

# The Baggage Butler, Inc.

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The Baggage Butler, Inc. provides customers with a wide variety of services.

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1. engage in any unlawful, harmful, threatening, abusive, defamatory or obscene acts or engage in any acts which impinge or violate the privacy rights and/or expectations of any other person;
2. engage in the commission of any crime or criminal or illegal activity;
3. ship or attempt to ship or transport any illegal goods, substances, contraband, materials (including, but not limited to hazardous materials), drugs and/or any items prohibited by law.

Use of this site and/or the placing of an order with The Baggage Butler, Inc. indicates your promise, representation, warranty and agreement that you are solely responsible for full and complete compliance with all rules, laws and/or regulations of the United States and/or any other country to which you use this site and/or The Baggage

Butler, Inc. to ship and/or transport any goods and/or property of any kind or nature and further that you understand, agree and consent that any package shipped and/or transported using this site and/or The Baggage Butler, Inc. is and may be subject to search and/or inspection in accordance with the laws of the United States and/or any other country from and/or to which said package is shipped and/or transported as well as under and pursuant to the rules and policies of any carrier, courier, shipper and/or business that may be contracted by The Baggage Butler, Inc. to perform any services in relation to your order.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE BAGGAGE BUTLER, INC. DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES AND PRODUCTS/MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR PERFORMANCE WARRANTIES.

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THE BAGGAGE BUTLER, INC. DOES NOT GUARANTEE THE SHIPMENT AND/OR THE DELIVERY SERVICES OFFERED ON THIS SITE.

Neither The Baggage Butler, Inc. nor any other carrier, courier, shipper and/or business that may be contracted by The Baggage Butler, Inc. to perform any services in relation to your order shall be liable for or shall make any refund, adjustment and/or credit for any loss, delay, non-delivery, misdelivery or late delivery of any baggage, package and/or property resulting from:

1. any misinformation and/or errors on your part;
2. the failure on your part to provide complete and accurate information including, but not limited to, the prompt notification of any changes to such information;
3. any violation of the terms and conditions set forth herein and/or as modified;
4. any illegal or criminal acts;
5. any circumstances beyond the control of The Baggage Butler, Inc. including but not limited to, the following:
  - the acts of any carrier, courier, shipper and/or business that may be contracted by The Baggage Butler, Inc. to perform any services in relation to your order;
  - weather;

- natural disasters;
- strikes;
- government acts which prevent and/or interfere with the service;
- loss of power or other disruption or failures of utilities, communication and/or information systems;
- war and/or terrorist activity

The full and complete extent of liability of and on the part of The Baggage Butler, Inc. for any non-performance of the agreed upon service and/or for the damage and/or loss of property shall be a refund of the amount actually paid by you, the customer.

You, the customer, are responsible for providing complete and accurate information regarding the intended recipient of your baggage. In the event your baggage is refused by the recipient for any reason, except for any error on the part of The Baggage Butler, Inc. your baggage will be returned to you at your sole cost and expense. Use of this site and The Baggage Butler, Inc. constitutes your promise to pay for the costs and expenses of such return shipment as well as authorization to access and charge whatever method and/or source of payment was used at the time of the original order.

The Baggage Butler, Inc., at our option, will either refund or credit the charges you, the customer, actually paid for the services if we fail to substantially provide the services contracted for subject to the limitations and conditions set forth herein.

To obtain a refund or credit you, the customer, must notify us within seven (7) days of the actual or intended shipment date and provide all requested information including, but not limited to, full customer name, address and telephone contact number(s), customer number assigned, description of the baggage, the exact destination and requested date(s) of shipment and delivery. In the event of damage to your baggage you must retain all original shipping boxes, containers, packaging and contents and make same available for our inspection as part of the process of handling and determining your claim.

The Baggage Butler, Inc. understands that you may provide personal data or other information to this site and/or to an employee and/or agent of The Baggage Butler, Inc. We will take all reasonable precautions and measures to protect your personal information. We, as with all businesses, cannot guarantee 100% confidentiality and/or security. The Baggage Butler, Inc. may disclose your personal information and/or data as required by law and/or pursuant to a properly issued court order or subpoena.

You, the customer, agree to indemnify, defend and hold The Baggage Butler, Inc., its officers, directors, shareholders, employees and/or agents harmless from and against any suits, actions, claims, damages, losses, attorneys fees and/or costs and expenses that may arise directly or indirectly from your violation and/or breach of and/or your failure to comply with the terms and conditions set forth herein and/or in connection with your violation of any law and/or regulation.

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