

## **Terms of Service**

Last Updated: **10/8/2024**

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS YOUR RESPONSIBILITY, AS A USER, CUSTOMER, OR PROSPECTIVE CUSTOMER, TO READ THE TERMS AND CONDITIONS BEFORE USING THIS SITE OR SERVICE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR USE OUR SITE OR SERVICES.

Welcome to Shield Services LLC ("Shield," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our shipping protection services (the "Services"). By using our Services, you agree to these Terms. If you do not agree to these Terms, please do not use our Services.

### **SECTION 1 - GENERAL TERMS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Site for any illegal or unauthorized purpose, nor may you, in your use of our products or Site, violate any laws in your jurisdiction (including but not limited to motor vehicle laws).

You must not transmit any worms, viruses, or any code of a destructive nature.

A breach or violation of any of these Terms will result in the immediate termination of your account and your right to use our Services.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without prior notice to you:

1. Restrict, suspend, or terminate your access to all or any part of our Site.
2. Change, suspend, or discontinue all or any part of our products or Site.
3. Refuse, move, or remove any content available on all or any part of our Site.
4. Deactivate or delete your account(s).
5. Establish general practices and limits concerning the use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (excluding credit card information) may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Site, or access to the Site or any contact on the Site, without express written permission from us.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or exploit any of the content found on the Site, in whole or in part. Shield Content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content. In particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will not make any other use of the content without the express written permission of Shield and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Shield or our licensors except as expressly authorized by these Terms.

### **1. Services Provided**

Shield provides shipping package protection for customer goods/items. Our protection covers losses, thefts, or damages occurring during transit, with a maximum coverage of up to \$5,000 per item.

### **2. Eligibility**

You must be at least 18 years of age to use our Services. By using our Services, you represent and warrant that you are of legal age and have the authority to enter into these Terms.

### **3. Coverage Limitations**

**Transit Protection:** Shield protects items against loss, theft, or damage that occurs during the transit process only.

**Exclusions:** Shield is not liable for any incidents occurring outside the transit process, including but not limited to:

- Damage occurring after delivery to the recipient.
- Losses resulting from improper packaging by the sender.
- Damage due to environmental factors or negligence not associated with transit.

### **4. Claims Process**

To initiate a claim, you must provide accurate and complete information. By submitting a claim, you agree that:

- All information provided is true to the best of your knowledge.
- Shield reserves the right to investigate any claim and request further documentation as needed.
- Shield reserves the right to assess the value of a card or collectable through our own valuation process if we believe an item was misvalued. Items' value will be based on the average of the last three known sales using (130point.com) (if applicable).  
**Privacy of Information:** Shield will not distribute any information submitted during the claims process to third parties without your consent, except as required by law.
- Successful claims for damages, loss, or theft will be awarded in store credit towards the shop or business that the protection was purchased through.
- Claims must be submitted within 14 business days of package arrival, or predicted arrival date in cases of loss or theft.
- Claims will be processed and handled within 30 days of submission.

## 5. Limitation of Liability

**General Liability:** To the fullest extent permitted by law, Shield's liability for any claims arising from or related to the use of our Services shall not exceed the amount of coverage purchased for the specific item.

**Indirect Damages:** Shield shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or revenue, arising from the use of our Services.

## 6. Indemnification

You agree to indemnify, defend, and hold harmless Shield and its affiliates, officers, agents, and employees from any claims, losses, damages, liabilities, and expenses (including attorneys' fees) arising out of or related to your use of our Services, your violation of these Terms, or your violation of any rights of another party.

## 7. Modifications to Terms

Shield reserves the right to modify these Terms at any time. We will notify you of any significant changes by posting the new Terms on our website. Your continued use of the Services after any changes constitutes your acceptance of the new Terms. Furthermore, we shall not be held liable to you or to any third party for any such alteration, modification, suspension, and/or discontinuance of our Services, or any part thereof.

## 8. Termination

As a member of Shield Services LLC, you may cancel or terminate your account, associated email address, and/or access to our Services by submitting a cancellation or termination request.

As a member, you agree that Shield Services may, without any prior written notice, immediately suspend, terminate, discontinue, and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension, and/or limitation of access shall include, but is not limited to: a) any breach or violation of our Terms or any other incorporated agreement, regulation, and/or guideline;

- b) requests from law enforcement or any other governmental agencies;
- c) discontinuance, alteration, and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;
- e) extended periods of inactivity;
- f) engagement in any fraudulent or illegal activities; and/or
- g) nonpayment of any associated fees that may be owed by you in connection with your Shield Services LLC account Services.

You agree that any and all terminations, suspensions, discontinuances, and limitations of access for cause shall be made at our sole discretion, and we shall not be liable to you or any other third party regarding the termination of your account, associated email address, and/or access to any of our Services.

The termination of your account with Shield Services LLC shall include any and/or all of the following: a) removal of any access to all or part of the Services offered within Shield Services LLC;

- b) deletion of your password and any and all related information, files, and any content associated with or within your account, or any part thereof; and
- c) barring of any further use of all or part of our Services.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of [Texas], without regard to its conflict of law principles.

## **10. Severability**

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable to the fullest extent permitted by law.

## **11. Contact Information**

If you have any questions about these Terms, please contact us at:  
Shield Services LLC

[ 100 N. Parker Street, Bryan, TX 77802]