

HOA-SUPPLIED INTERNET SERVICE AGREEMENT

The Bay St. One Condominiums Homeowners Association is pleased to provide internet service to homeowners, currently at no additional charge. Instructions for signing up for the service are as follows:

1. Each Property Owner must fill out and sign this agreement
2. Each Property Owner must initial each page on bottom right hand corner (all 4 pages)
3. Mail or fax the entire agreement (all 4 pages) to NAM at:
c/o Andrea Pulizzi
P.O. Box 10968
Pleasanton CA 94588
Fax: (925) 243-1798
4. If the form is properly filled out, you will be notified via email with instructions on how to enable internet access.
5. You will be invited to join a forum that will be used to provide peer support around the internet service. Participation in the forum is optional, although highly recommended.

Each Owner must fill out and sign the form below. All fields are required and must be clearly legible, or the application will be denied. If the PROPERTY is owned jointly by more than 2 people, fill out additional forms as necessary.

PROPERTY Information

Property Address: _____

Mailing Address: _____

Phone Number: _____(day) _____(evening)

I, the HOMEOWNER, have read and understood the TERMS OF SERVICE included below, and I agree to abide by these TERMS OF SERVICE, and I represent and warrant that each and every HOMEOWNER (including the spouse of any owner of record) has signed this agreement:

Signature: _____ Date: _____

Owner Name: _____ Email: _____

Signature: _____ Date: _____

Owner Name: _____ Email: _____

TERMS OF SERVICE

IMPORTANT! READ THIS DOCUMENT. YOUR USE OF THIS SERVICE AND ACCEPTANCE OF THESE TERMS OF SERVICE CREATE A LEGALLY BINDING CONTRACT. DO NOT USE THIS SERVICE IF YOU DO NOT AGREE TO BE LEGALLY BOUND TO THESE TERMS OF SERVICE.

PROPERTY refers to the condominium located on Brunswig Ln. in Emeryville, CA in which HOMEOWNER has shared or sole title of, as filled in above.

HOMEOWNER, "You" or "Your" refers to each owner of the PROPERTY, as filled in above.

SERVICE refers to Internet access service provided by the HOA to HOMEOWNER'S PROPERTY.

BSO refers to the Bay Street One Condominiums Homeowners Association, LLC.

USER refers to any person, including but not limited to HOMEOWNER and any person renting HOMEOWNER'S PROPERTY, who uses or is connected to the SERVICE through HOMEOWNER'S PROPERTY.

THIS SERVICE IS PROVIDED BY (BSO) ON AN "AS IS, AS AVAILABLE" BASIS TO HOMEOWNER. NO WARRANTIES, REPRESENTATION OR ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SERVICE. HOMEOWNER RELEASES BSO FROM AND BSO SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY ANYONE IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERY, MIS-DELIVERY, OR SERVICE INTERRUPTIONS, OR DUE TO INADVERTENT RELEASE OR DISCLOSURE OF INFORMATION SENT BY ANYONE EVEN IF THE SAME IS CAUSED BY BSO'S OWN NEGLIGENCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BSO DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS, DATA, AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR THIS SERVICE. IN NO EVENT SHALL BSO'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY HOMEOWNER TO BSO FOR THE USE OF THIS SERVICE. USE OF ANY INFORMATION OR DATA OBTAINED BY HOMEOWNER VIA THIS SERVICE AND THE INTERNET IS AT HOMEOWNER'S OWN RISK, AND BSO DISCLAIMS ANY RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ANY SUCH INFORMATION OR DATA. HOMEOWNER HEREBY EXPRESSLY ASSUMES ALL RISK ASSOCIATED WITH THE FOREGOING.

RELEASE OF CLAIMS. HOMEOWNER hereby waives, releases and forever discharges BSO, its present and former officers, directors, managers, members, employees, agents, attorneys, affiliates, successors and assigns (each, a "Released Party"), of and from any and all actions, causes of action, claims, demands, damages, costs, liabilities, loss of profits, expenses and compensation on account of

any grounds whatsoever, whether at law or in equity, known or unknown, which HOMEOWNER had, has and/or may have against each Released Party arising from or relating to the SERVICE (“Released Claims”).

It is understood and agreed that this waiver and release forever extends to all claims of every kind, nature or description whatsoever, known or unknown, suspected or unsuspected, arising from or related to the Released Claims, without regard to the subsequent discovery or existence of different or additional facts relating thereto. HOMEOWNER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS HOMEOWNER MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH READS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

When using this SERVICE, You agree that You **WILL NOT** (and **WILL NOT** allow any USER to):

- Transmit any information or data, in any form, which violates any local, state, United States, or applicable international law or regulation, or that is harmful, threatening, abuse, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or otherwise objectionable.
- Violate or infringe any copyright, trademark, patent, or other statutory or common law proprietary rights of others.
- Send unsolicited mass e-mail messages (SPAM).
- Engage in any activity or device in an effort to disguise the origin of any transmission.
- Transmit any information or data that contains any computer virus, or any material designed to interrupt, destroy, or limit the functionality of any computer hardware or software.
- Engage in any activity in the nature of hacking, or port scanning.
- Engage in any activity that is harmful to minors.
- Use or allow use of this SERVICE in furtherance of any fraudulent activity.
- Engage in any activity that is in the nature of a “denial of service” attack.
- Permit a minor to use this SERVICE to access any content intended for adults.

You agree that BSO may, in its sole discretion, disconnect the PROPERTY from the Internet and deny access to this SERVICE at any time, for any reason or for no reason at all.

INDEMNIFICATION. You agree that You will indemnify, defend and hold harmless BSO (and its present and former directors, officers, employees, members, managers, customers and agents, attorneys, affiliates, successors and assigns) with respect to any and all actions, causes of action, claims, demands, damages, costs, liabilities, loss of profits, expenses and compensation on account of any grounds whatsoever, whether at law or in equity, brought by any party that arises from or related to any USER’S use of this SERVICE and/or any breach of this TERMS OF USE by HOMEOWNER. HOMEOWNER shall ensure that any and all renters or tenants of HOMEOWNER’S PROPERTY shall sign an agreement agreeing to be bound by these TERMS OF SERVICE.

When You use this SERVICE and accept these TERMS OF SERVICE, You are representing to BSO that You understand:

1. This SERVICE is optional and HOMEOWNER can opt to obtain a different internet service if they are not satisfied with the SERVICE
2. This SERVICE is provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either expressed or implied.
3. This SERVICE is meant for recreational and casual use only.
4. This SERVICE is shared amongst many residents, and as such there is no guarantee of speed or quality of the SERVICE.
5. There is no formal technical support available for this SERVICE, and there is no guarantee of uptime or availability for the SERVICE.
6. The fee (if any) charged by BSO for HOMEOWNER'S use of this SERVICE is paid solely for the privilege of accessing this SERVICE. Other web sites that USERS visit may charge additional fees.
7. To the maximum extent permitted by law, BSO shall not be liable for any damages whatsoever arising out of the use of or inability to use the SERVICE.
8. USERS are solely responsible for the use and compatibility of hardware or software not provided by BSO.
9. It is each USER'S own responsibility to protect themselves from viruses and computer attacks. You acknowledge and assume all risks related to computer viruses and computer attacks.
10. You are solely responsible for the activity and conduct of all USERS that use this SERVICE.
11. You will not permit anyone to use this SERVICE unless such USERS are bound by these TERMS OF SERVICE.
12. You have read and accept these TERMS OF SERVICE.

BSO reserves the right to modify these TERMS OF SERVICE at any time, effective upon posting of the modified TERMS OF SERVICE, including a revised version in the BSO newsletter, delivery via registered email addresses, or other communication.

BSO's failure to insist upon or enforce strict performance of any provision of these TERMS OF SERVICE shall not be construed as a waiver of any provision or right.

This TERMS of SERVICE: (a) contains the entire agreement between the parties, and supersedes all prior agreements, writings, commitments, discussions and understandings between them, whether written or oral, with respect to its subject matter; (b) may only be amended in a writing by BSO; (c) shall be governed by California law, without reference to its principles of conflicts of laws, and any action brought by a party to enforce or interpret any provision of this Release shall be brought exclusively in an appropriate state court in Alameda County, California or in the United States District Court for the Northern District of California in Oakland, California, and the parties irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder; (d) shall be binding upon and inure to the benefit of HOMEOWNER and HOMEOWNER's successors and assigns; and (e) shall be construed within its fair meaning and no inference shall be drawn against the drafting party in interpreting it. If any term of these TERMS of SERVICE is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining terms of these TERMS OF SERVICE will remain in full force and effect as if such invalid or unenforceable term had never been included.