

Terms of Use

These Terms of Use (“**Terms**”) govern your use of our website at <https://a1storage.com>, our mobile application (“**App**”) and any other sites, pages, or features on which these Terms are posted (collectively, our “**Site**”). These Terms are entered into by and between you and A-1 Self Storage, our affiliates, and subsidiaries (“**A-1 Self Storage**,” “**A-1**,” “**we**,” “**us**,” or “**our**”).

1. Acceptance of These Terms

Please read the Terms carefully as they affect your legal rights and obligations and govern your use of the App and Site.

YOU AGREE AND ARE BOUND TO THESE TERMS BY ACCESSING OR USING OUR APP AND SITE, REGISTERING FOR AN ACCOUNT, COMPLETING A PAYMENT, OR CLICKING “I AGREE” OR “I ACCEPT” WHERE RELEVANT. IF YOU DO NOT AGREE TO BE BOUND TO ALL OF THESE TERMS, DO NOT USE THE APP OR SITE.

1.1. Eligibility

You must be at least 18 years old to use the Site or App. If you are under 18, you must not access or use the Site or App.

1.2. Arbitration and Class Action Waiver

THESE TERMS GIVE A-1 SELF STORAGE THE RIGHT TO REQUIRE DISPUTES BE RESOLVED ONLY BY FINAL AND BINDING ARBITRATION (AND NOT BY COURT LITIGATION), IN ITS SOLE DISCRETION. THIS MEANS THAT YOU WAIVE ANY RIGHT TO A JURY TRIAL, AND WAIVE ANY RIGHT TO BRING CLASS ACTIONS AGAINST A-1 SELF STORAGE (See Section 13 on Dispute Resolution for complete details).

1.3. Additional Terms

In some cases, additional and different terms may apply (“**Additional Terms**”). For example, if you rent a storage unit, your rental agreement governs those services. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless expressly stated otherwise.

2. Account Registration

Certain areas of the App or Site require you to register for an account and provide information to use those features. Any Personal Information you provide us is governed by our Privacy Policy. If you choose not to provide such information, you may not be able to participate in those areas of the App or Site.

You agree to provide only true, accurate, current, and complete information at all times. If we reasonably believe you provided any untrue, inaccurate, misleading, outdated, or incomplete information, we have the right to suspend or terminate your account and deny you access to any or all features of the App or Site.

By registering for an account or creating a profile, you agree to accept responsibility for all activities that occur under that account, including for keeping your password secret and secure. You agree to immediately notify us of any unauthorized use of your account or any other breach of security as soon as you learn about it.

3. Paying Your Bill

You can choose to pay your bill through our App or Site. To do so, you need a valid, legal payment method with full authority to use it. You represent and warrant that you will not use any form of payment unless you have all necessary legal authorization to do so.

You must supply information needed to process your transaction, like your name, credit or payment card number and expiration date, and billing address. Any Personal Information you provide us is governed by our Privacy Policy.

You agree to pay the applicable taxes and fees (including any sales taxes, surcharges, and delivery fees) as of the time you submitted the order. If payment is not received or your payment method is declined, you agree to pay all additional fees and costs incurred as a result.

4. Sweepstakes or Promotions

From time to time we may have sweepstakes or other promotional offers, which may be governed by a separate set of rules and eligibility requirements, such as certain age or geographic restrictions. Such rules and requirements govern your participation, registration, or entry in any sweepstakes or promotion.

5. Information You Submit

You also acknowledge that the Internet may be subject to breaches of security and that User Content, Personal Information, or other information you submit to the App or Site may not be secure, and you have considered and assumed such risks before submitting any information to A-1.

5.1. Privacy Policy

When you access or use the App or Site, we may collect information that identifies, describes, or is reasonably capable of being associated with you ("**Personal Information**"). Our collection, use, and disclosure of your Personal Information is governed by our Privacy Policy. By using the Site or App or otherwise providing your consent you agree to the terms of our Privacy Policy.

5.2. User Content

The Site and App may allow you and others to post messages, pictures, reviews, or other content in forums, blogs, message boards, social networks, and other platforms ("**User Content**"). Except as otherwise expressly stated in writing, you agree that your User Content will be treated as non-confidential, non-proprietary information that is not your Personal Information to the fullest extent permitted by law. You grant A-1 an unrestricted, unconditional, non-exclusive, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, re-sell, sub-license, display, perform, transmit, publish, broadcast,

modify, reformat, translate, archive, store, cache, or otherwise exploit in any manner or formats whatsoever, all or any portion of your User Content or other information you submit to A-1 for any purpose on or through any media. You agree that you own or have obtained all rights, titles, authorizations, or permissions to the User Content you submit that are necessary to grant all of the rights and licenses to A-1 described in these Terms. Except as prohibited by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

6. Your Rights and Responsibilities

If you do not uphold your responsibilities or breach any of these Terms, we may block or prevent you from using the App and Site and you are responsible for any damages caused and you may be required to indemnify us as set out in Section 11 on Indemnification below.

6.1. Keep Your Data and Account Secure

You and only you are responsible for your activity on the App and Site. Keep your computer, account information, and passwords secure. Do not share your password with anyone. We will never send you any communication asking you for your username or password information. So, if you receive an email or communication like that, it is not us and you should block the sender. Do not respond.

6.2. Do Not Do Anything Illegal

You may only use the App and Site for lawful purposes and as described in these Terms. You must not use the App or Site:

- In any way that violates any federal, state, local, or international laws or regulations (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- To impersonate or attempt to impersonate A-1 Self Storage, our employees, or agents, another user, or any other person or company; or,
- To exploit, harm, or attempt to exploit or harm anyone else in any way.

6.3. Do Not Misuse the App

Do not use the Site or App in any way to gain any unauthorized use of or access to data, the Site or App, or our systems and networks. You must not:

- Use the Site or App in a way that could disable, disrupt, overburden, damage, or impair any parts or functionality of the Site or App, our servers, or other computing resources, including any other user's use of the Site or App or their ability to engage in real-time activities through the Site or App;
- Use manual or automatic devices, software, or processes like malware, bots, trojans, worms, logic bombs, or other means to leverage the Site or App for any improper purpose, including monitoring users, copying any data, running analytics, or conducting research;
- Attack the Site or App via a denial-of-service attack or a distributed denial-of-service attack;
- Engage in any conduct that restricts or inhibits any user's use or enjoyment of the Site or App; or,

- Otherwise attempt to interfere with the proper workings of the Site, App, or our systems and networks.

6.4. Do Not Misuse Our Intellectual Property

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of our Intellectual Property.

6.5. Be Respectful

To the extent you may interact with A-1 employees or other users through the App or Site, please be respectful and do not engage in any discriminatory, harassing, or threatening behavior.

7. Intellectual Property

You acknowledge and agree that the App, Site, and their entire contents, features, and functionalities (including but not limited to all information, technology, software, text, displays, images, video, audio, name, logo, service names, designs, slogans, and trademarks, and the design, selection, and arrangement thereof) are owned or licensed by A-1, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws (our **“Intellectual Property”**).

You are only permitted to access the App and Site as expressly authorized in these Terms. These Terms do not transfer any right, title, or interest in our Intellectual Property to you. You agree that you will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of our Intellectual Property.

8. Third-Party Links and Content

The App and Site may include links to or content provided by third parties. A-1 does not maintain or own this content and we do not imply approval, sponsorship, or endorsement of these other sites and we have not reviewed these other sites. If you decide to leave our App or Site to access third-party sites, you do so at your own risk. You agree that A-1 does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the App or Site.

9. Disclaimer of Warranties

YOUR USE OF THE APP AND SITE IS AT YOUR OWN RISK. THE APP AND SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER A-1 NOR ANY PERSON ASSOCIATED WITH A-1 MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP OR SITE. WITHOUT LIMITING THE FOREGOING, NEITHER A-1 NOR ANYONE ASSOCIATED WITH A-1 REPRESENTS OR WARRANTS THAT THE APP AND SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE

OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APP AND SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

A-1 HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limited Liability

IN NO EVENT WILL A-1, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP OR SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE APP OR SITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APP OR SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO A-1 FOR ANY SERVICES IN THE PRECEDING TWELVE (12) MONTHS OR ONE HUNDRED UNITED STATES DOLLARS (\$100.00), WHICHEVER IS GREATER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Indemnification

11.1. Obligations

You agree to indemnify, defend, and hold harmless A-1, our affiliates, and our respective officers, directors, members, managers, agents, employees, personnel, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, lawsuits, losses, injuries, damages, liabilities, judgments, costs and expenses including reasonable attorneys’ fees, experts’ fees and court costs (each a “**Claim**”) arising out of or in connection with (i) a breach of these Terms or any other applicable terms by you, including any allegation that, if true, would constitute a breach; and/or, (ii) the negligent acts or omissions, errors, or intentional wrongdoing by you, your employees, subcontractors, agents, or other legal representatives.

11.2. Procedures

We will notify you of any Claim promptly after we learn about it; provided, however, that your obligations under this Section shall continue even if we do not provide you with prompt notice of any such Claim, so long as you are not materially prejudiced as a result. At our sole discretion, we shall control the proceedings relating to a Claim or allow you to do so, at your sole cost and expense. Under no circumstance may you settle any Claim without the consent of the applicable Indemnified Parties, which shall not be unreasonably withheld. To the fullest extent permitted by law, such settlement shall not admit liability on the part of any Indemnified Party or impose any liability or obligation upon such Indemnified Party. If you fail to timely undertake the defense of a Claim, each of the applicable Indemnified Parties shall have the right, but not the obligation, themselves to undertake, or to have another for them to undertake, the defense (including settlement) of such Claim, which shall be on behalf of, for the account of, at the sole cost and expense of, and at the sole risk of, you.

12. Governing Law and Jurisdiction

All matters relating to the App or Site, these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the App or Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of San Diego, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13. Dispute Resolution

IMPORTANT: BY ACCEPTING THESE TERMS YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If you have any issue or dispute with A-1, you agree to first contact us and attempt to resolve the dispute with us informally. **If we are not able to resolve the dispute informally, you agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of, in connection with, or relating to these Terms by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA.**

Each party will be responsible for paying their respective AAA filing, administrative, and arbitrator fees in accordance with AAA 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.

ANY CLAIMS YOU BRING AGAINST A-1 MUST BE IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING.

14. Waiver and Severability

Our failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

15. Entire Agreement

These Terms and our Privacy Policy, subject to any amendments, modifications, or additional agreements you enter into with A-1, shall constitute the entire agreement between you and A-1 with respect to the App or Site and any use of the App or Site.

16. Changes

We may change or update these Terms from time to time. If we change these Terms, we will post the updated Terms here, and those changes will go into effect on the “Effective Date” below. If any of these changes are material, we will take reasonable steps to notify you and, if necessary, obtain your consent. Your continued use of the App or Site will constitute acceptance of the new Terms. If you do not agree to the new Terms, you must stop using the App or Site.

17. Contact Us

If you have any questions or comments about these Terms please contact us.

Effective Date: 2021-07-28