

## **Boomerang Terms and Conditions** (effective as of September 8, 2021)

These terms and conditions ("Agreement", "Terms") set forth the general terms and conditions of your use of the [www.ThanksBoomerang.com](http://www.ThanksBoomerang.com) website ("Website" or "Service") and any of its related information, resources, tools, products, and lost property services, (collectively, "Services") namely the storage, cataloguing and identification of items matching the description of your lost items (your "Lost Property") provided to us by you. This Agreement is legally binding between you ("User", "you" or "your") and Thanks Boomerang, Inc. ("Boomerang", the "Company" "we", "us" or "our"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and Boomerang, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Additionally, your use of the Services may be provided by Boomerang pursuant to a separate manually or digitally-executed agreement. Those additional terms become part of your agreement with Boomerang if you use the Services. In the event of a conflict between such additional terms and the terms in this Agreement, the additional terms will control.

### **1. LOST PROPERTY PROCEDURE**

1. Any items of lost property found and handed in at one of our Partners' Locations ("Found Items") will be passed to us. The details of each Found Item will be logged into our database (our "Database") and that item will be stored at that Location.
2. On completing the Information Form we will cross-check the description of your Lost Property that you provide against our Database.
3. In the event that we are unable to match any Found Item to the description provided by you, subject to paragraph 7, we will continue to check that description against our Database at reasonable intervals, as new Found Items are frequently added to the Database.
4. In the event that we identify a Found Item that we consider matches the description of your Lost Property, we will contact you by email with details of the relevant Found Item, including a brief description of the condition in which the item was found ( a "Notification Email").
5. Any description of the condition of a Found Item given by us in accordance with paragraph 4 shall be the result of a visual inspection of the Found Item in question as part of the process of attempting to match Found Items to their owners, and should not be taken as any representation or warranty from us to you as to the condition of the Found Item. Nothing in these terms shall impose any obligation on us to carry out any search that requires more than such a visual inspection.
6. In the case of electronic Found Items, we may, as part of the process of attempting to match Found Items to their owners, turn the item on. This, and any reference to the item starting up or otherwise (as the case may be) in our description of its condition, should not be taken as an indication of whether the item is functioning correctly. We cannot and will not conduct any diagnostic tests on such items.
7. On receipt of a Notification Email, you must respond to us by email within a reasonable time, and in any event within the 90 day period (or the limitation period within your jurisdiction) referred to in section 4 below, confirming:
  - whether you believe the item we have identified belongs to you; and
  - if so, whether you would like such items returned to you by courier and/or delivery (at an additional charge, and subject to the provisions of section 3 below) or by your collecting (or appointing a third party to collect on your behalf) the item from our Location(subject to the provisions of section 2 below).

### **2. COLLECTION PROCEDURE**

1. Should you indicate that you wish to collect a Found Item from one of our Locations. The availability of collection from our Locations is subject to availability. Please refer to [www.ThanksBoomerang.com](http://www.ThanksBoomerang.com) to view our Location and coverage areas.

Collection of items from all locations is subject to the 90 day maximum period (or the limitation period within your jurisdiction) for which we hold items in accordance with section 4.

2. To ensure that we return Found Items to their rightful owners, when you come to collect your Found

Items, (such as any receipts, photographs or any other evidence that would help us to identify you as the rightful you must bring with you proof of identity in the form of photo ID (a passport, photo driving license or official company identification). Depending on the nature of the Found Item, we may also require proof of ownership owner of the Found Item). We will notify you if we consider this is necessary and you must bring such proof of ownership with you when you come to collect your Found Item from the appropriate Location.

3. Once you have satisfied our proof of identity requirements, have provided us with proof of ownership (if necessary) and paid the relevant fee in accordance with paragraph section 5 below, your item will be returned to you.
4. You may also choose to appoint a representative (e.g. a relative) to collect the relevant Found Item on your behalf. Should you want this, that representative will have to provide:
  - proof of identity (as described in paragraph section 2.2 above) for both you and for themselves;
  - any proof of ownership that we may require; and
  - a letter, signed by you, and setting out the full name and address of your representative, and authorizing them to collect your Found Item (clearly described) on your behalf.
  - payment of the relevant fee in accordance with paragraph section 5 below; following which your Found Item will be released to them upon which we shall have complied with our obligations under these terms to return that item to you.
5. If you are unable to collect a Found Item from one of our Locations, you can have it delivered to your address in accordance with section 3.5 below.

### 3. DELIVERY

1. Should you choose to have the relevant Found Item delivered by courier and/or delivery to a location of your choice, such delivery will be subject to paragraph 4, 5, 6, and 7 below.
2. We will still require proof of identity and, where appropriate, proof of ownership, and, before we arrange any delivery, you must send to us by email scanned copies of your photo ID and, where required, any proof of ownership documentation.
3. Once we have received and verified all the relevant proof of identity and ownership from you we will confirm the cost of delivery, which will be payable in advance together with the relevant fee in accordance with clause & 5 below via our secure online payment system [www.ThanksBoomerang.com](http://www.ThanksBoomerang.com). Following receipt of such payment, we will arrange for the delivery of the relevant Found Item to your chosen address.
4. If you would like your Found Item to be sent to another of our Locations for collection, this will incur the appropriate delivery charges.
5. Delivery / Shipping Policy: We ship using the following Courier/Delivery providers: FedEx, UPS and USPS. (Where available) All shipping of personal items, and their contents, MUST comply with the Shipping Carrier's Conditions Of Carriage.
6. The Company is not responsible for ANY items, or contents, that do not follow the Shipping Carrier's Conditions of Carriage at the time of shipment.
7. Declared Value Of Items Shipped: If you declare a higher value for carriage, an additional amount will be assessed for each US\$100 (or fraction thereof) by which the declared value for carriage exceeds US\$100. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY OF A SHIPMENT WILL NOT EXCEED ITS REPAIR COSTS, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

### 4. STORAGE AND DISPOSAL OF FOUND ITEMS

1. Any Found Item that has not been claimed within 90 day period (or the limitation period within your jurisdiction) of it being logged into our Database shall be regarded as abandoned ("Abandoned Items").
2. We reserve the right to sell or otherwise dispose of any Abandoned Items and to retain the proceeds of any such sale.
3. We shall not be liable for, and you hereby agree to hold us harmless against, any and all losses, costs, claims, liabilities and/or demands of any nature arising directly or indirectly from the sale or destruction of any Abandoned Item in accordance with paragraph 2 above.
4. For the avoidance of doubt, the 90 day period for which we will store Found Items (or the limitation period within your jurisdiction) will apply whether or not that Found Item is either collected in accordance with paragraph 1 above or delivery is arranged in accordance with item that has been identified as potentially belonging to an individual. You must therefore ensure collection or delivery before the expiry of such 90 day period (or the limitation period within your jurisdiction).

5. Any items that are perishable will not be held beyond the time that it is clear (in our opinion) that they have deteriorated sufficiently to no longer warrant being held or if they have, in our opinion, become a danger to the health and safety of our employees or of any other person.

**5. PRICING**

1. The charges for the retrieval/return of Found Items shall be set forth on [www.ThanksBoomerang.com](http://www.ThanksBoomerang.com).

**6. ELIGIBILITY**

1. You must be at least 18 years of age to create an account on the Website or any affiliated site, and use the Services. By creating an account and/or using the Services, you represent and warrant that:
  - you can form a binding contract with Boomerang,
  - you will not post ANY contact information for ANY person under the age of 18 years of age, including, but not limited to, first and last names, phone numbers, email addresses, photos or ANY other social media contact information of a minor,
  - you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition, and
  - you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

**7. THIRD PARTY SITES**

1. This Website may be linked to, or included within, other websites on the Internet. These websites may contain information or material that some people may find inappropriate or offensive. These other websites are not under the control of the Company, and you acknowledge that the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites or any links contained in third party sites or services or any changes or updates to third party sites or services. The Company is providing these links and access to third party sites and services to you only as a convenience, and the inclusion of such a link or access does not imply endorsement of the website by the Company or any association with the operators of the other websites.

**8. PROPRIETARY RIGHTS**

1. You acknowledge and agree that all content and materials available on this Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by the Company, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on this Website on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from this Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Terms is prohibited. As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this Website is strictly prohibited without the express written permission of the Company.

**9. MONITORING THE WEBSITE**

1. You acknowledge and agree that the Company has the right to monitor the Website, and website related services, and to disclose any information necessary to operate the Website, to protect itself and to comply with legal obligations or governmental requests. The Company also reserves the right to prohibit any user who, as determined by the Company in its sole discretion, violates these Terms from using the Website and related services. Such prohibition may occur with or without notice to the user.

**10. GRANT OF LIMITED LICENSE**

1. By posting or submitting content to this Website, you: 1. grant to the Company and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed,

and promote the content in any form, anywhere and for any purpose (for details see our Privacy Policy); and 2. warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by the Company will not infringe or violate the rights of any third party.

#### **11. INDEMNIFICATION**

1. Upon a request by the Company, you agree to defend, indemnify, and hold harmless the Company and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Website. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses.

#### **12. INTERNATIONAL USE**

1. The Company makes no representation that the Content on this Website is appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

#### **13. CHOICE OF LAW AND FORUM**

1. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of, or relating to, these Terms or your use of this Website shall be filed only in the state or federal courts located in the State of Florida, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

#### **14. SEVERABILITY AND INTEGRATION**

1. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and the Company with respect to this Website and your use of the Website, and supersedes all prior contemporaneous communications and proposals (whether oral, written, or electronic) between you and the Company with respect thereto. If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions of these Terms shall remain in full force and effect.

#### **15. REFUND POLICY**

1. All monetary transactions are final unless otherwise determined by Boomerang.

#### **16. CANCELLATION POLICY**

1. You have the right to terminate your account at any time. You MUST send an email to [www.Support@ThanksBoomerang](mailto:www.Support@ThanksBoomerang) with your username/email and a complete list of all your ID Labels you have activated in your account. You will receive a confirmation email to confirm your wish to cancel and delete your account. After confirmation, your data and records will be permanently deleted from our main database and you will no longer have access to the service under this account.

#### **17. TERMINATION OF ACCESS**

1. The Company reserves the right, in its sole discretion, to terminate your access to all or part of this Website, with or without notice.

DISCLAIMER OF WARRANTIES: ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS WEBSITE (THE "CONTENT") AND ALL SERVICES PROVIDED BY THE COMPANY TO A CUSTOMER ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER THE COMPANY NOR ITS AFFILIATES WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS WEBSITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

Additional Disclaimers: No sponsorship, endorsement, approval or responsibility for this program is intended or implied.

LIMITATION OF LIABILITY: THE COMPANY DOES NOT GUARANTEE THAT ANY PERSONAL PROPERTY BEARING THE COMPANY'S LABELS WILL BE RETURNED TO THE CUSTOMER, OR THAT, IF ANY PERSONAL PROPERTY IS RETURNED TO THE CUSTOMER, THAT THE PERSONAL PROPERTY WILL BE RETURNED IN THE SAME CONDITION IT WAS IN AT THE TIME THE COMPANY'S LABELS WERE AFFIXED TO THE PERSONAL PROPERTY. ANY CUSTOMER USING THE SERVICES OF THE COMPANY AGREES THAT IN CONNECTION WITH ANY AND ALL SERVICES PERFORMED BY THE COMPANY, THE COMPANY SHALL NOT BE LIABLE FOR A FAILURE TO RECOVER ANY PERSONAL PROPERTY OF THE CUSTOMER BEARING THE COMPANY'S LABELS OR ANY DAMAGE DONE TO THE CUSTOMER'S PERSONAL PROPERTY. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS SUBSIDIARIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEBSITE OR THAT RESULT FROM OR ARISE OUT OF THE SERVICES PROVIDED BY THE COMPANY TO A CUSTOMER. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**18. ASSIGNMENT**

1. You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

**19. CHANGES AND AMENDMENTS**

1. We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom or top of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.
2. An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

**20. ACCEPTANCE OF THESE TERMS**

1. You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

**21. CONTACTING US**

1. If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

[www.ThanksBoomerang.com](http://www.ThanksBoomerang.com)

[Support@ThanksBoomerang.com](mailto:Support@ThanksBoomerang.com)