

Moving Solutions, Inc. (MSI)

Tariff MSI-200

Rules, terms, conditions, certain rates and charges based on shipment volume or units of service purchased for freight forwarding household goods in trailers and containers between points in Canada, the United States, including Alaska, and Puerto Rico under FMCSA authority FF-8973.

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Issued by:

Moving Solutions, Inc.

Attn: Chief Operating Officer

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Table of Contents

<u>Sections:</u>	<u>Page</u>
I. Introduction.....	3
A. Understandings	3
B. Definitions	4
II. General Service Rules, Provisions, Terms and Conditions.....	5
A. Abbreviations.....	5
B. General Rules.....	5
C. Form, Types, Terms and Conditions of Payment.....	13
D. HHG Loss/Damage Liability Limitations	14
E. U.S./Canadian/Other Country's Customs	25
III. Special Service Rules and Provisions	27
A. Packing, Loading and Unloading (Labor) Services	27
B. Transportation Services.....	27
C. Third Party Services.....	30
IV. Other Rules, Provisions, Terms and Conditions.....	31
A. Website Terms and Conditions of Use	31
B. Privacy	33
V. Rates and Charges	34
A. Origin and Destination Services	34
B. Transportation	35
C. Third Party Services	35
Appendix A	37

I. Introduction

A. Understandings:

Moving Solutions, Inc. ("MSI") operates as a freight forwarder of household goods under authority FF-8973 issued by the Federal Motor Carrier Safety Administration (FMCSA), and also does business as U-Pack®, which is a service brand of MSI. As a freight forwarder, we hold ourselves out to the general public to forward shipments of household goods (HHG) for compensation. In the ordinary course of business, MSI may:

1. Assemble and consolidate, or provide for assembly and consolidation, and perform, or provide for performance of, break-bulk and distribution of shipments;
2. Assume responsibility for the transportation from the place of receipt after the trailer or container is loaded and picked up by the carrier to the place of destination;
3. Use non-agent independent contractor carriers subject to jurisdiction of the FMCSA to provide transportation; and
4. Use non-agent independent contractor suppliers or providers of goods and services related to packing, loading, unloading, transportation, storage and/or any other moving assistance you may require.

MSI arranges upon your request, as your agent, independent contractors to perform transportation, assembly/consolidation and break-bulk/distribution, other various moving, storage and related goods and services, including, but not limited to, supplies, packing cartons, packing labor, loading labor, unloading labor, local and interstate transportation and other special services.

This Tariff MSI 200 (Tariff) governs and controls service MSI provides, and is part of each agreement that MSI enters into with you. If there is a conflict or dispute between this Tariff MSI 200 and the reservation confirmation agreement, then the reservation confirmation agreement shall govern and prevail on such conflict or dispute.

This Tariff is available for inspection by any person during our normal business hours at our facility at 6201 Rogers Avenue, Suite J, Fort Smith, AR 72903.

Copies of this Tariff, specific provisions of it, or subscriptions to it shall be provided upon request to any interested person upon payment of \$150.00 USD for a copy, \$50.00 for specific provisions contained on less than two pages, and \$250.00 for an

annual subscription.

MSI reserves the right to modify or change this Tariff at any time and any such changes will become effective when published as part of this Tariff.

MSI reserves to the right to refuse any shipment based on its condition, packaging, likelihood to damage or delay other freight or household goods, its difficulty in loading or stowage, its likelihood to suffer damage or loss, or for any other reason.

Estimates of charges are furnished as a convenience to the customer, and represent an approximation of charges. All charges on a shipment will be based on actual goods tender to MSI and the services arranged by MSI.

B. Definitions:

1. As used in this Tariff, the words "we," "us," "our," "U-Pack," and the initials "MSI" mean Moving Solutions, Inc., which does business as U-Pack®, to arrange and/or provide services under the brand name U-Pack®.
2. The words "you," "your," "Customer," and "customer" refer to the customer requesting an estimate of service charges and/or reserving, purchasing or receiving service from or through us.
3. The term "Personnel" means MSI, its parent company, sister companies, and their owner(s), officers, directors, employees, independent contractors, representatives, affiliates, agents, subsidiaries, assigns, any suppliers and/or service providers that MSI engages on your behalf.
4. The term "carrier's freight terminal," "terminal," or "service center" means a facility at which household good shipments are ordinarily loaded into or unloaded from line haul vehicles.
5. The term "truck" or "vehicle" means any vehicle or combination of vehicles handled as one unit, propelled or drawn by a single power unit and used on highways in the transportation of property.
6. The term "pup" or "doubles trailer" means a trailer 34 feet or less in length.
7. The term "trailer" means any standard trailer, van, pup, doubles trailer or any other similar non-power equipment used by the carrier to transport or move freight or household goods from one location to another.
8. ReloCube® is a registered trademark of Moving Solutions, Inc. and is herein referred to as "ReloCube." ReloCube or other provided moving container

means a portable moving and storage container which is used by a carrier to transport or move freight or household goods from one location to another.

9. The terms “Zip Zone,” “Zip Code Prefix,” “Three-Digit Zip Code,” etc., mean the first three characters of the postal code (including the Canadian postal code, if applicable) assigned to a particular point. A zip code prefix assigned to a customer's physical location may be used for rate making purposes.
10. The term “HHG” shall mean used household good(s) you provided to MSI for shipments.
11. “Equipment” or “equipment” means any provided trailer, ramp, bulkhead, ReloCube and/or any other moving container.

II. General Service Rules, Provisions, Terms and Conditions

A. Abbreviations: Various words are given shorthand definitions (indicated by inclusion within parentheses) within the body of this Tariff.

B. General Rules:

1. **Service Scheduling:** Service (including third party service) typically should be scheduled at least five (5) business days in advance of a service date. All requested dates for service are subject to service availability. MSI will exercise good faith efforts to meet requested dates for service, and in the event that service is unavailable on a requested date, MSI will make reasonable effort to schedule service on the next earliest date.
2. **Surveys, Estimates and Inventory:** Site-surveys are expensive, time consuming, and generally do not produce better assessments of your needs than alternatives.

MSI uses a proprietary system to calculate shipment size and identify customers' requirements, and provide non-binding estimates of service charges.

MSI arranges for physical survey of your HHG or a work site only when you have special service requirements that warrant a physical survey. In the absence of special service requirements, if you wish, we will arrange for physical survey of your HHG for a charge as set forth in Appendix A hereto.

MSI generally does not weigh HHG as we base our charges on space utilized in equipment (i.e., linear feet of trailer footage or exclusive use of containers). If you request your HHG to be weighed or weighing is required, MSI will

arrange for weighing on a certified scale and provide you with tickets evidencing the weight for a charge as set forth in Appendix A hereto.

MSI makes no representation or warranty of the accuracy or correctness of any survey/estimate of your shipment size or your service requirements.

3. **Trailer Use:** Except when you option Exclusive Use of Trailer(s) and agree to pay the additional fee for such services, you will not be accorded the exclusive use of a trailer(s).
4. **Substituted Service:** MSI reserves the right to utilize substituted service in the performance of all or any portion of authorized service.
5. **Changes to Service Schedules or Requirements:** After you confirm a service reservation, you must notify us immediately of any changes in your service schedule(s) or requirements (e.g., types or amounts of service required, service date(s), time(s), location(s), etc). If MSI incurs additional charge(s) due to changes in service schedule(s) or requirements, you are responsible for payment of any such additional charges. Customer understands that MSI will attempt to honor requests to delay delivery shipments when requested to do so by you. However, MSI will bear no liability for its failure to delay delivery. At MSI's sole option, MSI may deliver the goods upon adequate representation that all service charges have been or will be paid in full.
6. **Cancellation of Service:** Cancellation of any service must be made in writing via email to Confirmation@upack.com or by fax to 940-696-7030. To be valid, your cancellation notice must be received by MSI before your scheduled service date(s) and should include your reservation number. If you cancel service seven (7) days or less before a scheduled service date, a cancellation fee will be charged per Appendix A plus any charges we incur as a result of the cancellation. If hourly services have been requested and cancellation occurs on the day hourly services(s) is/are to be performed, then, the minimum charge as shown on the reservation confirmation agreement shall be charged to you. For purposes of this provision, packaging, loading, transportation and unloading constitute separate services.
7. **Equipment Held In Excess of Three Business Days:** In most cases, customer shall have three (3) business days each at the origin and destination to load or unload trailer(s) or moving container(s). If equipment is held beyond three (3) business days, customer will be charged for each day the equipment is held after the three (3) day period – see Appendix A hereto for charge. If U-Pack® and customer have agreed to a live load and/or unload, additional fees will apply if customer exceeds the allotted time.

8. **Availability on Service Date(s):** Excluding labor services, you (or a representative authorized by you) must be available during the performance of all service to view performance and to sign service documents, or you must: (a) provide us with written authorization to access any premises and/or equipment involved with service, and (b) waive the requirement for signing service documents (authorization and waiver).

If you are not ready for service when personnel arrive or not available during the performance of service and you have not provided us with an authorization and waiver, or if service otherwise cannot be performed, a market-based charge will apply for the time personnel have to wait for you to be ready/available for service or to be able to perform service. If you are not ready or available for service or service cannot be performed within a reasonable time, personnel will depart and a market-based charge will apply for all cost(s) we incur.

9. **Detention Fees:** If you are unable to take immediate delivery of your shipment, MSI will hold the shipment at the destination terminal up to two (2) business days for free. Unless storage-in-transit is pre-arranged (see Storage-In-Transit section), subsequent days will be subject to detention fees per day as set forth in Appendix A hereto.
10. **Storage-In-Transit:** If you are unable to take immediate possession of your shipment, MSI may store the shipment at its terminal at a cost specified in your reservation confirmation agreement per thirty (30) day increments, subject to availability. Storage-In-Transit is provided in transportation equipment on an "as available basis." Availability is affected by supply and demand for transportation equipment based on specific origin and destination, and time of year. Storage-In-Transit charges fluctuate depending on location, time of year, and/or by local economic conditions. Storage-in-Transit fees will not be prorated. You will not have access for the purpose of storing or removing your shipment or HHG from it on a self-service basis. Basic Service Coverage continues during storage-in-transit.
11. **Delay:** Neither MSI, Personnel, any supplier, nor service provider MSI engages will be liable to any extent or in any amount to anyone for loss or damage of any kind including, but not limited to, loss of market, loss of value, loss of use, or indirect, consequential, punitive, multiplied and/or incidental damages, or any other indirect damages, expenses and/or costs caused by or resulting from any delay in providing or failure to perform service or any other acts or omissions by MSI, Personnel, a supplier or service provider.
12. **Respot:** When equipment is tendered to customer at origin and through no fault of MSI such equipment delivery cannot be accomplished, no further tender

will be made except upon request. If one or more additional tenders of equipment are made at customer's place, a charge as set forth in Appendix A will be made for each such tender and for the final delivery. All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of MSI before the shipment is redelivered.

13. Redelivery: When a shipment is tendered to customer at destination and, through no fault of MSI, such delivery cannot be accomplished, no further delivery will be made except upon request. If one or more additional tenders or final delivery of the shipments are made at consignee's place, a charge will be made for each such tender and for the final delivery. All charges accruing under the provisions of this section must be paid or guaranteed to the satisfaction of MSI before the shipment is redelivered – see Appendix A for charges.

14. Undeliverable Shipments (Disposition):

(i) If MSI cannot deliver your household goods through no fault of us or the carrier, the shipment will be subject to applicable fees as set forth in your reservation confirmation and/or Appendix A hereto. We shall promptly attempt to provide notice, by telephonic, electronic or other written communication as provided on the front of the bill of lading, if so indicated, to the shipper or other party, if any, designated to receive notice as indicated on bill of lading. Storage may be, at MSI's option, in any location that provides reasonable protection against loss or damage. MSI may place the shipment in public storage at the owner's expense and without liability to MSI.

(ii) If MSI does not receive disposition instructions and payment of all applicable charges within forty-eight (48) hours of the time of MSI's attempted first notification, MSI will attempt to issue a second and final confirmed notification. Such notice shall advise that if MSI does not receive disposition instructions within ten (10) days of that notification, MSI may offer the shipment for sale at a public auction. The amount of sale will be applied to the MSI's invoice for transportation, storage, labor and/or other lawful charges. Customer will be responsible for the balance of charges not covered by the sale of the HHG. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to customer, upon claim and proof of ownership.

(iii) Where MSI has attempted to follow the procedure set forth in this Section II(B)(14) and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of MSI at its option

to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, MSI may dispose of property.

(iv) Where MSI is directed by the payor of the charges to unload or deliver property at a particular location where consignor, consignee or the agent of either, is not present, the risk of loss/damage after unloading or delivery shall not be that of MSI.

(v) Notwithstanding any provisions herein, at any time, and upon any event, MSI has the right to remove the goods from a trailer or moving container, as applicable, and place goods in another trailer, a warehouse or other location pending shipment resolution or disposition.

(vi) Customer has the responsibility to ensure that the destination location will allow us to deliver your household goods without us having to: (1) agree to and/or sign any other contractual terms and conditions other than what is indicated in this Tariff; and/or (2) obtain any licenses, permits or any other authorization to make delivery at the destination.

15. **Reference To Tariffs Or Portions Thereof:** Wherever reference is made in this Tariff or tariffs made subject to this Tariff, such reference also includes all future revisions, supplements and/or reissues.
16. **Warranties:** You warrant that you possess the legal ability and authority to create a binding legal obligation and the full and unfettered legal right, authority and ability to engage MSI for services.

MSI MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICE THAT MSI PROVIDES OR ARRANGES, DIRECTLY OR THROUGH A SUPPLIER OR SERVICE PROVIDER, OR TO ANY WEBSITE MSI MAINTAINS FOR YOUR USE. MSI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE,** OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

17. **Assumption of Risk:** You assume all risks and liability arising from the use and operation of equipment and the use of supplier/service providers, and further understand that such equipment can cause injury or death to you or others. You agree to indemnify, defend and hold harmless MSI and Personnel from any and all claims for liabilities and damages, including attorneys' fees,

court costs and any other costs or expenses, arising from your use and operation of equipment and/or supplier/service providers.

18. **Indemnity:** You agree to indemnify, defend and hold harmless MSI and Personnel from and against any and all demands, claims and causes of action for liabilities and damages, including, but not limited to, direct, indirect, incidental, consequential, special, punitive or multiplied damages, fines, penalties, attorneys' fees and/or litigation costs incurred by MSI and/or Personnel for: (1) personal injuries, including death, caused by you; (2) property damage, including environmental damage and restoration caused by you or your HHG does to other goods or equipment; (3) breach of our agreement or any other agreement between you and a third party; (4) non-compliance with any applicable laws and regulations arising from or out of our and/or Personnel's performance as to services hereunder requested by you; (5) any claim made against MSI and/or Personnel for alleged or actual wrong in taking custody of and/or performing service with respect to HHG in your shipment; (6) damage or injury of any kind to any person or property caused by any HHG in your shipment; or (7) violation of other's rights with regard to your engagement of MSI for service(s).
19. **Limitation of Liability:** Notwithstanding the foregoing, you agree that if MSI or any Personnel are found liable for any damage to you of any kind resulting from any cause in connection with the operation of any website or your use thereof, any request for estimate of service charges, service reservation or purchase of service, or service performed for you, MSI and Personnel's liability shall not exceed the total amount of charges collected from you by MSI. Notwithstanding any terms and conditions contained herein, HHG loss and/or damage shall be governed as provided in this Tariff. **IN NO EVENT WILL MSI OR PERSONNEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, DATA OR ANY OTHER PECUNIARY LOSS).**
20. **Other Insurance:** In no event shall MSI or Personnel be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.
21. **Assignment, Integration, Applicable Law and Titles, Headings and Captions:** You may not assign your agreement with MSI for service without our express prior written consent. Your agreement with MSI for service consists of various electronic and hardcopy documents, all of which may be executed in counterparts, which shall be deemed originals, and together with this Tariff, shall constitute the same and the entire agreement between you and MSI. The agreement between you and MSI and/or any dispute between you and MSI is

governed by the federal laws and regulations of the United States of America. In the event that any provision(s) contained within our agreement, including this Tariff, or any part thereof, require interpretation or application which is not otherwise provided under federal statutes or common law, then, the laws of the State of Arkansas, without regards to its principles of conflicts or choice of laws, shall govern and interpret those provisions. Any necessary judicial proceeding must be brought in a court of competent jurisdiction within Sebastian County, Arkansas. Titles, heading and captions in this Tariff are provided for convenience only and shall not be used to construe meaning or intent. You agree not to sue MSI or Personnel as a class plaintiff or class representative, join a class as a member or agree to consolidate your action into or participate as an adverse party in any way in a class action lawsuit against us and/or Personnel. However, nothing herein limits customer's rights to bring an individual claim as provided herein.

- 22. Severability:** In the event any provision or part of a provision in this Tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of law, such determination shall not invalidate the whole Tariff, but this Tariff shall be construed as if not containing the particular provision or part of provision held to be invalid, and the rights and obligations of you and MSI shall be construed and enforced accordingly.
- 23. Authorized Signatures for Tariff Modifications:** MSI's President and Chief Operating Officer are the only representatives or employees authorized to modify the provisions of this Tariff. Except, as provided herein, no other MSI representative or a carrier's driver or a labor service provider hired, are authorized to modify this Tariff. A bill of lading signed by a driver only acknowledges receipt of the HHG by the driver. Continued use of an unauthorized bill of lading by you or any other person or entity will not constitute an implied acceptance by MSI

Electronic Signatures, as defined below, shall be recognized as valid forms of signature on such agreements or contracts, unless specifically excluded through the Global and National Commerce Act (E-Sign).

Electronic, digital, and digitized signatures shall be defined as:

- (i) **Electronic Signatures:** any sound, symbol, or process (specifically excluding e-mail) using an electronic medium to identify an individual (i.e., a password, or any of the other forms of electronic signature identified below.)
- (ii) **Digital Signature:** an electronic signature using asymmetric cryptography to encrypt and decrypt messages.
- (iii) **Digitized Signature:** a digital image of a physical signature created either by scanning a physical signature or using an electronic device to create

a digitally replicated signature.

Where MSI is required to retain records of documents either by statute or other agreement, such records will be retained by an electronic record of the electronic, digital or digitized signature.

24. **Impracticable Operations:** Pickup, delivery or any other services will not be performed at any site for which it is impracticable to operate vehicles, utilize labor and/or other service providers because of:
- (i) The condition of roads, streets, driveways, alleys or approaches thereto;
 - (ii) Inadequate loading or unloading facilities; or
 - (iii) Strikes, labor disputes, riots, terrorism, acts of nature, the public enemy, the authority of law, the existence of violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any other reasonable acts as determined in MSI's discretion.
25. **Notations:** Notations on the service receipt, delivery receipt, manifest, bill of lading or any shipping document and/or alleged agreement with regard to rates, charges, terms, conditions or other information will be considered for information purposes and nonbinding on MSI, and will neither remove nor modify applicable actual rates, charges, terms and/or conditions of any shipment under this Tariff.
26. **Your Demise During Shipment:** If your unfortunate demise occurs while your HHG is loaded into a trailer or moving container, whether in transit from origin to destination or after arrival at destination, we will not release your HHG to anyone until: (1) an appropriate court order is received by us directing us to release your HHG to a certain person and/or entity; or (2) MSI determines it is appropriate to release your HHG to another person and/or entity. You and your heirs, devisees and legatees hereby release and will indemnify, defend and hold harmless us and Personnel from any and all liability and damages, including attorneys' fees, court and litigation costs, storage fees and any other expenses incurred for storing and/or releasing your HHG per judicial order or as determine appropriate by MSI.
27. **Waiver:** BY ACCEPTING SERVICES HEREUNDER, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK JUDICIAL RELIEF IN THE FORM OF LEGAL OR EQUITABLE REMEDIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. IN THE EVENT OF A DISPUTE, YOU EXPRESSLY AGREE TO THE ALTERNATIVE DISPUTE SETTLEMENT SERVICES PROVIDED THROUGH THE BETTER BUSINESS BUREAU (BBB), AS PROVIDED HEREIN.

C. Form, Terms and Conditions of Payment:

1. **Quotation of Estimated Charges:** When MSI has furnished, either orally or in writing, an estimate of service charges, that estimate will be based on the facts concerning the shipment(s) which you have provided to MSI. Estimates of charges are furnished as a convenience to you and represent an approximation of charges and are not binding on MSI. You agree to pay the charge(s) for the services rendered to you, actual use of a trailer(s), or the number of ReloCubes or other moving containers used by you. All charges on a shipment will be assessed on the basis of provisions legally in effect at the time of shipment and the characteristics of the HHG actually tendered to MSI.
2. **Charges Due in Full:** You must pay for all services actually performed at your request, direction and/or as required, including services that you add or that exceed a non-binding estimate of your services requirements. Payment of estimated charges for all services you reserve is due to us immediately after your shipment is loaded and moving in interstate or intrastate commerce. Final payment for all service performed for you is due immediately upon the completion of all service, excluding storage services, which you pay for as they are incurred.
3. **Payment of Charges:** Unless otherwise specifically provided, all rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are payable in lawful money of the U.S.
4. **Rounding of Fractions:** In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole foot or cent, as applicable. If less than .5, reduce to the previous foot or cent. If .5 or more, increase to the next higher foot or cent.
5. **Offsetting Charges:** Customer shall not offset from or delay the payment of lawfully established charges due MSI as result of any overcharge claim, chargeback, duplicate payment or loss and/or damage claim. A formal claim shall be filed and processed separately.
6. **Form of Payment:** In most cases, payment may be made by major credit card, debit card, certified check or money order. All charges due subsequent to completion of all service will be charged to your credit or debit card on file with MSI.
7. **Credit Refusal:** An administrative service charge will apply for each instance in which a check or draft, or a charge to a credit or debit card that you authorize

is not honored due to insufficiency of funds/available credit (“credit refusal”).

8. **Interest Charge:** Any outstanding balance of charges due and owing to MSI (“outstanding balance”) will accrue a monthly interest charge in an amount equal to the lesser of an amount calculated by multiplying the outstanding balance by: (i) a percentage rate of 1.5% or (ii) the maximum rate allowed by law.

9. **Cost of Collection:** You will be charged all costs that MSI incurs to collect charges that are due and owing to MSI for service rendered, including, but not limited to, attorneys’ fees (both trial and appellate), all other legal fees, all costs of arbitration/litigation, including costs incurred to execute on any award or judgment.

D. **HHG (herein may be referred to as “goods” and/or “personal effects”) Loss/Damage Liability Limitations:**

1. **In General:** Subject to the terms and conditions herein, coverage is as follows:

i. **Property:** Coverage applies to goods consisting exclusively of HHG and personal effects placed in MSI’s possession or care, custody and control, including HHG placed with MSI for transportation (“transported HHG”) and/or storage (“stored HHG”).

ii. **Risks:** Coverage applies to all risks of direct physical loss or damage due to any cause not specifically excluded, limited or conditioned herein.

iii. **Hourly Services:** MSI does not provide any coverage for hourly services. **All HHG claims caused by hourly service providers must be filed with the applicable hourly service providers you hired.**

iv. **Time:** Coverage starts when MSI first takes possession or care, custody and control of your HHG after it has been loaded in a trailer or moving container, and ends upon completion of service that MSI provides when MSI relinquishes possession or care, custody and control of your HHG by delivery to destination, and does not apply during times that MSI does not have possession or care, custody and control of your HHG.

v. **Scope:** Coverage applies to HHG transported between points within the continental United States (including Alaska and Puerto Rico) and Canada.

vi. **Owner:** Coverage applies solely for the benefit of legal owner(s) of HHG handled by MSI.

vii. Constructive Weight: A weight based on (1) a formula of 5.25 pounds per cubic foot of properly loaded trailer or container space occupied by HHG, or (2) the actual weight of an item of like material, construction, dimension and kind.

viii. Prohibited Property: The following property will not be accepted for shipment, and if such property is included in a shipment, MSI or the supplier/service provider shall not be liable for such property and you accept all liabilities and damages caused by such property:

Bank bills;
 Currency;
 Deeds;
 Drafts;
 Jewelry, other than costume or novelty jewelry;
 Letters, with or without stamps affixed;
 Museum exhibits or articles of antiquity;
 Notes;
 Original works of art;
 Postage stamps;
 Precious stones;
 Precious metals (including precious metal scrap);
 Revenue stamps;
 Valuable papers of any kind;
 Animals;
 Corpses;
 Fish scrap;
 Flowers or Plants;
 Straw or hay, fresh cut or dried, in unfinished, loose or baled form;
 Livestock;
 Class 6.2 Infectious substances;
 Class 7 Radioactive materials;
 Nitrocellulose with alcohol, 4.1, UN2556, PGII;
 Explosives 1.1, 1.2, 1.3;
 Hazardous and nonhazardous waste;
 Hazardous materials or items, including, but not limited to, substances items or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of the United States;
 Commodities with elevated temperatures;
 Gasoline UN & NA 1203;
 Ethanol and Gasoline Mixture (UN 3475);
 Asbestos NA 2212;
 Smokeless Powder for Small Arms NA 3178 (over 100 lbs.);
 Records or other data in any form containing personal or financial information, including, but not limited to social security numbers, dates of birth, driver's

license numbers, credit card numbers and financial account information;
Engine Starting Fluid;
Fire Extinguisher;
Gases used in welding;
Scuba diving tanks;
Chlorinated hydrocarbons in decorative lamps;
Any material termed combustible, corrosive, and/or flammable;
Frozen food;
Open or partially used food;
Plants;
Produce;
Refrigerated foods;
Food in glass jars;
Antiques;
Automobiles;
Contraband;
Pets;
Photos – photo albums;
Acetone;
Adhesive;
Ammonia;
Bleach;
Charcoal briquettes;
Cleaning fluids;
Compound -3 weed killers;
Denature alcohol;
Enamel;
Insecticides;
Kerosene;
Collectible books;
Lacquer;
Lamp oil;
Leather dressing or bleach;
Lighter fluid;
Liquors;
Matches;
Motor oil;
Nail polish;
Nail polish remover;
Oil stains for wood;
Paint or varnish remover;
Petroleum products;
Pesticides;
Polishes, liquid;

Poisons;
Propane tanks;
Propane or other gases;
Shellac;
Shoe polish;
Stains;
Turpentine;
Varnish;
Wood filler;
Weed killer;
Alcoholic beverages;
Alcohols;
Antifreeze compounds;
Camphor oil;
Fluid Cleaners;
Corrosive liquids;
Acids;
Battery with acids;
Disinfectants;
Dyes;
Flame retardant compounds;
Iron/steel rust preventives;
Paint and paint related materials;
Ammunition;
Black powder;
Blasting caps;
Dynamite (plastics or similar explosives);
Explosives auto alarm;
Fireworks;
Fuse lighters;
Igniters or primers;
Loaded/unloaded guns;
Matches;
Propellants;
Signal flares;
Smokeless powder;
Souvenir explosives/instruments of war;
Spear guns having charged heads;
Sterno; or
Toy propellant or smoke devices.

Please Note: Disposal of any opened containers of any liquid is strongly recommended to prevent liquid damage to your HHG or any other property during loading, transporting and/or unloading.

ix. HHG Liable to Damage Other Freight or Equipment: MSI is not obligated to receive HHG or other freight liable to impregnate or otherwise damage HHG, freight and/or carrier equipment. Such HHG may be accepted and receipted for “subject to delay for suitable equipment” or may, for lack of suitable equipment, be refused. You are responsible for any damage or loss to other goods and/or carrier equipment caused by your HHG.

x. Other Prohibited Items: You agree not to include any hazardous materials or items of any type, in any quantity, in your shipment. For purposes of this provision, “hazardous materials” include, but is not limited to, illegal item or substances items listed or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of a federal or state level, as applicable. You also agree not to include any items in your shipment that you are advised not to include by MSI.

xi. HHG Liability Limitations: Since you are responsible for the packing, loading and unloading of your personal effects, liability coverage only applies to damage caused by the carrier’s negligence in transporting shipment between origin and destination. MSI assumes the liability of a freight forwarder and subject to carrier provisions of 49 U.S.C. 14706(a)(2)&(c)(1). In the event of damage or loss caused during transportation between origin and destination, MSI or the carrier’s liability shall be limited to \$0.10 per pound per loss and/or damaged item (“Basic Service Coverage”). Coverage in addition to the Basic Service Coverage is available and can be purchased at current costs and limits which are available upon your request by contacting MSI prior to the trailer(s), ReloCube(s) or other moving container(s) spot date. The Basic Service Coverage or any additional coverage purchased is liability coverage for the carrier’s negligence and is not insurance for your goods. MSI does not provide insurance for your personal effects. In the event of cargo loss and/or damage caused by fire, vehicle collision, vehicle overturn, or complete trailer, ReloCube or other moving container theft, MSI or the carrier’s liability coverage shall increase to \$3.00 per pound per lost and/or damaged piece with a maximum liability of \$60,000 per trailer and \$7,500 per ReloCube or other moving container (“Catastrophic Coverage”). MSI or the carrier is not responsible for damage and/or loss caused by packing, loading and/or unloading caused by labor hired by you or through us on your behalf. You agree to only file claims for goods lost and/or damaged while being transported between origin and destination with MSI.

2. **Conditions:** Coverage is subject to the following conditions:

i. Particle Board: You must disassemble HHG constructed of particle board or any like material prior to loading.

ii. Submit Claim: A complete claim must be received by MSI within nine (9) months of the date of completion of the last service provided to you by MSI. Any right to recovery will be barred if a claim is not filed within said nine (9) month period.

iii. Charges Must Be Paid: A claim form will not be settled until MSI receives payment in full for all service rendered.

iv. HHG Packed by Owner: HHG that you pack or have packed for you by someone other than MSI arranged service provider are not covered against loss and/or damage unless there are visible signs of physical damage to the containers in which such HHG are packed and evidence that indicates that such damage to the containers was caused by negligence of MSI.

v. Duty to Cooperate: You have a duty to cooperate fully with any investigation MSI makes during the claim settlement process. At a minimum, "cooperate" includes making HHG available for inspection and repair, granting access to transportation and storage transaction records, and leaving any containers with visible exterior damage packed until they are inspected.

vi. Subrogation and Release: Your right to receive payment of an amount by MSI in settlement of a loss and/or damage claim shall include obligations to: (1) assign and subrogate to MSI at the time of such payment all rights and claims that you have against any other individual(s) or entity(ies) with respect to the loss and/or damaged HHG; (2) convey all right title and interest in loss and/or damage item(s) to MSI and to make the same available to MSI for salvage/recovery; (3) render all reasonable assistance in MSI's pursuit of recovery of loss and/or damage claim from third party; (4) you authorize MSI in effecting such recovery; (5) you authorize MSI to file claims and/or lawsuits against any third party in your name(s), and hereby appoint the officers and agents of MSI, as your agent and/or attorney-in-fact, with irrevocable power to collect any and all such claim(s) and to begin, prosecute, settle or withdraw, either in your name and/or our name, but at our expense, any and all legal proceedings which MSI may deem necessary to enforce such claim(s), including proceedings before any tribunal or international tribunal, and to execute in your name any documents which may be necessary to carry into effect the purpose of these subrogation rights granted by you to MSI; (6) you agree to execute any documents which may be necessary to enable MSI to proceed in accordance herewith, including any pleadings and releases that MSI may request you to execute; (7) you agree that any monies collected from any third party through these subrogation rights are solely our property; and (8) to fully and finally release MSI, in writing if requested by MSI, from any and all liability regarding the claim for which MSI makes payment to you in settlement of your claim and further in accordance with confidentiality provisions

contained in such written release.

vii Freezable Policy: MSI does not offer protective service from freezing.

3. **Exclusions:** Coverage does not apply to the following, or to damage and/or loss caused by or due to the following:

i. External Cause: Any external cause.

ii. Your Act or Omission: Any act, omission or order of yours, any agent of yours, any owner of HHG in your shipment, or any agent of any owner of HHG in your shipment, including any act or omission of any service providers you, your agent, an owner or owner's agent engage to perform any special services with respect to HHG in your shipment. As used in this section, "act or omission" shall include, but is not limited to, failure to protect with adequate cartons, wrapping material or crating, or your shipment contains HHG that are susceptible to damage. Service providers have the right not to accept for loading/transportation HHG in a shipment that are susceptible to damage that are not protected with adequate cartons, wrapping material, crating or supplies.

iii. Defect or Inherent Vice: Defect or inherent vice of an item or items in your shipment, including, but not limited to: (1) susceptibility to damage because of sensitivity to vibration and atmospheric conditions such as temperature or humidity or changes in the same, and (2) mechanical or electrical derangement of mechanical, electrical, or electromechanical devices except when such devices are packed in original equipment manufacturer's packaging or a third-party service provider is used to prepare HHG for transportation unless there are visible signs of physical damage to such HHG and such damage was caused by the negligence of MSI.

iv. Perishable HHG: HHG that by their nature are perishable, such as plants, animals, or food items and all other like goods.

v. Hazardous and Prohibited Materials: Spillage, leakage or other release, or combustion, explosion or other reaction of any HHG, substance, chemical or compound in your shipment that is a "Prohibited Item."

vi. Loss/Damage to HHG not Noted: Unless MSI provides wrap, pack, load and unload services on your shipment and such HHG are noted as missing or damaged on shipping document(s) at the time of unloading, MSI shall not be liable for loss and/or damage.

vii. Computer Data or Media: Loss of or damage to computer data or

media.

viii. Negotiable Instruments or Other Valuables: Documents, currency or coins, stamps, securities, notes, deed, money, jewelry, furs, weapons, gems and precious stones and any other HHG of intangible or sentimental, tradable or collectible value.

ix. Pair, Set, or Part: In the event of loss of or damage to any HHG or HHG(s) which are a part of a pair or set, or to a part of any HHG, Coverage will only apply to the HHG which are part of a pair or set that are lost and/or damaged and not to the entire pair or set, and only to a part of a HHG item that is lost or damaged and not to the entire item.

x. HHG Not Handled: Coverage does not apply to HHG claimed as lost or missing that are not wrapped, packed and loaded by MSI arranged service providers. It is your duty to (1) Reserve sufficient equipment to hold all the HHG you want loaded; and (2) Inspect the work site to ensure that all HHG to be packed, wrapped and loaded are in fact packed, wrapped and loaded adequately.

xi. Insects, Vermin, Molds or Ordinary Wear or Tear: Insects, moths, vermin, molds or other fungi or growths, gradual deterioration or ordinary wear or tear of HHG.

xii. Risks of War: Hostile or warlike acts, including acts of terrorism, in time of peace or war, including action in hindering, combating or defending against or actual, impending or expected attack by any government or sovereign power, or by any authority maintaining or using military or other armed forces or any agent of any such government, power, authority or force.

xiii. Weapons of War: Any weapon of war or terrorism, whether employing traditional means of force, atomic fission or radioactive force, or biological or chemical agents, whether in time of peace or war.

xiv. Domestic Unrest: Insurrection, protest, rebellion, revolution, civil war, terrorism, or action taken by any governmental authority in hindering, combating or defending against such an occurrence.

xv. Other Government Action: Seizure or destruction under quarantine or customs regulations, confiscation for any reason by order of any governmental or public authority, or risks of transporting contraband or any HHG of illegal trade.

xvi. Labor or Civil Unrest: Strikes, lockouts, labor disturbances, riots, civil

commotion, terrorism or the acts of any person(s) taking part in any such occurrence.

xvii. Acts of God: Including, but not limited to earthquake, avalanche, fire, lightning, flood, hurricane, windstorm, tornado, or snow, hail, sleet, ice or rain storm, or any other contingency not within the control of MSI.

xviii. Failure to Preserve: Any loss and/or damaged HHG in a shipment if you (or the owner) fail to preserve it or any container(s) in which a lost and/or damaged HHG was packed, and all other evidence that such claimed loss or damage is the result of the negligence of MSI or a service provider.

xix. On-Site Storage: HHG stored in transportation equipment placed at, on or around your residence are not stored HHG and not eligible for coverage.

xxi. Burglary: Coverage does not apply to a burglary, except when there is no evidence of forcible break in and entry into transportation equipment used for stored HHG or transported HHG.

4. **Cargo Claim Processing and Settlement**

i. Submission Process: In the event of loss and/or damage, you must contact your MSI representative to obtain a claim form or a link to an online facility for preparation and submission of a claim.

ii. Settlement Process: Upon receipt of a complete claim, a MSI representative will review the claim and expeditiously collect information to determine the cause and extent of the loss and/or damage claim. Our goal is to notify you of a settlement determination within sixty (60) days of receipt of a complete claim.

iii. Settlement Determination: MSI has the absolute right and unfettered discretion to repair, replace or reimburse for lost and/or damaged HHG. In exercise of this right, MSI may elect to: (1) Repair a HHG or pay you for the cost of repair; (2) Replace a HHG with a new item or pay you the un-depreciated cost of a new item; or (3) Pay a reasonable allowance for damage to a HHG that can still be used for its intended purpose without repair. If MSI elects to replace a lost and/or damaged HHG and cannot find the exact same HHG, MSI may replace such HHG with a HHG of comparable quality and features. MSI shall provide you with written notification of its settlement determination as provided herein.

iv. Salvage: Upon notice to you in the settlement determination, MSI shall have the right to ownership of any and all damaged item(s) that it replaces or

for which it provides reimbursement.

v. Assignment of Subrogation Rights: Filing a claim for loss and/or damage under Coverage will constitute an assignment to MSI of your right(s) to seek settlement directly against third party service providers, carriers, and storage or transportation service providers for any loss of or damage to HHG.

5. Alternative Dispute Settlement (ADS)

i. Policy: Our policy is to work with you to resolve any issues or disputes with respect to service, including, but not limited to, all disputes regarding loss, damage and/or charges (collectively referred to as “disputes”). MSI is committed to work with you in good faith to resolve disputes, and MSI expects you to do the same. MSI has found ADS process to be a cost-effective, fair and quick way to resolve disputes through the Better Business Bureau (“BBB”), via document submission, teleconference and/or personal appearance. You and MSI agree that all disputes and any claims arising hereunder if such cannot be resolved informally between you and MSI shall be resolved by an ADS process through the BBB.

ii. Costs of ADS: You and MSI each will pay one-half of the cost to institute ADS through BBB unless the BBB determines that MSI will pay a larger portion. In his/her decision, the BBB may determine which party shall pay the cost or a portion of the cost of the ADS proceeding.

iii. Procedure: Upon your request, MSI will provide you with information and a form to institute an action with the BBB to resolve a dispute through ADS.

For any disputes or claims not resolved informally between you and MSI, which were properly filed within the nine (9) month claim filing period, you must: (1) file your dispute or claim with the BBB within two (2) years of the completion of the last service provided through MSI, and (2) notify MSI in writing of your intention to seek ADS. If you do not file an appropriate ADS form with the BBB to institute ADS to resolve your dispute or other claim within the two (2) year period, then the expiration of said two (2) year period shall be a complete and absolute defense to any disputes or other claims, including any action at law or in equity, without regard to any mitigating or extenuating circumstances or excuses whatsoever.

Below is a link to information that explains the ADS procedure:

<http://www.bbb.org/us/moving-and-storage-issues/>

iv. Binding ADS; Decision: ADS shall be binding for all claims regardless of amount.

A final decision issued in binding Arbitration means:

- (a) You and MSI will be legally bound to abide by the BBB decision and comply with the decision terms;
- (b) You and MSI give up any right to sue the other in court on any disputes and claims, unless MSI fails to perform according to the BBB's decision; and
- (c) You and MSI agree that BBB or anyone else shall not be authorized to award either party attorneys' fees or any indirect damages, e.g., consequential, incidental, special, multiplied or punitive damages.

An arbitrator will generally issue a final decision within sixty (60) days of receipt of a written notification of a dispute.

E. U.S./Canadian/Other Country's Customs:

1. **In General:** Shipments awaiting Customs Release by U.S. Customs and Border Protection (CBP) or Canadian Border Services Agency (CBSA) will be subject to the applicable detention charges, storage charges and/or customs examination fees as provided in Appendix A hereto in addition to any other additional costs or fees incurred by MSI. Detention charges, if any, will be assessed against you. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.
2. **Export or Import Shipment Requirements:** Shipments must be accompanied by all papers necessary to comply with the requirements of governmental authorities.

You must furnish all invoices, documentary evidence and declarations, including duties, fees and other charges which may be imposed or assessed against the property transported. MSI will in no way be responsible for delays to the HHG transported nor for HHG held by any government agency for any reason whatsoever. Where all necessary requirements of such authorities are not complied with, and through no fault of MSI, additional expenses and/or fines are incurred to comply with such requirements, those expenses may be

advanced by MSI and shall become a charge to your HHG. Delivery will not be made until such charges are paid or guaranteed by you.

When shipments must be held by MSI pending compliance of customs regulations and requirements by you or your representative, a charge will be made for the service required on the part of MSI as provided in Appendix A hereto.

Custom related charges shall be in addition to all other applicable charges, including additional charges imposed by the broker for the administrative services it provides and will be assessed against you. You must also be established with the Customs broker as the Importer of Record (IOR). Prior to the movement of the first shipment, the IOR must complete specified documentation for the broker.

3. **Customs Delay:** When shipments are delayed at the border, through no fault of MSI by CBP, CBSA or other regulatory agencies or customs, fees shall apply as set forth in Appendix A hereto. There is no charge for the first 15 minute delay, but a charge for each succeeding 15 minute delay or fraction thereof will be incurred as provided in Appendix A hereto.
4. **Sufferance Warehouse Examination:** When a shipment is assessed additional charges by a sufferance warehouse for processing, warehousing, Customs examination, or handling, those additional charges will be assessed on your invoice. In computing storage charges, time will begin forty-eight (48) hours after 5:00 p.m. on the day rejection of entry is received by MSI from the Customs broker, deemed to be acting as the agent of you. When shipments are delayed at the border, through no fault of MSI by CBP, CBSA or other regulatory agencies or customs, certain fees shall apply as set forth in Appendix A hereto
5. **Customs Brokerage Handling:** On shipments moving between Canada and points in the United States where MSI acts to facilitate the association of the customer with a Customs broker for the creation of the entry with Customs, a fee per entry will be assessed to your bill as set forth in Appendix A hereto. Such fee shall be in addition to all other applicable charges, including additional charges imposed by Customs broker for the administrative services it provides and will be assessed against you. You must also be established with the Customs broker as the Importer of Record (IOR). Prior to movement of the first shipment, the IOR must complete specified documentation for Customs broker.
6. **Puerto Rico – Shipper's Export Declaration:** The U.S. Census Bureau requires Electronic Export Information (EEI) formerly known as Shipper's Export Declaration (SED) to be filed in the Automated Export System (AES) for

each Puerto Rico or U.S. Virgin Island shipment having a declared value exceeding \$2,500.00, unless otherwise exempt by U.S. federal regulations. At the specific request of you, MSI or carrier will prepare all required export documentation, prepare or complete your drafts or invoices, and dispose of such documents in accordance with your instructions, fees will be assessed against you as set forth in Appendix A hereto. A charge will apply for the electronic filing of Export Declaration on the behalf of the shipper. Application of the service and the charge will occur when the shipper fills out form 7525-V and signs authorization (Block 29) for carrier to electronically file on shipper's behalf. At its option, shipper may provide carrier with written authorization or power of attorney to electronically file on its behalf.

III. Special Service Rules and Provisions

A. Packing, Loading and/or Unloading Services (Labor hired by you)

1. **Unit Rates:** Base rates for labor service are per unit of space (e.g., packing cartons, linear feet of trailer floor space or moving containers) into or from which your HHG are placed or removed.
2. **Hourly Rates:** All charges for service based on time shall be computed by multiplying the applicable hourly rate by the time service is provided. Fractions of an hour will be treated as follows:
 - i. **Time Required is 15 Minutes or Less:** A charge shall be for one quarter of an hour.
 - ii. **Time Required is more than 15 but not more than 30 Minutes:** A charge shall be for one half hour.
 - iii. **Time Required is more than 30 but not more than 45 Minutes:** A charge shall be for three quarters of an hour.
 - iv. **Time Required is more than 45 minutes but not more than 60 Minutes:** A charge shall be for one hour.

B. Transportation Service

1. **Estimated Charge(s):**
 - i. **Additional Trailer(s):** If customer elects to utilize more than one (1) trailer, you will be subject to a minimum charge based on five (5) linear feet in the additional trailer(s). The adjustment price per foot will apply for each additional linear foot of trailer space used beyond the minimum five (5) linear

feet. Length will be rounded to the nearest foot as provided in Section II(C)(4) herein.

ii. Trailer: Charges are based on requested trailer footage. You agree to pay the price shown in your reservation confirmation agreement, plus the Adjustment Price per Foot for every linear foot of trailer space used (including bulkhead) beyond the Requested Trailer Footage. MSI shall reduce the price, by the Adjustment Price per Foot, for every linear foot not used less than the Requested Trailer Footage, subject to the minimum charge listed in your reservation confirmation agreement. You are responsible for entering the footage used on the bill of lading. The footage used is subject to inspection by the transportation provider. Length will be rounded to the nearest foot as provided in Section II(C)(4) herein.

iii. Moving Container: You agree to pay the charge(s) based on the exclusive usage of each moving container as shown in your reservation confirmation agreement.

2. Transit: Transit begins the business day following pickup of your shipment. Transit times do not include day of pickup, weekends, or holidays. For multiple container or trailer shipments, transit time is computed from the business day following pickup of the last piece of equipment.

i. Standard Transit: While Standard Transit gives an estimated delivery time as to when a shipment will arrive at destination, a specific date or time of delivery is not guaranteed.

ii. Guaranteed Service Option: Guaranteed Service is an option available for most shipments and provides guaranteed delivery at your destination based upon the guaranteed delivery date shown within your reservation confirmation agreement. Your shipment must be picked up at your origin by 6:00 p.m. local time on equipment pickup date shown on your reservation confirmation agreement. If the shipment is picked up after 6:00 p.m. on the reserved pickup date, the guaranteed delivery date is no longer applicable. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, acts of God, terrorism, natural disaster, labor disputes/strikes or your inability to receive shipment. If delivery occurs after the guaranteed delivery date due to delays by the transportation provider, charges will be eligible for a reduction not to exceed one hundred percent (100%) of the total transportation charges. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, acts of God, terrorism, natural disaster, labor disputes/strikes or your inability to receive a trailer(s) or moving container(s).

- iii. Guaranteed Appointments:** An empty trailer or moving container(s) will be delivered on the date and time shown on your reservation confirmation agreement. You or your Designated Agent must be present when the trailer or moving container(s) is/are spotted or additional fees may apply. If delivery of the empty trailer or moving container(s) at origin occurs after the guaranteed appointment time due to delays by the transportation provider, charges will be eligible for a reduction not to exceed one hundred percent (100%) of the total charges. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, acts of God, terrorism, natural disaster, labor disputes/strikes or your inability to receive a trailer or moving container(s).
3. **Additional Equipment & Service:** A ramp will be available at most locations and will be delivered with the trailer. The maximum weight limit for the ramp is 1,000 lbs. The ramp must be loaded outside the bulkhead wall when returned to the servicing transportation terminal. The ramp does not travel with your shipment. Additional charges will apply if the ramp travels with your shipment to destination because of being loaded inside the bulkhead. If the ramp is not returned to the transportation provider, replacement charges are applicable and provided in Appendix A hereto.
4. **Additional Charges:** Charges are based on the specifics outlined in your reservation confirmation agreement and through bill of lading. The charges are subject to change upon alteration of your schedule or the occurrence of certain events, including but not limited to: (a) Change in spot date; (b) Change in origin or destination city/zip/location code; (c) Parking fees, fines, or trailer/container tow services; (d) Equipment detention fees; (e). Untimely return of ramp to local terminal; (f) Gypsy Moth Quarantine (California); (g) Customs delay; (h) Redelivery Charges per redelivery attempt; (i) Trash or boxes left on a trailer or moving container; and (j) Guaranteed Service - see Appendix A for all such charges.
5. **Parking and Placement:** A trailer or moving container(s) will be spotted at your sole risk at the origin location and/or destination location. You agree that MSI shall have no liability for any damage to personal or real property, or improvements arising out of, the placement or removal of any equipment. IT IS YOUR RESPONSIBILITY TO ARRANGE FOR LAWFUL PLACEMENT OR TO OBTAIN PERMISSION FOR THE PLACEMENT OF THE TRAILER(S), MOVING CONTAINER(S) AND EQUIPMENT, AS APPLICABLE. You are responsible for payment of any amount(s) charged to MSI or to a supplier or service provider that MSI engages for you, due to your failure to act in accordance with, comply with, or make adequate arrangements for variance from any laws, local rules or ordinances, including, but not limited to, payments for any parking charges, ordinance or code violations and towing charges.

6. **Packing Material, Debris or Trash Removal:** It shall be the responsibility of you to remove packing material, debris or trash from the trailer(s), ReloCube or other moving container.

A charge as set forth in Appendix A hereto for each 15 minutes or fraction thereof required to perform this service will be assessed against you when you request such service.

In addition, any expenses incurred by MSI to satisfy fees or charges directly attributable to this service will be assessed against you when you request such service or such service is required due to your failure to remove packing material, debris or trash from the trailer(s), ReloCube or other moving container. Upon request, evidence of payment of such fees or charges will be furnished by MSI.

Any expenses incurred in this section will be in addition to all other lawful charges and fees, and will be assessed against you.

7. **NO WARRANTY: MSI, PERSONNEL AND EACH SERVICE PROVIDERS DO NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY YOU. WITHOUT LIMITING THE FOREGOING, MSI, PERSONNEL OR EACH SERVICE PROVIDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF MSI, PERSONNEL AND/OR EACH SERVICE PROVIDERS: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.**
8. **Undelivered Freight:** If MSI cannot deliver HHG through no fault of its own, the shipment will be subject to applicable storage or detention charges.

C. Third Party Service

1. **In General:** Third Party Service means a service requiring special skill or equipment not usually possessed by a carrier, including, but not limited to, appliance de-installation/installation, furniture and equipment disassembly/assembly, and crating of large items with a high susceptibility to damage.
2. **When Needed:** In addition to your determination, MSI reserves complete discretion to determine whether and when Third Party Service is needed to protect and/or move HHG in your shipment safely.

IV. Other Rules, Provisions, Terms and Conditions

A. Website Terms and Conditions of Use

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF OUR WEBSITE, UPACK.COM. YOUR VIEWING OR USE OF THIS SITE WILL CONSTITUTE YOUR AGREEMENT, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (HEREINAFTER COLLECTIVELY "YOU" OR "YOUR"), TO ALL OF THE TERMS AND CONDITIONS PROVIDED BELOW. MSI MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE AND YOUR SUBSEQUENT VIEWING OR USE OF UPACK.COM WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS. THERE MAY BE ADDITIONAL TERMS AND CONDITIONS PROVIDED THROUGHOUT UPACK.COM GOVERNING YOUR USE OF PARTICULAR FUNCTIONS, FEATURES, INFORMATION AND APPLICATIONS AVAILABLE THROUGH UPACK.COM.

1. **Use:** Use of UPack.com is provided solely for our current and potential customers to interact with MSI and may not be used, reproduced, duplicated, copied or sold by any other person or entity, or for any other purpose. The use of automated dial-in, inquiry, or screen-scraping devices, programs, or applications to obtain information through UPack.com is strictly prohibited.
2. **UPack.com Registration:** By using UPack.com, you agree to provide accurate and current information about yourself as prompted by UPack.com estimate request form. If you provide any information that is inaccurate or not current, or MSI has reasonable grounds to suspect that such information is inaccurate or not current, MSI has the right to reject the estimate request and suspend or terminate your UPack.com usage.
3. **Changes to UPack.com:** The content of UPack.com, including, without limitation, the information, graphics, products, features, functionality, services, and links (collectively the "Content") may be changed, deleted or updated without notice.

4. **Term:** MSI may discontinue, suspend or modify UPack.com at any time without notice, and MSI may block, terminate or suspend your and any user's access to UPack.com at any time for any reason in its sole discretion, even if access continues to be allowed to others.

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7. **Limitation of Liability:** USE OF UPACK.COM AND ITS CONTENT IS AT YOUR SOLE RISK. U-PACK WILL IN NO EVENT BE LIABLE TO YOU, OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE UPACK.COM AND ITS CONTENT INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS, EVEN IF YOU HAVE ADVISED U-PACK OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Indemnity:** You hereby release, and agree to defend, indemnify and hold harmless MSI and Personnel from any and all claims, demands, causes of actions, liabilities, damages, costs and expenses, including attorneys' fees, arising out of your use or viewing of UPack.com and its Content.

9. **Links to other Web sites:** There are links on UPack.com sites which allow you to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by MSI. MSI makes no representations or warranties concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. MSI has not tested and makes no representations or warranties regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it.

10. Privacy Policy: You may access the MSI Privacy Policy governing the use of information acquired from you through UPack.com.

11. Export: You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which you may access UPack.com regarding access, use, export, re-export and import of any Content appearing on or available through UPack.com. You acknowledge and agree that you will not export or import any Content to any country to which export or import is restricted under United States law, that you are not a national of any such country.

12. Controlling Law, Venue, Severability and Waiver: Your use of UPack.com is governed by and construed in accordance with the laws of the United States and the State of Arkansas, excluding the latter's conflicts or choice of law provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible. Any claim or cause of action with respect to UPack.com must be instituted within two (2) years from when the claim or cause of action arose or it will be barred. Any necessary judicial proceedings under this Tariff must be brought in a court of competent jurisdiction within Sebastian County, Arkansas. **IN NO EVENT WILL MSI OR PERSONNEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, DATA OR ANY OTHER PECUNIARY LOSS).** This Tariff cannot be changed or modified without the prior written consent of MSI. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. The failure of MSI to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. In any dispute between MSI and you relating to these websites, the prevailing party will be entitled to a reasonable attorney's fee, court and litigation costs.

B. Privacy

U-Pack is committed to protecting your privacy. Please read on for more information on U-Pack's commitment to your privacy.

WHERE IS MY INFORMATION SAVED AND PROTECTED?

Your personal and shipment information is stored in a central, secure source in our mainframe system. All calls from the Internet to access this information must pass through our secure site.

HOW DOES U-PACK PROTECT MY CREDIT CARD INFORMATION?

All credit card information is encrypted by digital certificates using Secure Sockets Layer (SSL). Credit card information is then stored on a computer that is not connected to the Internet. For more information about SSL, read the Secure Sockets

Layer at the VeriSign site.

DOES THE U-PACK SITE USE COOKIES?

Certain information is stored in your cookie file; however, none of your personal or shipment information is stored in cookies. We believe cookies provide a safe and secure way to improve the usability of the site. For more information about cookies, read the Cookie and Privacy FAQ at microsoft.com.

PRIVACY POLICIES OF OTHER WEB SITES

This site contains links to other sites. UPack.com at <http://www.upack.com> is not responsible for the privacy practices or the content of other sites.

WILL U-PACK DISCLOSE THE INFORMATION IT COLLECTS TO THIRD PARTIES?

We employ other companies and individuals to perform services for MSI, such as analyzing data, providing marketing assistance, and providing additional customer service. They have access to your information as necessary to perform those services for MSI, but they are not permitted to use it for any other purposes. Otherwise, unless approved by you, U-Pack will not sell, rent or trade your information to others. Your access to U-Pack's website is your unqualified consent for MSI and/or Personnel to release and provide your personal and/or shipment information to: (1) any federal, state and/or local law enforcement agencies, or judicial or administrative proceedings which request us to provide your personal and/or shipment information to them; (2) or as otherwise determined acceptable by MSI.

Please note that by using the U-Pack website, you consent to the collection and use of this information by MSI. If MSI decides to change this privacy policy, alterations will be posted to UPack.com. U-Pack is committed to protecting your privacy.

We practice permission marketing. If you would like to remove yourself from receiving future messages please visit our opt out page at www.upack.com/un.asp.

V. Rates and Charges

A. Origin and Destination Services:

1. **Loading/Unloading:** Loading service includes a crew, equipment, paper pads needed to wrap your HHG that are not in cartons/containers and a roundtrip transportation charge of up to fifty (50) miles. Unloading service includes a crew, equipment, initial placement of your HHG and same day and time removal of debris created during unloading.

2. **Local Transportation:** Local transportation includes service to "shuttle" your

HHG to or from transportation equipment in which they will be or were transported when access to your origin or destination residences are restricted, extra pickup or delivery when your HHG are located in or will be placed in more than one location and mileage charges that apply when your origin or destination residence is located outside of a twenty-five (25) miles radius or a local service supplier's or provider's location.

3. **Accessorial Services:** Accessorial services are services in addition to packing, loading and/or unloading that require allowances for additional crew and/or that necessitate additional time to complete packing, loading and/or unloading.

4. **Packing Cartons and Labor:** Packing cartons are industry standard corrugated cardboard, paper and plastic materials and supplies designed to protect your HHG from damage while they are being loaded, transported and unloaded.

B. Transportation:

1. **In General:** Most transportation rates are driven by size of shipment, length of transport, and supply and demand for transportation service based on specific origin and destinations, direction and time of year.

2. **Spot Rates:** MSI generally tries to obtain the best available services that MSI can based on a variety of factors, including rates, which MSI usually purchase on a spot basis.

3. **Service Availability:** As with all services, services are based on availability.

4. **Substitute Service:** There are various ways to transport shipments of HHG (mode) and many factors such as weather, illness, equipment breakdown, more favorable rates and/or scheduling, shipment consolidation opportunities, etc., can make use of a service provider or mode originally selected to transport your shipment impractical, and MSI reserves the right to select the best available service provider and mode to transport your shipment.

C. Third-Party Service:

1. **Market Availability:** Third party services may be offered when specialized services are needed for your shipment. MSI normally selects third party service providers based on a number of factors and at rates that vary and change due to demand for service, availability, location, experience, and service quality.

2. **Supplier/Service Providers Selection:** MSI reserves the right to select available third party service suppliers or providers based on location, experience and service quality. ANY THIRD PARTY SERVICE SUPPLIERS OR PROVIDERS THAT

YOU HIRE FOR PACKING, LOADING AND/OR UNLOADING YOUR HHG, SUCH THIRD PARTY SERVICE SUPPLIERS OR PROVIDERS ARE HIRED BY YOU AND ARE NON-AGENT INDEPENDENT CONTRACTORS TO MSI, AND YOUR REQUEST FOR MSI'S ASSISTANCE IN HIRING PACKING, LOADING AND/OR UNLOADING SERVICE SUPPLIERS OR PROVIDERS IS FOR YOUR SOLE BENEFIT AND MSI DISCLAIMS, AND IS HEREBY RELEASED, FROM ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING ANY LOST AND/OR DAMAGE TO YOUR HHG, CAUSED BY SUCH SERVICE SUPPLIERS OR PROVIDERS THAT YOU SELECTED.

Effective: May 1, 2014

**Moving Solutions, Inc.
Tariff MSI-200**

Appendix A

Services:

Charge:

Physical Survey	\$150.00
Cancellation Fee	\$50.00 per service if cancelled within 7 days of service date; \$150.00 per service if cancelled on day of service. On Basic Plus moves, the labor provider's minimum charge will be the cancellation fee if the move is cancelled on day of service.
Equipment Held in Excess of 3 days	\$50.00 per day per trailer or moving container
Live Load/Unload	\$80.00 per hour
Detention Fee	\$50.00 per day per trailer or moving container
Respot	\$150.00 per occurrence
Redelivery	\$150.00 per occurrence
Customs Fee	Unloading, handling and loading: 3.29 per cwt, minimum charge of \$18.77. Storage: 2.52 per cwt, 12.69 per shipment per calendar day, subject to minimum of \$44.74 per shipment.
Lost/Stolen Ramp	\$1,000.00 per ramp
Debris Removal (Basic & Basic Plus Service)	\$46.09 per 15 minutes
Debris Removal (Premium Service)	\$200.00 per occurrence
Certified Weight Tickets	\$150.00
Shippers Export Declaration (Puerto Rico)	\$25.00 per transmission and \$55.00 per electronic filing