

MOVEBUDDHA LLC

CUSTOMER TERMS OF SERVICE

(MOVEBUDDHA MOVER MARKETPLACE)

Last Updated: June 25, 2026

These Customer Terms of Service (including all other terms, policies, notices, and disclosures referenced herein, collectively, these “***Terms***”) constitute a legal agreement between moveBuddha LLC, a Georgia limited liability company (“***moveBuddha***”, “***we***”, “***us***”, or “***our***”), and you, regardless of whether you are an individual or are accessing or using the Services on behalf of another person or legal entity. These Terms govern your access to and use of the moveBuddha mover marketplace (the “***Mover Marketplace***”), including any moveBuddha Mover Marketplace website (the “***Marketplace Site***”), webpage, landing page, SMS/text-message communications, communications channel, booking or scheduling tools, payment functionality, content, and other digital interfaces, features, and related services made available by moveBuddha from time to time in connection with the moveBuddha Mover Marketplace (collectively, the “***Platform***”, and together with the Marketplace Site, the “***Services***”). The Services enable you to obtain pricing from, book, schedule, and pay for moving and relocation services offered by independent third-party providers, as further described below. For purposes of these Terms, “***you***”, “***your***”, “***Customer***”, and “***User***” mean the person accessing or using the Services and, if applicable, the person or legal entity on whose behalf such person acts. You and moveBuddha may each be referred to herein, individually, as a “***Party***”, and, collectively, as the “***Parties***”.

These Terms apply specifically to the moveBuddha Mover Marketplace. moveBuddha’s separate moving-information, resources, and lead-referral website located at <https://moveBuddha.com> is governed by separate terms of use and a separate privacy policy, and is not the subject of these Terms.

BY CLICKING TO ACCEPT THESE TERMS, CHECKING ANY BOX OR SELECTING ANY BUTTON PRESENTED WITH THESE TERMS, REQUESTING OR ACCEPTING A QUOTE, CREATING AN ACCOUNT, BOOKING, RESERVING, OR PAYING FOR ANY MOVING SERVICES, OR OTHERWISE ACCESSING OR USING THE SERVICES IN ANY MANNER: (A) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) YOU REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND HAVE THE REQUISITE AUTHORITY AND CAPACITY TO ENTER INTO THESE TERMS; (C) YOU ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM; AND (D) YOU AGREE THAT YOUR ACTIONS IN ACCESSING OR USING THE SERVICES CONSTITUTE YOUR VALID AUTHENTICATED SIGNATURE AND ACCEPTANCE OF THESE TERMS.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF ANOTHER PERSON OR LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND SUCH PERSON OR LEGAL ENTITY TO THESE TERMS, AND REFERENCES TO “YOU” AND “YOUR” WILL ALSO BE DEEMED TO REFER TO SUCH PERSON OR LEGAL ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY OR CAPACITY TO ENTER INTO THEM, YOU MUST NOT ACCESS OR USE THE SERVICES.

Your access to and use of the Services are also subject to moveBuddha’s Privacy Policy, as made available through the Services and as amended from time to time (the “***Privacy Policy***”), which is incorporated into these Terms by reference. By accessing or using the Services, you acknowledge the Privacy Policy and agree that moveBuddha may collect, use, and disclose information as described therein.

ARBITRATION NOTICE FOR USERS IN THE UNITED STATES: THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. EXCEPT FOR CERTAIN CLAIMS EXPRESSLY EXCLUDED BELOW, YOU AND MOVEBUDDHA AGREE THAT DISPUTES BETWEEN YOU AND MOVEBUDDHA WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND YOU AND MOVEBUDDHA WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE REVIEW SECTION 20 CAREFULLY, INCLUDING YOUR RIGHT TO OPT OUT.

1. **Changes to these Terms.** We may modify these Terms from time to time by posting an updated version through the Services, updating the “Last Updated” date, sending email notice, or providing in-product or in-booking notice. Unless otherwise stated, modifications become effective when posted or otherwise made available. The version of these Terms in effect at the time you book a particular move governs that booking. Your continued access to or use of the Services after the effective date of any updated Terms constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Services.

2. **The moveBuddha Mover Marketplace; Description of Services.**

2.1 Mover Marketplace Overview. The moveBuddha Mover Marketplace is a digital marketplace and related service offering that enables Customers to obtain pricing for, book, schedule, and communicate with respect to moving and relocation services performed by independent third-party moving companies and relocation service providers (each, a “**Marketplace Provider**” or “**Provider**”, and collectively, the “**Marketplace Providers**”). The Mover Marketplace may be made available through SMS/text-message communications, online forms, advertisements, websites, webpages, landing pages, booking and scheduling tools, payment functionality, and other digital interfaces, features, or communications channels made available by moveBuddha from time to time. Through the Services, moveBuddha may facilitate quotes, bookings, communications, scheduling, administration, and, where made available by moveBuddha, payment collection or payment coordination in connection with Moving Services. Unless and until moveBuddha makes payment functionality available for a particular booking, the applicable Marketplace Provider may collect payment directly from the Customer in accordance with the Provider’s standard payment methods and policies.

2.2 Moving Services. As used in these Terms, “**Moving Services**” means the moving and relocation services offered through the Platform and performed by Marketplace Providers, which may include, without limitation, local moving, long-distance and interstate moving, moving labor, packing and unpacking, loading and unloading, storage, auto and vehicle transport, junk removal, and related relocation services. moveBuddha may add, remove, modify, suspend, or discontinue any service category, Provider, feature, or functionality at any time.

2.3 moveBuddha Does Not Perform Moving Services. moveBuddha is not a moving company, mover, motor carrier, relocation services provider, freight forwarder, or warehouseman, and does not own, operate, control, perform, transport, pack, load, unload, store, or otherwise carry out any Moving Services. All Moving Services are performed solely by the applicable Marketplace Provider. moveBuddha’s role is limited to operating the Platform and, as further described in these Terms, facilitating bookings, communications, scheduling, and the collection and handling of payment between Customers and Marketplace Providers.

2.4 Booking Through the Services. For Moving Services offered through the moveBuddha Mover Marketplace, Customers may request quotes, book, schedule, communicate regarding, and, where applicable, pay for Moving Services through the Services or through such other payment method or process made available by moveBuddha or the applicable Marketplace Provider for the relevant booking. moveBuddha may present Provider profiles, availability, ratings, reviews, and pricing to assist you in

selecting a Provider.

2.5 No Guarantee of Availability. moveBuddha does not guarantee that any particular Provider, service, date, time, route, price, or feature will be available, current, accurate, or uninterrupted. moveBuddha may improve, modify, suspend, or discontinue the Marketplace, or any portion of it, at any time.

3. Independent Marketplace Providers; No Agency.

3.1 Independent Businesses. Marketplace Providers are independent businesses and are not employees, agents, partners, joint venturers, franchisees, subcontractors, or representatives of moveBuddha. moveBuddha does not direct, supervise, or control, and is not responsible for, the manner, means, methods, timing, personnel, equipment, vehicles, or performance of any Moving Services.

3.2 Responsibility for Moving Services. The relationship for the Moving Services is between you and the applicable Marketplace Provider, and moveBuddha acts solely as the intermediary that facilitates the booking of, and handles payment for, the Moving Services. The Marketplace Provider is solely responsible for the performance of the Moving Services, including transportation, labor, packing, loading, unloading, storage, scheduling, the condition and conduct of its personnel and equipment, licensing, registration, insurance, bonding, safety, and compliance with all Applicable Law. Responsibility and liability for the move and for any loss, damage, delay, or injury arising from the Moving Services rest with the Marketplace Provider and not with moveBuddha.

3.3 Vetting; No Endorsement. moveBuddha may review Marketplace Providers using criteria such as licensing, registration, insurance, background checks, customer feedback, and performance metrics. However, moveBuddha does not guarantee, and makes no representation or warranty regarding, any Provider's availability, qualifications, licensure or registration status at any given time, insurance, bond, or valuation coverage or its sufficiency, pricing, conduct, performance, or the quality, timeliness, safety, or outcome of any Moving Services. A Provider's participation on the Platform is not an endorsement, recommendation, certification, guarantee, or warranty by moveBuddha.

3.4 Disputes with Providers. Any dispute relating to the Moving Services—including loss, damage, delay, injury, overcharges, no-shows, or service quality—is between you and the applicable Marketplace Provider and must be directed first to that Provider, subject to [Section 9](#).

3.5 Dispute Support. In connection with bookings made through the Platform, moveBuddha may, but is not obligated to, provide non-binding dispute-resolution assistance, which may include coordinating communications between you and the Marketplace Provider, reviewing documentation, and escalating issues. Any such assistance is provided as a courtesy and is not a guarantee of any outcome.

4. Eligibility; Accounts; Booking Information.

4.1 Eligibility. You represent that you are at least eighteen (18) years of age, have reached the age of majority in your jurisdiction, and have the legal capacity and authority to enter into these Terms and to book Moving Services. The Services are not available to any User previously suspended or removed by moveBuddha.

4.2 Accounts. To access certain features, you may be required to create an account (an "Account") and provide information requested by moveBuddha (collectively, "**Registration Data**"). You agree to provide true, accurate, current, and complete Registration Data and to maintain and promptly update it. You are responsible for maintaining the confidentiality of your Account credentials and for all activity occurring under your Account, and you must promptly notify moveBuddha of any unauthorized use or suspected compromise.

4.3 Booking on Behalf of Others. If you book Moving Services on behalf of another person or household, you represent and warrant that you are authorized to do so and to bind such person to these Terms, and you remain responsible for compliance with these Terms and for all amounts due in connection with the booking.

4.4 Suspension. moveBuddha may suspend, limit, or terminate your access to all or any portion of the Services at any time if moveBuddha reasonably believes that you have violated these Terms, that your use presents legal, safety, security, operational, reputational, or fraud risk, that any information you provide is inaccurate or unlawful, or that suspension is appropriate to comply with Applicable Law.

5. Pricing, Estimates, and Move Details.

5.1 Pricing and Estimates. All pricing, rates, charges, and estimates presented through the Platform are based on the information you provide and are subject to change as described in these Terms, including [Section 5.4](#). No pricing presented through the Platform is final, and the total amount due for your move may differ from, and remains subject to adjustment following, any pricing initially presented, as further detailed in these Terms, including [Sections 5.2 and 5.4](#).

5.2 Factors Affecting Final Charges. The pricing for your move may change based on factors including, without limitation:

- (i) changes to the inventory, weight, or volume of items to be moved;
- (ii) inaccurate, incomplete, or changed move information;
- (iii) stairs, elevators, long carries, or shuttle requirements;
- (iv) bulky, heavy, or specialty items requiring special handling;
- (v) packing materials, packing or unpacking services, or additional supplies;
- (vi) additional or expedited services requested by you or required at the site;
- (vii) date, time, or route changes, or delays caused by access or site conditions;
- (viii) access limitations, parking, permits, or building requirements;
- (ix) storage, waiting time, redelivery, or re-handling; and
- (x) fuel, tolls, distance, travel, or other operational adjustments.

5.3 Accurate Move Information. You are responsible for providing accurate, complete, and current move information, including inventory, pickup and delivery addresses, access conditions, dates, and any oversized, fragile, high-value, hazardous, or specialty items. Pricing and charges are only as accurate as the information you provide.

5.4 Pricing; Subject to Change. The pricing for the Moving Services is provided to you through the Platform based on the information you supply, including pickup and delivery locations, the quantity and nature of the items to be moved, fragile or specialty items, and similar details. Any pricing presented through the Platform and paid by you remains subject to change to the extent additional or different factors are present following your initial payment, including the factors described in [Section 5.2](#). If actual conditions differ from the information you provided—for example, if the quantity of items to be moved is greater than you indicated—the total amount due for the Moving Services may increase, and

moveBuddha will communicate with you and the applicable Marketplace Provider regarding any updated pricing and any additional amount owed by you. You authorize moveBuddha to charge any such additional amounts in accordance with Section 7.

6. Booking; Authorization; Customer Responsibilities.

6.1 Booking Authorization. By booking through the Platform, you authorize: (a) the selected Marketplace Provider to perform the requested Moving Services; (b) moveBuddha to facilitate booking administration, scheduling, and communications in connection with your move; and (c) moveBuddha to collect and handle payment for the Move Charges and the Service Fee, and any additional or adjusted charges authorized under these Terms, as described in Section 7.

6.2 Customer Responsibilities. You agree to:

- (i) provide accurate and complete booking and inventory information;
- (ii) disclose oversized, heavy, fragile, high-value, hazardous, or specialty items in advance;
- (iii) ensure lawful, timely, and safe access to the pickup and delivery locations, including any required permits, certificates of insurance, elevator reservations, or parking;
- (iv) be present, or designate an authorized adult to be present, during the move;
- (v) secure or remove pets, children, and persons from active work areas, and maintain a safe working environment;
- (vi) remove or separately handle items that are not to be moved; and
- (vii) comply with all Applicable Law and the reasonable instructions of the Marketplace Provider.

6.3 High-Value and Specialty Items. You are responsible for declaring high-value, fragile, or specialty items before the move. Certain items may require special handling, packing, or valuation coverage arranged with the Provider. moveBuddha is not responsible for any item that is not properly declared, disclosed, or covered.

7. Fees; Payments; Authorization to Charge.

7.1 Move Charges. “*Move Charges*” means the charges for the Moving Services as presented to you and payable through the Services, including any deposits, additional charges, and adjustments authorized under these Terms.

7.2 Service Fee. moveBuddha charges an administrative and service fee for use of the Services and for booking-administration services (the “*Service Fee*”), which will be disclosed to you through the Services at or before the time of booking. Unless otherwise disclosed, the Service Fee is equal to five percent (5%) of the Move Charges. The Service Fee compensates moveBuddha for access to the Services and for booking, payment-processing, communication, and administrative services, and is not a charge for the performance of Moving Services.

7.3 Payment Collection. moveBuddha collects and handles payment for the Moving Services as the intermediary for your booking and, where applicable, as a limited collection agent for the applicable Marketplace Provider, and remits all or a portion of the Move Charges to the Provider in

accordance with moveBuddha's arrangements with that Provider. As between you and moveBuddha, your payment of the Move Charges through the Services satisfies your payment obligation for the Moving Services to the extent of the amount collected.

7.4 Authorization to Charge. You authorize moveBuddha and its third-party payment processors to charge the payment method associated with your booking for the Service Fee, the Move Charges, any deposit or pre-authorization hold, and any additional or adjusted charges authorized under these Terms or incurred in connection with your move, including charges for added inventory, additional labor, packing materials, stairs or elevators, specialty items, storage, schedule changes, extended service time, access complications, or other customer-requested or operational adjustments. Payments are processed through third-party payment processors and are subject to their terms and privacy policies, and moveBuddha is not responsible for the acts, omissions, availability, or security of any payment processor.

7.5 Deposits and Holds. moveBuddha or the Provider may require a deposit or place a pre-authorization hold on your payment method at or before booking. Additional charges that arise during or after the move may be charged in accordance with these Terms.

7.6 Taxes. All fees and charges are exclusive of applicable taxes, and you are responsible for all sales, use, and other taxes and governmental charges associated with your booking, except for taxes based on moveBuddha's net income.

7.7 Disputed Charges. If you believe a charge is incorrect, you agree to contact moveBuddha promptly so that moveBuddha may attempt to resolve the matter before you initiate a chargeback. Initiating a chargeback for properly authorized charges may be treated as a breach of these Terms.

8. Cancellations, Rescheduling, and Refunds.

8.1 Cancellation by Customer. You may cancel a booked move through the Services. Unless otherwise required by Applicable Law, the following cancellation schedule applies, measured from the scheduled start time of your move: (a) if you cancel with at least forty-eight (48) hours' notice, you will receive a full refund of the Move Charges; (b) if you cancel between twenty-four (24) and forty-eight (48) hours before the scheduled start time, you may be charged up to fifty percent (50%) of the total move fee; and (c) if you cancel less than twenty-four (24) hours before the scheduled start time, you may be charged up to one hundred percent (100%) of the total move fee.

8.2 Service Fee. Except as required by Applicable Law or as expressly provided herein, the Service Fee is non-refundable, except where the move is cancelled by moveBuddha or by the Marketplace Provider.

8.3 Rescheduling. Rescheduling is subject to Provider availability. Rescheduling requests made within the windows described in [Section 8.1](#) may be treated as cancellations for purposes of the applicable charges.

8.4 Provider Cancellation or No-Show. If a Marketplace Provider cancels or fails to perform a booked move, moveBuddha will use commercially reasonable efforts to assist you in rebooking with another Provider or to refund the Move Charges collected for the affected move.

8.5 These Terms Govern. These Terms, including the cancellation, rescheduling, and refund provisions of this [Section 8](#), govern and control over any conflicting policies or terms of any Marketplace Provider, including with respect to cancellation, rescheduling, and refunds.

9. Regulated Carriers; Loss and Damage Claims.

9.1 Regulated Carriers. Marketplace Providers that perform local, intrastate, or interstate household-goods moves are solely responsible, as opposed to moveBuddha, for maintaining all licenses, registrations (including any required U.S. Department of Transportation or motor carrier numbers), insurance, and bonds required by Applicable Law, and for complying with all applicable federal and state moving and transportation regulations.

9.2 Liability for Loss or Damage. Liability for loss of or damage to your goods rests with the Marketplace Provider, as moveBuddha is solely an intermediary that facilitates booking and payment and does not perform the Moving Services.

9.3 moveBuddha Not Liable for Loss or Damage. moveBuddha is not the motor carrier, mover, or insurer, does not provide valuation coverage or insurance, and, to the maximum extent permitted by law, is not liable for any loss of, damage to, or delay in the pickup, transport, or delivery of your goods.

9.4 Claims to Provider First. Claims for loss, damage, or delay must be submitted to the applicable Marketplace Provider.

10. Communications Consent.

10.1 Service Communications. By requesting a quote, booking a move, or otherwise providing your contact information, you consent to receive communications from moveBuddha and, as necessary, the applicable Marketplace Provider regarding your quote, booking, and move, including by telephone call, email, and SMS/text message. These service communications are part of the Services and may be necessary to coordinate your move.

10.2 Marketing Communications. You may also consent to receive marketing or promotional communications, including by autodialed or prerecorded calls or text messages where permitted by Applicable Law. Consent to receive marketing communications by automated means is not a condition of booking or purchasing any Moving Services. Message and data rates may apply. You may opt out of marketing text messages by replying STOP or by following the unsubscribe instructions provided; opting out of marketing communications will not affect service communications relating to an active booking.

10.3 Recording. Telephone calls with moveBuddha or a Provider may be monitored or recorded for quality, training, dispute-resolution, and compliance purposes, where permitted by Applicable Law.

10.4 Electronic Communications. You consent to receive notices, disclosures, and other communications from moveBuddha electronically, and you agree that electronic communications satisfy any legal requirement that such communications be in writing.

11. Reviews and User Submissions.

11.1 Reviews. moveBuddha may invite or enable you to submit reviews, ratings, feedback, photographs, and other content regarding your move, a Provider, or the Services (collectively, “Reviews”). You grant moveBuddha a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid, transferable, and sublicensable license to use, host, store, reproduce, modify, adapt, publish, translate, display, and distribute your Reviews, in whole or in part, on the Services and in moveBuddha’s marketing and promotional materials, in any media now known or later developed, with or without attribution.

11.2 Standards. You represent and warrant that your Reviews are truthful, reflect your own genuine experience, and do not violate Applicable Law or the rights of any third party, and are not unlawful, infringing, defamatory, harassing, obscene, deceptive, or misleading. You may not submit, or be

compensated for submitting, any Review that misrepresents your experience or that fails to disclose a material connection where disclosure is required by law.

11.3 Moderation. moveBuddha may, but is not obligated to, review, screen, edit, refuse to post, or remove any Review at any time and for any reason, in its sole discretion, and assumes no responsibility or liability for any Review.

11.4 No Confidentiality. Reviews and other unsolicited submissions are not confidential, and moveBuddha is under no obligation to treat them as proprietary.

12. Prohibited Items; Safety. You may not tender for moving, and a Marketplace Provider may refuse to transport, any item that is prohibited, illegal, hazardous, flammable, explosive, corrosive, radioactive, or perishable, as well as firearms or ammunition, illegal drugs, live plants or animals, cash, currency, securities, jewelry, precious metals, or other irreplaceable or high-value items, unless expressly permitted in writing by the applicable Provider. You are solely responsible for any item you fail to properly disclose, declare, or remove, and for any loss, damage, or liability arising from prohibited or undisclosed items. You agree to maintain a safe environment for the Moving Services and to comply with the reasonable safety instructions of the Marketplace Provider.

13. Acceptable Use; Platform Restrictions. You agree not to, and not to permit, encourage, or assist any other person to:

- (i) misuse, interfere with, disrupt, or impair the Services, or access any portion of the Services through scraping, crawling, bots, or other automated or unauthorized means;
- (ii) submit fraudulent or unauthorized bookings, quotes, reviews, payments, or information, or impersonate or misrepresent your identity, affiliation, or authority;
- (iii) circumvent or attempt to defeat any fee, payment, booking, or security mechanism, including by arranging to pay a Marketplace Provider outside the Platform in order to avoid the Service Fee for a move first arranged through the Mover Marketplace;
- (iv) reverse engineer, decompile, copy, modify, or create derivative works of the Services, or use the Services to build or assist in building a competing product or service; or
- (v) use the Services to transmit unlawful, infringing, defamatory, or harmful content or code, or otherwise use the Services in violation of these Terms or Applicable Law.

14. Intellectual Property. The Services, including all content, software, designs, text, graphics, user interfaces, branding, trademarks, service marks, trade names, logos (the “**Marks**”), and other materials, and all intellectual property rights therein, are owned by moveBuddha or its licensors and are protected by Applicable Law. Subject to your compliance with these Terms, moveBuddha grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for your personal, non-commercial use of obtaining and booking Moving Services. Except for the limited license expressly granted herein, no rights are granted to you by implication, estoppel, or otherwise. If you provide moveBuddha with any feedback, suggestions, or ideas regarding the Services, moveBuddha may use them without restriction or obligation to you, and you hereby assign all right, title, and interest in such feedback to moveBuddha.

15. Third-Party Content and Services. The Services may contain links to, or interoperate with, third-party websites, content, products, or services, including Marketplace Providers, payment processors, mapping providers, and other third parties (collectively, “**Third-Party Services**”). moveBuddha does not control, endorse, or assume responsibility for any Third-Party Services, including their availability,

accuracy, content, security, acts, omissions, terms, or privacy practices. Your dealings with, and use of, any Third-Party Services are solely between you and the applicable third party and are at your own risk.

16. Privacy. moveBuddha's collection, use, and disclosure of personal information in connection with the Services are described in the Privacy Policy, which is incorporated into these Terms by reference. By accessing or using the Services, you acknowledge the Privacy Policy and agree that moveBuddha may process information as described in these Terms and the Privacy Policy. To the extent of any conflict between these Terms and the Privacy Policy regarding the processing of personal information, the Privacy Policy will control.

17. No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL CONTENT, PLATFORM FUNCTIONALITY, QUOTES, ESTIMATES, PRICING, PROVIDER INFORMATION, AND RELATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MOVEBUDDHA, ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MOVEBUDDHA DOES NOT WARRANT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, AND MAKES NO WARRANTY REGARDING ANY MARKETPLACE PROVIDER, ANY MOVING SERVICES, OR THE ACCURACY OF ANY QUOTE, ESTIMATE, OR PRICE. MOVING SERVICES ARE PROVIDED SOLELY BY MARKETPLACE PROVIDERS, AND MOVEBUDDHA MAKES NO WARRANTY WITH RESPECT TO THEM.

18. Assumption of Risk; Limitation of Liability.

18.1 *Assumption of Risk.* You acknowledge that Moving Services are performed by independent Marketplace Providers and involve inherent risks. You assume all risks associated with your selection of, dealings with, and receipt of Moving Services from any Marketplace Provider, except to the extent prohibited by Applicable Law.

18.2 *Exclusion of Damages.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MOVEBUDDHA OR ITS AFFILIATES, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY MOVING DAMAGE, LOSS OF OR DAMAGE TO PROPERTY, DELAYS, TRANSPORTATION ISSUES, PERSONAL INJURY, OR THE ACTS OR OMISSIONS OF ANY MARKETPLACE PROVIDER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, OR THE MOVING SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18.3 *Maximum Liability.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOVEBUDDHA'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, OR THE MOVING SERVICES WILL

NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO MOVEBUDDHA FOR THE BOOKING GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100). THE FOREGOING CAP APPLIES IN THE AGGREGATE TO ALL CLAIMS, INCIDENTS, AND THEORIES OF LIABILITY.

18.4 *Provider Responsibility.* You acknowledge that the Marketplace Providers, and not moveBuddha, are responsible for the Moving Services, and that any claim relating to the Moving Services must be pursued against the applicable Provider, subject to Section 9.

19. Indemnification. You will defend, indemnify, and hold harmless moveBuddha, its affiliates, licensors, suppliers, and service providers, and each of their respective owners, members, managers, officers, directors, employees, contractors, agents, representatives, successors, and assigns (collectively, the “*moveBuddha Indemnified Parties*”) from and against any and all claims, demands, actions, proceedings, damages, judgments, settlements, liabilities, losses, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your use of the Services; (b) your booking of, payment for, or receipt of any Moving Services; (c) any dispute between you and any Marketplace Provider or other third party; (d) your violation of these Terms or Applicable Law or the rights of any third party; (e) any inaccurate, incomplete, or undisclosed information provided by you; or (g) any prohibited or undisclosed items. moveBuddha will use reasonable efforts to notify you of any claim for which indemnification is sought, and moveBuddha may participate in the defense through counsel of its own choosing; you may not settle any claim in a manner that imposes any obligation on, or admits fault by, any moveBuddha Indemnified Party without moveBuddha’s prior written consent.

20. Arbitration; Class-Action Waiver; Jury-Trial Waiver.

20.1 *Informal Resolution.* Before initiating arbitration, the Party seeking relief must send the other Party a written notice describing the dispute and the relief sought (a “*Notice of Dispute*”), and the Parties will attempt in good faith to resolve the dispute for thirty (30) days after the Notice of Dispute is received. Notices to moveBuddha must be sent to the contact ‘mailing’ address in Section 23.

20.2 *Binding Arbitration.* Except for claims that may be brought in small claims court and claims for injunctive or other equitable relief relating to unauthorized access, misuse, intellectual property, or non-payment, any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or the Parties’ relationship (including the Moving Services to the extent asserted against moveBuddha) will be resolved by binding arbitration on an individual basis. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. Claims relating to the performance of the Moving Services remain subject to Sections 3 and 9 and are primarily the responsibility of the applicable Marketplace Provider.

20.3 *Rules and Seat.* The arbitration will be administered by the American Arbitration Association (“*AAA*”) under its Consumer Arbitration Rules then in effect, by a single neutral arbitrator. The seat and venue of arbitration will be Athens-Clarke County, Georgia, or, at moveBuddha’s election, a remote proceeding. Judgment on the award may be entered in any court of competent jurisdiction.

20.4 *Class-Action Waiver.* YOU AND MOVEBUDDHA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR CLASS-WIDE ARBITRATION.

20.5 *Jury-Trial Waiver.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND MOVEBUDDHA IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, OR THE PARTIES’ RELATIONSHIP.

20.6 Right to Opt Out. You may opt out of this arbitration agreement (including the class-action and jury-trial waivers) by sending written notice of your decision to opt out to the contact ‘e-mail’ or ‘mailing’ address in Section 23 within thirty (30) days after you first accept, or become bound by, these Terms. Your notice must include your name, the email or phone number associated with your bookings, and a clear statement that you wish to opt out of arbitration. Opting out will not affect any other provision of these Terms.

20.7 Limitation on Claims. Any claim by you arising out of or relating to these Terms or the Services must be commenced within one (1) year after you knew or reasonably should have known of the facts giving rise to the claim, except to the extent a longer period is required by Applicable Law.

21. Term; Termination; Survival.

21.1 Term. These Terms apply from the time you first access or use the Services or otherwise accept these Terms and continue until terminated.

21.2 Termination. You may stop using the Services at any time. moveBuddha may suspend or terminate your access to all or any portion of the Services at any time if moveBuddha reasonably believes that you have violated these Terms, that your use presents risk, or that suspension or termination is appropriate to protect the Services, moveBuddha, Providers, other users, or third parties. You remain responsible for all obligations incurred before termination, including amounts due for any booked move.

21.3 Survival. Every provision that by its nature should survive termination will survive, including provisions relating to payment obligations, Reviews, intellectual property, disclaimers, limitation of liability, indemnification, arbitration, class-action and jury-trial waivers, governing law, and general provisions.

22. General Provisions.

22.1 Governing Law. These Terms are governed by the laws of the State of Georgia, without regard to conflict-of-laws rules. Subject to Section 20, any action arising out of or relating to these Terms or the Services that is not subject to arbitration must be brought exclusively in the state or federal courts located in Athens-Clarke County, Georgia, and each Party consents to personal jurisdiction and venue in such courts.

22.2 Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without moveBuddha’s prior written consent. moveBuddha may assign or transfer these Terms, in whole or in part, without your consent, including in connection with a merger, acquisition, financing, reorganization, sale of assets, or change of control.

22.3 Force Majeure. moveBuddha will not be liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, weather, war, terrorism, labor disputes, epidemics, pandemics, governmental actions, utility or internet failures, cyberattacks, failures of Third-Party Services, or acts or omissions of Marketplace Providers.

22.4 Severability. If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

22.5 No Waiver. moveBuddha’s failure to enforce any provision of these Terms will not constitute a waiver of that or any other provision. Any waiver must be in writing and signed by moveBuddha.

22.6 Entire Agreement. These Terms, together with the Privacy Policy and any additional terms expressly incorporated by reference, constitute the entire agreement between you and moveBuddha regarding the Services and supersede all prior or contemporaneous agreements and communications relating to the Services.

22.7 Interpretation. Section titles are for convenience only and do not affect interpretation. “Including” means “including without limitation.” “**Applicable Law**” means all applicable federal, state, and local laws, rules, regulations, and governmental requirements. “Or” is not exclusive.

23. Contact. Questions, notices, and claims relating to these Terms or the Services may be directed to moveBuddha at privacy@movebuddha.com or by mail to moveBuddha LLC, PO Box 41 Athens, Georgia 30603, Attn: Legal Department.

[End of Customer Terms of Service]