

## Terms and Conditions

Welcome to Ondemandstorage.com, the website and online service of Ondemandstorage.com, LLC ("**Ondemandstorage.com**," "**we**," or "**us**"). This page explains the terms by which you may use our online and/or [mobile services] web sites, and software provided on or in connection with Ondemandstorage.com and any services provided by us (collectively the "**Site**"), as well as our offline storage services. By accessing or using the Site and/or using the Storage Services (as defined below), you acknowledge that you have read, understood, and agree to be bound by this Terms of Use Agreement ("**Agreement**") and to the collection, use, and disclosure of your information as set forth in the Ondemandstorage.com [Privacy Policy](#), whether or not you are a registered user of our Site. This Agreement applies to all visitors, users, and others who access the Site or use the Storage Services ("**Users**", "**you**", or "**your**").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

### 1. **Definitions**

In this Agreement:

"**Stored Item(s)**" means the items packed by you, Ondemandstorage.com, or on behalf of Ondemandstorage.com for storage by Ondemandstorage.com.

"**Storage Service(s)**" means the storage services provided by or on behalf of Ondemandstorage.com as described in Section 3 below.

A. "**User Content**" is the information you input into Ondemandstorage.com such as email, phone number, full name, address, payment information, and any other personal information used by the site.

### 2. **Use of Our Site**

#### A. **Eligibility**

You may use the Site only if you can form a binding contract with Ondemandstorage.com, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. You must be at least 18 years old to register to use the Site and Storage Services. Any use or access to the Site or Storage Services by anyone under 18 is strictly prohibited and in violation of this Agreement. The Site and Storage Services not available to any Users previously removed from the Site by Ondemandstorage.com.

#### B. **Ondemandstorage.com Site**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site for your personal, noncommercial use only and as permitted by the features of the Site. Ondemandstorage.com reserves all rights not expressly granted herein in the Site and the Ondemandstorage.com Content (as defined below). Ondemandstorage.com may terminate this license at any time for any reason or no reason.

### **C. Ondemandstorage.com Accounts**

Your Ondemandstorage.com account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. If you open a Ondemandstorage.com account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. By connecting to Ondemandstorage.com with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Ondemandstorage.com immediately of any breach of security or unauthorized use of your account. Ondemandstorage.com will not be liable for any losses caused by any unauthorized use of your account.

By providing Ondemandstorage.com your email address, you consent to our using the email address to send you Site- and Storage Service - related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Site and Storage Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by contacting us. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

### **D. Site Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site in a manner that sends more request messages to the Ondemandstorage.com servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Site; (vii) collecting or harvesting any personally identifiable information, including account names, from the Site; (viii) using the Site for any commercial solicitation purposes; (ix)

impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Site; (xi) accessing any content on the Site through any technology or means other than those provided or authorized by the Site; or (xii) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein.

### 3. **The Storage Service**

#### A. **Ondemandstorage.com**

Subject to the terms and conditions of this Agreement, including without limitation the payment of all fees under this Agreement, Ondemandstorage.com shall, upon request: (i) arrive at the address you designate as the delivery address (the "**Delivery Address**"); (ii) pack your Stored Items into one or more boxes, prepare furniture and other large items for safe transport using moving blankets and other required packing materials; (iii) pick up the Stored Items that you or Ondemandstorage.com have packed from your Delivery Address; (iv) transport the Stored Items packed with your Stored Items to a storage facility (chosen at our discretion) for storage; and (v) return the Stored Items packed with your Stored Items to the Delivery Address. The foregoing storage services shall be referred to under this Agreement as "**Storage Services**."

Ondemandstorage.com may cancel, postpone, or otherwise reschedule any delivery, collection, or return of Stored Items for any reason or no reason, including without limitation in the event that Ondemandstorage.com believes, in its sole discretion, that it may endanger any Ondemandstorage.com employee, agent, contractor or other individual due to (including but not limited to) severe weather conditions or by reason of Ondemandstorage.com having limited access to the Delivery Address.

Ondemandstorage.com may use subcontractors and/or third parties to help perform any Ondemandstorage.com obligations or services under this Agreement or any other agreements that incorporate this Agreement, including without limitation for pick-ups, return deliveries, and other logistics with respect to Stored Items.

You acknowledge and agree that Ondemandstorage.com will not be responsible for: (i) dismantling or assembling any unit, system, or furniture (including flat pack); or (ii) disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment. While Ondemandstorage.com makes a good faith effort to place all Stored Items in suitable environments and/or means of storage, Ondemandstorage.com stores a large variety of items, some of which require specific environments or means of storage. Ondemandstorage.com does not warrant that any storage facility used by Ondemandstorage.com is a suitable place or means of storage for any particular Stored Items.

#### B. **Your Responsibilities; Waiver of Improperly Packed Items**

You will be solely responsible for: (i) obtaining and ensuring that Ondemandstorage.com or its carrier has such access to any parking as may be reasonably required to carry out the Storage Services; (ii) being present, or ensuring that someone authorized by you is present, during the delivery, collection, and return of the Stored Items; (iii) providing Ondemandstorage.com with

your contact details and ensuring that such contact details are accurate and up-to-date; (iv) ensuring that the Stored Items you pack have been securely packed into the appropriate boxes so as not to cause damage or injury or the likelihood of damage or injury to your Stored Items, Ondemandstorage.com's property, employees, agents, contractors, business partners, other goods, or other individuals, whether by spreading of dampness, infestation, leakage or the escape of fumes or substances or otherwise; (v) informing Ondemandstorage.com immediately upon delivery of any damage to the Stored Items or your property that occurred during a delivery, collection or return service; and (vi) reimbursing Ondemandstorage.com in full an amount equal to all damages, liabilities, costs, claims and expenses that Ondemandstorage.com may incur as a result of your use of the Storage Service or any breach by you of this Agreement.

You understand that Ondemandstorage.com is only responsible for those Stored Items that have been packed, sealed, and inspected by Ondemandstorage.com. Additionally, if any items are not packed into boxes or protected with moving blankets, you are solely responsible for damage to those Stored Items.

### C. The Stored Items

You represent and warrant that you own the Stored Items or that you otherwise have the right and authority to store and use the Stored Items in accordance with this Agreement.

The Stored Items must not include and you must not store any of the following in connection with the Storage Services: antiques (whether or not breakable and fragile), perishable goods, firearms, explosives, used tires, plants, birds, fish, other animals, or any other living thing, arms or ammunition, any item which emits fumes, smells or odors, bullion (e.g., gold-silver), jewelry, currency, ivory, precious metals or stones, any drugs, illegal substances or goods, or goods or substances illegally obtained, combustible or flammable materials, liquids or compressed gases, diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents, chemicals, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous or harmful nature, any other toxic, flammable or hazardous goods, or any other items, the possession, usage, or storage of which may detrimentally affect any of your other Stored Items or violate in any way the laws of the United States or any other applicable laws, rules, or regulations (collectively, "**Prohibited Stored Items**").

Ondemandstorage.com or its contractors may at any time without notifying you open any Stored Items to inspect the Stored Items if Ondemandstorage.com: (i) believes, in its sole discretion, that the Stored Items may include any Prohibited Stored Items; (ii) is required to do so by the police, fire services, local authorities or by court order; (iii) determines, in its sole discretion, it necessary for account or warehouse maintenance; or (iv) considers it necessary, in its sole discretion, in an emergency or to prevent injury or damage to persons or property.

Ondemandstorage.com may refuse to store any Stored Items, or may return to you any Stored Items, at your cost, at any time, if, in Ondemandstorage.com's sole discretion, the storage, or continued storage, of the Stored Items would represent a risk to the safety of any person, the security of the storage site, or any other goods stored at the storage site.

### D. Payment

By using the Storage Services or other paid services or products provided by Ondemandstorage.com, you agree to our pricing terms as we may update them from time to time. Ondemandstorage.com may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the billing cycle following notice of such change to you as provided in this Agreement.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Site or Storage Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with Ondemandstorage.com at the prices in effect when such charges are incurred. You will pay any applicable taxes (including without limitation any applicable sales tax), if any, relating to any such purchases, transactions or other monetary transaction interactions. Any amounts not

paid when due shall bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

You may cancel your Ondemandstorage.com account at any time; however, there are no refunds for cancellation. In addition, Ondemandstorage.com requires minimum payment commitments, and you remain obligated to pay the full amount of any such minimum payment commitment you have made to Ondemandstorage.com, regardless of whether and at what point you cancel your Ondemandstorage.com account. In the event that Ondemandstorage.com suspends or terminates your account or this Agreement for your breach of this Agreement, you understand and agree that you shall receive no refund or exchange for any unused storage time, any license or subscription fees for any portion of the Site or Storage Services, any content or data associated with your account, or for anything else.

**E. Ondemandstorage.com's Right to Withhold or Dispose of Stored Items**

Ondemandstorage.com shall have the right to withhold and ultimately dispose of some or all of the Stored Items in accordance with this clause if either: (i) you do not pay any applicable fees or any other payments due under this Agreement or (ii) you abandon your Stored Items, which will occur in the event your Ondemandstorage.com subscription terminates or expires and you fail to take possession of your Stored Items within 60 days from the termination or expiration date, despite Ondemandstorage.com's or an applicable courier's good faith attempts to return your Stored Items.

You will be responsible for all storage charges and other associated costs reasonably incurred by Ondemandstorage.com while withholding or disposing of the Stored Items. Ondemandstorage.com will provide you with 60 days' written notice requiring you to pay all amounts due and contact Ondemandstorage.com to arrange for re-delivery of the Stored Items. If upon the expiration of the 60-day notice period you have failed to pay all of the amounts due, Ondemandstorage.com may dispose of some or all of the Stored Items by sale or otherwise.

If in Ondemandstorage.com's opinion the Stored Items cannot be sold for a reasonable price or at all (for any reason), or despite Ondemandstorage.com's reasonable efforts they remain unsold, you authorize Ondemandstorage.com to treat them as abandoned and to destroy or otherwise dispose of them at your cost. You shall be responsible for all costs reasonably incurred by Ondemandstorage.com in relation to the disposal of the Stored Items. If Ondemandstorage.com receives money on disposal of the Stored Items, the net proceeds of sale will be credited to your account and Ondemandstorage.com will pay any excess amounts to you without interest, less Ondemandstorage.com's administrative charge of \$150.00.

If, after having made reasonable efforts to do so, Ondemandstorage.com is unable to return any excess amounts received by Ondemandstorage.com from the disposal of your Stored Items to you, including having given not less than 90 days' written notice to you, Ondemandstorage.com may retain any such excess amounts for its own account. If the proceeds of sale (if any) are insufficient to discharge the outstanding charges or any other payments due to Ondemandstorage.com under this Agreement and the costs of sale, you must pay any balance outstanding to Ondemandstorage.com within 7 days of a written demand from Ondemandstorage.com. Interest

will accrue on the balance in accordance with the Payment Section above until the balance is paid in full.

#### F. **Ondemandstorage.com's Limited Security Warranty**

Ondemandstorage.com agrees to provide you with a limited security warranty regarding your Stored Items as set forth in the terms and conditions of our Limited Security Warranty Policy. This Limited Security Warranty Policy is expressly incorporated by reference herein.

#### G. **Termination**

You may terminate this Agreement at any time by requesting the return of your Stored Items and by paying any outstanding fees due to Ondemandstorage.com. We may, without prior notice, change the Site or Storage Services; stop providing the Site or Storage Services or features of the Site or Storage Services, to you or to Users generally; or create usage limits for the Site or Storage Services. We may permanently or temporarily terminate or suspend your access to the Site or Storage Services without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

Upon termination of this Agreement for any reason you must contact Ondemandstorage.com promptly to arrange for delivery of your Stored Items. If within 60 days following termination of this Agreement for any reason you fail to arrange for delivery of all of your Stored Items, then Ondemandstorage.com may process the Stored Items in accordance with the provisions of the section titled "Ondemandstorage.com's Right to Withhold or Dispose of Stored Items" above.

#### 4. **Our Proprietary Rights**

Except for, the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, Site marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Ondemandstorage.com Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Ondemandstorage.com and its licensors (including other Users who post User Content to the Site). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Ondemandstorage.com Content. Use of the Ondemandstorage.com Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit feedback, comments, suggestions, error identifications, or ideas about the Site or Storage Services, including without limitation about how to improve the Site, the Storage Services, or our other services or products ("**Idea(s)**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Ondemandstorage.com under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Ondemandstorage.com does not waive any rights to use similar or

related ideas previously known to Ondemandstorage.com, or developed by its employees, or obtained from sources other than you.

#### 5. **Privacy**

We care about the privacy of our Users. You understand that by using the Site you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy and to have your personally identifiable information collected, used, transferred to and processed in the United States.

#### 6. **Security**

Ondemandstorage.com cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

#### 7. **Third-Party Links**

The Site may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Ondemandstorage.com. Ondemandstorage.com does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Site, you do so at your own risk, and you understand that this Agreement and Ondemandstorage.com's Privacy Policy do not apply to your use of such sites and services. You expressly relieve Ondemandstorage.com from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site or in connection with the Storage Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Ondemandstorage.com shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

#### 8. **Indemnity**

You agree to defend, indemnify and hold harmless Ondemandstorage.com and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your use of the Storage Services; (iii) your violation of any term of this Agreement, including without limitation your breach of any of the representations, warranties or covenants above; (iv) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (v) your violation of any applicable law, rule, or regulation; (vi) any of your User Content or Stored Items, or any that is submitted via your account; or (vii) any other party's access and use of the Site or Storage Services with your unique username, password or other appropriate security code.



9. **No Warranty**

EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED SECURITY WARRANTY POLICY, THE SITE AND STORAGE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND "WITH ALL FAULTS". USE OF THE SITE AND STORAGE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED SECURITY WARRANTY POLICY, THE SITE AND STORAGE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ONDEMANDSTORAGE.COM OR THROUGH THE SITE OR IN CONNECTION WITH THE STORAGE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ONDEMANDSTORAGE.COM, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SITE OR STORAGE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SITE OR STORAGE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE.

ONDEMANDSTORAGE.COM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ONDEMANDSTORAGE.COM SITE OR STORAGE SERVICES OR ANY WEBSITE OR SERVICE HYPERLINKED TO THE SITE, AND ONDEMANDSTORAGE.COM WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ONDEMANDSTORAGE.COM, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS

SITE OR STORAGE SERVICES. UNDER NO CIRCUMSTANCES WILL ONDEMANDSTORAGE.COM BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONDEMANDSTORAGE.COM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SITE OR STORAGE SERVICES (EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED SECURITY WARRANTY POLICY); (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SITE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. EXCEPT AS EXPRESSLY PROVIDED IN THE LIMITED SECURITY WARRANTY POLICY, IN NO EVENT SHALL ONDEMANDSTORAGE.COM, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ONDEMANDSTORAGE.COM HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LAST CAUSE OF ACTION AROSE OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ONDEMANDSTORAGE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Site is controlled and operated from facilities in the United States. Ondemandstorage.com makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely

responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

11. **Business Failure**

In the event that Ondemandstorage.com ceases operations, we will attempt to make reasonable efforts to return your Stored Items to you, but cannot guarantee if and when such returns will occur. Ondemandstorage.com will not be liable for any failure to return Stored Items in the event of a business failure.

12. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver.**

A. **Governing Law.** This Agreement shall be governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. "" 1-16). The application of the United Nations Convention on Contracts for the International Sale of Stored Items is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Boston, Massachusetts for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

B. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ONDEMANDSTORAGE.COM. For any dispute with Ondemandstorage.com, you agree to first contact us at help@Ondemandstorage.com and attempt to resolve the dispute with us informally. In the unlikely event that Ondemandstorage.com has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any Ondemandstorage.com claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, Inc. ("JAMS"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein.

If you are using the Site or obtaining the Storage Services for commercial purposes, the following applies:

The arbitration will be conducted in Boston, Massachusetts, unless you and Ondemandstorage.com agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable

attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Ondemandstorage.com from seeking injunctive or other equitable relief from the courts as necessary to protect any of Ondemandstorage.com's proprietary interests.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED THE SITE OR STORAGE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ONDEMANDSTORAGE.COM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

### 13. **General**

A. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ondemandstorage.com without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. **Force Majeure.** Notwithstanding anything to the contrary, Ondemandstorage.com will not be liable or responsible for any damage to or loss of any Stored Items, or failure to perform, or delay in performance of, any of its obligations under this Agreement, including without limitation any Storage Services, that is caused by events outside its reasonable control (including but not limited to) acts of God, flood, earthquake, windstorm or other natural disaster; war, armed conflict, terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; any law or government order, rule, regulation or direction, or any action taken by a government or public authority; fire, explosion or accidental damage; adverse weather conditions; interruption or failure of utility service, including but not limited to electric power, gas or water; any labor dispute, including but not limited to strikes, industrial action or lockouts; non-performance or delay by suppliers or subcontractors; and failure of plant machinery, machinery, vehicles, computers, the Internet or telecommunications (each, a "**Force Majeure Event**").

C. **Notification Procedures and Changes to the Agreement.** Ondemandstorage.com may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Ondemandstorage.com in our sole discretion. Ondemandstorage.com reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Ondemandstorage.com is not

responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Ondemandstorage.com may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the "last modified" date at the bottom of this page. Your continued use of the Site or Storage Services after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to use or access) the Site or Storage Services.

D. **Entire Agreement/Severability.** This Agreement, together with the Privacy Policy, Limited Warranty Policy, Pricing and Payment Terms, any amendments to any of the foregoing, and any additional agreements you may enter into with Ondemandstorage.com in connection with the Site or Storage Services, shall constitute the entire agreement between you and Ondemandstorage.com concerning the Site and Storage Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of the unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

E. **No Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Ondemandstorage.com's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

F. **Contact.** Please contact with any questions regarding this Agreement.

## **LIMITED SECURITY WARRANTY POLICY**

Capitalized terms not defined in this Limited Security Warranty Policy have the meaning given to them in Ondemandstorage.com's Terms of Use.

Subject to the terms, limitations, exclusions, and conditions of this Limited Security Warranty Policy and the Agreement, and solely to the extent covered by Ondemandstorage.com's insurance policy, Ondemandstorage.com will reimburse you for loss of or damage to your Stored Items properly packed sealed, and inspected in Storage Boxes by us that have been tampered with, lost or stolen while in Ondemandstorage.com's possession, up to a total maximum of US \$0.60 per pound in aggregate per User (the "Limited Security Warranty"). You may also purchase additional protection such that your protection is the greater of the legal minimum price per pound or the amount of protection purchased: either \$1,000, \$2,000, or of protection, in each case in aggregate per User. Please visit [www.Ondemandstorage.com](http://www.Ondemandstorage.com) or contact us for more details and/or to purchase additional protection. You are free later to cancel your protection plan. However, cancellation or failure to make payments each month means that your protection will revert to the default total maximum of US \$0.60 per pound in aggregate per User. Once you have selected your protection level, you cannot upgrade or change your protection level, except you may cancel your additional protection at any time.

If you purchase additional coverage and then at any point reach your maximum total claim amount, Ondemandstorage.com will immediately cancel any later scheduled monthly protection plan payments from you and default your Limited Security Warranty coverage down to a total maximum of US \$0.60 per pound in aggregate.

In order to be eligible for either Limited Security Warranty, you must: (i) have us pack (in boxes), seal and inspect your Stored Items ("Storage Boxes"); (ii) promptly examine your Storage Box and Stored Items when Ondemandstorage.com returns your Storage Boxes to you, and (iii) immediately notify the Ondemandstorage.com representative who return-delivered your Storage Box in writing of any loss of or damage to your Stored Items at the time of delivery within 48 hours of delivery; and (iv) read and agree to abide by the terms of the Ondemandstorage.com Damage Claim Form, available on our Website. (subsections (i) through (iv) of this paragraph, collectively, the "Warranty Requirements"). For clarity, this Ondemandstorage.com Limited Security Warranty Policy shall not apply to any Stored Items shipped directly by you or on your behalf to Ondemandstorage.com.

Upon receiving notice of lost or damaged Stored Items, Ondemandstorage.com will investigate the cause of loss or damage. If Ondemandstorage.com determines, in its sole discretion, that the loss or damage was due to unauthorized tampering with or access to the Stored Items contained within your Storage Box, Ondemandstorage.com will pay to you either (i) the cost of repair of the damaged Stored Items (up to the aggregate per-user limit expressly set forth herein and selected by you), or (ii) the current replacement fair market value of the lost or damaged Stored Items (up

to the aggregate per-user limit expressly set forth herein and selected by you), whichever is less. Ondemandstorage.com shall be entitled to require proof of the initial purchase price, repair cost, and/or replacement value, and/or fair market value of any damaged or stolen Stored Items.

You agree that Ondemandstorage.com shall have no liability for any loss of or damage to any Stored Items if you breach or have breached any provision of the Agreement, or if you fail or have failed to comply with any of the Warranty Requirements above, including failure to notify Ondemandstorage.com of any or lost or damaged Stored Items immediately upon delivery. The Limited Security Warranty is not insurance and should not be considered a replacement or stand-in for any kind of insurance. We strongly encourage you to purchase insurance for all of your Stored Items.

The Limited Security Warranty does not apply to, and Ondemandstorage.com shall not in any event be liable for, any loss or damage that falls into the following categories: (i) loss or damage to the Stored Items which does not arise as a direct consequence of any breach of this Agreement by Ondemandstorage.com or any deliberate or grossly negligent act or omission on the part of Ondemandstorage.com or its contractors; (ii) loss of or damage to any Prohibited Stored Items (as defined in the Agreement); (iii) loss of business, sales, revenue, profits or anticipated savings; (iv) loss or damage which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused; (v) loss or damage due to emotional distress; or (vi) consequential damages of any character; or (vii) loss of or damage to Stored Items in connection with any Force Majeure Event (as defined in the Agreement).

You acknowledge and agree that the Limited Security Warranty set forth herein shall be your sole and exclusive remedy and Ondemandstorage.com's total liability to you in connection with any lost, stolen, or damaged Stored Items.