

DELIVERBEES COLLEGE
TERMS AND CONDITIONS
Updated 2/28/24

Deliverbees, LLC (hereinafter referred to as "We", "Us" and "Our") provides its services to you (hereinafter referred to as "Customer" or "You") through Our website located at www.deliverbeescollege.com (the "Site") and through Our technology platforms and related services (the "Service" or "Services"), subject to the terms included in these terms and conditions (the "Terms"). The following Terms, together with any documents they expressly incorporate by reference, govern your access to and use of the Services, including any content, functionality, and Services on or through the Site, whether as a guest or a registered user. You grant permission to Us as the agent to sign for, accept, and transport U.S. mail and all other privately delivered packages on your behalf, and We are willing to do so, subject to the Terms set forth herein.

PLEASE READ THE BELOW TERMS CAREFULLY BEFORE REGISTERING FOR OR PURCHASING OUR SERVICES. BY USING THE SITE OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS. YOU SHOULD PRINT A COPY OF THESE TERMS FOR YOUR RECORDS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT REGISTER WITH THIS SITE OR PURCHASE OUR SERVICES.

Please note that We reserve the right to amend any portion of these Terms from time to time in our sole discretion. Your continued use of the Site and Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on You.

1. SERVICE DESCRIPTIONS

Summer Storage: The Services consist of the delivery of empty boxes and packing supplies to Customer's dwelling or campus, and the pickup, shipping, storage, and delivery of the Customer's possessions for a specified period of time. We use various third-party subcontractors selected by Us, such as moving companies, delivery companies, college students, and storage facilities. We do not have liability for the acts or omissions of these third parties. We do not at any time take physical possession of your personal items.

Ship & Store: The Services consist of accepting, storing and possibly consolidation and delivery of the Customer's possessions for a specified period of time. Customers have the option for delivery or pick up of their possessions. The Service provided by Us is designed to provide college students at select colleges and universities with personalized package acceptance and labeling, and depending on the plan selected, either warehouse, hold, or store and deliver, dorm room items for the named student between the dates of June 25th, 2024 and the August 2024 move in date. Packages will be accepted during regular hours of operation at Our offsite warehouse and will be available to pick up or have delivered near campus depending on the option selected by You at time of plan selection and payment in full. These hours could change weekly based on driver availability, warehouse hours, number of packages received, etc., and may vary by day and week. We reserve the right to change delivery windows on an as-needed basis. Except as set forth in the shipment terms, the Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We make no

warranty that (i) the Service will meet Your requirements, or (ii) the service will be uninterrupted, timely, secure, or error-free.

2. REGISTRATION INFORMATION

In order to purchase Our Services, You must first register on Our Site and pay the required deposit or fee. Our summer storage requires a Fifty Dollar (\$50) deposit while full payment is required at registration for Services. This allows Us to get Your information into Our system so that We can more easily process your orders. Registration and the requisite deposit or full payment are required prior to reserving a spot for Service.

Upon registration for Our Services, a small amount of personally identifying information is necessary. Required registration information includes your name, address, phone number, email address, and other personally identifiable information including your university. By registering with the Site, You are agreeing to the collection and use of Your information in accordance with our privacy policy, found on the Site at <https://deliverbeescollege.com/privacy-policy>.

We are not responsible for any errors in the information that You submit to Us in registering or placing your orders, including without limitation any additional fees or mis deliveries that may result from your errors.

3. PRICING AND DEPOSITS

Pricing for all Services shall be in accordance with the pricing schedule contained on the Site for each available Service.

Summer Storage Pricing: Pricing is based on a four-month summer storage calendar for the months of May through August. We charge the Customer for the entire summer season, being (four months), and prorations are not offered. Payment is due once the invoice is sent and is due for the entire storage period, with payment in full being required prior to scheduling an August delivery date. Prices are subject to change without notice. The Customer agrees to pay the total cost of the Services provided by Us based on the number and type of items tendered to Us at the time of pickup, the exact Services to be provided, and the prices contained on Our Site. The price for your Service is based on the date and time You place your order on the Site and is the applicable price for your order. Prices are subject to change without notice. No price adjustments will be offered for future discounts or sales. Checks or cash are not accepted. The Customer acknowledges that they remain indebted to Us for any balance owed on their account as a result of invalid credit card information, Our inability to receive credit card authorizations, or for any other reason, which prevents Us from being paid for the services and any additional fees. We reserve the right to hold the Customer's possessions until payment has been received in full. The Customer acknowledges that their failure to pay their account in full prior to the delivery date could result in a change in the delivery date and the assessment of additional fees or even collections or legal action on overdue accounts.

Summer Storage Deposit: The Customer agrees to pay a Fifty Dollar (\$50) deposit by credit card to reserve space for Our Services. This charge covers one packing kit consisting of Five (5) boxes (24" x 18" x 18" large boxes), 1 roll of packing tape, and box labels. Additional kits are available for purchase at Thirty-Five Dollar (\$35) each. We will offer on campus pick up dates for packing kits closer to move out date. Also included is pickup and delivery (to the same campus) on selected days. Delivery to an alternate location

(other than the campus where the items were picked up) may incur additional charges. Deposits are refundable only if the written request for a refund takes place prior to April 1st, 2024. The deposit will also be refunded in full in the event that We are unable to perform the Services for the Customer for any reason other than the Customer's willful acts to void the contract. After April 1st, 2024, the deposit amount will be non-refundable and will be applied to the final invoice.

Summer Storage Additional Fees: The Customer further agrees to pay any applicable fees as specified in this Section. We will charge and You agree to pay any of the fees that apply to You. The purpose of the additional fees is to compensate Us for expenses it incurs beyond those associated with the provision of Services according to standard procedures.

Additional Fees may be charged for the following, as explained in this Agreement: Rescheduling fee: Fifty Dollar (\$50) if You reschedule your pick up or delivery within Seventy Two (72) hours pick of what You originally scheduled (You will need to reschedule from available time slots), Rescheduling after failed pick up or delivery attempt: Fifty Dollar (\$50) (You will need to reschedule from available time slots), surcharge for boxes or items over Sixty Five (65) pounds Thirty Dollar (\$30) per box, distance delivery fee for pick up or delivery beyond Five (5) miles from campus will incur a Ten Dollar (\$10) per mile distance pick up/delivery fee for a maximum distance of Ten (10) miles from campus, Discard item fee Thirty Dollar (\$30) per item You would like for Us to discard, shipping cost - if student does not return to school in the fall and boxes need to be shipped instead of local delivery, there will be a handling fee of Thirty Dollar (\$30) per item in addition to UPS shipping and packing costs (if not in a box). Other fees not listed may apply for oversized items, delays caused by Customer, etc. We do not move or store items weighing 100 lbs. or more.

Ship & Store Pricing: The Customer agrees to pay in full Our charges upon signing up for the Service based on the plan the Customer selects. Our fees are refundable through June 1st, 2024, with a written request. These fees will also be refunded in full in the event that We are unable to perform the Services for the Customer for any reason other than the Customer's willful acts to void the contract. The price for your Service is based on the date and time You place your order on Our Site and is the applicable price for your order. No price adjustments will be offered for future discounts or sales. Prices are subject to change without notice. Checks or cash are not accepted. The Customer acknowledges that they remain indebted to Us for any balance owed on their account as a result of invalid credit card information, Our inability to receive credit card authorizations, or for any other reason, which prevents Us from being paid for the Services and any additional fees. We reserve the right to hold the Customer's possessions until payment has been received in full. The Customer acknowledges that their failure to pay their account in full prior to the delivery date could result in a change in the delivery date and the assessment of additional fees or even collections or legal action on overdue accounts.

Ship & Store Additional Fees: The Customer further agrees to pay any applicable fees as specified in this Section. We will charge and you agree to pay any of the fees that apply to You. The purpose of the additional fees is to compensate Us for expenses We incur beyond those associated with the provision of Services according to standard procedures.

Additional Fees may be charged for the following, as explained in this Agreement: Item Overage Fee: for any item received over the standard number of deliveries allowed, priced at Five Dollar (\$5) per item for warehouse hold plans and Ten Dollar (\$10) per item for Store and Delivery Plans. Consolidation Bag Overage Fee: for additional bags needed for a consolidation plan, each addition bag will be billed at Seven

Dollars and Fifty Cents (\$7.50) per bag. Rescheduling fee: Fifty Dollar (\$50) if You reschedule your pick up or delivery within Seventy Two (72) hours pick of what You originally scheduled (You will need to reschedule from available time slots), rescheduling after failed pick up or delivery attempt: Fifty Dollar (\$50) (You will need to reschedule from available time slots), surcharge for boxes or items over Sixty Five (65) pounds Thirty Dollar (\$30) per box (no items 100 lbs. or more will be accepted for storage), distance delivery fee for pick up or delivery beyond Five (5) miles from campus will incur a Ten Dollar (\$10) per mile distance pick up/delivery fee for a maximum distance of Ten (10) miles from campus, discard item fee Thirty (\$30) per item You would like for us to discard, Shipping cost - if student does not return to school in the fall and boxes need to be shipped instead of local delivery, there will be a handling fee of Thirty Dollar (\$30) per item in addition to UPS shipping and packing costs (if not in a box). Packages received after our package acceptance date of August 5, 2024 will incur an additional Thirty Dollar (\$30) fee. Other fees not listed may apply for oversized items, delays caused by Customer, etc.

4. SUMMER STORAGE SERVICES

A. Summer Storage Material Delivery Once the Customer has signed up and paid the deposit through the Site, his or her material delivery day can be scheduled once dates are announced. The Customer should be present during scheduled delivery dates and times to receive the delivery or meet someone from Our team to pick up their materials. A representative for Us may contact the Customer via phone, email, or text prior to delivery to establish a more specific delivery time slot. If We establishes a more specific delivery time slot, the Customer should be present during that time slot to receive materials. Should the Customer wish to not be present during the material delivery and opt out of receiving the packing materials, they must communicate this via email at least Forty-Eight (48) hours prior to delivery to team@thedeliverbees.com. Should the Customer elect to not be present during delivery, they may send a representative if notified in writing at least Forty-Eight (48) hours prior to supply delivery. If another delivery date is requested and approved by Us, there will be a Fifteen Dollar (\$15) material delivery fee. The Customer recognizes that We will not be held liable for damage or theft to their materials. Our representative delivering the materials will indicate the amount of materials given on your service plan when You signed up. Our material kit consists of Five (5) boxes, 1 roll of tape and labels. One kit is included with each sign up. Each additional kit requested will cost Thirty-Five Dollar (\$35.00). Customer may also use their own packing materials if they prefer.

B. Scheduled Pickups and Deliveries. The Customer shall present pre-packed goods to Us at the time of pick-up. Failure to be present at scheduled pick-up time may result in Rescheduling or a cancellation fee of up to Fifty Dollar (\$50). Should the Customer leave their boxes unattended for pickup, the Customer recognizes that We will not be held liable for damage or theft to their belongings. For pickups and deliveries, We utilize third-party services as independent contractors and vendors, such as moving companies and college students. We do not have liability for any acts or omissions of third parties. Our representative will supervise the pickup and deliveries made by the third-party subcontractors. You are required to be present at the specified pick-up and delivery location during the scheduled time and date. If You will not be present at pick-up or delivery, the alternate contact must be present. If for some reason You are unable to be present during your scheduled delivery time, You must designate someone to allow us access to your room and sign for You. The alternate contact must be present throughout the entire pick up or delivery process. This would require a signed waiver ahead of time and we will check the ID of the designated person to ensure the person matches the written waiver. If We arrive and no one is there to meet Our representative, You will need to contact us to reschedule pick up or delivery and a Fifty Dollar (\$50) rescheduling fee will be billed to You. All fees and other terms from this agreement will still apply.

C. Access to Residence Halls. We follow and adhere to all terms and conditions of university housing policies as made known to Us. We require You to accompany Our representatives at all times while in the residence halls. If for any reason access to residence halls is limited by university policy, it is your responsibility to arrange a pickup and delivery location that We can accommodate. This may require You to bring your belongings outside to Our representative or retrieve them from outside the building.

D. Storage. Your Items will be stored at a third-party climate-controlled storage facility selected at Our sole discretion. A "climate-controlled facility" does not mean the facility is air-conditioned. A "climate-controlled storage facility" is a storage facility with ventilation that maintains a reasonable temperature for storage.

E. Abandonment. Without limiting Our right to conclude for other reasons that the Customer will not be returning to school, the Customer agrees that their failure to be present on the scheduled delivery day and their failure to communicate with Us concerning an alternate delivery arrangement constitutes abandonment of their stored possessions. Under abandonment of their possessions, the Customer agrees to pay Us for all charges and fees relating to the failed delivery. We have the right to assume ownership of the abandoned property Thirty (30) days after the last date of delivery for your standard delivery period, and storage fees for the Thirty (30) days will apply. Abandoned items may be auctioned or otherwise sold. Items will be safely stored during the Thirty (30) day period of abandonment.

5. SHIP & STORE SERVICES

A. Storage. Your Items will be stored at one of Our climate-controlled warehouses located in or around Greenville, South Carolina. A "climate-controlled facility" does not mean the facility is air-conditioned. A "climate-controlled storage facility" is a storage facility with ventilation that maintains a reasonable temperature for storage.

B. Consolidation. If Customer signs up for an optional consolidation plan upgrade, We will open all standard boxes (with the exception of oversized or fragile items), update your inventory list, and consolidate them into blue Ikea style bags Five (5) blue zipper bag measuring 28 $\frac{3}{4}$ x 13 $\frac{3}{4}$ x 11 $\frac{3}{4}$ " Twenty (20) gallon bags included). Additional blue zipper bags needed will be billed at Seven Dollars and Fifty Cents (\$7.50) each. Signing up for this option automatically grants us consent to open all packages to inventory and consolidate them.

C. Scheduled Pickups and Deliveries. Depending on the option selected by You at time of plan selection and payment in full, your items will be available to pick up at our Greenville, SC area warehouse, or will be delivered near campus within Three (3) miles. Items will not be delivered or placed inside dorm rooms, (We do not directly deliver to the colleges and universities). Failure to be present at scheduled pick-up or delivery time may result in Rescheduling or a cancellation fee of up to Fifty Dollar (\$50). Should the Customer leave their boxes unattended after delivery, the Customer recognizes that We will not be held liable for damage or theft to their belongings. For pickups and deliveries, We utilize third-party services as independent contractors and vendors, such as moving help. We do not have liability for any acts or omissions of third parties. Our representative will supervise the pickup and deliveries made by the third-party subcontractors. You are required to be present at the specified pick-up and delivery location during the scheduled time and date. If You will not be present at pick-up or delivery, the alternate contact must be present. If for some reason You are unable to be present during your scheduled delivery time, You must

designate someone to sign for You. The alternate contact must be present throughout the entire pick up or delivery process. This would require a signed waiver ahead of time and We will check the ID of the designated person to ensure the person matches the written waiver. If We arrive and no one is there to meet Our representative, You will need to contact Us to reschedule delivery and a Fifty Dollar (\$50) rescheduling fee will be billed to You. All fees and other terms from this Agreement will still apply.

D. Abandonment. Without limiting Our right to conclude for other reasons that the Customer will not be attending school as planned, the Customer agrees that their failure to be present on the scheduled delivery day and their failure to communicate with Us concerning an alternate delivery arrangement constitutes abandonment of their stored possessions. Under abandonment of their possessions, the Customer agrees to pay Us for all charges and fees relating to the failed delivery or pick up. We have the right to assume ownership of the abandoned property Thirty (30) days after the last date of delivery or pick up for your standard delivery period, and storage fees for the Thirty (30) days will apply. Abandoned items may be auctioned or otherwise sold. Items will be properly stored during the Thirty (30) day period of abandonment.

6. LOST OR DAMAGED ITEMS

Our liability to You for any boxed Item is up to the amount of One Hundred (\$100) or for unboxed Items, up to Sixty Cents (\$0.60) per pound with a maximum of One Hundred Dollars (\$100). You agree that the released value of each Item is no greater than One Hundred Dollars (\$100) and that Our liability on any Item is restricted to One Hundred Dollars (\$100).

We will have no liability to you for any Items that do not have clear indications of physical damage to the exterior. We will not be liable for internal damage that is concealed within its outer packaging.

Any lost or damaged Items must be reported to Us within Twenty-Four (24) hours of delivery. After reporting, you must file a full claim with Us within Ten (10) days after delivery. Claims not filed within Ten (10) days post the scheduled delivery and/or pick up date will be considered waived. All completed claims will be processed by Us and a response issued within Thirty (30) days from their receipt. Upon approval of the claim, We will disburse the lesser of the following amounts:

1. The cost of reasonably restoring the Item to its original condition, up to One Hundred Dollars (\$100).
2. The actual replacement value of the Item, up to One Hundred Dollars (\$100).
3. For unboxed items: Sixty Cents (\$0.60) per pound moved and stored up to One Hundred Dollars (\$100) each Item

All damaged Items must be inspected by Our representative upon delivery in order to properly inspect and assess the damage. In the case of loss of your Item, You agree to notify Our representative upon delivery of the other Items. The missing Items must be noted on the delivery receipt and signed by Our representative.

In the case that You are not present during the delivery, the condition as noted on the delivery confirmation as signed by you, your alternate contact or the Our representative will define the existence and extent of the loss or damage.

We will have no liability for any damage or loss to the following Items:

1. Cash,
2. Coins, jewelry, and collectables,
3. Items of intangible or indefinable value,

4. Extremely fragile items (e.g., Glass, mirrors, unboxed televisions, or electronics, etc.),
5. Damage to electronic equipment if not packed in its original manufacturer supplied packaging container and there is no evidence of physical damage or breakage to its packaging container,
6. Inadequately packed items,
7. Concealed and/or internal damage,
8. Unpackaged items, including furniture that is not wrapped and protected,
9. Minor damage caused by normal handling (including, but not limited to scratches, nicks, & cuts),
10. Damage to outer storage containers (e.g., plastic totes, suitcases, trunks, etc.),
11. Damage due to natural disasters, acts of terror, acts of warfare, pandemic, or acts of God,
12. Damage caused to assembled furniture and particleboard,
13. Any box where liquids or food items are stored, and
14. Loss or damages occurring while the items are not in Our possession.

Our maximum liability for loss, damage, expense or cost incurred are expressly limited by the Terms listed herein and are limited only to the limited storage period during which items are in Our custody.

For shipped items, carrier's damage policy will apply to any damaged Items. Reference carrier's website for their policy. Shipping damages or lost items should be reported directly to the shipping carrier. We shall have no liability if any claim is denied or only partially paid by the shipping carrier.

7. PACKING

You are solely responsible for packing any boxes. Parcels must be packed securely and designed to prevent breakage of content. We will not be liable for loss or damage caused by improper packaging. We reserve the right to reject any item submitted for storage in the event that packages are considered unacceptable as to the manner in which it has been packed or for any other reason. Each box and each item that does not fit in a box is a separate "Item" for the purposes of pricing Our Services as that term is used above. Customers must ensure that Our packing label, provided to the Customer upon material delivery, is clearly visible on and securely attached to each good stored with Us.

8. RESTRICTED ITEMS

You agree that your Items do not and may not consist of any firearms, hazardous, or illegal materials as defined by any federal, state, provincial, or local government. In the United States liquid items, food or other Items that may impose a risk to your or others' belongings may not be stored or shipped. In addition, cash, jewelry, and collectables may not be stored or shipped. We reserve the right to refuse storage or shipment of any Item that We deem illegal, hazardous, and/or that may otherwise damage equipment or other items. We reserve the right to open and inspect any package remitted to it for storage or shipping as We or any of Our agents or representatives deem necessary. In the case your Items consist of any of the above prohibited items, You assume all responsibility and liability for such Items and any damages or losses that result from your failure to adhere to these service restrictions. You shall indemnify and hold harmless Us for any damages or liability related to any of your Items.

9. PACKAGE ACCEPTANCE

You as a Customer hereby authorize Us as agent to accept, on your behalf, any package delivered to Our on-site management office during normal business hours, including but not limited to any package delivered by the United States Postal Service or by any private courier service or individual. You also specifically

authorize Us to sign on your behalf if the person or entity delivering said package requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail.

Limitations. You understand and agree that We may refuse to accept any package that, at Our sole discretion:

- (i) poses a danger to any person or property; or
 - (ii) is a size and/or weight that we are either unable or unwilling to store or maintain for any period of time.
- You agree that You are solely responsible for your interactions with couriers (i.e., UPS, USPS, FedEx) and We will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between You and any courier, or You and any company You have purchased from.

10. FEES & PAYMENTS

Fees. The fees for Our Services are set forth on the Site for the Service plan selected. Except as otherwise specified herein:

- (i) Service fees are based on the plan purchased and not actual usage,
- (ii) You may upgrade or downgrade your Service plan by notifying Us in writing Fifteen (15) days prior to the move in date and paying the difference in plan price if necessary.
- (iii) Once an order is placed, payment obligations are non-cancelable, and fees paid are non-refundable unless otherwise noted. If Customer exceeds the quantity of Services ordered, then Customer must promptly pay fees for the excess quantity, as notified by Us. Customer agrees that the ordering of Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features; however, the preceding does not relieve Us from fulfilling its obligation to deliver Services the Customer ordered under this agreement.
- (iv) We have the right to invoice for additional fees if excessive use or abuse of the policies occurs. Both summer storage and ship & store plans are for One (1) student and covers the items for One (1) student. If it is discovered an account is being used by more than One (1) student, an additional fee will be invoiced, and payment is due immediately at time of notification. Failure to abide by the One (1) student use policy may result in termination of your agreement with Us and void any obligation of service completion and use of any future Services.

Payments. All charges are payable in US Dollars. Payment is due from Customer at the time the order is placed or invoiced, and payment must be made by Customer using a credit, debit, or other payment card accepted by www.deliverbeescollege.com before an order is processed. Customer agrees that Customer is responsible for all charges payable, including any adjustments as provided herein, on the Site, and/or in the purchase agreement presented with order approval, on account of such Customer's order, and Customer authorizes Us to debit all such charges to the payment card account provided by Customer. If the actual characteristics of the shipment ordered are different than that provided by Customer when the order was placed and/or results in additional charges or adjustments, including those charges set forth on the Site, an email will be sent to the Customer notifying Customer of such charges and adjustments, and such charges and adjustments, if any, will be debited/charged to the payment card account provided by Customer within Twenty-Four (24) hours after the email notification is sent. Customer is permitted Ten (10) days from the date of the charge to dispute any charges by sending a written dispute notice to Us at the mailing address shown on the "contact us" section of the Site. If Customer does not provide such written dispute notice within this period, such charges are deemed valid, and Customer agrees that Customer is forever barred

from bringing a claim regarding such charge(s). A timely written dispute notice is a condition precedent to Customer's assertion of a claim against Us. We may suspend or terminate access to and use of the Services by You, agents and end-users for non-payment or returned payments.

Payment Agent. If You pay by credit card or certain other payment instruments, the Services provide an interface for the account owner to change credit card information (e.g., upon card renewal). Payments made by credit card, debit card or certain other payment instruments for Us are billed and processed by Our payment agent. The payment agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain, or use your billing information except to process your credit card information for the payment agent.

Late Payment; Suspension of Services; Lien and Storage Charges. If the Customer's payment card is declined for any charges for the order, including additional charges or adjustments, your order is put on hold until a successful authorization is obtained, or payment is otherwise made. We shall have a lien on the shipment for all sums due it relating to the order or any other amounts owed by Customer and may withhold delivery of the shipment until all such sums are paid. In the event that delivery of the shipment is withheld due to nonpayment of charges, storage charges may be assessed on a per/day basis. If nonpayment of charges is not resolved within Twenty (20) days after the payment card is declined, additional storage and transportation charges above those already assessed may apply, and in the event the nonpayment of charges is not resolved within Sixty (60) days, the shipment may be sold for the amount of the accumulated charges or returned to the sender through the original carrier and future deliveries will be rejected until payment is reinstated. In the event We deem it necessary to retain an attorney or collection agency to collect unpaid charges or for the enforcement of these Terms, all unpaid charges, including any assessed storage charges, will be subject to a late payment penalty of Fifteen Percent (15%) of the unpaid charges, and Customer shall be liable for payment of all reasonable costs incurred by Us in attempting to collect such unpaid charges. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest, and court costs.

11. DUTY OF CARE, INDEMNIFICATION, AND WAIVER

You agree to release, indemnify and hold Us and Our affiliates and Our officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service (except as expressly set forth in the Terms), any user content, your violation of these Terms or your violation of any rights of another.

Legal Claims: We are not liable for any loss, damage, mis-delivery or non-delivery caused by the act, default, or omission of the carrier, of the Customer, or any other party who claims interest in the shipment or caused by the nature of the shipment or any defect thereof. We are not liable for any loss, damage, mis-delivery, or non-delivery caused by violation(s) by the Customer of any of the Terms, including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. We are not liable for any loss, damage, mis-delivery, or non-delivery caused by acts of God, perils of the air, pandemic, public enemies, public authorities, war, riots, strikes, labor disputes, weather conditions, or mechanical delay or failure of equipment. In the event that We are determined to be liable to Customer or to any other person or entity in connection with any order, shipment, or otherwise,

Our entire liability, if any, shall be limited to the fees paid by Customer to Us with respect to the subject order.

Dispute Resolution: Any controversies or disputes arising out of or relating to this agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this agreement. The arbitrator(s) shall not have the authority to modify any provisions of this agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this agreement. If You are dissatisfied with any portion of the service or with these Terms or the Service, your sole and exclusive remedy is to discontinue use of the Service.

12. USER CONDUCT AND TERMINATION

You agree to not use the Service to:

- a. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- b. Violate any applicable local, state, national or international law, or any regulations having the force of law;
- c. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. Further or promote any criminal activity or enterprise; or
- e. Harass or intimidate any delivery driver or employee of Ours, understanding doing so may cause Us to stop Services at your home.

You agree that We, in Our sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service, for any reason, including, without limitation, for nonpayment or returned payment, for lack of use or if We believe that You have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. We may also in Our sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms may be effectuated without prior notice and acknowledge and agree that We may immediately deactivate or delete your account and/or bar any further access to the Service. Further, You agree that We will not be liable to You or any third party for any termination of your access to the Service.

13. FAIR USE POLICY

In order to avoid disruption in Our Services and to protect the quality of Services offered to the company's customers, a fair usage policy shall be applicable to its members. We reserve the right, at Our sole

discretion, to determine which subscribers are in violation of Our fair use policy. We reserve the right to monitor packages and impose reasonable package limits in regard to its fair use policy. Subscribers found to be in violation of Our fair use policy will no longer be eligible for unlimited delivery subscriptions, and may be offered an alternative delivery plan option such as warehouse pickup or additional fees for delivery.

14. SERVICE CONTENT AND SOFTWARE

You acknowledge and agree that the Service may contain content or features that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Us, You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the software or content features. Any rights not expressly granted herein are reserved by Us.

15. INDEMNITY AND RELEASE

You agree to release, indemnify and hold Us and Our affiliates and Our officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service (except as expressly set forth in the Terms), any user content, your violation of these Terms or your violation of any rights of another.

16. CONFIDENTIALITY

We and You and Our employees, agents, or representatives shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of either party, or divulge, disclose, or communicate in any manner, any information that is proprietary to either party. We and You and Our employees, agents, and representatives shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this agreement.

17. SEVERABILITY

Should any court of law consider any provision of these Terms and our agreement to be unenforceable, then that provision shall be considered severed from these Terms and the remainder of the Terms and our agreement shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Terms and agreement as a whole.

Questions, Complaints & Suggestions: Please direct all questions, inquiries, suggestions and/or complaints about the Service directly to team@thedeliverbees.com.