

MyPorter Terms of Service and Storage Agreement

TERMS OF SERVICE

Bear with us, as this is the document that covers the legal rights for both you and us, MyPorter. We will try to keep it as concise and legal-jargon-free as possible, while keeping all parties involved protected - especially you. You will undoubtedly find portions of this document boring, but it is important that you read every section thoroughly. We are both bound by the Terms of Service (TERMS) outlined. Below, we govern all use of www.MyPorter.com and all of our associated services.

MyPorter's services are available to you, only if you accept to all of our policies – our Privacy Promises, our Storage Rules, and these Terms – the “Agreement” we are both bound by. It is understood that the Privacy Promises and Storage Rules are “incorporated by reference”, and, as such, you should consider these part of the Terms.

For ease of readability, we will be referring to “Your Stuff” throughout this document. This is in reference to any goods (bins, furniture, bicycles, etc.) that we have in our possession, or you wish to store with MyPorter. Also, “Stuff” is referring to the same items, aforementioned. On the same note, we will refer to any employee or contractor of MyPorter as a “Porter”. Off we go!

GENERAL RENTAL TERMS

The “term” is the period under which this Agreement is in effect. The term begins at the time you sign the inventory manifest or accept (online) this agreement and will continue on a month-to-month basis until terminated, in compliance with the 3-month minimum term requirement. During this term, you must pay rent to MyPorter on a monthly basis. First month's rent must be paid upon scheduling a Porter's pick-up of Your Stuff. As soon as you checkout, you will be charged the first month's rent. Subsequently, it is your responsibility to pay rent on the anniversary of every subsequent month you are storing your stuff, without any prompt or reminder from us. This negates us from any responsibility to send you an invoice.

For ease of use, we have recurring billing cycle options with the use of American Express, Visa, Discover or Master Cards. Remember – our job is to keep your stuff safe, secure and ready to be delivered – yours is to pay us! This monthly rent amounts to the sum of the full amounts set out on the Pricing Parameters as applied to Your Stuff (which you will view upon checkout), plus any applicable sales and other taxes imposed by any taxing authority.

Your monthly billing cycle is based on the date you checkout online, not the date your pick-up is scheduled for. So for example, if you schedule a pick-up of Your Stuff on the 10th of the month, but you checkout on the 8th of the month, your second month's billing cycle begins on the 8th of the next month. Subsequent billing cycles start on the anniversary of each month thereafter.

If you need to add any additional items during any billing cycle, we will adjust your monthly rent for the extra space needed on a pro rata basis for the day(s) your items were scheduled for pick-up. For example, if you add items halfway through the monthly billing cycle, you would have to pay one half the current monthly rent for that extra space in the next billing cycle. Basically, the fractional rent charge that applies when you add extra space part way through the billing cycle is the number of days after your scheduled online divided by the total number of days in the billing cycle. In the event you decide to have your items delivered partway through the 3-month minimum term (for which we have not billed you for), we will charge you the difference so you will have paid for that minimum three months of rent for the item or space.

Your first three months of rent are non-refundable. You are not entitled to a refund for these first months and will be charged for the first month upon checkout and monthly, subsequent to the anniversary of checkout. This is the minimum amount to be paid by any storage term. Also, you will not be entitled to a refund of a pro rata portion of the rent paid for a particular item or space for the month in which your items are returned to you or the termination of this Agreement occurs if that month is the third month of activity for that item or space.

Conversely, when you have your items delivered partway through a Billing Cycle, you will no longer be charged monthly rent for that item or space from the next

Billing Cycle onward. That's the advantage of MyPorter's month-to-month service commitment with you. However, for full transparency, it also means that you will not get a credit or partial refund of prepaid monthly rent when removing any items part way through that Billing Cycle. Therefore, consider this when booking a delivery of any of your items from MyPorter, and for maximum value aim to have your items delivered towards the back end of your Billing Cycle.

The monthly rent, amounts and types of other fees and/or charges, as well as any other term of this Agreement, may be adjusted by MyPorter effective the month following notice by MyPorter to you specifying the adjustment. Such notice will be given to you at least thirty (30) days prior to the first day on which the adjustment will be effective. (This basically means we can make changes if we give you a 30-day heads up.) Any such adjustment will not otherwise affect other terms of this Agreement and all other terms of this Agreement shall remain in full force and effect.

You are required to make all rental payments and other payments in a timely manner. Rent is due on or before the first day of your Billing Cycle, according to this Agreement. If you end up late on your payments (boo), we may accept a partial payment of the rent or other outstanding fee. However, our acceptance of a partial payment does not make up for you being late (legally it does not "cure your default or waive or stop us from pursuing our remedies discussed in this Agreement and at law.") A partial payment will not release your items from any failure to pay ("default") under this Agreement. Remember: You will not be able to access your items when you are in default.

Finally, it is your responsibility to be home to receive Your Stuff when you request MyPorter to return some or all of Your Stuff to you, or to contact your property manager to give us a key in order to access your home and leave Your Bins and/or Stuff securely inside. If we are unable to do so, fees for late delivery appointment cancellations and no shows are defined under the schedule of fees, below.

PAYING TO STORE YOUR STUFF AND CREDIT CARD INFORMATION

Your credit card information will be stored on file using Stripe payment processing (the industry standard relied upon by Facebook, Lyft and other companies across the world). MyPorter does not warrant or guarantee that any financial information (credit card, checking account) will not be stolen or otherwise compromised. You waive and release any and all claims or actions against MyPorter for damages arising from the use of said information by others. We rely on the security and encryption of Stripe to handle all billing information. We will use this card for any future charges. If you, for any reason, want us to stop billing this card, you must inform us by providing details of another card in the settings of your profile. We currently only accept the following forms of payment for one-time and recurring charges: American Express, Discover, MasterCard, and Visa. However, we reserve the right to require past due payments be made in the form of cash, bank check or certified check.

In the event we are unable to bill your card, we'll send you a notice and try again in three (3) days. If payment is not received on the second attempt, late fees will be charged as soon as the event of late payment or delinquency occurs, or as otherwise explained in the pricing table at the beginning of these Terms. In the event there is an erroneous charge back on a payment you make with your credit or debit card, we will charge you a fee of \$25. A charge back affects our relationship with our bank. Likewise, we charge the same fees if there are insufficient funds in your debit account.

Please be sure to let us know if you lose your card or acquire a new one so as to avoid these penalties!

SCHEDULE OF FEES

You will be charged the following fees:

- Item-based Pricing
 - Monthly Rent per Bin (or your boxes): \$7.50
 - Monthly Rent per Oversized Items [1]: \$10.00
 - Monthly Rent for Furniture and large items [2]: \$25.00
- Space-based Pricing
 - Monthly Rent for 5x5: \$60.00
 - Monthly Rent for 5x10: \$85.00
 - Monthly Rent for 5x15: \$115.00
 - Monthly Rent for 10x10: \$149.00
 - Monthly Rent for 10x15: \$174.00
 - Monthly Rent for 10x20: \$269.00
- New Account Setup Fee: FREE

Delivery Charges: [3]

- Item-based Delivery Charges
 - Empty Bin drop off and packed bin pickup fee: FREE
 - Follow up (second) pickup charge (if you need more than one pick up from the same location): \$20.00
 - Delivery charge fee (per trip) [5]: \$20.00
 - Same Day Delivery [6] \$30.00
 - Bin Disposal fee[7]: \$5.00
 - Larger Item or Furniture Disposal fee: \$15.00
 - Disassembly or Re-assembly fee: \$25.00 per item
- Space-based Delivery Charges
 - Pickup fee: FREE
 - Follow up (second) pickup charge (if you need more than one pick up from the same location for the same unit): \$20.00
 - Entire Unit Delivery fee: 50% of monthly
 - Partial Unit Delivery fee (per trip): \$20.00
 - Same-day Delivery fee (in addition to standard delivery fees above): \$20.00
 - Bin Disposal fee[7]: \$5.00
 - Larger Item or Furniture Disposal fee: \$15.00
 - Disassembly or Re-assembly fee: \$25.00 per item
 - Long Carry fee (greater than 60 yards from door to vehicle): \$25.00
 - Extra flights of stairs without elevator access (first 2 floors included): \$20.00 per extra flight

Shipping & Handling Charges for MyPorter service via UPS or other shipping provider, in the event of a move outside of service area: [8]

- Cost of shipping (including any packing materials required) plus 20% service fee

Delinquency & Lien charges and penalties:

- One-time delinquent account admin fee (on 5th day past due): \$10.00
- Monthly delinquent account admin fee (levied from 30th day past due onward): \$10.00
- No show at delivery or pickup appointment [10]: \$50.00
- Dishonored Check Charge: \$10.00
- Less than 24 hours appointment cancellation [11]: \$20.00
- Charge Back Charge (when we're not at fault): \$25.00
- Lien Fee 1 (after 31 Days) (Whether or not Sale Occurs): \$25.00
- Lien Fee 2 (after 60 Days) (Whether or not Sale Occurs): \$50.00
- Lien Sale/Auction Administration Fee: \$100.00

Important Legal Notice: The monthly occupancy charge and other charges stated in this Agreement are the actual charges you must pay.

SCHEDULING

Drop off, pick up and return must be scheduled in advance by you using the MyPorter website, or by contacting us directly at 844-9-PORTER (you can also email us or chat us online). The limits of our service area are provided on our website under FAQs. Or, if you prefer, signup and enter your Zip Code in to see if and when we will be serving your area! We do our best to accommodate your schedule, but at times we simply cannot make last minute deliveries or pickups (largely in part due to Atlanta's famed traffic). That said the times listed in our scheduling service are those that we are available, and will do everything in our power to accommodate any needs that do not fit the available time slots. Also, times given for drop-off, pick-up and return are estimates only. We are not liable for any delay in drop-off, pick-up or return. We also reserve the right to cancel or postpone any drop-off, pick-up and return of Your Stuff in the event that we believe, in our sole discretion, that it may endanger any Porter or other individual. Cancellation may be due to a variety of reasons including, but not limited to, severe weather conditions or by reason of MyPorter having limited access to Your Stuff or your address. Also, remember that we are a storage service, not a moving service, and as such we will not (unless otherwise agreed to) be responsible for: a) dismantling or assembling any unit, system, or furniture (including flat pack); b) disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment; or packing Your Stuff into Bin(s). Our Porters are not permitted to pack Your Stuff, so please don't ask them to! That said, we are more

than willing to do the heavy lifting for you so you can sit back and relax as long as everything is ready to go!

TERMINATING YOUR ACCOUNT

You can terminate your account at any time by your account settings page or by contacting MyPorter support. (Any fees for a minimum storage term per item or space will still apply). You must arrange for and pay the costs (as set out in this Agreement) of getting Your Stuff back to you. (Our facilities are not publicly accessible, so you can't just come down and pick stuff up.) You must continue to pay us your full storage charge each month until all of Your Stuff has been returned to you. We hope you don't cancel, but if you do, cancel towards the end of your monthly Billing Cycle and make sure all your items are gone by the last day of your monthly Billing Cycle (i.e., the day before your monthly anniversary storing with MyPorter). Also, be sure to be prepared to unload Your Stuff from the Bin(s) in the 20 minute time our Porters will wait for you to do so, in order to avoid paying a subsequent empty bin pick-up fee.

MYPORTER RIGHT TO TERMINATE

MyPorter's obligation to store Your Stuff may be terminated by us by giving you, the customer, at least ten (10) days prior written notice. We reserve the right, upon termination, to require the absolute removal of Your Stuff, irrespective of date of agreement, and if not removed, we are hereby empowered to have Your Stuff removed at your sole expense.

Prohibited Property

You may not store the following with us:

- Hazardous materials (including but not limited to, any hazardous or toxic chemical, gas, liquid, substance, material, waste or any other substance whose storage is or becomes regulated under any applicable local, state or federal law or regulation)
- Food or other perishable goods
- Any item that attracts vermin or creates a nuisance (up to our determination)

- Flammable materials, such as kerosene, propane, gas, diesel, oil, etc.
- Any item that has a noxious odor (up to our determination)
- Any item that dangers the health and safety of people of the environment it is contained within, namely MyPorter facilities (up to our determination)
- Explosives, fireworks, gun powder, or other inherently unstable and dangerous materials
- Firearms, ammunition, or any weapon
- Pets, animals or any living creature
- Any item that is illegal, including, but not limited to, illegal drugs and stolen property
- Counterfeit goods
- Personal property which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to hazardous materials, waste disposal and other environmental matters

In addition, we strongly advise that you should not place into a Bin any official personal documents (such as passports, driver licenses, green cards, visas, birth or marriage certificates, etc.) or anything that contains personally identifiable information, such as date of birth, social security number, mortgage number, or a bank account number. This is not an exclusive list of personally identifiable information. Basically, do not put anything into the Bin that contains information that can be used to steal someone's identity or a document that you may urgently need at a moment's notice. However, if you wish to store documents, you may do so at your own risk, we strongly recommend securing your Bins before pickup, for peace of mind, as well as creating copies of said documents and uploading the files to your online inventory. That said, by executing this Agreement, you understand and agree that if you go ahead and store official documents or items containing personally identifiable information in a Box, to the fullest extent permitted by law, you waive all rights and claims against MyPorter arising in any way from storing these things with Your Stuff. Also, regardless of how well you pack a Bin, it will be moved around. It might be jostled at times, especially in transit. As such, you should not store in your Bin any fragile items, such as intricate glass sculptures, porcelain dolls, collectibles or other items that are easily broken. Once again, by executing this Agreement, you understand and agree that if you go ahead and store fragile items in a Bin, you waive all rights and claims against MyPorter should your fragile stuff break or otherwise be damaged, along with any items of sentimental value to you. We do everything in our power to be as careful and respectful of Your Stuff as possible.

Climate Control

We maintain all of our MyPorter facilities using responsible heating, cooling and dehumidification methods. We will regulate and attempt to protect your goods from mold growth, or similar microorganisms, using commercially reasonable efforts. However, because your stuff will not be stored in a completely climate-controlled environment, we cannot guarantee that mold or other microorganisms may not develop on your property. We are not liable for natural mold, mildew or similar microorganisms on your property. You assume the risk that mold or similar microorganisms could develop under these circumstances. Further, you acknowledge and agree that the storage containers provided by MyPorter and premises where they will be located are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as, but not limited to, books, records, writings, contracts, documents, personalized or other DVDs or videos, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value and records or receipts relating to the stored goods. You agree not to store any such items. Should you store such items, you assume the risk that they could be damaged by the environmental conditions existing at the premises where they are stored and waive all rights and claims against MyPorter for any damage arising from environmental conditions.

Packing Your Bins

Packing of your Bins is your responsibility, so please do not ask our Porters to pack them.

Take good care to pack your goods safely and securely in your Bins, as it is your responsibility to pack in such a manner to avoid damage during transit or storage. You understand that Your Stuff will be moved from time to time in our warehouse in conjunction with deliveries, or as needed during storage. By having us pick up a Bin, you are making the statement (you represent and warrant) that the Bin has been packed appropriately. Also, you agree that MyPorter is not responsible for any damage caused by or arising from failure to properly pack your Bins.

On the same note, do not overstuff your Bins. For your safety, as well as our Porters', and the care of your belongings, we strongly recommend packing no more than 50lbs of goods into any single bin. We reserve the right to refuse picking up any Bin that we reasonably believe exceeds this limit, exclusive of the weight of the Bin itself. Again, this is for the protection of you, your belongings, and our team members.

RIGHT TO INSPECT

MyPorter only intends to access your Bin(s) in the event you opt to take advantage of our free overhead photo inventory service. That said, in the event of an emergency or upon default of any of your obligations under this agreement, we have the right to inspect the contents of Your Stuff. We may require you to immediately remove any Prohibited Property stored in your Bins. In the event you fail to remove the Prohibited Property within 24 hours of MyPorter's demand, or sooner in the event the Prohibited Property creates a risk to the health and safety of our employees or the general public, we have the right to remove and dispose of the Prohibited Property at the sole cost and expense of you and/or immediately redeliver the Bin(s). Along with this, in the event MyPorter is issued a search warrant from any government agency regarding your goods, MyPorter may, without incurring any liability from you, immediately remove your Bin(s) seal, allowing your goods to be searched and seized, if applicable. Should MyPorter receive a subpoena, or a law officer or governmental agency requests documents or information about Your Stuff, you agree that we may provide such information or documents without incurring liability to you.

PROPERTY DISPUTES

MyPorter will not release any of Your Stuff to someone else that claims they own it, unless there is a court order or binding arbitration ruling. That said, MyPorter would not favor either side in a property dispute. If anyone claims to MyPorter that they are the true owner of some or all of Your Stuff, we will provide them with a form to fill out under penalty of perjury that sets out their claim. Upon submission

of said form, the person claiming ownership of some of or all of Your Stuff agrees to indemnify MyPorter and you for all the costs that result from their claim, if it is wrong. Also, they must agree to offer you the option to arbitrate (independent of MyPorter's involvement) to resolve the claim, with the loser to pay the winner's attorney's fees and costs.

Upon their agreement, we will provide you a copy of their summary of their claim, along with a form for you to respond if you wish to dispute their claims. If you choose to dispute the claims, MyPorter will take no further action or have any involvement – the matter is yours to resolve, although you will now have the option of loser-pays arbitration. You will have 30 days to dispute the claim of ownership, and if you do not respond, we will return the disputed property to you, and notify the person claiming ownership that we have done so. By executing this Agreement, you are agreeing that we can bill you for the costs (including internal staff costs) of returning the disputed property. You also agree that you will not be entitled to any pro-rata refund of monthly rent, and that the three-month rental minimum will still apply.

DEFAULT; DENIAL OF ACCESS

These terms provide MyPorter with the right to terminate service in the event you, the customer, default on your rental payment. The following events shall be deemed to be events of default by you under this agreement: a) failure to pay rent; b) failure to comply with any term or provision of this agreement; or c) abandonment of Your Stuff. If you default under any of these obligations under this agreement, we may pursue our remedies, including terminating this agreement, enforcing our rights in accordance with the law of the state where the facility where your goods are stored is located or pursuing any other remedies available at law or in equity.

MYPORTER'S LIEN; DEFAULT

MyPorter has and claims a lien on all Your Stuff stored by MyPorter for rent and other charges and for expenses necessary for preservation of Your Stuff or for

expenses necessary or reasonably incurred by MyPorter in the sale of Your Stuff pursuant to applicable law and enforcing your liabilities and under this agreement (including interest, attorneys' charges and costs) and for like charges and expenses in relation to other Bins or items, whenever deposited by or for your account. MyPorter further reserves a security interest in all Your Stuff described above (and the proceeds thereof) for all such charges, liabilities and expenses to the fullest extent the above described lien is prohibited by or is otherwise not permitted by law. MyPorter will provide you with due and proper notice of the Lien Sale prior to its occurrence.

THE PROPERTY STORED MAY BE SOLD TO SATISFY THE LIEN IF THE CUSTOMER IS IN DEFAULT. If you fail to pay the amounts due, MyPorter may dispose of some or all of Your Stuff by sale or otherwise. If any of Your Stuff remains unsold after foreclosure and sale, MyPorter may dispose of said items in any manner considered appropriate. It is understood and agreed that the liability of you, the customer, for the rents, charges, costs and expenses provided for in this agreement shall not be relinquished, diminished or extinguished prior to payment in full. If the proceeds of sale (if any) are insufficient to discharge the outstanding charges or any other payments due to MyPorter under this agreement and the costs of sale, you must pay any balance outstanding to MyPorter within 7 days of a written demand. Interest will accrue at the maximum legal rate until the balance is paid in full. MyPorter may use a collection agency thereafter to secure any remaining balance owed by you, after the application of sale proceeds, if any. You shall be responsible for all costs reasonably incurred by MyPorter in relation to the disposal of the Your Stuff. If MyPorter receives money on disposal of Your Stuff, the net proceeds of sale will be credited to Your account and MyPorter will pay any excess amounts to you without interest, less MyPorter's administrative charge set forth in this agreement. If, after having made reasonable efforts to do so, MyPorter is unable to return any excess amounts received from the disposal of Your Stuff to you, including having given not less than 60 days written notice to you, MyPorter may retain any such excess amounts for its own account.

VALUE OF YOUR PROPERTY

You represent and warrant that the maximum value for loss or damage shall be limited to \$500.00 per Agreement regardless of number of Bins/Property being stored (aggregate total claim). You agree that in no event shall the total value of ALL Bins/Property stored be deemed to exceed \$500.00 unless MyPorter agrees in writing to a higher value. Nothing in this section shall be deemed to create any liability on the part of MyPorter to you for any loss or damage to Your Stuff, regardless of cause. You may request to insure its Property for a higher value through MyPorter in your settings, or upon checkout. THIS LIMITATION OF VALUE MAY, UPON THE WRITTEN (or through your profile settings/upon checkout, upon which time you expressly warrant and agree to the increase in rental price for the increase in coverage) REQUEST OF THE CUSTOMER AND UPON ACCEPTANCE IN WRITING BY MYPORTER, BE INCREASED ON PART OR ALL OF THE YOUR STUFF STORED, IN WHICH EVENT INCREASED RENTAL RATES MAY BE CHARGED BASED UPON THE INCREASED VALUATION (\$2.00 per each \$100 value). The increased valuation may not exceed \$4,000 per Agreement. Notwithstanding the foregoing, but subject to the terms, limitations, exclusions, and conditions of this Agreement, if you created a MyPorter account prior to February 18, 2017, then MyPorter will reimburse you for loss of or damage to your items while in MyPorter's possession, up to a total maximum of US \$2,000.00 in aggregate per Agreement under the "Prior Terms of Service Agreement".

This clause is not a limitation of damages relating to any loss or damage to your property caused by MyPorter after it enforces its lien rights at a public or private lien sale. A limitation of damage clause concerning a wrongful sale claim is contained immediately below.

MyPorter's Liability for Wrongful Sale

Our relationship is one of owner and occupant.

MyPorter's liability for damages relating to any loss or damage to your personal property caused by MyPorter after MyPorter enforces its lien is limited to a \$500 Aggregate Limit per agreement. Such liability may, on your written request, at the

time of the signing of this Agreement or within a reasonable time thereafter, and if such request is accepted in writing by MyPorter, be increased on part or all of the property stored. If such request is made and accepted, the monthly charges set forth above will be increased, commencing when we accept, in writing your request, by \$2.00 for each \$100.00 increase in value, and proportionally thereto (i.e., \$50 increase will cost \$1.00). If you wish to increase the limitation of liability on your items, please call our Customer Happiness Team at (844) 976-7837 or chat us online at www.MyPorter.com.

INSURANCE

Under this agreement, we do not maintain any insurance on your personal property that you can make a claim under. It is your responsibility to keep Your Stuff fully insured against loss or damage, at all times. You must obtain any insurance desired at your own expense. You must secure your own insurance to protect yourself and Your Stuff against all perils of whatever nature. You expressly agree that the carrier of such insurance shall not be subrogated to any of your claims against MyPorter, or MyPorter's agents or employees. Although we may provide insurance information to you or make insurance available to you, you understand that neither MyPorter nor its agents are acting as an Insurance Company or insurance agents. Quite simply, if you do not have insurance coverage, you understand that MyPorter will not be liable beyond the amounts and conditions in these Terms, upon term agreement.

WAIVER OF SUBROGATION

Any insurance carried by you or us is for the sole benefit of the party carrying the insurance. Each party waives its right to make any claim against the other for loss or damage in the event of casualty and will cause its respective insurance policies to be endorsed so as to waive that right of their respective insurers. You expressly agree that the carrier of any insurance obtained by you shall not be subrogated to any claim of you against us. This clause is a specific bargained for condition of this Agreement and we would not have entered into this Agreement without it.

ABANDONMENT OF YOUR STUFF

Abandonment will occur in the event this agreement terminates and you fail to take possession of Your Stuff within ten days from the termination date. If you abandon Your Stuff, MyPorter shall have the right to withhold and ultimately dispose of some or all of Your Stuff in accordance with this clause.

BIN DAMAGE

While any Bin is not in our possession, you accept all responsibility for damage to or theft of the Bin, regardless of fault or negligence, the fault or negligence of any other person or acts of god (e.g., fire, rain, wind, etc.), and shall reimburse MyPorter for all expenses reasonably incurred by MyPorter to replace or restore the Bin(s). Such additional costs, if any, shall be paid as additional rent. We use high quality eco-friendly plastic Bins, and as such the fee of not returning or damaging a Bin is \$25 per Bin. They are durable, but not indestructible!

DISCLAIMER

MyPorter's agents and employees are not authorized to make warranties about Your Stuff, our Bins, or our facility. Our agents' and employees' statements do not constitute warranties and shall not be relied upon by you, the customer, nor shall any of said statements be considered a part of this agreement. The entire agreement and understanding of the parties is embodied in this writing and no other warranties are given beyond those set forth in this agreement. The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties express or implied are excluded from this transaction to the extent allowed by the laws of this state.

WAIVER OF JURY TRIAL

Both MyPorter and you waive our respective rights to trial by jury for any cause of action, claim, counterclaim or cross-complaint in any action brought by either party against one another on any matter arising out of or in any way connected with this agreement, your use of the Bins and our facility or any claim of bodily injury or damage to Your Stuff or for the enforcement of any remedy under any law, statute or regulation.

EMPLOYEE SERVICES

Should any of MyPorter's employees perform any services for you at your request, such employees shall be deemed to be the agent of you, regardless of whether payment for such services is made or not. You agree to hold us harmless from all liability in connection with or arising from such services performed by employees of MyPorter.

NOTICES FROM MYPORTER

As previously mentioned, we reserve the right to modify, adjust, or change our Storage Rules, these Terms, our Privacy Principal and this Agreement at any time upon 30 days notice to you. The change will become effective the month following the notice. If we do change our Storage Rules, these Terms, our Privacy Principal or this Agreement, we will send you a notice by email, postal mail, or SMS. It is your obligation to review and accept the notice. Your continued use of MyPorter will constitute an acceptance of the new terms included in the changes.

NOTICES FROM YOU

Again, as previously stated, in the event your residential address or email address changes, you must promptly inform us by updating your profile settings, or calling us to change it for you. We are not responsible if you do not receive a notice from us and you did not notify us.

MILITARY SERVICE

If you are in the Military, you must immediately notify MyPorter of changes in your Military status or assignment resulting in changes to your email address, mailing address, phone number or other contact information you previously provided to MyPorter. If you are not currently in the Military, but become a member of the Military after executing this Agreement, you must notify MyPorter in writing within thirty (30) days of becoming a member of the Military and provide your new/updated contact information. Of course, we do not expect you to provide us with information about confidential or classified field locations. MyPorter will rely on this information to determine the applicability of the Service-Members Civil Relief Act.

OTHER RIGHTS

MyPorter, in addition to all other rights and remedies we may have, may exercise any right or remedy with respect to the collateral which it may have under the uniform commercial code or otherwise. All rights of MyPorter hereunder or in law or in equity are cumulative, and an exercise of one or more of such rights shall not constitute a waiver of any other rights. You hereby waive and renounce your right to the benefit of any exemption provided under Georgia law.

INVALIDITY

If one or more of the provisions within this agreement are deemed to be illegal or unenforceable, the remainder of this agreement shall be unaffected and shall continue to be fully valid, binding and enforceable.

RULES AND REGULATIONS

You agree to be bound by rules and regulations as published by MyPorter from time to time. All rules and regulations shall be deemed to be part of this agreement and incorporated herein.

INDEMNIFICATION

To the fullest extent permitted by law, you shall indemnify and hold MyPorter and its agents harmless from any loss incurred by MyPorter and its agents in any way arising out of Your Stuff and your use of MyPorter, including bodily injury or death, even in the event of negligence or omission on the part of MyPorter's employees or agents.

RECOVERY OF ATTORNEY'S FEES AND COSTS

In the event any action is instituted or any other proceedings taken to enforce any term, covenant or condition contained in this agreement or to recover any Storage charge or additional charge due hereunder, or to recover possession of the space for any default or breach of this agreement by you, the customer, you shall pay MyPorter reasonable attorney's fees, costs and expenses in connection with such action or proceedings.

CLAIMS

MYPORTER WILL NOT BE LIABLE FOR ANY LOSS OR THEFT OF OR DAMAGE TO YOUR STUFF FOR WHICH YOU DO NOT DELIVER A WRITTEN CLAIM TO US WITHIN SIXTY (60) DAYS AFTER YOU FIRST BECOME AWARE THEREOF. NO SUIT MAY BE COMMENCED AGAINST MYPORTER FOR ANY SUCH LOSS, THEFT OR DAMAGE MORE THAN ONE HUNDRED TWENTY (120) DAYS AFTER YOU, THE CUSTOMER, FIRST BECOME AWARE THEREOF. EITHER YOU OR US CAN ELECT THAT ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT BE RESOLVED BY BINDING ARBITRATION. ARBITRATION SHALL BE CONDUCTED IN THE

COUNTY WHERE THE FACILITY IS LOCATED BY AND IN ACCORDANCE WITH THE RULES OF JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES.

PERMISSION TO COMMUNICATE

You recognize we, MyPorter and you, are entering into a business relationship as company and customer. As such, you hereby consent to us phoning, faxing, texting, e-mailing and using social media to communicate with you for business-related communications and collection notices.

FORCE MAJEURE

MyPorter shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of god, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

USER REQUIREMENTS AND E-SIGNATURE

Users must be over the age of eighteen (18) and be a real live human, and individuals cannot be using MyPorter for someone else. That is to say, those goods that you choose to store must be your property. No one else may store their goods under your account or have an interest in the property stored. In executing this Agreement, you warrant that you are the sole owner in the property to be stored with us. Be you - we like you.

After one of our Porters picks up your goods, they will be securely stored in one of our MyPorter facilities. However, you acknowledge and agree that at any time

while your goods are stored with us, we maintain the right to move your goods, at our sole discretion, to another one of our facilities. This will in no way effect our financial obligations or your experience with accessing your goods while storing with MyPorter.

If not signed with an original signature below or on the physical inventory document and electronic signature is used, you understand and agree that this is considered consent to be legally bound by the terms and conditions of this agreement as if you signed this agreement in writing. You also agree that no certification authority or other third party verification is necessary to validate their e-signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the e-signature or any resulting agreement between us.

Our Website and Property

All of the content and software that runs the MyPorter website is property of MyPorter or MyPorter's licensors or other content suppliers. There exist content and trademark laws that protect all of our content. Subsequently, we own all of the content on our website, including logos, service marks, trademarks and everything else. You may not use, in any fashion (and as broadly as that is to be interpreted), any of the aforementioned content on our website that we own, without prior written consent of the respective owners. We reserve all our rights, and your rights are expressly named for you.

The viewing of all content displayed on MyPorter's site is granted on a limited nonexclusive, non-transferable, non-sub licensable basis, meaning you can view and share our content, but you cannot use it or portray it as your own. Other than fair use, other uses are prohibited without express consent.

Notice: You acknowledges by digitally signing or accepting the Terms of this Agreement that you have read, understood and accepted all terms and conditions expressed in this Agreement.

Footnotes

1. An oversized item is classified as anything one person can reasonably carry.
2. For these purposes, Furniture is classified as an item (including associated drawers, lampshades, etc.) that reasonably requires more than one individual to lift and move said item safely. This is up to our Porters' discretion, and we reserve the right to deny pickup if you do not inform us that you have furniture that you wish us to pick up and store. Again, each piece of Furniture is one individual item, requiring two individuals to lift and move said item. IE, a box spring is one item, a mattress is one item and a bed frame is one item. We wish this to be as transparent as possible, and we do not intend on up-charging items that can be reasonably moved by one individual. For example, bedside tables, single chairs, or patio furniture is reasonably expected to be moved by one individual, and will be priced as an Oversized item (\$10), rather than Furniture (\$25). Again, this is up to the discretion of our Porters. We want to help you store everything, and want it to be a fair arrangement for all.
3. Currently available in Atlanta, GA. Sign up and enter your Zip Code to see if we are currently serving your area, and if not – get updates on when we will be.
4. Upon delivery, we need to collect our bins and wardrobe Bins from you. Our staff, whom we call "Porters", will happily wait up to 20 minutes at the time of delivery for you to unpack them and give them back to our Porters either empty or filled with other stuff you'd like to store. If you need our Porters to come pick up empty bins on a separate trip, you will be charged a pickup fee of \$20. However, if you just need some time to fill your bins up with more stuff to store, pickup will be free. Also, note that each plastic bin is made of highly durable eco-friendly material and is not cheap, and you agree that if you keep empty plastic for more than 30 days without booking a pickup with MyPorter, we will consider this as a purchase of the plastic bins and you will be charged \$25 per bin after the thirtieth day.
5. Same day delivery is available as long as you request delivery by 12 NOON; at a premium charge of \$30 per trip. We will have your requested goods delivered by your selected time, same day, by close of business. Also, all measure will be taken to deliver your goods same day in the event of an emergency. Please call our Customer Happiness Team at 877-9PORTER for help with this, or send us a text. We want you to be able to get your stuff whenever you need it!
6. When you request us to donate Your Stuff to our friends at a local donation center, or just the stuff that's in one or more of your Bins, processing is subject to you signing a full release agreement in favor of MyPorter. Will not be released until you sign the "Release" agreement. We will not release your goods until you have signed this agreement.
7. Shipping to new address offered in the continental United States, outside of the areas where our local delivery service is provided. MyPorter will not ship Bins outside of the continental US.
8. There is never a minimum amount of goods to be stored, however there is a minimum stored amount required to provide our pick-up and drop-off to our donation-receiving partners for free – one (1) bin. If you do not wish to store anything with us, the pick-up and drop-off fee for a donation is \$20.
9. Includes late cancellation of pick up or delivery appointment with less than 12 hours' notice.
10. Includes late cancellation of pick up or delivery appointment with less than 24 hours' but no less than 12 hours' notice. Applies to cities where MyPorter offers local logistics services with its own Porter team and MyPorter vans.