

Moved's Terms of Use

Welcome to moved.com and the Moved mobile device applications. Please read these Terms of Use carefully before using the services offered by Abode, Inc. ("Moved", "us"). These Terms of Use set forth the terms and conditions of our relationship and for your use of the moved.com website (the "Site") and the services, features, content, applications, or mobile device applications offered by Moved and related communications (collectively, the "Services") to you ("you", "your", "user").

IMPORTANT NOTICE: THESE TERMS OF USE CONTAIN AN ARBITRATION PROVISION, WHICH WILL REQUIRE YOU TO SUBMIT ANY CLAIMS YOU MAY HAVE AGAINST MOVED TO BINDING AND FINAL ARBITRATION. IN ADDITION, UNDER THE ARBITRATION PROVISION, (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST MOVED ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SECTIONS REGARDING ARBITRATION.

The Moved Site and Services

1. You understand that Moved provides and facilitates a neutral platform for users to offer, obtain and provide certain services in connection with moving from one residence, commercial space, or office to another, including but not limited to hiring movers; selling, purchasing, or donating furniture or other items; purchasing packing materials; and hiring service professionals, such as cleaners and painters (the "Moving Services") in compliance with Moved's policies. Those who request Moving Services are referred to as a "Requester" and those who provide services are referred to as a "Mover" in this Agreement.
2. You understand and agree that, as a result, even though Moved and its agents may help facilitate various transactions between Requesters and Movers (such an agent, an "Assistant"), Moved is not involved and does not participate in such transactions. As used in this Agreement, a "transaction" shall mean any type of engagement, agreement, booking, or any other type of arrangement between a Requester and a Mover.
3. You understand and agree that, consequently, Moved is not a party to any contracts between any Requester and Mover for any Moving Services, nor does it become involved in the actual provision of Moving Services by a Mover for a Requester.

4. Moved does not itself provide transportation and/or storage or assume carrier, valuation, or insurance obligations. Based on the specifications that a Requester enters into the Site and/or Services, such as inventory and services requested, an Assistant will generate and provide the Requester with quotes from Mover(s), from which the Requester may choose the Mover that best fits his or her needs.
5. A Mover chosen by a Requester via the Site and/or Services may require the Requester to enter into a separate written agreement between Mover and Requester regarding the actual terms for the Moving Services to be provided, which may include, but is not limited to, a written estimate, order for service, insurance policy, purchase agreement, consignment agreement, bill of lading, storage contract, or storage lease.
6. MOVED IS NOT A BROKER OF HOUSEHOLD OR OFFICE GOODS OR SERVICES. MOVED DOES NOT ARRANGE (OR OFFER TO ARRANGE) FOR THE TRANSPORTATION OF HOUSEHOLD OR OFFICE GOODS. MOVED'S ROLE IS LIMITED TO PROVIDING A PLATFORM ON WHICH REQUESTERS CAN MORE EASILY FIND AND DIRECTLY ENGAGE MOVERS. MOVED DOES NOT COUNSEL LESSORS OR LESSEES, SHOW PROPERTIES, NEGOTIATE SALES CONTRACTS, OR HOLD A POSITION OF TRUST AND CONFIDENCE, WHETHER OR NOT IN CONNECTION WITH THE SITE AND/OR SERVICES. MOVED'S ROLE IN THE RENTAL OF STORAGE SPACE IS LIMITED TO PUBLISHING ADVERTISING PROVIDED BY STORAGE OPERATORS AND COMMUNICATING REQUESTER'S NEEDS TO SAID STORAGE OPERATORS FOR PURPOSES OF THE REQUESTER ENGAGING SUCH STORAGE OPERATORS DIRECTLY. NO BROKERAGE RELATIONSHIP OR ANY AGENCY OR FIDUCIARY RELATIONSHIP IS INTENDED TO BE OR SHALL BE DEEMED TO HAVE BEEN CREATED BETWEEN MOVED AND ANY REQUESTERS, MOVERS, AND/OR OTHER USERS.
7. You understand and agree that Moved does not routinely or uniformly review, screen, or vet any users, including but not limited to Requesters and Movers, or the content or information provided by users through the Site and/or Services. Moved does not review, screen, or vet the identity or background of any Requester or Mover.
8. Each Requester should exercise common sense and due caution when meeting and/or giving any Mover access to your residence, commercial space, office, company property, inventory, and/or personal property, just as you would when interacting with someone you do not know. Each Mover should exercise common sense and due caution when meeting and/or accessing any Requester's residence, commercial space, or office, just as you would when interacting with someone you do not know. MOVED IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY MOVER OR REQUESTER, WHETHER ONLINE OR OFFLINE, AND WILL NOT BE LIABLE FOR ANY INJURY, DAMAGE, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY MOVING SERVICES. BY USING THE SITE AND/OR SERVICES, YOU AGREE THAT MOVED SHALL NOT BE HELD LIABLE FOR ANY DAMAGE TO PERSONS, PROPERTY, OR PREMISES THAT MAY ARISE OUT OF ENGAGING A MOVER VIA THE SITE AND/OR SERVICES.

9. You understand and agree that Moved does not and cannot exert any control over the accuracy, efficiency, effectiveness, or other aspects of the Moving Services advertised or performed by a Mover through the Site and/or the Services, nor the authority of either the Movers or the Requesters to enter into any transactions and that accordingly, Moved cannot provide any assurance or guarantee that any user will actually conclude any transaction.
10. You understand that Moved strongly encourages that you use and employ the communication tools made available through the Site and Services to communicate with your Assistant in order to glean as much information as possible regarding any transaction you intend to enter into.
11. You understand and agree that, since Moved is a platform, it cannot bear responsibility or liability for any materials or information (including without limitation, text, identities, images, content, listings, copy, descriptions, and prices) posted by any user, including you, on the Site and/or the Services.
12. You understand and agree that your use of the Site and/or the Services is at your own risk.

The Agreement between Moved and You

1. You understand that by accessing or using the Site or Services, you are agreeing to comply with and be bound by the terms and conditions contained herein ("Terms of Use" or "Agreement", which also incorporates Moved's Privacy Policy).
2. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the Services, the content, products or services provided by or through the Site and the Services, and the subject matter of this Agreement.

You are responsible for reviewing changes to this Agreement

1. This Agreement applies to all users of the Site and the Services, including but not limited to Requesters and Movers.
2. Moved may make changes to this Agreement from time to time without specifically notifying you.
3. Moved will post the latest Agreement on the Site and may post it on Moved's mobile device applications, but it is up to you to review it before using the Site or Services.
4. If you continue to use the Site or Services after any of these changes, your continued use will mean that you have accepted any changes to the Agreement.
5. In addition, some services offered through the Site and the Services may be subject to additional terms and conditions specified by Moved from time to time and your use of such

services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

Your Use of the Site and Services

Your registration and account security

When you use the Site or the Services you may provide Moved certain registration and account information, which Moved will rely on to provide you its products and services. The following are your obligations when creating, registering, and maintaining the security and accuracy of your account:

1. You will register your account in your own name and not the name of another person, alter ego, or other identity.
2. You will create only one account for yourself, and will only use it for the benefit of yourself or another person from whom you have their express consent to use Site and Services for their benefit (a “Beneficiary”). If you use your account for the benefit of a Beneficiary, you shall be solely responsible for obtaining the Beneficiary’s consent to use the Site and/or Services for their benefit, to allow Movers to access the Beneficiary’s home and/or personal property, and to otherwise allow Movers to provide the Moving Services to the Beneficiary. You further hereby agree to this Agreement on behalf of both yourself and any Beneficiary.
3. You will not assign or transfer your account to anyone without first getting Moved's written consent.
4. You will not provide false or misleading information when you register an account.
5. If Moved terminates or disables your account, you may not create another account without first getting Moved's written consent.
6. You will keep your contact and other information requested by Moved (such as phone number, address, etc.) accurate and up-to-date.
7. You will not share your password, let anyone other than you access your account, or do anything that might compromise the security of your account.
8. If you select a username for your account, Moved reserves the right to remove or reclaim it for any reason, including that it is inappropriate in Moved’s sole determination.

Mover Referral Fees and Payments

If you engage a Mover through Moved’s Site and/or Services, you agree to be bound by the following terms in addition to other terms in these Terms of Use:

1. Moved does not charge any fees for you to set up an account.
2. You understand that any and all payment terms are stated in United States dollars.
3. You understand that all payments for Moving Services will be made through Stripe, or any other third party payment facilitator engaged by Moved. By using the Stripe payment processing services you agree to the Stripe Terms of Service available at <https://stripe.com/us/terms>.
4. You agree to ensure that at all times all credit card and payment information supplied by you is accurate and correct and kept updated with Stripe or any third party payment or service facility used by Moved and that you are fully authorized to use such credit card and payment information and Stripe account (or account with any third party payment or service facility used by Moved) for purposes of paying for any purchases.
5. By requesting Moving Services, you hereby authorize us to charge your credit card for the total amount you agreed to for the Moving Services.
6. If, after ordering the Moving Services, you and a Mover agree to reduce or increase the amount to be paid for the Moving Services, or if the Mover is entitled to additional fees based upon a change in scope of the Moving Services, the Mover shall notify Moved and your credit card will be charged for that amount.
7. All payments for Moving Services must be made via the Site and/or Services.
8. Moved retains the right, in its sole discretion, to place a hold on a Requester's credit card for Moving Services that have been ordered by a Requester or completed by a Mover. If you do not notify us of a complaint within seventy-two (72) hours after the Moving Services were completed, Moved will release payment to the applicable Mover and the transaction will be complete.
9. You agree that you are solely responsible for your interactions (including any Moving Services transactions) with any other user in connection with the Services, and Moved will have no liability or responsibility with respect thereto. While Moved reserves the right, it will not and has no obligation to, become involved in any way with disputes between you and any other user of the Services. Moved shall have no liability to you or to the Requestor or Mover for a failed or unsatisfactory transaction.
10. You agree that payment for all applicable purchases and any taxes or additional charges that may be imposed by third parties are your sole responsibility.
11. You understand that your purchase may be final and non-refundable. Refunds may be granted in limited circumstances and at the sole discretion of Moved.

Terms Applicable to Requesters

If you are using the Site and/or Services as a Requester, you agree to the following additional terms:

1. You understand and agree that any and all Moving Services requests or offers you make via the Site and/or Services must comply with any and all current Moved policies.
2. You hereby warrant that you have the full rights and legal authority necessary to allow a Mover to access and perform Moving Services in any premises where you request Moving Services to be performed via the Site and/or Services.
3. You acknowledge and agree that any request for Moving Services is an offer, which is only accepted when a Mover confirms acceptance of your offer.
4. You acknowledge and agree that Movers that provide services may not be available at all times due to prior commitments, illness, leaving the Services, or other circumstances. You shall not be entitled to any remuneration if a Mover cancels Moving Services that you have ordered other than a refund of the applicable fee.
5. Ordered Moving Services may be cancelled at any time by Requesters. If you cancel Moving Services with a total cost of \$500 or more: (a) less than 48 hours, but more than 24 hours, prior to the scheduled start time of the Moving Services, you shall incur a cancellation fee of \$100, or (b) less than 24 hours prior to the scheduled start time of the Moving Services, you shall incur a cancellation fee of \$150. If you cancel Moving Services with a total cost of less than \$500: (x) less than 48 hours, but more than 24 hours, prior to the scheduled start time of the Moving Services, you shall incur a cancellation fee of \$50, or (y) less than 24 hours prior to the scheduled start time of the Moving Services shall incur a cancellation fee of \$75. The fees set forth within this paragraph are hereinafter referred to as the "Cancellation Fees". By requesting Moving Services, you hereby authorize us to charge your credit card for the Cancellation Fees based upon the total amount you agreed to for the cancelled Moving Services.

Terms Applicable to Movers

If you are using the Site and/or Services as a Mover, you agree to the following additional terms:

1. All Movers must maintain all appropriate certifications, licenses, and insurance in compliance with all applicable laws, rules and regulations. Movers shall maintain insurance coverage in amounts no less than required by applicable law. Mover and/or all of Mover's personnel must have a current and valid driver's license in order to operate a motor vehicle in the provision of Mover Services.
2. Movers shall use the proper materials and equipment for the Moving Services to be provided. If you will be moving furniture or other items into or out of a home or building, you will properly wrap and/or protect the Requester's property, as well as the floors, wall corners, and all other surfaces.

3. Movers shall use commercially reasonable efforts to arrive at the agreed upon time and complete the Moving Services within any agreed upon time frame. Movers shall respect the wishes of the Requester and will actively communicate with the Requester as needed to ensure proper performance of the Moving Services.
4. Upon completion of Moving Services by Movers, Moved shall release payment for the Moving Services to Mover; provided, however, there may be a hold on the earnings for up to 4 days (96 hours) after the completion date pending any complaint or dispute by the applicable Requester. You hereby authorize Moved to deduct a referral fee from all Moving Services fees collected from a Requester prior to forwarding payment in order to pay for Moved's operational and technology costs (the "Referral Fee") and any other applicable third-party fees, including but not limited to payment processor fees. When determining your fee for the Moving Services, Movers should keep in mind that Moved's Referral Fee will be deducted from your listed fee. You acknowledge and agree that you are solely responsible for the Moving Services fee you list on the Site and Services.
5. You understand and agree that in connection with the transactions facilitated by the Site and Services, Moved may serve as your limited authorized agent for the purpose of accepting payments from a Requester on your behalf and is responsible for transmitting payments to you. You hereby appoint Moved as your limited agent solely for the purpose of collecting payments from Requesters as described in this Agreement.
6. Movers shall work to expeditiously resolve any complaints, claims, or disputes with a Requester in a respectful manner. While Moved reserves the right, it has no obligation to become involved in any way with disputes between you and any other user of the Site and/or Services, including but not limited to a Requester. If Moved does choose to mediate a dispute, Moved's decision shall be final. If either you or Moved determines that a refund of all or a portion of the Moving Services fee is to be made to the Requester, a full or pro rata portion, as applicable, of the Referral Fee shall be refunded to the Requester. If a Requester cancels Moving Services less than forty-eight (48) hours prior to the start time of the Moving Services, Moved shall charge Cancellation Fees to the Requester, and forward such Cancellation Fees to you, minus the Referral Fee.
7. Moved is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by you, your agents, or your Requesters that are deceptive, fraudulent or otherwise invalid ("Fraudulent Actions"). By using the Site and/or Services, you hereby release Moved from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify Moved of any Fraudulent Actions which may affect the Services. Moved reserves the

right, in its sole discretion, to terminate your account if you engage in, or permit any Mover or Requester to engage in, Fraudulent Actions.

8. Movers may be engaged or employed in any other business, trade, profession, or other activity, including providing Moving Services via means other than the Site and/or Services, including other online technology services. However, under no circumstances shall Movers solicit Requesters referred to you via the Site and/or Services except through the Site and/or Services. Moved reserves the right to charge a Mover, or to deduct from amounts owed to Mover hereunder, a referral fee if a Mover successfully solicits a Requester who was originally referred to Mover via the Site and/or Services to request and pay for Moving Services by any means other than the Site and/or Services.
9. Movers may be removed from the Site and Services at any time for any reason, including but not limited to for violating these or any of Moved's other policies.

No Employment

Moved is a provider of a platform for Requesters to connect with independent providers of services. Moved is not the employer of any Mover on the Site and/or Services. You acknowledge that Moved does not supervise, direct, or control a Mover's work or Moving Services performed in any manner. All Movers on the Site and/or Services provide services to you as an independent contractor, and are not an employee, joint venture, partner, agent, or franchisee of Moved for any purpose whatsoever.

Your personal information

1. You understand and acknowledge that your use of the Site and Services is governed by the Privacy Policy (<https://moved.com/legal/moved-privacy-policy.pdf>). Consent to our Privacy Policy is required before using our Services.
2. Moved will only use personal information in accordance with Moved's Privacy Policy.

Moved may edit or modify anything on the Site or Services without notice

Moved is committed to delivering a positive user experience and you understand that Moved reserves the right (but without undertaking any duty) to edit, monitor, review, delete, modify, or move any content or material provided or placed on or through the Site and the Services in its sole discretion, without notice.

The Services include Mobile Services

The Services include certain services that are available via a mobile device, including (a) the ability to upload content to the Services via a mobile device, (b) the ability to browse the Services and the Site from a mobile device, and (c) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding the Services, Moved, and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

System Requirements for the iOS App

1. In order to use any mobile apps or applications that are part of the Services, you are required to have a compatible device, Internet access, and the necessary minimum specifications (the “System Requirements”). You hereby acknowledge that the System Requirements may change from time to time, without notice, and that Moved makes no representations as to the accuracy of the System Requirements.
2. You may be required to obtain software and/or hardware updates or upgrades from time to time, as may be necessary for the continued use of the Services. You hereby acknowledge and agree that such System Requirements as specified, remains your responsibility.
3. Moved will use reasonable efforts to make the mobile apps or applications that are part of the Services available at all times. However, you acknowledge that the mobile apps or applications that are part of the Services are provided over the Internet and mobile networks, and so the quality and availability of the mobile apps or applications that are part of the Services may be affected by factors outside our reasonable control. You further understand that we cannot guarantee that mobile apps or applications are part of the Services.
4. Moved will use reasonable efforts to make the mobile apps or applications that are part of the Services available at all times. However, you acknowledge that we cannot guarantee that the mobile apps or applications that are part of the Services shall always be available, error-free, or fully functional, and therefore cannot be held liable for any loss of data, content, etc. that results from any such unavailability or non-functionality.

Apple iOS Application Terms

1. If you download the Moved mobile application from the Apple App Store (the “iOS App”), you will use the iOS App only (i) on an Apple-branded product that runs Apple's proprietary operating system software; and (ii) as permitted by the "Usage Rules" set forth in the [Apple App Store Terms of Service](#).
2. You acknowledge and agree that (i) this Agreement is valid only between you and Moved, and that Apple is not a party to this Agreement other than as third-party beneficiary as set forth below; (ii) Moved, not Apple, is solely responsible for the iOS App; (iii) Apple has no obligation whatsoever to provide you with any maintenance or support services for the iOS App; and (iv) Apple will have no warranty obligation to you whatsoever with respect to the iOS App to the maximum extent permitted by applicable law.
3. You acknowledge and agree that, as between Moved and Apple, Moved and not Apple is responsible for addressing any claims you may have related to the iOS App, including but not limited to any product liability or consumer protection claims. You further acknowledge and agree that if your possession and/or use of the iOS App infringes on the intellectual property rights of any third party, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims
4. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

You are responsible for accepting updated versions of the Site and Services

1. If Moved provides updated versions of the Site and/or the Services and you do not accept these updated versions, you may not enjoy the most recent content, feature sets, and materials.
2. If you do not accept updated versions of the Site and Services, Moved shall not bear any responsibility or liability for your decision.

You agree to let us monitor your activity on Moved mobile device applications and the Site and Services

1. Because Moved wants to continue to improve the Site and the Services for the benefit of you, the user, Moved may monitor your activity on Moved mobile device applications, as well as on the Site and Services.
2. By using any Moved mobile device application or the Site and Services you specifically agree to allow Moved to monitor you in this manner.
3. You understand, however, Moved cannot and does not make any warranties or guarantees that: (i) any Moved mobile device applications or the Site and Services, or any component thereof, will be made free from error or inaccuracy as a result of such monitoring or free from unauthorized and/or unacceptable use as a result of such monitoring; (ii) any statements or factual items presented by the Services will be free from error or authenticated; or (iii) Moved will take any action in the event of any non-compliance with these Terms of Use.

You must be 18 or older to use the Moved Site or Services

1. You understand that you may not use the Site or the Services where such use is prohibited.
2. You understand that the Site and the Services are intended solely for users who are eighteen (18) years of age or older and can legally form a binding agreement.
3. Any use of or access to the Site or the Services by anyone under 18 is unauthorized.
4. You represent and warrant that you are 18 or older, and that you agree to abide by all of the terms and conditions of this Agreement.
5. Moved does not knowingly collect information from individuals who are less than thirteen (13) years of age.

It is your responsibility to make sure this Agreement and your use of the Site and Services complies with all laws applicable to you

1. You understand that Moved may, in its sole discretion, refuse to offer the Site or the Services to any person or entity and change its eligibility criteria at any time.
2. You are solely responsible for ensuring that this Agreement complies with all laws, rules and regulations applicable to you.
3. You understand that your right to access the Site or Services will be revoked where this Agreement or use of the Site or the Services is prohibited and, if that is the case, you agree not to use or access the Site or the Services in any way.

Moved may terminate your use of the Site and/or Services without reason or notice to you

While Moved respects its users, you agree that Moved may terminate your use of the Site and/or the Services and prohibit you from accessing the Site and/or the Services, for any reason, or no reason, and with or without notice.

Who Owns What and How You Can Use It

The copyright to all content on the Site and Services is owned by the provider of that content

1. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site and the Services are the property of Moved or its content suppliers and are protected under applicable copyrights, trademarks and other proprietary rights.
2. You may not copy, redistribute, use or publish any part of the Site or the Services, except as allowed by this Agreement.
3. You do not acquire ownership rights to any content, document or other materials viewed through the Site or the Services.

You may not use trademarks appearing on the Site or Services in an infringing manner

1. You agree that MOVED, MOVED., MOVED.COM and other Moved graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Moved or its affiliates.
2. Moved trademarks and trade dress may not be used in connection with any product or service that is not Moved's, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Moved.
3. All other trademarks not owned by Moved or its affiliates that may appear on the Site or the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Moved or its affiliates.

You may use the Moved Site and Services for limited purposes

1. Moved grants you a limited license to access and make personal use of the Site and the Services.
2. Moved does not grant you the right to download (other than page caching) or modify the Site and the Services, or any portion of the Site and the Services.
3. You understand Moved does not grant you the right to: (a) resell or make commercial use (except as provided herein) of the Site and the Services or their contents; (b) make any derivative use of the Site and the Services or their contents; (c) download or copy account

information for the benefit of a third party or merchant; or (d) use any data mining, robots, or similar data gathering and extraction tools.

4. You understand that the Site and the Services or any portion of Site and the Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose, other than as required for the limited commercial use granted herein.
5. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Moved and our affiliates without express written consent.
6. You may not use any meta tags or any other "hidden text" utilizing Moved's name or trademarks without the express written consent of Moved. Any unauthorized use terminates the permission or license granted by Moved hereunder.
7. You may not engage in the copying, reproduction, publication, rearrangement, redistribution, modification, revision, alteration, or reverse engineering, of the Services.
8. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Moved or to the page representing your listing(s) on Moved so long as the link does not portray Moved, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.
9. You may not use any Moved logo or other proprietary graphic or trademark as part of the link without express written permission.

Some portions of the Services rely on Supported Platforms

1. You acknowledge that the Site and Services interoperate with several third party sites and services, including but not limited to Facebook and Google (the "Supported Platform(s)"), and that some of the Services provided are highly dependent on the availability of such Supported Platforms. If at any time any Supported Platforms cease to provide availability to Moved on reasonable terms, Moved may cease to provide such features to you without entitling you to refund, credit, or other compensation.
2. In order to use the features of the Services related to the Supported Platforms, you may be required to register for or log into such Supported Platforms on their respective websites. By enabling such Supported Platforms within the Site or Services, you are allowing Moved to pass your log-in information to these Supported Platforms for this purpose.

You have the necessary rights to share content and materials should you choose to

1. The Services permit you and other users to create, submit, share, post, copy, link, store and otherwise distribute certain information, images, photos, drawings, videos, icons, text and/or

other content (“User Content”). You are responsible for your User Content, including without limitation its legality, reliability, and appropriateness.

2. You warrant that either: (a) your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in this Agreement; or (b) all parties whose materials are included in your User Content, or who contributed in any way, are depicted in, or have any rights to your User Content, have granted you permission to submit and license your User Content to Moved as set forth herein, with full knowledge that Moved may exploit it in any manner whatsoever. You make such warranties without Moved incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you.
3. You grant to Moved the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, re-sell, sub-license, display, perform, transmit, publish, broadcast, modify, make derivative works from, re-title, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed, and to advertise, market and promote the same.
4. You further agree that Moved is free to use any ideas, concepts, know-how or techniques contained in any User Content you send to the Site or Moved, for any purposes whatsoever, including, without limitation, developing, producing, marketing and otherwise exploiting products and/or services using such User Content, and without remuneration of any kind.
5. You further perpetually and irrevocably grant Moved the unconditional right to use and exploit your name, persona and likeness included in any User Content.
6. You also grant to Moved the right to sub-license and authorize others to exercise any of the rights granted to Moved.
7. You authorize Moved to publish your User Content in a searchable format that may be accessed by users of the Site and the Internet, and you waive any rights of attribution and/or any so-called moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

Moved’s Copyright Policy

Moved does not condone nor authorize activities on or through the Services that infringe copyright or intellectual property rights. Moved will delete any infringing User Content if properly notified that such User Content infringes on another’s intellectual property rights. If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;

2. A description of the copyrighted work that you claim has been infringed;
3. A description of the material that you claim is infringing and where it is located on the Site or Services;
4. Identification of the URL or other specific location on the Site or Services where the material that you claim is infringing is located;
5. Your address, telephone number, and email address;
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at adam@moved.com or by mail at Copyright Agent, c/o Abode, Inc., 200 Broadway, 5th Floor, New York, NY 10038.

Moved reserves the right to terminate your account or any user account that it determines to be a "repeat infringer." A repeat infringer is a user who has repeatedly been notified of infringing activity and/or has had User Content repeatedly removed from the Site or Services.

What Laws and Rules You Are Responsible For Following

You promise to comply with this Agreement and any laws or regulations applicable to you

1. You promise not to use the Site or the Services for any purpose that is prohibited by this Agreement.
2. You are responsible for all of your activity in connection with the Site and the Services.
3. You shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to you.

You agree to comply with Moved's conduct policies when using the Site or Services

Moved does its best to keep the Site and the Services safe and operational, but Moved cannot guarantee it. Moved needs your help to do that, which includes the following commitments:

- You will not modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, or in any way exploit the Site or Services except as expressly authorized by Moved;

- You will not take any action that imposes or may impose (as determined by Moved in its sole discretion) an unreasonable or disproportionately large load on Moved's (or its third party providers') infrastructure;
- You will not decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site or Services, except to the limited extent applicable laws specifically prohibit such restriction;
- You will not interfere or attempt to interfere with the proper working of the Site and Services or any activities conducted on the Site and Services;
- You will not bypass any measures Moved may use to prevent or restrict access to the Site and Services (or other accounts, computer systems or networks connected to the Site and Services);
- You will not run any form of auto-responder or "spam" on the Site and Services;
- You will not use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
- You will not harvest or scrape any content or materials from the Site and Services;
- You will not copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- You will not solicit passwords or personally identifying information (this includes, but is not limited to, someone else's name, birth date, home address, IP address, credit card number, social security number, or other government-issued identification information) for commercial or unlawful purposes;
- You will not upload, post, transmit, share, store or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not upload, post, transmit, share, store or otherwise make available any content (such as a picture on a profile page) other than those of a personal nature that: (i) are of you, (ii) are taken by you, or (iii) are original content created by you;
- You will not otherwise take any action in violation of Moved's guidelines and policies.
- You will not threaten, intimidate, or harass another user or any parties on or through the Site or Services.
- You will not falsely represent your identity or impersonate a third party, nor will you falsify or mislead third parties regarding your affiliation with any entity.
- You will not transmit or disseminate any "lobbying" or "electioneering" materials within the meaning of the United States Internal Revenue Code of 1986, as amended.
- You are solely responsible for all Submissions from your account. "Submissions" means anything that a user transmits to the Site and/or the Services in the course of using the

Site and/or the Services. You shall remain at all times solely responsible for the full functionality, accuracy, reliability, integrity, quality or validity of any statement or any other detail contained in the Submissions.

- You will not use the Site and Services in any manner or transmit any Submission that: infringes (or results in the infringement of) Moved's or any third party's intellectual property or other rights; is (or you reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. In the case of any proposed or actual transaction, "applicable" refers to both your own location and to the location(s) of all other parties to the transaction, or; would cause Moved to be in violation of any law or regulation, or to infringe any right of any third party.
- You will not transmit any Submission and will not use the Site and Services to post, store, transmit, offer, or solicit anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: material that Moved determines to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes, or items associated with such an entity); material that is racially or ethnically insensitive; material that is defamatory, harassing or threatening; pornography (including any obscene material, and anything depicting children in sexually suggestive situations whether or not depicting actual children) or material that may be harmful to a minor; any virus, worm, Trojan horse, or other harmful or disruptive component; or anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate.

Warnings

You use the Moved Site and Services at your own risk

1. Moved has no obligation to review any content or material, posted to or through the Site and the Services, and cannot therefore be responsible for such material or content.
2. By operating the Site and the Services, Moved does not represent or imply that it endorses any content or material there posted, or that it believes such material to be accurate, useful or non-harmful.
3. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

4. The Site or the Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors.
5. The Site or the Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.
6. Moved disclaims any responsibility for any harm resulting from the use by visitors of the Site or the Services, or from viewing or downloading by those visitors of content posted on the Site or the Services.

You are responsible for your own conduct

1. You are solely responsible for your interactions with other users, including Requesters and Movers.
2. Requesters agree to treat Movers in a courteous and lawful manner, to reasonably cooperate with Movers to allow them to perform the Moving Services, and to provide a safe and appropriate working environment for Movers that is in compliance with all applicable laws and regulations.
3. Movers agree to treat Requesters in a courteous and lawful manner, to reasonably cooperate with Requesters in performing the Moving Services, and to comply with all applicable laws and regulations in the performance of all Moving Services.
4. Moved shall not be liable for any damages whatsoever arising out of or relating to the conduct of you or anyone else in connection with the use of the Services, including without limitation, bodily injury, emotional distress, property damage, damage to premises, and/or any other damages resulting from communications or meetings with other users of the Site or Services, or persons you meet through the Site or Services.

Moved is not responsible for what happens outside of the Site and Services, including on websites the Site or Services links to

1. You understand the Site and the Services may contain (or you may receive from Moved, third parties, or other users) links to other web sites (“Third Party Sites”) or content posted, owned or originating from third parties such as, by way of example only, pictures, designs, photographs, graphics, text, sound, video, information, software, applications and any other content (“Third Party Content”).
2. You understand and agree that Moved is not responsible for, and does not control, Third Party Sites and Third Party Content. You also understand and agree that Moved is not responsible for the availability of such external sites or resources, and does not endorse and is

not responsible or liable for any content, advertising, products or other materials on or available from such Third Party Sites and Third Party Content.

3. You acknowledge and agree that Moved shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such Third Party Site or Third Party Content.
4. The Site and Services may also, from time to time, access Third Party Content by accessing third party Application Programming Interfaces (“APIs”) within the Site and Services. You understand and agree that the Site and Services are not endorsed, certified or otherwise approved in any way by the third party providing such API and the provider of the API is not responsible for the Site and Services. Notwithstanding any license provided under these Terms (including the end user license granted under these Terms), (i) any such third party API is provided “as-is,” without any warranties and all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement, are expressly disclaimed; (ii) you may not modify or create derivative works based on any part of any such third party API; (iii) you may not decompile, reverse-engineer, disassemble, and/or otherwise reduce any such third party API to source code or other human-perceivable form, to the full extent allowed by law; (iv) ownership of any such third party API and any services related to any such third party API remain with the owner of the API; and (v) the provider of any third-party API used in connection with the Site and Services disclaims any and all liability on the part of the third-party API Mover for any interruption in its services as accessed via the Site and Services.

Information and press releases may not be updated

The Site and the Services contain information and press releases about Moved. While this information was believed to be accurate as of the date prepared, Moved disclaims any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press releases or otherwise, should not be relied upon as being provided or endorsed by Moved.

Legal Conditions

Moved’s liability is limited

1. Moved is not responsible for any Third Party Sites, Third Party Content, Supported Platforms, or any other content posted on the Site or the Services, whether posted or caused by users of the Site or the Services, Moved, third parties or by any of the equipment or programming associated with or utilized in the Site or the Services.

2. Moved is not responsible for the conduct, whether online or offline, of any user of the Site or the Services.
3. Moved assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.
4. You understand that it is your duty to confirm and verify any information provided on or through the Site and Services, and that you bear the sole risk of relying on any such information, including but not limited to content, third-party content, or links.
5. Moved is not responsible for any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or Movers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Services or Site, including injury or damage to users or to any other person's computer, and/or mobile device.
6. Neither Moved nor any of its affiliates, promoters or distribution partners shall be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Services, anyone's use of services purchased via the Site or Services, any content posted on the Site or the Services or transmitted to users, or any interactions between users of the Site or the Services, whether online or offline.

MOVED TRIES TO KEEP THE SITE AND SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE THEM AT YOUR OWN RISK. THE INFORMATION FROM OR THROUGH THE SITE AND THE SERVICES IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE INFORMATION, SITE AND THE SERVICES MAY CONTAIN VIRUSES, BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IN NO EVENT WILL MOVED OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND SUBSIDIARIES HAVE ANY LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION, THE SERVICES, OR THE SITE. MOVED IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US THROUGH THE SITE/SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

MOVED DOES NOT CONTROL THE INFORMATION PROVIDED BY THIRD PARTIES (INCLUDING REQUESTERS AND MOVERS) OR SUPPORTED PLATFORMS ON THE SITE OR SERVICES, AND THEREFORE SHALL NOT BE RESPONSIBLE FOR YOUR RELIANCE ON ANY INFORMATION OR STATEMENTS MADE ON OR THROUGH THE SITE OR SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO STATEMENTS MADE BY (1) USERS RELATED TO ANY MOVING SERVICES AVAILABLE MADE THROUGH

THE SITE AND/OR SERVICES; (2) ALLEGED PROMISES RELATED TO THE ALLOCATION OF FUNDS, SERVICES TO BE PROVIDED, AND/OR ANY TIMELINES, AND (3) ANY THIRD PARTY STATEMENTS, INCLUDING THOSE OF OTHER USERS.

FURTHERMORE, YOU ARE SOLELY RESPONSIBLE FOR THE INFORMATION THAT YOU PROVIDE ON THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO PICTURES, DESCRIPTIONS, VIDEOS, WARRANTIES, GUARANTEES, SOUNDS, GRAPHICS, OR ANY OTHER INFORMATION YOU PROVIDE IN THE REQUESTING, OFFERING, PURCHASE, OR SALE OF ANY MOVING SERVICES.

THE QUALITY OF THE MOVING SERVICES REQUESTED OR ORDERED THROUGH THE SITE AND/OR SERVICES IS ENTIRELY THE RESPONSIBILITY OF THE MOVER, THE AGENT(S) OF MOVER, OR OTHER USERS WHO ULTIMATELY PROVIDES SUCH MOVING SERVICES TO YOU. YOU THEREFORE ACKNOWLEDGE AND AGREE THAT BY USING THE SITE AND/OR SERVICES, YOU MAY BE EXPOSED TO MOVING SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SITE, SERVICES, AND SUCH MOVER, AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY PROVIDING MOVING SERVICES TO A REQUESTER, YOU MAY BE EXPOSED TO CONDITIONS THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE SITE AND/OR SERVICES AND AGREE TO PROVIDE SERVICES TO A REQUESTER AT YOUR OWN RISK. MOVED SHALL NOT BE LIABLE FOR ANY TRANSACTIONS MADE BETWEEN YOU AND ANY THIRD PARTY, INCLUDING ANY REQUEST OR ORDER YOU MAKE OR ACCEPT THROUGH THE SITE OR SERVICES, AND YOU AGREE THAT ANY SUCH TRANSACTION IS EXPRESSLY BETWEEN YOU AND THE THIRD PARTY; YOU THEREFORE RELEASE MOVED AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, DEMANDS, AND DISPUTES.

MOVED'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES, IF ANY, PAID BY YOU TO US FOR THE SERVICES AND USE OF THE SITE, BUT IN NO CASE WILL OUR LIABILITY TO YOU SHALL EXCEED \$100. YOU AGREE THAT DISPUTES BETWEEN YOU AND MOVED WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR THE SITE AND THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM US, REGARDLESS OF THE CAUSE OF ACTION. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

You agree to indemnify Moved

You agree to indemnify, defend, and hold harmless Moved, its contractors, licensors, subsidiaries and affiliates and their respective partners, directors, officers, members, managers, employees and agents from and against any and all claims and expenses, including any and all losses, costs, liabilities, and attorneys' fees, arising out of or in connection with: (1) your use of the Site and Services, including but not limited to your requesting, ordering, or performing Moving Services, (2) any Supported Platforms, User Content, Third Party Content, Third Party Sites, and any other content, (3) your violation of this Agreement, or of any law or the rights of any third party, (4) your breach of this Agreement and/or any breach of your representations and warranties set forth herein, and (5) your failure to comply with any and all applicable laws, rules, and regulations in the procurement and provision of Moving Services via the Site and/or Services.

Territorial Restrictions

The information and or features provided within the Site and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Moved to any registration requirement within such jurisdiction or country. Moved reserves the right to limit the availability of our Site and Services or any portion of the Site and Services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities or features of any content, product, service or other feature that Moved provides.

Services provided by Moved may be subject to United States export controls. Thus, no software from the Site and Services may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applications related to the Site and Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

You agree that New York law applies to this Agreement

Subject to the arbitration clauses included below, if there is any dispute arising out of the Site and the Services, by using the Site, you expressly agree that any such dispute shall be governed

by the laws of the State of New York, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of New York, in New York County, for the resolution of any such dispute.

Your general representation and warranty

1. You represent and warrant that:
 - You will use the Site and Services in accordance with the Privacy Policy (<https://moved.com/legal/moved-privacy-policy.pdf>) with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside)
 - You will use the Site and the Services so as not to infringe or misappropriate the intellectual property rights of any third party.

Agreement to Arbitration

1. You and Moved agree that any cause of action arising out of or related to the Site or the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
2. You agree that, except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by arbitrators appointed in accordance with such rules.
3. You agree any arbitration shall take place in New York, New York in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.
4. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE OR SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MOVED ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A

CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Other Terms

1. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.
2. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
3. Moved may assign its rights under this Agreement without condition.
4. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.