

# TERMS AND CONDITIONS

**Last Update: February 1, 2024**

This Website is owned and operated by or on behalf of Move Myself, LLC. (together with its Affiliates, “Move Myself,” “we,” “us,” or “our”), hereinafter referred to as “Move Myself”. Access and use of this Website are provided by Move Myself to you on condition that you accept these terms of use (the “Terms of Use”). These Terms of Use constitute a legal agreement between you and Move Myself. If you do not agree to these Terms of Use, do not use this Website. “Affiliates” means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity.

YOU AGREE THAT THESE TERMS OF USE ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU AND CONSTITUTE THE ENTIRE AND COMPLETE AGREEMENT BETWEEN US REGARDING YOUR USE OF THIS WEBSITE AND SUPERSEDE ANY PRIOR OR OTHER COMMUNICATIONS.

As used in these Terms of Use, the words “you” and “your” refer to you, the user of this Website, as the party agreeing to these Terms of Use. The term “Website” includes all websites and all devices or applications that we may have now or in the future operate that link to these Terms of Use, web pages within each such website, device or application, any equivalent, mirror, replacement, substitute, or backup website, device, or application and web pages that are associated with each such website, device, or application. The term “Website”, as used herein, includes all services provided by us in association with your use of the Website and all Materials (as defined herein). The use of the word “including” in these Terms of Use to refer to specific examples will be construed to mean “including, without limitation” or “including but not limited to” and will not be construed to mean that the examples given are an exclusive list of the topics covered.

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Website. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by this Website, you may not enter into this agreement or use this Website. By using this Website, you are explicitly stating that you have verified in your own jurisdiction if your use of this Website is allowed. We make no representation that materials on this Website are appropriate or available for use in all locations. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Website, Materials, or other products and services described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other product provided.

We reserve the right at any time to change: (i) this Website, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the hours that they are available; (ii) any fees or charges, if any, related to the use of this Website; and (iii) the equipment, hardware or software required to use and access this Website. For clarity, the Website may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

**ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION.**

### **CONTINUING AGREEMENT**

You agree that your use of this Website will always be subject to the most current version of these Terms of Use at the time of such use. Move Myself may change or revise these Terms of Use from time to time by updating this posting. You agree that all notices posted on this Website constitute valid notices to you under any legal requirements. You are encouraged to visit this area each time you visit this Website to keep up to date with the current Terms of Use governing your use of this Website. Your continued use of this Website after any such change or revision reaffirms your continuing agreement to the then-current Terms of Use and all other policies or notices posted on this Website.

### **USE OF WEBSITE AND MATERIALS; RESTRICTIONS**

Depending on your activities when visiting this Website, you may be required to agree to additional terms and conditions as indicated on this Website. We grant you a non-exclusive, nontransferable, limited, and revocable right to use this Website solely for your own personal purposes. This Website and all materials on this Website, including images, illustrations, articles, titles, product/service names, data, information, designs, logos, symbols, and postings (collectively, the "Materials") are the property of Move Myself and its licensors and are protected from unauthorized copying and dissemination by copyrights that are owned or licensed by Move Myself and by copyright law, trademark law, international conventions, and other intellectual property laws. You may not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Materials from this Website, our forums, or any other site owned or operated by Move Myself without the prior written permission of Move Myself. However, you may download or make one copy of the Materials and other downloadable items displayed on this Website, provided that the same are not used for any commercial purpose, distributed to third parties, or offered for sale to third parties, and further provided that all copyright and other notices contained in the Materials are left intact. Any modification of the Materials, or any portion thereof, or use of the Materials for any other purpose constitutes an infringement of Move Myself' copyrights and other proprietary rights. Use of these Materials on any other website or other networked computer environment is prohibited without prior written permission from Move Myself. You may not interfere with the security of, or otherwise abuse this Website or any system resources, services or networks connected to or accessible through this Website. You may only use this Website for lawful purposes.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any information displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Use; or (b) with the prior written permission of Move Myself for such third party that may own the trademark or copyright of information displayed on this Website.

## **PRIVACY**

For information on how Move Myself collects, uses, and protects personal information you may provide on this Website, read our Privacy Notice available at <https://www.movemyselfhawaii.com/privacy-policy/> (the “Privacy Notice”). The Privacy Notice is incorporated by reference into these Terms of Use.

## **GEOGRAPHIC SCOPE OF WEBSITE**

This Website is controlled and operated from within the United States and Move Myself makes no representation that materials in this Website are appropriate or available for use in locations outside the United States. In addition, you are responsible for complying with any and all local laws in your jurisdiction that may impact your right to use this Website. By using this Website, participating in any Website activities and/or providing Move Myself with your personal information, you consent to the transfers and processing of any information you provide to this Website in accordance with the Privacy Notice and U.S. law.

## **ACCOUNTS, PASSWORDS, AND SECURITY**

In order to access or use some features of this Website, you may have to become a registered user. When you register for an account, you represent and warrant to us that you are providing accurate and complete information. This means that you cannot set up an account using someone else’s name or contact information, and in no event can you set up an account using a phony name or phony contact information. You are completely responsible for your account and everything that happens to your account. This means you need to be careful with your password because you will be responsible for the security of your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else. You will be liable for losses and damages incurred by Move Myself(or anyone else) due to the unauthorized use of your account. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

## **POSTING TERMS OF USE**

The following posting terms of use apply to the extent that this Website includes functionality allowing users to upload, submit, or otherwise transmit any information, data, images, photos, audio, video, location data, or other material or communications (e.g., user-generated content including blog comments and forum messages and any information that you may reveal in your user profile, uploaded photographs, or review postings) via or in connection with this Website (each a “Submission”). Your offer of any Submission to this Website constitutes your agreement

to these Terms of Use, including the Privacy Notice, which you acknowledge you have read and understand in full.

## **USE OF YOUR SUBMISSION**

By posting or otherwise submitting your Submission, you hereby irrevocably grant to Move Myself a license in and to the Submission, and any ideas, concepts, or elements embodied therein, for use worldwide in any manner or venue and for any purpose (including for purposes of advertising, promotion, or trade in promoting and publicizing Move Myself and its products and services) by means of any and all media and devices (whether now known or hereafter devised). Move Myself shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that Move Myself deems necessary or desirable. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission. By submitting a Submission, you also grant Move Myself the right, but not the obligation, to use your biographical information including your name and geographical location in connection with online or other use or publication of your Submission.

## **REPRESENTATIONS AND WARRANTIES**

You represent and warrant to Move Myself as follows: (a) you are voluntarily submitting the Submission; (b) you understand that no copy of your Submission will be returned to you; (c) you have all rights necessary to allow you to grant to Move Myself the rights granted pursuant to these Terms of Use; (d) the Submission does not disparage Move Myself or its competitors; does not contain any unlawful, pornographic, obscene, profane, defamatory, libelous, threatening, inflammatory, offensive, or otherwise objectionable material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law and does not contain the names of any people (including any celebrities) or any non-Move Myself trademarks; (e) the content of the Submission is not the subject of any actual or threatened litigation or claim; and (f) neither the Submission, nor the use of the Submission by Move Myself in any manner, venue, or media, whether now known or hereafter devised anywhere in the universe at any time for any purpose (including for purposes of advertising, promotion, or trade in promoting and publicizing Move Myself and its products and services), will infringe upon or violate the intellectual property, privacy, or proprietary rights or other rights of any other person or entity or any applicable laws.

## **NO OBLIGATION TO USE OR REVIEW**

Move Myself shall have no obligation (expressed or implied) to use (or post) the Submission or to otherwise exploit the Submission or, if commenced, to continue the distribution or exploitation (or posting) thereof and Move Myself may at any time abandon the use (or posting) of the Submission and/or remove the Submission from this Website for any reason in its sole discretion. Move Myself has the right in its sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any Submissions. You shall not be entitled to any damages or other relief by reason thereof. Move Myself may, but is under no obligation to, monitor or review Submissions and assumes no responsibility or liability arising from the Submissions or for any error, defamation, libel, slander, omission, falsehood, obscenity,

pornography, profanity, illegality, or inaccuracy contained in any information transmitted to any such locations on this Website.

### **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF**

You hereby acknowledge and agree that the relationship between you and Move Myself is not a confidential, fiduciary, or other special relationship, and that your decision to provide the Submission to Move Myself does not place Move Myself in a position that is any different from the position held by members of the general public with regard to elements of the Submission. You acknowledge and agree that Move Myself does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

### **FEEDBACK, SUGGESTIONS, OR IDEAS**

If you give feedback, suggestions, or ideas on this Website, such as recommendations for new products/services, improvements, or features, you hereby assign to Move Myself all right, title, and interest in and to such feedback, suggestions, or ideas, and such feedback, suggestions, or ideas may be implemented as part of this Website or otherwise by Move Myself without any compensation or notice to you.

### **COMMERCIAL TERMS**

When you confirm a purchase transaction on this Website, you agree to be bound by and pay for that transaction. Your total price may include taxes, handling fees, and shipping costs, which you are responsible for paying. Except as otherwise expressly specified, all sales are final.

The inclusion of any products or services on this Website at a particular time does not imply or warrant that these products or services will be available at any time. For example, products/services included on this Website may be unavailable, may have different attributes than those listed or may actually carry a different price than that stated on this Website. In addition, Move Myself may make changes in information about price and availability without notice. If you order something that becomes unavailable before it can be provided to you, your only remedy is to receive a refund of your purchase price.

While it is Move Myself' practice to confirm orders by email, the receipt of an email order confirmation does not constitute Move Myself' acceptance of an order or Move Myself' confirmation of an offer to sell a product or service. Move Myself reserves the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. Move Myself also may require verification of information prior to the acceptance and/or shipment of any order. You may be presented with additional terms related to a specific purchase before you confirm the transaction (such as shipping terms for tangible goods). Those additional terms will also govern that transaction. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the product or service purchased from this Website.

Move Myself makes commercially reasonable efforts to make product/service descriptions for items listed for sale on this Website as accurate as possible. Despite our efforts, the information on this Website may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or correctness of any information on this Website. Certain weights, measures, and similar descriptions are approximate and are provided for convenience purposes only. If a product/service offered by Move Myself is not materially as described, your sole remedy is to follow all applicable local, state, federal, and international laws to reach a resolution.

This Website may allow you to make payments using a number of different payment sources, like credit cards and debit cards. When you provide a payment source to Move Myself, you confirm that you are permitted to use that payment source. You also authorize Move Myself (and Move Myself' designated payment processor) to collect and store the payment information, along with other related transaction information. When you make a payment, you authorize Move Myself (and Move Myself' designated payment processor) to charge the full amount to the payment source you designate for the transaction. If you pay by credit or with debit card, Move Myself may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. Move Myself will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee.

If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify Move Myself immediately so that Move Myself may take action to attempt to prevent financial loss. To the fullest extent permitted by law, you waive all claims against Move Myself related to payments unless you submit the claim to Move Myself within 30 days after the charge. You are responsible for and agree to reimburse Move Myself for all reversals, chargebacks, claims, fees, fines, penalties, and other liability incurred by Move Myself (including costs and related expenses) caused by or arising out of payments that you authorized or accepted.

Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

## **CONTESTS, SWEEPSTAKES, AND PROMOTIONS**

From time to time, Move Myself, or its service providers, suppliers, or other third parties may conduct promotions on or through this Website, including contests and sweepstakes ("Promotions"). Each Promotion may have official rules, which will be posted or otherwise made available to you and, for the purposes of each Promotion, will be deemed incorporated into and form a part of these Terms of Use.

## **TRADEMARKS AND COPYRIGHTS**

Move Myself and their related names, logos, trademarks and/or trade names are owned or licensed by Move Myself and are protected by law. All trademarks, copyrights, logos, and

symbols constitute the intellectual property of Move Myself or its affiliated companies and are protected by federal and state law and may not be copied or imitated in whole or in part. Any unauthorized use of these trademarks and trade names is strictly prohibited. All Materials on the Website are owned and copyrighted or licensed by Move Myself or its affiliated companies or its third-party vendors, all rights reserved. No reproduction, distribution, or transmission of the copyrighted materials on the Move Network is permitted without the written permission of Move. Any rights not expressly granted herein are reserved. Move Myself will take all necessary legal action available to it at law or in equity in order to enforce its intellectual property rights.

## **LINKS TO OTHER WEBSITES**

Move Myself is not responsible for the content of any sites that may be linked to or from this Website, nor do we make any representations or warranties of any kind regarding any products or services offered by any third parties whose icons, products, services, or hyperlinks appear on this Website. These links are provided for your convenience only and you access them at your own risk. Any other site accessed from this Website is independent from Move Myself and Move Myself has no control over the content of that other site. In addition, a link to any other site should not be construed as approval or endorsement by Move Myself of that third party or of any product or service provided by a third party.

Your correspondence or business dealings with third parties found on or through this Website, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. We will not be involved in resolving any disputes relating to or arising out of any correspondence or business transaction between you and any such third parties.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF MOVE MYSELF AND ITS AFFILIATES, ANY RELATED COMPANIES, SUPPLIERS, LICENSORS, AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND AFFILIATES OF EACH OF THEM (COLLECTIVELY, THE "MOVE MYSELF ENTITIES"). EACH OF THE PARAGRAPHS IN THIS SECTION BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

THIS WEBSITE, ALL MATERIALS, AND ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE MOVE MYSELF ENTITIES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THIS WEBSITE, THE CONTENT, OR ANY PRODUCTS OR SERVICES SOLD ON OR THROUGH THIS WEBSITE FOR ANY PURPOSE. FOR EXAMPLE, MOVE MYSELF DOES NOT WARRANT THAT ANY MATERIALS OR SERVICE PROVIDED WILL BE

UNINTERRUPTED OR ERROR-FREE. MOVE MYSELF DOES NOT GUARANTEE THE AVAILABILITY OF THIS WEBSITE. MOVE MYSELF WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THIS WEBSITE OR THE MATERIALS.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, REGULATION, OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND MOVE MYSELF, IN NO EVENT WILL THE MOVE MYSELF ENTITIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THIS WEBSITE, THE MATERIALS, OR EQUIPMENT RELATED TO YOUR USE OF THIS WEBSITE, PRODUCTS OR SERVICES SOLD OR ACCESSED ON OR THROUGH THIS WEBSITE, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, OR OTHER LOSSES, EVEN IF ANY OF THE MOVE MYSELF ENTITIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF THE MOVE MYSELF ENTITIES IN CONNECTION WITH THIS AGREEMENT OR THE MATERIALS UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF \$100 OR THE AMOUNT PAID TO MOVE MYSELF IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH DAMAGES, IF ANY, IN CONNECTION WITH THIS WEBSITE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

While we endeavor to keep downtime to a minimum, we cannot promise that this Website will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Site, or any part thereof, with or without prior notice for any reason.

WE update the information on this Website periodically. However, WE cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Website. WE may revise, supplement or delete information, services and/or the MATERIALS contained in this Website and reserve the right to make such changes without prior notification to past, current or prospective visitors.

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this website. we shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this website or your downloading of any of the Materials or other content from this Site. We recommend that you install appropriate anti-virus or other protective software.

## **JURISDICTION AND VENUE**



You agree that any legal action between you and Move Myself arising from or pertaining to your use of this Website (including any use by Move Myself of your Submission), whether for breach of contract, tortious conduct or otherwise, shall be governed by the laws of the State of California without regard to its conflict of law principles that would result in the application of the laws of another jurisdiction. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made on this Website shall be an appropriate federal or state court located in San Diego County California, and you hereby accept and submit to the personal jurisdiction of such San Diego County California courts with respect to any legal actions, suits or proceedings arising out of these Terms of Use.

YOU ALSO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH OR RELATING TO, THESE TERMS OF USE.

### **INDEMNIFICATION**

You hereby agree to indemnify, defend, and hold Move Myself, its officers, directors, agents, affiliates, and licensors (the “Indemnified Parties”) harmless from and against any claim or liability arising out of (a) any Submissions you share, upload, post, display, or otherwise submit on or to this Website; (b) any breach of or noncompliance with these Terms of Use or the Privacy Notice; or (c) any claim that your use or the Submission you submit violates any applicable law or third party rights, including that it infringes the rights of a third party. You shall cooperate fully in the defense of any claim. Move Myself reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of this Website may be irreparable; therefore, Move Myself is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies. Your indemnification obligation will survive the termination of these Terms of Use and your use of this Website.

### **BREACH**

In the event you breach these Terms of Use, upon the request of law enforcement or government agencies, after extended periods of inactivity, for unexpected technical issues or problems or in the event you engage in fraudulent or illegal activities, Move Myself may immediately and without notice suspend, terminate, or restrict your activities on this Website. Move Myself also reserves the right to restrict or terminate your access to this Website (or any portions, components, or features of this Website) for any reason or for no reason whatsoever, at any time, without notice or liability. Any such action shall be taken at the sole discretion of Move Myself and you agree not to hold Move Myself responsible for any inconvenience or loss which you may incur as a result of Move Myself taking any of the actions described above.

### **ASSIGNMENT**

You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment

or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Move Myself may assign these Terms of Use or any rights hereunder without your consent and without notice.

## **MODIFICATION**

We reserve the right to change these Terms of Use at any time. Please review the contents of these Terms of Use frequently, as Move Myself may amend them from time to time to reflect changes in its general rules and policies governing your use of this Website. Amendments will become effective when posted on this Website. Move Myself will not provide you with notice of any change in these Terms of Use. It is your responsibility to monitor and review any updates to these Terms of Use. Your continued use of this Website, or online services provided by Move Myself, after such posting will be deemed your acceptance of these changes to these Terms of Use.

## **NOTICES TO YOU; CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

Notices to you may be sent via email or through this Website by displaying links to notices generally on this Website. Any communication regarding your order/request will be emailed to the email address provided by you to us when ordering/requesting on this Website. You understand and agree that you are entering into these Terms of Use electronically and that certain communications may be provided by Move Myself to you by electronic means (i.e., via email or by posting the information on this Website). The categories of communications that may be provided by electronic means include: (a) these Terms of Use and any amendments, modifications, or supplements; (b) records of any purchases made through this Website; (c) disclosures or notices provided in connection with this Website, including any required by applicable laws; (d) any customer service communications, including communications with respect to claims of error or unauthorized use of this Website; and (e) any other communication related to this Website (collectively “Communications”).

All Communications will be deemed to have been received by you no later than 5 business days after we send it to you by email or post it on this Website, whether or not you have received the email or retrieved the Communication from this Website. An electronic Communication by email is considered to be sent at the time that Move Myself’ mail server to your email address directs it. You agree that these are reasonable procedures for sending and receiving electronic Communications.

You agree to promptly update your account records with us if your email addresses change so that we may contact you electronically. You may update your account records, such as your email address, as described in Privacy Notice. You understand and agree that if we send you an electronic Communication but you do not receive it because the email address on file is incorrect, out of date, blocked by your service provider or you are otherwise unable to receive electronic Communications, Move Myself will be deemed to have provided the Communication to you.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of these Terms of Use and any Communication that is important to you and retain the copy for your records. If you do not wish to receive these Terms of Use or the Communications electronically, you may not use this Website.

In order to access and retain Communications, you may need: (1) a computer with an Internet connection; (2) a current web browser that includes 128-bit encryption (e.g., Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled; (3) a valid email address (i.e., your primary email address on file with Move Myself); and (4) sufficient storage space to save past Communications or an installed printer to print them.

If you have registered on this Website and you wish to withdraw your consent to have Communications provided electronically, you must close your account. You may do so by contacting us via the contact information provided on the “Contact Us” page of this Website and stop using this Website. There are no fees to close your account with us.

## **CONTACT INFORMATION**

Should you have any questions or concerns about these Terms of Use, please email us at [privacy@movemyselfhawaii.com](mailto:privacy@movemyselfhawaii.com).

## **MISCELLANEOUS**

If any provision of these Terms of Use shall be found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

No failure on the part of Move Myself to enforce any part of these Terms of Use shall constitute a waiver of any of Move Myself’ rights under these Terms of Use whether for past or future actions on the part of any person. Neither the receipt of any funds by Move Myself nor the reliance of any person on Move Myself’ actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of Move Myself shall have any legal effect whatsoever.

The paragraph titles in these Terms of Use are for convenience only and have no legal or contractual effect.