Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on December 27th, 2023.

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Definitions

For the purposes of these Terms and Conditions:

- "Account" means a unique account created for You to access our Service or parts of our Service.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to MOVIN' ON MOVERS, LLC
- "Country" refers to United States of America.
- **"Content**" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- "Device" means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **"Feedback**" means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- "**Products**" refer to the products or items offered for sale on the Service.
- "Orders" mean a request by You to purchase Services from Us.
- "Promotions" refer to contests, sweepstakes or other promotions offered through the Service.
- "Service" refers to the Website.
- "Website" refers to website name accessible from www.MovinOnMovers.net
- **"You**" means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

You represent and warrant that the Items related to any Request are your personal property and you have all right, title and permission to request and allow the loading, unloading, moving, packing, or lifting of any Items, and that the performance of the Services by a Mover will not result in the violation of any third party's ownership or privacy rights.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Placing Orders for SERVICE

By placing an Order for Service through Us, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Service available on the Website, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your mailing information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

If you cancel any Request: (a) before a Mover accepts it, or (b) after it has been accepted by a Mover but more than 48 hours before the Services are to be performed, you will be refunded your \$150.00 deposit or 50% down payment on your long distance move-100 miles or more. If you cancel any Request less than 48 hours before the Services are to be performed, you will not be refunded your \$150.00 deposit or we'll keep 10% of your down payment on your long distance move- 100 miles or more.

In the instance where the Mover attempts to fulfill the Request but cannot do so for reasons out of the Mover's, your \$150.00 deposit will not be refunded or we'll keep 10% of your down payment on your long distance move-100 miles or more.

Except as expressly authorized by these Terms, you may not (a) modify, disclose, alter, translate or create derivative works of the Platform, (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Platform, (c) disassemble, decompile or reverse engineer any of the software components of the Platform, (d) copy, frame or mirror any part of the Platform, (e) interfere with or disrupt the integrity or performance of the Platform, or (f) attempt to gain unauthorized access to the Platform or its related systems or networks.

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Governing Law

The laws of the State of Florida, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: www.movinonmovers.net
- By sending us an email: info@movinonmovers.net