

Terms of Use

Update: June 2021

Contractual Relationship

These Terms and Conditions (“Terms”) constitute a legal agreement between you and TingsApp and its parent company (collectively, “TingsApp”).

The access to our website and mobile applications (collectively, the “Services”) is subject to the following Terms of this agreement, which may be modified from time to time with or without prior notice. By accessing and using the Service you acknowledge that you have read, understood and agree to be lawfully bound by these Terms and Conditions and our [Privacy Policy](#).

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, under agreement with TingsApp.

YOU ACKNOWLEDGE THAT 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 RELATED TO ANY MOVING OR LOGISTICS PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES.

All the services are performed by third party independent contractors. Service Providers 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. Service Providers 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 any Service Providers.

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.

User Account

For accessing and using the Services, you must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18) and you may be required to provide personal information, such as your name, address, email, mobile phone number and age, as well as a valid payment method to obtain an account.

You accept that the details you provide about establishing an account are accurate and that you will keep your details up to date. You are responsible for the security of all of your usernames, passwords, and registration information, and you are solely responsible for any use of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your usernames and passwords at any time with or without notice.

Communications

By signing up to the Services, you electronically agree to accept and receive communications from and/or on behalf of TingsApp, its parent company and third parties providing services to us. The communication includes but not limited to emails, text messages, calls, push notifications and/or by an automatic telephone dialing system. You hereby consent to receiving such communications for transactional, operational, informational or marketing purposes. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing the settings in your account.

You may also opt-out of receiving text messages from us by replying “STOP” from the mobile device receiving the messages. Message and data rates may apply.

By creating an account with us, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing us at legal@TingsApp.com

User Content

The platform permits you to post, user rating and reviews, comment and feedback (collectively, “User Content”). Ratings and Reviews are not endorsed by us and do not represent the views of TingsApp. We shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. You are solely responsible for the content posted by you. You represent that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services.

You grant TingsApp an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sublicensable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use your content in connection with TingsApp or its partners’ or affiliates’ business and in all forms of media (collectively, the “Uses”). Further, if you provide any suggestions, input, or other feedback relating to the Services we provide (collectively, the “Feedback”), we shall have the right to freely and fully exercise and exploit the Feedback in connection with our business or the business of our partners or affiliates. All Uses will be made without notification to and/or approval by you and without the requirement of payment to you or any other person or entity.

Payment

You understand that use of the Services may result in payments by you for the services you receive from a third-party Service Provider ("Charges"). Once you submit a request, we will place a temporary hold on your payment instrument in an amount equal to 100% of the applicable charges. After you have received services obtained through your use of the Services, you will have the option of paying an additional gratuity (a "Tip") to the third-party Service Provider. TingsApp will facilitate payment of the applicable Charges and tip if any, on behalf of the Service Provider, as such Service Provider's limited payment collection agent, using the preferred payment method designated in your Account. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by TingsApp.

Cancellation

If you cancel the requested service less than two (2) business days prior to the scheduled date you will be charged a cancellation fee in the amount of ten percent (10%) of the initial price.

Damage Protection

All registered Service Providers 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. The Coverage will be determined by the individual Service Providers governing claim and insurance policy in effect. All claims should be submitted immediately to the third-party Service Provider to help ensure timely resolution. TINGSAPP AND ITS PARENT COMPANY HAVE NO LIABILITY AND RESPONSIBILITIES AGAINST ANY SUCH CLAIMS.

Disclaimer

The services are provided on an “As Is” and “As Available” basis without any warranties of any kind, including that the Services will operate error-free or that the website, its servers or its content are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, merchantability, non-violation of third parties’ rights, and fitness for particular purpose and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation with any warranty, contract, or common law tort claims: we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the Services or the content, even if we have been recommended of the possibility of such damages.

The platform may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any such typographical, technical, or pricing errors recorded on the Services. The platform may contain information on certain services, not all of which are available in every location. A reference to a service on the websites does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the Services at any time without notice.

Exclusion of Liability

We take no responsibility for any indirect damage that may result from the Services.

We accept no responsibility for delays/errors due to circumstances outside our ruling. These circumstances can be, for example, labor conflict, fire, war, government decisions, reduced or non-delivery from the supplier.

We shall not be liable and responsible for the behavior of the users (both Service Providers and customers). And we are also not accountable for the quality of the services provided by the third-party Service Providers on the platform.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your own judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the Services including loss of data or information or any kind of financial or physical loss or damage.

In no event shall TingsApp, nor its parent company, owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (a) your use or access of or failure to access or use the Service; (b) any conduct or content of any third party on the Service; and (c) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage.

Indemnification

You agree to defend, indemnify, and hold TingsApp and its parent company, officers, directors, employees, agents, shareholders, affiliates, and partners (each, an "Indemnified Party") harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Dispute Resolution

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. Such arbitration shall be held in the City of Vancouver, in accordance with the laws of the province of British Columbia.

Governing Law

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 Columbia shall have exclusive jurisdiction over any dispute arising from the use of the Services in Canada.

Third Party Links

The platform may comprise links to external or third-party websites (“External Sites”). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures when you are downloading files from all these websites to safeguards your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

Copyright and Trademark

The platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed

by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

If you believe any content posted or made available on the Services constitutes infringement of your copyright, you may send a written notice of infringement to our legal team at legal@TingsApp.com

Termination

The Services will be provided to you can be canceled or terminated by us. We may terminate the Services at any time, with or without prior notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled

to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

Assignment

TingsApp shall have the right to assign/transfer this agreement to any third party including its holding company, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

Contact

If you have any questions or comments about these Terms, please contact us at legal@TingsApp.com