

- (1) **Governing Terms.** These Service Terms (“Terms”) govern your use of Moose logistics services (the “Service”). Accept as modified by these Terms, which are subject to change without notice, govern the Service, and are expressly incorporated here by this reference. You expressly acknowledge having reviewed, understood and agreed to these terms. By using the Service, you agree to these Terms.
- (2) **Shipper Authorization.** By using the Service for a package, you represent and warrant that you are authorized by the shipper to alter the shipper's delivery instructions, including, without limitation, to redirect the delivery of a package to an alternate address, to delay delivery, to authorize release of a package, change a service level selected by the shipper, or to reschedule delivery, and to receive advance notification and delivery information regarding a package.
- (3) **Household Member Authorization.** A Household Member is a person who resides at the same address as you and has the same surname as you and is related to you or is married to you. Where available, you may be permitted to add a Household Member residing at the primary residence associated with your delivery address. By using the Service for a package, you represent and warrant that you are authorized by the Household Members associated with your Membership to complete activities relating to their shipments, including viewing progress of shipments and specifying delivery instructions. You agree that you are obligated to obtain consent from any Household Members before you add them to your service.
- (4) **Fees and Charges.** You agree to pay the applicable charges and fees set out in your invoice received prior to our service. If any Service is requested and requires a movement from the original consignee address beyond a postcode Zone, additional transportation charges will also apply (including all applicable surcharges). If you request delivery by a service level higher than the level selected by the shipper, additional transportation charges for the upgraded service will apply (including all applicable surcharges).

Transactional fees will not be assessed for packages for which we are unable to provide the requested Service. It may take UPS up to 10 calendar days to process any change to or revocation of your payment authorization. You understand that you have the right to receive 10 calendar days written notice if the amount of charges and fees to be charged to the payment method varies from the immediately preceding payment amount, but you agree to waive such notice if the new payment amount does not exceed the prior payment amount by more than the difference in the cost of services you requested since the last charge was processed to your payment method.

- (5) **Liability Limitations.** Moose Logistics shall not be liable to you for any loss, claim, liability, or damage of any kind, including but not limited to direct, indirect, consequential, special or exemplary damages, whether based on contract or otherwise ("Loss") arising out of, or resulting from, our provision of, or failure to provide, the Service, including by following consignee instructions, failure to follow consignee instructions, delivery pursuant or contrary to consignee's instructions, misdelivery, or delayed delivery. Our liability for loss or damage to a package, or delayed delivery shall be limited pursuant to the Moose Logistics Tariff. Our Service Guarantee does not apply to packages subject to the Services, including without limitation a change in service level. All claims for loss or damage or delay shall be filed in accordance with the Moose Logistics Tariff by the original shipper. We will only make three

delivery attempt and will not obtain a signature upon delivery. Our delivery record constitutes conclusive proof of delivery and you will be asked and are required to accept responsibility for any loss or damage to the package after it has been released at the address. Moose Logistics retains sole and unlimited discretion to honor your Authorized Shipment Release request (and may not, for example, due to delivery conditions such as adverse weather or safety). Authorized Shipment Release is not available if the shipper has specified an adult signature is required for your package. In no event shall Moose Logistics be liable for any Loss, including but not limited to loss, theft, alteration of, unauthorized access to, or acquisition of, your personal information, or other security breach, compromise, or incident involving your personal information, whether by third parties or otherwise, arising out of or resulting from misuse or impairment of the security of the personal information (including but not limited to security access codes or vacation information) that you provide to Moose Logistics to allow it to render the Services to you.

- (6) **Indemnity.** You agree to indemnify, defend, and hold harmless the shipper and Moose logistics, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature arising from or relating to your use of the Service and the Moose logistics Preferences you select, including, for example (but without any limitation whatsoever) with regard to your alteration of the shipper's instructions and Household Member shipments (or by associating Household Members with your Moose logistics service), your noncompliance with governmental laws or regulations or Moose logistics's requirements applicable to the Service, or your failure to comply with these Terms.
- (7) **Modification; Termination.** Moose logistics may, at any time, in its sole and absolute discretion and without prior notice, (a) modify, suspend and/or discontinue all or part of the Service without liability to you or any third party, (b) charge, waive, reduce and/or otherwise modify any fees required to use the Service, and/or (c) offer opportunities to some or all Service users. If Moose logistics waives, reduces and/or otherwise modifies any fees (including, without limitation, to use any Service(s), you are not entitled to any rebate, refund and/or other reimbursement in whole or in part as a result of any such waiver, reduction and/or modification. Moose logistics reserves the right to refuse to attempt to provide the Service if it determines in its sole and unlimited discretion that doing so would pose a risk to Moose logistics, its employees, its operations or any third party.