

Privacy Policy - Errand Guam, LLC Consumers Effective Date: November 1, 2023 Errand Guam, LLC (collectively, "Errand Guam," "we," "us," or "our") is committed to protecting your privacy. Last revised on November 21, 2023.

1. Involved Parties

This agreement is between those that engage with our services ("User," "Client") and Errand Guam, LLC ("Errand Guam," "we," "us," or "our") and its Errand Runners ("Runner").

2. Cancellation Policy

Errand Guam, LLC requests at least a one hour notice from Client for a Cancellation of Service. Should Client request for a cancellation less than an hour in advance, the Client's \$10 deposit will be forfeited. To cancel an errand, email us at sos@errandguam.com.

3. Payment and Late Fees

Client will pay Errand Guam, LLC as agreed upon verbally, electronically or in writing. Payments for services will be made electronically via PayPal once the invoice is received. Payment is due no later than 11:59pm on the same day the errand was completed. An invoice payment is considered "late" if payment is received anytime after 11:59pm. A \$10 late fee will immediately be assessed. See Collections Policy for more information.

4. Collections Policy

Billing is done once the errand is complete by sending an invoice to the Client. A receivable is considered delinquent when it is 60 days past due and a collection email will be sent to the client. Further, at 90 days delinquency, the account will be referred to MCB Inc., a local collection company on Guam.

5. Release of Liability

In no event shall Errand Guam, LLC (including our Errand Runners) be held responsible or liable in any manner for any loss, damage, or claims of property, documents, or items that may arise as a result of utilizing Errand Guam's services.

6. Right to Refuse Service

Errand Guam, LLC and its Errand Runners reserves the right to refuse service to anyone. We will never refuse service based on Sex, Religion or Religious Beliefs, Race or Color, Age (Unless required by Guam and Federal Law with regard to purchasing age restricted items),

National Origin or Citizenship, Veteran Status, or Disability covered under the Americans with Disabilities Act.

We DO NOT under any circumstances deliver any illegal items or any package the Errand Runner deems suspicious.

We DO NOT deliver large items such as furniture and appliances.

We DO NOT provide ride sharing or restaurant delivery services.

You must be at least 18 years old and able to enter into legally binding contracts to access and use Errand Guam's services or register for an Errand Guam Account. By accessing or using our website or application, you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a valid contract. If you are under age 18, you may not, under any circumstances or for any reason, use our Services except through a guardian or parent. We may, in our sole discretion, refuse to offer our Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access our Services is revoked where these Terms or use of our Services is prohibited or to the extent offering, sale or provision of our Services conflicts with any applicable law, rule or regulation.

7. Requests for Proof of Identity or Eligibility

Proof of Identity or Eligibility will be requested from the client for personal shopping purposes that involve purchasing alcohol or tobacco products. A VALID identification will be required, and the items will only be delivered to the Client and will not under any circumstance deliver alcohol or tobacco products to individuals below the set age restrictions in accordance with Guam and Federal Law.

For personal shopping errands requested on a military installation, a VALID Common Access Card (CAC) or Military Dependent Identification card is required. We DO NOT permit any military affiliated individual to send Errand Guam a photocopy of his/her Military Identification Card. To validate eligibility, Errand Runners are required to verify the Client's Military Identification Card and benefits IN-PERSON. The Military Identification Card should include that the Card Holder has "Commissary Unlimited Exchange" benefits.

8. Cost of Service and Fees

Deposit: A \$10 deposit will be charged at the time of booking. This deposit will be credited to the Client's ending balance and will be reflected in the invoice.

Purchasing Fee: The cost of your additional purchases are NOT included in our rates and will be billed in an invoice as Reimbursement. Clients are required to provide funds through cash or PayPal for purchases to be made on the Client's behalf. The Client will receive a cash receipt to

track any exchange of cash funds. Should the funds provided be insufficient for the total cost related to any shopping done on the Client's behalf, the Errand Runner will pay the remaining balance and a 5% purchasing Fee will be assessed to the Client which will be reflected in the invoice.

Hourly Fee: All errands start at a \$25/hour fee. The Errand Runner starts their clock the second the Errand Runner arrives at the first location related to the errand. The Errand Runners stop their clock as soon as the overall errand is complete.

Distance Fee: Distance fees are charged at \$0.80/mile.

The Errand Runner logs their starting mileage the second the Errand Runner arrives at the first location related to the errand. The Errand Runner logs their ending mileage as soon as the overall errand is complete.

Shopping Fee: A shopping fee will be assessed in relation to the total amount of items purchased.

1-5 items: \$3

6-10 items: \$5

11-15 items: \$7

+16 items: \$8

9. Failed Errand Service Attempt

If an errand runner is unable to successfully complete an errand by an act of God or circumstances and events that are outside of anyone's control and that cannot be foreseen or guarded against, the Client is required to pay for the full price of the service that was completed up to the time the service was discontinued.

10. Safety Precautions

It is in our best interest that we keep our involved parties safe. An Errand Runner is strictly prohibited from entering into the building of a Client's private residence (Including but not limited to an Apartment, Single/ Multi-Family homes, or Hotel rooms). Any Client requesting our services from a hotel, must only meet in the Lobby Area and should not have any expectations for the Errand Runner to meet at the hotel room.

We understand that errands may be time sensitive, however, Errand Runners are prohibited from driving above the speed limit to meet the needs of the Client. It is the Client's responsibility to book an errand at a reasonable time to mitigate any missed deadlines.

11. Usage of Verbal Communication, Email, or Text Messaging to Negotiate Service and Binding Agreements.

If Client uses Verbal Communication, Email, or Text Messaging to obtain service, the Client agrees to make a binding legal agreement to the mentioned terms, or by default, these Service Terms and Conditions without a signature.

12. Usage of Online Forms to Negotiate Service and Binding Agreements

If Client uses or accepts terms of any of the online forms located on the Errand Guam website, the Client agrees to make a binding legal agreement to the terms or by default these Service Terms and Conditions without a signature.

13. Disputes

If a dispute arises, either party may take the matter to court. If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorney fees incurred by the prevailing party in the lawsuit.

14. Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Modification

This agreement may be subject to changes and modification without notice. If Client receives any service after the modifications to the agreement have been made, Client's received services shall be subject to the new terms. Client understands and agrees to the responsibility to review these terms and conditions for updates before booking a service.