

**TAKE IT AWAY, INC.
SERVICE AGREEMENT**

THIS AGREEMENT is made by and between Take It Away, Inc. (“**Take It Away**” or “**Company**”), located at 1616 Anderson Road, McLean, VA 22102, and the customer (“**Member**,” and with Take It Away, the “**Parties**”) who has signed or otherwise accepted one or more Take It Away service orders or other form of written/electronic agreement between the Parties (each, a “**Service Order**”). Each Service Order incorporates the terms of this agreement (the “**Service Agreement**” or the “**Agreement**”) and the Take It Away Services Guide (the “**Guide**”) by reference.

1. GENERAL TERMS AND CONDITIONS

Take It Away provides storage and related services (together the “**Services**”) to Members as described here, in the Guide, and on Company’s website (www.takeitaway.com, the “**Site**.”) Members obtain Services by executing one or more Service Orders, in person or electronically. Unless otherwise documented in a Service Order, the following terms and conditions apply to Services:

- 1.1. **Service Items.** Services assist Members in storing, tracking, selling, moving, disposing of, or otherwise managing personal property items (the “**Member Property**.”) Services apply to Member Property accepted by Company as part of a Service Order, including individual Company-owned containers that may contain multiple items of Member Property and that each meet the conditions of this Agreement (each a “**Service Item**.”) By requesting a Service for a Service Item, Member warrants such Service Item is (i) owned by the Member or (ii) property that the Member has the right to deliver to Company. Service Items include Special Service Items, as defined below.
- 1.2. **Special Service Items.** A “**Special Service Item**” is any Service Item (i) larger than 50 cubic feet, (ii) heavier than 100 pounds, (iii) with a Member-Declared Value greater than \$1000, or (iv) that in Company’s judgment is fragile and/or requires special handling. Special Service Items require customized price quotations (the “**Custom Price Quote(s)**”) documented in Service Orders.
- 1.3. **Member-Declared Value.** Member must provide an estimated fair market value (the “**Member-Declared Value**” or “**MDV**”) for each Service Item. The MDV for any container, including any Company-owned container, will be the aggregate value of all property it contains. By signing a Service Order, Member warrants that documented MDVs are accurate to the best of his knowledge, and accepts sole responsibility for Company’s reliance upon the MDV.
- 1.4. **Provisory Storage Agreement and Warehousing.** If any Service Item remains under Company control in the absence of a Service Order authorizing Storage Services, a “**Provisory Storage Agreement**” or “**PSA**” will take effect on the next day without the requirement of any action on the part of Company or Member. Provisory Storage Agreements cover Service Items including, but not limited to property remaining unclaimed by Member after Company has provided a Service or has terminated this Agreement. PSAs include the storage-related terms and conditions of this Agreement, and the Service Fees for Services Company provides under the PSA will be those set forth herein and in the Guide, including Warehouse ItSM Service Fees, and will be charged from the date on which the PSA becomes effective. Member is responsible for payment of all Service Fees incurred under a PSA, and agrees that non-payment of such fees will entitle Company to treat affected Service Items in accordance with the provisions of the “**Warehouseman’s Lien**.”
- 1.5. **Service Orders.** Company provides Services only as set forth in Service Orders mutually agreed upon by Company and Member and signed or otherwise agreed by Member. Service Orders list the Services that Company will provide to Member, and the Service Fees to be charged for such Services.
- 1.6. **Authorized Representatives of Member.** Member may designate one or more individuals over eighteen (18) years of age to act on his behalf regarding Services by executing Company’s Authorized Representative Form, attached hereto as Exhibit A. Member is liable for all obligations incurred by his representative(s). Member may specify whether a representative will have full administrative rights (an “**Administrative Authorized Representative**”), or restricted administrative rights (a “**Limited Authorized Representative**”).
- 1.7. **Member Privacy.** Company will not sell or otherwise make available to outside parties any personally identifiable Member information, except as set forth in the Take It Away Privacy Statement as it may be amended from time to time. The current version of the Privacy Statement is available at www.takeitaway.com.
- 1.8. **Service Area.** Company provides Services only within the Company’s service area (the “**Service Area**”) as the same may be modified from time to time, unless otherwise expressly provided in a Service Order. Company’s current Service Area is Virginia’s Arlington, Fairfax and Loudoun Counties, and the independent cities of Alexandria, Fairfax, and Falls Church.
- 1.9. **Service Locations.** Company provides Services at Member-designated addresses within the Service Area (each, a “**Service Location**”), provided that Company may decline to provide Services at a proposed Service Location in its sole discretion. Member’s “**Default Service Location**” is the initial address provided by Member to Company, unless Member has designated a different address in writing.
- 1.10. **Take It Away Service Visits.** Company provides Services through visits made to Member-designated Service Locations by Company personnel (the “**Service Visit(s)**”). As set forth herein and in the Guide, Company charges a fee (the “**Service Visit Fee**”) for each Service Location Company visits to perform Services. The Service Visit Fee will vary based on vehicle type and personnel assigned, as set forth in the Guide. The Service Visit Fee will be charged to a Member who is not present at the time of a scheduled Service Visit, unless Member has provided an Authorized Representative or otherwise made arrangements with a Concierge in a written communication at least four (4) hours prior to the scheduled Service Visit.
- 1.11. **Take It Away General ServicesTM.** Company may provide General Services to help satisfy Member requests not met through one or more of the named Services described below.
 - 1.11.1. **General Services Fees.** As set forth the Guide, Company will charge an hourly Service Fee per Service Associate assigned to work on Member’s behalf, as set forth in an approved Service Order.
 - 1.11.2. **No Completion Guarantee.** If Member specifies job duration or number of staff, Company makes no warranty that Member’s estimated level of effort is adequate to complete such job. Company personnel will make commercially reasonable efforts to satisfy Member requests.
- 1.12. **All Services by Appointment.** Company provides Services only by appointment, with the exception of empty container drop-offs.
- 1.13. **Service Hours.** Company provides Services Monday through Friday from 8:00AM to 8:00PM and from 8:00AM to 6:00PM on Saturdays. Company does not provide Services on Sundays or Company Holidays. Company holidays include New Year’s

Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve and other dates that may be posted by Company from time to time. Hours during which Company provides Services are the "**Service Hours.**"

- 1.14. **Concierges.** Company provides Member with access, free of charge, to Company personnel (the "**Concierge(s)**") to help Member select, plan, and schedule Services. However, in instances where a Concierge personally performs Services for a Member, Service Fees set forth in the Guide will apply.

1.14.1. **Concierge Consultations.** Concierges will visit prospective Members to consult on applicable Services. Concierges will develop draft Service Orders listing proposed Services and Service Fees for Member review.

1.14.2. **Change of Concierge.** Company may change Member's assigned Concierge at any time for any reason, and shall have no liability or obligation to Member as a result.

- 1.15. **Service Teams.** Company personnel who perform Services for Members comprise a "**Service Team.**" Service Team staffing is determined at Company's sole discretion.

- 1.16. **Service Fees and Member Payment Method.** Company charges Members fees for Services as documented in Service Orders or as otherwise set forth herein (the "**Service Fees**"). Except as otherwise provided herein, Company will charge Member's credit card or other Company-accepted payment method (the "**Member Payment Method**") for all applicable Service Fees upon execution of a Service Order. Company will charge additional/periodic Service Fees shown in the Service Order as incurred. For ongoing Services, Company will keep Member Payment Method information on file, and Member is responsible for updating Company with any changes. Some Services have periodic Service Fees, or do not require full amounts due to be paid immediately upon Service Order execution. Members purchasing such Services must complete Company's Payment Authorization Form, which allows Company to pre-authorize future payments against, and charge periodic Service Fees to, the Member Payment Method. Company may decline to provide Services to a Member who does not sign the Payment Authorization Form, or whose form is inaccurate in any material respect. Service Fees are subject to change without notice, and are non-refundable.

- 1.17. **Service Facilities.** Company provides Services from facilities within the Service Area or elsewhere (each, a "**Service Facility.**")

- 1.18. **Member Access to Service Facilities.** Member acknowledges and agrees that Company does not provide direct access to stored Service Items. For safety and security, Member is not permitted to enter the Service Facility warehouse under any circumstance. Member may, however, drop off or pick up Service Items at a Service Facility during Service Hours. Member should schedule Service Item drop-offs or pick-ups at least one (1) business day in advance, or Surcharges will apply as set forth in the Guide. Service Items are retrieved from storage by Company staff and held for Member's arrival. Member is required to show a driver's license or other form of photographic identification (a "**Photo ID**") to pick up Service Items.

- 1.19. **Payments and Notifications.** All monthly or other periodic Service Fees will be charged to the Member Payment Method on the first day of the applicable billing period. Company failure to send a reminder of the dates that Service Fees will be due and charged will not affect Member liability for such Service Fees. Member will be notified of delinquent Service Fee payments, including payments delayed by reason of a declined charge to the Member Payment Method. Service Fees shown on Service Orders are due upon Member execution, and on all applicable

renewal dates. Company reserves the right to charge a monthly late fee of not more than 1.5% of the amount of any and all past-due payments. If Member fails to pay any Service Fees within thirty (30) days after notice from Company that such fees are past-due, Company will avail itself of any and all rights under law or otherwise to collect such past-due Service Fees.

- 1.20. **Restrictions on Services and Excluded Items.** Company provides Services subject to restrictions. Member accepts full responsibility and liability for all damages or losses that result from Member's failure, whether willful or negligent, to adhere to Service restrictions. Company reserves the right to open and inspect any package or container tendered to it for storage or other Services to ensure compliance with such restrictions. No Services shall be rendered for items that meet any of the below criteria, which are collectively but not exhaustively referred to as "**Excluded Items:**"

1.20.1. any individual item of Member Property having a Member-Declared Value ("**MDV**") of more than twenty-five thousand dollars (\$25,000.00);

1.20.2. any Member Property, the MDV of which, when added to the aggregate MDV for all other Service Items of Member entrusted to Company's care and control, would exceed two-hundred-and-fifty thousand dollars (\$250,000.00) in aggregate;

1.20.3. any hazardous materials, firearms or ammunition;

1.20.4. any currency, precious metals, artwork or jewelry;

1.20.5. any food or perishable items;

1.20.6. any medical waste, biological remains or living material;

1.20.7. any items or containers containing liquids, including, without limitation, alcohol, gasoline, and other flammable liquids;

1.20.8. any items that are prohibited by law or regulations of any federal, state, or local government in the U.S.A.;

1.20.9. any other item that, in the judgment of Company, (i) is liable to soil, taint, or otherwise damage other merchandise or equipment of Company or any other member, (ii) is economically or operationally impractical to transport or store, or (iii) is improperly packed or wrapped or incapable of being properly wrapped, packed or stored.

- 1.21. **Limits to Liability and Damages; Affiliates.** IN NO INSTANCE SHALL COMPANY OR ITS OFFICERS, DIRECTORS, PARENTS, STOCKHOLDERS, AGENTS, CONTRACTORS, EMPLOYEES AND AFFILIATES (COLLECTIVELY, THE COMPANY'S "AFFILIATES"), BE LIABLE TO MEMBER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, LOSS OF PROFIT, LOSS OF INCOME, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. COMPANY WILL HAVE NO LIABILITY TO MEMBER FOR ANY DAMAGE/LOSS TO HOME, BUSINESS, MEMBER PROPERTY AND/OR SERVICE ITEMS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

- 1.22. **Limits to Liability; No Refunds or Credits.** Company will not be liable for, nor shall it make any refund or provide any credit as a result of any loss, damage, delay, mistaken delivery, or failure to provide information about any Services caused by or resulting in whole or in part from any of the following:

1.22.1. An act, default or omission of any person or entity other than Company or its Affiliates;

1.22.2. A defect in, or the inherent nature of, any Service

- Item;
- 1.22.3. Member's violation or breach of any term or condition of this Agreement or of a Service Order;
 - 1.22.4. Loss of data stored on magnetic tapes, hard drives, compact discs, or other storage media, or damage to files, images, sound tracks, or motion pictures on any media;
 - 1.22.5. Delay, incomplete delivery, or other incomplete performance of Services due to an act or omission of a regulatory authority or law enforcement agency;
 - 1.22.6. Damage indicated solely by any shock watch, tilt meter, or other device attached to any Service Item;
 - 1.22.7. Damage to particle board, press board or fiberboard furniture that has been assembled from a box or other container;
 - 1.22.8. Superficial damage to crates, boxes, external wrappings or shipping containers, including damage to the finish by adhesive labels, and soil or damage incidental to the Services;
 - 1.22.9. Company's compliance with instructions from Member or Member's Authorized Representative.
- 1.23. **Member Liability for Service Items.** Member acknowledges that Member is liable for all damage that property placed in a container by Member may inflict on the property of others, except when and to the extent that such damage is directly caused by Company's gross negligence or willful misconduct.
 - 1.24. **No Liability for Shipping.** Company is not responsible for loss or damage to Service Items that occurs during shipping by a recognized service provider such as UPS, Federal Express, or other qualified shipper.
 - 1.25. **No Liability after Delivery.** Company will not be held liable for loss or damage to Service Items, or caused by Service Items, after delivery by Company or any third-party has occurred.
 - 1.26. **No Liability for Third-Party Service Facilitation.** Company may decline to provide any requested service for any reason. Company may attempt to facilitate arrangements for such services on Member's behalf with an appropriate third-party, but will not have any liability to Member for such arrangements, or for any third party service.
 - 1.27. **Selection of Third-Parties.** Any third-parties from which Company may obtain services or products on Member's behalf will be selected by Company in Company's sole discretion if not specified by Member in the applicable Service Order.
 - 1.28. **Transfer of Control.** Company's responsibility to Member for Services performed by third parties for Member shall not extend beyond the transfer of Service Item control to Member, or any third-party as directed by Member, for any Service.
 - 1.29. **Timely Payment.** Timely payment of Service Fees is required in accordance with the schedule set forth in the Service Order. If any Service Fee is due and unpaid for more than thirty (30) days, or if Member makes late payment more than twice in any twelve-month period, Company may terminate this Agreement as provided herein. If Member is in default on payment of any storage Service Fees for thirty (30) continuous days, Company may begin enforcement procedures to satisfy Company's lien (see "Warehouseman's Lien" section herein). Company reserves the right to require all past due payments to be made in cash, money order, or cashier's check.
 - 1.30. **Company Termination of Agreement.** Company may terminate this Agreement if Member breaches any provision in any material respect, including by reason of non-payment or late payment of Service Fees. Any such termination may be effected by notifying Member not fewer than thirty (30) days in advance of the termination date of monthly Storage Services, and not

fewer than fifteen (15) days in advance of the termination date for other Services. Company may terminate this Agreement at any time, with or without a Member breach, by giving Member not less than thirty (30) days' notice prior to the effective date of termination. Upon the effective date of Company's termination of this Agreement for any reason, unless Member directs Company to deliver all Member Service Items to a Service Location and pays all applicable Service Fees at least one (1) business day prior to such effective date, a Provisory Service Agreement will become effective. Upon any termination of this Agreement for non-payment/late payment of Service Fees, Company shall have all rights under law, including without limitation those rights set forth elsewhere in this Agreement to recover payment of such fees.

- 1.31. **Warehouseman's Lien.** In accordance with the provisions of Section 8.7-209 of the Virginia Code, Company has a lien on all Service Items it stores within its premises for charges for storage or transportation (including demurrage and terminal charges), insurance, labor or other charges, present or future, in relation to the Service Items stored, and for expenses necessary for the preservation of such Service Items or reasonably incurred in their sale pursuant to law. The foregoing lien will also attach to all other Service Items in Company's control whether or not they were originally accepted by Company in connection with Company's Storage Services.

- 1.31.1. Company's lien attaches as of the date a Service Item is stored within the Company's premises and shall remain until such Service Item is removed. If Member is in default on payment of applicable Service Fees for thirty (30) continuous days, Company may begin enforcement procedures to satisfy Company's lien.

- 1.31.2. If Member fails to pay any Service Fee for Storage Services within thirty (30) days after notice from Company that such payment is past due, Company may avail itself of any and all rights under law or otherwise to collect such Service Fee, including without limitation effecting a public or private sale of Member's Service Items in accordance with the provisions of Section 8.7-210 of the Virginia Code relating to Enforcement of Warehouseman's Lien.

2. TAKE IT AWAY STORAGE SERVICESSM

Take It Away provides certain property storage services including Store ItSM, Crate ItSM, Hang ItSM, Track ItSM, and Protect ItSM (together the "Storage Services" and each individually a "Storage Service.") Unless otherwise expressly set forth in a Service Order, the following terms and conditions apply to Storage Services.

- 2.1. **Automatic Service Renewal.** Prepaid monthly Storage Services automatically renew each month unless and until Member terminates the Service.

- 2.2. **Service Item Returns.** At Member's request, Company will retrieve Member Service Items from Service Facilities and return them to Member's Default Service Location, or other Service Location specified by Member.

- 2.2.1. **Return Fees.** As set forth in the Guide, Company will charge Member (i) a Service Visit Fee for each Service Location visited by Company to provide these Services, and (ii) any applicable Surcharges.

- 2.2.2. **Scheduling Requirement.** Member must schedule Service Item returns at least one (1) business day in advance of desired delivery date; Company will endeavor to arrive within an agreed-upon two-hour window, but will have no liability to Member if it fails to arrive in such timeframe.

- 2.2.2.1. **Expedited Service.** As set forth in the Guide,

Company will add Surcharges for Expedited Next Day, Same Day, or Sunday/Holiday Service. Except as set forth in an executed Service Order, Company makes no warranty that any Service Item can be returned at any time other than during Service Hours.

2.2.2.2. **Notification.** Member must notify Concierge at the time of Service scheduling if he or she wants to have a Service Item returned to a Service Location other than the Default Service Location and/or have it received by an Authorized Representative.

2.2.2.3. **Return Limitations.** Company does not return Service Items from storage in lieu of moving services. If Member requests transport of a large number of Service Items to somewhere other than the Default Service Location from which they were removed, Company may in its sole discretion determine that Member requires bulk moving services, and may choose to satisfy such Member requests with a custom price quote for General Services, or by engaging a third party.

2.2.2.4. **Limitation of Liability Related to Returns.** Company will not be held liable for damage or loss to Service Items after delivery to Member or Member's Authorized Representative.

2.3. **Service Termination.** Member may terminate Store It, Crate It, or Hang It Services for any Service Item, by notifying Company via email to concierge@takeitaway.com. Such notice must be given at least fifteen (15) days before the next automatic billing date for Services billed monthly or else the full monthly payment for the succeeding period will be due and charged to Member Payment Method as set forth above.

2.3.1. **Requirements of Member.** At or prior to the time of any Storage Service termination for any Service Item, Member must schedule a Service Visit for the return of that Service Item to occur no later than three (3) days after the date on which prepaid Storage Services expire. Service Visit Fees apply as set forth in the Guide. If Service Item return is not completed within said period for any reason other than Company's failure to timely fulfill a properly communicated return order, Member will be deemed to have entered into a Provisory Storage Agreement for such Service Item. With respect to Company-owned crates and wardrobe boxes associated with a terminated Service, Member will completely empty such containers and return them to Company during the Service Visit, or if preferred, may schedule and receive an empty container pick-up Service Visit by Company within the following five (5) days. Member will be liable for, and Company may charge the Member Payment Method for the applicable container purchase fee (the "Crate Purchase Fee" or the "Wardrobe Box Purchase Fee") for any Company-owned container lost or suffering significant damage not caused by Company, as determined by Company in its reasonable judgment. In addition, the applicable purchase fee may be assessed for any Company-owned container Member does not make available for pick-up by Company within 5 days after its return to Member by Company, unless failure to complete such pick-up was due to Company's inability to comply with a date and time mutually agreed with Member.

2.4. **STORE ITSM SERVICE**

Company provides full-service storage for individual Service Items that are too large or otherwise unsuitable for storage in Company containers. Company will make a Service Visit to pack Service Items for removal from Member's Service Location and transport to a Company Service Facility. Each Service Item will be inventoried and entered into Company's property management system before storage. Company will provide basic Service Item tracking information to Member,

2.4.1. **Prepaid Monthly Storage.** Member may purchase Store It storage on a pay-in-advance monthly basis at the rates set forth in the Guide.

2.4.1.1. **Service Term.** The "Monthly Service Term" for Store It Services will commence on the date of Service Item pick-up by Company and continue, running from the first day to the last day of each successive calendar month thereafter.

2.4.1.2. **Monthly Service Fee.** Payment for the first month of storage is due on the date of Service Item pick-up by Company, and will be prorated based on the number of days remaining in the month. Payment is due on the first day of each month thereafter, and will be automatically charged to the Member Payment Method until Service Termination.

2.4.2. **Company Packing Required.** Member agrees to use Company's packing service for all Store It Service Items, which will be protected and stored using Company methods and materials. Company charges a packing Service Fee per individually-handled Service Item as set forth in the Guide.

2.5. **CRATE ITSM AND HANG ITSM SERVICES**

Company provides, for a Service Fee, Company-owned storage crates and wardrobe boxes ("containers") for Members to use when storing Service Items with Company, and for limited other uses as set forth in the Guide. Company will drop off crates and/or wardrobe boxes at Service Locations specified by Member. Company retains ownership of crates and wardrobe boxes unless purchased by Member.

2.5.1. **Prepaid Monthly Storage.** Member may purchase Crate It and Hang It Services on a pay-in-advance monthly basis at the rates set forth in the Guide.

2.5.1.1. **Service Term.** The "Monthly Service Term" for Crate It and Hang It Services will commence on the date of Service Item pick-up by Company and continue, running from the first day to the last day of each successive calendar month thereafter.

2.5.1.2. **Monthly Storage Service Fee.** Payment for the first month of Crate It and Hang It Services is due on the date of container drop-off, and will be prorated based on the number of days remaining in the month. Payment is due on the first day of each month thereafter, and will be charged automatically to the Member Payment Method until Service Termination.

2.5.2. **Empty Container Drop-offs.** If Member or his Authorized Representative is not present for a scheduled container drop-off, Company may leave containers with another person at the Service Location, on the porch/patio of a residence, in the lobby/anteroom of a business, or in another location of Company's choosing. If Company in its sole discretion declines to leave

containers behind, Member will be charged a Service Visit Fee for the missed Service Visit. With Member's prior consent, Company will make unscheduled drop-offs of empty containers at times of Company's choosing, without requiring Member to be present. Company will use commercially reasonable efforts to follow any drop-off instructions provided by Member, but shall have no liability for its failure to follow such instructions absent gross negligence or willful misconduct on the part of Company.

2.5.3. **Self-Packing or Full-Service Packing.** Member may self-pack Company containers according to Company guidelines, or purchase Company packing services for a per-container Service Fee as set forth in the Guide.

2.5.3.1. **Safe Packing Requirement.** To put self-packed containers into Company storage, Member must pack them such that their contents are sufficiently protected and their interlocking lids can be closed completely for securing and stacking. If Company determines that any container cannot be secured and safely transported, Company reserves the right to repack it and/or transfer Service Items to one or more additional containers, and to charge additional Service Fees as set forth in the Guide. If Member does not agree to repacking, Company may decline to accept such containers. If Company does accept such Member Property without repacking, Member must acknowledge on the Service Order that Company has no liability for any loss or damage which may occur during its handling or storage.

2.5.4. **Special Service Items in Crates or Wardrobe Boxes.** Member's Concierge will provide a custom price quote for the storage of any container containing a Special Service Item. If Company determines during or after pick-up that a Member-packed crate or wardrobe box contains one or more Special Service Items that require repacking, protective packaging, or other special care in handling, Company will repack the Special Service Item and/or container and charge Member adjusted Service Fees for storage based on a custom price quote for the container holding the Special Service Item, as well as any applicable Packing Fees as set forth in the Guide. If Member does not agree to pay such adjusted Service Fees resulting from the Special Service Item, Company may, in its sole discretion, return it and/or the affected container to Member (Service Visit Fees apply as set forth in the Guide).

2.5.5. **Securing Crates and Wardrobe Boxes.** Crates and wardrobe boxes to be stored by Company will be secured in Member's presence. Company may, without prior consent, open any container if Company reasonably determines such action is necessary or desirable to ensure compliance with the law, any provision of this Agreement, or an applicable Service Order.

2.6. **PROTECT ITSM SERVICE**

Company provides, at no cost to Member, base protection against loss or damage to Service Items in the amount of their Member-Declared Value, up to one hundred dollars (\$100.00) per container or other Service Item. Individual items inside containers cannot be separately valued; the MDV for any container will be the aggregate value of all items it contains.

When Member declares an MDV greater than \$100.00 for a Service Item, or if additional protection is required by law, Company will charge Member twenty-five cents (\$0.25) per month for every additional \$100.00 in MDV, up to a twenty-five thousand dollar (\$25,000.00) extended protection limit per Service Item and a two-hundred-and-fifty-thousand dollar (\$250,000.00) aggregate protection limit per Member. If Member does not wish to purchase such extended protection, he or she may decline it by confirming via the Service Order that the item's "**Take It Away Protected Value**" (or "TPV") is limited to the \$100 maximum provided for under base protection.

2.6.1. **Term of Service.** (i) For base protection, the "**Protect It Base Term of Service**" will commence at the time that Company takes possession of the Service Item, remain in effect while the Service Item is in Company's control, and terminate upon return of the Service Item to Member or upon the Service Item leaving Company control by any means. (ii) For extended protection, the "**Protect It Monthly Term of Service**," will commence when Member pays the associated Service Fee and will remain in effect for one month, but will terminate upon return of the Service Item to Member, upon the Service Item leaving Company's direct control, or upon Member's failure to pay associated Service Fees.

2.6.2. **Service Fee.** Payment for the first month of extended Protect It Services is due on the date of Service Item pick-up by Company, and will be prorated based on the number of days remaining in the month. Payment is due on the first day of each month thereafter, and will be charged automatically to the Member Payment Method until Service Termination (see Automatic Service Renewal section above).

2.6.3. **Protect It Offset.** All past-due amounts for Company Services will be deducted from any amount otherwise payable on a Protect It claim or loss or damage.

2.6.4. **Liability Limits.** Company's liability for loss or damage to each Service Item stored, transported, or otherwise handled by Company is limited to one hundred dollars (\$100.00), except as set forth below. Unless Member declares a value in excess of one hundred dollars (\$100.00) for a Service Item in the Member-Declared Value field of the applicable signed Service Order and has timely paid the associated Protect It monthly Service Fee, Company's liability for loss or damage to any Service Item is limited to \$100.00, and Member acknowledges and agrees that Company shall not under any circumstance be liable for more than \$100.00 for that Service Item, regardless of that Service Item's actual value. If a Service Item is damaged or lost by Company, Company's maximum liability for that Service Item shall not exceed the lesser of:

2.6.4.1. \$100.00, when no MDV in excess of \$100.00 is declared on the Service Order (or when an MDV in excess of \$100.00 is declared, but the applicable Protect It Service Fee for extended protection has not been timely paid);

2.6.4.2. its MDV as documented on the applicable Service Order, when Protect It Service Fees have been timely paid;

2.6.4.3. the Service Item's actual cost;

2.6.4.4. the Service Item's replacement cost at the time and place of loss or damage; and

2.6.4.5. the cost to repair the damaged Service Item.

2.6.5. **Proration for Partial Loss or Damage.** Company's

liability for partial loss or damage will be prorated based on the ratio of total Member-Declared Value to total actual value. If Member tenders a Service Item with an actual value of five-thousand dollars (\$5,000), but only declares and pays for an MDV of twenty-five hundred dollars (\$2,500), for example, if partial loss or damage were to occur in the amount of two thousand dollars (\$2,000), Company would settle such a claim for one thousand dollars (\$1,000), which equals the ratio of the item's MDV of \$2,500 to its actual value of \$5,000, multiplied by the damage of \$2,000.

2.6.6. **Special Limitations of Liability.** Company's liability for certain Service Items shall be limited as follows:

2.6.6.1. **Checks and Money Orders.** Company's liability for a Service Item containing a check or checks or money order or money orders is limited to the cost of stopping payment on and reissuing the check(s) or money order(s), not to exceed one hundred dollars (\$100.00) per Service Item. In no event shall Company be liable for the face value of the check(s) or money order(s).

2.6.6.2. **Phone Cards, Tickets, Gift Cards, and Similar Items.** Company's liability for a Service Item containing a phone card, ticket (such as event or airline ticket), gift certificate, gift card, coupon, or other similar printed matter with an exchange value is limited to the cost (which shall not include any amount of the value attached to the card, certificate, or coupon, or similar printed matter) of replacing the physical card(s), certificate(s), or printed matter, not to exceed one hundred dollars (\$100.00) per Service Item. In no event shall Company be liable for the face value of any phone card, ticket, gift certificate, gift card, coupon, or similar printed matter.

2.6.6.3. **Media.** Company's liability for a Service Item containing documents, film, photographs, negatives, slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded, not to exceed one hundred dollars (\$100.00) per Service Item.

2.6.6.4. **Pairs, Parts.** In the event of loss of or damage to a pair or set of Service Items, Company's liability is limited to the value of that part of the pair or set which is lost or damaged. Company shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of a Service Item (including any part of a machine) which, when complete for sale or use, consists of several parts, Company shall be liable only for the value of the part lost or damaged. In no event shall Company be liable for the value of the complete Service Item.

2.6.7. **Exclusions from Liability.** Company shall not be liable or responsible for:

- 2.6.7.1. loss or damage to, or due to, any Excluded Item unknowingly accepted by Company;
- 2.6.7.2. loss or damage to Service Items resulting from (i) insects, moths or vermin, (ii) inherent vice,

(iii) deterioration, humidity or extremes of temperature, or (iv) wear and tear that occurred or accumulated prior to acceptance by Company or after return to Member;

2.6.7.3. loss or damage resulting from improper or inadequate Member self-packing or wrapping;

2.6.7.4. loss or damage to electrical tubes or light bulbs of any type;

2.6.7.5. loss of, damage to, or irretrievability of data stored on any type of media, or of information including without limitation personal, health or financial information; or,

2.6.7.6. loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of governmental or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, strikes or other labor disputes, civil unrest, disruptions in national or local air or ground transportation network, disruption or failure of communication and information systems, or adverse weather conditions;

2.6.7.7. loss or damage arising from providing any Service to, or on behalf of, a person or entity that obtains such Service by trick, false pretense, or other fraudulent scheme.

2.6.8. **Maximum MDV.** The maximum Member-Declared Value per Service Item is twenty-five thousand dollars (\$25,000.00). The maximum MDV for all of a Member's Service Items is limited to two-hundred-and-fifty thousand dollars (\$250,000.00). Company will not be liable for any loss or damage in excess of such amounts under any circumstance, regardless of the actual value of such Service Item(s), even if such loss or damage results from Company's gross negligence or willful misconduct.

2.6.9. **Not Insurance.** This Service is not insurance. Members who desire cargo insurance for shipments, all risk insurance, or other forms of insurance must purchase from a third party.

2.6.10. **Service Item Verification.** Members should not seal self-packed containers for which they will declare MDVs greater than one hundred dollars (\$100.00); Company personnel must be able to inspect, photograph and/or catalog all such containers. At pick-up, Company will secure each container and assign it an identifier (the "Service Item ID") in Member's presence.

2.7. **TRACK ITSM SERVICE**

Company will make and provide an inventory of Member items. Track It Basic service is included with other Services to enable identification and location of Member Service Items. Track It Basic includes Service Item inspection and documentation of identifying information and condition, which may include one or more photographs at Company's sole discretion, and the assignment of a Service Item ID. Company separately provides Track It Custom services to create more detailed inventories at Member's direction (e.g., collections, memorabilia, insurance inventories) and to provide other property tracking and management Services.

2.7.1. **Basic Service Free of Charge.** Company will capture tracking information about Member Service Items at Service Locations including Service Facilities. Track It

Basic Service is provided free of charge to assist Member and facilitate performance of Services.

- 2.7.2. **Basic Item Tracking Data.** Company will make commercially reasonable efforts to collect the following information from Member and through physical examination of Service Items: Service Item Name, Description, Condition, Brand/Make, Model/Model Number, Serial Number, Dimensions, Weight, Parts and Accessories, and Member-Declared Value. Company shall have no liability for its inability or failure to collect such information.
- 2.7.3. **Custom Services and Service Fees.** Company will prepare customized inventories of Member Service Items, including identification information as specified by Member and available to Company. Track It Custom Services require custom price quotes.
- 2.7.4. **Inventory Availability.** Company will email Member an inventory for any/all Member Service Order(s) within five (5) business days of receipt of Member's request for same, provided that Company will not be held liable in any way for failure to produce an inventory within such time frame.

3. TAKE IT AWAY PROPERTY SERVICESSM

Take It Away may provide its Members with certain other personal property management services including Sell ItSM, Relocate ItSM, Donate ItSM, Recycle ItSM, Receive ItSM, and Deliver ItSM (together the "Property Services"). Unless otherwise set forth in a valid Service Order, the following terms and conditions apply to Property Services:

- 3.1. **RESTRICTED TO MEMBERS WHO USE STORAGE. COMPANY ONLY MAKES PROPERTY SERVICES AVAILABLE TO MEMBERS WHO HAVE AT LEAST TWENTY CUBIC FEET (20 FT³) OF PROPERTY STORED IN A COMPANY SERVICE FACILITY UNDER A VALID SERVICE ORDER AT THE TIME OF PROPERTY SERVICES PURCHASE AND PERFORMANCE.**
- 3.2. **SELL ITSM SERVICE**

Company will store and sell Service Items in good condition on Member's behalf. Company will pack and remove Member Service Items to a Service Facility to be inventoried, photographed, and listed for sale through sales channels of Company's choosing. Company will screen, qualify, negotiate and transact with potential buyers. When a Service Item sells, Company will collect payment and remit to Member the Sold Price minus Company's sales commission and all shipping, handling, or other transaction fees as set forth below.

 - 3.2.1. **Listing Period.** The listing period for Service Items will be ninety (90) days from the date of the applicable Service Order (the "Sales Service Term"), during which Company will work to sell Service Items on Member's behalf.
 - 3.2.2. **Service Fees and Commissions.** As set forth in the Guide, and in addition to any Storage Services Fees, Company will charge Member (i) applicable Service Visit Fees and (ii) a flat fee per Service Item, and (iii) a sales commission for each Service Item sold. Company's sales commission is calculated as a percentage of a Service Item's gross sales price when sold (the "Sold Price,") excluding any shipping, handling and/or other transaction fees.
 - 3.2.3. **Exclusivity.** Member agrees to consign Service Items with Company for the Sales Service Term, during

which Member designates the Company as the sole seller of record for the Service Items. If Member otherwise sells any Service Item listed for sale by Company during its Sales Service Term, Company is entitled to receive its sales commission as if Company had effectuated the sale at the Service Item's original List Price.

- 3.2.4. **Sales Channels.** Company will use commercially reasonable efforts to select appropriate sales channels to sell Service Items, but makes no representation that a given Service Item will sell, or that the channel(s) selected will yield the highest possible sales price. Company has no liability with respect to sales channel selection, or the price at which a sale is made, absent willful misconduct on the part of Company.
- 3.2.5. **Service Item Pricing for Sale.** For each Service Item to be sold, Member may set a desired sale price (the "List Price") and a lowest acceptable price (the "Reserve Price") or may request that Company price the Service Item for sale, provided that Company will have no liability to Member for any mistake in attribution, valuation, or other decision in connection with any such Member- or Company-determined price.
- 3.2.6. **Price Ranges and Adjustments.** Service Items are initially listed for sale at Member's List Price (if provided) or higher, and sold at no less than the Reserve Price (if provided) without Member's consent. If Company determines that a Service Item is receiving below-average or above-average buyer interest, Company may in its sole discretion relist it at a lower or higher price, but will not reduce the sale price below the Reserve Price without Member consent.
- 3.2.7. **Member Anonymity.** Company mediates sales to help Members remain anonymous. Shoppers or buyers will not contact or visit the Member without Member's prior consent. Company has no liability to Member for any loss of anonymity.
- 3.2.8. **Sales Listings.** Company will create and maintain Service Item sales listings as deemed appropriate by Company to support its sales efforts.
- 3.2.9. **Use of Service Item Information.** Company has the right to use any and all Service Item information, including photographs and other images, in connection with the advertising, promotion, and sale of Services.
- 3.2.10. **Member Payments.** Company will remit to Member the Service Item Sold Price, less Company's Sales Commission and all shipping/handling/transaction fees, within thirty (30) days after Company receives Final Payment for such Service Item ("Final Payment" means receipt of good funds from the purchaser of a Service Item and expiration of all applicable sales channel return policies). However, if Company has sold multiple Service Items for Member during any preceding two-week period, Member will receive one consolidated payment for all such Service Items within thirty (30) days after Company receives Final Payment for the last Service Item sold. Remittance will be via PayPal or Company check, as selected by Member.
- 3.2.11. **As-Is Final Sales.** All Service Items are sold "as is" and all sales are final. Company provides no warranties, expressed or implied.
- 3.2.12. **Chargebacks and Refunds.** If, after Company has remitted the proceeds of a Service Item sale, that item's purchaser obtains a "chargeback" or is otherwise able to obtain a refund of any portion of the

purchase price, for any reason other than Company gross negligence or willful misconduct, Company reserves the right to charge Member's Payment Method for the full amount of any such refund.

3.2.13. **Unsold Items.** For any Service Item that does not sell during the initial Sell It Sales Service Term, Member may (i) relist the Service Item for another 90-day Sales Service Term, or (ii) have the Service Item returned to Member Service Location, or (iii) otherwise dispose of the Service Item using one of Company's other Services. Service Fees apply for each option as set forth in the Guide.

3.2.14. **Failure to Retake Possession.** Unsold Service Items not relisted, returned to, disposed of, or retrieved by Member within ten (10) days after notice of the expiration of the Sales Service Term will become subject to a Provisory Storage Agreement, and applicable Service Fees will apply as described herein and in the Guide (see Warehouse It).

3.3. RELOCATE ITSM SERVICE

Company will move Service Items between addresses in Company's Service Area or between rooms within Member's Service Location.

3.3.1. **Service Fees.** As set forth in the Guide, Company will charge Member (i) a Service Visit Fee per Service Location visited by Company to provide these Services, (ii) an Item Fee per Service Item relocated, and (iii) any applicable Surcharges. Special Service Items require custom price quotes.

3.3.2. **Service Limitations.** Relocate It is not a bulk moving service. Company may at its sole discretion determine that Member requires bulk moving services, and may agree to provide such under General Services or through a third-party mover. Company will provide Member a custom price quote for any such third-party or General Services transport of Service Items.

3.4. DONATE ITSM SERVICE

Company will pick up and deliver Member Service Items to charities within the Company's Service Area. Company will collect and email donation receipts to Member, and maintain copies on file for not less than five (5) years.

3.4.1. **Service Fees.** As set forth in the Guide, Company charges a flat fee per Service Item for pick-up, delivery and donation receipt management for each crate of "like items" (e.g. clothing, books, toys), or for each larger individual Service Item (e.g. chair, bicycle).

3.4.2. **Scheduling Requirement.** If Member only requires Donate It services (i.e., no other Services will be performed during the Service Visit), the visit must be scheduled at least three (3) business days in advance of the desired pick-up and removal date. Company will endeavor to arrive on that date within an agreed-upon two-hour window, but will no liability to Member if it arrival is outside of such time frame.

3.4.3. **Service Item Valuation.** Member must provide a description and Member-Declared Value for each container or individual Service Item to be donated.

3.4.4. **Charity Selection.** Member understands and agrees that Company will use commercially reasonable efforts to satisfy requests to donate Service Items to specific charities within the Company's Service Area, but reserves the right to donate to organizations of Company's choosing.

3.4.5. **Rejected Items.** Not all organizations accept all items.

Company reserves the right to dispose of any Service Items delivered to but not accepted for donation by charitable organizations in any manner deemed appropriate in Company's sole discretion.

3.4.6. **Donation Receipt Management.** Company will collect donation receipt(s) for accepted Member donations, email digital copies to Member, and keep copies on file for not less than one (1) year.

3.4.7. **Legal Requirements.** Member understands and agrees that Company makes no representation as to the value of any donated Service Item, and simply reproduces Member-provided information. Members who do not provide Service Item descriptions and values will receive only such blank receipts as are provided to Company by the organizations accepting Member's donations.

3.5. RECYCLE ITSM SERVICE

Company will remove Member Property from a Service Location for recycling or disposal.

3.5.1. **Service Fees.** As set forth in the Guide, Company will charge Member (i) a Service Visit Fee for each Service Location visited by Company to provide these Services, (ii) a container fee per 50-gallon Company-provided recycling bin of items filled and removed and/or an Item Fee per Service Item that does not fit completely in a Company bin and must be removed individually, and (iii) any applicable Surcharges. Special Service Items require custom price quotes. Company reserves the right to sort similar items (e.g., metal, glass, plastics) into separate bins and charge a separate fee for each such bin removed.

3.5.2. **Third-Party Fees.** Company will charge to Member any third-party fees incurred through Company performance of requested Recycle It Services (e.g., landfill fees for recycling refrigerators, tires, computer monitors). Such fees vary based on facility and item. When Company pays such fees on Member's behalf for Services rendered, the Third-Party Payment Surcharge will apply as set forth in the Guide.

3.5.3. **Scheduling Requirement.** If Member requires only Recycle It Services during a Service Visit, such visit must be scheduled at least three (3) business days in advance of the desired removal date.

3.5.4. **Notification.** Members are instructed to alert the Company Concierge if they believe the volume or composition of their recyclables will require more than one bin for removal.

3.5.5. **Service Restrictions.** Company recycles home goods and other non-hazardous items. Company reserves the right to refuse service for any item, including but not restricted to the **Excluded Items** and any other materials barred from local recycling or landfill disposal in accordance with published ordinances.

3.5.6. **Disposal at Company Discretion.** Company's responsibility to Member does not extend beyond the removal of Service Items from the home. Upon Member approval of a Service Order, Service Items designated for recycling become Company's property and method of disposal is at Company's sole discretion.

3.5.7. **Bulk Removals.** Company does not provide bulk junk removal services except by special agreement following a Service Location inspection to develop a custom price quote. In such cases, Company will charge Member a Service Visit Fee for the site inspection, regardless of whether any other Services are provided during or subsequent to that visit.

3.5.8. **Facilitation of Third-Party Services.** Company may, at

Member's request, arrange for removals by a licensed third-party hauler of bulk junk, Excluded Items, or other Member Property which Company rejects for removal. Company will not have any liability to Member if it is unable to arrange such removal, or for any such services provided by a third party.

3.6. RECEIVE ITSM SERVICE

Company will receive Member shipments at a Company Service Facility, unload and warehouse them, document their condition and other information as specified by Member, and prepare them for storage, delivery, or other Services.

3.6.1. **Service Fees.** Company charges a shipment receiving Service Fee per Service Item as set forth in the Guide. Special Service Items require custom price quotes. Company will charge the Member Payment Method for Receive It Services after performance.

3.6.2. **Scheduling Requirement.** Member will schedule Receive It Services at least forty-eight (48) hours in advance of shipment arrival or incur expedited service Surcharges. Company will have no liability to Member for unscheduled shipments, regardless of whether Company in its sole discretion elects to accept such deliveries. When scheduling, Member must provide shipment information including arrival time, freight carrier, description, dimensions, and weight, and any handling/inspection/processing requirements (General Services fees may apply).

3.6.3. **Follow-on Service Options.** Member must select one of three (3) follow-on Service options per Service Item to be received (Service Fees apply as set forth in the Guide): (i) monthly Store It Service commencing upon shipment receipt, (ii) delivery via the Deliver It Service to a Member-designated Service Location (e.g., business, end-customer, or third-party service provider), or (iii) Member pick-up of the entire shipment from Company's Service Facility within forty-eight (48) hours of receipt.

3.6.4. **Warehousing Time Limits and the Provisory Storage Agreement.** If Member does not select option (i), Store It Services, from the follow-on service options above, all Service Item(s) in the applicable shipment must be removed from Company's Service Facility within forty-eight (48) hours of receipt. Any Service Item not removed within such period will be subject to a Provisory Storage Agreement as long as it remains in Company's Service Facility, or until Member makes other Service arrangements with Company.

3.6.5. **Expedited Service Surcharges.** As set forth in the Guide, Company will add a Surcharge for Next Day, Same Day, or Sunday/Holiday Receive It Services including any unscheduled shipments accepted solely at Company's discretion. Except as set forth in an executed Service Order, Company makes no warranty that Company can receive any shipment/Service Item at any time other than during the Service Hours.

3.6.6. **Shipment Pick-up Requirements.** Member may pick up received Service Items at a Service Facility showroom by appointment. Company makes no warranty that Member can pick up any Service Item at any time other than during the Service Hours.

3.6.7. **Signature of Receipt.** Unless otherwise specified in a Service Order, Company responsibility for completing shipment paperwork on Member's behalf is limited to signing a receipt confirming that the shipment's external packaging showed no obvious damage.

3.6.8. **Optional Item Inspection.** Company will, if requested

by Member, unpack Service Items to perform a visual inspection of their condition. Damage and other potential problems will be communicated to Member no later than the next business day after discovery. Following inspection, Company will repackage Service Item(s) as appropriate in accordance with the follow-on Service option selected by Member. This optional service requires a custom price quotation based on Member's specific requirements.

3.6.9. **Limitation of Liability Related to Receive It.** Company is not liable for damage to/loss of Member's Service Items suffered while in third-party freight or other company control and possession, including during any unloading of items by third-party representatives.

3.7. DELIVER ITSM SERVICE

Company will deliver, unpack, and place Service Items in Service Locations within Company's Service Area.

3.7.1. **Service Fees.** As set forth in the Guide, Company will charge Member: (i) a Service Visit Fee for each Service Location visited by Company to perform these Services, (ii) an Item Fee for each Service Item delivered on Member's behalf, and (iii) any applicable Surcharges. Special Service Items require custom price quotes. Company will charge the Member Payment Method for Deliver It Services after performance.

3.7.2. **Scheduling Requirement.** Member must schedule Services at least forty-eight (48) hours in advance of planned delivery time. Company will endeavor to arrive at the Service Location within an agreed-upon two-hour period, but will have no liability to Member or any end-customer if it fails to do so. Member must provide information including item description, delivery address, recipient name, requested timing, and any special handling requests. Except as documented in an executed Service Order, Company makes no warranty that it can deliver any Service Item at any time other than during Service Hours.

3.7.3. **Rejected Items.** If Member or Member's customer refuses to accept a delivery, Company will return the rejected Service Item to a Service Facility and store it under a Provisory Storage Agreement until Member makes arrangements for its removal.

3.7.4. **Signature of Receipt.** Company responsibility for completing delivery paperwork is limited to obtaining a signature on Company's delivery receipt to indicate that the delivery was accepted.

3.8. WAREHOUSE ITSM

Company will temporarily warehouse property on Member's behalf. Warehousing is not offered as a generally-available service, but is provided by Company to protect Member property that remains in its possession when Member has not contracted for Storage Services under a valid Service Order (see also "Provisory Storage Agreement and Warehousing"). Company will keep Member Property stored in a Service Facility until Member removes it or purchases monthly Storage Services. Warehouse It Service Fees are assessed daily in advance and charged monthly in arrears at the rates set forth in the Guide.

3.9. SURCHARGES

As set forth in the Guide, Company may add certain charges (the "Surcharges") to Service Orders as applicable.

3.9.1. **Expedited Service Surcharges.** Company will charge Member the "Expedited Service Surcharge(s)" if

Company agrees to perform services on a Next Day, Same Day, or Sunday/Holiday basis. The highest applicable Expedited Service Surcharge will be applied.

- 3.9.2. **Mileage Surcharge.** Company will charge Member a fee (the “**Mileage Surcharge**”) for any miles traveled outside the Service Area, as set forth in the Guide. Fee may vary based on the Service Team and/or vehicle used.
- 3.9.3. **Assembly/Disassembly Surcharge.** Company will charge Member a fee (the “**Assembly/Disassembly Surcharge**”) to take apart or put together any Service Item, including also disassembly and reassembly of components of the Service Location (e.g. doors, decorative moldings) that may hinder delivery and placement of Service Item as requested by Member.
- 3.9.4. **Third-Party Payment Surcharge.** If Company uses third-party services on Member’s behalf, Member may choose to pay such third-parties directly or have Company pay third-parties and charge Member’s Authorized Payment Method, for which Company will charge Member a fee (the “**Third-Party Payment Surcharge**”) as set forth in the Guide.
 - 3.9.4.1. **Third-Party Payment Limits.** If an estimated fee from a third-party for services to be provided to Member exceeds five-hundred dollars (\$500.00), Company will not authorize commencement of services unless and until Member has approved such fee or made payment in such amount. Member is responsible for any third-party fees in excess of estimates, and Company will refund Member any overpayment, after deduction of Service Fees.

4. VENDORS AND AGENTS

Company reserves the right to use vendors, third parties, and other Affiliates in performing Services. Member acknowledges the possible use of such parties and has no contractual relationship with them.

5. HEADINGS

Headings will have no meaning with regard to interpreting or enforcing the legal terms and conditions of this Agreement.

6. CHARGEBACKS AND REVERSALS

Company handles chargebacks and reversals as possible cases of fraudulent use and/or theft of Services. If Company has provided Services and verified that Member received those Services and then reversed credit card charges, stopped payment on a check, or otherwise refused or interrupted payment, Company actions may include contacting local authorities and/or reporting incidents to the Internet Crimes Bureau if Services were ordered online. Member understands that, if making a claim that an online transaction was not placed by Member or was fraudulent in some other way, all associated online activity and IP address information have been captured and will be submitted to proper authorities for use in civil and/or criminal legal proceedings if there is evidence of fraud or theft. Company vigorously pursues all such cases.

7. WAIVER

Except as specifically provided in this Agreement, Member waives any claims for damage to or loss of any Member Property, Service Item or other article against Company and its Affiliates. Member expressly releases and holds Company harmless from any and all costs of processing or defending any claim arising from this Agreement.

8. ENTIRE AGREEMENT

Member acknowledges that there are no representations, warranties, or agreements between the Parties which are not fully set forth here, in the

Guide, and in Service Orders, and that no representative of Company or its Affiliates is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. This Agreement may only be amended or modified by a signed writing or electronic communication from the party sought to be bound by such modification.

This Agreement and each related Service Order will be governed, interpreted, and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law policies or the conflicts of law policies of any other jurisdiction that would apply the laws of any jurisdiction other than the Commonwealth of Virginia. Member agrees that any court action pertaining to this Agreement will be conducted solely in Commonwealth of Virginia courts. Each party shall bear its own costs in connection with any court or other action under this Agreement.