



Terms of Service

Welcome to Premium Concierge Services!

The following are terms (“Terms” / “Agreement” / “TOS”) govern your (“Member” / “you” / “your”) use of the various described services (“Services”) made available by Premium Concierge Services, Inc. (“PCS” / “we” / “us” / “our”) to tenants of select residential properties as well as your use and access of this website: www.yourpremiumconcierge.com.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. These Terms constitute a binding legal agreement and in order to activate your access to the Services, you are required to confirm your consent to all of the Terms. By doing so, you agree that these Terms are binding and are entered into for good and valuable consideration, the sufficiency of which both you and PCS acknowledge.

Please also be certain to periodically review these Terms as we may update or amend them from time to time and your continued use of any of the Services shall constitute consent to any such updated or amended terms.

THANK YOU AND WE LOOK FORWARD TO PROVIDING YOU WITH OUR PREMIUM SERVICES!

PART ONE: General Terms Service

A. License Grant and General Requirements and Restrictions:

In these Terms we are granting you a revocable, limited, personal, non-exclusive and non-transferable license to use, enjoy and access various features of the Services described herein; your right to do so is solely permissive in nature and is conditioned on your compliance with these Terms. You have no rights to our Services other than as stated in these Terms.

In order to be eligible for receipt of these Services you are signing up for a subscription. This subscription shall be complimentary for a one year term (subject to certain paid Premium Add-Ons as discussed below) and shall thereafter require payments for renewal terms. These TOS are being provided to you for your agreement upon your completion of Premium Concierge Service application and its approval by PCS and your use of this website and any accessing of Services through the same.

For so long as you use the Services or have a PCS subscription, you agree to provide true, accurate, current, and complete information to us at all times.

During the course of your subscription, we may make a web-based account portal available to our Members for the tracking of Services and associated Service requests. Upon so doing, you will be notified. By entering into this Agreement, you are also agreeing to review the PCS website which contains important additional information about our membership program and Services. In so doing, you further agree that you will abide by all terms of use and/or service which shall be posted to the PCS website and as may be updated and amended from time to time.

You are responsible for complying with these Terms, including during the course of your subscription and while using or having the ability to use any of the Services, whether complimentary or paid for.

Your Services subscription is exclusive to you. You agree not to share your subscription information with anyone else nor to let others access or use your subscription or any of the Services provided by virtue of it.

Your subscription and Service access is strictly subject to your compliance with these Terms, including, without limitation, your payment of all applicable fees.

Except for the foregoing licenses, you have no other rights in or to any of the Services described herein. All rights not granted to us in these Terms are reserved by us.

B. No Warranty:

All of the Services described herein are provided solely at the discretion of PCS and are revocable, adjustable or retractable at any time. With the exception of certain ‘paid for’ add-on Services that Members may elect to receive from time to time (“Premium Add-Ons”) or Services provided after the initial term (as discussed below), the Services are provided to Members free of charge **for the initial subscription period** (one year).

All of the Services are provided ‘AS IS’ and without any implied or express warranty of merchantability, fitness for a particular purpose, guarantee, assurance of uninterrupted or ongoing availability, timeliness, customization, freedom from allergens, satisfaction of dietary needs, choice of third party providers, or preference of personnel, unless otherwise specifically stated in this Agreement.

C. Provision of Services is Discretionary:

We may terminate this Agreement or terminate or suspend your usage of or access to any and all of the Services at any time for any or no reason including, without limitation, in the event that we believe that you have breached this Agreement, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior. Any notice of suspension or termination may given by us by providing you with written notice (including email) in accordance with the contact information that you are providing us upon your registration and shall be effective immediately upon transmission. You are responsible for making certain to update your contact information if it should change for any reason at any time.

D. Duration of Free Services and Scope of Applicability:

The Services described below may be available to Member for up to twelve calendar months free of charge, beginning on the date of this Agreement and ending upon the earlier of twelve months thereafter or the termination, expiration or abandonment of your signed rental agreement at the residential property for which the Services are made available (“Premises”). In no case shall this complimentary provision of the Services, or any provision of the Services be extended for a longer period of time due to any interruption in their provision, including suspension or termination of your access to any Services.

The Services shall only be available to you while you are residing at the Premises and are exclusive to your residency at the Premises. You **may not** register for the Services on behalf of any other person, even if they are an occupant of the Premises as well and no Services shall be provided or made available to any person who is not a registered subscriber with PCS

for the Services at the Premises where the Services are to be made available. In no case shall any of the Services or access to them be transferrable or assignable by you or any person for any reason, nor shall they continue to be available to you at any other address if you should move residences for any reason. The subscription and the Services are exclusive to the Premises as provided above.

E. Premium Add-Ons:

Premium Add-Ons are Member-specific requests which may be requested and available to be fulfilled from time to time by PCS for additional fees. These fees are applicable in each and every case as provided in this Agreement and as otherwise published by us from time to time, either on the PCS website or by way of notice to you, including at the time of request. Premium Add-Ons are never complimentary, even if requested and provided during a subscription period that is otherwise complimentary.

Premium Add-On Services, if any, are not subject to any form of refund as these are treated as 'on demand' and custom services, for which time and resources is allocated by us immediately upon request and through fulfillment.

Available Premium Add-Ons may change from time to time depending on personnel and resource availability of PCS and its vendors, and any and all available services and rates shall only be confirmed with finality at the time of request. This stated, the general description of Premium Add-Ons as currently available at the time of the making of this Agreement is provided below at each section describing the overview of particular Services provided by PCS.

F. Paid Services After Initial Complimentary Services:

This section of the Agreement addresses the general terms that shall be applicable to Service subscriptions after the expiration of the initial complimentary period. These terms are not necessarily exhaustive and prior to the commencement of any paid-for subscription period, we reserve the right to provide and require your written consent to additional terms for any such paid-for subscription.

- i. **Initiation:** Prior to the expiration of the Services provided on a complimentary basis as discussed above, any Member holding a Service subscription for the Premises at which the Services are available may apply to have the Services continue on a 'paid for' basis. Any such application will be considered no earlier than 90 days and no later than 15 days prior to the expiration of the initial complimentary subscription period.
- ii. **Fees in General:** Fee rates for Services subscriptions shall be published on the PCS website, or via direct notice to you, and may be updated or adjusted from time to time at our discretion (except that pre-paid subscription fees shall not be subject to increase during the given pre-paid period for the given Member). Fee rates for Services may require subscription for a minimum period of time or minimum scope of Services **No reduction in fee rates or provision of a promotional or package fee rate for any Services shall ever entitle any Member to receive the same rate for Services which have already been purchased or subscribed to.**

- iii. **Services Remain Subject to Adjustment / Refunds:** All paid Services, whether paid subscription Services or Premium Add-Ons shall remain subject to termination or suspension by us at any time and shall remain subject to all limitations described herein including but not limited to all limitations of liability and disclaimer of warranties or guarantees of any kind including non-interruption.

In the event that Member subscribes to or purchases any Service which is prepaid for a certain period of time and that Service or Service period is discontinued or canceled by us without any fault of Member, and we do not provide any equivalent replacement Service(s), then Member may apply for a reimbursement of advanced payments made and upon review, we will refund such prepayment to Member within a commercially reasonable period of time for any paid-for Services not then used. Any such refund shall only be on a pro rata basis for durations of time for which ongoing Service availability was prepaid but was then terminated by us due to no fault of or cause by Member.

No refund shall be available in the event of any Service account suspension or delay or interruption of Service provision, nor shall any refund be available where Member's Service account expires or terminates due to any cause by or fault of Member including but not limited to any breach of this Agreement, any termination or cancelation of Member's residential property agreement at the Premises, any non-payment by Member, abusive behavior by Member or any other occupant of the Premises, or the occurrence of any other event beyond our control.

If any paid for Service which has been prepaid should no longer be available due to no fault of or cause by Member but Member otherwise has an active Service account with PCS for the Premises, then at our sole option, we may either provide Member with a reasonably comparable replacement for the Service or a Service account credit.

No refunds shall be available for any Service provided in a less than desired fashion or in any event where Member interferes with the performance of any such Service or otherwise breaches this Agreement, including by engaging in any form of hostile or abusive behavior.

G. Payment Processing and Personal Information:

For any processing of payments for Services of any kind, we may designate one or more third party service-providers as the means for payment submission and processing by and through one or more links on our website or through direct contact with you. When submitting any payment or payment information, you expressly agree that no Services shall be provided or made available until the submitted payment has cleared. Further, you agree that with respect to any third-party payment processor which we use, you shall familiarize yourself with and abide by any and all terms of services or privacy-related terms of the concerned processor and doing so shall be your sole obligation.

To the extent that we store any of your payment or personally identifiable information on or in our systems, said use and storage by us shall be subject to our Privacy Policy, which may be accessed via our website.

H. Billing Methods:

For any and all financial obligations of Member pursuant to these terms, including subscription fees, Premium-Add-On fees, or any other fees or required payments of any kind, PCS may, at its option, 1) directly bill Member for any and all such fees and require payment as a condition of Service continuation, 2) bill Owner/Agent of the concerned Premises for any and all such fees (in which case Member agrees to pay Owner/Agent for any and all such fees incurred as a condition of Service continuation and/or as may be applicable to any extent required under a concerned lease, and/or 3) establish and maintain an account portal on the PCS website where periodic billing statements for Member will be available and required for payment from time to time as PCS, in its sole discretion may dictate but in any case no less frequently than monthly.

In each and every case, timely payment of fees due shall be a condition of continued Service without limitation on any other right or remedy of PCS. Where payment is not made in a timely fashion, PCS may apply and Member(s) shall pay a 10% surcharge on any unpaid balance at the time of payment and/or may cancel Member(s)' subscription for cause. Where multiple Members hold a subscription for the Services at the concerned Premises, all Members shall be jointly and severally liable for all fee payment obligations of each other and any default in payment obligations shall entitle PCS to cancel all such Members' subscriptions.

PART TWO: Description of Present Services Available and Specific Additional Terms

Our Services presently include:

- Package Handling, Pickup, Storage, Disposal, and Delivery;
- Cleaning Services;
- Renters and Liability Insurance;
- Handyman Services;
- Utility Set Up and Consolidated Billing; and
- Concierge Personalized Recommendations.

The list of available Services and associated Terms regarding each may be updated from time to time. All aspects of Services described below for which are payment options or requirements beyond the basic provided Service shall be considered Premium Add-Ons.

Package Handling, Pickup, Storage, Disposal, and Delivery

During the term of any Service period or subscription, Member may, depending the number of bedrooms in the Premises, have up to a specific number of packages (5 minimum) delivered to the PCS office per month, which will then be held and made available for Member to pickup. For each package delivered to PCS for Member which exceeds the annual package number limitation over the course of one calendar year, Member shall be charged and agrees to pay, as a Premium Add-On, a \$1.50 fee irrespective of whether this Service is otherwise being provided on a complimentary or paid-for basis. Additional terms and conditions regarding this Service shall be as follows:

General Terms and Package Delivery to PCS:

1. Member is required to have any and all packages sent with tracking and shall provide the concerned tracking number(s) to PCS upon request. When ordering any package for such delivery, Member shall ensure that Member's name is listed as the recipient and shall have the delivery address be that of the PCS office located at **2935 Telegraph Avenue, Berkeley, CA 94705**. In all cases possible, Member shall also have any concerned packages sent 'to the attention of' or 'in care of' Premium Concierge Services in addition the listing of Member's name as the recipient.
2. PCS will contact Member via email within one business day after the package was delivered to the PCS Office. Member will then have the option to either come to the PCS office during regular business hours to retrieve the package or may request that the package be delivered to Member at the Premises at an extra cost of \$14.50 for the first package and \$3 for each additional package during the given subscription period.
3. PCS uses Member's Property Manager's database for their contact information. Member is responsible for updating their email address or any other contact information.
4. PCS will not perform any returns on any packages that are delivered to the office. In the case of any desired return, the package must be picked up by Member and then returned at Member's discretion.
5. PCS will not be involved in the tracking of packages or contacting the vendor where the package sent from.
6. On delivery to the PCS office, PCS does not assume any title to or ownership of the any concerned package and is deemed to merely be holding the same.

Package Restrictions:

1. Packages delivered to the office may not include any material which is flammable, perishable, hazardous, subject to special laws for disposal, unlawful, explosive or constituting any type of firearm, weapon or recreational drug, frozen, temperature controlled or irreplaceable.
2. Packages must weigh no more than **30 lbs.**
3. Packages must not be over 3 feet in size in any dimension.
4. Items delivered in separate packaged parts shall each constitute a package if not all contained in a singular package.

Penalties:

1. In the event a package is received that exceeds the weight, size or type restrictions, there will be a \$25 fee charged and \$5 per day charged for storage but in no case shall

any type of specialized storage be provided. In addition, instead of allowing a Member to pick up the item, PCS will have the option to deliver it to Member at the greater of \$50 or the cost charged by any service provider for such delivery.

2. If Member does not pick-up the package within 5 business days after notification of its delivery, PCS will deliver the package and assess a \$14.50 fee. In such case, PCS will notify Member of the delivery and the approximate time that it will be delivered but shall have no obligation to coordinate with Member and if Member is unavailable at the time of delivery. In all cases of delivery of a package by PCS to Member's Premises, regardless of circumstance, Member is granting PCS permission to enter the Premises for purposes of completing the package delivery (PCS shall coordinate with the Owner/Manager of the Premises for such access), or if for any reason access is unavailable or refused, then PCS may either leave the package with an available resident manager or otherwise retain and continue to store the package at PCS until Member picks it up, applying a \$10.00 per day storage fee which shall be paid at the time of such pickup.
3. In the event, Member does not want the package, Member must notify PCS that the package is to be disposed of, in which case PCS will charge and Member agrees to pay a \$25.00 fee plus the cost of disposal.

Retrieving a Package

1. Pick-up will be limited to the Office hours published on the website.
2. Member's must show a government issued **Photo ID** in order to pick up a package. The name on the ID must match the name on the package.
3. Member may authorize another person to pick up the package on their behalf, by sending an email to PCS at least one business day prior to pick-up indicating the full name of the person who will pick up the package. The email must also include copy of Member's government issued Photo ID. PCS will not release any packages to third parties without this written authorization. When a third party picks up the package, they must show a Government Issued Photo ID and also indicate who the package was originally sent to.
4. PCS is no longer responsible for the package once it is picked up by Member or Member's authorized representative, delivered or dropped off by PCS in accordance with these terms or authorized for disposal.

Lost or Damaged Packages:

1. PCS is not responsible for any lost/stolen packages that **do not** arrive at the office. It is the resident's responsibility to put a claim with the company from which it was ordered of the carrier service provider as the case may be.
2. Once the package arrives to our office and we have informed Member that it arrived, then PCS will be responsible in the event it is lost or stolen. However, PCS's liability is limited to the lower of \$100 or purchase price of the item. Member must provide

proof of value for any such claim in order to receive the above described compensation.

3. Otherwise we are **not** responsible for any damage to the contents of package.
4. We do not open any packages under any circumstances.
5. We do not provide any sort of specialized security for package receipt or storage.

Unknown Packages

1. In the event a package is delivered to the PCS office without any way of determining who the package belongs to, it will be held for 14 business days. Thereafter, it will be disposed of.
2. In the event, a Member believes a package was delivered without their name, they can provide the Tracking number as proof that it belongs to them.
3. Member agrees that any and all packages delivered to PCS shall be directed by Member to be delivered with tracking.

Package Delivery to Premises:

1. Delivery will be during business hours as published on the PCS website.
2. PCS will make reasonable commercial efforts to promptly deliver the package after Member requests delivery. In most cases PCS will have packages delivered within 3 businesses days or at least be able to give notice to Member of its impending delivery but if for some reason delivery will be significantly delayed, then PCS will also make reasonable efforts to notify Member of such delay.
3. When packages are being delivered by PCS, Member gives PCS representative authorization to enter the concerned Premises. In such case, the representative of PCS will knock first and if nobody answers, they will use the key to enter the Premises and put the package inside next to the front door. If somebody answer, the Representative will give the package to whomever answers.
4. Member shall have the sole responsibility of securing any and all animals present in the Premises which could escape or present a hazard upon delivery and agrees to defend, indemnify and forever hold harmless PCS and any of its agents from any claim, fine, penalty or damage in the event an animal should escape, come to harm or cause harm during the course of package delivery.

Cleaning Services:

During the term of any Service period or subscription, Member may receive one annual cleaning of the Premises. Annual cleanings will only be available during the months of January and February. Members may also pay a Premium Add-On fee as described below and receive a monthly cleaning service during the subscription or Service availability term.

Premises Preparation:

Prior to the Cleaner entering the Premises, Members are responsible for making sure of the following:

1. There are no clothes or personal property on the floor that will prevent the Cleaner from vacuuming or washing the floors. In the event, there are too many items making it impossible to clean the floor, Cleaner will not clean the floor.
2. Member should remove all personal property from surfaces. Cleaners will only clean around personal property. They will not move any items to clean.
3. All occupants shall be out of the Premises during the cleaning.
4. No pets should be in the Premises during cleaning. In the event, the Cleaner arrives and there is a pet present at the Premises, they will not clean the Premises.
5. Dishes must be washed and put away. In the event there are dishes in the sink, then the sink will not be cleaned.
6. If Member wishes to have bed linens replaced, then Member shall place replacement linens on the bed
7. If the Premises is not ready for cleaning per the instructions above, Cleaner may not be able to clean the entire apartment within the allotted time or may not clean the Premises at all.

Scope of Services

The cleaning service will include: vacuuming, surface cleaning, shower/tub and toilet cleaning, etc. The cleaning service will not include washing dishes, cleaning/folding clothes, towels, and linens, organizational needs, removing stains, or cleaning any personal property other than dusting or surface cleaning of furniture.

Cleaners will spend the typical number working-hours, as defined by the Cleaners, required to clean the premises. If the Premises is excessively dirty and it requires more time to clean, Member will be informed and will have the option to pay extra to clean the apartment at a later mutually agreed rate and date, depending on the extent of additional cleaning needs.

In the event Member is not happy with the cleaning, they should contact PCS. PCS has the sole discretion in determining whether the Premises was cleaned properly or whether it is necessary to send the Cleaners back.

Loss or Damage During Cleaning:

1. Any broken or damaged items should be reported to PCS. PCS shall then notify the vendor and the concerned Owner/Agent of the Premises who shall then be responsible for contacting Member regarding any such damaged items. Other than providing such notification, PCS shall then have no further obligation or liability in the matter and Member agrees that any damage claim shall be the responsibility of Member to resolve directly with the concerned Owner/Agent and/or vendor and any respective insurer of either.
2. If Member believes that an item has been stolen, Member should report the theft to the local police department. PCS is not responsible for any stolen items.

Additional Terms of Annual Cleaning

Scheduling Time / Cancellation:

1. Cleaning will occur on a date designated by PCS during the months of January and February. PCS will be in charge deciding the date based on the availability of the Cleaners.
2. Member will receive at least one week's notice as to when the cleaning will occur. Unfortunately, if the date for the cleaning is not acceptable for Member or Member refuses entry to the Cleaners or otherwise makes the Premises unavailable, then the Premises will not be cleaned. PCS cannot reschedule the cleaning and will not provide any compensation or refund of any type for a cleaning which is not scheduled or does not take place due to the offered date not being accepted or Premises access being unavailable or refused.
3. PCS has the right to reschedule, previously scheduled Cleaning Services. PCS will provide at least 24 hours-notice as to confirm a scheduling change for cleaning.

Terms and Conditions - 10% off Monthly Subscription Cleaning

Members have the option to forgo the annual cleaning if they would like instead to commit to monthly cleaning. In this case, PCS will charge a monthly cleaning rate to Member which shall be representative of at least a 10% discount off of the normal base rate for an a specially ordered cleaning, with such rates being published by PCS from time to time.

Monthly Cleaning--Scheduling Time / Missed Appointments:

1. It will be up to Member and the Cleaner to come up with a monthly schedule for cleaning and the scope of services included. In this case, PCS shall facilitate contact with the available Cleaner and continue to manage payments for the Service but shall have no involvement in arranging the cleaning schedule or coordination between Member and Cleaner.

2. In the event the resident misses an appointment and is not there to let the Cleaner in for service, there will be a \$50 charge to reschedule.
3. Member has the option to request that the Cleaner pick up a key from the PCS office. Member will have to make this request at least one week in advance.
4. Member may not make an independent financial arrangement of any kind with a Cleaner in order to circumvent PCS' provision of this Service.

Payment:

1. Member will be charged monthly on the Service account portal for the monthly cleaning service or through such other method as may be established at the time of booking or from time to time.
2. Payment will be due on the first of every month.
3. In the event payment is not timely made for the monthly cleaning fee, PCS may impose a late payment of \$50.00 and/or may cancel the scheduled cleaning or all remaining cleanings for the subscription period, in its sole discretion.
4. PCS may require that monthly payments for this Service be set-up on Member's account Services portal on an auto-charge basis, or through such other method as may be established at the time of booking or from time to time.

Cancellation:

1. In the event Member decides to cancel the monthly cleaning any time after the second time it is used, then Member will not be able to take advantage of the annual cleaning even if it is otherwise available to Member under Member's subscription package or during the concerned subscription period. In order to cancel the monthly service, at least two weeks written notice must be provided by Member to PCS. Any charges due for cleaning Services not timely cancelled shall still be imposed.

Handyman Service

During the term of any Service period or subscription, depending on the number of Bedrooms in the premises, Member shall receive a specific number of hours (4 minimum) of Handyman labor to perform various tasks for Member in their Premises. Any additional hours will be charged to Member the current rate, which is presently \$75 per hour. Rates are subject to change.

General Conditions:

1. The included hours of Handyman services must be used at one time (meaning in one singular instance). If Member uses less than the included hours of service, the remaining hours cannot be rolled over to be used on additional days. Members will not be charged for the initial travel time to get to their Premises. However, the labor time for the Handyman to get materials specific to Member's needs, or for subsequent

trips to the Premises will be charged, along with the cost of any such materials procured.

2. PCS will cover only the costs of labor, not the materials or dump charges. Member agrees to reimburse PCS for any materials or other non-covered costs such as dump charges used/incurred at a rate of cost plus 20%.
3. The Member must be present throughout services rendered by the Handyman unless Handyman agrees otherwise.
4. If Member is not happy with the services performed, they must contact PCS immediately. It is up to the sole discretion of PCS to determine if the concerns are warranted. If PCS does determine that the Service was performed improperly, then Member's sole recourse will be restoring any hours used.

Scope of Services

1. Handyman can perform the following services:
 - a. Hanging of Pictures
 - b. Hauling Bulky Items
 - c. Assembling furniture
 - d. Moving Furniture
 - e. Painting
 - f. Phone, Cable & Network Wiring
 - g. Cleaning and Carpet Steam cleaning
 - h. Repairs and correction of damage not otherwise paid for or provided by the Owner or Management Company. However, these repairs must be requested and subject to completion no less than 30 days prior to the date that Member would otherwise be scheduled to surrender possession of the Premises.
2. Any additional tasks other than those specified by Member in a given written request within the above described service-time limitation must be approved by PCS at their sole discretion.
3. PCS/Handyman has the right to refuse Services that do not fit their job description or are not within their skills, and/or if the Service will violate any licensing laws, lease agreements or any other term of this Agreement. No Service shall be provided which would cause the installation of a permanent fixture, alter-any structural or load-bearing aspect of the Premises, or constitute any sort of activity for which professional licensure is required.
4. Member must provide pictures detailing what they need help with to the Handyman as par to the request, so that the Handyman knows what tools might be needed (ex. ladder, special wrench/screws, electric screwdriver).
 - a. If Member inaccurately communicates what sort of task they need performed or any of its particulars, and the Handyman arrives without needed tools or materials, the travel time needed for the Handyman to locate those tools or

obtain those materials will be included against the four hours allotted for the Service.

5. Based upon Member's description of the task, the Handyman will communicate to Member if they think a requested service will exceed included number of hours. However, it is possible that once they arrive at the site, they determine that it will take longer than initially anticipated. In such case Handyman shall have up to one hour after the job commences to notify Member and to change the estimated amount of working time for completion to exceed four hours. If this occurs:
 - a. If Member wishes to continue and pay the additional cost of time/materials for completion, then the Handyman will continue with the job.
 - b. If Member does not want to continue with the service and it was clear up front what the scope was, then they will be able to use all of the included hours of the Handyman services at a later date. If the scope was not accurate, then, the hour used will be deducted and they may use the remaining hours a later date. It is up to the discretion of PCS to make this decision.

Requesting Service

1. Member will fill out the Handyman Request form on <https://yourpremiumconcierge.com/Handyman-1>, describing with specificity the service they want the Handyman to do, as well as when they want to have the service done. In such case, it may take up to two weeks schedule a service provider to fulfill the request.
2. PCS has authority to approve or deny any Handyman Service requests.
3. PCS will email Member the name and contact information of the Service Provider for an approved request.
4. PCS will email the Service Provider the contact information for Member along with a copy of the Service request.
5. Both the Service Provider and Member will find a mutually agreeable date for performance of the Service. If a date cannot be mutually agreed upon or if the Handyman is non-responsive, then Member may request that a new Handyman to be assigned. In such case, PCS shall try, but shall not be obligated, to find a replacement Handyman and Member understands and agrees, that any such effort by PCS may take at least two weeks or more before the request can be satisfied, particularly if the availability of an alternative Handyman is limited.
6. Member expressly agrees to not enter into any sort of financial arrangement with the Handyman which would circumvent PCS' management of the Service.

Special Conditions:

Irrespective of any other terms in this Agreement, the following additional terms shall apply to the following specialized services:

Furniture Assembly

1. In the case of furniture assembly, it is not always possible to accurately estimate how long it will take. Accordingly, there is no guarantee that the item(s) can be assembled within the time allotted. In the event it takes longer, Member can choose to either finish assembly themselves or pay for the extra time.
2. It is Member's responsibility to check that all the parts are in the assembly kit. If any part is missing or damaged, the Handyman may not be able to complete the assembly and will have to return a second time or procure additional parts/materials, which shall be borne by Member as an additional expense.
3. If the missing or damaged parts need to be specially ordered online, Member is responsible to order these parts and have them shipped to their personal address. Member can then ask the Handyman to return to finish the service for a fee at the then applicable hourly rate as set from time to time by PCS.
4. With furniture assembly kits, there are often parts that are delicate that could break during assembly. If that occurs, Member will be responsible for contacting the supplier for replacement parts, but in such case, Handyman will then finish the job at a later date and first use any hours not already utilized during the previous appointment. . If there is a charge for the replacement part which Member must incur then in order to be eligible for reimbursement, Member must submit to PCS 1) A receipt for the charge incurred, 2) A claim form identifying the part broken and certification that such breakage was caused by Handyman [PCS will provide such form]; PCS will then verify the claim with Handyman and upon verification, will provide Member with reimbursement up to a maximum amount of \$100.00.

Painting

1. Member is responsible for getting permission in writing from the Owner to allow for the room to be painted. A form will be provided by PCS for obtaining such permission and must be completed and issued by Member to the concerned Owner or property manager.
2. In most cases, Owners will require the Premises to be painted to the original colors prior to move-out. In such case, this will be done at the expense of Member.
3. Paint and supplies are billed to Member at cost plus 20%. This also includes items to protect the Premises while painting is being conducted.

4. It is often impossible to know until a given unit is painted if a second coat may be required for any room or wall. As such, any and all projections that a painting Service request can be completed within the initial included hours, time allotment is given on the basis of only a single coat of paint being applied. Member will be responsible for paying for any additional time to do a second coat, execute touchups, apply primer, etc.
5. Before painting is undertaken, Member shall be required to remove any wall coverings, pictures, curtains, etc. Member may ask the Handyman to patch holes from wall mounts or pictures in order to apply coats of paint but in such case shall be obligated to inform the Handyman of such need in advance or else the Handyman may be required to make additional trips, the time for which shall be deducted from the overall complimentary time allotment or otherwise applied to additional paid hourly time.
6. Member understands and agrees that during the process of painting and drying thereafter, Member may be required to not be present in the Premises and may be unable to sleep at the Premises immediately after paint application. In such case Member understands and agrees that any loss of time at or use of the Premises due the performance of a requested painting Service shall be at Member's sole risk and responsibility and shall not entitle Member to obtain any form of compensation or rent discount from the Premises Owner or property manager. Member also understands and agrees that where a painting project requires more than one session to perform and Member is unable to stay in the Premises for any amount of time following any session, it shall be Member's sole obligation to coordinate with the Handyman as to when they will be departing the Premises at the conclusion of or break during a working session (including to obtain additional materials) and to ensure that Premises is locked or otherwise secured until the Handyman returns.

Hauling

1. No Handyman will haul items that cannot be brought to the local dump. This includes hazardous materials, materials that require other means of special disposal or recycling or which require type of professional license for removal or disposal.
2. The travel time to get from Member's Premises to the dump will be assessed against the included hours.
3. It is often impossible to know up front if any dump fee will be applicable for the hauling of items to be disposed. Member agrees to pay the actual cost of any such fee if imposed.

Penalties, Reschedules and Other Service Incompletions

1. If the Handyman does not show up as agreed for any scheduled Service, PCS will not provide any compensation or refund to Member besides rescheduling the Service.
2. PCS has the right to cancel/reschedule the Handyman Service at any time with no compensation to the Member.

3. If the Handyman does not show up, PCS will reschedule a new time in accordance to Member's and Handyman's availability.
4. If the Handyman shows up to the Premises and either Member is not there to receive them or they decide to no longer utilize the Service, a minimum of 1 hour will be deducted from the included hours. Member will then be able to use the remaining hours at a later date. If it happens a second time, Member shall forfeit any remaining complimentary Service hours and PCS may decline to allow Member to schedule a Handyman for Service provision through PCS again. No instance of a missed, cancelled or rescheduled appointment shall relieve Member of the obligation to pay for materials procured for the performance of the Services that otherwise would have been performed.
5. If Member would like to reschedule the service, the Handyman and PCS will need to be notified at least two business days in advance for any reschedule to be set without imposition of the penalties described above.
6. If Member is late for the scheduled time, the time the Handyman may either leave after waiting for 15 minutes to gain access to the Premises or may continue to wait and deduct all waiting time from the complimentary hours available or have PCS charge for the time at the applicable hourly rate if not complimentary hours remain.

Utility Setup & Consolidated Billing

During the term of any Service period or subscription, PCS will set up, manage and bill Members for their separately metered utilities upon request. The utilities include PG&E, Internet, Water, Telephone and Cable. The Member will be billed on a monthly basis for these charges at no mark-up.

General Conditions and Process:

1. Members will fill out a form at <https://yourpremiumconcierge.com/utility-bills> to identify which utilities services Member would like PCS to manage. Any such request must be submitted no later than two weeks prior to Member's Lease start date.
2. PCS may publish or directly inform Member from time to time which utilities service providers PCS works with for purposes of this Service. On Member's request for this Service, PCS shall inform Member which service providers it will utilize; if Member wishes to utilize a different provider then Member may do so under their own management and cost without involvement of PCS.
3. On form completion and submission by Member, PCS will then contact the appropriate provider and connect Member to such utilities. These utilities will start on the day the lease starts.
4. PCS will put the account(s) in PCS name, manage the account and issue bills for paid charges incurred.

5. If Member would like to dispute a bill, they are responsible to contact the relevant provider. PCS will not negotiate with any utility provider nor be responsible for obtaining any promotional rate or particular installation package. Member is ultimately responsible for all charges, even those in dispute and understands and agrees that this Service provided by PCS does not alleviate Member from any utility activation or payment obligation under any applicable lease for Member's Premises.
6. Even if Member does not use a service for a period of time they will still be billed accordingly.
7. Member must let PCS know at least 45 days in advance if they want to disconnect a service. Once a service is disconnected, there will be a \$50 fee to arrange for new service.
8. If there are any extra charges associated with disconnecting or freezing a service, Member is responsible for paying those charges.
9. If payment is not received from Member on time, Member understands and agrees that a late charge will be imposed which shall be no less than the late charge applicable for any late payment of rent under Member's lease.
10. If a Member wants to add any utility service to PCS management after move-in, they should contact PCS. PCS will then require at least two weeks' notice add any such utility service.
11. If a Member wants to change a service, there will be a fee of \$25 for each change, plus any cost from the provider.
- 12. Member agrees to cooperate and meet with PG&E or any other utility provider for safety checks upon at least 24-hours -notice.**
13. Member also agrees that PCS may initiate a service or safety check at the Premises in coordination with PG&E, Owner/Agent and/or any concerned insurer from time to time, including for matters such as gas appliance safety review or certification. In any such case, Member agrees that the Premises shall be made available for such check upon 48-hours-notice and that Member shall make themselves available to be personally present at any such check/inspection. If Member cannot be present at any such duly noticed check/inspection, then PCS may, but shall not have the obligation to, coordinate an alternative time with Member and otherwise Member's permission to enter the Premises for any such check/inspection, is deemed as granted. If any such check/inspection is noticed with Member's attendance confirmed and then Member does not show up and/or access to the Premises is refused or made unavailable, a \$50.00 service fee shall be charged to Member by PCS, which shall be immediately due and payable.
14. If the Services are terminated or if the Service subscription term is otherwise set to expire, PCS shall notify Member and request that Member act to move any managed utilities into Member's name. In all practical cases, this shall be done two weeks prior to the termination/expiration of the Service, but all responsibility shall be placed on Member to ensure timely transition of the account(s). Generally, this means that

Member should put in any utility transfer request at least one week prior to the deadline by which the concerned utilities must be transferred; otherwise Member may incur additional fees. If the period for Services shall end and Member shall not yet have transferred applicable utilities into Member's name, then PCS may continue to pay for the concerned utilities until Member completes the transfer; in such case, Member shall be required to pay for all such additional utilities paid and PCS shall charge Member an initial convenience fee of \$50.00 and thereafter shall charge, and Member shall pay, an additional fee of the greater of \$20.00 per month or 20% of the utility fees that continue to be paid. If Member continues to fail to transfer the utilities out of PCS' name, then PCS may, but shall not have the obligation to, give a final warning to Member that PCS will deactivate the utility accounts. In such case, Member expressly understands and agrees that Owner shall not have any involvement in or liability arising from such process and Member expressly agrees that Member surrenders and waives any and all claims for damages resulting from any such deactivation as against both Owner/Agent and PCS.

Concierge Personalized Recommendations

Each annual subscription provides Members with a specific number (minimum 5) of Personalized Recommendations per month to help coordinate various tasks.

Scope of Services

1. The Member will fill out the Personal Concierge Request form on <https://yourpremiumconcierge.com/personal-service>, describing with specificity the Service they want PCS to do perform and/or recommend as the case may be, as well as when they want to have the Service performed.
2. PCS can facilitate the following requests:
 - a. Babysitting
 - b. Dog walking
 - c. Booking of Airline tickets
 - d. Scheduling hair, massage or nail appointments
 - e. Restaurant recommendations & reservations
 - f. Car washing
 - g. Private tutoring
 - h. Airport Transport
 - i. Sign up for Gym Memberships
 - j. Hotel Reservations
 - k. Wash & Fold Services
 - l. Dry cleaning
 - m. Concert & Sporting Event Tickets
 - n. Auto Repair
3. PCS must be contacted with at least three business days advance notice to recommend or provide assistance with the securing of any such Service.
4. PCS may refuse requests that are not on the above list or which PCS does not have the ability to assist with at that time.

5. It is assumed that each request will take PCS up to 15 minutes to complete. If PCS needs extra time to complete any such request or if Member requests that additional options or information be provided, then PCS may do so but each increment of 15 minutes beyond the initial 15 minutes spent by PCS shall constitute use of another one of the 12 annually available requests.
6. If Member has no available referrals/recommendations left to use during a given subscription period, then PCS will notify Member and Member can pay to have their request fulfilled at \$10 for each 15 minutes.
7. PCS doesn't guarantee the satisfaction of their recommendations.
8. Any and all purchases, agreements or arrangements for recommended or referred services shall be executed exclusively between Member and the actual third-party service provider, seller, agency/company etc. PCS will not process any transactions for recommended services or purchases nor monitor or manage schedule changes. Any and all risks associated with Member's use of any recommended service shall be solely that of Member and/or the concerned provider Member expressly agrees that PCS shall have no liability whatsoever to Member or any other party for any dissatisfaction with the recommended or 'assisted with' service nor any loss of property, damage or injury from the same including any event resulting in loss of ability to work, lost time, or anything resulting in trauma, disability or death. Member expressly agrees to defend, indemnify and forever hold harmless PCS for any claim arising or harm, damage, fine or penalty suffered by Member or any other party as a result of the use by such person of any service recommended or 'assisted with' by PCS pursuant to this Agreement.

Renter's Insurance:

What Renter's Insurance Will Provide:

Through this Service, PCS will purchase renter's insurance on Member's behalf. The Renter's Insurance terms and policy features, all of which Member expressly agrees to review and consent to, may be found here: www.yourpremiumconcierge.com/renters-insurance-terms.

What PCS Will Provide:

1. PCS will purchase renter's insurance policy for Member and have the policy issued in Member's name.
2. PCS may have any such purchased policy include two Members each as insured on the same policy for the Premises
3. The maximum amount of coverage on any such policy that PCS will pay for shall be \$30,000 in total property coverage, and \$100,000 in liability coverage, irrespective of whether or not one or two Members are named on a given policy.
4. PCS shall have the management company and/or Owner of the Premises named as an additional insured on any such policy.

5. PCS' payment of the premiums for the policy shall be for one-year period, commencing from the start of Member's lease.
6. PCS shall not renew or pay of any such insurance policy beyond one year unless Member renews the PCS subscription to continue after the first subscription year. Where a subscription is renewed, either after the first year, or in subsequent years thereafter, PCS will continue to pay the policy premiums for Member for any such renewal periods. Where a subscription is not renewed, PCS will notify Member(s) with at least 30 days written notice, that the renters insurance policy will no longer be paid for by PCS and that Member(s) must contact the policy issuer to either obtain a new policy or arrange for payment of the continuation of the policy by themselves.

Special Disclaimers and Conditions:

1. In no case will PCS assist Member with obtaining any renter's insurance policy once Member's tenancy has commenced.
2. PCS does not act and will not act as an insurer of any kind.
3. PCS is not and will not act as an insurance agent or broker of any kind and does not maintain any financial relationships with any insurance provider or receive any form of compensation from any insurer for the provision of any service.
4. PCS only provides Member with an option for an insurance policy which is available as a part of this Service but shall not require Member to obtain insurance from any specific insurer. If Member wishes to utilize a different and/or secondary insurer than such insurer Service, Member shall be free to do so at their own costs and by their own arrangement but this election by Member shall have no bearing upon Member's subscription costs for the Services provided otherwise.
5. PCS shall not advise Member as to the appropriateness of any particular coverage plan and bears no responsibility for Member's qualification or eligibility for a particular policy, nor has any role in any insurer's decisions with respect to policy issuance, underwriting, or coverage of any kind.

PART THREE: Additional Web Service Terms

We invite you to use our website and the Services described herein solely for your personal and non-commercial purposes ("Permitted Purposes"). By using our website, you agree that you are at least 18 years of age, or if you are under 18 years of age (a "Minor"), that you are using the website with the consent and supervision of your parent or legal guardian and you have received your parent's or legal guardian's permission to use the website and agree to these Terms. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully indemnify and hold us harmless if the Minor breaches any of these Terms.

In these Terms we are granting you a revocable, limited, personal, non-exclusive and non-transferable license to use, enjoy and access various features of the website, associated API and the Services described herein; your right to do so is solely permissive in nature and is conditioned on your compliance with these Terms. You have no rights in our website, any Materials or Service other than as stated in these Terms and you may not modify, edit, copy,

reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of our website material or any Service in any manner.

Password Restricted Areas:

In order to use the Services provided herein and any account portal and to access certain other features, you may have to access password-restricted areas and materials on our website and in so doing, you may be required to successfully register an account with us.

If you want an account with us, you must submit the following information through the account registration page:

- A working email address;
- First and last name;
- Job title;
- Company;
- Phone number;
- Residential Premises address;
- Residential Lease copy;
- Credit card information; and
- Password.

Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will be permitted to log in to your account with your new user name and password. For so long as you use the account, you agree to provide true, accurate, current, and complete information which can be accomplished by logging into your account and making relevant changes directly. All personal information that you provide about yourself will be governed our Privacy Policy and you consent to all action that we take with regard to your personal information that are consistent with our Privacy Policy. And, if you forget your password – no worries as we will happily send a password update to your provided email address.

Using the Website:

It is your job to obtain and maintain all equipment and services needed for access to and use of our website as well as paying related charges. It is also your responsibility to maintain the confidentiality of your password(s). You agree not to share your password, let others access or use your account, or do anything else that might jeopardize the security of your account. Should you believe your password or security for your account has been breached in any way, you must immediately notify us.

Except for the foregoing licenses, you have no other rights in or to any of the Services described herein or to use our website. All rights not granted to us in these Terms are reserved by us.

Portal Availability and Service Information:

To any extent that a Member Portal on the PCS website may require utilization for the accessing of the Services, that portal may be unavailable at certain times, including during any unanticipated or unscheduled downtime or as a result of system failures or force majeure events. If you have a current subscription or any purchased or prepaid package, we will use commercially reasonable efforts to provide you with information regarding any such

interruptions and the restoration of use of, and access to, the Service portal following any interruption.

You acknowledge and agree that we obtain data for the Services from third parties, and that such sources may become temporarily or permanently unavailable. We believe such sources and data to be reliable but we have not necessarily verified the accuracy or completeness of such third party data. We reserve the right to modify and update the Services from time to time, including the addition and removal of data elements and materials provided in connection with the Service.

Submissions:

Certain areas of our website and the Service portals (e.g., blogs, chat rooms or customer ratings and review areas) may permit you to submit feedback, information, data, text, software, messages, or other materials (each, a “User Submission”). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you are promising us that:

- You own all rights in your User Submission (including, without limitation, all rights to the reproduction and display of your User Submission) or, alternatively, you have acquired all necessary rights in your User Submission to enable you to grant to us the rights in your User Submission as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submission;
- Your User Submission does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all “moral rights” that you may have in your User Submission;
- Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another’s privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;
- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential, proprietary, or personal; and

- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, make derivative works from, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submissions and to use your User Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of our websites and the account portals through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submission to any third party absent any obligation of confidence on the part of the recipient.

Proprietary Rights:

The website and all materials on it are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, we and our licensors exclusively own all right, title and interest in and to the website, all materials, and all intellectual property rights therein, including, but not limited to: (i) the information, features, text, content, files, graphics, art work, icons, audio, sounds, copyrighted text, works of authorship, descriptions, and user and visual interfaces; (ii) the website; (iii) the design, appearance, structure, selection, coordination, expression, look and feel, and arrangement of the website; and (iv) the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on, or in, our website. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying our website or any part thereof.

Intellectual Property Infringement:

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to our website (or any portion thereof) to any user who uses our websites in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the our website in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual

property right is being infringed by a user of this website, please provide written notice to our Agent for notice of claims of infringement:

Premium Concierge Services, Inc.
Care Of: Sutter Law, PC
61G Avenida de Orinda
Orinda, CA 94563

Attn: Ian Bennett-Goldberg

Email: ian@sutterlegal.com

To be sure the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
- Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
- Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
- Contain a statement that the information in the written notice is accurate; and
- Contain statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a validly received Digital Millennium Copyright Act ("DMCA") take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Please note that if you knowingly materially misrepresent that material or activity on our website is infringing your copyright, you may be held liable for damages without regard to any liability limitations otherwise stated in these Terms.

Local Laws and Export Control:

We control and operate the website from our headquarters in the United States of America and the entirety of the website may not be appropriate or available for use in other locations. If you use our website outside the United States of America, you are solely responsible for following applicable local laws.

PART FOUR: Additional General Terms

Limitation of Liability

Our liability is strictly limited. You expressly agree that when using any aspect of our Service account portal or any of the Services provided herein, by virtue of this Agreement or with regard to any claim arising out of in relation to any of the Services whatsoever, that the maximum amount of liability which may be claimed against PCS shall be the total amount of fees paid by Member for the Services during the current term or subscription period up to a maximum period of twelve-months, including any Premium Add-Ons. In the case of complimentary Services during any such term where no fees have been paid, then our liability shall be limited to the amount of fees that would have otherwise been paid pursuant to this Agreement if a paid subscription or Service package were to be applied at the ordinary and usual rates for paid Services over that same period of time, up to a maximum of twelve months.

In any event where any of the Services should be modified, cancelled, terminated or otherwise eliminated, subject to the above described liability limitations, Member also expressly agrees and acknowledges that no such event shall constitute any form of reduction in housing services as PCS is not a housing service provider this Agreement constitutes an independent contract between PCS and Member. In any case, any such modification, cancellation, termination or elimination of any and all Services by PCS shall not constitute a loss to Member nor have any presumed or assumed value exceeding \$100.00 over any twelve-month period.

In all cases, each of the parties hereto expressly agree that all special, incidental, consequential and punitive damages are waived, including any claims of lost opportunities, earnings or profits, lost usage value, and pain and suffering or emotional distress, whether or not any advance notice of risk or likelihood of the same is given.

The foregoing notwithstanding, if you engage in any form of malicious or intentionally tortious or criminal activity against us or any of the third-party service providers facilitated by us through this website or the Services, you agree that the foregoing limitations shall not be applicable to your liability to us. Similarly, these limitations shall have no effect upon any provided indemnity or indemnification rights under this Agreement and the provisions of this section to not waive or limit our ability to obtain injunctive or other equitable relief.

Availability

The Services may be unavailable at certain times, including during any unanticipated or unscheduled downtime or as a result of system failures or force majeure events. If you have a current subscription or any purchased or prepaid package, we will use commercially reasonable efforts to provide you with information regarding any such interruptions and the restoration of use of the Services following any interruption.

Notices and Electronic Communications

By using the Services, you consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. Any and all such notices to you shall be directed to the email address which you submit upon account registration and any updates to that address that shall be your sole responsibility. However, this shall not preclude us from sending written notice in physical copy to the Premises, which if sent, shall also constitute notice. Any notice issued by you to us shall be sent to info@yourpremiumconcierge.com or shall not otherwise be effective.

Third Party Services and Links to Third Party Sites:

We think links are convenient, and we sometimes provide links from our website and account portals to third-party websites. If you use these links you will leave our website. We are not obligated to review any third-party websites that we link to, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from a website or the Platform, you do this entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites. Certain areas of our websites may allow you to interact and/or conduct transactions with one or more third-party websites, and, if applicable, allow you to configure your privacy settings in that third-party website account to permit your activities on our website to be shared with your contacts in your third-party site account.

Similarly, wherever and whenever we provide you with any type of connection to a third-party service provider, unless expressly stated to the contrary in this Agreement, any and all interaction between you and such provider shall be solely at your own responsibility and risk.

Unauthorized Activities:

To be clear, we authorize your use of our website and the account portals only for purposes expressly permitted under these Terms. Any other use beyond such purposes is prohibited and, therefore, constitutes unauthorized use of our website and any associated Services or portals. This is because as between you and us, all rights in our website, our Services and our account portals remain our property.

Unauthorized use may result in violation of various United States and international copyright laws. Because we prefer keeping our relationship with you as straight-forward as possible, we want to give you examples of things to avoid. So, unless you have written permission from us stating otherwise, you are not authorized to use our website or any of the Services or

any account portal in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- For any public or commercial purpose which includes use of our website or any element thereof on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of our website content or materials or any Services or the API;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual or entity;
- To exploit, harm or attempt to exploit or harm minors;
- To send, knowingly receive, upload, download, use or re-use any material through our website without our prior written content, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of our website, or cause others to do so.
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- To interfere with or disrupt our Services, our website or the servers or networks connected to the same;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with the website; or
- Attempt to gain unauthorized access to any portion of our website, or any other accounts, computer systems, or networks associated with the website, whether through hacking, password mining, or any other means.

You alone are responsible for any violation of these Terms by you or anyone you permit to use your account. You agree to indemnify and hold us and our officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) that we or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your subscription or account application or profile, your use of the any part of the website or Services, or the use of any part of the same by any person using your account (including without limitation, any of your Submissions) violates any applicable law, regulation, or the copyrights, trademark rights or other rights of any third-party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim. **Such indemnification rights as stated herein shall apply in the same fashion to any other provisions of indemnification granted to us in this Agreement.**

Feedback

Any submissions by you to us (e.g., comments, questions, suggestions, materials – collectively, "Feedback") through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You

understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

No Tenancy Rights or Association:

While you are required to be an occupant of the Premises for which the Services described herein are available and that requirement mandates that you have a current lease for such Premises, no aspect of this website or any of the Services described herein constitute any form of right or amenity under any residential lease nor any sort of service of any kind which may be provided or guaranteed pursuant to any form of tenant protection ordinance including any aspect of rent control or rent adjustment.

The Services provided herein are permissive in nature only and are fully revocable as described herein and do not equate to any form of service provided by your landlord or any property management company. PCS is an independent company and is not a property manager or residential property owner and your agreement with PCS under these Terms does not confer any rights to you under any residential lease nor are you a third party beneficiary with regard to any relationship which PCS may have with any property management company or owner of any Premises contemplated herein.

Governing Law and Dispute Resolution:

This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of JAMS. Either Party may send a notice to the other Party of its intention to file a case with JAMS under this section (“Arbitration Notice”). The arbitration will be conducted in San Francisco, California, by a single arbitrator knowledgeable in the commercial aspects of real estate related services and each of the Parties submits to the jurisdiction of JAMS and within the venue of San Francisco and waives any right to claim inconvenient forum or such similar jurisdictional defense or objection. The arbitrator will provide detailed written explanations to the parties to support their award and regardless of outcome, each Party shall pay its own costs and expenses (including attorneys’ fees) associated with the arbitration proceeding and fifty percent (50%) of the Fees of the arbitrator and JAMS. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall have the authority and jurisdiction to decide issues of its own jurisdiction as well as to grant injunctive or other equitable relief. EACH OF THE PARTIES HERETO EXPRESSLY AGREE THAT BY CONSENTING TO THIS ARBITRATION AGREEMENT, THEY ARE WAIVING THEIR RIGHT TO HAVE ANY DISPUTE UNDER OR ARISING OUT OF THIS AGREEMENT DECIDED BY A TRIAL BY JURY. The foregoing notwithstanding, these requirements for arbitration shall not apply and shall be of no force or effect to the extent they would prohibit any party of obtaining immediate injunctive relief, bringing an action for possession of real property, or at small claims.

Force majeure.

PCS is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of god, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, supply or personnel shortages, riots, fires, earthquakes, floods, pandemics, government or health

agency-ordered shutdowns, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions which may cause any interruption to the Services including those of Member or any other use of the Services.

Assignment.

Member may not assign this Agreement to any party without the prior written consent of PCS. This Agreement and any of the Services discussed herein may be assigned, transferred or sublicensed by PCS along with any or all of its obligations hereunder with written notice to Member.

General Provisions.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited, eliminated or redrafted to the minimum extent necessary so that this Agreement will otherwise remain in full intent, force and effect and shall continue to be enforceable. This Agreement, together with any statement regarding the Services and any amendments thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. No failure of PCS to enforce or apply any provision of this Agreement shall act as a waiver of any kind, nor shall any discreet waiver of any right or instance of enforcement by PCS operate as a general waiver. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither Party has authority of any kind to bind the other Party in any respect whatsoever. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "section" or "schedule" are references to a section of, or schedule to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings. Each of the Parties hereto acknowledges that each of them has had sufficient opportunity to review the terms of this Agreement with their preferred counsel or advisors. In the event of any ambiguity in this Agreement, there shall be no presumption against the drafter as both or all Parties hereto shall be deemed to have drafted this Agreement and waive the provisions of California Civil Code § 1654.

Last Updated: May 16th, 2021