

BestBox Storage Website Terms of Use

These website Terms of Use (these “**Terms of Use**”) shall apply to any customer visiting the www.bestboxstorage.com (the “**Website**”) of BestBox Storage, LLC (“**BestBox**”) and shall constitute such customer’s agreement to abide by the Terms of Use. The Website is provided solely to assist customers in gathering information about self-storage, determining the availability of self-storage units and related goods and services, making legitimate reservations for self-storage units and related goods and services, renting self-storage spaces, or otherwise transacting business with a self-storage space supplier (collectively, the “**Offerings**”), and for no other purposes.

The terms “we”, “us”, “our” and “BestBox Storage” refer to BestBox (who operates the Website) and/or its subsidiaries and affiliates. The term “you” refers to the customer visiting the Website, (or the related mobile site for the Website (the “**Mobile Site**”)) and/or ordering or otherwise using the Offerings.

This Website (including its related platforms) and the Offerings are offered to you conditioned upon your acceptance without modification of all the Terms of Use. By accessing or using this Website and/or ordering or otherwise using the Offerings, you agree to be bound by these Terms of Use, and our Privacy Notice [<https://www.bestboxstorage.com/privacy-policy>] which is incorporated into these Terms of Use by reference. By accessing or using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice. **If you do not accept all of these Terms of Use, please do not use this Website (or its related platforms) or the Offerings.**

CHANGES TO TERMS OF USE

We reserve the right at any time, at our sole discretion, to change or otherwise modify these Terms of Use without prior notice, and your continued access or use of this Website (or its related platforms) or Offerings signifies your acceptance of the updated or modified terms of the Terms of Use. You should be sure to return to this page to review the most current version of the Terms of Use.

USE OF THE WEBSITE

THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE AND THE MOBILE SITE.

As a condition of your use of the Website, you represent and warrant that:

1. You are at least 18 years of age;
2. You possess the legal authority to create a binding legal obligation;
3. You will use the Website only in accordance with these Terms of Use;
4. You will only use this Website to order certain Offerings for you or for another person for whom you are legally authorized to act;
5. All information supplied by you on this Website is true, accurate, current and complete; and
6. If you make a reservation or otherwise transact online with us (including for the Offerings), you will safeguard your login information and will supervise and be completely responsible for login by anyone other than you.

We retain the right at our sole discretion to deny anyone access to the Website and the self-storage units we offer as part of the Offerings, at any time and/or for any reason, including, but not limited to, for violation of these Terms of Use.

USE OF THE MOBILE SITE

The Mobile Site is provided in the same way, for the same purposes, and under the same terms and conditions as the Website pursuant to these Terms of Use. By accessing or using the Mobile Site in any manner, you agree to be bound by these Terms of Use. If you do not accept all of these Terms of Use, please do not use the Mobile Site.

REGISTRATION FOR ACCOUNT

You may view content on the Website or the Mobile Site without registering for an account, but as a condition of using certain aspects of the Website or the Mobile Site, you may be required to register an account with us and select a user name ("**User ID**") and password. You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your account. You shall not use as a User ID, domain name, or project name any name or term that (i) is the name of another person, with the intent to impersonate that person; (ii) is subject to any rights of another person, without appropriate authorization; or (iii) is offensive, vulgar, or obscene. We reserve the right in our sole discretion to refuse registration of or cancel a User ID, domain name, and project name. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Website or the Mobile Site. You shall never use another user's account without the other user's express permission. You will immediately notify us in writing of any unauthorized use of your account, or other known account-related security breach.

USE OF DIGITAL CALL RECORDS

We use technology that records incoming telephone calls. If you initiate a call to one of our tracked phone numbers, we will, at our discretion and to the extent permitted by law, create a digital audio recording of the telephone call. We represent and warrant that we have established procedures designed to protect the privacy of all callers in connection with call recording services, and otherwise materially comply with all applicable laws, regulations and governmental or self-regulatory guidelines. A voice alert is played at the beginning of each call to notify callers that the call will be recorded. Our use of the call recording is for quality assurance, customer service, and data tracking purposes only. If you choose to allow yourself to be recorded by continuing with the phone call after the recording notification, you expressly agree and acknowledge that:

1. Our employees, contractors, officers, agents, authorized representatives or other trusted third-parties may listen to a call that has been recorded on our behalf;
2. Recording, transcribing, monitoring, analyzing and archiving calls may include, without limitation, the reporting and archiving of personal and non-personal data related to such calls;
3. You shall determine in advance, in your sole discretion without reliance on us, whether the use of the call recording is appropriate and legal for you (otherwise you may elect not to use or to cease use of the call recording); and
4. We shall have no liability whatsoever in respect of the call recordings and their contents, including any personal information provided by you or commentary made by you.

PROHIBITED ACTIVITIES

The content and information on the Website and the Mobile Site (including, but not limited to, price and availability of the Offerings), as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. While you may make limited copies of your self-storage reservation(s) and related documents for self-storage unit(s) booked and rented through the Website as part of your ordering or use of the Offerings, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, assign, or sell or re-sell any information, software, products, or units obtained from or through the Website or the Mobile Site.

Additionally, you agree not to:

1. Use the Website, the Mobile Site, or their contents for any commercial purpose;
2. Make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. Access, monitor or copy any content or information of the Website or the Mobile Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;

4. Violate the restrictions in any robot exclusion headers on the Website or the Mobile Site or bypass or circumvent other measures employed to prevent or limit access to the Website or the Mobile Site;
5. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. Deep-link to any portion of the Website or the Mobile Site (including, without limitation, the rental path for any self-storage related information) for any purpose without our express written permission; or
7. “Frame”, “mirror” or otherwise incorporate any part of the Website or the Mobile Site into any other website without our prior written authorization.

SUPPLIER RULES AND RESTRICTIONS

By ordering or otherwise using the Offerings, you agree to abide by (and hereby represent and warrant that you will abide by) the terms and conditions imposed by any third-party rental service (the “**Rental Conditions**”), including, but not limited to, payment of all amounts when due and compliance with the rules and restrictions regarding availability and use of rates, products, rentals, or units set forth in the Rental Conditions. You acknowledge that certain services and/or activities related to the Offerings may require you to sign a liability waiver prior to participating in such services and/or activities. You understand that any violation of any Rental Conditions may result in the cancellation of your Offerings (including any related reservation(s)), in your being denied access to the applicable self-storage unit(s), in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation of the Rental Conditions.

Upon entering into any Rental Conditions with any third-party rental service, you agree that such Rental Conditions will govern your sole and exclusive remedies with regard to the products, rentals, units or other services subject to the Rental Conditions (the “**Rental Services**”). You hereby further acknowledge and agree that (i) we shall not be liable for any act or omission of any third-party related to the Rental Services and (ii) we make no representations or warranties related to the Rental Services.

WEBSITE COPYRIGHTS

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information:

1. A clear identification of the copyrighted work you claim was infringed;
2. A clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on the Website or the Mobile Site, such as a link to the infringing material;
3. Your contact information so that we can reply to your complaint, preferably including an email address and telephone number;
4. A statement that you have a “good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law;” and
5. A statement that “the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

INTELLECTUAL PROPERTY

Our trademarks, service marks, graphics and logos used in connection with the Website, the Mobile Site or the Offerings are the intellectual property of BestBox Storage or BestBox Storage’s licensors. Other trademarks, service marks, graphics and logos used in connection with the Website, the Mobile Site or the Offerings may be the intellectual property of other third-parties. Your use of the Website, the Mobile Site or the Offerings does not grant you any rights or licenses to reproduce or otherwise use any BestBox Storage intellectual property or third-party intellectual property.

THIRD-PARTY INTERACTIONS AND LINKS TO THIRD-PARTY WEBSITES

In your use of the Website or the Mobile Site, you may enter into correspondence with, purchase goods and/or services from, provide funds to, or participate in promotions of advertisers or members or partners of the Website or the Mobile Site. Unless otherwise stated, any such correspondence, advertisement, purchase, or promotion, including the delivery of and the payment for goods and/or services (including the Offerings), and any other term, condition, warranty, or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third-party. You agree that we have no liability, obligation, or responsibility for any such correspondence, purchase, or promotion between you and any such third-party (including for the Offerings).

BestBox Storage and its agents or representatives do not endorse or in any respect warrant any third-party products or services (including the Offerings) by virtue any advertisement, information, material or content referred to, or included on, or linked from or to the Website or the Mobile Site.

This the Website or the Mobile Site may be linked to other websites on the internet that are not under the control of or maintained by us. Such links do not constitute an endorsement by us of any such websites. You acknowledge that we are providing these links to you only as a convenience, and you agree that we are not responsible for the content or links displayed on such websites to which you may be linked from the Website or the Mobile Site. Your interactions with third-parties found on or through the Website or the Mobile Site, including the payment and delivery of goods or services, if any, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such third-parties.

You agree that we shall not be responsible or liable for any loss or damage incurred as a result of your dealings with any third-parties (including those providing the Offerings). If there is a dispute between participants on the Website or the Mobile Site, or between users and any third-party, you understand and agree that we are under no obligation to become involved.

GENERAL INDEMNIFICATION / LIABILITY

By using the Website or the Mobile Site and/or ordering or using the Offerings, you agree to release, discharge, indemnify and hold harmless BestBox Storage, its contractors, its licensors, and their respective affiliates, directors, officers, employees and agents from and against any and all claims and expenses, including legal fees, arising out of your use of the Website, the Mobile Site or the Offerings, including but not limited to out of your violation of any representation or warranty contained in these Terms of Use.

We shall not be liable to you or to any third-party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not we have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

We make no warranties to you except as expressly set forth in these Terms of Use. All other warranties, express and implied, are expressly disclaimed.

EXCEPTION FOR EU CITIZENS

IF YOU ARE RESIDENT IN THE EUROPEAN UNION, BESTBOX DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

NEITHER BESTBOX, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND

MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

LOCAL LAWS; EXPORT CONTROL

BestBox controls and operates this Website from its office locations in the United States of America and makes no representation that the materials are appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all marketing or promotional materials found on this Website are solely directed to individuals, companies, or other entities located in the United States of America. If you use this Website from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations.

DISCLAIMERS

Your use of the Website or the Mobile Site is at your own risk. The Website or the Mobile Site may include inaccuracies or errors that may affect the quality or quantity of the Offerings. The Offerings may not have been independently verified or authenticated in whole or in part by us. We do not warrant the accuracy or timeliness of the Offerings and ultimately available. We have no liability for any errors or omissions in the Offerings, whether provided by us or third-parties.

THE WEBSITE AND THE MOBILE SITE ARE PROVIDED TO YOU ON AN “AS IS” AND “WHERE-IS” BASIS, WITHOUT ANY WARRANTY. BESTBOX STORAGE, FOR ITSELF AND ANY THIRD-PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THE WEBSITE OR THE MOBILE SITE, MAKE NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE WEBSITE OR THE MOBILE SITE INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY MATERIAL, INFORMATION, PRODUCT, OR SERVICE CONTAINED ON THE WEBSITE OR THE MOBILE SITE. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED. BESTBOX STORAGE WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE WEBSITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THE WEBSITE OR THE MOBILE SITE OR YOUR INABILITY TO USE THE WEBSITE, EVEN IF BESTBOX STORAGE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INACCURACIES OR ERRORS

The descriptions, pictures and other representations of any Offerings on the Website or the Mobile Site may contain inaccuracies and errors. We do not make any warranty or representation with respect to the accuracy or completeness of any such information. Furthermore, the prices and availability of the Offerings may change without notice to you at any time in our or a third-party's sole discretion. We or a third-party shall have the right to refuse or cancel any orders placed for the Offerings listed at an incorrect price if the cost is determined to be incorrect or inaccurate.

INDEMNIFICATION FOR UNAUTHORIZED USE

Any unauthorized use of the Website or the Mobile Site may violate copyright laws, trademark laws, the laws of privacy and publicity and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password for the Website or the Mobile Site. As such, you shall indemnify and hold BestBox Storage, its contractors, its licensors, and their respective affiliates, directors, officers, employees and agents harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the Website or the Mobile Site or the use of the Website or the Mobile Site by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third-party.

PRIVACY

Our Privacy Notice is available at <https://www.bestboxstorage.com/privacy-policy>

MISCELLANEOUS

You shall not assign any rights or delegate any duties or obligations hereunder or transfer or otherwise dispose of these Terms of Use or any part of the Terms of Use or its rights, title and interest herein. Any assignment or delegation made without our express written approval shall be null and void. Any assignment of these Terms of Use so consented to shall not, however, relieve you of your obligations, representations and warranties under these Terms of Use. We shall not be liable or responsible you, or be deemed to have defaulted under or breached these Terms of Use, for any failure or delay in fulfilling or performing any term of these Terms of Use, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation, fires, floods, strikes, civil, governmental or military authorities, acts of God, acts of terrorism, acts of war, epidemics, pandemics, health or safety restrictions. The Terms of Use are for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms of Use. If any provision of the Terms of Use (or part of any provision) is found by any court or another authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected. The Terms of Use and all matters arising out of or relating to these Terms of Use are governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

NOTICE

Notices with respect to the Website and the Offerings should be sent to: BestBox Storage, 222 South Central Avenue, Suite 305, Clayton, MO 63105. We will review and address all notices that comply with these Terms of Use.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that you may be liable for damages if you make a false claim of copyright infringement.

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