

All In Movers LLC Terms of Service

By booking All In Movers LLC for your move you are bound to All In Movers LLC's Terms of Service which is detailed below.

Modified 5/1/2020

1. CONTRACTUAL RELATIONSHIP

The following terms of service (the "Terms") constitute a legally binding agreement between you (also referred to below as "User") and All In Movers LLC ("All In Movers"). These Terms also govern any services that you may receive through the All In movers.

1.1 Accepting these Terms

Please read these Terms carefully before booking a move with All In Movers help services, transportation services, moving services, and/or any other services that may be offered through the All In Movers (collectively, the "Services"). You agree to be bound by these Terms, including, but not limited to, provisions that govern any claim you may have for property damages, provisions that limit All In Movers' liability, and provisions that require individual arbitration of any potential legal dispute between you and All In Movers. If you do not agree to these Terms, you may not use All In Movers or receive any Services **AND MUST NOTIFY THEM BEFORE YOUR MOVE BEGINS. IF YOU DO USE ALL IN MOVERS LLC YOU ARE CONTRACTUALLY BOUND BY THESE TERMS OF SERVICE.**

1.2 Modifications to Terms

All In Movers reserves the right to change these Terms at any time. However, if All In Movers makes changes to the Terms, All In Movers will notify you by revising the "Last Modified" date at the top of this document. In some cases, All In Movers may also provide you with additional notice (such as adding a statement to All In Movers' homepage or sending you an email notification). All In Movers encourages you to review these Terms periodically to stay informed about All In Movers practices, and you should always review these Terms before placing any order for our Services.

Unless All In Movers notifies you otherwise, whenever All In Movers makes changes to these Terms, they will be effective when the revised Terms are posted online or otherwise provided for your review. If you continue to use All In Movers after the revised Terms have been posted or otherwise provided for your review, including, but not limited to, by placing an order for Services with All In movers you will be deemed to have accepted the changes to these Terms and will be bound by the revised Terms. In the event that you have placed an order for Services prior to the effective date of a change to these Terms, your order will be bound by the Terms in effect on the date that you placed an order for Services.

1.3 Supplemental Terms

You may be required to agree to additional, supplemental terms in certain markets or for certain Services requested by you. If supplemental terms apply in your market or are required by your request for Services, such supplemental terms will be disclosed to you in a separate disclosure or in connection with, but prior to, the performance of the applicable Services by Third Party Providers (as defined below). Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Services. In the event of a conflict between any supplemental terms and these Terms, the supplemental terms shall prevail but only with respect to the Services to which the supplemental terms apply.

2.0 Payment

After your order for Services is complete and you have received the Services, All In Movers will send you an e-mail for the final invoice amount (the "Charges"). All remaining Charges are immediately due and payable, and you are responsible for payment of all Charges for Services ordered and received through All In Movers. You authorize All In Movers to charge the credit or debit card that you provide when placing your order for Services for all Charges. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by All In Movers. If the charge to your credit or debit card is declined, you authorize All In Movers to use a secondary payment method provided by you, if applicable. In the event that All In Movers brings an action to enforce its right

to payment of the Charges hereunder, All In Movers will be entitled to recover, in addition to all other amounts and relief, its reasonable costs and attorneys' fees.

3.0 REFUSAL OF SERVICE

You acknowledge and understand that, notwithstanding anything herein to the contrary, All In Movers has, and shall at all times retain, the right to refuse or cancel an order for Services at any time for any reason. The circumstances that may warrant a refusal or cancellation of Services, include, but are not limited to, the following circumstances:

Evictions

All In Movers may cancel an order for Services if you, or someone else at the location to be serviced, is being, is in the process of being, or has been evicted.

Prohibited Property

All In Movers may refuse to provide or limit the Services and/or your order may be canceled if it is determined, in All In Movers discretion, that the property you have requested to be moved is prohibited by these Terms, including property explicitly prohibited under Section 8.4 hereof.

Dangerous, Hazardous, or Unsanitary Conditions

If the location where the Services are to be performed is either too dangerous, hazardous, or unsanitary, in All In Movers sole discretion, Services may be refused or canceled. For example, your order may be canceled or rescheduled if the location does not meet reasonable cleanliness standards and/or poses a potential health or safety risk (e.g., an unfinished attic, a hoarding scenario, the presence of animal or other human waste products, a flooded or recently flooded location, etc.).

Inclement Weather

In cases of inclement weather, you may be required to reschedule and/or delay your order for Services to another time, or the order may be canceled or refused without a cancellation fee. If Services are nonetheless performed despite inclement weather, you will not be eligible for protection under the Damage Protection Policy described in Section 8 (and its subparts) below for any damages incurred as a result of the inclement weather. Inclement weather can include, but is not limited to, heavy rain, snow, sleet, hail, lightning, and high winds.

Access to property

All In Movers reserve the right to refuse or cancel ordered Services if your property cannot be accessed or is deemed to be, in All In Movers sole discretion, too far away from the location of All In Movers or Third Party's moving vehicle. For example, Services may be refused or canceled because a driveway is too dangerous to traverse or All In Movers would be required to walk 100 yards or more to move each item of property to a moving vehicle. If Services are nonetheless performed and All In Movers are required to walk a significant distance (in All In Movers sole discretion) from the moving vehicle to your personal property, you are advised that you or someone else subject to your direction and control should remain with your personal property at each location to ensure that your personal property is not subject to theft. Personal property lost or stolen because All In Movers must travel a significant distance (in All In Movers sole discretion) between a moving vehicle and your personal property shall not be covered by the Damage Protection Policy described in Section 8 (and its subparts) below.

Narrow Doorways, Hallways, or Stairs

All In Movers may refuse to provide or limit the Services if it is determined, in All In Movers and/or the Third Party Providers' sole discretion, that the property you have requested to be moved cannot be safely moved through a narrow doorway, hallway, or other passageway or cannot be safely moved up or down stairs. In the event that you require All In Movers to continue providing Services after being advised of the danger, you waive any right to receive any reimbursement for damages that may result.

Insufficient Moving Space

In the event that your property will not fit into a moving truck, pod, or other service vehicle, All In Movers may refuse to continue loading any additional property until such truck, pod, or other vehicle has been unloaded.

Unless otherwise provided herein, if your order is canceled or rescheduled based on the foregoing Terms or any other Term in this agreement, you will be subject to all applicable cancellation or rescheduling fees.

4. USER REPRESENTATIONS

By using All In Movers and/or requesting the Services, you expressly represent and warrant that you are legally entitled to enter this agreement and that (1) you are at least 18 years old; (2) you reside in the United States or any of its territories; (3) you own or have legal possession to any and all property to be moved or shipped under this agreement, if applicable; (4) you have carefully read and understand these Terms; (5) to the extent you are requesting moving related services, you have been advised that you should consider obtaining insurance to protect you from loss or damage to your personal property items; and (6) you have the right, authority, and capacity to enter into this agreement. You further represent and warrant that you will abide by the Terms hereof; your participation in using All In Movers and/or requesting Services is for your own personal use; and you will comply with all applicable laws.

5. COMPLIANCE WITH APPLICABLE LAWS

By using All In Movers and/or requesting Services, you agree that (1) you will only use All In Movers and/or request Services for lawful purposes; (2) you will not use All In Movers and/or request Services for sending or storing any unlawful material or for fraudulent purposes; (3) you will not use All In Movers and/or request Services to cause nuisance, annoyance, or inconvenience; (4) you will provide All In Movers with whatever proof of identity they may reasonably request.

6. PROPERTY DAMAGES; All In Movers DAMAGE PROTECTION POLICY

Notwithstanding the foregoing, but subject to certain limitations and exclusions stated herein, All In Movers will agree to provide you with the voluntary damage protection set forth below if you timely file a claim with All In Movers (the "Damage Protection Policy"). All In Movers will not provide you with any other property damage protection other than as set forth below, and by placing an order or booking All In Movers, you understand and agree that you will not be entitled to recover from All In Movers for any other damages to your property, whether such damages arise in contract, tort, or otherwise. PLEASE READ THE FOLLOWING SECTIONS CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS. If you do not agree to All In Movers Damage Protection Policy or are in need of additional protection for your personal or real property, you should not place an order or book a move with All In Movers or you should obtain additional insurance protection from a third party insurance carrier for your personal or real property prior to the performance of any Services.

Note that you may not obtain coverage under the Damage Protection Policy and obtain damages from a Third Party Provider (or any insurance policy insuring such Third Party Providers). By choosing to pursue a claim under the Damage Protection Policy, you hereby waive and release the Third Party Providers from any and all liability for damages that you have sustained as a result of their performance of the Services and agree that the maximum liability for any damages to your personal or real property shall be as set forth herein.

Notwithstanding the foregoing, the Recovery Rate (defined below) and the \$2,000 limitation on liability (described below) shall not apply to a claim by you against a Driver (defined below) for damages caused to your personal property as a result of a motor vehicle accident. Such limitations shall, however, apply to any such claim by you against All In Movers

6.1 Damages To Personal Property Caused By Third Party Providers

If All In Movers provides you with loading, unloading, or other non-transportation help Services damages or loses your personal property while moving your personal property, including, while loading or unloading your personal property in a transportation vehicle provided by you, another company, or a Third Party Provider and your personal property is damaged in transit (i.e., during shipment) as a result of the negligent packing of your personal property in a transportation vehicle by All In Movers or by the negligent driving

of the Driver, All In Movers will assume liability for your damaged personal property items at a rate of sixty cents per pound (\$.60/lb.) per item damaged (the "Recovery Rate"); provided, however, that All In Movers maximum liability per shipment or order shall not exceed \$2,000. For the avoidance of doubt, All In Movers will not assume any liability for any damages that occur in transit if you have ordered only hourly labor and not additional transportation Services, or if you have ordered only transportation services. (In other words, All In Movers will not assume any liability for any damages that occur in transit if you have not ordered Moving Services but only Hourly Labor help or only a Driver.) In addition, if you have ordered only Hourly Labor, All In Movers maximum liability for such order shall be reduced and shall not exceed \$1,000 per order.

By way of example, but not limitation, to illustrate how the Damage Protection Policy applies, if you have ordered both transportation and labor services and All In Movers fails to adequately secure and wrap a 75-pound headboard with sufficient protective padding and the headboard is significantly scratched during shipment, All In Movers will assume liability for a total of \$45.00 (75 pounds multiplied by 60 cents) if you timely file a claim for damages with All In Movers. Similarly, if you have ordered both transportation and moving services through All In Movers and a 100-pound mirror is completely shattered during shipment due to a All In Movers' negligent packing of the mirror or the negligent driving of a Driver, All In Movers will assume liability for a total of \$60 (100 pounds multiplied by 60 cents) if you timely file a claim for damages with All In Movers. However, in no event will All In Movers be liable for in excess of \$2,000 for the total shipment or order. On the other hand, if you order only packing services or labor only services to assist you in packing a container for shipment by a third party transportation company and the same mirror is shattered during shipment, All In Movers will not assume any liability for the broken mirror. However, if All In Movers drops the same mirror while moving it into the container for shipment and such mirror is damaged, All In Movers will assume liability for a total of \$60 (100 pounds multiplied by 60 cents) if you provide evidence, in All In Movers' sole discretion, that the damages occurred prior to any shipment and timely file a claim for damages with All In Movers pursuant to the provisions below. In no event, however, will All In Movers total liability exceed \$1,000 for the packing or labor only services. In addition, if you order only transportation services and you pack and load such 100-pound mirror into the transportation vehicle provided by a Third Party Provider, and your mirror is broken during shipment, All In Movers will not assume any liability for such damages. You acknowledge and understand that, if you order only transportation services, you are responsible for ensuring that your property is properly loaded and unloaded and secured and protected for shipment. In the event that any property is damaged due to a motor vehicle accident or other negligence of any motor carrier or driver, your sole remedy shall be to pursue a claim with such motor carrier or driver.

For purposes of determining the weight of a particular item that qualifies for protection under the Damage Protection Policy, each shipping piece or package and the contents thereof shall constitute one item. In addition, the component parts of any single item disassembled for the purposes of handling, loading, and/or transporting such item shall constitute one item.

If you have personal property that significantly exceeds the Recovery Rate (e.g., an item valued at \$5,000 that weighs only 50 pounds would be worth \$100 per pound in contrast to the maximum Recovery Rate of \$.60 per pound) or if you have ordered only packing or labor only services that will not qualify for the Damage Protection Policy for damages that occur during transit, All In Movers strongly advises that you take extra precautions to ensure the safety and security of your items, including, but not limited to, by wrapping and protecting the items with your own materials prior to handling by All In Movers, ordering or providing extra padding and other packing materials for All In Movers to use to secure and protect the item, directing All In Movers to take extra precautions with your items, moving or transporting the items yourself, and/or purchasing third party insurance for such items. Personal property that may significantly exceed the Recovery Rate includes, by way of example, but not limitation, jewelry, silverware, china, furs, antiques, oriental rugs, computer software, paintings, statues, fine art, custom furniture, and electronics devices.

By receiving and accepting the Services, you expressly acknowledge and understand that you shall not be entitled to any other damages to your personal property, whether to high priced items, items of sentimental value, or otherwise, other than as set forth herein or in a separate signed writing between you and a Third Party Provider, regardless of whether such damages are negligently or intentionally caused by any All In Movers services (if applicable).

6.2 Damages To Real and Certain Other Related Property Caused By Third Party Providers

If All In Movers causes damage to your real property while performing the Services and you timely file a claim for damages, All In Movers will only assume the following liability for damages, provided that all your damages, whether to real or personal property shall be subject to the maximum total per order limitations described above (\$1,000 for Hourly Labor Help / packing Services and \$2,000 for Transportation and hourly labor Services):

Damages to Wood Floors

In the event that wood floors are damaged, All In Movers will only repair or replace the local area damaged. All In Movers will not resurface or refinish the entire floor and does not guarantee an exact match with any original pre-Services finish. In addition, All In Movers will only offer the reasonable market rate, in its sole discretion, for repair of the local area damaged.

Notwithstanding the foregoing, All In Movers will not pay for any minor nicks or scratches or dents to wood flooring that, in All In Movers' sole discretion, may be expected as part of completion of the Services. You should cover your wood flooring with protective materials, including, but not limited to, ram board or other floor protection rolls, doormats, cardboard, rugs, or runners, prior to receiving any Services. You should also ensure that any furniture that you need moved is placed on sliders or that sliders are made available to All In Movers. In addition, if you do not have any covering for your wood flooring, you should not permit All In Movers to use any dollies or other hand trucks, which may be more likely to cause damage to your wood floors.

Damages to Handrails, Walls, Doors, and Drywall

All In Movers will not be liable for what All In Movers, in its sole discretion, determines are minor nicks, scratches, or scuffs to the real property, including, but not limited to, any paint damage, that you may incur as a result of the All In Movers performance of the Services. All In Movers may, but shall not be required to, assume liability for what All In Movers determines, in its sole discretion, constitutes significant damage to handrails, walls, doors, and/or drywall. In such case, All In Movers will, at its option, either (i) repair the damage to the extent necessary to restore it to the same condition in which it existed prior to your receipt of the Services or (ii) pay you for the cost of such repairs based on a reasonable market rate for such services, as determined by All In Movers in its sole discretion.

Damages to Mailboxes

If All In Movers damages your mailbox while performing the Services, All In Movers will offer to, at its option, either (i) repair the damage to the extent necessary to restore it to the same condition in which it existed prior to your receipt of the Services, (ii) pay you for the cost of such repairs based on a reasonable market rate for such services, as determined by All In Movers in its sole discretion, (iii) replace the damaged mailbox with one of like kind and quality, or (iv) pay you for the cost of a replacement.

All In Movers will not be liable for any other damages to your real property, including, but not limited to, for any damages to lawns, landscaping, sprinklers, sidewalks, or driveways (including, without limitation, any cosmetic damage to driveways or other concrete or paved areas). You should not allow any transportation or other vehicles to park on your driveway or sidewalks if they are not capable of supporting such vehicles or if you are concerned that they may damage your driveway, sidewalks, or lawn. You should notify All In Movers prior to arriving to perform the Services so that they may make arrangements to park on a street or other designated area.

6.3 Filing Claims Under The Damage Protection Policy

If you have sustained damages to your personal or real property as a result of your receipt of the Services All In Movers, you must file a claim for damages within five (5) business days after you receive the Services at issue, unless a longer period ("Extended Claim Period") is provided in a separate, written agreement between you and All In Movers. A claim for damages must be filed within the five (5) day claim period or the Extended Claim Period, if applicable, (the "Claim Limitations Period") regardless of any other dispute that you may have. Claims may only be filed by the individual that booked the order for Services or the owner of the personal or real property damaged by All In Movers. Failure to timely file a claim within the Claim Limitations Period will result in an absolute bar to any claim that you have against

All In Movers or its subsidiaries or affiliates for damages to your personal or real property, regardless of whether such damages arise in contract, tort, or under any other legal theory.

To file a claim for damages under All In Movers Damage Protection Policy, you must contact the All In Movers by submitting a request to allinmoversllc@gmail.com or, or by requesting to speak with the Manager or Owner at 208-790-1338. All In Movers will provide you with a damage claim form that you must complete and submit with all relevant documentation within the Claim Limitations Period. Relevant documentation includes, but is not limited to, a description of the damaged property, the nature of the damages, the weight of the item(s), and any pictures evidencing your damages. Your damage claim is not considered filed until you have submitted a completed damage claim form with All In Movers. When submitting a claim to All In Movers all claims for damages must be included in the original claim.

Additional claims for damages based on the same order for Services that are submitted after the original claim has been filed will not be accepted and shall be deemed waived.

Once your claim has been filed, you agree to cooperate with All In Movers in its investigation into your claim (e.g., by submitting documentary and other evidence requested by All In Movers, including, without limitation, additional pictures). If you fail to cooperate with All In Movers while it is assessing the claim or if your claim is not resolved within thirty (30) days due to some action or inaction on your part, All In Movers may, in its sole discretion, deny your claim in its entirety, and you agree that neither All In Movers nor any of its subsidiaries or affiliates will be liable for any damages to your property.

After All In Movers has reviewed your claim and any evidence submitted by you in support of your claim, All In Movers will issue you a claim settlement offer. You must accept or reject the settlement offer within thirty (30) days of the date that you received Services, unless the offer is made more than thirty (30) days after you received Services; in which case, your offer will state the amount of time you have to accept or reject the settlement offer. For example, this means that if you receive a settlement offer fourteen (14) days after you received Services, you will have sixteen (16) days to accept or reject the settlement offer. Your claim should be resolved within thirty (30) days of your receipt of the Services at issue. If you do not respond to a settlement offer after receipt and within such thirty (30) day window, your claim will be denied in its entirety, and you will not be entitled to any damages under the Damage Protection Policy.

6.4 Specific Exclusions From The Damage Protection Policy; Additional Limitations of Liability
Notwithstanding anything herein to the contrary, including the foregoing discussion of the Damage Protection Policy, All In Movers and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, shall not be liable for any of the following damages or claims:

Pre-Existing Damages

You are required to disclose any pre-existing damages to All In Movers prior to your move. In addition, All In Movers reserves the right, in its sole discretion, to declare a damage as pre-existing based on its investigation of your claim if, after a good-faith review, facts and circumstances warrant such a determination.

Minor Damages

All In Movers will not pay any damages for minor dents or small nicks or scratches caused by All In Movers to your property as a result of your receipt of the Services. You expressly acknowledge and agree that minor dents or small nicks or scratches are typical of any move and cannot be prevented.

Particleboard Furniture

Bellhop will not be liable for damage to any particleboard, chip-core, or pressboard furniture.

Natural Materials

Marble, slate, and stone material items are prone to weakness and cracking overtime. All In Movers will not be liable for damaged items made exclusively of (or a composite of) natural materials.

Completed Repairs

All In Movers will not pay any damages that have been repaired or replaced by you or someone else at your request prior to you filing a claim with All In Movers or, if completed after a claim has been filed, if

completed without the written consent of All In Movers. You should not repair or replace property before resolving your claim with All In Movers unless you have obtained prior written consent from All In Movers.

Certain Electronics and Appliances

All In Movers will not be liable for electronics or appliances that fail to operate after being shipped and/or reconnected. You acknowledge and understand that electronics and appliances are not tested prior to shipment, and as such, it will not be possible to determine whether a damage has occurred due to handling or shipment. In addition, All In Movers will not be liable for any structural plumbing, electrical systems, or water damage associated with electronics or appliances that are handled by All In Movers. All In Movers requires all appliances to be disconnected, uninstalled, and drained (if necessary) by you prior to moving such items. In addition, All In Movers will not be liable for any damages caused to an electronics device (including, without limitation, any television or other display monitor) that is not properly boxed and protected before handling by All In Movers. You should never allow a television or other display monitor to be shipped or otherwise transported without proper protective packaging and securement.

Oversized and Extremely Heavy Items

All In Movers will not be liable for any damages to items that weigh in excess of 300 pounds or for any items that exceed the clearance of hallways, stairways, or doorways where such items are not disassembled prior to being moved by All In Movers. Common oversized or extremely heavy items include, but are not limited to, certain musical equipment (such as grand pianos), pool tables, hot tubs, ceramic grills, full-size copiers, fireproof cabinets/safes, grandfather clocks, workbenches, exercise equipment, gun safes etc.

Non-Inventoried Items

Prior to your service date, you may submit an inventory of your personal property. All In Movers will not be liable for any damages for items lost or stolen that are not inventoried prior to your receipt of the Services. You acknowledge and agree that, without submission of a documented inventory prior to the service date, there is no way to verify whether any item has been lost or stolen.

Reassembled Items

If you request reassembly of any of your personal property by All In Movers, All In Movers will not be liable for any damages that may arise as a result of the assembly, attempted assembly, or failed assembly of any items whatsoever.

Installations

All In Movers does not arrange for Third Party Providers to install or uninstall washers, dryers, dishwashers, ice machines, water coolers, refrigerators, or electrical equipment. If a Third Party Provider provides any such services, All In Movers will not be liable in any manner for any damages that may arise as a result of the actions or inactions of such Third Party Provider who performed such services. You should not ask any Third Party Provider to provide such services, and you agree to indemnify, defend, and hold All In Movers and its subsidiaries and affiliates harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind, including as imposed by a court of law or by any governmental body or agency, that All In Movers and/or its subsidiaries and affiliates may incur as a result of, arising out of, or in relation to your decision to do so.

Prohibited Items

All In Movers will not be liable for any damages to personal property that All In Mover employees are prohibited from moving or transporting, as applicable. Prohibited items include, but are not limited to: hazardous materials, such as combustible liquids (alcoholic beverages, acids, oils, paints, etc.), compressed gases (aerosols, engine starter fluids, scuba diving tanks, etc.), explosives (ammunition, loaded guns, propane tanks, etc.), flammables (ammonia, bleach, gasoline, motor oil, petroleum products, etc.), perishables (frozen food, plants, produce, refrigerated food, etc.), contraband or other items prohibited by federal or state law (illegal drugs, etc.), stolen property, and other property which you do not have a lawful right to possess.

Evictions

Although All In Movers retains the right to cancel, and All In Movers may refuse to complete, an order for Services in the event that you or someone else at the location to be serviced is being evicted, in the event that an order for Services is nonetheless completed, you will not be eligible for any protection under the Damage Protection Policy and agree to indemnify, defend, and hold All In Movers and its subsidiaries and affiliates harmless from and against any and all expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind that All In Movers and/or its subsidiaries or affiliates may incur as a result of, arising out of, or in relation to your or someone else's eviction.

Fraudulent Misrepresentations of Weight

Bellhop will not pay any damages for any items based on weights that appear, in All In Movers' reasonable discretion, to be inaccurate or a misrepresentation of the items' true weight.

Negligent Packing by You or Your Agents

All In Movers will not be liable for damages to items caused by, in All In Movers' reasonable discretion, your or your agents negligent packing of the items.

Exclusions for Packing Services

In the event that you only order packing services, neither All In Movers, nor its subsidiaries or affiliates, or their respective employees, agents, or contractors, will be liable for: (i) any damages reported after Third Party Providers leave your property, (ii) any damages that occur in transit, (iii) any damages that occur during unpacking, or (iv) any damages due to the handling of your property by your or your agents or any other third party that is not authorized by All In Movers. In addition, neither All In Movers, nor its subsidiaries or affiliates, or their respective employees, agents, or contractors, will be liable for any property that is lost or misplaced for any reason. You acknowledge and understand that there is no way for All In Movers or any Third Party Provider to verify lost or misplaced property because neither All In Movers nor any Third Party Provider is handling the shipment or otherwise unpacking the items after shipment.

Items of Extraordinary Value and Certain Other Valuable Items

All items of extraordinary value are excluded from the Damage Protection Policy unless such items are identified by you or your authorized agent on an inventory list and submitted to All In Movers prior to your service date. In addition, the following valuable items are excluded from the Damage Protection Policy: (i) cash, checks, deeds, bills, negotiable instruments, or other valuable documents; (ii) coins, credit cards, postage stamps, and trading stamps; (iii) jewelry, precious stones, or articles manufactured there from; (iv) fire arms; (v) perishable goods; (vi) prescriptions; and (vii) medical devices.

An "item of extraordinary value" is defined as an item that is valued at more than \$100 per pound, such as antiques, silverware, china, furs, paintings, etc.

Tasks Performed at You or Your Agent's Request

Neither All In Movers, nor its subsidiaries or affiliates, or their respective employees, contractors, or agents, shall be liable for any damages that arise as a result of any All In Mover employee, or other Third Party Provider following directions given by you or your agents, and you agree to indemnify, defend, and hold All In Movers and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind that All In Movers and/or its subsidiaries or affiliates, or each of the foregoing entities' employees, contractors, or agents, may incur as a result of, arising out of, or in relation to you or your agent's directions.

Consequential or Incidental Damages

As set forth more fully in Section 7.2 below, neither All In Movers, nor any of its subsidiaries or affiliates or their respective contractors, employees, or agents shall be liable for any consequential or incidental damages that may arise due to any service failure, including, but not limited to, any failure to start or complete the Services. By way of example, but not limitation, this means that All In Movers shall not be

liable for any damages that you may incur if your move or other Services are unable to be performed or completed on a scheduled date.

Acts of God and Other Similar Circumstances

Neither All In Movers, nor its subsidiaries or affiliates, or their respective employees, contractors, or agents, shall be liable for any damages caused by or resulting from an act of God; war hostilities; rioting; fire; explosion; flood; sabotage; transportation or labor strike, lockouts, or injunctions; compliance with governmental laws, regulations, or orders; or any other cause whether or not of the same class or kind enumerated herein which affects performance of the Agreement arising from or attributable to acts, events, omissions, or accidents beyond the reasonable control of the Company or the Service Providers.

6.5 Personal Injuries

For your safety, you are asked not to participate in any loading, unloading, or moving of property or in any other Services. To the extent that you or your agents or family members choose to do so, you acknowledge and agree to indemnify, defend, and hold All In Movers and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind that All In Movers and/or its subsidiaries or affiliates, or each of the foregoing entities' employees, contractors, or agents, may incur as a result of, arising out of, or in relation to you or your agents or family members' decision to do so. You are also not allowed to at any time walk, stand, run, jump, or be in the inside of All In Movers' truck or walking ramp.

Notwithstanding the foregoing, if you order transportation services only, you may be provided access to certain moving equipment, including, but not limited to, hand trucks, appliance dollies, moving pads, ratchet straps, etc. (collectively, the "Moving Equipment"). YOU ACKNOWLEDGE AND UNDERSTAND THAT NEITHER ALL IN MOVERS NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE MOVING EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE MOVING EQUIPMENT IS, OR WILL BE, SUITED FOR YOUR INTENDED USE OR THAT IT IS FREE FROM DEFECTS. You assume all risks inherent in the operation and use of the Moving Equipment and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Moving Equipment. Neither All In Movers nor any of its subsidiaries or affiliates shall be responsible to you or to any other party, including any of your agents, for any loss, damage, or injury (including, but not limited to, any personal injury (including death), loss of profits, business interruption, or other special or consequential damages) caused by, resulting from, or in any way connected with the Moving Equipment or its operation or use, or any defect with respect thereto. You agree to defend, indemnify, and hold All In Movers and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from and against any and all liability, claims, and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, or rental of the Moving Equipment by you or any other third party not authorized by All In Movers, however caused. You agree to inspect each piece of Moving Equipment prior to its use to ensure that such Moving Equipment is in good working order and repair and to notify All In Movers and the Driver providing the Moving Equipment immediately in the event that any piece of the Moving Equipment is damaged, unusable, or unsafe to use. In the event that any Moving Equipment is damaged, unusable, or unsafe, All In Movers will arrange for a replacement piece of Moving Equipment to be provided if available. You acknowledge and agree that your sole remedy for any failure or defect in the Moving Equipment shall be termination of any rental charges accruing after the time of failure. All Moving Equipment must be returned to the truck or other motor vehicle (arranged by All In Movers in connection with your request for transportation services) prior to the Driver's departure from your shipment origin and destination. You agree to reimburse All In Movers or its Third Party Providers for any Moving Equipment that is not returned.

6.6 Disputed Claims

If you dispute All In Movers' handling of your claim for damages under this Section 8, including, but not limited to, any proposed claim settlement under the Damage Protection Policy, you acknowledge and

understand that your disputed claim is governed by the alternate dispute resolution and arbitration provision contained in Section 8 (and its subparts) below and that you must abide by the procedures discussed therein. If you desire to file a claim for arbitration pursuant to Section 8 (and its subparts), or otherwise contest the validity of the arbitration provision, you must commence such claim within eighteen (18) months of the filing of your initial claim with All In Movers.

7: DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

7.1. Disclaimer

ALL IN MOVERS AND THE SERVICES THAT YOU MAY ORDER THROUGH THE ALL IN MOVES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ALL IN MOVERS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, UNLESS OTHERWISE PROVIDED HEREIN, ALL IN MOVERS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF ANY SERVICES ORDERED THROUGH ALL IN MOVERS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. BY ORDERING AND/OR RECEIVING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL, OR OTHERWISE OBJECTIONABLE AND THAT THE USE OF ALL IN MOVERS SERVICES IS AT YOUR OWN RISK AND JUDGMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL IN MOVERS HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SERVICES PROVIDED TO YOU BY ANY THIRD PARTY PROVIDER. FURTHERMORE, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT ALL IN MOVERS IS NOT AN EMPLOYER OF ANY THIRD PARTY PROVIDER, THAT THE THIRD PARTY PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED, AND THAT THE ENTIRE RISK ARISING OUT OF YOUR RECEIPT OF THE SERVICES REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

7.2. Limitation of Liability

ALL IN MOVERS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND CONTRACTORS SHALL HAVE NO LIABILITY UNDER THE TERMS OF THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 (AND ITS RESPECTIVE SUBPARTS 8.1 THROUGH 8.6) ABOVE, UNLESS OTHERWISE SET FORTH IN A SIGNED WRITING BETWEEN YOU AND AN AUTHORIZED REPRESENTATIVE OF THE PARTY TO BE CHARGED. FOR THE AVOIDANCE OF DOUBT, ALL IN MOVERS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND CONTRACTORS' MAXIMUM LIABILITY PER ORDER SHALL NOT EXCEED \$1,000 FOR REQUESTS FOR ONLY PACKING AND LABOR MOVING SERVICES OR \$2,000 FOR REQUESTS FOR PACKING/MOVING SERVICES AND TRANSPORTATION SERVICES, AND IN NO EVENT WILL ALL IN MOVERS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE, AGENTS, EMPLOYEES, AND CONTRACTORS' LIABILITY TO YOU FOR ANY DAMAGE TO YOUR PERSONAL OR REAL PROPERTY EXCEED SUCH LIMITATIONS FOR ONE ORDER. IN ADDITION, ALL IN MOVERS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, AND CONTRACTORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST DATA, PERSONAL INJURY (INCLUDING DEATH), OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO THESE TERMS, YOUR ORDER FOR SERVICES, AND/OR THE SERVICES PERFORMED BY THIRD PARTY PROVIDERS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER ARISING IN CONTRACT,

WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCTS LIABILITY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY), AND EVEN IF ALL IN MOVERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Indemnity

You agree to indemnify, defend, and hold All In Movers, its subsidiaries, and affiliates, and their respective officers, directors, employees, agents, and contractors harmless from and against any and all claims, demands, fines, judgments, penalties, damages, losses, liabilities, and expenses (including attorneys' fees) relating to or arising from: (i) your violation of any third-party right, including, without limitation, any right to privacy, publicity rights, or intellectual property rights (including any User Content submitted by you); (ii) your wrongful or improper use of All In Movers' Services; (iii) any actual or alleged breach of the Terms or your representations, warranties, and obligations set forth in these Terms; (iv) your violation of any rights of another, including any of the Third Party Providers or any other User; (v) your violation of any law, rule, or regulation of the United States or any other country; and (vi) your negligence or willful misconduct (including any negligence or willful misconduct in packing any personal property for shipment or relocation by a Third Party Provider).

This obligation and any other indemnification obligation set forth in these Terms will survive the termination of these Terms and/or your use of All In Movers.

8. DISPUTE RESOLUTION

8.1 Informal Dispute Resolution

Prior to pursuing any other available remedy, including arbitration pursuant to the provisions below, you agree to attempt in good faith for a period of sixty (60) days (the "Informal Dispute Resolution Period") to negotiate a resolution of any dispute, claim, or controversy that you may have against All In Movers or any Third Party Provider or any dispute, claim, or controversy otherwise arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof; your use of the All In Movers; or your order for, receipt of, or the performance of the Services (collectively, the "Disputes"). The Informal Dispute Resolution Period shall commence on the first day that you submit written notice of your Dispute(s) to All In Movers.

8.2 Arbitration

If the parties are unable to resolve any Dispute during the Informal Dispute Resolution Period, you agree that such unresolved Dispute or Disputes will be settled by final and binding arbitration between you and All In Movers, provided, however, that each party retains the right (without any requirement to negotiate during an Informal Dispute Resolution Period) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and All In Movers are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and All In Movers otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of Sections 8.2 through 8.7 hereof will be deemed void and severable. Except as provided in the preceding sentence, Section 8 of these Terms (and each of its respective subparts) will survive any termination of this agreement.

8.3 Arbitration Rules and Governing Law

Unless otherwise agreed to by you and All In Movers, the arbitration of all Disputes will be administered by a single arbitrator of the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by Section 8 hereof (and its respective subparts). The AAA Rules are available at www.adr.org/Rules or by calling the AAA at 1-800-778-7879. The arbitration shall be governed by the Federal Arbitration Act or, if the Federal Arbitration Act is found not to apply, the laws of the State of Tennessee.

8.4 Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at: <https://www.adr.org/sites/default/files/Commercial%20Demand%20for%20Arbitration.pdf>. The written Demand for Arbitration shall include identification of the parties, a statement of the legal and factual basis for the claim(s), and a specification of the remedy sought and shall be served by hand, by first class mail, return receipt requested, or by certified mail to All In Movers at the following address: All In Movers. 1724 Pioneer Dr. Lewiston, ID 83501

8.5 Arbitration Location and Procedure

Unless you and All In Movers agree otherwise, the arbitration will be conducted in Lewiston, Idaho. If your claim does not exceed \$10,000, then, the arbitration will be conducted solely on the basis of documents you and All In Movers submit to the arbitrator unless you request a hearing and the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

8.6 Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator bases the award. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this arbitration provision, and any award of damages must be consistent with Sections 6, 7, and 8 hereof (and their respective subparts), including their respective limitations of liability. The arbitrator may award declaratory or injunctive relief in such Dispute. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8.7 Fees

The parties shall be responsible for their own respective arbitration expenses, including attorneys' fees, unless otherwise provided by applicable state or federal law.

9. OTHER THIRD PARTY INTERACTIONS; DISCRIMINATION

9.1 Other Third Parties

While using All In Movers requesting or receiving Services, you may enter into correspondence with or purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers, or sponsors showing their goods and/or services through the All In Movers. Any such activity and any associated terms, conditions, warranties, or representations are solely between you and the applicable third party. All In Movers and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, transaction, or promotion between you and any such third party. All In Movers does not endorse any sites on the internet that are linked through the All In Movers Apps and/or Websites, and in no event shall All In Movers or its licensors be responsible for any content, products, services, or other materials on or available from such sites or third-party service providers. You recognize, however, that certain third-party service providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and All In Movers disclaims any and all responsibility or liability arising from such agreements between you and the third-party service providers.

9.2 Discrimination

You agree that you will not refer or include All In Movers to engage in any form of discrimination or harassment, including when providing any ratings or other feedback following completion of the Services or by any Third Party Provider. Specifically, you agree that you will not discriminate against or harass any User or Third Party Provider on the basis of any such User or Third Party Provider's race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws. If you are not able to comply with this Section 11.2, you may not use All In Movers.