

TERMS OF SERVICE

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2. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at <https://www.ismycustomermoving.com/tos>.

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7. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the website and all content and functionality available at ismycustomermoving.com. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

8. **Indemnification.** You agree to indemnify, defend and hold IsMyCustomerMoving LLC and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

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You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

11. Use of Information. IsMyCustomerMoving LLC reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

12. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Matthew A. Grossman, who can be reached as follows:

By Mail: 550 W. Main St., Ste. 500
Knoxville, TN 37902

By Phone: 865-546-9321

By E-mail: mgrossman@fmsllp.com

13. Applicable Law and Forum Selection. You agree that the laws of the state of Tennessee, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and IsMyCustomerMoving LLC or its affiliates. Any litigation which may arise between you and IsMyCustomerMoving LLC shall be adjudicated solely in the Chancery Court for Knox County, Tennessee (the “Forum Court”), to the exclusion of any other court which may otherwise be of competent jurisdiction, and You expressly waive any right which you may have to initiate any action in any other forum, and You expressly waive any right You may have to remove any action from the Forum Court to any court of the United States. By accepting these Terms of Service and accessing the Site, You expressly agree to submit yourself to the jurisdiction of the Forum Court and waive rights as set forth herein, and You expressly agree that IsMyCustomerMoving LLC’s provision of access to the Site is sufficient consideration for this forum selection and forum waivers.

14. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

15. Waiver. The failure of IsMyCustomerMoving LLC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by IsMyCustomerMoving LLC must be in writing and signed by an authorized representative of IsMyCustomerMoving LLC.

16. Termination. IsMyCustomerMoving LLC may terminate this Agreement at any time, with or without notice, for any reason.

17. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

18. Entire Agreement This Terms of Use constitutes the entire agreement between you and IsMyCustomerMoving LLC and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and [name of website] with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. IsMyCustomerMoving LLC may revise this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this

website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

19. Contact Information.

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