

Appendix B – Fetch Resident Terms & Conditions

Acceptance of Terms

Fetch Package Inc. ("Fetch", "Fetch Package", "we", "us" and/or "our") provides its services (described below) to you ("Subscriber" or "you") through its website located at www.FetchPackage.com (the "Site") and through its web-based applications and related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Service (as amended from time to time, these "Terms of Service"). Fetch reserves the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Amendments made by Fetch will be immediately effective upon posting of such updated Terms at this location. After such posting, continued use of Fetch's services constitutes your consent to be bound by the Terms, as amended. Notification necessity of any amendments will be the sole discretion of Fetch.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

Access & Use of the Service

Description of Service.

The Service is designed to provide residents at buildings with scheduled package delivery directly to the door. Our windows may vary by property and market, but the typical available windows are 12-2PM, 5-7PM, 7-9PM, and 9-11PM Monday through Friday. We deliver Saturday and Sunday at 12-2PM and may add windows based on demand. Fetch reserves the right to change delivery windows on an as-needed basis, while maintaining at least four available windows on weekdays and one available window on each day of the weekend.

Your Registration Obligations.

You may be required to register with Fetch in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy.

In order to use the Service, you must register at fetchpackage.com after receiving notification from your place of residence that you are eligible to use the Service. You must follow all registration steps

and begin sending your packages using the address and unique Fetch code provided to you at registration.

Member Account, Password and Security.

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Fetch of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Fetch will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service

Fetch reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Fetch will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Mobile Services

The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Fetch and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Fetch account information to ensure that your messages are not sent to the person that acquires your old number.

Conditions of Use

User Conduct.

You agree to not use the Service to:

- a) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- b) violate any applicable local, state, national or international law, or any regulations having the force of law;
- c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d) or further or promote any criminal activity or enterprise.

Payment.

Your place of residence will coordinate all applicable charges for the Service. You may be charged a monthly fee at the discretion of your building management.

Fair Use Policy.

In order to avoid disruption in Fetch's operations and to protect the quality of services offered to the company's customers, a fair usage policy shall be applicable to its members. Fetch reserves the right, at its sole discretion, to determine which subscribers are in violation of its fair use policy.

Fetch may offer "unlimited" delivery services for various subscription plans. The term "unlimited" shall mean that no specific predetermined limit is imposed with regard to the number of deliveries scheduled. Fetch reserves the right to monitor packages scheduled within its unlimited delivery plan members, and impose reasonable package limits in said plans in regard to its Fair Use Policy. Subscribers found to be in violation of Fetch's Fair Use Policy will no longer be eligible for unlimited delivery subscriptions, and may be offered an alternative delivery plan option.

Intellectual Property Rights

Service Content, Software and Trademarks.

You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Fetch, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the

Service or distributed in connection therewith are the property of Fetch, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Fetch.

The Fetch name and logos are trademarks and service marks of Fetch (collectively the "Fetch Trademarks"). Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Fetch Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Fetch Trademarks will inure to our exclusive benefit.

Prohibited use of the Site by Users

Users are expressly forbidden to download, store, reproduce, transmit, display (including without limitation via an intranet or extranet site), copy, sell publish, distribute, provide access to Content for any purposes other than as set out herein or to sub-license, rent, lease, transfer or assign any rights in Content, to any other person, commercially exploit or use Content for any unlawful purpose.

Availability of the Website

The Website is provided "as is" and on an "as available" basis. Fetch gives no warranty that the Website will be free of defects and/or faults. To the maximum extent permitted by the law, Fetch provides no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

User Content Transmitted Through the Service.

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Fetch and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Fetch are non-confidential and

Fetch will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Fetch may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Fetch, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Third Party Websites.

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Fetch has no control over such sites and resources and Fetch is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Fetch will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Fetch is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release.

You agree to release, indemnify and hold Fetch and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, costs, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FETCH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FETCH MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

User Protections.

We offer a user protection policy on our service. This policy can be suspended, modified or revoked at our sole discretion without prior notice to you.

- A. **User's Protection Policy.** At our option, we will, upon request, either refund or credit the value of your possessions in the event of a service failure (which means delivery of your package to an unknown destination or damaged by the service). This policy is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the value of the possession. If the protection policy is suspended, there is no remedy or recovery of the value for a service failure.
- B. **Limitations.** The following limitations apply:
1. Refunds will be made payable to the user only.
 2. At the sole discretion of Fetch, the protection policy may not be honored when the request is made by, or the information utilized to determine the status of the package is determined by, a third party other than the user.
 3. Fetch may refund up to \$500 if all steps herein are followed correctly. Any amount above \$500 is at our sole discretion.
 4. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, the protection policy applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the service failures applicable to that package.
 5. The protection policy for package services destined for areas outside our primary service areas applies only to the portion of the transportation provided directly by us.
- C. **Exceptions. Fetch will not be obligated to refund or credit your valuables if:**
1. We provide you with proof of delivery, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver resulted from circumstances described under the Limitation of liability section.
 2. The service failure resulted, in whole or in part, from any of the circumstances described under the Limitation of liability section.
- D. **Refund or Credit Requests.** To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your valuables in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

1. You may request a refund or credit of your valuables due to a service failure in the following ways:

a. Submit your request through help@fetchpackage.com

b. Submit your request through our helpline at 972-861-2837

2. Your notification of a service failure must include your Fetch account email and the receipt for the purchase with the date, order number and tracking number for the shipment.

3. All requests for refund or credit of service failure charges must be received via one of the approved channels within 10 calendar days of the Fetch-received date or within 5 calendar days of the Fetch-delivered date.

Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FETCH WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FETCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM YOUR USE OF THE SERVICE INCLUDING BUT NOT LIMITED TO : (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE, IN NO EVENT WILL FETCH'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED \$500.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Arbitration.

All disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement shall be resolved by binding arbitration through JAMS using their Streamlined Arbitration Rules & Procedure. Unless otherwise agreed by the parties, arbitration will be held in Dallas, TX before a single arbitrator mutually agreed upon by the parties or as selected by JAMS. The arbitration must commence within forty-five (45) days of the date on which

a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator shall not have authority to adjudicate claims brought on behalf of others including any class action claims. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Notwithstanding the provisions of the introductory section above, if Fetch changes this 'Arbitration' section after the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of Fetch's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and Fetch in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination.

You agree that Fetch, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if Fetch believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Fetch may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effectuated without prior notice, and acknowledge and agree that Fetch may immediately deactivate or delete your account and/or bar any further access to such files

or the Service. Further, you agree that Fetch will not be liable to you or any third party for any termination of your access to the Service.

Courier Disputes.

You agree that you are solely responsible for your interactions with couriers (e.g. UPS, USPS, FedEx) and Fetch will have no liability or responsibility with respect thereto. Fetch reserves the right, but has no obligation, to become involved in any way with disputes between you and any courier.

General

These Terms of Service constitute the entire agreement between you and Fetch and govern your use of the Service, superseding any prior agreements between you and Fetch with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Texas without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Fetch agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Dallas County, Texas. The failure of Fetch to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Fetch, but Fetch may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Inquiries, Complaints, Suggestions

Please direct all questions, inquiries, and/or complaints about the Service to Fetch directly through help@fetchpackage.com.

Your Privacy

At Fetch, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions?

Please contact us at help@fetchpackage.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.