

**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, each a “**Party**” and together the “**Parties**”) who has electronically or otherwise signed or accepted one or more Take It Away service orders or other form of written or electronic agreement between the Parties (each, a “**Service Order**.”) Each Service Order incorporates the terms and conditions in this Service Agreement (the “**Service Agreement**” or the “**Agreement**”) and the then-current Take It Away Services Guide (the “**Guide**”) by reference.

1. GENERAL TERMS AND CONDITIONS

Take It Away provides Property Services (together the “**Services**” and each individually a “**Service**”) to Members as described herein, in the Guide, and on Company’s www.takeitaway.com website (the “**Site**”). Members may obtain Services by executing one or more Service Orders in person or electronically. Unless otherwise expressly set forth in a Service Order, the following terms and conditions apply to the Services:

- 1.1. **Service Items.** Services assist Members in tracking, storing, selling, servicing, moving, acquiring, disposing of, or otherwise managing Member property items (the “**Member Property**.”) Services will apply to Member Property provided by Member to Company and accepted by Company as a part of a Service Order, including individual Company-owned crates and wardrobe boxes that may contain multiple items of Member Property and that each meet the conditions of this Agreement (each a “**Service Item**” and together the “**Service Items**.”) By requesting a Service for a Service Item, Member warrants that such Service Item is either (i) owned by the Member or (ii) property that the Member has the right to control and deliver to Company for Services. Service Items include, without limitation, Special Service Items, as that term is 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/protection. Special Service Items require customized price quotations (the “**Custom Price Quote(s)**”) documented in Service Orders for any Service to be rendered to them.
- 1.3. **Member-Declared Value.** In order to obtain Services, Member must provide an estimated fair market value (the “**Member-Declared Value**” or “**MDV**”) for each item of Member Property to be handled by Company as a Service Item. The Member-Declared Value for any container, including any Company-owned container, will be the aggregate value of all items it contains. By signing a Service Order, Member warrants that the MDV set forth therein is accurate to the best of Member’s knowledge and accepts sole responsibility for Company’s use of or reliance upon the MDV.
- 1.4. **Provisory Storage Agreement and Warehousing.** If any Service Item remains under Company’s control in the absence of a Service Order that specifically requests or authorizes Storage Services (as defined herein), including, for example, when a Service Item remains unclaimed by Member after Company has provided a Service or after Company has terminated this Agreement in accordance with the terms set forth herein, a “**Provisory Storage Agreement**” will take effect on the next day, without the requirement of any action on the part of Company or Member. The terms of the Provisory Storage Agreement will include the storage-related terms and conditions of this Agreement, and the Service Fees for Services provided by Company under the Provisory Storage Agreement will be those set forth herein and in the Guide, including specifically Warehouse ItSM Service Fees to keep the item in a secure Company Service Facility, and will be charged from the date on which a Provisory Storage Agreement becomes effective. Member shall be responsible for payment of all Service Fees

which may be incurred under a Provisory Storage Agreement, and agrees that non-payment of such fees will entitle Company to treat the affected Service Items in accordance with the provisions of the “Warehouseman’s Lien” section below.

- 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 to by Member. These Service Orders detail the Services that Company will provide for Member and the Service Fees that will be charged for such Services.
- 1.6. **Authorized Representatives of Member.** Members may designate in writing via Company’s Authorized Representative Form, attached hereto as Exhibit A, one or more individuals over eighteen (18) years of age to act on behalf of Member regarding Services and such Member’s Member Property. Members are liable for all obligations incurred by, and decisions made by, their representative(s). Members may specify whether their representative(s) will have full administrative rights (an “**Administrative Authorized Representative**”), or restricted administrative rights (a “**Limited Authorized Representative**”) which prevent certain administrative changes to Member account information, including but not limited to changes to Member’s payment method and representative information.
- 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 the same may be amended from time to time. The current version of the Privacy Statement is available at www.takeitaway.com or via email request to privacyofficer@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. The Company’s current Service Area is limited to Virginia’s Arlington, Fairfax, and Loudoun Counties, and the City of Alexandria.
- 1.9. **Service Locations.** Company provides Services at Member-designated accessible 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 (the “**Default Service Location**”) will be the initial address provided by Member to Company, unless and until the Member designates a different address in writing.
- 1.10. **Take It Away Service VisitsTM.** Company provides Services through visits made to 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 trip to a Service Location that Company personnel make by vehicle in order to perform Services requested by or on behalf of Member. The Service Visit Fee will vary based on vehicle type and number of personnel assigned, as set forth in the Guide.
 - 1.10.1. 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 Services™**. Company may provide General Services to satisfy Member requests not met through one or more of the specific Services described below.
 - 1.11.1. **General Services Fees**. As set forth the Guide, Company will charge Member (i) Service Visit Fees, and (ii) an hourly Service Fee per Service Associate assigned to work on Member's behalf, any applicable Surcharges, and any additional/other charges as may be set forth in an approved Service Order.
 - 1.11.2. **No Completion Guarantee**. If Member specifies job duration and number of staff, Company makes no warranty that Member's estimated level of effort is adequate to complete any particular 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 to Member Service Locations.
- 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. **Take It Away Concierges™** Company provides Member with access to Company personnel (the "Concierge(s)") to assist in specifying, scheduling, coordinating and supervising Services for Member.
 - 1.14.1. **Free of Charge**. Concierges are provided free of charge to coordinate and facilitate Service performance. In those instances, however, where a Concierge personally performs a Service for a Member, Service Fees set forth in the Guide will apply.
 - 1.14.2. **Concierge Consultation**. A Concierge will visit new and prospective Members at Member-specified Service Locations for an initial consultation regarding Services applicable to Member's situation. Following consultation, a Concierge will develop a draft Service Order showing proposed Services and Service Fees for Member's review and approval. Thereafter, Concierges will consult with Members as requested.
 - 1.14.3. **Change of Concierge**. Company reserves the right to reassign or change Member's Concierge at any time for any reason, and shall have no liability or obligation to Member as a result of any such change.
- 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, and not all Service Team roles are required for performance of all Services.
- 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 or periodic Service Fees shown in the Service Order at a later date as such charges are incurred for certain Services. For such ongoing Services, Company will keep Member Payment Method information on file. Member is responsible for updating Company with any changes to that

Member Payment Method. Some Services have periodic Service Fees (e.g., Store It, Crate It, Hang It) or do not require full amounts due to be paid immediately upon Service Order execution (e.g., Service It, Get It). Members purchasing such Services may be required to 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 complete and sign the Payment Authorization Form or whose Payment Authorization Form is inaccurate in any material respect.

- 1.17. **Service Facilities**. Company provides certain Services from its facilities within the Service Area or elsewhere (each, a "Service Facility," and collectively, the "Service Facilities.")
- 1.18. **Member Access to Service Facilities**. Member acknowledges and agrees that Company does not provide Members with direct access to Service Items stored at Company Service Facilities. However, Members may drop off or pick up Service Items at our Service Facilities during the Service Hours. Service Item pickups must be scheduled at least one (1) business day in advance or Surcharges will apply as set forth in the Guide. Service Items to be picked up will be retrieved from storage by Company staff and held for Member in the Service Facility showroom. Member will be required to show driver's license, passport, or other Company-verifiable form of photographic identification (a "Photo ID") to pick up Service Items. Prior scheduling of Service Item drop-offs by Member with Member's Concierge is requested, but not required. For safety and insurance reasons, Member is not permitted to enter the Service Facility warehouse under any circumstance.
- 1.19. **Service Fees Subject to Change and Non-Refundable**. Service Fees are subject to change without notice to Member. However, Service Fees billed for Services contracted on an ongoing monthly basis are subject to change upon not less than thirty (30) days prior notice to Member, unless Member has selected Company's Storage Services price-locking feature (the "Price Lock") and is within the committed lock-in period as defined by the Guide and documented in the applicable Service Order, in which case Company will not change Member's Storage Services prices before expiration of such Price Lock period. Service Fees are non-refundable.
- 1.20. **Payments and Notifications**. All monthly or other periodic Service Fees will be charged to the Member Payment Method specified by the Member on Company's Payment Authorization Form, on the first day of the applicable billing period. Company may, but is not required to, send out monthly statements or reminders of the dates that Service Fees will be due and charged, and Company's failure to send out any such statement or reminder shall not affect Member's liability for such Service Fees. Member will be notified of delinquent Service Fee payments owed to Company, including payments delinquent by reason of a declined charge to the Member Payment Method. Service Fees are shown on Member's Service Order(s) and are due upon execution of such Service Order by the Member, and on all applicable renewal dates for Services not cancelled per the terms for such Services. 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 may avail itself of any and all rights under law or otherwise to collect such past due Service Fees.
- 1.21. **Excluded Items and Restrictions on Services**. 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 these 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 collectively but not exhaustively are referred to as “**Excluded Items**.”

- 1.21.1. any individual item of Member Property having a Member-Declared Value (“**MDV**”) of more than ten thousand dollars (\$10,000.00);
 - 1.21.2. 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 one-hundred thousand dollars (\$100,000.00) in aggregate;
 - 1.21.3. any hazardous materials, firearms or ammunition;
 - 1.21.4. any currency, precious metals, artwork or jewelry;
 - 1.21.5. any food or perishable items;
 - 1.21.6. any medical waste, biological remains or living material;
 - 1.21.7. any items or containers containing liquids, including, without limitation, alcohol, gasoline, and other flammable liquids;
 - 1.21.8. any items that are prohibited by law or regulations of any federal, state, or local government in the U.S.A.;
 - 1.21.9. 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.
- 1.22. **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.
- 1.23. **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, non-delivery or failure to provide information about any Services caused by or resulting in whole or in part from any of the following:
- 1.23.1. An act, default or omission of any person or entity other than Company or its Affiliates;
 - 1.23.2. A defect in, or the inherent nature of, any Service Item;
 - 1.23.3. Member’s violation or breach of any term or condition of this Agreement or of a Service Order;
 - 1.23.4. Loss of data stored on magnetic tapes, computer hard drives, compact discs, or other storage media, or damage to files, photographic images, sound tracks, or motion pictures on any media;
 - 1.23.5. Delay, incomplete delivery, or other incomplete performance of Services due to an act or omission of a regulatory authority or law enforcement agency;

- 1.23.6. Damage indicated solely by any shock watch, tilt meter, temperature recorder or other device attached to any Service Items while in transit or in Company’s control;
 - 1.23.7. Damage to particle board, press board or fiberboard furniture, or other furniture (other than solid wood furniture) that has been assembled from a box or other container;
 - 1.23.8. 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;
 - 1.23.9. Company’s compliance with instructions from Member or Member’s Authorized Representative.
- 1.24. **Member Liability for Service Items.** Member acknowledges that Member is liable for all damage that Member 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 the gross negligence or willful misconduct of Company.
- 1.25. **No Liability for Shipping.** Company is not responsible for loss or damage to Service Items that occurs during shipping by a nationally recognized shipping service provider such as UPS, Federal Express, or other qualified shipper (see Ship ItSM Service).
- 1.26. **No Liability after Delivery.** Company will not be held liable for loss or damage to Service Items, or caused by Service Items, after delivery of such Service Items by Company or any third-party has occurred.
- 1.27. **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, provided however that Company will not have any liability to Member for such arrangements, or for any third party service.
- 1.28. **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.
- 1.29. **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.
- 1.30. **Timely Payment.** Timely payment of Service Fees is required in accordance with the payment schedule set forth in the Service Order. If any Service Fee is due and unpaid for more than thirty (30) days after its due date, or if Member makes late payment more than twice in any twelve (12) month period, Company may terminate this Agreement as provided below in “Company Termination of Agreement”. If Member is in default on payment of any storage Service Fees for thirty (30) continuous days, Company may also begin enforcement procedures to satisfy Company’s lien (see “Warehouseman’s Lien” section herein). Company reserves the right to require all past due payments be made in cash, money order or cashier’s check.
- 1.31. **Company Termination of Agreement.** Company may terminate this Agreement if Member breaches any provision of the Agreement in any material respect, including without limitation, by reason of non-payment or late payment of Service Fees. Any such termination may be effected by notifying Member not fewer than fifteen (15) days in advance of the termination date, unless in the case of termination of monthly Storage Services, for which notice will be given not fewer than thirty (30) days in advance of the termination date. 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 shall become effective for those items. Upon any termination of this Agreement for non-payment or late payment of Service Fees, Company shall additionally have all rights under law, including without limitation those rights set forth elsewhere in this Agreement to recover payment of such fees.

- 1.32. **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.

1.32.1. 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.

1.32.2. If Member fails to timely pay any Service Fee for Storage Services within thirty (30) days after notice from Company that such Service Fees are past due, Company may avail itself of any and all rights under law or otherwise to collect such past due Service Fees, 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 its 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. **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 to with Member.

2.4. STORE ITSM SERVICE

Company provides full-service storage for larger individual Service Items than can be suitably stored in Company's crates or wardrobe boxes. Company will make a Service Visit to pack each Member Service Item as necessary for removal from Member's Service Location and transport to a Company Service Facility for storage. Each Service Item will be inspected for damage, inventoried and photographed, and entered into Company's property management system. Company will record and 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. **Store It Monthly Service Fee.** Payment for the first month or partial month of Store It 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 charged automatically to the Member Payment Method until Service Termination (see Automatic Service Renewal section above).

2.4.2. **Full-Service Packing Required.** By ordering Store It Services, Member agrees to use Company’s packing services for all Service Items to be stored through Store It, so that any Member property not to be stored in Company crates or wardrobe boxes is packed, protected and stored using Company materials and methods. Company charges a Service Fee per individual Service Item packed, as set forth in the Guide.

2.5. CRATE ITSM AND HANG ITSM SERVICES

Company provides, for a Service Fee, Company-owned storage containers (“crates” and “wardrobe boxes”) for Members to use when storing Service Items with Company, and for limited other uses as set forth in the Guide. As part of such Services, Company drops off crates and/or wardrobe boxes at Service Locations specified by Member. Unless purchased by Member, Company retains ownership of crates and wardrobe boxes whether they become Service Items stored through Company’s Storage Services, are rented by Member for short-term use, or are kept by Member for use at home or elsewhere.

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 (the “**Crate It Service Term**” and “**Hang It Service Term**” respectively) 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. **Crate It/Hang It 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 (see Automatic Service Renewal section above).

2.5.2. **Empty Container Drop-offs.** If Member or Member’s Authorized Representative is not present for a scheduled empty container drop-off, Company may (but is not required to) leave containers with another person at the Service Location, on the porch or patio of a residence or in the lobby or anteroom of a business, or in another location of Company’s reasonable choosing. If Company in its sole discretion declines to leave behind its containers, 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 for Member’s use at times of Company’s choosing and without requiring Member to be present. Company will use commercially reasonable efforts to follow any instructions provided by Member in connection with any drop-off, 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 storage containers according to Company guidelines, or purchase Company’s optional crate and wardrobe box packing services. Company charges for packing services per container packed, as set forth in the Guide.

2.5.3.1. **Safe Packing Requirement.** To have self-packed crates or wardrobe boxes removed and stored by Company, 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 Member-packed 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 prior to removal, and to charge additional Service Fees including Packing Fees as set forth in the Guide. If Member does not agree to such repacking, Company may decline to accept such Member-packed containers. If Company does accept such Member Property without repacking, Member will be required to acknowledge on the Service Order that Company has no liability for any loss or damage which may occur during its handling or storage, unless such loss or damage was caused by Company’s gross negligence or willful misconduct.

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 before removal and delivery to a Service Facility. 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 may not 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, and in any case where 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 ten-thousand dollar (\$10,000.00) extended protection limit per Service Item and a one-hundred thousand dollar (\$100,000.00) aggregate protection limit per Member. If Member does not wish to purchase such extended protection, he or she may elect free base protection instead 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 and remain in effect while the Service Item is in Company's control, and will terminate upon return of the Service Item to Member or upon the Service Item leaving Company's 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 while the Service Item is in Company's control, but will terminate upon return of the Service Item to Member, upon the Service Item leaving Company's control by any means or upon Member's failure to pay the associated Service Fees.
- 2.6.2. **Protect It 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 of loss or damage.
- 2.6.4. **Liability Limits.** Company's liability for loss of 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 applicable 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 of repairing the damaged Service Item.

- 2.6.5. **Proration for Partial Loss or Damage.** Additionally, Company's liability for partial loss or damage will be prorated based on the ratio of total Member-Declared Value to total actual value. For example: Member tenders a Service Item with a total actual value of five-thousand dollars (\$5,000.00). Member then declares and pays for a value of two-thousand five-hundred dollars (\$2,500.00). Partial loss or damage occurs in the amount of two-thousand dollars (\$2,000.00). Such a claim would be settled for one-thousand dollars (\$1,000.00) (the ratio of total declared value of \$2,500 to total actual value of \$5,000 multiplied by the partial loss or damage of \$2,000 = \$1,000).

- 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, and 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 Services to, or on behalf of, a person or entity that obtains such Services, including delivery of Service Items, by trick, false pretense, or other fraudulent scheme.

2.6.8. **Maximum MDV.** The maximum Member-Declared Value per Service Item is ten-thousand dollars (\$10,000.00). The maximum MDV for all of a Member's Service Items is limited to one-hundred thousand dollars (\$100,000.00). 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. **Protect It is Not Insurance.** The Protect It Service is not cargo or other insurance. Members who desire cargo insurance for Service Items shipments, all risk insurance, or other forms of insurance must purchase such insurance from a third party.

2.6.10. **Service Item Verification.** Members are instructed not to seal/secure 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 Service Items. During the pick-up and removal Service Visit, the Service Team will secure each Service Item 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 at no additional cost 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 digital photographs at Company's sole discretion, and the assignment of a Service Item ID. Company also provides, separately, Track It Custom services to create and make available to Member customized inventories (e.g., collections, memorabilia, insurance inventories, etc.) and to provide other property item tracking and management related Services and features.

2.7.1. **Basic Service Free of Charge.** Company will capture tracking information about Member Service Items at Service Locations including Service Facilities in the course of delivering other Services. 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, Member-Declared Value, and List and Reserve Prices for Service Items to be sold. Company shall have no liability for its inability or failure to collect such information absent gross negligence or willful misconduct on the part of Company.

2.7.3. **Track It Custom Services and Service Fees.** Company will prepare, at Service Facilities and/or Member-specified Service Locations, customized inventories of Member Service Items that include identification and tracking information as designated by Member and available to Company. Track It Custom Services require a custom price quote from Member's Concierge.

2.7.4. **Inventory Availability.** Company will maintain Service Item tracking data such that Company can produce and email Member an inventory for any/all Member Service Order(s) within ten (10) business days of Company 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 timeframe.

3. TAKE IT AWAY PROPERTY SERVICESSM

Take It Away provides certain Concierge-managed property services including Sell ItSM, Consign ItSM, Service ItSM, Relocate ItSM, Gift ItSM, Get ItSM, Donate ItSM, Recycle ItSM, Ship ItSM, Receive ItSM, and Deliver ItSM, (together the "Property Services" and each individually a "Property Service.") Unless otherwise expressly set forth in a Service Order, the following terms and conditions apply to Property Services:

3.1. **Terms Common to Item Selling Services.** Company's Sell It and Consign It services (the "Sales Services") share the following terms and conditions, which apply to both Services.

3.1.1. **Service Term.** The sales listing period for any Service Item to be sold using the Sell It or Consign It Service will be ninety (90) days from date of the applicable Service Order (the "Sales Service Term"), during which period Company will work to sell Member Service Items. Renewal Sales Service Terms, if opted for by Member, will be ninety (90) days each, or such shorter period as may be specified in a Service Order.

- 3.1.2. **Service Fees and Commissions.** As set forth in the Guide and/or applicable Service Order, Company will charge Member (i) applicable Service Visit Fees and (ii) a flat fee per Service Item accepted for the Sales Services, 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 shipping and handling fees.
- 3.1.3. **Exclusivity.** Member agrees to consign Service Items with Company for the Sales Service Term, and during such period 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 shall be entitled to receive its sales commission as if Company had effectuated the sale at the Service Item's original List Price.
- 3.1.4. **Sales Channels.** While Company will use commercially reasonable efforts to select an appropriate sales channel(s) through which to sell a Member Service Item, Company makes no representation that a given Service Item will sell, or that the sales channel(s) selected will yield the highest possible sales price for that Service Item. Company will have no liability to Member with respect to its selection of a sales channel or the price at which a sale is made, absent willful misconduct on the part of Company.
- 3.1.5. **Service Item Pricing for Sale.** For each Service Item to be sold, Member may set a desired sale price (the "List Price") and a minimally acceptable sale price (the "Reserve Price"), or may request that Company perform competitive sales research in order to price the Service Item for sale, provided that Company will have no liability to Member for any mistakes in attribution, valuation or other decisions in connection with any such Member- or Company-determined pricing for sale.
- 3.1.6. **Price Ranges and Adjustments.** Service Items are initially listed for sale at the Member's designated 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 not receiving sufficient buyer interest or is receiving above-average buyer interest, Company may in its sole discretion relist it at a lower or higher price, but will not reduce the offering or sale price below the Reserve Price without Member's consent.
- 3.1.7. **Member Anonymity.** Company mediates sales to help Members remain anonymous. No shoppers or buyers will contact or visit the Member, unless with Member's prior consent. Company will have no liability to Member for any loss of anonymity.
- 3.1.8. **Sales Listings.** Company will maintain, refresh, and make edits to the original Service Item sales listing (e.g., Member-approved price changes) as deemed appropriate by Company to support its efforts to sell Member Service Items.
- 3.1.9. **Use of Service Item Information.** Company shall have the right to use any and all Service Item information collected, including photographs and other images, in connection with the advertising, promotion, offer to sell, and sale of Services.
- 3.1.10. **Member Payments.** Company will remit to Member the Service Item Sold Price, less Company's Sales Commission and all shipping, handling, or other sales

transaction fees, within thirty (30) days after Company receives Final Payment, as that term is defined below, for such Service Item sold by Company; provided, however, that if Company has sold multiple Service Items during any preceding two-week period, Member will receive one consolidated payment for all Service Items sold and paid for during that period within thirty (30) days after Company receives Final Payment for the last sold of such Service Items. Remittance will be in the form of a check or by PayPal, as selected by Member. For purposes hereof, "Final Payment" means receipt of good funds from the purchaser of a Service Item and expiration of all applicable return policies for the sales channel where the item was sold.

- 3.1.11. **Chargebacks and Other Post-Sale Returns.** If, after Company has remitted the proceeds of a Service Item sale, that Service Item's purchaser obtains a "chargeback" or otherwise is able to obtain or require a refund of all or any portion of its purchase price, for any reason other than the gross negligence or willful misconduct of Company, Company reserves the right to charge Member's Payment Method for the full amount of any such chargeback or refund.
- 3.1.12. **Listing Renewal.** At the end of the Sell It or Consign It Service Term, Company will contact Member and offer to renew the sales listing(s) for any unsold Service Item(s) for additional ninety (90) day Sales Service Terms (Renewal Service Fees apply as set forth in the Guide).
- 3.1.13. **No Insurance.** Member owns Service Items until they are sold or deemed to be abandoned. Except as set forth herein with respect to the Protect It Service for items delivered to Company in connection with its Sell It Service, Company does not insure Service Items against damage, loss or theft. Member should contact his or her insurance carrier to inquire about coverage.
- 3.1.14. **As-Is Final Sales.** All items are sold "as is" and all sales are final. Company provides no warranties, expressed or implied.

3.2. SELL ITSM SERVICE

Company will sell, on Member's behalf, Service Items in good condition. Company will inventory, pack and remove Member Service Items to a Service Facility, photograph and list them for sale through various sales channels of Company's choosing (online marketplaces, online/offline classifieds, etc.), and handle interactions with potential buyers to help Member remain anonymous. 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 above.

- 3.2.1. **Item Assessment and Sales Listing Creation.** Company will assess Member Property that Member wishes to sell during a Concierge Consultation or Service Visit, and for Service Items accepted by Company, will provide the Member with an inventory record, including Service Item ID, Member-Declared Value, Service Item name and the List and Reserve prices, if any, as provided by Member. Company will then deliver Member's Service Items to a Service Facility for inspection, item research if deemed necessary by Company in its sole discretion, and creation of the Service Item sales listing, including digital photography and copy development.
- 3.2.2. **Unsold Service 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.

3.2.3. **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 or any applicable renewal Sales Service Term will be deemed delivered to Company for storage pursuant to a Provisory Storage Agreement, and applicable Store It Service Fees and Company's rights on Member's failure to pay such fees, will apply.

3.3. CONSIGN ITSM SERVICE

Company will sell items in good condition on Member's behalf while the items remain in Member's possession at Member's Service Location. Company will inventory, photograph, and list Service Items for sale through channels of Company's choosing and will manage interactions with potential buyers to help Member remain anonymous. Such interactions may include, at Member's request, Concierge-managed in-home item showings or item inspection by potential buyers in a Service Facility showroom. When a Service Item sells, Company will make a Service Visit to Member's location to confirm item condition is still as represented in the sales listing and will then remove the Service Item for delivery or shipping to the buyer, or for pick-up by the buyer from a Service Facility. When the transaction is complete and Company has received payment in full, Company will send Member the Sold Price minus Company's sales commission and all shipping/handling or other sales transaction fees as set forth above.

3.3.1. **Item Assessment and Sales Listing Creation.** Company will assess Member Property that Member wishes to sell during a Concierge Consultation or Service Visit. For each item accepted by Company for Service, Company will digitally photograph the Service Item in place and document descriptive information as deemed necessary by Company. Company will provide the Member with an inventory record including Service Item ID, Service Item name, and Service Item List and Reserve prices, if any, as provided by Member. After the Service Visit, Company may conduct additional item research as deemed appropriate by Company in its sole discretion, and will create the Service Item sales listing, including digital photography and copy development.

3.3.2. **Completion of Sale.** When a Consign It Service Item sells, Company will make a Service Visit to Member's Service Location to remove the Service Item for delivery to, shipping to, or pick-up by the buyer from a Service Facility. Service Items are subject to inspection to verify that their condition remains as originally recorded by Company.

3.3.3. **Damaged or Degraded Service Items.** If a Service Item is found to be damaged or otherwise in different condition than when originally examined and photographed, or if for any other reason Company deems in its sole discretion the Service Item is not acceptable for delivery to purchaser, Company reserves the right to decline to remove the item and complete the sale. Consign It fees paid or owed by Member are non-refundable in such circumstances, and additional fees may apply if Company has already taken payment from purchaser and must refund such payment.

3.3.4. **Unsold Consign It Service Items.** For any Service Item that does not sell during the initial Sales Service Term, Member may (i) allow the Consign It Service to lapse when the Service Item remains in Member's home, (ii) relist the Service Item for another 90-day Sales Service Term (Service Renewal Fee applies as set forth in the Guide), (iii) have the Service Item returned to Member's Service Location if physically located in a Company Service Facility at the end of the Sales Service Term (Service Fee applies as set forth the Guide), or (vi) request that Company dispose of the Service Item using one of Company's other Services. Service Fees apply for each option as set forth in the Guide.

3.4. SERVICE ITSM

Company will pick up Member Service Items for service, repair, or maintenance by third-party tradesmen and other service providers on Member's behalf. When Service Items are ready, Company will pick them up and return them to Member. Service includes Service Item pick-up at Member's Service Location, Track It Basic Service, vendor selection, Service Item delivery to vendor, communication of documented Member instructions for service, Service Item pick-up from vendor, validation that the requested work has been performed, and return of Service Item to Member's Service Location.

3.4.1. **Service It 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 transported for service, and (iii) any applicable Surcharges, including the Third-Party Payment Surcharge if Company pays a service provider for Services rendered on Member's behalf. Special Service Items require custom price quotes.

3.4.2. **Custom Service Order.** Member must provide sufficient information regarding the desired service to enable the Company Concierge to generate a customized Service Order for the service.

3.4.3. **Vendor Selection.** Member understands and agrees that Company will use commercially reasonable efforts to satisfy requests to use Member-specified vendors within its Service Area, but ultimately reserves the right to choose in its sole discretion any vendor offering the desired service.

3.4.4. **Limitation of Liability Related to Service It.** Company is not liable to Member for the selection of any third-party service provider unless such selection was grossly negligent. Company has no liability to Member for the performance of any such third party. Company will, however, take all actions that Company deems reasonably necessary, not including legal action, to ensure that Member is entitled to the benefit of all warranties and other rights, if any, offered by that third party.

3.4.5. **Beyond Repair.** If Company or a third-party service provider reasonably determines that a Service Item is beyond repair, service, or maintenance for any reason, Company will return or dispose of such Service Item as directed by Member; (Service Fees apply as set forth in the Guide).

3.5. RELOCATE ITSM SERVICE

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

3.5.1. **Relocate It 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.

3.6. **GIFT ITSM SERVICE**

Company will pick up and remove Service Items from Member's Service Location that Member wishes to give as gifts, and will prepare them for gifting and deliver them to Service Locations within Company's Service Area or ship them (see Ship It Service) to recipients outside of Company's Service Area as designated by Member.

3.6.1. **Gift It Service Fees.** As set forth in the Guide, Gift It Services require a custom Service Order. Service Fees will include a Service Visit Fee for each Service Location visited by Company to perform these Services, and are typically based upon the size and weight of the Service Item plus selected delivery options and timing. Custom price quotes will include charges for all Member-requested options including gift wrapping, expedited delivery, and holiday delivery.

3.6.2. **Local Delivery.** Company delivers Gift It Service Items within Company's Service Area only. Such deliveries include Service Item placement in recipient's Service Location as designated by recipient.

3.6.3. **Recipient Contact Information.** Member will provide Company with current and correct contact information for the designated gift recipient or a named household family member for Company's purpose of scheduling Service Item delivery at a time when a member of the gift recipient's household will be present to receive the Service Item.

3.7. **DONATE ITSM SERVICE**

Company will pick up, remove and deliver Member Service Items to charities and non-profits within the Company's Service Area, collect and email a donation receipt to Member, and maintain a copy of that receipt on file for not less than five (5) years.

3.7.1. **Donate It 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).

3.7.2. **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 timeframe.

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

3.7.4. **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.

3.7.5. **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.

3.7.6. **Donation Receipt Management.** Company will collect donation receipt(s) for accepted Member donations, fill in the donation receipts with donated Service Item descriptions and associated Member-Declared Values based solely on Member's applicable signed Service Order, email a digital donation receipt copy to Member, and keep a digital copy on file for not less than five (5) years.

3.7.7. **Legal Requirements.** Member understands and agrees that Company itself makes no representation as to the value of any donated Service Item, and merely reproduces Member-provided information onto receipts. Members who do not provide Service Item descriptions and Member-Declared Values or who have otherwise provided insufficient information will receive only such receipts as may be provided by the organizations accepting their donations, whether or not those receipts are descriptive.

3.8. **RECYCLE ITSM SERVICE**

Company will pick up and remove Member Service Items from a Service Location for recycling. Company's Service Team will remove Service Items by the 50-gallon bin, or by the item for larger Service Items, and will fill bins for Members.

3.8.1. **Recycle It 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 related item types (e.g., paper, metal, glass, plastics, etc.) into separate bins and charge a separate fee for each such bin removed.

3.8.2. **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, or computer monitors). Such fees vary based on facility and item type. 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.

3.8.3. **Scheduling Requirement.** If Member requires only Recycle 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 timeframe.

3.8.4. **Notification.** Members are instructed to alert the Company Concierge if they believe the volume or composition of their recyclables will warrant more than one bin. Company will endeavor to bring as many bins as required.

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

- 3.8.6. **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.
- 3.8.7. **Bulk Removals.** Company does not provide bulk "junk removal" services unless by special agreement, and then only following a Service Location inspection to develop a custom price quote based on Member requirements. 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.
- 3.8.8. **Facilitation of Third-Party Services.** Member's Concierge will, at Member's request, attempt to arrange removal by a licensed third-party hauler of bulk junk, Excluded Items, or other Member Property which Company rejects for removal, but 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.
- 3.9. **GET ITSM SERVICE**
Company will procure locally-available merchandise and other items on Member's behalf and deliver them to Member-designated Service Locations.
- 3.9.1. **Get It Service Fees.** Company will charge a Service Visit Fee for each Service Location visited to fulfill Member's service request and a Third-Party Payment surcharge if applicable.
- 3.9.2. **Information Required.** Member will describe to Company's Concierge the specific item needed, where to get it (if known), whether it has already been paid for or will need to be purchased at pick-up, and when and where the Member needs it to be delivered.
- 3.9.3. **Restrictions.** Company will not be obligated to deliver any item to Member that has been procured using the Get It Service unless and until Member has paid all applicable third-party fees and Company Service Fees.
- 3.10. **SHIP ITSM SERVICE**
Company will prepare and deliver Service Items for shipment by a national shipper (e.g. UPS, Federal Express) or other qualified shipping service provider. Company will pack Service Items using complimentary Company materials and deliver the packaged Service Items to a shipper for shipment to Member-designated national and international addresses. Company may also arrange to have Service Items or Special Service Items picked up by the shipper from a Company Service Facility or other Service Location, depending upon Service Item weight, size, destination, packaging, and other factors determined in Company's sole discretion.
- 3.10.1. **Ship It Service Fees.** As set forth in the Guide, Company will charge Member (i) a Service Visit Fee for each Service Location visited on Member's behalf to perform these Services (e.g., Member's home, UPS Store, etc.), (ii) an Item Fee for each Service Item to be packed and delivered for shipping, and (iii) the Third-Party Payment Surcharge for payments made by Company on Member's Behalf, as well as any other applicable Surcharges.
- 3.10.2. **Shipping Insurance.** Unless otherwise specifically directed by Member, Company will obtain shipper-provided insurance/protection, if available, for Member's shipment in the amount of the Member-Declared Value

of the Service Item to be shipped.

3.11. **RECEIVE ITSM SERVICE**

- Company will receive Member Property at a Company Service Facility where a Service Team will unload the Service Items, document their condition and other information as specified by Member, and prepare them for storage, delivery, or other Services.
- 3.11.1. **Receive It Service Fees.** Company charges a Service Fee per Service Item for shipment receiving 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.
- 3.11.2. **Scheduling Requirement.** Member must schedule Receive It Services at least forty-eight (48) hours in advance of planned shipment arrival at one of Company's Service Facilities 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. At the time of service scheduling, Member must provide basic shipment information to include shipment arrival timing, freight carrier, item description, dimensions, and weight, and any special handling requests.
- 3.11.3. **Follow-on Service Options.** During or prior to Service scheduling, 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 Company's Deliver It or Relocate It services to a Member-designated Service Location (e.g., business, end-customer, or third-party service provider), or (iii) Member or Authorized Representative pick-up of the entire shipment from Company's Service Facility within forty-eight (48) hours of receipt.
- 3.11.4. **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 shipment receipt. Any Service Item not removed within such period will be subject to a Provisory Storage Agreement for as long as it remains in Company's Service Facility or until Member makes other Service arrangements with Company.
- 3.11.5. **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.
- 3.11.6. **Shipment Pick-up Surcharge.** As set forth in the Guide, Company will add a Surcharge for Member to pick-up Service Items at a Service Facility showroom by appointment. Member may pick up all or part of a multi-item shipment on each scheduled visit to the Service Facility, and will be charged per pick-up visit. Company makes no warranty that Member can pick up any Service Item at any time other than during the Service Hours.
- 3.11.7. **Signature of Receipt.** Company's responsibility for completing third-party shipment receipt paperwork on Member's behalf is limited to validation by signature that the shipment was received, and that the shipment's

external packaging showed no obvious damage.

3.11.8. **Optional Item Inspection.** Company will, if so requested by Member, fully unpack Service Items and perform a visual inspection of their condition. Damage and other potential problems will be communicated by Member's Concierge 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.

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

3.12. **DELIVER ITSM SERVICE**

Company will deliver Service Items to Member-designated Service Locations within Company's Service Area. Deliver It Service includes Service Item unpacking and placement.

3.12.1. **Deliver It 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.

3.12.2. **Scheduling Requirement.** Member must schedule Deliver It Services with Concierge at least forty-eight (48) hours in advance of planned delivery time to avoid incurring Surcharges. Company will endeavor to arrive at the delivery Service Location within an agreed-upon two-hour time window, but will have no liability to Member or any end-customer if it fails to arrive in such timeframe. When scheduling Services, Member must provide basic delivery information including item pick-up requirements if any, item description, dimensions, and weight, as well as delivery address, recipient, requested timing, and any special handling requests. Except as documented in an executed Service Order, Company makes no warranty that it can deliver any shipment/Service Item at any time other than during the Service Hours.

3.12.3. **Rejected Items.** If Member or an end-customer of Member for any reason refuses to accept a delivery, Company will return the rejected Service Item(s) to a Service Facility, and such Service Item(s) will be the subject of a Provisory Storage Agreement until they are removed from Company's Service Facility or Member makes other Service arrangements.

3.12.4. **Signature of Receipt.** Company's responsibility for completing delivery paperwork, on Member's behalf or otherwise, is limited to obtaining a signature on Company's delivery receipt, thereby indicating that the delivery was accepted.

3.13. **WAREHOUSE ITSM**

Company will temporarily warehouse property on Member's behalf. Warehousing is not offered as a generally-available service, but is provided automatically by Company to cover Member property that remains in its possession in situations where Member has not contracted for Storage Services under a valid Service Order (see also "Provisory Storage Agreement and Warehousing" above). Company will record basic information

about Member's property, if not already documented, and keep it stored in a secure Company Service Facility until Member makes arrangements for its removal, or requests that it be transferred to a monthly Storage Services Service Order. Warehouse It Service Fees are assessed daily in advance and charged monthly in arrears at the rates set forth in the Guide. Service Visit Fees do not apply to Warehouse It services.

3.14. **SURCHARGES**

As set forth in the Guide, Take It Away will add the following charges (the "Service Visit Surcharges") to Service Orders as applicable.

3.14.1. **Expedited Service Surcharges.** Company will charge Member a fee (the "Expedited Service Surcharge(s)") if Member requests and Company agrees to perform services on an expedited Next Day, Same Day, or Sunday/Holiday basis. The highest applicable Expedited Service Surcharge will be applied.

3.14.2. **Mileage Surcharge.** If Company makes a Service Visit to a Service Location outside the Service Area, Company will charge Member a per-mile fee (the "Mileage Surcharge") for miles traveled by Company outside the Service Area. This fee may vary based on the Service Team and type of vehicle used by Company for the Service Visit (e.g., one service associate or two, truck vs. van). There is no Mileage Surcharge added to Service Visits made to Service Locations within Company's Service Area.

3.14.3. **Assembly/Disassembly Surcharge.** Company will charge Member a fee (the "Assembly/Disassembly Surcharge") for any Service Item assembly or disassembly performed by Company as part of Service, including disassembly and reassembly of components of the Service Location (e.g. doors, decorative moldings, etc.) that may hinder delivery and placement of Service Items as requested by recipients.

3.14.4. **Third-Party Payment Surcharge.** If Company makes Service Visits to third-party service providers to procure items or 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.

3.14.4.1. **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), or such other amount as may be specified in the applicable Service Order, Company will not authorize that third party to commence or complete services unless and until Member has approved such fee and made payment to Company in such amount. Member is responsible for any third-party fees in excess of estimated fees, and Company will refund Member any overpayment after deduction of all Company Service Fees.

4. **ENTIRE AGREEMENT**

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 courts in the Commonwealth of Virginia. Each party shall bear its own costs in connection with any court or other action under this Agreement or any Service Order.

4.1. **Binding Arbitration.** Except as provided below, any dispute arising out of or relating to this Agreement shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The arbitration shall take place in the state in which the Company's principal office is then located.

4.1.1. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

4.1.2. The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by Company or Member. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three (3) depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven (7) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six (6) months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

4.1.3. The Company and each Member (each, a "Party") covenants and agrees that such Party will participate in the arbitration in good faith. This Section applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

4.1.4. Each Party (i) hereby irrevocably submits to the jurisdiction of the United States District Court for the Eastern District of Virginia or, if such jurisdiction may not be obtained or maintained, to the courts of the Commonwealth of Virginia, for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or

proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

5. 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 the fact that Member has no contractual relationship with these parties.

6. HEADINGS

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

7. CHARGEBACKS AND REVERSALS

Company handles chargebacks and reversals as possible cases of fraudulent use and/or theft of Services. In cases where Company has provided Services and verified that Member received/is receiving those Services and Member has reversed credit card charges, stopped payment on a check, or otherwise refused, reversed, or interrupted payment, actions taken by Company may include filing a complaint with local authorities and/or reporting the incident to the Internet Crimes Bureau to investigate theft of services and possible mail fraud (a Federal Crime) in cases where Services were ordered via the Internet. Company will vigorously fight all such cases. Member understands that, if making a claim that an online transaction was not placed by Member or was fraudulent in some other way, all online activity and IP address information associated with that transaction have been captured and will be submitted to the proper authorities. This information may be used in civil and/or criminal legal proceedings against Member if there is evidence of fraud or theft.

8. 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 and its Affiliates harmless from any and all costs of processing any claim or defending any claim arising from this Agreement.

9. COMPLETE AGREEMENT; MODIFICATIONS

Member acknowledges that there are no representations, warranties, or Agreements by or between the Parties which are not fully set forth herein and the related Service Orders and Guide and 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 writing signed by, or electronic communication from, the party sought to be bound by such amendment or modification.