

Ship49 receives packages and mail on your behalf via the Package Services and Mail Services described below.

Signing up for services at Ship49.com (the “website”) permits you to ship all your packages and mail to our store, enabling you to pick them up at your convenience.

These terms of service (the “terms”) dictate your use of the website, the services and the Ship49 facility. By electronically accepting these terms, or through use of the services, or the Ship49 facility, you agree to all the terms provided here (this “agreement”). If you do not wish to accept these terms or enter into this agreement with Ship49, do not submit your information to the website, or use the services or the Ship49 facility.

These Terms are effective the date you sign and prevail over conflicting language found in any other place. Ship49 may make changes to these terms and its fees at any time without notice, and your subsequent use of the website, the services or the Ship49 facility will constitute your acceptance of those changes.

## **DEFINITIONS**

These definitions are applicable throughout these terms.

“Ship49” means Lapeer Inc., incorporated in and operating under the laws of the State of Washington

“Ship49 Facility” or “Facility” means the Ship49 physical location

“Ship49 Fees” or “Fees” means all applicable fees for Ship49’s handling of a package or mail addressed to you which are in effect at the time of Ship49’s receipt of such package or mail, plus any additional fees set out in any customized contract between Ship49 and you.

“Ship49 Package Services” means those services described in the section so named below.

“Ship49 Mailbox Services” means those services described in the section so named below.

“Account” means the account you create when you enroll in any of Ship49’s memberships, or schedule a onetime visit to pick-up your packages or mail and against all fees will be charged.

“Agent” means any person in which you delegate to pick up your package or mail, and whose information has been submitted on the authorized pickup list.

“Animal” means anything living, with the exception of plants.

“Authorized Pickup List” means the form that you complete in order to have an agent pick up your package or mail.

“Business Hours” means the hours that the Ship49 facility open to the public & is staffed.

“Carrier” means the entity that delivers a package including UPS, FedEx, USPS, DHL.

“Content” Includes information, services, features, products, graphics and links found on the website.

“Customer ID Number” means the number you receive upon completing the registration form.

“Damage” in all its forms shall be determined at the sole discretion of Ship49.

“Delivery Notice” is a notice sent to inform you that your package is ready for pickup. Such delivery notices are sent via your email address and/or SMS text message to your mobile phone number, which information you entered on the registration form.

“Including” in all its forms adds “but not limited to”.

“Mailbox Services” means the Ship49 facility will accept mail on your behalf, and place it inside your assigned mailbox.

“Package” means any container and its contents (Including Mail) sent properly addressed to you. Such includes any article that may be handled by Ship49 without packaging if such handling can be accomplished in a safe manner.

“Package Receiving Services” means Ship49 will accept a package on your behalf and will place the package in our storage area, which will be ready for you to pick up at your convenience during normal operating hours.

“Package Shipping Services” means Ship49 will accept a package from you for delivery to a carrier (if you have an account) and the package has a prepaid return label

“Refuse” means to decline delivery of a package or mail.

“Registration Form” means the form through which you sign up to receive services from Ship49.

“Services” means Ship49 package & mail services, forwarding services, and mailbox services collectively, as described in the sections so named below.

“Shipper” means the entity that causes the package or mail to be sent to you.

“You” in all its forms means the natural person who is personally bound by these terms or the entity a natural person represents and by whose actions the entity is bound by these terms.

## **SERVICES GENERALLY**

Once you have completed the registration form (PS 1583 form), you will receive your customer ID number.

You must provide the exact mailing address and include your customer ID number (See last page for example) for any package or mail that will be delivered to Ship49 for you.

Your name and customer ID number as shown as addressee on any package or mail delivered to Ship49 on your behalf must match your name and customer ID number as it is stated on your registration (PS1583 form).

Ship49 may refuse parcels with missing or mismatching names or customer ID numbers, or check-in such parcels as “anonymous”; in each case, no delivery notice can be sent.

Note that some carriers will return as “undeliverable” to the shipper any package or mail without a correct name or address.

Unless you have made other arrangements in writing with Ship49, Ship49 shall only accept packages and mail delivered by a carrier; such may require a signature from Ship49 as a condition of delivery.

Before Ship49 accepts any package or mail for you, Ship49 reserves the right to require sufficient verification, as determined by Ship49 in its sole discretion, of the shipper’s name and address, or any other information Ship49 feels is necessary to accept the package or mail for delivery to you.

Ship49 reserves the right to immediate termination of an account without refund if there’s suspicion of damages or abuse to Ship49’s property including, but not limited to lockers and any threat, foul language and name calling towards our staff.

By using Ship49, you agree that Ship49 reserves the right to change its Terms of Service, fees and service offerings anytime and the changes shall take effect immediately.

### **Ship49 PARCEL “PACKAGE” FEES**

Ship49 may change its fees at any time by posting its revised fees on the website. Any such change will take effect immediately.

You shall pay all applicable fees in effect at the time of receipt of your package by Ship49 or at the time you subscribe to parcel “package” services.

If you choose not to pay all fees due at the time you pick up your package during business hours Ship49 can refuse to deliver your package to you.

If there’s a payment dispute, Ship49 reserves the right to hold or refuse or keep your package(s).

Our parcel “package” service fees come as outlined below...

- Pay per visit “pickup” Based on how many parcels a customer may have, see our current rates here at [www.ship49.com](http://www.ship49.com).

### **Ship49 PARCEL “PACKAGE” SERVICES**

#### **GENERAL**

When Ship49 receives a package for you,

- Ship49 will record receipt of the package, and place the package onto a shelf
- Ship49 will send you a delivery notice via SMS text message or email.

The delivery notice is a courtesy offered by Ship49.

Ship49 is not liable for failure to dispatch, or for the loss or non-delivery of, any delivery notice. You should double check with the shipping carrier to determine whether your package has been delivered for the facility.

Because of the quantity of packages and mail received by Ship49 on any given day, delivery notices regarding those packages or mail may not be sent before the end of the day upon which the parcel was delivered.

Ship49 is not responsible for any package or mail that has not been delivered to the facility, but is shown by the carrier as delivered to the facility.

Ship49 does not offer any insurance for mails and package, and is not responsible for any loss or damage outside the reasonable control of Ship49. You must arrange own insurance to properly insure your mails and packages.

You affirm that you are the owner of the goods contained in any package or mail addressed to you or that you are authorized by such owner to accept the goods in any package addressed to said owner.

You must complete a USPS PS Form 1583 and supply two pieces of government-issued IDs prior to picking up the first mail or parcel.

It is a federal offense to take packages or mail that do not belong to you. It is your responsibility to verify with your vendors and carriers that the packages and mail checked into your account belong to you. Ship49 is not liable for any costs incurred from picking up packages or mail or any other cost associated to it.

### **AUTHORIZED PICKUP LIST**

**Before we are able to release any packages** to an authorized individual listed on your pickup list, you will be required to provide Ship49 the accurate and current information for any authorized individuals on your PS Form 1583 and/or on your sign up registration form for Ship49. Any and all authorized individuals coming to pick up your packages during business hours must already be named on the authorized pickup list and be prepared to show a government issued photo ID.

### **PICKING UP YOUR PARCEL “PACKAGE”**

Once you have received a delivery notice, you may pick up your package during business hours.

### **CLEAN UP**

Customers are required to throw away any packaging material in the assigned trash bins and cardboard boxes must be broken down and placed in the provided recycling bins. Cleaning fees from \$1.00 up to \$20 will be applied to your account if your packaging material was not disposed of properly.

### **RETRIEVING PARCELS “PACKAGES” DURING BUSINESS HOURS**

When picking up your package during business hours, you will be required to present one (1) piece of government-issued photo ID. If you are unable to produce such an ID, Ship49 may decline to deliver the package to you.

### **SPECIAL HANDLING**

Unless Ship49 has otherwise agreed in writing, all packages delivered to the facility and addressed to you will not require any use of specialized equipment or procedures.

Ship49 shall not be liable whatsoever to you for any damage to your package, however caused, if Ship49 is instructed by you to load, unload or in any way handle your package using specialized equipment or procedures.

### **DAMAGED PARCELS “PACKAGES”**

If your package is damaged when delivered to the facility, Ship49 reserves the right to refuse your package.

It is your responsibility to inspect damaged parcels and file claims with delivery carriers.

### **UNCLAIMED PARCELS “PACKAGES”**

If you fail to pick up any packages from the facility after ninety (90) days from the date the delivery notice was dispatched, Ship49 may dispose or donate the package and its contents, unless:

Ship49 agrees in writing to extend the number of days during which you can pick up your package. Such extension is given only in response to your written request and is subject to the approval of Ship49. Fees will be imposed for the extended storage period.

### **RIGHT TO OPEN AND/OR INSPECT PARCELS “PACKAGES”**

Ship49, in its sole discretion, reserves the right to open and/or inspect any packages delivered to Ship49.

### **REFUSED PARCELS “PACKAGES”**

Ship49 reserves the right to refuse any package for reasons including...

- Illegal or dangerous package content;
- Package content that includes animals or animal parts, plants, firearms, controlled drugs, perishable foods, liquids, radioactive material or other substances presenting any hazard;
- Package content that will or seems reasonably likely to damage other packages or Ship49's equipment, or create an unsafe environment for operation of the facility;
- Package weighing 51lbs or more;
- Package is improperly packed or wrapped;
- Collect On Delivery (COD) mails or packages.

Any package refused by Ship49 for any reason whatsoever will be returned to the shipper at your expense including forwarding costs, return transportation charges, duties and taxes in addition to standard fees imposed for receiving your package.

If a package is refused by Ship49, for any reason whatsoever, and return of the package is refused by the carrier or shipper, or Ship49 is unable to obtain your instructions on disposition of the package within a reasonable time, or the package cannot otherwise be returned to the shipper, Ship49 may retain the package for a reasonable period, not to extend ninety (90) days.

After the expiration of the ninety (90) day period, Ship49 reserves the right to treat your package as an unclaimed package.

### **RETURNED PARCELS “PACKAGES”**

If you are a customer and have an account with Ship49, Ship49 will deliver your package to a carrier as long as Ship49 is provided a prepaid return label to use. Ship49 will not be held accountable for any missing or lost packages for this courtesy service. If any package requires handling by Ship49 other than delivery to said carrier, you will receive a handling charge added to your account. Ship49 reserves the right to refuse service if your instructions are not clear. Any package you would like to refuse, we require that request to be in writing via email. Upon receiving your request, Ship49 will send you a confirmation and will check out your package from our system. If there are additional applicable fees for this request, you will be responsible for those fees.

### **CAMERA FOOTAGE REQUEST**

Ship49 uses closed-circuit cameras inside and outside of the store. If any footage is ever used, it is for relevant authorities when public safety is at risk or a possibility of a crime. Keeping our customers and staff safe is a high priority of Ship49, while also protecting the right to privacy with the ability to detect and prevent crime. If you ever need camera footage from Ship49, you will be charged a service fee of \$50. Ship49 is unable to release any footage of any other 3<sup>rd</sup> party individuals to you. Ship49 reserves the right to withhold certain camera footage due to the privacy act.

### **REPAIR**

The customer will be held responsible for any expenses that incur related to any repair of damage to the interior or exterior of the store caused by you or others accessing the building on your behalf or rises from any emergency authority providing assistances to you.

### **Ship49 MAIL SERVICES**

As your authorized representative for receipt of mail, Ship49 will accept mail properly addressed to you, including registered, insured and certified items. Your name, customer number and the facility's correct address must appear on each piece of mail addressed to you for delivery to a facility:

To set up and receive mail services at Ship49, you must complete the registration USPS Form 1583 at Ship49 and show two (2) pieces of government-issued ID (one with a photo).

Our mail service fees come as outlined below...

- Pay per visit “pickup” Based on how many pieces of mail a customer may have, see our current rates here at [www.ship49.com](http://www.ship49.com).

The mail services membership option may be shared by any family members residing at the same address. Each individual person sharing a mail service membership within a household is required to complete a USPS PS Form 1583.

Ship49 will place all your incoming mail addressed to you in your customer section, in which it will remain until you come and pickup.

Any mail that has a tracking number is considered a parcel “package”, in which you will be charged a parcel “package” fee, rather than a “mail” fee.

## **GENERAL OBLIGATIONS**

### **IDENTIFICATION**

Only a person identified on the authorized pickup list can be your agent and is authorized to access and pickup contents at the staffed pick-up counter. You or your agent will be required to provide proper identification in order to remove packages from the Ship49 facility. To add or change the identity of an agent, you must contact Ship49 and submit information as requested regarding your proposed agent.

In the event of your death or incapacity, Ship49 will require appropriate documents from the Probate Court in order to release packages of mail to someone other than you or your agent.

Ship49 may contact you via your email address and/or phone number regarding issues related to your account, packages and/or mail.

## **THE WEBSITE**

### **USE OF THE WEBSITE**

Ship49’s website is provided for the use of current and potential new Ship49’s customers for the sole purpose of interacting with Ship49, its network, affiliates and partners, and may not be used by any person for any other purpose.

You will log out of the website at the end of each online visit.

### **OWNERSHIP**

Ship49’s website and its content are protected by international copyright, trademark and other laws, and are owned by Ship49; title remains with Ship49. By allowing access to the website or the Ship49 facility, Ship49 conveys ownership rights in the website or in any content appearing on or made available through the website only with an additional writing conveying such rights and signed by Ship49.

You may not modify, copy, transmit, translate, distribute, reproduce, adapt, decompile, reverse engineer, disassemble or in any other way improperly access any public or non-public part of the website or improperly use its content.

## **LIMITATION ON/TERMINATION OF YOUR RIGHT TO USE THE WEBSITE AND/OR THE FACILITY**

Ship49 may suspend, modify or discontinue the services, or any of them, at any time without notice. In addition, Ship49 may block, terminate or suspend your access to the website or the facility at any time for any reason in its sole discretion, even if access is available to others. You shall not be entitled to any refund as a result of such suspension or termination, and Ship49 may return all mail and packages waiting for your pickup back to the shipper, and may refuse any packages or mail arriving after the imposition of such suspension, block or termination.

## **COMPLIANCE WITH APPLICABLE LAWS**

You must at times comply with all applicable laws.

## **NON-COMPETITION; UNSOLICITED IDEAS**

You shall not use Ship49's name, content, trademarks or other property of any kind without Ship49's prior written consent.

In addition to not operating a business similar or identical to Ship49 during the course of this agreement, you also agree not to operate a business similar or identical to Ship49 within a five (5) mile radius of the Ship49 facility for a period of five (5) years after you terminate all your accounts with Ship49 or, if you have no account with Ship49, for a period of five (5) years after your last business interaction with Ship49.

Ship49 does not accept ideas, materials, concepts, or techniques for new services or products ("Ideas") through any means of communication. If such ideas are received, they will not be considered confidential and Ship49 will be free to use, communicate and exploit such ideas in any manner it chooses, and you automatically grant or warrant that the owner of the ideas grants Ship49 a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide right and license to exploit the ideas, or any ideas, concepts, know-how or techniques associated with the ideas, for any purpose whatsoever using any form, media or technology now known or later developed, without providing compensation to you or anyone else, without any liability whatsoever, and free from any duty on the part of Ship49. You further warrant that all moral rights in the ideas are waived.

## **DISCLAIMER OF WARRANTY**

The website and its contents are provided "as is". Ship49 disclaims any and all warranties regarding any such content and your ability to use the site and its content.

Ship49 does not warrant that Ship49's website or services will meet all of your requirements or that its operations will be uninterrupted or error free, or that any defect within Ship49's website or the services will be corrected.



No oral or written information, representation or advice given by Ship49 shall create a warranty without a writing signed by Ship49 reflecting the creation of such warranty.

### **LIMITATION OF LIABILITY**

Insurance for belongings in a storage unit is sometimes covered under personal property coverage in the homeowner's policy. Please check with your specific home insurance company to confirm. You may also arrange for third party storage unit insurance to protect your mails or parcels while they are in our facility.

Ship49 will not be held liable whatsoever to you for any damage to your mails or parcels, however caused, if Ship49 is instructed by you to load, unload or in any way handle your package using specialized equipment or procedures.

Ship49 shall have no liability for loss of or damage to mail or parcel if the cause is due to theft, fire, flood, earthquakes, or other natural disasters or is outside the reasonable control of Ship49.

In all other circumstances, the total liability of Ship49 for loss or damage for each customer shall be limited to the service fees that would normally be charged for receiving the affected mails or parcels.

### **IDEMNIFICATION**

You shall indemnify and hold Ship49 harmless and against any and all claims, liabilities, losses, damages, expenses and costs ("claim") which shall include, fees for attorneys if needed, litigation costs, expert witnesses and any other cost incurred in the settlement or avoidance of any such claim, which result from or are in connection with your act of omission which results in harm to a third party giving rise to a claim by or on behalf of such third party and against which Ship49 must defend.

### **RETENTION OF RECORDS**

Ship49 shall maintain records of services provided to you for a period of time, and may, in its sole discretion or required by applicable federal and state laws, dispose of such records thereafter.

### **NO PARTNERSHIP**

You are not the legal representative, agent, joint ventures, partner, or employee of Ship49 for any purpose whatsoever, and you do not have any authority to assume or create any obligation of any kind of make any representation or warranty on behalf of Ship49.

### **NO ASSIGNMENT**

You may not assign this agreement or your account or your mailbox to anyone.

## **SEVERABILITY**

If any provision, or portion of any provision, of this agreement is found by a court of competent jurisdiction to be unenforceable, such provision or part thereof shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed deleted from this agreement, while the remainder of this agreement shall continue in full force and in effect.

## **WAIVER**

No failure or delay by Ship49 in exercising any right, power, or remedy under this agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this agreement shall be effective unless in writing and signed by Ship49.

## **MODIFICATION**

At any time, Ship49 may make changes to these terms and its fees. Your subsequent use of the website, the services or the Ship49 facility will constitute your acceptance of those changes.

Unless signed and in writing by Ship49, no modification of any posted version of this agreement shall be effective.

## **FORCE MAJEURE**

Ship49 shall be relieved of its obligation to perform this agreement, or any of its terms, to the extent that such performance is prevented by your act or omission or for any other reason outside the reasonable control of Ship49.

## **CONTROLLING LAW; JURISDICTION**

This agreement is governed in all respects by the laws of Washington State without giving effect to its principles of conflicts of law. Any claim arising under this agreement shall be brought within the statute of limitations set by the laws of Washington State in a court of competent jurisdiction within the State of Washington, although Ship49 shall have the right to apply for injunctive remedies or equivalent urgent legal relief in any competent jurisdiction.

## **ENTIRE AGREEMENT**

This agreement, together with all related documents submitted by you during your business relationship with Ship49, constitutes the entire agreement between you and Ship49.

## **HEADINGS**

The section headings used in this agreement are intended primarily for references and shall not by themselves determine the construction or interpretation of this agreement or any portion hereof.

## **PRIVACY**

Ship49 does not share or sell information acquired from you through its business relations with you.

## **ADDRESS & DIRECTIONS HOW TO ADDRESS MAIL and/or PACKAGES TO SHIP49**

### **FOR PACKAGES & MAIL:**

*Your Full Name*

63 12<sup>th</sup> St.

*#Your customer ID*

Blaine, WA 98230