



MUVET Terms and Conditions of Use

Date of Last Revision: September 1, 2016.

The MUVET website and mobile application (the "Application") is owned and operated by MUVET, LLC, a Missouri limited liability company. The Application provides a technology platform that allows you to arrange for and schedule a third-party independent moving contractor (a "Third Party Provider") to provide you Third-Party Moving Services (collectively, the "Services"). "Third-Party Moving Services" may include moving, delivering, and/or transporting any item from one location to another within a designated service area, including, but not limited to, transport or delivery of in-store purchases, business-to-business moving, craigslist purchase transport, junk removal, house-to-house moving, or other situations which require movers or labor and/or equipment to effectuate a move of items from one place to another or moving items within a single location. You acknowledge that MUVET, LLC does not actually provide the Third-Party Moving Services, but simply provides a forum in which you can engage one or more Third Party Providers.

These Terms and Conditions of Use (the "Terms of Use") and the related [Privacy Policy](#) constitute a binding agreement between you and MUVET, LLC (the "Owner," "we," or "us"). Please read carefully through all sections of the Terms of Use and the Privacy Policy. Your access to and use of the Application is subject to the Terms of Use and the Privacy Policy and all applicable laws. By accessing and/or using the Application, or submitting your contact information to receive more information from us, you agree to be bound by the Terms of Use and the Privacy Policy. If you do not agree to the Terms of Use and the Privacy Policy, then you may not use the Application and should not register with or submit your contact information to the Application. The Terms of Use and the Privacy Policy may be changed by us at any time without notice to you. Please review the posted Terms of Use and Privacy Policy on a regular basis, as your use of the Application will be governed by the then-current Terms of Use and Privacy Policy.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

USER REGISTRATION

You must be eighteen (18) years of age or older to use the Application. You may not use the Application and should not register with or submit your contact information to the Application if you are less than eighteen (18) years of age.

You will be required to register with the Application in order to access the features of the Application and obtain the Services. You will choose or be assigned a unique identifier and a password through the Application's registration process, or you can choose to access your account through your Facebook® username and password.

You are solely responsible for keeping your unique identifier, password, and all account information confidential. You are responsible for all activities (whether by you or by others) that occur under your password and account. You agree to notify us immediately of any unauthorized uses of your account



and/or of any other breach of security. Owner cannot and will not be liable for any loss or damage arising from your failure to keep your account information protected.

By registering on the Application, you represent and warrant that you are a real person and that all information provided by you is true and accurate to the best of your knowledge. You agree not to submit false information, including but not limited to a false name, e-mail address, postal or delivery address, mobile phone number, or payment information when registering with and/or using the Application. By registering with the Application, you consent to receive periodic communication from Owner or participating Third Party Provider by e-mail, text message, or other methods regarding the status of your account or other information associated with your account, the Application, the Services, or the Third-Party Moving Services. For more information on how Owner may use the information you provide during registration, please see the [Privacy Policy](#).

LICENSE GRANT

We hereby grant you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Application and any related materials solely for your use of the Services. You shall only have the right to use the Application for first party transactions (where you are the one engaging a Third-Party Provider for the Third-Party Moving Services), and you shall have no right to use the Application to procure Third-Party Moving Services on behalf of others. All rights not expressly granted to you are reserved by us and our licensors.

INTELLECTUAL PROPERTY RIGHTS

The Application is the property of Owner, or its licensors, and is protected by copyright, trademark, and other intellectual property laws. You may not use the Application in any manner or for any purpose that would constitute infringement of Owner's or our licensors' intellectual property rights.

OWNERSHIP OF CONTENT POSTED OR SUBMITTED THROUGH THE APPLICATION

Between you and Owner, you are the owner of any and all images, content or ideas that you disclose, post, communicate to other users, or otherwise communicate or submit to us through the Application or other electronic means (the "Your Content"). By posting, uploading, inputting, providing, or submitting Your Content, you represent and warrant that you own or otherwise control all rights to Your Content as described in this section. This includes, without limitation, all rights necessary for you to provide, post, upload, input, or submit Your Content and grant the license below.

We do not claim ownership of Your Content. However, by posting, uploading, inputting, providing, or submitting Your Content on the Application, you are granting Owner, its affiliated companies and its sublicensees an unlimited, irrevocable, worldwide, perpetual, sublicensable and royalty-free license to use Your Content for any purpose. This includes, without limitation, the rights to use Your Content in furtherance of any commercial purpose, and to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, create derivative works, publicly display, distribute, translate and reformat Your Content.



No compensation will be paid to you for our or our sublicensees' use of Your Content. We have no obligation to display, post or use Your Content and may remove Your Content from the Application at any time in Owner's sole discretion.

PROHIBITED ACTIVITIES

The following activities are expressly prohibited from the Application:

- a. Creating a username in violation of anyone's trade secret, copyright, or other intellectual property right.
- b. Creating a username that contains offensive content. Offensive content may include, but is not limited to, obscene language, obscene references, threatening or harassing messages, or defamatory statements.
- c. Using or submitting any offensive content, including, but not limited to, obscene language, obscene references, obscene images, threatening or harassing messages, or defamatory statements.
- d. Engaging in activity that compromises the Application. Such activity may include, but is not limited to, hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, data mining, and mail bombing or crashing.
- e. Engaging in any activity designed to impede the use of the Application by other users, including overloading and flooding.
- f. Framing or deep linking into the Application.
- g. Accessing the Application by means of automated process, spiders, bots, or similar device.

USER SUSPENSION AND/OR TERMINATION

Owner is entitled to cancel or terminate your right to access or use any part of the Application at any time in its sole discretion without notice to you. You agree that breach of any of the terms in the Terms of Use may result in the immediate termination of your account and/or give rise to civil action against you. The disclaimers herein and all restrictions on you regarding information obtained from the Application shall survive any cancellation or termination of your right to use the Application.

FEES

You agree to pay the fees for the Third-Party Moving Services that you obtain through the Application. Should you cancel requested services after you have sent a request, but prior to a Third-Party Provider arriving to perform the requested services, you may be subject to a cancellation fee as identified on the Application. We use a third-party payment provider who collects, stores, and processes payments on our behalf. We do not directly collect or store your payment information. You may review the privacy policy of our third-party payment processor (Braintree, a division of PayPal) here: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>. We will process your payment from the payment source that you indicate as a default or otherwise indicated at the time of your request. All fees are due immediately and will be immediately processed upon completion of the move. You will receive an electronic receipt sent to the e-mail address associated with your account. Fees are final and are non-refundable.

LINKS TO THIRD PARTY SITES

Any links to other websites not owned or operated by Owner are provided solely as a convenience for you. Owner's listing of any third party does not create a partnership or affiliation with the third party.



Owner's listing of any third party does not constitute sponsorship and/or endorsement of these professionals or service providers. You shall make a competent consumer decision before purchasing goods or obtaining the services of any listed third party or service provider. You bear all risk associated with the employment of any third party and obtaining their goods or services.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Application, you agree that you will not use the Application for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Application in any manner which could damage, disable, overburden, or impair the Application, or interfere with any other party's use and enjoyment of the Application. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Applications.

WARRANTY DISCLAIMER

THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE APPLICATION AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THIS INCLUDES ANY LISTINGS OF THIRD-PARTY GOODS OR SERVICE PROVIDERS INCLUDED IN THE APPLICATION. ANY THIRD-PARTY GOODS OR SERVICE PROVIDERS ARE SUPPLIED AS A CONVENIENCE TO THE USER, AND THE LISTING OF SUCH DOES NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. OWNER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

OWNER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APPLICATION, AND CONTENT OR IMAGES SUBMITTED OR POSTED ON THE APPLICATION IN TERMS OF ITS OWNERSHIP, VALIDITY, CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE, INCLUDING CONTENT AND IMAGES POSTED BY USERS OF THE APPLICATION.

YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDE PEER-TO-PEER SERVICES AND MAY OR MAY NOT BE REGISTERED OR LICENSED AS A SERVICE PROVIDER.

BY PROVIDING THE SERVICES ON THE APPLICATION, OWNER DOES NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. OWNER IS ENTITLED TO TERMINATE ALL OR ANY PART OF THE APPLICATION AT ANY TIME IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL OWNER AND/OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OR PERFORMANCE OF THE APPLICATION, WITH THE DELAY OR INABILITY TO USE THE APPLICATION OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, PRODUCTS, SERVICES, IMAGES AND CONTENT OBTAINED THROUGH THE APPLICATION, OR OTHERWISE ARISING OUT OF THE



USE OF THE APPLICATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF OWNER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

OWNER SHALL HAVE NO LIABILITY TO YOU FOR THE SERVICES PROVIDED BY A THIRD PARTY PROVIDER, AND YOU WAIVE ALL CLAIMS AGAINST OWNER FOR THE ACTIONS OR INACTION S OF ANY THIRD PARTY PROVIDER THAT YOU ENGAGE THROUGH THE SERVICES.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, OWNER'S AGGREGATE LIABILITY TO ANY USER OF THE APPLICATION SHALL BE LIMITED TO TWO HUNDRED DOLLARS (\$200).

USER INDEMNIFICATION

You agree to indemnify Owner and its affiliates, employees, agents, representatives, and third party service providers, and defend and hold each of them harmless from any and all claims, demands, actions, liability, fines, penalties, and expenses, whether based on warranty, contract, negligence, strict liability or otherwise, that may arise from any of your acts through your use of the Application. Such acts may include, but are not limited to, unauthorized or illegal use of third-party intellectual property rights, your acts when using the Services or the Third-Party Moving Services violating any laws, or breach of the Terms of Use.

ALTERNATIVE DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be St. Louis, MO, and Missouri law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

GENERAL

To the maximum extent permitted by law, the Terms of Use are governed by the laws of the State of Missouri and you hereby consent to the exclusive jurisdiction and venue of courts in St. Louis, MO in all disputes arising out of or relating to the use of the Application.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Owner as a result of the Terms of Use or your use of the Application.

Owner's performance of the Terms of Use is subject to existing laws and legal processes, and nothing contained in the Terms of Use is in derogation of Owner's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Application, or information provided to or gathered by Owner with respect to such use.

If any part of the Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the



invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall remain in effect.

Unless otherwise specified herein, the Terms of Use constitutes the entire agreement between you and Owner with respect to the Application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Owner with respect to the Application.

COPYRIGHT COMPLAINTS

Owner respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Owner's copyright agent with the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. Description of the copyrighted work that you claim has been infringed;
- c. The location on the Application of the alleged infringed material;
- d. Your address, telephone number, and e-mail address;
- e. A statement that your claim of infringement is based on a good faith belief; and
- f. A statement made under penalty of perjury, that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Owner's copyright agent for notice of claims of copyright infringement on the Application can be reached as follows: support@muvetapp.com.

CONTACT US

For inquiries in to the Terms of Use or the Privacy Policy, or to remove or change your contact information in our database, or to not receive future mailings or other communications, as well as for all other inquiries, please contact us at any time using one of the options below:

1. Email webmaster at support@muvetapp.com
2. Contact us at:

Support
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