

# 404MOVERS Terms of Service

Last Revised: February 16, 2022

Welcome to 404MOVERS—the app from 404Movers, Inc. ("**404MOVERS**," "**we**," "**us**," or "**our**") that connects you with vehicle owners (each, a "**Helper**") who will move your stuff wherever you want.

These Terms of Service ("**Terms**") apply to your access and use of the application (the "**App**"), website ("**Site**") and other online products and services (collectively, the "**404Movers Platform**") of 404Movers.

## Accepting these Terms

**BY DOWNLOADING THE APP OR OTHERWISE ACCESSING OR USING THE 404MOVERS PLATFORM, YOU AGREE TO BE BOUND BY ALL OF THE TERMS BELOW.** Please read all of the terms before you use the 404MOVERSs Platform. If a term does not make sense to you, please let us know. If you don't agree to all of the terms below, you may not use the 404MOVERS Platform.

## Contractual Relationship

These Terms of Use ("**Terms**") govern the access or use by you, an individual, from within Canada and possessions of applications, websites, content, products, and services (the "**Services**") made available in Canada and possessions by 404MOVERS, Inc and its subsidiaries and affiliates (collectively, "**404MOVERS** "). **PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.** In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and 404MOVERS. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. 404MOVERS may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and

shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

404MOVERS may amend the Terms related to the Services from time to time. Amendments will be effective upon 404MOVERS posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

## **USER REQUIREMENTS AND CONDUCT**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive moving or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. In certain instances, 404MOVERS may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

The 404MOVERS app was designed for on-demand hauling and moving of your items, not for you personally. Any driver who transports a user during the transaction, is doing so completely under their own personal insurance and liability. This is not a service that 404MOVERS provides. This breaches your agreement with 404MOVERS. Please use your best judgment and proceed with caution before getting in the vehicle with another person.

## **PROMOTIONAL CODES**

404MOVERS may, in 404MOVERS' sole discretion, create promotional codes that may be redeemed for Account credit or other features, or benefits related to a Third-Party Provider's services, subject to terms that 404MOVERS establish on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by 404MOVERS; (iii) may be disabled by 404MOVERS at any time for any reason without liability to 404MOVERS; (iv) may only be used pursuant to the specific terms that 404MOVERS establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. 404MOVERS reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that 404MOVERS determines or believes that the use or

redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

## **USER PROVIDED CONTENT**

404MOVERS may, in 404MOVERS' sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to 404MOVERS through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to 404MOVERS, you grant 404MOVERS a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and 404MOVERS' business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant 404MOVERS the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor 404MOVERS' use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by 404MOVERS in its sole discretion, whether or not such material may be protected by law. 404MOVERS may, but shall not be obligated to, review, monitor, or remove User Content, at 404MOVERS' sole discretion and at any time and for any reason, without notice to you.

## **The Services**

The Services constitute a technology platform that enables users of 404MOVERS' applications or websites provided as part of the Services (each, an "Application") to arrange and schedule moving and/or logistics services with third party providers of such services, including independent third-party moving providers and third-party logistics providers under agreement with 404MOVERS or certain of 404MOVERS' subsidiaries ("Third Party Providers"). Unless otherwise agreed by 404MOVERS in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT 404MOVERS DOES NOT PROVIDE MOVING OR LOGISTICS SERVICES OR FUNCTION AS A MOVING CARRIER. 404MOVERS' SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE MOVING OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT 404MOVERS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MOVING OR LOGISTICS PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

404MOVERS DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD-PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. 404MOVERS WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD-PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD-PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. 404MOVERS SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

## **DISCLAIMER**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." 404MOVERS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, 404MOVERS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD-PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

## **Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL 404MOVERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF

PROPERTY, PHYSICAL LOSSES, DEATH OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS, THE 404Movers PLATFORM (INCLUDING THE APP AND ANY REQUEST OR BID), SERVICES PERFORMED BY HELPERS, AND/OR THIRD-PARTY SERVICES OR MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF 404MOVERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

FOR ANY LOSS OR DAMAGE THAT IS NOT EXCLUDED UNDER THESE TERMS, THE TOTAL LIABILITY OF 404MOVERS AND ITS DIRECTOR, EMPLOYEES, AGENTS, AFFILIATES AND INVESTORS WILL NOT EXCEED THE FEE TO DOWNLOAD THE APP (IF ANY) AS OPPOSED TO ANY OTHER FEES/COSTS INCLUDING, BUT NOT LIMITED TO, ANY FEES ASSOCIATED WITH YOUR DEVICE.

## **Indemnification**

You will defend us from and against any actual or threatened suits, actions, proceedings (at law or in equity), and claims, and indemnify us for any and all damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys' fees, costs, penalties, interest, and disbursements) arising from or related to any of your conduct with respect to the 404MOVERS Platform or your violation (or alleged violation) of these Terms or the rights of any third party by you or any person using your 404MOVERS account.

## **Third Party Software**

The software you download consists of a package of components, including certain third party software provided under separate third party license terms. Your use of this third party software in conjunction with the App in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable third-party license terms, and nothing in these Terms is intended to impose further restrictions on your use of this third-party software.

## **Description of the 404MOVERS Platform**

Through the 404MOVERS Platform, you can submit a request (a "**Request**") for a Helper to pick up the item(s) you specify (each, an "**Item**") for loading, unloading, moving, hauling, packing, lifting, assembly or disassembly (the "**Services**"). You will receive price quote for the fee that will apply to completing your Request (the "**Services Fee**"). Once you submit the payment information for the Request, your Request will be sent out to our network of Helpers. You will receive a notification through the

404MOVERS Platform when a Helper has accepted your Request, and you will be able to communicate with that Helper through the 404MOVERS Platform to confirm and coordinate certain logistics involved with completing your Request.

You represent and warrant that the Items related to any Request are your personal property and you have all right, title and permission to request and allow the loading, unloading, moving, packing, or lifting of any Items, and that the performance of the Services by a Helper will not result in the violation of any third party's ownership or privacy rights.

## **Creating Accounts**

When you create an account you must maintain the security of your password and accept all risk that someone may access your account without your permission. If you discover or suspect any 404MOVERS Platform security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current and complete. 404MOVERS reserves the right to deny any account at our discretion.

## **Payment for Services**

You must provide credit card information to submit a Request. You are responsible for paying the applicable Services Fee for any completed Services. Once you submit a Request, we will place a temporary hold on the credit card account you provided in an amount equal to 100% of the applicable Services Fee. Once you and the Helper have verified that the Services are completed, you will have the option of paying an additional gratuity (a "**Tip**") to the Helper, and your credit card account will be charged for the sum of the Services Fee, any Tip, and the fees for any additional services you may request. You agree to make all payments to the Helper through the 404MOVERS Platform and will not pay any Helper in cash or means other than directly through the 404MOVERS Platform.

## **Canceling a Request**

If you cancel any Request: (a) before a Helper accepts it, or (b) after it has been accepted by a Helper but more than 24 hours before the Services are to be performed, you will not be charged, and the hold will be lifted on your credit card. If you cancel any Request less than 24 hours before the Services are to be performed, your credit card account will be charged 20% of the applicable Services Fee.

In the instance where the Helper attempts to fulfill the Request but cannot do so for reasons out of the Helper's or 404MOVERS' control, your credit card will be charged 50% of the applicable Services Fee.

## **Right to Use the 404MOVERS Platform**



On the condition that you fully comply with these Terms, 404MOVERS grants you a limited, nonexclusive, non-transferable and revocable license to access and use the 404MOVERS Platform for your own personal, non-commercial use. However, the App may only be used on mobile devices that you own or control. The terms of this license will also govern any upgrades provided by 404MOVERS that replace and/or supplement the original App, unless the upgrade is accompanied by a separate license, in which case the terms of that license will govern.

Except as expressly authorized by these Terms, you may not (a) modify, disclose, alter, translate or create derivative works of the 404MOVERS Platform, (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the 404MOVERS Platform, (c) disassemble, decompile or reverse engineer any of the software components of the 404MOVERS Platform, (d) copy, frame or mirror any part of the 404MOVERS Platform, (e) interfere with or disrupt the integrity or performance of the 404MOVERS Platform, or (f) attempt to gain unauthorized access to the 404MOVERS Platform or its related systems or networks.

## **Prohibited Use of the 404MOVERS Platform**

You may not post or otherwise make available on or through the 404MOVERS Platform any of the following:

- Private information of any other persons (including names, email addresses, phone numbers, Social Security numbers and financial information);
- Content that is libelous, defamatory, abusive, offensive or hateful;
- Content that is obscene, pornographic, indecent or sexually explicit, depicts graphic, excessive or gratuitous violence;
- Content that is illegal, harmful or offensive or that would encourage, solicit, foster, glorify or provide instructions for any criminal or civil offense;
- Content that may infringe, misappropriate or violate any intellectual property rights, rights of privacy, rights of publicity or any other rights of others;
- Viruses, corrupted data or other harmful, disruptive or destructive files or code;
- Content that, in 404MOVERS' judgment, is objectionable, may restrict or inhibit another from enjoying the 404MOVERS Platform or may expose 404MOVERS or users of the 404MOVERS Platform to harm or liability of any type; and/or
- Content that you are contractually or legally required to keep confidential.

Also, you may not do any of the following in connection with the 404MOVERS Platform or other users:

- Use the 404MOVERS Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the 404MOVERS Platform or that could damage, disable, overburden or impair the functioning of the 404MOVERS Platform;
- Collect any personal information about other users;
- Intimidate, threaten, stalk, bully or otherwise harass other users;
- Post spam or commercial messages through the 404MOVERS Platform;
- Create an account or submit a Request if you are not over 13 years of age;
- Use the 404MOVERS Platform for any illegal or unauthorized purpose or to engage in, encourage or promote any activity that is unlawful or that violates these Terms; or
- Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the 404MOVERS Platform, its users, or third parties.

Your use of the 404MOVERS Platform is at your own risk. 404MOVERS is not responsible or liable for the conduct of, or your interactions with, any other users (whether online or offline) or for any related damage or harm. As a provider of interactive services, 404MOVERS is not liable for the content of any Requests. Although we have no obligation to screen, edit or monitor Requests, we reserve the right, and have the discretion, to screen, edit or remove any Requests at any time, for any reason and without notice.

## **Disputes between You and a Helper**

The 404MOVERS Platform is merely a neutral means of connecting you with Helpers. We do not represent or warrant that any Helper will meet your expectations or instructions in performing any Services. Any dispute that you may have regarding the performance of any Services, including any dispute related to the time, place, and manner of doing so, is between you and the applicable Helper. 404MOVERS is not responsible for the replacement or repair of any of your personal property that may be damaged by a Helper while performing the Services.

Please report any suspected illegal or unethical behavior by a Helper during the performance of any Services to: [nhaioun@maaloumatix.ca](mailto:nhaioun@maaloumatix.ca)

## **Reporting and Removal**

404MOVERS users may report content to 404MOVERS that they think violates these Terms, and 404MOVERS may remove such content, suspend or terminate the account



of the user who posted or otherwise made available such content and/or take additional action to enforce these Terms against such user.

Designated Agent: 2371359 ALBERTA CORP.

Address of Designated Agent: 3110 16 Ave N, Lethbridge, AB T1H 5J6

Email Address of Designated Agent: nhaimoun@maaloumatix.ca

Phone number of Designated Agent: 403-929-7665

## **404MOVERS' Rights**

As between you and 404MOVERS, all information, materials and content of the 404MOVERS Platform, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is owned by 404MOVERS or is used with permission. When you create, share, link to, or otherwise make available any Requests, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Requests throughout the world in any manner or media, on or off the 404MOVERS Platform. 404MOVERS reserves all rights not expressly set forth in these Terms. You hereby irrevocably waive in favor of 404MOVERS any and all moral rights that you may possess in or to any Requests.

## **Feedback**

Any suggestions, comments or other feedback you give us about the 404MOVERS Platform (the "**Feedback**") will constitute our confidential information. We are free to use, disclose, reproduce, license, distribute and exploit this Feedback as we see fit, without compensation to you or any obligation or restriction because of any intellectual property rights or otherwise.

## **Location Information**

The 404MOVERS Platform collects location information, and it will be used and disclosed as set forth in the Privacy Policy at: .

By accepting these Terms or using the App you affirmatively consent to 404MOVERS' collection, use, disclosure and storage of your location information. You may revoke your consent with respect to 404MOVERS' collection, use, disclosure and storage of your location information at any time by deleting the App from your mobile device, or by changing the privacy settings on your mobile device. Please know that if you revoke your consent by doing one of the foregoing or you delete or deactivate your account, we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period.

If you consent to our collection of location information and you do not subsequently stop the collection of this location information, 404MOVERS will continue to collect this location information. If you consent to our collection of location information, subsequently stop the collection of this location information and later consent to the collection of this location information, 404MOVERS will resume the collection of location information.

404MOVERS takes reasonable measures to protect your location information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction.

## **Disclaimers**

EXCEPT AS REQUIRED OTHERWISE OF 404MOVERS BY APPLICABLE LAW, THE 404MOVERS PLATFORM AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE (INCLUDING REQUESTS) ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), AND ALL OTHER TERMS WHICH MAY BE IMPLIED INTO THESE TERMS BY LAW, WITH RESPECT TO THE 404MOVERS PLATFORM AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE 404MOVERS PLATFORM (INCLUDING REQUESTS) AND THE SERVICES PERFORMED BY HELPERS.

## **Changes to the 404MOVERS Platform**

404MOVERS reserves the right in our discretion to review, improve, change or discontinue, temporarily or permanently, the 404MOVERS Platform and/or any features, information, materials or content on the 404MOVERS Platform with or without providing notice to you. 404MOVERS will not be liable to you or any third party for any changes or discontinuance of the 404MOVERS Platform or any part of the 404MOVERS Platform.

## **Consent to Electronic Communications**

By using the 404MOVERS Platform, you agree that we may communicate with you electronically regarding your use of the 404MOVERS Platform and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at [nhaimoun@maaloumatix.ca](mailto:nhaimoun@maaloumatix.ca).

## **Suspension and Termination**

404MOVERS may suspend or terminate your rights to access or use the 404MOVERS Platform (including the App) for any reason or for no reason at all and with or without notice at 404MOVERS' discretion. Suspension or termination may include restricting access to and use of the App. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.

## **DAMAGES**

If an item or something that belongs to you is damaged during the extent of a 404MOVERS request, 404MOVERS is in no way responsible or accountable for covering those damages. However, you can submit a claim to [nhaimoun@maaloumatix.ca](mailto:nhaimoun@maaloumatix.ca) and it can go through the claims process. The claims process may include communication with the Moving Provider in order to settle any disputes.

## **GENERAL**

You may not assign these Terms without 404MOVERS' prior written approval. 404MOVERS may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of 404MOVERS' equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, 404MOVERS or any Third-Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 404MOVERS in writing.

## **PAYMENT**

You understand that use of the Services may result in payments by you for the services you receive from a Third-Party Provider ("Charges"). After you have received services obtained through your use of the Service, 404MOVERS will facilitate payment of the applicable Charges on behalf of the Third-Party Provider, as such Third-Party Provider's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third-Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by 404MOVERS. You retain the right to request lower Charges from a Third-Party Provider for services received by you from such Third-Party Provider at the time you receive such services. 404MOVERS will respond accordingly to any request from a Third-Party Provider to modify the Charges for a particular service.

All Charges are due immediately and payment will be facilitated by 404MOVERS using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that 404MOVERS may, as the Third-Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

404MOVERS reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in 404MOVERS' sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand of the Services. 404MOVERS will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. 404MOVERS may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services from a Third-Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third-Party Provider for the services provided. 404MOVERS does not designate any portion of your payment as a tip or gratuity to the Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third-Party Provider. In the event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

## **THIRD-PARTY SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES**

For clarity, the Company requires all third-party Service Providers to represent and warrant that each Service Provider: (1) is at least 21 years of age; (2) has the ability to lift and carry heavy items; (3) will not allow any User to ride in or otherwise occupy service provider's vehicle while providing the services; (4) possesses a valid driver's license and is authorized to operate a motor vehicle; (5) owns the motor vehicle used to provide the service, and that such vehicle was manufactured no earlier than the year 2000, is in good operating condition, passed an inspection performed by the Company, and complies with all applicable statutory and state department of motor vehicle or highway patrol requirements for a vehicle of its kind; (6) maintains a valid policy of liability insurance in compliance with all legal requirements and is a named driver on the insurance policy covering the vehicle; (7) will obey all traffic laws and will be solely

responsible for any violations of such laws; (8) will not discriminate or harass any Users on the basis of race, national origin, religion, gender, gender identity, physical or mental disability medical condition, marital status, age or sexual orientation in violation of any State or Federal law; and (9) will not make any representation on behalf of the Company or offer or provide transportation or moving service for profit, as a public carrier, moving company, or taxi service, charge for moving, courier or transportation services or otherwise seek non-voluntary compensation from Users, or engage in any other activity in a manner that is inconsistent with the obligations of this Agreement.

## **RELATIONSHIP BETWEEN SERVICE PROVIDERS AND THE COMPANY**

Service Providers are independent contractors and not employees, owners, joint venturers, partners or agents of the Company and there is no employment agreement between Service Providers and the Company. In addition, Service Providers further understand and agree that they have no authority to bind the Company and will not make any representations to any party that they have any authority to bind the Company, as an employee, partner or otherwise.