

DELIVERBEES HOME TERMS AND CONDITIONS

Updated 3/31/22

1. PURPOSE OF ADDENDUM AND ACCEPTANCE OF TERMS

Deliverbees, LLC ("deliverbees", "deliverbees home", "Agent", "Provider", "we", "us" and/or "our") provides its services to You ("Customer" or "you") through its websites located at www.deliverbees.com, www.deliverbeeshome.com (the "Site") and through our technology platforms and related services ("Service(s)"), subject to the Terms included in this addendum. By signing this Addendum, You as resident grant permission for deliverbees, LLC as the Agent to sign for, accept, and transport U.S. mail and all other privately delivered packages on Your behalf, and Agent is willing to do so, subject to the terms and conditions set forth herein. Deliverbees reserves the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Notification necessity of any amendments will be the sole discretion of deliverbees. All such terms are hereby incorporated by reference into these Terms of Service.

2. DESCRIPTION OF SERVICES

The Service provided by deliverbees, LLC is designed to provide residents with personalized package delivery service during regular hours of operation. Packages will be accepted at our offsite warehouse, scanned and logged into our system, then you will be notified of package receipt and of hours available for package delivery. These hours could change weekly based on driver availability, warehouse hours, number of packages received, etc., and may vary by day and week. Deliverbees reserves 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. Deliverbees expressly disclaims 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. Deliverbees makes no warranty that (i) the service will meet your requirements, or (ii) the service will be uninterrupted, timely, secure, or error-free.

3. PACKAGE ACCEPTANCE

a. You as resident hereby authorize deliverbees, LLC 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 U.S. 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.

b. Limitations. You understand and agree that deliverbees, LLC may refuse to accept any package that, at their 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 deliverbees will have no liability or responsibility with respect thereto. Deliverbees reserves the right, but has no obligation, to become involved in any way with disputes between you and any courier.

4. REGISTRATION OBLIGATION

You will be required to register with deliverbees in order to access and use the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy, which is available on our website. In order to use the Service, you must register at <https://www.deliverbees.com/signup/step-1> after signing up for a deliverbees subscription and confirming payment has processed. You must follow all registration steps and begin sending your packages using the address and unique identification code provided to you at registration. The Service includes certain features that are available via a mobile device, including

(i) the ability to upload content to the Service via a mobile device,

(ii) the ability to browse the Service and the Site from a mobile device and

(iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services").

To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding deliverbees and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your deliverbees account information to ensure that you receive your messages.

5. FEES, PAYMENT, TAXES.

Fees. The fees for the Subscription Services are set forth on the website for the Subscription Service Plan selected. Except as otherwise specified herein:

- (i) Subscription Service fees are based on Usage Metrics listed in the Subscription Plan purchased and not actual usage,
- (ii) You may downgrade Your Service Plan or reduce the number of deliveries during any Subscription Term by notifying deliverbees in writing 30 days prior to the change. If You desire to downgrade Your Service Plan or reduce the number of

deliveries under any Service Plan for a subsequent Subscription Term, You must provide deliverbees with thirty (30) days written notice prior to the end of Your then current Subscription Term.

- (iii) Once a Subscription Order is placed, payment obligations are non-cancelable and fees paid are non-refundable. If Customer exceeds the quantity of Services ordered, then Customer must promptly pay fees for the excess quantity, as notified by deliverbees. Customer agrees that the ordering of Subscription Services are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by deliverbees regarding future functionality or features; however, the preceding does not relieve deliverbees from fulfilling its obligation to deliver Services the Customer ordered under this Agreement.

Payments. You are responsible for providing valid and current payment information and You agree to promptly update your Account information, including payment information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Fees or any other charges indicated on any Order Form or Statement of Work, or in any Supplemental Terms, within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Services by You, Agents and End-Users.

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 deliverbees are billed and processed by deliverbees' Payment Agent. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services, and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize deliverbees and the Payment Agent to charge Your credit card or other payment instrument to establish prepaid credit. The Account owner will receive a receipt upon each acceptance of payment by the Payment Agent, or they may obtain a receipt from within the Services to track subscription status. To the extent the Payment Agent is not deliverbees, the Payment Agent is acting solely as a billing and processing agent for and on behalf of deliverbees and shall not be construed to be providing the applicable Service. 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. Any declined payments that result in a late payment will accrue interest charges at the rate of 5% of the outstanding balance per month, or the amount prescribed by law, whichever is lower. If Customer fails to make full payment of the fees set forth in the Subscription Services by more than five (5) days after the due date, upon written notice by deliverbees, deliverbees may, if such fees remain unpaid subsequent to such written notice, suspend the Customer's right to use the relevant Services. In the event of

Subscription Service Suspension due to non-payment, packages will be returned to the sender through the original carrier and future deliveries will be rejected until payment is reinstated.

Taxes. Customer shall pay any taxes, duties, or charges (including any sales, withholding or value added taxes) imposed by any federal, state or local governmental entity for Products or Services provided under this Agreement, except for taxes based solely on deliverbees net income, property and employees.

6. CONTRACT

Unless otherwise specified, the term of this Agreement shall be month to month commencing on the Effective Date (the "Initial Term") on which the Subscription Service was initially purchased. Thereafter, the Term shall be auto-renewed monthly (each successive renewal term, a "Renewal Term" and collectively, the "Term"). Monthly rate is subject to change with prior written (email) notification. If Customer has not been notified by deliverbees that the monthly rate has increased, the Term shall be automatically extended on a Month-to-Month basis at the previous month's rate. Term will automatically renew unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration. If written notice is given less than thirty (30) days before auto-renewal, the billing will continue through the following month and service will continue until the end of the following month. *To cancel your Subscription Service, email cancellation request with your full name, complete address, unique user code, and cancellation reason to team@thedeliverbees.com or team@deliverbeeshome.com at least thirty (30) days prior to cancellation effective date.*

7. DUTY OF CARE, INDEMNIFICATION, AND WAIVER

You agree to release, indemnify and hold deliverbees and its affiliates and their 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 Shipment Terms), any User Content, your violation of these Terms of Service or your violation of any rights of another.

a. As to any package for which our agent signs and/or receives on Your behalf, You understand and agree that Agent will notify You of receipt of such package at the phone number and/or email address You register with Agent, or through the deliverbees app or website. It is Your responsibility to notify Agent by updating through the deliverbees app or website when this information changes.

b. Legal Claims: You hereby waive any right to make any legal claims against Us or Our Agent for the damage or destruction of any such package, except in the event of Our or Our Agent's gross negligence. You also agree to indemnify Us and Our Agent and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained from the package or the contents of same. Agent is not responsible for any packages damaged or stolen from outside Your door if you elect for door drop of package. You expressly understand and agree that deliverbees will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if

deliverbees has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from your use of the service including but not limited to :

(i) the use or the inability to use the service;

(ii) the cost of procurement of substitute goods or services;

(iii) unauthorized access to or alteration of your transmissions or data; or

(iv) any other matter relating to the service, except as expressly set forth in the shipment terms, in no event will deliverbees' total liability to you for any and all damages, losses or causes of action exceed the amount you have paid deliverbees in the last three (3) months for your service only (i.e. if you pay deliverbees \$25 per month for your service, deliverbees' liability to you is limited to \$75).

c. Dispute Resolution: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance under 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 of service, your sole and exclusive remedy is to discontinue use of the service.

8. 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; or

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. or further or promote any criminal activity or enterprise.

e. harass or intimidate any delivery driver or employee of deliverbees, understanding doing so may cause deliverbees to stop Services at your home.

You agree that deliverbees, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service, for any reason, including, without limitation, for non-payment or returned payment, for lack of use or if deliverbees believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. 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. Deliverbees may also in its 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 of Service may be effectuated without prior notice, and acknowledge and agree that deliverbees may immediately deactivate or delete your account and/or bar any further access to the Service. Further, you agree that deliverbees will not be liable to you or any third party for any termination of your access to the Service.

9. LIMITATION

Unless otherwise specified, 14 days ("Time Limit") after our receipt of any package, You agree that deliverbees shall have no further duty to hold any such package. As such, immediately after the expiration of the Time Limit, You authorize deliverbees to return the package to its original sender. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, pandemic, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The Provider shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the Provider if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. FAIR USE POLICY

In order to avoid disruption in deliverbees 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 its fair use policy. Deliverbees reserves the right to monitor packages and impose reasonable package limits in regard to its Fair Use Policy. Subscribers found to be in violation of deliverbees' 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 door delivery.

a) The daily package delivery limit per home is 10 total packages. If more than 10 packages are received per home per day, the customer may be charged a surcharge for door delivery or offered the option of picking their packages up at the warehouse.

b) Oversized packages (over 50 pounds or over 60 inches) received at the warehouse may require separate delivery scheduling options, a surcharge for door delivery, or the option of picking the package up at the warehouse.

c) Perishable packages will only be held for a maximum of 72 hours unless the account is placed on vacation hold. If Your perishable package is not scheduled for delivery within 72 hours of warehouse receipt, your package may be left at Your door. Deliverbees will not be held responsible for the quality of the contents of perishable packages.

11. SERVICE CONTENT AND SOFTWARE

You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by deliverbees, 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. Any rights not expressly granted herein are reserved by deliverbees.

12. INDEMNITY AND RELEASE

You agree to release, indemnify and hold deliverbees and its affiliates and their 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 Shipment Terms), any User Content, your violation of these Terms of Service or your violation of any rights of another.

13. CONFIDENTIALITY

The Provider and the Customer and their 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. The Provider and the Customer and their 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.

14. SEVERABILITY

Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum 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 Addendum as a whole.

15. EXECUTION BY PARTIES

We and You duly execute this Addendum, whether electronically by signing up for a Subscription Service or by signing below, on the respective dates written below or otherwise noted in electronic format. By executing this Addendum, YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM. You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and our Agent and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

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