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Page: Clutter | California Privacy Rights

California Privacy Rights

Last Updated: December 19, 2022

This California Privacy Notice (the “CA Disclosures”) supplements the information contained in our Privacy Policy and applies solely to individual residents of the State of California (“consumers” or “you”).

These CA Disclosures provide additional information about how we collect, use, disclose and otherwise process personal data of individual residents of the State of California within the scope of the California Consumer Privacy Act of 2018, as amended by the California Consumer Privacy Rights Act (collectively, the “CCPA”). Unless otherwise expressly stated, all terms in these CA Disclosures have the same meaning as defined in our Privacy Policy or as otherwise defined the CCPA.

These CA Disclosures apply to you if you are a resident of the state of California. California law requires us to disclose certain information regarding the categories of personal information we collect and the rights you may have in connection with such information. For purposes of this section, “personal information” has the meaning provided by the California Consumer Privacy Act (the “CCPA”), and does not include information that is (i) publicly available, (ii) deidentified or aggregated such that it is not capable of being associated with you, or (iii) that is excluded from the CCPA’s scope, such as personal information covered by certain sector-specific privacy laws, such as the HIPAA, the FCRA, GLBA or the Driver’s Privacy Protection Act of 1994. These CA Disclosures also do not apply to information relating to our employees, contractors, and other personnel.

HOW WE COLLECT AND USE INFORMATION

We may collect personal information from and about you for a variety of purposes. For example, we use personal information to fulfill your requests, process your transactions and provide our Services to you; to communicate with you; for marketing and advertising purposes; to monitor, improve, and develop our products and Services; and to protect the security and integrity of our business, comply with legal requirements and obligations; for our business and operational purposes; and as otherwise permitted or

required by law.

To learn more about the types of personal information we collect and the purposes for which we collect this information, please refer to the How We Collect Your Information of the Privacy Policy.

In the last 12 months, we may have collected the following categories of personal information:

For more information about the personal data that we collect and how we collect it, please refer to the How We Collect Your Information section of our Privacy Policy

DISCLOSURE OF PERSONAL INFORMATION

We share personal information with third parties for business purposes or we may sell your personal information to third parties, subject to your Right to Opt-Out of those sales (see Your Rights and Choices below). The categories of third parties to whom we sell or disclose your personal information for a business purpose include: (i) other brands and affiliates in our family of companies; (ii) our service providers and advisors; (iii) marketing and strategic partners; (iv) promotional partners; (v) ad networks and advertising partners; (vi) analytics providers; (vii) social networks.

In the previous 12 months, we may have disclosed the following categories of personal information to third parties for a business purpose:

Unless you have exercised your Right to Opt-Out of personal information sales, we may sell or share personal information to third parties for monetary or other valuable consideration. The third parties to whom we sell or share personal information may use such information for their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties.

In the previous 12 months, we may have sold or shared the following categories of personal information to third parties:

As is common practice among companies that operate online, we have permitted third party advertising networks, social media companies and other third party businesses collect and disclose your personal information (including Internet / Network Information, Commercial Information, and Inferences) directly from your browser or device through cookies or tracking technologies when you visit or interact with our websites,

use our apps or otherwise engage with us. To learn more, please see the Online Advertising and Third-Party Tracking section of our Privacy Policy.

To learn more about how we disclose data to third parties, please refer to the How We Share Your Information section of our Privacy Policy.

YOUR RIGHTS AND CHOICES

As a California resident, you may be able to request to exercise the following rights:

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you our products and services or engage with you in the same manner.

HOW TO EXERCISE YOUR CALIFORNIA PRIVACY RIGHTS

You may submit a request to exercise your California Consumer Rights through one of the mechanisms described below. We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

To exercise your Right to Know, Right to Correct, and/or Right to Deletion, please submit a request by:

To exercise the Right to Opt-Out of Personal Information Sales, or Opt-Out of the Personal Information Sharing with third parties for cross-context behavioral advertising purposes, you may submit a request by clicking the following link: [Do Not Sell or Share My Personal Information](#)

Please see the sections of our Privacy Policy called Cookies and Other Tracking Technologies and Online Advertising and Third-Party Tracking for more information about how third parties use cookies and related technologies to collect information automatically on our Services, and the choices you may have in relation to those activities.

To Submit a Request as an Authorized Agent

In certain circumstances, you are permitted to use an authorized agent (as that term is defined by the CCPA) to submit requests on your behalf through the designated methods set forth above where we can verify the authorized agent's authority to act on your behalf by:

We may deny a request in the event we are not able to verify the authorized agent's authority to act on your behalf.

MINORS

We do not sell or share the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the "Right to Opt-In") from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age. Please contact us at privacy@clutter.com to inform us if you, or your minor child, are under the age of 16. If you are under the age of 18 and you want to remove your name or comments from our website or publicly displayed content, please contact us directly at privacy@clutter.com. We may not be able to modify or delete your information in all circumstances.

CALIFORNIA'S "SHINE THE LIGHT" LAW

California residents that have an established business relationship with us have rights to know how their information is disclosed to third parties for their direct marketing purposes under California's "Shine the Light" law, or the right to opt out of such practices (See Cal. Civ. Code §1798.83). To opt out of this type of sharing, please submit a request by filling out our California Resident Rights Request Form.

NOTICE OF FINANCIAL INCENTIVES

In addition, we may offer you financial incentives for the collection, sale, retention, and use of your personal information as permitted by the CCPA that can, without limitation, result in reasonably different prices, rates, or quality levels. The material aspects of any financial incentive will be explained and described in its program terms. Please note that participating in incentive programs is entirely optional, you will have to affirmatively opt-in to the program and you can opt-out of each program (i.e., terminate participation and forgo the ongoing incentives) prospectively by following the instructions in the applicable program description and terms. We

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may add or change incentive programs, and/or their terms by posting notice on the program descriptions and terms linked to above, so check them regularly.

Each financial incentive or price or service difference related to the collection and use of personal information is based upon our reasonable, good-faith determination of the estimated value of such information to our business, taking into consideration the value of the offer itself and the anticipated revenue generation that may be realized by rewarding brand loyalty. We calculate the value of the offer and financial incentive by using the expense related to the offer.

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Page: Clutter | Privacy Policy

Clutter Privacy Policy

Last Updated: August 31, 2023

Clutter Inc. (“Clutter,” “we,” or “us”) is committed to protecting your privacy. Our Privacy Policy explains how we collect, use, disclose, and share your information, and provides you with choices about your information. This Privacy Policy applies to our websites, including www.clutter.com, and any other website, product, or service that links to this Privacy Policy (collectively, our “Services”). Note this Privacy Policy does not address our privacy practices relating to Clutter’s employees and other personnel.

We encourage you to review our Terms of Use because they contain important information about your use of our Services.

1. HOW WE COLLECT AND USE INFORMATION

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

Information you provide to us directly: We may collect personal information such as your first and last name, phone number, e-mail address, physical address, and payment information when you use or register for our Services. For example, we may collect your name, email, phone number, address, and payment information when you create an account or subscribe to a storage plan. We may collect your name, email, and phone number when you correspond with us or request a quote. We may also collect your contact information when you contact customer service, or otherwise communicate with us for account verification or other service-related matters.

Information we may receive from third party sites that connect to our Services: We may receive information about you from third parties and combine that with information we collect through our Services. For example, when you interact with us through a social media site or third-party service, such as when you like, follow, comment, add a review, provide referrals through our “Invite friends” feature, or share Clutter content on Facebook, Twitter, Yelp, or other sites, we may receive information from the social network, including your

profile information, picture, user ID associated with your social media account, and any other information you permit the social network to share with third parties. Subject to any privacy settings, any content that you make public is searchable by other individuals. If you remove information that you posted to any public portions of the Services, copies may remain viewable in cached and archived pages of the Services, or if other individuals have copied or saved that information. The data we receive from these third-party sites is dependent upon that third party's policies and your privacy settings on that third-party site. You should always review and, if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to our Services.

Information from Other Sources: We may receive information about you from third parties and combine this information with other information we collect from or about you. For example, we may receive information about you to verify identity or payment information, update our records, or better provide the Services available to you. We also collect information about you that is publicly available. We may also receive your information from third parties such as distribution partners, data services, marketing firms, and analytics partners.

Address Book Information: Through our "Invite friends" referral feature, you may also directly choose a friend to invite to use our Services through your mobile device's native app or email. With your permission, we may access your contact list available on your mobile device so that you can invite your friends to join our Services. When you send an invitation to your friends to join the Services, you will send an invitation through your mobile device's native text messaging application, so your friends will know you are the person extending the invitation. We will not store or collect the information contained in your Address Book, and we will not use that information for any purpose other than to send invitations to your contacts at your request.

Job Application Information: Through our recruitment process, we may collect your full name, email address, phone number, resume, cover letter, immigration status, state/province/territory of residence, gender, race, and any additional information you choose to provide to us. We may also collect background check information including professional and educational history, criminal history that may be relevant for a position with our

team, in connection with your job application when permitted by applicable law.

2. COOKIES AND OTHER TRACKING TECHNOLOGIES

We, and our third-party partners, automatically collect certain types of usage information when you use our Services, read our emails, or otherwise engage with us. We typically collect this information through a variety of tracking technologies, including cookies, web beacons, embedded scripts, location-identifying technologies, file information, and similar technology (collectively, “tracking technologies”).

We, and our third-party partners, use tracking technologies to automatically collect usage and device information, such as:

Cookies Opt-Out. If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using the Services, as some features on our Services may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Online Advertising and Third-Party Tracking below.

3. HOW WE USE YOUR INFORMATION

We may use your information for the following purposes:

Please note that we may at times receive or process personal data to create deidentified data that can no longer reasonably be used to infer information about, or otherwise be linked to, a particular individual or household. Where we maintain deidentified data, we will maintain and use the data in deidentified form and not attempt to reidentify the data except as required or permitted by law.

4. HOW WE SHARE YOUR INFORMATION

We may share your personal information in the instances described below. For further information on your choices regarding your information, see the Your Choices About Your Information section below. We may share your personal information with:

5. ONLINE ADVERTISING AND THIRD-PARTY TRACKING

Interest-Based Advertising. We participate in interest-based advertising and use third-party advertising companies to serve you targeted advertisements based on your browsing history. We may share, or we may permit third-party online advertising networks, social media companies, and other third-party service to collect information about your use of our Services over time so that they may play or display ads on our Services, on other devices you may use, and on other websites, apps, or service, including on Facebook. Typically, though not always, the information we share is provided through cookies or similar tracking technologies, which recognize the device you are using and collect information, including click stream information, browser type, time and date you visited the site, and other information. We and our third-party partners use this information to make the advertisements you see online more relevant to your interests, as well as to provide advertising-related service such as reporting, attribution, analytics, and market research.

Social Media Advertising. We display targeted advertising to you through social media platforms, such as Facebook, Instagram, Twitter, and others. These companies have interest-based advertising programs that allow us to direct advertisements to users who have shown interest in our Services while those users are on the social media platform or to groups of other users who share similar traits, such as likely commercial interests and demographics. These advertisements are governed by the privacy policies of those social media companies that provide them.

Cross-Device Linking. We, or our third-party partners, may link your various devices so that content you see on one device can result in relevant advertising on another device. We do this by collecting information about each device you use when you are logged in to our Services. We may also work with third-party partners who employ tracking technologies or the application of statistical modeling tools to determine if two or more devices are linked to a single user or household. We may share a common account identifier (such as an email

address or user ID) with third-party advertising partners to help recognize you across devices. We, and our partners, can use this cross-device linkage to serve interest-based advertising and other personalized content to you across your devices, to perform analytics, and to measure the performance of our advertising campaigns.

Your choices:

Blocking or deleting cookies may negatively impact your experience using the Services, as some features and services on our Services may not work properly.

Some of these opt-outs may not be effective unless your browser is set to accept cookies. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to opt-out again.

Google Analytics and Advertising. We use Google Analytics to recognize you and link the devices you use when you visit our Services on your browser or mobile device, log in to your account on our Services, or otherwise engage with us. We share a unique identifier, like a user ID or hashed email address, with Google to facilitate the Services. Google Analytics allows us to better understand how our users interact with our Services and to tailor our advertisements and content to you. For information on how Google Analytics collects and processes data, as well as how you can control information sent to Google, review Google's site "How Google uses data when you use our partners' sites or apps" located at www.google.com/policies/privacy/partners. You can learn about Google Analytics' currently available opt-outs, including the Google Analytics Browser Ad-On here <https://tools.google.com/dlpage/gaoptout>.

We may also utilize certain forms of display advertising and other advanced features through Google Analytics, such as Remarketing with Google Analytics, Google Display Network Impression Reporting, the DoubleClick Campaign Manager Integration, and Google Analytics Demographics and Interest Reporting. These features enable us to use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick advertising cookie) or other third-party cookies together to inform, optimize, and display ads based on your past visits to the Services. You may control your advertising preferences or opt-out of certain Google advertising products by visiting the Google Ads Preferences Manager, currently

available at <https://google.com/ads/preferences>, or by visiting NAI's online resources at <http://www.networkadvertising.org/choices>.

6. YOUR CHOICES ABOUT YOUR INFORMATION

You Control Your Account Information and Settings: You may update your profile information, such as your name and phone number, by editing information on your user profile screen.

How to Control Your Email Communications Preferences. You can stop receiving promotional email communications from us by clicking on the "unsubscribe link" provided in such communications. We make every effort to promptly process all unsubscribe requests. As noted above, you may not opt out of Services-related communications (e.g., account verification, purchase and billing confirmations and reminders, changes/updates to features of the Services, technical and security notices).

How to Control Calls or SMS Text Messages Preferences. You may opt-out of receiving promotional calls or SMS text messages at any time. Please note that unsubscribing from promotional calls and SMS text messages will not prevent you from receiving calls or SMS texts from Clutter directly relating to your use of the Services, such as account information, item pick-up details and delivery information that are necessary to provide the requested Services to you. To unsubscribe from promotional calls or SMS texts, email optout@clutter.com. For more information, see our Terms of Use.

Modifying or Deleting Your Information. If you have any questions about reviewing, modifying, or deleting your information, or if you want to remove your name or comments from our Services or publicly displayed content, you can contact us directly at privacy@clutter.com. We may not be able to modify or delete your information in all circumstances.

7. HOW WE STORE AND PROTECT YOUR INFORMATION

Storage and Processing: Your information collected through the use of the Services may be stored and processed in the United States or any other country in which Clutter or its subsidiaries, affiliates or service providers maintain facilities. Clutter may transfer information that we collect about you, including personal information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction

to other countries or jurisdictions around the world. We may retain your information as long as appropriate for business purposes (e.g., as long as you use our Services for the purposes explained in this Privacy Policy), unless we are required by law or regulation or for litigation and regulatory investigations to keep it for longer periods of time. To determine the appropriate duration of the retention of personal information, we consider the amount, nature and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of personal information and if we can attain our objectives by other means, as well as our legal, regulatory, tax, accounting, and other applicable obligations.

Keeping your information safe: Clutter cares about the security of your information and uses safeguards to preserve the integrity and security of information collected through the use of the Services. Despite the actions and precautions we take, no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of the information and you acknowledge and agree that you transmit it to us at your own risk. Clutter is not responsible for the functionality or security measures of any third party.

Compromise of information: In the event that any information under our control is compromised as a result of a breach of security, Clutter will take steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations.

8. CHILDREN'S PRIVACY

Clutter does not knowingly collect or solicit any information from anyone under the age of 13 or knowingly allow such persons to register as users. Our Services and its content are not directed at children under the age of 13. In the event that we learn that we have inadvertently collected personal information from a child under age 13, we will delete that information. If you believe that we might have any information from or about a child under 13, please contact us at privacy@clutter.com.

9. LINKS TO OTHER WEB SITES AND SERVICES

The Services may contain links to and from third-party websites of our business partners, advertisers, and

social media sites and our users may post links to third-party websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

10. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Services, please contact us at privacy@clutter.com.

11. CHANGES TO OUR PRIVACY POLICY

Clutter may modify or update this Privacy Policy from time to time to reflect the changes in our business and practices, and so you should review this page periodically. We will notify you about material changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website(s), or through other appropriate communication channels. It is your responsibility to review this Privacy Policy periodically. When we do change the Privacy Policy, we will also revise the “Last Updated” date at the top of this Privacy Policy. If you disagree with the revised Privacy Policy, you may cancel your account. If you do not cancel your account before the date the revised Privacy Policy becomes effective, your continued access to or use of the Services will be subject to the revised Privacy Policy.

12. REGION-SPECIFIC DISCLOSURES

Nevada: If you are a resident of the State of Nevada, Chapter 603A of the Nevada Revised Statutes permits a Nevada resident to opt out of future sales of certain covered information that a website operator has collected or will collect about the resident. To submit such a request, please contact us at privacy@clutter.com.

California: If you are a resident of the State of California, please [click here](#) for additional California-specific disclosures.

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CLUTTER

TERMS OF USE

Welcome to Clutter! These Terms of Use (“Terms”) of Clutter Inc. and Clutter RE LLC (together, “Clutter,” “we,” or “us”) are an agreement that describes your rights and responsibilities as a Clutter User, as defined below. This page explains the terms by which you may access or use our online and/or mobile services, web sites, applications, software, and documentation provided on or in connection with clutter.com and any services provided by us (collectively the “Site”), including our smart storage, moving, and related services, as further described and defined below (collectively the “Service(s)"). The Services include the Moving Services and the Smart Storage Services, as defined below, plus any other Services that Clutter may offer from time to time, in its sole discretion. These Terms are a legally binding agreement that describe your legal rights, remedies, and obligations and they also describe Clutter’s commitments, legal rights, and remedies, so please read them carefully.

By accessing or using the Site and/or using the Services (including reserving or booking the Services with Clutter, online, via phone, or otherwise, even if such Services are later canceled), clicking a button or checking a box marked “I Agree” or similar, or accessing your Clutter Account, you signify that you have read, understood, and agree to be bound by these Terms, to any additional terms in your Clutter Account, and to the collection, use, and disclosure of your information as set forth in the Clutter Privacy Policy, which is hereby incorporated by reference. These Terms apply to all visitors, users, and others who register for or otherwise access the Site or use the Services (“Users”, “you”, or “your”).

This is a contract between you and Clutter. You must read and agree to these Terms before using the Site or Service. If you do not agree to these Terms, you may not use the Service. You may use the Site or Service only if you can form a binding contract with Clutter, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. You must be at least 18 years old to use the Site and Services. By using or accessing the Site and Services, you represent and warrant that

you are 18 years of age or older. Any use or access of the Site or Services by anyone under 18 is strictly prohibited and in violation of these Terms. The Site and Services may not be available to any Users previously removed from the Site by Clutter.

You are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site for your personal, noncommercial use only and as permitted by the features of the Site. Clutter may terminate this license at any time for any reason or no reason. Clutter reserves all rights not expressly granted herein in the Site and the Clutter Content (as defined below).

Your account on the Site (your “Clutter Account”) gives you access to the Services and other functionality that we may establish and maintain from time to time, in our sole discretion. We may maintain different types of Clutter Accounts for different types of Users or different types of Services. If you open a Clutter Account on behalf of a company, organization, or other entity, then: (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. By connecting to Clutter with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s Clutter Account without permission. When creating your Clutter Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your Clutter Account, and you must keep your account password secure. We encourage you to use strong passwords (passwords that use a combination of upper and lower-case letters, numbers, and symbols) with your Clutter Account. You must notify Clutter immediately of any breach of security or unauthorized use of your Clutter Account. Clutter will not be liable for any losses caused by any unauthorized use of your Clutter Account.

You may control your User profile and account settings by logging into your Clutter Account at <https://account.clutter.com> and changing the settings in your settings page. By providing Clutter with your email address, you consent to our using the email address to send you Site- and Service-related notices,

including any notices required by law, in lieu of communication by postal mail, and you also consent to receiving auction notices under the Uniform Commercial Code (UCC) Section 7210 via email in addition to or in lieu of certified mail. We may also use your email address to send you other messages, such as changes to features of the Site or Services, marketing content, and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page by logging into your Clutter Account at <https://account.clutter.com>. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Site in a manner that sends more request messages to the Clutter servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Clutter grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices, but not caches or archives, of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Site; (v) taking any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Site; (vii) collecting or harvesting any personally identifiable information, including account names, from the Site; (viii) using the Site for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Site; (xi) accessing any content on the Site through any technology or means other than those provided or authorized by the Site; or (xii) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict

use or copying of any content or enforce limitations on use of the Site or the content therein.

For you specifically or Users generally, we may, without prior notice: change the Site or Services; stop providing the Site or Services or features thereof; or create usage limits for the Site or Services. We may permanently or temporarily terminate or suspend your access to the Site or Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You are solely responsible for your interactions with and obligations to other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Clutter shall have no liability for your interactions with or obligations to other Users, or for any User's action or inaction.

Clutter shall provide certain Services, which you may select and schedule on clutter.com, by phone, via customer support, and/or in your Clutter Account, as applicable and available. Clutter's moving services consist of transporting Customer Items, as defined below, from a designated pickup address (or multiple pickup addresses, if available) that you provide to us ("Pickup Address") to a designated delivery address (or multiple delivery addresses, if available) that you provide to us ("Delivery Address"), plus any related add-on services such as wrapping, packing, and boxing the Customer Items (together, the "Moving Services"). Clutter's smart storage services consist of photographing, inventorying, and palletizing the Customer Items, as defined below, picking them up from a Pickup Address, and storing them for an indefinite period of time in a facility owned, leased, subleased, licensed, or sublicensed by Clutter, plus any related add-on services such as wrapping, packing, or boxing the Customer Items, adding to or returning from storage a subset of Customer Items to a Delivery Address, and making a final return of the Customer Items from storage to a Delivery Address (together, the "Smart Storage Services"). From time to time and subject to additional fees, Clutter may offer other additional Services.

"Customer Items" means the items packed by you, Clutter, a third party, and/or a third party on behalf of Clutter for the Smart Storage or Moving Services. You acknowledge and agree that, in the event that the Customer Items are stolen or are otherwise missing prior to pick-up of the Customer Items by Clutter at the

Pickup Address or after drop-off of the Customer Items by Clutter at the Delivery Address (“Lost Items”), Clutter will not be liable for and hereby expressly disclaims all liability for the Lost Items and any damages resulting from the Lost Items.

In the event your email address, residence address, mailing address, billing address, phone number, Pickup Address, and/or Delivery Address changes, you must update Clutter within fourteen (14) calendar days of the change by updating your information in your Clutter Account, if available, or by submitting a support request in your Clutter Account. No other notice of a change of address shall be valid or binding against Clutter. Changes of e-mail address, residence address, mailing address, billing address, Pickup Address, and/or Delivery Address cannot be made by any other method, including but not limited to by email or by telephone. We are not responsible if you do not receive a notice from us because any of your addresses changed and you did not update your Clutter Account. You acknowledge and agree that in the absence of current contact information, your last known address on file with Clutter will be used for all notices required to be provided to you by law or as required under these Terms.

You represent and warrant that you are the owner of any cell phone, landline, voice over IP (VOIP), or mobile phone number contained in your Clutter Account, and that you shall remove any cell phone, landline, VOIP, or mobile phone number contained in your Clutter Account if you surrender that number or transfer it to any other person. You further agree that we may contact you using any of the information contained in your Clutter Account, including any listed cell phone, landline, VOIP, or mobile phone number.

Clutter will not pick up, deliver, or return Customer Items at or to an address that is outside our then-current delivery zone (a “Delivery Zone”), unless we otherwise agree to do so in writing. To determine whether a zip code is within a Delivery Zone, you may input a zip code into clutter.com and review the results. Times given for pickup, delivery, collection, packing, and returns are only estimates and Clutter shall not be liable for any delays.

Clutter may, in its sole discretion, refuse, cancel, postpone, or otherwise reschedule any Services, including pick up, delivery, packing, collection, or return of Customer Items, for any reason or no reason, including,

without limitation: unsafe travel or weather conditions; unsafe onsite conditions; harassing, rude, or threatening conduct by Users, whether actual or perceived; limited, no, or obstructed access to the Pickup Address or Delivery Address; exposure to or evidence of insect, rodent, or mold activity or infestation; complications due to a User being evicted from a Pickup Address or Delivery Address; Department of Transportation or state tariff regulations; labor shortage; unexpected logistical challenges; prior or current unpaid account balances or incomplete documentation; or any other reason.

Clutter may use subcontractors and/or other third parties to help perform or support the Services, including without limitation, pick-ups, returns, deliveries, transportation, packing, inventory management, palletizing, photographing, customer service, communications, and other logistics with respect to the Services or Customer Items.

You acknowledge and agree that Clutter is not responsible for disassembling, reassembling, disconnecting, reconnecting, removing, or hanging the following Customer Items: furniture, appliances, electronics, fixtures, wall hangings, wall mountings, fittings, equipment, or any item that requires licensing, certification, or specialized tools to handle. While Clutter makes a good faith effort to place all Customer Items in suitable environments during transport or storage, Clutter transports and stores a large variety of items, some of which require specific environments or means of transport or storage. Clutter does not warrant that any transport vehicle or storage facility used by Clutter is a suitable place or means of transport or storage for any particular Customer Items.

You agree that your order for the Services, whether made by clicking a “Confirm Appointment” button (which is your electronic signature), scheduling an appointment over the phone, or otherwise, is your agreement to conduct transactions with us electronically, and is your affirmative consent to our use of an electronic record to provide or make available to you (whichever is required) any information required by any statute, regulation, or other rule of law to be in writing with respect to any transaction conducted with us. You will be responsible for any printing or storage of electronic records for your files and reference. When you place an order or make a reservation for Services, our confirmation of your order or reservation will constitute our

signature. We will send our confirmation to the email address associated with your Clutter Account.

To the maximum extent permitted by applicable law, you agree and consent to electronically receive and sign any documentation from Clutter regarding the Services, including but not limited to a Bill of Lading, Estimate, Warehouse Receipt, Release Agreement, and/or Storage Contract, via your Clutter Account, DocuSign, or any other similar e-signature tool. To the maximum extent permitted by applicable law, you expressly waive your right to receive any documentation from Clutter regarding the Services, including but not limited to a Bill of Lading, Estimate, Warehouse Receipt, Release Agreement, and/or Storage Contract, in the time period set by applicable law. You agree and consent to receive such documentation in any time frame permitted by applicable law. You also agree that no certification authority or other third-party verification is necessary to validate your electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your electronic signature or these Terms.

You will be solely responsible for: (i) obtaining and ensuring that Clutter or its subcontractors have access to any parking, elevators, stairways, walkways, access roads, or any other necessary means of access as may be reasonably required to carry out the Services, and that such means of access are in working order and safe for use to carry out the Services; (ii) being present, or ensuring that someone authorized by you to sign documents and make decisions regarding the Services and/or Customer Items is present, during the pickup, packing, delivery, collection, and return of the Customer Items; (iii) providing Clutter with your contact details and ensuring that such contact details are accurate and up-to-date; (iv) ensuring that the Customer Items you pack have been packed appropriately, safely, and securely so as not to cause damage or injury or the likelihood of damage or injury to you, your Customer Items, Clutter's property, employees, agents, contractors, business partners, other goods, or other individuals, whether by spreading of dampness, infestation, leakage, escape of fumes or substances, or otherwise; (v) informing Clutter immediately of any damage to the Customer Items or your property that occurred during performance of the Services, including the Moving Services or Smart Storage Services; and (vi) reimbursing Clutter in full an amount equal to all damages, liabilities, costs, claims, and expenses that Clutter may incur as a result of any breach by you of these Terms.

You understand that Clutter is not responsible for any Customer Items that have been packed, moved, transported, or wrapped by you or by a third party at your direction. With respect to the Smart Storage Services, you acknowledge that you are solely responsible for verifying that Clutter has photographed and/or inventoried all the Customer Items and that the inventory Clutter provides you in your Clutter Account is a true and complete inventory of the personal property tendered. Unless you make a written claim in your Clutter Account within 30 days from the Smart Storage Service appointment date for the correction of any errors or omissions in the inventory of your Customer Items, it will be assumed to be a full and correct list of Customer Items stored hereunder and Clutter shall not be liable for any piece, package, carton, or container not listed therein. You hereby waive and release Clutter from responsibility for any damage to items that were not packed, moved, transported, or wrapped by Clutter and, with respect to the Smart Storage Services, were not inventoried by Clutter.

You represent and warrant that you own the Customer Items or that you otherwise have the right and authority to transport, store, move, and/or subject the Customer Items to the Services in accordance with these Terms. All Customer Items are handled, transported, and/or stored by Clutter or its subcontractors upon the express representation and warranty by you or your authorized representative(s) that you have the requisite legal possession of and that no other person or entity has an interest in the Customer Items. In the case of an ownership dispute, determination, or proceeding regarding the Customer Items, you are solely responsible for any fees and/or payments due and owed to Clutter in connection with the continuation or termination of the Services. If Clutter, in its sole discretion, is required to commence an interpleader action to settle any claims of conflicting ownership, or is made a party to any litigation or dispute in connection with the breach of this section, you agree to pay Clutter all reasonable and necessary costs, expenses, and attorneys' fees that Clutter may be liable or compelled to pay in connection with such litigation or dispute.

For Smart Storage Services, the Customer Items will be stored in a facility using warehouse racking and/or floor storage, and the Customer Items may be palletized. We will use commercially reasonable efforts to maintain the temperature of the facility in which the Customer Items are stored between 55°F and 90°F. Other

than temperature, the Customer Items will not be stored in a climate-controlled environment. The air flow, moisture level, and heat will not be regulated. We will take commercially reasonable steps to protect the Customer Items from the growth of mold or similar microorganisms. However, because the Customer Items will not be stored in a completely climate-controlled environment, we cannot guarantee that mold, dust, or similar microorganisms may not develop on the Customer Items. We are not liable for the natural growth of mold, mildew or similar microorganisms on the Customer Items, or for rust, depreciation, or the natural degradation of Customer Items. You assume the risk that mold, rust, or similar microorganisms could develop under these circumstances.

The Customer Items must not include and you must not provide to Clutter for storage or transport any of the following in connection with the Services: antiques (whether or not breakable and fragile), perishable goods, firearms, gun powder, explosives, alcohol, propane tanks, paint, used tires, plants, birds, fish, other animals, or any other living thing, arms or ammunition, any item which emits fumes, smells or odors, bullion (e.g., gold-silver), jewelry, currency, ivory, precious metals or stones, any drugs, illegal substances or goods, or goods or substances illegally obtained, combustible or flammable materials, liquids or compressed gasses, diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents, chemicals, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous or harmful nature, any other toxic, flammable or hazardous goods, human remains, or any other items, the possession, usage, transport or storage of which may detrimentally affect any of your other Customer Items or violate in any way the laws of the United States or any other applicable laws, rules, or regulations (collectively, "Prohibited Customer Items"). You shall be liable for and indemnify Clutter for all loss or damage caused by such goods and Clutter shall not be liable or responsible for safe delivery or storage of such goods. Clutter will have no liability for loss or damage resulting to the following types of goods: (a) documents; (b) stamps or stamp collections; (c) securities; (d) specie; (e) jewelry; (f) precious metals or stones; (g) currency; (h) or other articles of high or unusual value.

According to our sole discretion, Clutter RE LLC or any of its employees, subcontractors, or other authorized agents may regularly conduct pest control inspections of any and all Customer Items.

Clutter or any of its employees, subcontractors, or other authorized agents may, at any time, in their sole discretion and without notice to you, open any Customer Items to inspect the Customer Items if Clutter: (i) believes, in its sole discretion, that the Customer Items may include any Prohibited Customer Items; (ii) is required to do so by the law enforcement, fire services, local authorities, or by court order; (iii) determines, in its sole discretion, it necessary for account or warehouse maintenance; or (iv) considers it necessary, in its sole discretion, in an emergency or to prevent injury or damage to persons or property. Prohibited Customer Items may be disposed of by Clutter, in its sole discretion, in any manner that Clutter deems fit. Alternatively, Clutter may refuse to store or transport any Customer Items, or may return to you any Customer Items, at your cost, at any time, if, in Clutter's sole discretion, the storage, continued storage, or transport of the Customer Items would represent a risk to the safety of any person, the security of the storage site or transport vehicle, or security of any other goods at the storage site or in the transport vehicle.

By using the Services, or other paid services or products provided by Clutter, you agree to our pricing and payment terms, as we may update them from time to time. Clutter may add new Services for additional fees and charges, or amend fees and charges for existing Services, at any time, in its sole discretion. Clutter may also charge certain late, rush, and cancellation fees, in its sole discretion. Upon any such changes to fees and charges, we will notify you that such changes have been made via email and/or your Clutter Account. We may, from time to time and in our sole discretion, offer certain discounts, promotional offers, or referral codes ("Promotions") in connection with our Services. You agree that Promotions are offered subject to our right to manage, regulate, control, modify, revoke, and/or eliminate the Promotions as Clutter sees fit, in its sole discretion, for any reason or no reason, in any general or specific case, and that Clutter will have no liability to you based on its exercise of such right.

In order to receive Services, you must provide Clutter with a current, valid, accepted method of payment (as updated from time to time, "Payment Method"). All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Site, your Clutter Account, or the Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit

card, debit card, or other accepted payment method used in connection with a purchase or transaction or other monetary transaction interaction with Clutter at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions, or other monetary transaction interactions. In the event of insufficient funds or declined payments, we will make repeated attempts to charge the Payment Method. At our discretion, we may charge the Payment Method with a reasonable hold amount or non-refundable deposit in advance of any appointments booked through your Clutter Account. Any amounts not paid within five (5) days when due may be subject to late fees.

In the event that Clutter suspends or terminates your Clutter Account or the Services for your breach of these Terms, you understand and agree that you shall receive no refund or exchange for any unused Services, any license or subscription fees for any portion of the Site or Services, any content or data associated with your account, or for anything else, and that Clutter may be unable to complete any outstanding orders or appointments until the suspension is lifted.

Further, you acknowledge and agree that the Smart Storage Services or other paid services or products provided by Clutter may be made available on a recurring subscription basis ("Subscription Services"). If you enroll in any Subscription Services, you agree to a recurring payment program, which will continue for the agreed-upon subscription period or minimum storage term, if applicable, and automatically renew for additional subsequent periods unless and until you cancel the Subscription Services or Clutter suspends, discontinues, or terminates them. Clutter may offer a number of subscription plans for Subscription Services with different conditions and limitations. Any materially different pricing or payment terms will be disclosed on the Site, in your Clutter Account, and/or in other communications made to you. For Subscription Services, we will automatically charge the payment method associated with your Clutter Account on a recurring basis, depending on the subscription term you choose. For Smart Storage Services, day one of your billing cycle is the date you begin storing Customer Items with us. You acknowledge that the amount billed may vary due to promotional offers, changes in your Subscription Services plan, and/or changes in applicable taxes, and you authorize us to charge your payment method for the corresponding amounts. You further acknowledge that the

amount of the recurring charge may change if the applicable tax rates change or if you are notified that there will be an increase in the applicable subscription fees.

You hereby authorize Clutter to bill the subscription fee to your Payment Method, along with any applicable taxes or additional fees due during the billing period. You must cancel the Subscriptions Services prior to the end of the then-current subscription period in order to avoid billing of the next subscription period's subscription fees to your Payment Method.

Any change to our Subscription Services' pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in these Terms. Notwithstanding the foregoing, fees for booking initial appointments, additional pickups and/or deliveries, final returns, or other appointments or add-on services are subject to change and will be calculated on the Site, at the Pickup Address on the date of your appointment, or in your Clutter Account at the time of booking.

You may cancel your Subscription Services at any time once the minimum storage term you committed to has been met; however, you will not receive a refund for the then-current subscription period. If your Subscription Services are canceled before the minimum storage term you committed to has been met, all applicable fees (including payment for the remainder of the minimum storage term and any applicable termination fees, disposal fees, and/or return fees) will be due and charged to you upon booking a final return of the Customer Items. To cancel the Subscription Services, book a final return of the Customer Items through your Clutter Account at <https://account.clutter.com>. When you cancel the Subscription Services, you cancel only future charges associated with your Clutter Account. You may notify us of your intent to cancel the Subscription Services by booking a final return of the Customer Items, but the cancellation will only become effective at the end of the subscription period in which we perform your final return. You will continue to have the same access and benefits of the Services for the remainder of the current subscription period.

You may cancel the Moving Services at any time by canceling any scheduled appointments and paying any outstanding fees due to Clutter through your Clutter Account at <https://account.clutter.com>.

Upon cancellation of the Services for any reason, you must contact Clutter promptly to arrange for delivery of

your Customer Items, if applicable. If within 45 days following cancellation of the Services for any reason you fail to arrange for delivery of all of your Customer Items, then Clutter may process the Customer Items in accordance with the provisions of the following section titled “Clutter’s Right to Withhold or Dispose of Customer Items”.

If you commit to a minimum payment term for any Services, you remain obligated to pay the full amount of any such minimum payment term you have made to Clutter, regardless of whether and at what point you cancel your Clutter Account.

Subject to applicable law, Clutter shall have the right to withhold and/or dispose of some or all of the Customer Items in accordance with this clause if either: (i) you do not pay any applicable fees or any other payments due under these Terms, or (ii) you abandon your Customer Items.

You will be responsible for all transport and storage charges and other associated costs reasonably incurred by Clutter while withholding or disposing of the Customer Items. Clutter will provide you with 45 days’ written notice requiring you to pay all amounts due and contact Clutter to arrange for re-delivery of the Customer Items. If upon the expiration of the 45-day notice period you have failed to pay all of the amounts due, Clutter will consider your Customer Items abandoned and may dispose of some or all of the Customer Items by sale or otherwise.

If in Clutter’s opinion the Customer Items cannot be sold for a reasonable price or at all (for any reason), or despite Clutter’s reasonable efforts they remain unsold, you authorize Clutter to treat them as abandoned and to destroy or otherwise dispose of them at your cost. You shall be responsible for all costs reasonably incurred by Clutter in relation to the disposal of the Customer Items. If Clutter receives money on disposal of the Customer Items, the net proceeds of sale will be credited to your account and Clutter will pay any excess amounts to you without interest, less Clutter’s administrative charge of \$300.00.

If, after having made reasonable efforts to do so, Clutter is unable to return any excess amounts received by Clutter from the disposal of your Customer Items to you, including having given not less than 90 days’ written notice to you, Clutter may retain any such excess amounts for its own account. If the proceeds of sale (if any)

are insufficient to discharge the outstanding charges or any other payments due to Clutter under these Terms and the costs of sale, you must pay any balance outstanding to Clutter within 7 days of a written demand from Clutter. Interest will accrue on the balance in accordance with the Payment Section above until the balance is paid in full.

Clutter agrees to provide you with a limited security warranty regarding your Customer Items as set forth in the terms and conditions of our Limited Security Warranty Policy. This Limited Security Warranty Policy is expressly incorporated by reference herein. The Customer Items are not insured by Clutter against fire or any other casualty, and Clutter does not sell insurance for any risk or purpose.

You may terminate these Terms at any time by: (1) canceling the Services pursuant to Section 2.E; (2) and paying any outstanding amounts owed to Clutter.

Except for the content you submit, post, display, or otherwise make available to Clutter in connection with the Services (“User Content”), the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, Site marks, copyrights, photographs, audio, videos, music, and content belonging to other Users (the “Clutter Content”), and all intellectual property rights related thereto, are the exclusive property of Clutter and its licensors (including other Users who post User Content to the Site). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Clutter Content. Use of the Clutter Content for any purpose not expressly permitted by these Terms is strictly prohibited. You hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to Clutter a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, modify, publicly perform, display, and make derivative works of your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services.

You may choose to or we may invite you to submit feedback, comments, suggestions, error identifications, or

ideas about the Site or Services, including without limitation about how to improve the Site, the Services, or our other services or products (“Idea(s)”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Clutter under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Clutter does not waive any rights to use similar or related ideas previously known to Clutter, or developed by its employees, or obtained from sources other than you.

By consenting to Clutter’s SMS/text messaging and calls service, you agree to receive SMS/text messages and calls with service, transaction, account-related, and commercial news, events, offers, and promotions from and on behalf of Clutter to your mobile phone number provided, even if your mobile number is registered on any state or federal Do Not Call list. You certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages and calls. You are strictly prohibited from registering a mobile number that is not your own. You acknowledge and agree that calls or text messages may be sent using automated technology, including through an automatic telephone dialing system.

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Clutter. Your participation in our alerts program is completely voluntary. Standard message and data rates may apply from your carrier. Check your mobile plan and contact your mobile carrier for details. You are solely responsible for all charges related to SMS/text messages and calls, including charges from your mobile carrier. You can unsubscribe at any time.

You may opt-out of receiving promotional calls or SMS text messages at any time. Please note that unsubscribing from promotional calls and SMS text messages will not prevent you from receiving calls or SMS texts from Clutter directly relating to your use of the Service, such as account information, item pick-up details and delivery information that are necessary to provide the requested Service to you. To unsubscribe from promotional calls or SMS texts, reply to one of our text messages with the word “STOP”, submit a ticket

in your Clutter Account, or email optout@clutter.com and provide your phone number and opt-out preference. Clutter does not sell products through its Site or Service for or to children, but only to adults, who can purchase with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with involvement and consent of a parent or legal guardian.

The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

We care about the privacy of our Users. You understand that by using the Site you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

Clutter cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

The Site may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Clutter. Clutter does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Site, you do so at your own risk, and you understand that these Terms and Clutter's Privacy Policy do not apply to your use of such sites and services. You expressly relieve Clutter from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site or in connection with the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Clutter shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

You agree to defend, indemnify and hold harmless Clutter and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your use of the Services; (iii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including without limitation any right of privacy or intellectual property; (v) your violation of any applicable law, rule, or regulation; (vi) any of your User Content or Customer Items, or any that is submitted via your account; or (vii) any other party's access and use of the Site or Services with your unique username, password or other appropriate security code.

WE STRIVE TO PROVIDE THE SERVICES IN THE WAY YOU EXPECT THEM, BUT THERE ARE SOME THINGS IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT WE CANNOT PROMISE.

EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED SECURITY WARRANTY POLICY, THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLUTTER OR THROUGH THE SITE OR IN CONNECTION WITH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, CLUTTER, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SITE OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED,

OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE.

CLUTTER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CLUTTER SITE OR SERVICES OR ANY WEBSITE OR SERVICE HYPERLINKED TO THE SITE, AND CLUTTER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO LEGAL THEORY, SHALL CLUTTER, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE OR SERVICES. UNDER NO CIRCUMSTANCES WILL CLUTTER BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF

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BECAUSE OF THE NATURE OF CLUTTER'S BUSINESS AND THE NATURE OF HOUSEHOLD GOODS, THERE ARE CERTAIN EVENTS AND CIRCUMSTANCES WHICH MAY RESULT IN LOSS OR DAMAGE TO CUSTOMER ITEMS FOR WHICH CLUTTER WILL NOT BE LIABLE. THESE PERILS INCLUDE LOSS OR DAMAGE RESULTING FROM ACT OR DEFAULT OF YOU, EARTHQUAKE, FIRE, MOTHS, INSECTS, RODENTS, WEATHER, MOLD, MILDEW, RUST,

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UNDER NO CIRCUMSTANCES WILL CLUTTER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST INCOME, LOST PROFITS OR MARKET, LOST OPPORTUNITY, LOSS OF BUSINESS, ADDED LABOR CAUSED BY DELAY OR "DOWN TIME," LATE PENALTIES, ANTIQUE OR SENTIMENTAL VALUE, ATTORNEY'S FEES, COSTS OF DEFENSE OR ANY OTHER FORMS OF DAMAGE, WHETHER DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL, REGARDLESS OF WHETHER CLUTTER HAD KNOWLEDGE THAT SUCH DAMAGE(S) MIGHT BE INCURRED REGARDLESS OF WHETHER SUCH DAMAGES ARE ALLEGED TO HAVE RESULTED FROM NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL, OR WILFUL MISCONDUCT.

With respect to the loss of or damage to Customer Items during transportation, Clutter's liability as a motor

carrier shall be determined in accordance with Article 3 of the Uniform Commercial Code, subject to the limitations set forth in these Terms and any applicable Bill of Lading, Estimate, Warehouse Receipt, Tariff, or Storage Contract.

With respect to the loss of or damage to Customer Items during storage, Clutter's liability as a warehouseman shall be determined in accordance with Article 7 of the Uniform Commercial Code, subject to the limitations set forth in these Terms, any applicable Bill of Lading, Estimate, Warehouse Receipt, Tariff, or Storage Contract.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CLUTTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

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You agree that Clutter claims a general lien on the Customer Items covered by these Terms (and on proceeds from sale of Customer Items) for all charges for transportation, storage, handling, and preservation of Customer Items and for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooping, and other charges and expenses in relation to the Customer Items, present and future and expenses necessary for preservation of Customer Items or incurred in their sale, as well as for like charges or expenses in relation to any other goods whenever deposited with Clutter by you. You hereby authorize Clutter to sell your Customer Items in accordance with law to enforce the warehouseman's or carrier's liens that Clutter claims hereby for storage, transportation, including demurrage and terminal charges, warehouse handling, insurance, labor, claims for money advanced, interest and charges present or future in relation to Customer Items, and expenses necessary for preservation of Customer Items or incurred in their sale; and subsequent to Clutter's termination of your Clutter Account where Customer Items are not removed and/or charges remain unpaid prior to such removal. You hereby grant a security interest to Clutter in the goods covered hereby to secure obligations evidenced by a promissory note or notes executed pursuant to this security agreement, and authorizes Company to file financing statements signed only by Clutter to perfect such interest.

In the event that Clutter ceases operations, we will attempt to make reasonable efforts to return or deliver your Customer Items to you, but cannot guarantee if and when such returns will occur. Clutter will not be liable for any failure to return Customer Items in the event of a business failure.

You certify that you have read and expressly agree to these Terms and you acknowledge that certain provisions of the Terms limit your legal rights and remedies. You intend your assent to these Terms to be a complete and unconditional release of all liability to the greatest extent permitted by law.

You expressly agree and acknowledge that you may discover facts or law different from, or in addition to, the facts or law that you know or believe to be true with respect to the Claims. Nonetheless, you expressly agree and acknowledge that this section shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. You expressly agree and acknowledge that all rights under

California Civil Code Section 1542 are expressly waived. California Civil Code Section 1542 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.

These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Customer Items is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles, California for any suits, actions, or proceedings for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Dispute Resolution provision below.

In the event a dispute arises between the parties to these Terms, you hereby agree to first attempt to resolve the dispute informally via negotiation. If the dispute has not been resolved after thirty (30) days, the parties agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relation to these Terms, or the breach or alleged breach, (i) by binding arbitration by FairClaims, Inc. or another arbitration provider selected by Clutter; or (ii) by filing a claim in court. You hereby waive, to the fullest extent permitted by applicable law, any objection that it may now or thereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED THE SITE OR STORAGE SERVICES FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND CLUTTER AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER CLUTTER USERS. YOU AND CLUTTER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CLUTTER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

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Notwithstanding anything to the contrary, Clutter will not be liable or responsible for any damage to or loss of any Customer Items, or failure to perform, or delay in performance of, any of its obligations under these Terms, including without limitation any Services, that is caused by events outside its reasonable control (including but not limited to) acts of God, flood, earthquake, windstorm or other natural disaster; war, armed conflict, terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; pandemic; any law or government order, rule, regulation or direction, or any action taken by a government or public authority; fire, explosion or accidental damage; adverse weather conditions; interruption or failure of utility service, including but not limited to electric power, gas or water; any labor dispute,

including but not limited to strikes, industrial action or lockouts; non-performance or delay by suppliers or subcontractors; and failure of plant machinery, machinery, vehicles, computers, the Internet or telecommunications (each, a “Force Majeure Event”).

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No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Clutter’s failure to assert any right or provision under these Terms shall not constitute a waiver

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“They were real professionals and efficient when getting the job done, they didn't even let us lift a finger.” in 20 reviews

“I had the Clutter team take my items and place them in storage for a month or so while I'm in between leases.” in 19 reviews

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8:00 AM - 8:00 PM

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Thu

8:00 AM - 8:00 PM

Fri

8:00 AM - 8:00 PM

Sat

8:00 AM - 8:00 PM

Sun

8:00 AM - 8:00 PM

Ask a question

Q:

Do you move items out of storage on A Sunday?

A:

Hi Jody!

Yes, we are open 7 days a week. The only days we do not operate are on Thanksgiving, Christmas Day, and New Year's Day.

Q:

They only offer 2500 of insurance. if your furniture is worth more how can you insure it?

A:

They offer premium insurance packages

Long Term Storage

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Phone number

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