1. Terms and Conditions for Rental Communication, Appointment, and Application Process:

By engaging with Bayo Properties LLC dba Good Hands Real Estate Management ("Company," "we," "us," "our"), you acknowledge and agree to the following terms and conditions. Please read these terms carefully. If you do not agree, please refrain from engaging further.

2. Introduction:

These Terms and conditions apply to this website and to the transactions related to our services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

3. Communication and Appointment Process:

When you express interest in our rentals by contacting us through email, you will receive an initial email containing a list of available rentals. To better assist you promptly, we provide an embedded form in the email requesting your opt-in to receive text messages from us. Our primary means of communication will be via text messages.

4. Communication Purpose:

Our text messages aim to:

- Provide answers to basic questions regarding our rentals.
- Prompt you to complete the embedded form to secure the rental.
- Arrange appointments for property viewings.

5. Appointment Confirmation:

To secure an appointment, you must complete the form and opt-in for text messages. Once the form is completed, we will send you a link to set up an appointment.

6. Form Completion:

The form you complete is crucial to evaluating your qualifications for the rental. The information collected may include, but is not limited to:

- Financial history and current status.
- Recent employment history.
- Guarantor information if applicable.

7. Opt-Out and Opt-In for Text Messages:

If you no longer wish to receive our text messages, text "STOP" to our dedicated text-only number: (347) 289-7769. We will send a confirmation text. To resume communication, text "START" to the same number.

8. Rental Securing Process:

We assist in securing rentals through a thorough process. This includes application, background check, documentation submission, and possibly notarized guarantor documents. Failure to complete these steps promptly may result in the rental being taken by another interested party.

9. No Rental Holds:

We do not reserve rentals at any stage of the process. Successful rental securing requires the completion of all steps outlined, including payment.

10. Appointment Confirmation and Rescheduling:

After scheduling an appointment through the link provided, we will text you to confirm the date and time. Confirmation must occur 2 hours before the appointment. Late or early confirmations may affect the appointment arrangement.

11. Location of Appointments:

Our office is located at 1639 Centre St., Ridgewood, NY 11385. However, meetings for rental viewings occur at the property you are applying for, not at our office.

12. Changes and Amendments:

We reserve the right to update or modify these terms at any time. Any changes will be effective upon posting on our website.

13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of New York State.

By continuing to engage with Bayo Properties LLC dba Good Hands Real Estate Management, you acknowledge and agree to these terms and conditions.

14. Binding:

By submitting a form on, accessing, or otherwise using this website, you hereby agree to be bound by the Terms and Conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

15. Third-party property:

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites that are linked to this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however, caused, resulting from your disclosure to third parties of personal information.

16. Responsible use:

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish, or distribute any material that consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

17. Termination of use:

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension, or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

18. Warranties and liability:

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter in which it would be unlawful or illegal for us to limit or exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, or any loss not mentioned here arising from your access to, or use of, our website.

19. Privacy:

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We have developed a policy to address any privacy concerns you may have. For more information, please see our <u>Privacy Policy</u> and our <u>Opt-out page</u>.

20. Export Restrictions / Legal Compliance:

Access to the website from territories or countries where the Content or purchase of the products or Services sold or offered on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of New York State.

21. Assignment:

You may not assign, transfer, or subcontract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

22. Breaches of these Terms and conditions:

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

23. Indemnification:

You agree to indemnify, defend, and hold us harmless, from and against any and all claims, liabilities, damages, losses, and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs, and expenses relating to or arising out of such claims.

24. Waiver:

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

25. Language:

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

26. Entire agreement:

These Terms and Conditions, together with our <u>Privacy Policy</u> and our <u>Opt-out page</u> constitute the entire agreement between you and in relation to your use of this website.

27. Choice of Law and Jurisdiction:

These Terms and Conditions shall be governed by the laws of New York State. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of New York State. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted, and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

28. Contact information:

This website is owned and operated by Bayo Properties LLC dba Good Hands Real Estate Management.