

Movers Contract Agreement

This Contract Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between you, the Service Provider (hereinafter referred to as the "Mover"), an independent contractor performing moving services, and TingsApp and its parent company (collectively, "TingsApp"). This Agreement will become effective on the date it is accepted/agreed through the sign-up process of becoming a Mover.

Hereinafter both the parties mentioned above are collectively referred to as "Parties" and individually as "Party", as the context demands.

NOW THEREFORE THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Services

"The Services" constitute a technology platform that enables users of TingsApp mobile applications and websites to arrange and schedule moving and logistics services with third party providers of such services, "Movers", under agreement with TingsApp.

TINGSAPP DOES NOT PROVIDE MOVING OR LOGISTICS SERVICES OR FUNCTION AS A MOVING CARRIER. YOU AGREE THAT TINGSAPP HAS NO RESPONSIBILITY OR LIABILITY TO YOU AND TO CUSTOMERS RELATED TO ANY MOVING OR LOGISTICS PROVIDED TO CUSTOMERS BY YOU THROUGH THE USE OF THE SERVICES.

You are required to comply with all applicable laws, rules, and regulations, including, traffic laws, requirements of the applicable motor vehicle agency, and applicable insurance requirements. Movers are solely responsible for, and we shall not be liable or responsible for, the services provided, or any acts, omissions, errors, or misrepresentations made by the Movers.

We reserve the right, but not the obligation, to limit the usage or supply of the Services to any entity, geographic region, or jurisdiction. We may use this right as per the necessity of our business. We reserve the right to suspend the Service at any time. Any offer to provide any services made on this platform is invalid where banned.

Independent Contractor

Both parties agree that the Movers will act as an Independent Contractor in the performance of its duties under this agreement. Furthermore, the Mover agrees and admits that Mover is not an employee of TingsApp or of its parent company or affiliates. Accordingly, the mover shall be responsible for payment of all taxes including federal, provincial, and local taxes arising out of the mover's activities in accordance with this contract, including by way of illustration but not limitation, federal and any other taxes or business license fee as required.

You desire to enter into this Agreement for the right to receive moving opportunities in the geographical location(s) you operate. You have the right to decline or accept any moving request made available through the services. However, once an order is accepted, Movers shall be contractually bound to complete the order in accordance with all customer specifications and the terms laid out in this Agreement.

Mover shall have the sole right and responsibility to determine the manner, method, and means of performance by which Mover shall render the Services under this Agreement, consistent with the nature of the Services being provided by Service Provider and subject to any reasonable requests of customer. Notwithstanding the forgoing, Mover agrees to adhere to any applicable policies and procedures as may be required.

Personnel

The Mover will provide as well as remain responsible for all personnel deemed necessary for all the orders received via the Services. All personnel will have criminal background checked and will provide the work eligibility in the jurisdictions in which he/she operates. All movers are required to have workers' compensation coverage for all their personnel performing any jobs received through the Services.

Damage Protection

Movers are required by terms of this agreement to have (a) Auto Insurance (b) Commercial general insurance (c) Cargo insurance to cover their liabilities against any services booked thru the platform. All claims will be settled between Movers and Customers directly. TINGSAPP AND ITS PARENT COMPANY HAVE NO LIABILITY AND RESPONSIBILITIES AGAINST ANY SUCH CLAIMS.

Pricing structure

Movers are responsible for determining and setting their hourly rate for two movers and a vehicle. Based on your hourly rate, the system will generate an **Up-front price** for a request considering different factors involved in a moving job such as moving size, travel time, distance, vehicle type, number of movers and number of floors. By signing up to the platform you acknowledge our up-front pricing structure and agree to accept a fixed price set by the platform for any given job order.

Our payment system may permit consumers to add a gratuity to be paid to movers. Customer can also pay a gratuity in cash. Movers shall retain 100% of any gratuity paid by the customer, whether by cash or credit card.

Moving Supplies

Customers may have an option of requesting moving supplies such as boxes, taps, wraps etc. via the Platform. The prices of such supplies are fixed based on current market price. Movers agree to provide these supplies as part of a moving order, whether from their in-house inventory or purchase these supplies from outside vendors. Customers will be charged for placing such orders and the total amount of the supplies will be reimbursed to movers.

Service Fee

Unless notified otherwise by TingsApp in writing or except as provided herein, Movers will be charged 10% on the total amount of an order, before Supplies, Tips (if applicable) and Taxes, as service fee for each successful job completed.

GST/HST

You agree that you have the obligation under the Excise Tax Act (Canada) to register for a GST/HST account with the Canada Revenue Agency. You also agree that TingsApp or its parent company shall collect GST/HST from Customers on your behalf, and that such collection shall be considered the same as a collection made directly by you from the Customer. TingsApp or its affiliate shall remit to you, or cause to be remitted to you, such collected GST/HST on a bi-weekly basis. You agree that the GST/HST amounts remitted to you need not be sent separately from any other remittances to you and need not be accompanied by any documentation setting out which portion of such remittance

is on account of GST/HST. You understand that, in accordance with the Excise Tax Act (Canada), you will hold any such collected GST/HST in trust for the Government of Canada, subject to any right you may have to claim input tax credits. You, and not TingsApp, are responsible for timely remittance of the correct amount of such GST/HST to the Canada Revenue Agency. Notwithstanding anything in the Agreement, TingsApp shall calculate the Service Fee exclusive of GST/HST.

Payment

TingsApp shall electronically remit payment to the bank account specified by you. Payment shall be made every two weeks via direct deposit.

In the event of a service failure, mover shall not be entitled to payment as determined in the Company reasonable discretion. Any withholding of payment shall be based upon proof provided by the Customer or any other party with information relevant to the dispute. TingsApp shall make the initial determination as to whether a Service Failure was the result of Mover 's action/omission. Mover shall have the right to challenge TingsApp determination through any legal means termed by this Agreement; however, Mover shall notify TingsApp in writing at the challenge and provide TingsApp the opportunity to resolve the dispute.

In the event that TingsApp fails to remit payment in a timely or accurate manner, Mover shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Mover prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment provided however, Mover shall first inform TingsApp in writing the failure and provide a reasonable opportunity to cure it.

Intellectual property

The Mover hereby grants TingsApp for the term a royalty free irrevocable license to use its Intellectual Property for the purposes of providing the Services by the Company as contemplated hereunder.

The term "Intellectual Property" shall mean and include business information, personal information, logos, trade names, brand names, trademarks, copyrights, and other relevant intellectual property rights relevant to the advertisement and sale of the products and services.

Indemnity and Liability

Both Parties agree to indemnify the other Party and hold harmless from and against all claims, losses, causes of action, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) directly arising from, incurred as a consequence of or otherwise directly attributable to the gross negligence of either party as per the terms of this Agreement.

In no event shall TingsApp and its parent company be liable to the Mover for any incidental, indirect, consequential, or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if TingsApp knew or should have known of the possibility of such damages or claims.

Confidentiality

Customers recognize that Movers have and will have the following information: Business information, Personal Information, Plans, and other proprietary information (collectively, "Information") which are valuable, special, and unique assets of customers and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Movers agree that they will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of the Customer. Movers will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

Dispute Resolutions and Governing Laws

Any dispute between you and TingsApp arising under, or in relation to, this agreement or related to the Services shall be settled by binding arbitration.

To the extent permitted by applicable law, the terms herein will be governed by and construed under the Law of the province of British Columbia and Canadian federal laws, without giving effect to any principles of conflicts of law. The Courts of Vancouver British Colombia shall have exclusive jurisdiction over any dispute arising from the use of the Services in Canada.

Non-Exclusivity

During the term of this Agreement, Movers can engage in other activities and can provide its services to other Companies/clients.

Service Period

This Agreement shall commence on the effective date and shall be valid for as long as both parties are agreed and operate under the terms of this Agreement. unless notified in written by any parties for termination of the contract.

Terms and Privacy

By signing up to the platform you acknowledge that you have reviewed, understood, and agreed to our general Terms and Conditions and Privacy Policy posted on our website and mobile application. Also, by accepting this Agreement you consent to all actions taken by TingsApp with respect to your information in accordance with our Privacy Statement.