

Your registration with Move My Dorm (MMD) powered by Taggabox and your purchase of our services is subject to the following Terms and Conditions.

PLEASE READ THE TERMS BELOW BEFORE REGISTERING OR PURCHASING OUR SERVICES. IF YOU WISH, YOU MAY PRINT A COPY OF THESE TERMS FOR YOUR REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT REGISTER WITH THIS WEBSITE OR PURCHASE OUR SERVICES.

Upon purchase and submission of payments to purchase our services, you acknowledge and accept the Terms as listed below.

## 1. Service Description

Move My Dorm's services consists of coordinating the pickup, shipping, storage and delivery of personal items using various third party subcontractors selected by MMD, such as moving companies, delivery companies and storage facilities. MMD does not have liability for the acts or omissions of these third parties. MMD does not at any time take physical possession of your personal items.

## 2. Registration Information

In order to purchase our services, you must first register on our website and pay the deposit. This allows us to get your information into our system so that we can more easily process your orders. Registration and the requisite deposit is required prior to ordering each individual service.

Upon registration for our services, a small amount of personally identifying information is necessary. Required registration information includes your name, address, phone number, email address and other personally identifiable information. By registering with MMD you are agreeing to the collection and use of your information in the following ways:

- ; To personalize your experience (your information helps us to better respond to your individual needs)
- ; To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you)
- ; To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)

## ; To process transactions

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

### ; To send emails

The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

MMD is not responsible for any errors in the information that you submit to MMD in registering or placing your orders, including without limitation any additional fees or misdeliveries that may result from your errors.

### 3. Card Information

All payments must be made by credit or debit card. MMD does not accept payments in the form of cash or check. You should never provide any MMD representative any checks or cash under any circumstances.

Card information and payments will be processed through Authorize.net, a third party service provider. MMD will not store Cardholder Data or Sensitive Authentication Data in its own servers. However, the card used for registration fees will be kept on file with Authourize.net. This card on file will be used to charge any service charges or related fees. You will not be invoiced or notified prior to MMD charging your card on file. You may change the card on file by contacting MMD representatives.

In the event that MMD is unable to process your credit or debit card information for any reason, you acknowledge that you remain indebted to MMD until the balance due is submitted by you and received by MMD. Should you fail to pay the remaining balance, MMD reserves the right to retain your belongings until full payment is received. You understand and acknowledge that delayed payments may cause delivery delays and rescheduling fees that may result from rescheduling delivery. Balances for storage services that are not paid within the storage period may result in the holding of the items as collateral until payment; if payment, is not received your belongings will be deemed abandoned and may be auctioned.

#### 4. Prices and Fees

All prices and fees for our services may be found at our current price list located at: https://www.movemydorm.com/college-storage/. Prices are subject to change without notice. The price for your service order on the date and time you place your order is the applicable price for your order.

In addition to the prices, various fees may apply as described below for special arrangements or changes. MMD will charge and you agree to pay any of the fees that apply to you. These fees are necessary to compensate MMD for its additional expenses incurred as a result of the deviation from the standard procedures and practices of the MMD services.

All promotional discounts apply only to the list price of your selected services. Discounts do not apply to any additional fees.

Prices for storage services are per each 4-month storage period as defined as summer, fall semester or spring semester.

If you choose a shipping service, any shipping fees will be charged to you in addition to the MMD services. Shipping services are \$50.00 (service fee per box) plus the cost of shipping to your specific location – this depends upon the number of items, weight and destination.

Accounts with an outstanding balance after 30 days from the time of pickup will be assessed a \$50 late payment fee. This fee will be applied for each subsequent 30 day period in which the account carries a balance. Items will be held by MMD until balance is paid in full.

5. Packing in the midst of the COVID-19 Pandemic

The procedure at this time is as follows:

- 1. Students make their reservation for our service at movemydorm.com/reserve
- 2. The reservation is forwarded to the school's Housing Department.
- 3. The Housing Department approves the day and time when the student's dorm can be accessed by our staff and provides a contact and location to grant staff access.
- 4. Our staff provides their identification and is required to check in and out of the school's housing facility.
- 5. Boxes are provided for packing, storage and shipping.

- 6. On the day of packing the student or parent receives a phone call to ensure packing is completed with proper instruction.
- 7. An inventory list of all the items picked up is completed and a copy is sent to the student via email upon request.
- 8. The items are stored or shipped based on the instruction provided by the student

# 6. Contract Signatures

At the time of ordering services, as well as prior to delivery, you will be allowed to designate an alternate contact for your order ("Alternate Contact"). Choose your Alternate Contact wisely as this individual will be entrusted with your belongings in your absence, for signing for pickup or delivery, for authorizing the charge for the services to the card on file, and for confirming the physical state of your belongings on delivery. Your Alternate Contact can be changed by contacting MMD. MMD is entitled to rely upon the representations made by your Alternate Contact and by identifying your Alternate Contact you hereby authorize them to sign on your behalf to approve card charges, transfer custody of your Items, and confirm their delivery and physical state at delivery. You may not dispute or challenge charges or the physical state of your Items as approved by your Alternate Contact.

# 7. Storage Services

Your Items will be stored at our climate controlled storage facility. A "climate controlled facility" does not mean the facility is air-conditioned. A "climate controlled storage facility" is a storage facility with ventilation that maintains a reasonable temperature for storage.

Maximum storage period included in storage service pricing for each Item is four (4) months.

### 8. Abandonment

In the event that you do not schedule a delivery date for your Items and MMD is unable to charge your card for the additional storage period, and no other arrangements are made with MMD for delivery, pickup or shipping of your Items, the items will be considered abandoned. MMD reserves the right to assume ownership of any abandoned items 10 days post the last date of the standard delivery period for your storage period. Abandoned items may be auctioned or otherwise sold.

# 9. Shipping

In addition to storage services, MMD coordinates shipping services. We can coordinate the shipping of your items home rather than storing them locally. We can also arrange for the shipment or storage of your Items to our facility as part of our "Ship to College" service.

For the Ship to College services, MMD will accept delivery of your Items to our storage facility. MMD will inspect the received Items for exterior damage sustained during the shipment to the warehouse and will notify you of any damage upon receipt.

MMD is only an intermediary for the receipt and forwarding of your shipped Items to UPS. You agree to complete the "Ship from" and/or "Ship to" information correctly within the MMD website when placing your order for shipping services, as well as, specifiy which Items are to be shipped. MMD will transport the Items to UPS as necessary and process the payment for the shipment to your card on file with MMD.

MMD is not liable for the errors or omissions of any shipping carrier. UPS delivery dates are not guaranteed but are an estimated arrival date based on standard transit times provided by UPS. However, in the event of damage during shipping, MMD will use its reasonable efforts to assist with any claim against the shipping carrier.

#### 10. Restricted Items

MMD cannot receive, deliver, store or ship dangerous Items. You agree that your Items do not and may not consist of any firearms, hazardous or illegal materials as defined by any federal, state, provincial, or local government in the U.S. Liquid Items, food or other Items that may impose a risk to your or others' belongings may not be stored or shipped. In addition cash, jewelry and collectables may not be stored or shipped.

MMD reserves the right to refuse storage or shipment of any Item that MMD deems illegal, hazardous, and/or that may otherwise damage equipment or other items. MMD reserves the right to open and inspect any package remitted to it for storage or shipping as MMD or any of its agents or representatives deem necessary.

In the case your Items consist of any of the above prohibited items, you assume all responsibility and liability for such Items and any damages or losses that result from your failure to adhere to these service restrictions. You will indemnify and hold harmless MMD for any damages or liability related to any of your Items.

### 11. Lost or Damaged Items

MMD's liability to you for any boxed Item is up to the amount of \$100 or for unboxed Items, up to \$0.60 per pound with a maximum of \$100. You agree that the released value of each Item is no greater than \$100 and that MMD's liability on any Item is restricted to \$100.

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

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

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

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

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

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

- 1. Cash
- 2. Coins, jewelry, and collectables
- 3. Items of intangible or indefinable value
- 4. Extremely fragile items (e.g. Glass, mirrors, etc.)
- 5. Damage to electronic equipment if not packed in its original manufacturer supplied packaging container and there is no evidence of physical damage or breakage to its packaging container
- 6. Inadequately packed items
- 7. Concealed and/or internal damage
- 8. Unpackaged items, including furniture that is not wrapped and protected
- 9. Minor damage caused by normal handling (including, but not limited to

scratches, nicks, & cuts)

- 10. Damage to outer storage containers (e.g. plastic totes, suitcases, trunks, etc.)
- 11. Damage due to natural disasters, acts of terror, acts of warfare, or acts of God
- 12. Damage caused to assembled furniture and particleboard
- 13. Any box where liquids or food items are stored
- 14. Loss or damages occurring while the items are not in the possession of MMD

MMD's maximum liability for loss, damage, expense or cost incurred are expressly limited by the terms listed within this Agreement and are limited only to the limited storage period during which Items are in the custody of MMD.

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

# 12. Warranty Disclaimer and Limitation of Liability

MMD is not liable for any indirect, consequential, special, exemplary, or punitive damages resulting from any use of its services. All MMD services are provided "AS IS" and MMD makes no warranty with respect to the services or the outcome of using the services. MMD disclaims any and all warranties, express or implied, with respect to the services including without limitation any implied warranty of merchantability, fitness for a particular purpose and any warranty arising from a course of dealing or usage in trade. In no event may MMD's liability to you or any third party for any loss, damage, expense or cost incurred in excess of the fees paid to MMD or \$100 per Item whichever is greater, even if such remedy should fail of its essential purpose.

## 13. Independent Contractors

In addition to our full time employees, MMD utilizes independent contractors and vendors to perform its services. You recognize the use of these parties and understand that you have no contractual agreement with any of these parties.

#### 14. Affiliation

Move My Dorm is a privately owned limited liability company and is in no way affiliated with or endorsed by any university or college unless otherwise noted.

# 15. Policy and Compliance

Upon registering with us for any of our services, you acknowledge and accept the above stated Terms & Conditions. MMD reserves the right to make changes to their policies and terms and conditions at any time and will provide you with notice on our website if we do so.

### 16. Contact Information

To contact Move My Dorm with any questions regarding our policies and terms and conditions, please email us at info@MoveMyDorm.com