**QuickGrab Terms of Use**

Last updated: May 21st, 2018

**Welcome to Grabr**

We are Grabr, Inc. (“Grabr,” “Us,” “We,” or “Our”), and we are a platform that helps to define, create and connect a global community of friends and colleagues who not only want to celebrate shared interests, but who also want to minimize cultural, geographic and social divisions between them through online and offline communications and interactions. Our friends and our community are bound together by many things, including a desire to share items, goods, products or services (which we call “Grab’d Items”) between those who may seek to obtain them globally (whom we call “Shoppers”) and those willing to help bring them to their friends, whom we call “Travelers”). We do this through our website, located at [https://grabr.io](https://grabr.io/), and through our applications, which may be available from third party sites for various mobile and computing devices, and through our products, services and information, all of which we collectively refer to as the “Grabr Platform.”

**IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY, THEY CONSTITUTE A CONTRACT AND CONTAIN A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES AS DETAILED IN THE SECTION TITLED**[**ARBITRATION AND CLASS ACTION WAIVER**](https://grabr.io/en/terms#arbitration)**BELOW. PLEASE READ CAREFULLY.**

These Terms of Use are a contract, and contain important information about Your legal rights, remedies and obligations, and they incorporate and include the [Grabr Privacy Policy](https://grabr.io/privacy" \t "_blank), all of which You should read carefully and all of which we collectively refer to as the "Terms." Your agreement with Us depends upon how you use Our Platform, either as a Shopper, or as a Traveler, or both. References to "You" or "Your" mean the person(s) who accesses, uses, and/or participates in the Grabr Platform in any way, and each of their heirs, successors and assigns. By accessing or using any part of our Platform, which includes without limitation as Shoppers, Travelers or persons accessing or searching the Grabr Platform, You are agreeing to the Terms, and incorporated documents.

**Modification or Changes to the Grabr Platform, the Terms of Use and Incorporated Documents**

We are continually changing and improving the Grabr Platform. We reserve the right in our sole discretion to modify it, to add or remove features or functionalities or to suspend or terminate any part or all of the Grabr Platform with or without notice to you. We may also modify or amend these Terms or incorporated documents to reflect changes in the law, changes to the Grabr Platform, Fees (defined below) or any other aspect of the relationship between Grabr and You. You should look at the Terms regularly.

If we make changes to these Terms, or any other document incorporated by reference here, we will post the changes to the Terms of Use pages of our Platform, send you a message or otherwise attempt to notify you. Amendments are effective no sooner than thirty (30) days after we post them on the Grabr Platform for existing users and immediately for all the new users joining and accepting the terms after and on the day these are amendments are posted, unless we notify You otherwise. If You do not agree to the Terms, including as changed or modified, We will be sorry to see you go, but Your only recourse is to stop using or accessing the Grabr Platform.

**Eligibility and Use of the Platform**

Access to and use of the Grabr Platform is available only to individuals who are at least 18 years old, who can form legally binding contracts under applicable law, and who properly create a valid account as explained below (valid account holders, whether Shoppers, Travelers or both, may also collectively be referred to in these Terms as “Members”). By accessing or using the Grabr Platform, You represent and warrant that you are eligible to do so.

YOU ALSO ACKNOWLEDGE AND AGREE THAT, UNLESS WE OTHERWISE SPECIFICALLY AGREE IN WRITING, GRABR IS NOT IN THE BUSINESS OF OFFERING, SELLING, PURCHASING, OR BRINGING GRAB’D ITEMS. YOU UNDERSTAND THAT BY ACCESSING THE THE GRABR PLATFORM, AND IN BECOMING A MEMBER, YOU RECEIVE ONLY THE ABILITY TO USE THE GRABR PLATFORM TO ACCESS FRIENDS WHO MAY BE INTERESTED IN BEING A SHOPPER AND/OR TRAVELER, INCLUDING, BUT NOT LIMITED TO, THE ABILITY TO MESSAGE OTHER MEMBERS ABOUT GRAB’D ITEMS. YOU ACKNOWLEDGE AND AGREE THAT GRABR IS NOT A PARTY TO ANY RELATIONSHIP OR AGREEMENT BETWEEN YOU AND ANOTHER MEMBER, AND THAT ANY SUCH RELATIONSHIP IS BETWEEN THE MEMBERS ONLY. YOU ALSO ACKNOWLEDGE AND AGREE THAT AT ALL TIMES, IT IS YOUR RESPONSIBILITY AND NOT GRABR’S RESPONSIBILITY, WHICH IS DISCLAIMED TO THE MAXIMUM EXTENT OF THE LAW, TO BE FAMILIAR WITH, TO ABIDE BY AND TO COMPLY WITH ALL RELEVANT FEDERAL, STATE, LOCAL, AND INTERNATIONAL LAWS, RULES AND REGULATIONS THAT MAY APPLY TO ANY GRAB’D ITEMS OR TO ANY RELATIONSHIP BETWEEN MEMBERS.

Members also acknowledge and agree that they are users of the Grabr Platform only, and that they are not Grabr employees, joint venturers, partners, or agents whatsoever. Grabr does not have the right to control and does not control Members, or the relationships between them or the subject matter of such relationships. You acknowledge and agree that, except where these Terms provide otherwise, it is the Members themselves who establish any applicable Traveler Fees. While Grabr may help facilitate disputes, We have no control over and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Grab’d Item arranged between Members, (ii) the truth, accuracy or suitability of any description or any other aspect referred to by Members on the Grabr Platform, (iii) the performance or conduct of any Member or third party or (iv) the legality or compliance with laws, rules, regulations, orders and decisions that may be applicable to any relationship between Members or the subject matter thereof. While we may provide information that may be helpful in assisting you to evaluate another Member, and their status in the Grabr community, Grabr does not endorse any particular Member or any Grab’d Item. Any reference to a Member being “Verified” (or similar language) only indicates that the Member has completed a verification or identification process and nothing else.

To promote the Grabr Platform and to increase exposure to potential Members or their desired Grab’d Items, content from the Grabr Platform may be displayed on other websites, applications, other communications (including email or SMS or other text message services), and in online and offline advertisements. To assist Members who speak other languages, content from the Grabr Platform may be translated, in whole or in part, into other languages and where done so, Grabr does not guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of them.

**Account Registration, Member Verification and Other Member Representations And Warranties**

To access some of Our features and services, You will need to validly register for an account and to become a Member. You are only eligible to have one (1) Account at a time, and are not allowed to transfer Your account at any time to another person or entity. As indicated above, by doing so, You represent and warrant that you are over the age of eighteen (18) and are capable of entering into legally binding agreements in the relevant jurisdiction (s).

You also represent and warrant that You will comply with any and all applicable import and export control laws or customs laws in Your local jurisdiction. You also represent and warrant that (i) neither You nor the subject of Your transaction (i.e., Grab’d Items) is the subject of a United States or other country’s embargo, or that it has been designated by the United States Government as a “terrorist supporting” country and that (ii) You are not listed on any United States Government or any other country’s list of prohibited or restricted parties.

To create a Member account, You must create a password-protected account (“Account”). You may register for an Account using Your email and creating a password, or by using your existing third party networking accounts that are enabled by Grabr now or in the future such as Google, or Facebook, Twitter or others (“Third Party Networks”), if any. You agree to provide accurate, current and complete information during the Account registration process and at all other times when You use the Grabr Platform, and to continually update information sufficient to keep it accurate, current and complete. You and You alone are responsible for safeguarding your Grabr Account password and other information, if applicable to a Third Party Network, and You are solely responsible for all activity that occurs on or through your Account or Third Party Network created account and that You will immediately inform Grabr of any suspected unauthorized use. Grabr is not liable or otherwise responsible for any loss or damage that any party claims is caused in whole or part by unauthorized use of Your Account. Notwithstanding the foregoing, You may, however, be liable or responsible to Grabr or third parties due to unauthorized use of Your Account.

You acknowledge and agree that, as permitted by applicable laws, Grabr may in its sole discretion, but is not obligated to, obtain reports from consumer reporting agencies or otherwise review publicly available information about Members, including sexual offender registration lists or databases compiling information about criminal convictions relating to, without limitation, crimes of violence, theft, burglary, conspiracy, abuse, neglect, fraud, dishonesty, perjury, forgery, embezzlement, cyber crimes, identity theft, drug related offense, obstruction, organized crime, prostitution, warrant violations, weapons offenses and crimes which endanger the life or property of others. By accessing or using the Grabr Platform, You authorize us to use Your personal information (including name, address, date of birth or other identifying information) to obtain these reports and agree that we may, in our sole discretion suspend, cancel, block, restrict or terminate Your access to the Grabr Platform based upon Our evaluation of such reports, again in our sole discretion. If we undertake an effort to verify Your background through these or other methods (which we are not obligated to do under these Terms), and choose to identify you as “Verified,” such a notation shall mean nothing other than that You completed a verification or identification process and shall not constitute an endorsement of You or any other Member to the public or to any Member.

**SMS or Text Messaging**

By creating an Account, and becoming a Member, You agree that the We may send you text (SMS) messages as part of the normal business operation of Your use of the Grabr Platform. Such uses include without limitation, to provide You with information you requested from Grabr or its Members, to let you know about features, functions, improvements or changes to the Platform, to facilitate Your identification of desired Members or Members who may be able willing to discuss Grab’d Items, or other aspects of your Account.

These text (SMS) messages may be automated or non-automated, and while Grabr does not charge You to send or receive such messages, message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages from Us at any time by [contacting our Support team](https://help.grabr.io/hc/requests/new). You acknowledge that opting out of receiving text (SMS) messages may impact Your use of and ability to fully use the Grabr Platform.

**Prohibited Conduct**

Regardless of whether you access or use the Grabr Platform with or without an account, by accessing, searching on or using the Grabr Platform in any way, You agree that will not:

* Use another person’s Account, to misrepresent yourself, Your identity or qualifications or transactions;
* Violate any federal, state, local, national or international law, or any rule, regulation, tariff or duty, including customs laws or regulations that may apply to You or to Your relationship with other Members or to any Grab’d Items.
* Use any automated system including but not limited to robots, spiders, offline readers, crawlers, scrapers to access, copy, maintain or compile the Grabr Platform or content thereon for any purpose without Grabr’s prior written approval;
* In any manual or automated way copy, appropriate, use or disclose any copyrighted text, or other intellectual property, rights of publicity, privacy or contract rights or otherwise misuse or misappropriate Grabr Platform information or content including but not limited to, use on a mirrored, competitive, or third-party site;
* Transmit more request messages through the Grabr Platform in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
* Take any action that (a) may unreasonably encumber the Grabr Platform’s infrastructure; (b) interferes or attempts to interfere with the proper working of the Platform or any third-party participation; © bypasses measures that are used to prevent or restrict access to the Grabr Platform; (d) circumvents, disables or otherwise interferes with security features of the Grabr Platform; (e) distributes viruses or any other technologies that may harm Grabr or users; (f) uses the Grabr Platform in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights; or (g) circumvents or manipulates and fees, fee structure or billing claimed or owed as a result of interaction, relationships or transactions that may be facilitated on the Grabr Platform;
* As a Member, use the Grabr Platform in any manner that circumvents Your obligation to pay Grabr or another Member or to bring Grab’d Items as agreed;
* “Stalk,” or harass or intimidate any other Member or user of the Grabr Platform; or collect, harvest or publish any personally identifiable data including but not limited to names or other account information, from the Grabr Platform, or use the communication systems provided by the Grabr Platform for any reason not explicitly authorized by these Terms, including but not limited to commercial solicitation purposes;
* Recruit, solicit, or contact in any form Members for employment or any other use not specifically intended by the Grabr Platform;
* Take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful content to or through the Grabr Platform, including without limitation content that is hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates, promotes, or encourages inappropriate activity, conduct that would be considered a criminal offense, or conduct that would give rise to civil liability or violate any law;
* Violate any Grabr policies that govern or relate to Your use of the Grabr Platform and interactions with You and third parties;
* Take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Grabr and which relate to Members;
* to fail to perform as agreed upon by Members;
* Engage in fraudulent conduct including but not limited to entering into a relationship with another Member to obtain and/or bring Grab’d Items with no intention of following through, offering to make prohibited money transfers or to arrange to obtain and/or bring Grab’d Items that are prohibited by applicable law at places of disembarkation, transit or embarkation or entering into any relationship fraudulently or for fraudulent purpose or to conclude your arrangement off the Grabr Platform or to circumvent or evade the Grabr Platform or to evade any other requirement of these Terms;
* Registering for more than one (1) Grabr Account or registering for a Grabr Account on behalf of an individual other than Yourself or transferring or purporting to transfer your Grabr Account to any other person.
* Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Grabr Platform; and
* Attempt to indirectly undertake or achieve any of the foregoing.

**User or Third Party Generated Content**

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content created wholly by You or third parties and that is not created in whole or part by Us (“User Content”), which may include but is not limited to profile information, information about Grabr’d Items or relationships and similar content. By making available User Content to Us, You grant to Grabr an irrevocable worldwide, perpetual, non-exclusive, transferable, royalty-free and fully paid up license, with the right to sublicense, use, copy, adapt, modify, distribute, license, sell, perform, transfer, display, publicly perform, stream broadcast, access, view and otherwise exploit (by means now known or to be developed in the future) the User Content on the Grabr Platform and for any other purpose in our sole discretion, except that private messaging through the Grabr Platform will not be used by Grabr in public advertising. The license granted by You to Grabr will survive termination of these Terms and shall survive termination of the Grabr Platform, if any, or termination of Your Account. Grabr does not claim any ownership interest or rights in Your User Content and nothing in these Terms shall be deemed to restrict rights You may have in Your User Content.

You acknowledge and agree that Grabr has no role in the creation, either in whole or in part, of User Content you provide to Grabr or to the Grabr Platform and that You alone are solely responsible for all User Content that You make available, including without limitation Requests, Offers and Acceptances, and the information that may be contained therein. You thus represent, warrant and agree that (i) you either own or have all necessary rights, licenses, consent and releases necessary to grant Grabr the rights in User Content under these Terms; (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of User Content or Grabr’s use of Your User Content (in whole or part infringes, misappropriates or violates any third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property or proprietary rights or result in violation of any applicable law, rules, regulation or court order. You acknowledge and agree that Grabr may exercise any traditional editorial function as to User Content including but not limited to proofreading, editing, summarizing, digesting or other editing without becoming the author of such content, and that it remains Your sole responsibility to monitor your User Content and to guarantee that any such edited User Content is accurate and consistent with your representations, warranties and agreements in these Terms.

We reserve all rights, in our sole discretion to remove, suspend, disable access to or otherwise to restrict access to the Grabr Platform or to User Content that We consider to be a violation of these Terms, Grabr policies and procedures, We consider harmful to the Grabr Platform, to Grabr or to any other Member or third party or which We consider to be otherwise objectionable or for any other reason.

**Payment Terms and Appointment of Grabr as Limited Payment Collection Agent**

**Payments-Related Representations and Warranties**

As set forth above, except where we otherwise specifically agree in writing, Grabr does not own, create, sell, offer, resell, provide, control, manage, buy, offer to buy, bring, or offer to bring or supply any Grab’d Items or any other tangible or intangible thing that You may discuss with another Member. When Shoppers and Travelers make or accept an offer to transact, they are entering into a contract with each other, and even though Grabr may act as a limited payment collection agent as defined below, it is not a party to any agreement discussed or entered into between Members.

Grabr may restrict the availability of payment services, or any aspect or feature of payment services, to perform maintenance of systems to help ensure the proper functioning of the system or to improve, enhance, modify, suspend or terminate any payment service, or to introduce new or additional services at any time, including through additional third parties. The payment-related services may contain links to certain third-party websites, applications, services or resources (“Third Party Services”). Any such Third Party Services are subject to different terms or conditions and privacy practices created or controlled by third party providers and not Grabr, and Members should review them carefully and independently. Grabr is not responsible for or liable for the availability, accuracy, reliability or anything related to Third Party Services, including the content thereon. Links or other access to information of Third Party Service providers shall not constitute an endorsement by Grabr of such providers or their services.

You may not use Grabr’s payment related services except as authorized by the laws of the United States of America, the laws of the jurisdiction where you reside, and any other applicable laws. Specifically, but not by way of limitation, Grabr’s payment related services may not be used to send or receive funds or currency into (i) any United States embargoed countries; (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s list of Denied Persons List or Entry List. By agreeing to these Terms, by accessing and/or using the Grabr Platform, you further represent and warrant that (i) neither you nor the subject of your transaction (e.g., items, goods, products, services, tangible or intangible things) are located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a “terrorist supporting” country; and (ii) that you are not listed on any United States Government list of prohibited or restricted parties. Additionally, notwithstanding your agreement to the above relating to the laws of the United States of America and its subdivisions, localities and municipalities, you also hereby agree to comply fully with relevant export and import and customs laws in your local country and jurisdiction.

**Payment Processing Services**

Payment processing services, which are a key feature of the Grabr Platform, are currently provided by Stripe, and where applicable, may include money transmission services pursuant to licenses or other regulatory approvals held by Stripe. Payment processing services provided by Stripe are subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement. By agreeing to these Terms or by accessing, searching or using the Grabr Platform, You agree to be bound by the Stripe Connected Account Agreement and the Stripe Services Agreement, as they may be amended or modified from time-to-time by Stripe. Grabr’s provision of any payment processing services through Stripe is subject, and conditioned upon, Your agreement to provide Grabr up-to-date, accurate, and complete information relating to you and your payment instrument (s) and You expressly authorize Grabr to share this information and transaction-related information relating to your use of payment related services with Stripe. Grabr reserves the right to provide payment processing services through other third party vendors, and if it choose to do so, will provide notice to you via Grabr Messaging or through another method.

**Appointment of Grabr as Limited Payment Collection Agent**

By agreeing to these Terms, and in accessing or using the Grabr Platform, Travelers appoint Grabr as their respective limited payment collection agent, authorized to receive and collect payments for transactions entered into between Members, including (i) Item Costs, (ii) Grabr Service Fees, (iii) Traveler’s Fees, (iv) Acceleration Fees, if any, and (iv) Taxes and other Government Regulatory Fees (for example, without limitation duties, tariffs or government charges) (“Total Fees”) owed by Shoppers to Travelers as set forth in these Terms. Payments made by Shoppers to Grabr in connection with an Offer shall be considered the same as a payment made directly to Travelers, and Travelers agree to provide the Grab’d Items to Shoppers in the agreed-upon manner as if the Traveler has received payment directly from Shoppers. You further agree that Grabr’s obligation to remit payments to Travelers is conditioned upon and extends only to sums that it has successfully received from Shoppers in accordance with the relevant agreements, and also that in accepting appointment as the limited payment collection agent, Grabr assumes no liability for any acts or omissions of Shoppers or Travelers, Members or any other person. As limited payment collection agent, Grabr assumes no liability or obligation for any funds or obligations owed by Shoppers that were not collected by Grabr in its role under this Paragraph.

Each Shopper and Traveler acknowledges and agrees that, notwithstanding the fact that Grabr is not a party to the agreement between Travelers and Shoppers, Grabr acts as the Travelers payment collection agent for the limited purpose of accepting collection from Shoppers on behalf of the Traveler. Upon Shoppers' remittance to Grabr, Shoppers' payment obligation to the Traveler for agreed upon amounts is extinguished, and Grabr is responsible for remitting funds collected to Travelers in the agreed upon manner. In the event that Grabr does not remit such amounts, Travelers' recourse is only against Grabr, and not Shoppers directly.

If any Member does not make a payment properly, or if Grabr cannot properly charge a payment method on file with it, or any other payment method for any reason, Grabr expressly reserves all rights under applicable law to recover payment as well as all of its costs and expenses incurred, including reasonable attorneys' or other professionals' fees, in pursuing such payment (s).

**Transactions Between Shoppers and Travelers on Grabr**

Grabr strives to make the Grabr Platform useful, simple and efficient. Grabr Shoppers located globally may gain access to friends who have better availability to Grab’d Items in other markets who may be fully willing to bring these items to their Grabr friends and colleagues. At the same time, Grabr enables Travelers to help their friends and community, and may even help them defray the time and expense of their travel to see and help their global Grabr friends. Through the Grabr Platform, Grabr helps to bring diverse groups of people together, and hopefully, to minimize the differences and divisions that can accumulate over time, geographical distance and cultures.

As set forth more fully below, in a typical transaction facilitated on the Grabr Platform, the Shopper publishes an invitation called a “Shopper Request” which identifies desired Grab’d Items. Interested Travelers or Travelers matched by the Grabr Platform, may then make offers to bring Grab’d Items on terms expressed between Members in a “Traveler’s Offer.” When agreed upon, execution of the “Shopper’s Acceptance, fixes the final and binding agreement between the Members.

**The Shopper Request**

After finding an Item of interest, Shoppers must create a valid Shopper’s Request. The Shopper’s Request is made when the Shopper uses the Grabr Platform submission tool to (i) describe the item specifically including the price; (ii) to add the location (City and Country) where the Shopper is or where they want the Grab’d Items brought, and (iii) to add the desired receipt date. Grabr advises Shoppers to be as specific as possible, and provides a place to “Include a Note to Your Traveler” to help ensure that a Traveler obtains and brings only the desired item. Shoppers shall not request Prohibited Grab’d Items.

**Prohibited Grab’d Items**

Grabr Shoppers expressly agree not to use the Grabr Platform or to request that a Traveler obtain or bring any item that is prohibited under the laws of the United States and/or its subdivisions, or of any international laws or laws of any local jurisdiction applicable to Members, goods, transit or destination. It is the responsibility of **both** the Shopper (and not Grabr) to refrain from requesting or bringing any Item that is prohibited either by the jurisdiction of disembarkation, transit or embarkation. Prohibited items include, but are not limited, to:

* Hazardous Materials as defined by the United States Environmental Protection Agency (EPA) the United States Occupational Safety and Health Administration (OSHA), the United States Department of Transportation (USDOT), the United States Nuclear Regulatory Commission (NRC) or by the United States Department of Commerce (DOC), United States Customs and Borders Protection (CBP), United States Department of Homeland Security or similar agencies, national, state and local.
* Counterfeit goods
* Currency
* Stolen property
* Alcohol
* Live animals
* Firearms, ammunition, explosives or chemicals
* Human remains
* Pornography or obscene materials
* Illegal drugs or regulated drugs (prescription) in violation of law
* Any product or item related to illegal activities, such as the production of illegal drugs
* Any item that is prohibited by law in the place of origin, destination or any jurisdiction of transit through between origin and destination
* Batteries
* Aerosols or any flammable materials
* Knives, batons or other weapons
* Certain agricultural products
* Grab’d Items imported into the United States without a customs declaration where one was required.

Grabr recommends that Shoppers and Travelers consult their respective government agencies which regulate items that may and may not be brought into or out of a country of origin, such as [lists maintained by the United States Transportation Security Agency, (TSA)](https://www.tsa.gov/travel/security-screening/whatcanibring). All travel from the United States, and packing related thereto, shall comply with all applicable [TSA Rules](https://www.tsa.gov/).

**Suggested Traveler Fees**

When the Shopper creates a Shopper’s Request, the Grabr Platform may auto-calculate a suggested, optimal Traveler Fee, for illustrative purposes in planning the Shopper’s transaction. As explained below in the section “Fees,” the actual Traveler Fee on any given transaction is set entirely by the Traveler and may be more than, or less than the suggested Traveler Fee.

**The Travelers Offer**

To assist Members to locate and communicate with each other, including potentially dates upon which Members can meet in person, The Grabr Platform allows Travelers to enter the details of upcoming travel dates, and to browse published Shopper’s Requests made by their Grabr friends. Travelers can indicate their preference to be notified of upcoming Shoppers' Requests that may correspond to their planned trips, or trips that they may be willing to take.

Upon finding a suitable Shopper’s Request, Traveler must submit a “Traveler’s Offer”. The Traveler’s Offer must contain and describe **each** component of the Total Fees:

**Fees**

The following components that make up the Total Fees must be contained in, and fully described in the Traveler’s Offer. When Accepted, the Traveler’s Offer establishes the final and total amounts to which the Shopper agrees.

(i) Grab’d Item Cost: Although a Shopper may specify a price in the Request, the actual Grab’d Item Cost shall be the amount specified by the Traveler in the Offer;

(ii) Service Fee: This is as service fee charged by and retained by Grabr for the use of its Grabr Platform by Shoppers and Travelers. Service Fees are collected by Grabr from Shoppers and deducted from remaining amounts remitted to Travelers by Grabr as the Traveler’s limited payment collection agent as described above. Service Fees are non-refundable.

(iii) Traveler’s Fee: The Traveler’s Fee is the amount Shoppers agree to give to their Traveler friends for helping the Shopper. As set forth above, Grabr may estimate a Traveler’s Fee for planning purposes, but the actual Traveler’s Fee is set by the Traveler in the Offer. The Service Fee and Traveler’s Fee may collectively be referred to by Grabr as the “Platform Fees).”

(iv) Acceleration Fee: The Expedited Fee, if any, may be added to Grab’d Items with the consent of both Shopper and Traveler to accelerate the time in which Travelers may obtain and bring Grab’d Items.

(v) Applicable Taxes: Grabr may auto-calculate an estimate of sales and other taxes associated with the Traveler’s Offer. Grabr always separately states the Applicable Taxes from the Item Cost, and the Platform Fees.

(vi) All government fees, tariffs and duties are the responsibility of the Traveler and Traveler is required to make sure that the Shopper is aware of such fees prior to accepting the offer.

**Import Restrictions and Charges**

It is the sole responsibility of the Travelers to be familiar with, to specify, and to include in the Traveler’s Offer, [any and all applicable customs duties, tariffs, and charges applicable to Grab'd Items](https://help.grabr.io/hc/articles/115004005394). Although not exhaustive, Grabr may provide links to certain government and third party sites where Members can find out more information about their travel destinations and rules and regulations applicable to their travel, including:

[Country Information from U.S. State Dept.--Bureau of Consular Affairs](https://travel.state.gov/content/travel/en/international-travel/International-Travel-Country-Information-Pages.html)

[Customs Duty Information from U.S. Customs and Border Protection](http://www.cbp.gov/travel/international-visitors/kbyg/customs-duty-info)

[Country Information from Int'l Air Transport Ass'n](http://www.iatatravelcentre.com/home.htm)

[U.S. Customs and Border Protection Form 6059B](https://www.cbp.gov/document/forms/form-6059b-customs-declaration-english-fillable)

**Shopper’s Acceptance**

When the Shopper and Traveler have agreed to all aspects, including applicable timing and Total Fees, the Shopper must agree to the Traveler’s Offer, in what we call the “Shopper’s Acceptance.” The Shopper’s Acceptance is a agreement on all material terms between a Shopper and Traveler, under which they agree to be bound to each other to in the manner agreed.

**Ownership, Acceptance, Risk of Loss and Insurance**

Members acknowledge and agree that except where prohibited by applicable law or otherwise agreed to by Members, it is the Travelers, and not Shoppers, who own Grab’d Items and must maintain for presentment all original receipts evidencing such ownership. Members also acknowledge and agree that to the maximum extent allowed by law, the risk of loss remains with the Traveler unless and until the Traveler has completed all of the obligations under his or her agreement with the Shopper, which includes bringing the items as agreed.

Grabr recommends that Shoppers and Travelers procure their own insurance to cover the cost and expenses relating to a Grab. Grabr may, but is not obligated to recommend or to offer links where Shoppers and/or Traveler’s may procure insurance relating to their Grabs.

**Acceptance of Grab’d Items**

The Shopper and Travelers must agree at the time the Shopper’s Request is accepted by the Traveler on a specific time period for acceptance of the Grab’d items. Travelers shall bear the responsibility to identify an acceptable safe and public place to meet with their Shoppers for the purpose of inspection and exchange of goods. The time for delivery can be extended only by written agreement between the Shooper and Traveler on the Grabr Platform, or by Grabr. Unless the parties otherwise agree in writing, it is the Shopper’s obligation to inspect and accept the Grab’d items at the time of delivery, and the agreement between the parties is deemed complete at the time of acceptance regardless of whether the Shopper shows up to inspect and accept Grab’d items. Unless the Traveler and Shopper have agreed otherwise in writing, if the goods are not made available for delivery and acceptance within five (5) days of the delivery date, and the Shopper has not inspected and accepted the Grab’d Items, the Shopper’s Payment Method will be charged and the amounts released to the Traveler. The only permissible method to extend the delivery, inspection and acceptance periods agreed to by the Shopper and Traveler is written communication between the parties on the Grabr Platform or through notification by Grabr through the Grabr Platform.

**Rejection and Refunds**

Shoppers may refuse to accept the Grab’d items only if the Traveler has brought incorrect goods (for example, specifications which differ from the agreement between the parties, in terms of brand, color, style, size, etc.) or the condition of the Grab’s items is other than that agreed to between the parties (for example, damaged or used items or otherwise not in the condition represented). Shoppers may not refuse acceptance of Grab’d items because they changed their mind about the transaction, or through an attempt to renegotiate the price of the items or because they have found the items elsewhere. Shoppers agree that Grabr, in its sole discretion, may determine whether the reason for rejection is acceptable under applicable policies and if Grabr determines the rejection is impermissible or unauthorized, Shoppers agree that their Payment Method may be charge and the transaction completed as agreed to by the parties. Except as set forth above, in instances where the Shopper fails to appear for inspection and acceptance within five (5) days of the delivery date, Shoppers are required to confirm inspection and acceptance of Grab’d items in the Grabr messaging on the Platform in order to release funds to Travelers.

**Instant Grab**

In Grabr’s sole discretion, it may offer Shoppers and Travelers the option to request, pay for and perform an “Instant Grab” where Members can agree to all relevant terms up front without negotiation. With Instant Grab, when enabled, the Shopper Requests Grab’d Items, and agrees that his or her chosen payment method will be charged for the full amount of Total Fees upon the Traveler’s Acceptance. With Instant Grab, the Shopper, and not the Traveler, establishes or confirms all components of the Total Fees at the time of the Shopper’s Offer, including the Item Cost, the Service Fee, the Traveler’s Fee, the Acceleration Fee (if applicable), the Applicable Taxes. All Total Fees are established when the Shopper makes the offer and the Shopper’s payment method is charged at the time of the Traveler’s acceptance.

Travelers who wish to perform an Instant Grab can select one or more Instant Grabs that correspond to their chosen or preferred travel, and agree that they will receive only the amounts specified in the Shopper’s Instant Grab Offer. For example, a Traveler accepting an Instant Grab will not be able to adjust the Item Cost or the suggested Traveler Fees when an Instant Grab is accepted by the Traveler. Shoppers remain responsible at all times for paying the Total Fees, including the non-refundable Service Fee, as specified in the Instant Grab.

Grabr may offer alternative options for the timing and manner of payment for Grab’d Items, in its sole discretion.

If Grabr is unable to collect any amounts due from Shoppers under these Terms via the chosen payment method, Shopper authorize Grabr to charge any other payment method on file with Grabr (unless any have been previously removed or the authorization to charge them has been previously rescinded). Shopper’s also expressly authorize Grabr to recover any costs and expenses it incurs in collecting any Total Fees not paid or collected via your chosen payment method that remain due and owing. Grabr is not responsible for any fees or charges that a third party payment processor may impose when payment methods are charged or disputed, and disclaims all such liability.

**Intellectual Property**

All information and material on our Platform, other than User Content, is either owned by Grabr or is licensed by the respective owners. You are not allowed to use these materials except as we permit You to do so in writing. The trademarks and service marks Grabr and the associated logo and graphics are owned by Grabr protected by copyright, trademark and other laws of the United States, foreign countries and international conventions. Any other marks are the property of their respective owners. You agree that You recognize our rights and the rights of third parties in their respective marks and that You may not copy, use or other exploit them except as permitted in writing. We retain ownership of all of our intellectual property rights and You have no rights to our intellectual property or rights in intellectual property.

Subject to Your continued compliance with these Terms, and in Our sole discretion, Grabr grants You a limited, non-exclusive, revocable, royalty-fee, fully paid up, nontransferable, and non-sublicensable license to reproduce and display content from the Grabr Platform (excluding any software source code) only in connection with Your access to and participation in the Grabr Platform for Your personal and non-commercial use. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, sell, perform or display content, except as expressly permitted in the Terms. No other licenses or rights are granted to You by implication or otherwise under any intellectual property rights owned or controlled by Grabr or its licensors.

**Warranty Disclaimers**

We hope You enjoy using the Grabr Platform and find it invaluable. There are certain things that we do not and cannot promise.

YOUR USE OF THE GRABR PLATFORM SHALL BE AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT GRABR DOES NOT HAVE AN OBLIGATION, BUT RESERVES THE RIGHT FOR ANY REASON TO (A) MONITOR OR REVIEW OR EDIT USER CONTENT; OR (B) FOR ANY PERMISSIBLE PURPOSE, CONDUCT IDENTITY VERIFICATION, BACKGROUND (INCLUDING CRIMINAL BACKGROUND) OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER OR OTHER PERSON BOUND BY THESE TERMS

THE GRABR PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GRABR AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, INVESTORS, PARTNERS, EMPLOYEES, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

GRABR AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, INVESTORS, PARTNERS, EMPLOYEES, AGENTS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE GRABR PLATFORM WILL MEET YOUR REQUIREMENTS; (ii) THE GRABR PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GRABR PLATFORM WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FACILITATED THROUGH THE GRABR PLATFORM WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE, APPLICATIONS OR CODE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GRABR PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE GRABR PLATFORM AND WITH THIRD PARTIES WITH WHOM YOU INTERACT WITH OR COMMUNICATE WITH AS A RESULT OF YOUR USE OR ACCESS OF THE GRABR PLATFORM. YOU UNDERSTAND THAT GRABR DOES NOT UNDERTAKE TO VERIFY THE ACCURACY OF OR STATEMENTS OF MEMBERS OR THIRD PARTY USERS OF THE GRABR PLATFORM OR TO VERIFY ANY ITEMS THAT MAY BE THE SUBJECT OF A RELATIONSHIP FACILITATED BY THE GRABR PLATFORM.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ACTING UPON THE ADVICE OR DIRECTION OF GRABR OR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, INVESTORS, PARTNERS, EMPLOYEES, AGENTS, AND LICENSORS, NONE OF WHOM ADVISE OR DIRECT YOU OR YOUR COMMUNICATIONS OR YOUR TRANSACTIONS WITH MEMBERS OR THIRD PARTIES, INCLUDING BUT NOT LIMITED TO LEGALITY OF YOUR TRANSACTIONS. ITEMS, COMMUNICATIONS, TAXES, DUTIES, FEES OR OTHER CHARGES, OR GOVERNMENT OR CUSTOMS OFFICIALS OF ANY COUNTRY RELEVANT TO ANY TRANSACTION ATTEMPTED, CONTEMPLATED OR COMPLETED BY YOU OR BETWEEN MEMBERS FACILITATED BY THE GRABR PLATFORM. YOU ALONE ARE RESPONSIBLE FOR ANY STATEMENT MADE TO ANY GOVERNMENT OFFICIAL REGARDING ANY TRANSACTION ATTEMPTED, CONTEMPLATED OR COMPLETED BY YOU OR BETWEEN MEMBERS THAT IS FACILITATED BY THE GRABR PLATFORM, INCLUDING BUT NOT LIMITED TO, THAT YOUR TRANSACTION IS IN FULL COMPLIANCE WITH LOCAL LAWS THAT MAY APPLY TO SUCH TRANSACTION AND REMAIN AT ALL TIMES SOLELY RESPONSIBLE FOR ANY TAXES, FEES, DUTIES, IMPORT OR EXPORT CHARGES, FINES, PENALTIES, INTEREST OF PAYMENTS OF ANY KIND RELATING TO YOUR TRANSACTIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GRABR OR THROUGH OR FROM THE GRABR PLATFORM, SOFTWARE OR CODE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Limitation of Liability**

WHERE PERMITTED, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE GRABR PLATFORM, OR TO THE RELATIONSHIP BETWEEN YOU AND GRABR OR BETWEEN YOU AND OTHER MEMBERS, REMAINS WITH YOU AND NEITHER GRABR NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, PARTNERS, AGENTS, AND LICENSORS WILL BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA OR FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBILITY OR EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, CLAIM FOR RELIEF OR ALLEGED THEORY OF RECOVERY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

TO THE MAXIMUM EXTENT OF THE LAW, THE TOTAL LIABILITY OF GRABR, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, PARTNERS AND AUTHORIZED AGENTS FOR CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE RELATIONSHIP BETWEEN US, INCLUDING ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE ACCESS OR USER OF THE GRABR PLATFORM IN THE SIX MONTHS PRIOR TO THE EVENTS GIVING RISE TO YOUR CLAIM OR IF NO SUM WAS CHARGED, THEN THE SUM OF ONE HUNDRED FIFTY DOLLARS ($150).

**Exclusions**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS CONTAINED IN THE WARRANTIES OR LIMITATIONS OF LIABILITY PARAGRAPHS IMMEDIATELY ABOVE MAY NOT APPLY TO YOU.

**Indemnification**

You agree to release, defend, indemnify, and hold Grabr and its affiliates and subsidiaries, and their respective officers, directors, investors, employees and agents, harmless from and against any claims, liabilities, damages, losses, injuries, and expenses, including without limitation reasonable legal and professional fees, arising out of or in any way connected with (a) Your access to or use of the Grabr Platform or Your violation of these Terms; (b) Your User Content; © Your interaction with any other Member, Shopper, Traveler or Third Party or other user of the Grabr Platform or (iv) any Request, Offer, Acceptance or any other transaction (including but not limited to any injuries, losses, damages (direct, indirect, consequential or otherwise) of any kind between You and Members.

If you are a California resident, you waive California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

If you are not a California resident, you waive your rights under any statute, at common law, at civil law or in equity similar in principle to California Civil Code Section 1542 that relates to or governs your right to waive unknown claims in your jurisdiction.

**Arbitration and Class Action Waiver**

**Please Read this Section Carefully. It Affects Your Legal Rights, Including Your Right to File a Lawsuit In Court.**

You and Grabr agree that these Terms affect interstate commerce and that the Federal Arbitration Act, governs the interpretation and enforcement of these arbitration provisions.

The term “Dispute” means any dispute, claim or controversy between us that arises out of this agreement, or the use of the Grabr platform, or the relationship between us, regardless of legal theory and includes claims that accrued before the date You entered into this agreement as well as claims relating to the interpretation, validity, enforcement or scope of the agreement to arbitrate disputes contained in this Section. The term “Dispute” is to be interpreted in the broadest sense allowed by law. The only disputes excluded from this broad provision are claims that can be resolved in Small Claims Court and certain intellectual property claims, as provided below.

By agreeing to these Terms, You agree to resolve any and all disputes with Grabr as follows:

**Initial Dispute Resolution:**Most disputes can be resolved without resort to arbitration or litigation. You can reach Grabr’s support department at [hello@Grabr.com](mailto:hello@grabr.com). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to resolve all disputes in good faith negotiations between them, which both agree is a precondition to either initiating an arbitration or lawsuit.

**Binding Arbitration:**If we cannot resolve the dispute with You within thirty (30) days of when You start informal dispute resolution, then the dispute must be resolved by binding arbitration which may be begun by either You or Grabr. All claims or disputes arising out of or relating to these Provider Terms (including the Terms' or Privacy Policy’s formation, performance, and breach), Your relationship with Grabr and/or Your use of the Grabr Platform shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules, excluding any rules or procedures governing or permitting class or representative actions. (If Your claim exceeds $250,000, You and Grabr agree that the JAMS' Comprehensive Arbitration Rules and Procedures will apply, excluding rules or procedures governing or permitted class or representative actions). The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all such disputes and has the power to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

**Starting Arbitration.** To start an arbitration, You must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages You seek to recover (You may find a copy of a Demand for Arbitration at [www.jamsadr.com)](http://www.jamsadr.com/)); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, California 94111; and © send one copy of the Demand for Arbitration to Grabr at 1355 Market Street, Suite 600, San Francisco, California 94103, ATTN: Legal.

You and Grabr each understands that, absent the mandatory arbitration provision in this Section, they would have the right to sue in court and have a jury trial. You also acknowledge that You are giving up the right to a jury trial and understand that the costs of arbitration and right to pre-trial discovery is more limited than many courts permit.

**Location of Arbitration.** We both agree that arbitration between Grabr and Providers shall take place in the City and County of San Francisco.

**Class Action Waiver:**Providers and Grabr each agrees that any and all arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis or any other representative basis. YOU AND GRABR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

If any court or arbitrator determines that the class action waiver above is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

**Exception: Litigation of Intellectual Property and Small Claims Court Claims:**Notwithstanding Your and Grabr’s decision to resolve all disputes through mandatory arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the United States Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

**Survival.** This Arbitration and Class Action Waiver section will not be affected by any termination of Your Account or the Grabr Platform and will survive termination of the relationship between You and Grabr.

**Copyright**

We respect and expect Providers and Parents to respect copyright law. Where warranted, we will terminate the Account of any user who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders. Please see our Copyright & DMCA Policy for more information.

**Third Party Sites**

The Grabr Platform may contain links or connections to third party websites or services that we do not control. You accept the risk of accessing such sites and agree that we are not responsible for any associated risks. We are not responsible for and assume no risk associated with any third party sites or content.

**General Terms**

**Entire Agreement.** These Terms constitute the entire agreement between You and Grabr and governs your use of the Grabr Platform, superseding any prior version of these Terms between you and Grabr with respect to the Grabr Platform. **Additional Terms.** You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Grabr rendered services. **Choice of Law and Forum.** You and Grabr each agree that the Terms and the relationship between You and Grabr or between You and any Member or third party shall be exclusively governed by the substantive laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the Terms, or the relationship between You and Grabr, to the extent not required to be filed in arbitration as provided in these Terms, shall be brought exclusively in the courts located in San Francisco County California or the United States District Court for the Northern District of California. You and Grabr agree to submit to the personal jurisdiction of the courts located within San Francisco County or the Northern District of California, San Francisco Division, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts, to venue in such courts and waive all claims of inconvenient forum. **Waiver and Severability of Terms.** The failure of Grabr to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. **Severability.** If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. **No Right of Survivorship and Non-Transferability.** You agree that Your Grabr Account is non-transferable and any rights to Your Grabr Account or contents within Your account terminate upon Your death. Upon receipt of a copy of a death certificate, Your account may be terminated and all contents therein permanently deleted. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Grabr Platform or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. **Section Titles.** The section titles in the Terms are for convenience only and have no legal or contractual effect. **Grabr Assignment.** Grabr may freely assign the Terms and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

**Contact Grabr**

If You have any questions, comments, or concerns regarding these terms or the Grabr Platform, please contact us by [sending a request to Support](https://help.grabr.io/hc/en-us/requests/new) or at 875 Sansome Street, #200, San Francisco, CA 94111.