

*Last Updated June 30, 2015*

## Terms and Conditions

Thank you for visiting GREENBOX MEMPHIS (MSP, LLC) which operates the website greenboxmemphis.com and the related rental services and product purchases. (Collectively, the “Service”). By using or visiting the Service you signify your agreement to these Terms of Service and GREENBOX MEMPHIS’ Privacy Policy.

We may modify these Terms of Service from time to time. Your continued use for the Service constitutes your binding acceptance to these Terms, including any changes or modifications that we may make. If any part of these Terms or any future changes to these Terms are not acceptable to you, you may not continue your use of the Service.

Equipment Rental: You (the “Customer”) agree to rent the supplies ordered from GREENBOX MEMPHIS, which includes our Greenboxes, Dollies, Wardrobes, Zip-Ties and Labels, not including GreenWrap, Packing Paper, and Security Ties, which are purchased. The rental period and related charges will begin on the date the supplies are delivered to the Customer by GREENBOX MEMPHIS, and will end on Customer’s requested pick-up date.

## RESTRICTION ON USE

You agree to use all the GREENBOX MEMPHIS products in a safe manner. You may not alter the GREENBOX Products in any manner without the prior written consent of GREENBOX MEMPHIS. You shall be responsible for any damages that are caused to the Greenboxes, Dollies, and Wardrobes during your use of the Service and agree to pay the reasonable expense to restore the Greenboxes, Dollies or Wardrobes to a rentable condition.

The cost to repair damaged supplies or the replacement cost for supplies not returned will be charged to the Customer. Any unpaid rent will also be charged to the Client. The replacement costs charged will be as follows: GREENBOX– \$49.00, Dolly \$69.00, Wardrobe Box \$59.00, Wardrobe Bar \$10.00

## DELIVERY

The risk of loss and title for GREENBOX MEMPHIS, passes to you upon delivery to your location listed in your sales confirmation. Receiving an order acknowledgement via email does not guarantee the acceptance of an order.

## RENTAL EXTENSION:

Customer acknowledges sole responsibility to have the supplies returned by

the agreed upon date. If communication has been made to extend the rental period, the customer will be charged for an additional rental until the supplies are returned at a rate of:

\$30/week – Studio Package; \$35/week – One Bedroom Package;

\$59/week – Two Bedroom Package; \$89/week – Three Bedroom Package.

If Customer ordered extra Dollies or wardrobes in addition to their package, the additional 1 week rental charge for either: \$3.00/week/per Dolly, per wardrobe.

(See Commercial Pricing schedule)

Any rental extensions will be charged automatically to Customer's credit card and are calculated based on the supplies pick-up date.

## PAYMENT

You acknowledge that your credit card will be kept on file for the duration of your use of the Service. Customer acknowledges and authorizes GREENBOX MEMPHIS to charge any amount associated with the above stated terms and conditions. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by you. In the event of default of any payment that is not cured within 10 days, Company will declare the entire amount of unpaid payments immediately due and payable, and GREENBOX MEMPHIS may immediately terminate this agreement. If you do not return the GREENBOXES within 30 days of the termination of the Service, you will be charged for the full retail value of the unreturned GREENBOXES. You agree to pay all costs and expenses to recover supplies or amounts owed, including attorney's fees and court costs incurred.

GREENBOX \$49.00/per – One Dolly \$69.00/per– One Wardrobe

\$59.00/per – One Wardrobe Bar \$10.00/per.

## MODIFICATIONS AND INTERRUPTION OF SERVICE

GREENBOX MEMPHIS uses reasonable efforts to update the information on its website (the "Site"). However, the contents of the Site are subject to change without notice. GREENBOX MEMPHIS makes no representations or warranties as to the accuracy, reliability or completeness of any information at the Site. Please contact us for more information on your particular need.

GREENBOX MEMPHIS reserves the right to modify or discontinue this website with or without notice to the user. GREENBOX MEMPHIS shall

not be liable to user or any third party should GREENBOX MEMPHIS exercise its right to modify or discontinue the website. We do not guarantee continuous, uninterrupted or secure access to our website and that the operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control or through acts of God.

## INDEMNIFICATION

You shall comply with all applicable laws, regulations and ordinances with regard to your purchase and use of the Service. You agree to defend, indemnify and hold the GREENBOX MEMPHIS and its employees, contractors, representatives, directors, officers, and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including, without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Action") brought or asserted against any of the Indemnified Parties arising from, related to, or connected with your use of the Service. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any Action at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Action without our written consent.

## RISK ALLOCATION

THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES THAT RESULT. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE. IN NO EVENT SHALL COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARTNERS, AND LICENSORS (THE "COMPANY ENTITIES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL

DEATH, LOST PROFITS, OR DAMAGES RESULTING OR ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES GIVING RISE TO THE CLAIM.

## OWNERSHIP

GREENBOX MEMPHIS will remain the sole and exclusive property of MSP, LLC. This agreement does not grant you any ownership rights in GREENBOX MEMPHIS. Moreover, these Terms of Service do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of Company. All trademarks, service marks, trade dress, product names, company names or logos on the Website, whether registered or not, are the property of Company. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of GREENBOX MEMPHIS.

## THIRD PARTY SITES AND CONTENT

This website may contain links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms and conditions, if any, that each of those sites have posted. We have no control over third party sites and we are not responsible for any changes to or content on them. Our inclusion of any content is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

## NOTICE

You hereby consent to receive electronic communications from us, using the email address that you provide to us. You may give notice to us via email to the following address: [greenboxmemphis@gmail.com](mailto:greenboxmemphis@gmail.com). Notice will be effective upon our sending or receipt of it, as applicable.

## DISPUTE RESOLUTION

These Terms of Service shall be construed and enforced in accordance with the laws of the state of Tennessee (other than its conflicts of law provisions).

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH PARTY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or in connection with this agreement must be filed within one calendar year after such claim or cause of action arises, or forever be barred. Nothing in these Terms of Service limits either party's ability to seek equitable relief.

## GENERAL

These Terms of Service may not be assigned by you without the written consent of GREENBOX MEMPHIS. These Terms of Service do not and are not intended to confer any rights or remedies upon any person other than you. GREENBOX MEMPHIS shall be entitled to reasonable attorneys' fees and costs in connection with enforcing any provision of these Terms of Service. These Terms of Service constitute the entire agreement with respect to the Service, and supersedes all previous written or oral agreements. If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Service shall continue in effect. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law.