

## **TERMS AND CONDITIONS FOR SERVICES ORDERED VIA THE WWW.FBAREMOVALS.COM WEBSITE**

Welcome to the [www.FBaremovals.com](http://www.FBaremovals.com) website (the "Website").

These General Terms and Conditions, together with all of the content on the Website, including but not limited to the instructions, procedures, privacy policy and other information contained on the Website constitute a contract (the "Contract") between all users of this Website and J. Shepard Group, Inc., dba FEBREMOVALS ("FBAREMOVALS" or "We"). The Contract applies to all use of the Website, including but not limited to services and other items that are ordered via the Website, as well as all communications that are transmitted over the Website or otherwise exchanged between you (hereinafter "You" or "Your" as the context requires) and FBAREMOVALS. By using the Website, You accept and agree to this Contract in every respect, including but not limited to all of the terms, conditions, notices and other content on the Website (collectively the "Terms") and agree to be legally bound by the Contract.

By visiting the Website or corresponding with FBAREMOVALS via the Website, by email or by other means, electronic or otherwise, You consent to receive electronic communications and you agree that all agreements, including this Contract, notices, transmissions of information, disclosures and other communications which You and FBAREMOVALS exchange electronically satisfy any legal requirement that such communications be in writing.

If you use this Website, you are responsible for maintaining the confidentiality of Your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your account or password. You may not assign or otherwise transfer Your account to any other person or entity. You acknowledge that FBAREMOVALS is not responsible for unauthorized third-party access to Your account and any losses, damages or costs that result from the same.

FBAREMOVALS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen and the Website is not directed nor promoted to anyone under the age of 18. If you are under the age of 18, you may use the Website only with the permission of a parent or guardian and if you want to place orders for services to be performed by FBAREMOVALS, Your parent or guardian must order such services on Your behalf and enter into the Contract in his/her/their name(s).

You are solely responsible for arranging the transport and delivery of Your inventory to FBAREMOVALS's warehouse identified on the Website, whether that inventory originates inside or outside the United States. Accordingly, FBAREMOVALS is not responsible for any shipping, customs clearance costs, customs duties, taxes, tariffs, port storage, freight forwarding fees or other charges that relate to Your inventory.

FBAREMOVALS reserves the right to refuse acceptance of any of Your inventory if FBAREMOVALS, in its sole discretion: (i) FBAREMOVALS believes Your inventory is dangerous, (ii) Your inventory appears damaged, (iii) if the services you have requested from FBAREMOVALS are not within the services FBAREMOVALS normally offers, (iv) if Your inventory is otherwise unacceptable, or (v) if You and FBAREMOVALS disagree as to the charges to be collected for FBAREMOVALS's services or other items offered on the Website.

In the event that Your inventory arrives at FBAREMOVALS's warehouse in an apparently damaged or dangerous condition, or Your inventory is otherwise unacceptable for any of the reasons mentioned above, and nevertheless FBAREMOVALS elects to accept Your inventory, FBAREMOVALS will promptly inform You of the specifics of the situation and instruct You to contact FBAREMOVALS to discuss how to proceed with respect to such inventory.

If after unboxing any of Your inventory, FBAREMOVALS discovers that any inventory is damaged, dangerous or otherwise unacceptable, FBAREMOVALS will promptly inform You of the specifics of the situation and instruct You to promptly contact FBAREMOVALS to discuss how to proceed with respect to such inventory.

If a mutually acceptable approach to dealing with either of these situations is not reached within ten (10) business days, FBAREMOVALS shall have the right, in FBAREMOVALS's sole discretion, to sell Your inventory at any price and apply the proceeds to the amount You owe to FBAREMOVALS, if anything, store Your inventory at Your expense, or otherwise dispose of Your inventory. Such sale, storage or other disposition of Your inventory is without prejudice to FBAREMOVALS's right to pursue any additional legal remedies in order to be made whole.

Under no circumstances shall FBAREMOVALS be liable or otherwise responsible for any of Your inventory which arrives at FBAREMOVALS's warehouse in a damaged, dangerous or otherwise unacceptable condition.

When ordering services or other items from FBAREMOVALS, You agree to submit the completed credit card authorization form used by FBAREMOVALS, which credit card authorization will be accessible from the Website or, upon request, emailed to You by FBAREMOVALS. This completed credit card authorization form shall authorize FBAREMOVALS to charge Your credit card for the services and/or any items you have ordered from FBAREMOVALS. Once the requested services are provided, FBAREMOVALS shall charge your credit card. If the services involve shipping any of Your inventory to Amazon, FBAREMOVALS may, in its sole discretion, elect to charge Your credit card before transferring possession of the inventory to Amazon's partnered carrier.

If for any reason FBAREMOVALS's charges are declined in whole or in part, FBAREMOVALS may retain possession of Your inventory in which case FBAREMOVALS shall not be liable for any delays. If FBAREMOVALS's charges are not accepted or payment is not received by FBAREMOVALS within ten (10) business days, FBAREMOVALS shall have the right, in FBAREMOVALS's sole discretion, to sell Your inventory at any price and apply the proceeds to the amount You owed FBAREMOVALS, store Your inventory at Your expense, or otherwise dispose of Your inventory. Such sale, storage or other disposition of Your inventory is without prejudice to FBAREMOVALS right to pursue any additional legal remedies in order to be made whole.

The prices of FBAREMOVALS's services and other items are as indicated on the Website. Notwithstanding any other statement herein, FBAREMOVALS may change these prices from time to time in accordance with this Contract.

Pricing for FBAREMOVALS's services is based on the time of FBAREMOVALS's receipt of any particular shipment of your inventory. Subsequent orders for FBAREMOVALS's Services, or subsequent shipments of inventory under an existing order, shall be governed by the Prices and Terms as published on FBAREMOVALS's Website as of the date of that subsequent order.

The exact condition of Your inventory can not be fully assessed until received. While FBAREMOVALS does its best to adhere to the stated prices and estimate quotes, it is impossible for such prices and estimate quotes to take into account certain unexpected events, situations or circumstances and any additional costs that may attend them.

The prices referenced on FBAREMOVALS's Website, in FBAREMOVALS's price quotations, in FBAREMOVALS's correspondence and other online sources are ESTIMATES ONLY, and may be subject to change at FBAREMOVALS's sole discretion based on the condition of Your inventory when We receive it or if, after receiving Your inventory, We discover a problem, condition or other circumstances that will require us to spend more time than is normally required for us to handle and process Your particular order. In such cases, We will promptly inform you of the price and other costs, if any, which will be required to process or continue processing Your order. If you accept the price and other costs, if any, that We quote to you at that time, you will be required to pay these amounts before We process or continue processing Your order. If you decline to accept the price and costs We quote to you at that time, You may ask us in writing to forward Your inventory to You or to another location at Your expense, which will be quoted to You at the time and must be paid in advance and may include all or a portion of whatever charges We may impose for handling or partially processing Your order, if any. If You decline to immediately pay the expenses quoted to You, We will hold Your inventory at Your exclusive risk for seven (7) business days after which shall have the right to sell all or part of Your inventory to cover FBAREMOVALS's price and costs for holding Your inventory and/or donate or otherwise dispose of all or part of Your Inventory in any manner that is available to use at FBAREMOVALS's sole discretion.

FBAREMOVALS retains the right to decline to accept Your shipment of inventory for any reason. In any case where We decline to accept Your shipment of inventory or You decline to pay FBAREMOVALS's prices and costs under the circumstances addressed herein, in addition to the contractual remedies provided herein and any other remedies which are available to us at law or equity, We shall not be liable any costs, fees or other direct or indirect damages including but not limited to shipping charges, lost sales, poor reviews, or lost brand equity.

If We end up storing Your inventory because you have asked us to do so or if FBAREMOVALS has stopped processing Your inventory as provided herein, or for any other reason mentioned herein and it does not involve FBAREMOVALS's fault, You will be liable to FBAREMOVALS for storage charges. If you do not timely pay FBAREMOVALS's storage charges within seven (7) business days of being notified by FBAREMOVALS, FBAREMOVALS will hold Your inventory at Your exclusive risk for seven (7) business days after which shall have the right to sell all or part of Your inventory to cover FBAREMOVALS's price and costs for holding Your inventory and/or donate or otherwise dispose of all or part of Your Inventory in any manner that is available to use at FBAREMOVALS's sole discretion.

If FBAREMOVALS mislabels any of Your inventory, or makes any other mistake with respect to the preparation, packing and/or shipment of your inventory, FBAREMOVALS will pay any return shipping charges from Amazon, but in no event shall FBAREMOVALS be liable for any lost sales or lost profits, or any damage to Your inventory that occurs during the return process.

Although You will authorize FBAREMOVALS to access Your Amazon sellers account, FBAREMOVALS shall in no event be responsible for any actions taken by Amazon against You. You agree that this is Your responsibility.

Once Your inventory has been delivered to Amazon's partnered carrier, FBAREMOVALS shall not be liable for any delivery delays or issues with Amazon's receiving process which result in delays or other problems.

You may cancel Your order at any time prior to our receiving Your inventory and obtain a full refund of payments made, if any. Any cancellations made after FBAREMOVALS has received and accepted delivery of Your inventory may qualify for a partial refund at FBAREMOVALS's discretion.

In addition to any other remedies FBAREMOVALS may have under this Contract or in law or equity, FBAREMOVALS reserves the right to cancel Your account if you are in arrears in Your payments to FBAREMOVALS and you do not cure such arrears within seven (7) days of being notified by FBAREMOVALS.

You represent and warrant that none of the trademarks used on Your inventory and none of the content or other features of Your inventory will infringe the trademark rights, copyrights, patent rights or other intellectual property rights of any party.

With the exception of the AMAZON trademark, or as otherwise indicated herein, all trademarks displayed on the Website are the property of FBAREMOVALS. Except for the photos on the Website and the software that drives the Website, all of which are licensed, FBAREMOVALS is the copyright owner of the content on the the Website. You agree not to infringe upon any of FBAREMOVALS's trademarks, copyrights and other intellectual property rights, or the copyrights of the owner of the photos displayed on the Website, or the owner of the software that drives the Website. You agree that you will not use the Website for any purpose that is inconsistent with the Contract, or that is unlawful or otherwise wrongful. You agree not to use or access the Website in any manner that could damage, disable, overburden, impair or otherwise interfere with the Website or any person's use of the Website.

The Website is controlled, operated and administered by FBAREMOVALS from our offices within the United States. If You access the Website from a location outside the United States, You agree to comply with all local laws and other applicable laws.

To the extent the Website contains or links to a blog or other content that is populated by persons other than FBAREMOVALS, FBAREMOVALS is not responsible for any of the content on any such blogs, whether such content is in textual, photographic, digital, software or any other form. In addition, FBAREMOVALS shall not be deemed to be a partner, associate, joint venturer or have any other relationship with persons who own, operate, post to or otherwise populate such blogs with content. To the extent this Website links to any websites of third parties, FBAREMOVALS shall not be responsible for any of the content on any such blogs, whether such content is in textual, photographic, digital, software or any other form. In addition, FBAREMOVALS shall not be deemed to be a partner, associate, joint venturer or have any other relationship with persons who own, operate, post to or otherwise populate such websites with content.

You agree to indemnify, hold harmless and defend FBAREMOVALS, as well as its officers, directors, employees, agents, contractors, assigns and third parties, for any losses, costs, liabilities and expenses (including, but not limited to reasonable attorneys' fees and court costs) which relate to, arise out of or result from Your use of the Website, Your violation of any

provisions of the Contract, Your violation of any rights of any third party, Your violation of any applicable laws, rules or regulation, and/or any defects in Your inventory.

FBAREMOVALS makes no representations about the suitability, reliability, availability, timeliness, and functionality of the website, including but not limited to the software which drives the website. To the maximum extent permitted by applicable law, the website is provided "as is" without warranty or condition of any kind. FBAREMOVALS hereby disclaims all warranties and conditions with regard to the website, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall FBAREMOVALS be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages arising out of or in any way connected with the use or performance of the website, with any delay or your inability to use the website or order FBAREMOVALS's services, neither shall FBAREMOVALS be liable for any of the aforementioned types of damages resulting from FBAREMOVALS's provision of or failure to provide any requested services, or for any such damages that may arise out of your use of the website, whether based on contract, tort, negligence, strict liability or otherwise, even if FBAREMOVALS has been advised of the possibility of such damages or losses. If FBAREMOVALS causes or is otherwise responsible for any damage to any of your inventory, your sole remedy shall be the reasonable wholesale value of any damaged inventory. In no event shall FBAREMOVALS be liable for any loss of profits or any other damages.

You agree that neither this Contract nor Your use of the Website establishes any agency, partnership, joint venture or employment relationship between You and FBAREMOVALS, or between You and any of FBAREMOVALS's agents, employees, contractors, directors or officers.

If any provision of this Contract is declared void, invalid or unenforceable by a Court of competent jurisdiction, then the invalid, void or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely conforms to the intent of the original provision and the remainder of the Contract shall continue in full force and effect.

No delay or failure by FBAREMOVALS to exercise any of its rights under this Contract shall be construed as a waiver thereof, nor shall any waiver of any of FBAREMOVALS's contractual rights or other legal rights preclude any further exercise thereof or the exercise of any other such rights.

No delay or failure of performance by FBAREMOVALS under this Contract shall be considered a breach of this Contract, and any such delay or failure of performance shall be excused to the extent it is caused by any occurrence beyond the reasonable control of FBAREMOVALS including, but not limited to, changes to Amazon's rules, regulations or Terms of Service, acts of God, power outages, earthquakes, bad weather, traffic conditions, or governmental restrictions.

Unless otherwise stated herein, this Contract constitutes the entire agreement between You and FBAREMOVALS with respect to the subject matter hereof and all prior or contemporaneous agreements with respect thereto are superseded by the Contract. Except as otherwise stated herein, no amendment or modifications of this Contract shall be binding unless in writing and duly executed by You and an authorized representative of FBAREMOVALS.

A printed version of this Contract and/or any notices or other communications provided in electronic form shall be admissible as evidence or otherwise admissible in judicial or administrative proceedings arising out of or relating to this Contract to the same extent as other business documents and records originally generated and maintained in printed form.

Notwithstanding any other provision of this Contract, FBAREMOVALS has the right to comply with all governmental, regulatory agency, administrative agency, court and law enforcement requests or requirements relating to Your use of the Website or any information You provide to FBAREMOVALS regarding Your use of the Website.

FBAREMOVALS may, in its sole discretion, freely assign its rights and delegate its duties under this Contract. The provisions set forth in this Contract are for the sole benefit of You and FBAREMOVALS and shall not be construed as conferring any rights on any other persons.

This Contract shall be governed by and construed under the laws of California without reference to any conflict of laws principles. The exclusive venue for the resolution of any action or claim arising out of or in relation to this Contract shall be any court of competent jurisdiction in San Diego County, California to whose jurisdiction the Parties expressly consent. If You reside in or use the Website in any jurisdiction that does not give effect to all of the Terms of this Contract, You are not authorized to use the Website.

FBAREMOVALS reserves the right, in its sole discretion, to change the Terms of this Contract at any time. The most current version of the Terms will supersede all previous versions. Your continued use of this Website constitutes Your acceptance of such changes.

## Contact Us

If you have any questions or comments regarding the Website, Your use of the Website or the Contract, please feel free to contact us at:

FBAre removals

1574 Coburg Rd, Eugene, OR 97401

Email Address: support@FBAre removals.com

Telephone number: 541-359-0302 (9:00 a.m. to 4:00 p.m. Pacific Standard Time)

You may also complete and submit the online form which is displayed on the "Contact" page of the Website.

## **PRIVACY POLICY**

**WWW.FBAREMOVALS.COM**

When You visit our Website or purchase services or any other items from our Website, You will be asked to provide certain information about Yourself, including but not limited to Your name

and contact details. We may collect additional personal information from emails, other correspondence that You may send to us, or from telephone calls between You and us.

By ordering services or other items from this Website or by sending an email to us, You consent to the collection, use and transfer of Your personal information in accordance with the terms of our privacy policy, which is set forth below.

Your information will enable us to supply to You the information, services and other items that You request from time to time when using our Website. We may also use Your personal contact information to send You details of new services, products, offers or promotions in respect of our Website and other related websites; to contact You for Your views on our services; and to notify You occasionally about important changes or developments to our Website, our services or the Contract.

We may also collect technical information from You, such as Your IP address (which is a number specially given to Your computer) and the type of internet browser You are using. We may use this type of technical information to help administer and check the use of our Website and to improve and develop our Website and our services. We do not link this technical information to anything that could identify You which means You always remain anonymous to us in respect of such information.

We will treat all of the personal information You provide to us as confidential. We do not sell, trade, share or transfer Your personal data to any third parties, other than to a third party who acts as an agent or contractor or who provides services to us (e.g., stores personal information on our behalf). We may share non-personal aggregate statistical data with third parties.

If we enter into a joint venture with, or are sold to, or merged with another business entity, Your personal information may be disclosed to our new business associates or owners. Unless required to do so by law, we will not otherwise share, sell or distribute any of the personal information You provide to us without Your consent.

We utilize security measures to protect Your information from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. All information provided by You is stored on servers that are firewall protected.

We shall use Your personal information only in accordance with the terms of this privacy policy. However, while we take reasonable precautions to secure any personal information, it is not possible to guarantee the security of any information transmitted over the Internet or wireless network.

We will only retain Your information for a reasonable period to enable us to provide You quality service, or for so long as either You or applicable law permits. We may use cookies on this Website. Cookies are small pieces of information which are stored on Your computer's hard drive and are used to collect non-personal information to track access to this Website. Cookies can make it easier for You to use the Website during future visits. You may set up Your computer to reject cookies but in that case, You may not be able to use certain features on our Website.

If You would like to understand what personal information we hold, please contact us at [process@prepitpackitshipit.com](mailto:process@prepitpackitshipit.com) FBAREMOVALS is committed to protecting the privacy of minors

and does not sell services or other items to minors under the age of 18. If You are under 18, You may use the Website only with the involvement of a parent or guardian and only the parent or guardian may order services or other items. Should it come to our attention that minors under the age of 18 have been ordering services or other items from Website, their personal information will be removed from our records.

We reserve the right to change the Website, including this privacy policy at any time. If you are using the Website for the first time or have accessed the Website before without ordering anything or providing us your email address and telephone number to which we can send text notices of any changes to the Website, you are subject to all of the contents of the Website as it exists on the date You subsequently use the Website to order services or items offered on the Website, or as it exists on the date You are ordering such services or items for the first time. If you have used the Website before and provided us with your email address and a telephone number to which we can send you notices of changes to the Website via text, Your continued use of this Website after being notified of any changes to the Website, including this privacy policy constitutes Your acceptance of such changes.