

BIMINI CORP TERMS OF USE

April 30, 2024

Welcome to Bimini's Terms of Use agreement for all of its apps, services and websites. For purposes of this agreement, "Sites" or "Apps" refers to the Bimini's websites and apps, which can be accessed online. "Service" refers to Bimini's services accessed via the Sites and Apps. The terms "we," "us," and "our" refer to Bimini. "You" refers to you, as a user of our Sites, Apps, or our Service.

The following Terms of Use apply when you view or use the Services via our Websites and Apps located online or accessible by downloading the app(s) online. For a detailed description of Bimini's apps, websites, and services, please go to: <https://biminicorp.com>

Please review the following terms carefully. By accessing or using the Service, you acknowledge and agree to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you shall not have access to or use the Service and shall be declared an unauthorized user subject to removal.**

PRIVACY POLICY

Bimini respects the privacy of its Service users. Please refer to Bimini's Privacy Policy (found here: biminicorp.com/privacy) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as your agreement to these Terms of Use.

ABOUT THE SERVICE

The Service allows users to upload/download, sell/purchase, input/submit and otherwise manage certain data related to your home or the homes in your community (concerning fire adapted community data); certain homeowner association documents; and account preferences for services pertaining to both i) association governance documents and disclosures under the Davis-Stirling Common Interest Development Act of California, as applicable, and ii) account preferences related to data collection and reporting for fire adapted communities, as well as any additional data and documents for all Bimini services made available to users.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 18 years old and a resident of the United States to register for and use the Service. No user of this Service shall be under the age of 18.

If you are a user who signs up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from Bimini. You agree to notify us immediately of any unauthorized use of your password and/or account. Bimini will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account. Further, You agree to indemnify and hold Bimini, its subsidiaries, affiliates, shareholders, officers, directors, agents, employees and representative and Bimini Licensors, their subsidiaries, affiliates, shareholders, officers, directors, agents, employees and representatives harmless from any claims and

demands, including reasonable attorneys' fees, made by any third party arising from or relating to: (i) your use of and access to the Websites, Apps, and User Content; (ii) content you submit, post, transmit or otherwise make available via the Website, Apps, and to Bimini; (iii) your violation of these Terms or Website/App specific Terms and Conditions. This indemnification obligation will survive the termination of your Bimini account or these Terms

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

- access the Service for any reason other than your business and/or commercial use solely as permitted by the normal functionality of the Service;
- collect or harvest any personal data of any user of the Site or the Service;
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS

When you create your own personalized account, you may be able to provide and receive homeowner association data and documents that are generally found in public domains ("User Content"). Users are solely responsible for the User Content that you post, download/upload, link to or otherwise make available via the Service. Bimini is not responsible for, nor does Bimini review User content, for any errors or omissions, or whether the User content is an up-

to-date version of the respective document. Users are solely responsible for any and all User content.

You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. However, Bimini reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms and may subject you to removal as a User.

By transmitting or submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and any activity that occurs while signed in and/or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You retain all ownership rights in your User Content. Notwithstanding your ownership rights, you hereby grant the following rights to the Sites and Apps and to users of the Service as set forth more fully under the “License Grant” and “Intellectual Property” provisions below: When you upload or post User Content to the Sites, Apps or the Service, you grant to Bimini and the Site and Apps a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, and display, that Content solely in connection with the provisions of the Service;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or any user content made available through the Service, but not information made directly by Bimini or the Sites or the Apps, are those of their respective authors, users, homeowner’s associations and their agents, and should not necessarily be relied upon. Such authors, users, homeowner’s associations and their agents are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Sites or the Apps or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts, downloads, uploads or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, downloaded/uploaded, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Sites, Apps or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Sites, Apps, or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. Bimini shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at: biminicorp.com/contact-us.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Sites, Apps or relating to any applications you use or install from the Third Party Site.

LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable,

transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, , publish, list information regarding, translate, distribute, and publicly display, all such User Content as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks, trade secrets and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Sites, the Apps, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Sites, Apps or the Service and special offers related to Bimini. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to customerservice@bimincorp.com or mail to the following postal address:
Bimini Customer Support

[Address]

Opting out may prevent you from receiving messages regarding the Sites, Apps, the Service or special offers.

WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR

FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING/UPLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users of the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

If you are a California resident using the Service, you may specifically waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Sites or Apps from time to time to view any such changes in this agreement. Your continued use of the Sites, Apps or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with Bimini must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of California without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT BIMINICORP.COM/PRIVACY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BIMINI AND YOU AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN BIMINI AND YOU RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.