

Please read this agreement carefully. These terms and conditions apply to the use of our websites, use of our web or mobile applications and/or use of our products and/or services. By accessing our website, using our service, procuring our products and/or using our web or mobile applications, You agree with and agree to be bound by these terms and conditions (the "Agreement") as well as our Privacy Policy. Furthermore, You agree that all information You provide us is accurate, correct and up to date and that You will notify us of any changes immediately should there be changes to the information that You provide us. You consent to our use of your information in accordance with our Privacy Policy. You also warrant that You are legally entitled to procure services from us on your own behalf or on the behalf of the beneficiary of the services.

#### **A. PARTIES TO THE AGREEMENT**

This Agreement is by and among the following parties: (1) Lend A Box, a Virginia Limited Liability Company, at 4265D Brookfield Corporate Drive, Chantilly VA 20151; (2) Lend A Box for Storage, a Virginia Limited Liability Company, at 4265D Brookfield Corporate Drive, Chantilly, VA 20151; and (3) You, the customer ("customer", "You" or "your"). For the avoidance of doubt, a customer includes any visitor to our websites, users of our web or mobile applications and customer employing our Services. References to "we", "us", or "our" in this Agreement shall refer to Lend A Box or Lend A Box for Storage as applicable.

#### **B. TERMS APPLICABLE TO THE USE OF STORAGE SERVICES PROVIDED BY LEND A BOX FOR STORAGE**

1) The following terms and conditions shall be applicable to the provision and use of storage through Lend A Box for Storage.

##### 2) DEFINITIONS

- a) "Services" means any and all services or products which Lend A Box for Storage may offer at any time.
- b) "Data" shall have the meaning as prescribed to it and will be managed as detailed in our Privacy Policy.
- c) "Delivery" or "Deliveries" shall be considered to include any deliveries of empty Boxes, collection of Boxes or Items, and/or return of Boxes or Items.
- d) "Boxes" or "Containers" means the Boxes in which the Items are packed, whether they are supplied by Lend A Box for Storage or by the Customer.
- e) "Items" means the items which are entrusted to be stored by Lend A Box for Storage whether they are stored in our Boxes or Containers, your own boxes or containers or stored on their own outside of any box or container or in any other way. Items must be legally owned by You. No other person may have an ownership interest in the Items.
- f) "You" or "Customer" means You the customer irrespective as to whether You are an individual customer acting on your own behalf or a business customer including your agents, nominees or assignees.
- g) "Website" means our website at <http://lendabox.com> or any other website under which we provide or advertise our Services or subsequent URL which may replace it.

##### 3) CUSTOMER RESPONSIBILITIES

- a) In order to use our Services, You must register and create an account with Lend A Box for Storage. You are responsible, in accordance with the terms of our Privacy Policy, to ensure that the Data You provide is complete and accurate and that You will update as and when any details may change. You are responsible to keep your login information including your

Data and password safe and to take all reasonable steps to ensure nobody other than yourself can access your account and the Services. You must also ensure that any email address, personal information, billing information, or contact information You provide is valid and up to date.

- b) You may not under any circumstances sub-license or re-sell any of the Services that we offer, nor may You represent us in any way for any reason whatsoever without our prior written consent.

4) ITEMS AND STORAGE

- a) You declare that throughout the entire term of this Agreement all Items that are entrusted to Lend A Box for Storage are and shall remain your property.
- b) All Containers provided to you by Lend A Box for Storage remain the property of Lend A Box for Storage unless You decide to purchase them from Lend A Box for Storage.
- c) Items stored with us must not exceed 40 pounds per Container or individual item. You are responsible for carefully packing all Items and protecting them with protective wrapping or padding. Items stored in Lend A Box For Storage Containers must be sealed with the tamper-proof zipties provided to You prior to storage of the Boxes. Any Items packed in non-Lend A Box for Storage Containers are packed entirely at your own risk and must be in boxes of good condition and be well sealed. Lend A Box for Storage holds the right to refuse to store any Boxes if we are not comfortable with the quality of the box or its dimensions, the Items (or the packing thereof) or for whatever other reasonable reason we may have. While Lend A Box for Storage will store fragile Items (including, but not limited to, glassware, dishes, electronics, jewelry, artwork, or anything with fragile or delicate parts), Lend A Box for Storage expressly disclaims any liability for damage to those Items.
- d) Lend A Box for Storage shall not store prohibited, illegal, stolen or perishable Items. Prohibited Items include but are not limited to the following: anything illegal for You to possess; plants; any food; creatures (whether living or dead); flammables, firearms, weapons or explosives of any kind; chemicals, hazardous or toxic materials of any kind; items which emit any kind of odor, liquids, noise or fumes; compressed gases; any currencies, bonds or securities; 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; or any item of high value such as jewelry, antiques, fine art, fine wines, or precious metals.
- e) Lend A Box for Storage or anyone acting our behalf may at any time open your Boxes to access your Items if we reasonably believe that they contain any Items contradicting the terms of Section B.4.d; if we are required to do so by any competent authority, local authority or by law or any court order; or if we feel people or property are at risk of injury or damage. Lend A Box for Storage shall have no liability in those cases or in the case that we are asked to pass any Items to any government or law enforcement agency or if we are required by them or a court order to dispose of or destroy any Items. Any costs or losses incurred by us associated with any of these processes shall be borne by You.
- f) Lend A Box for Storage will not release any Items to anyone else but You absent a court order or binding arbitration ruling. If another person makes a claim of ownership on an

Item stored for You, Lend A Box for Storage will provide that person with a form to fill out until penalty of perjury that sets out their claim of ownership. That form contains a clause that indemnifies Lend A Box for Storage and You from all costs that result from the claim should the claim be found to be false. The form will also require the person to offer to arbitrate the claim with You (without making Lend A Box for Storage a party) to resolve the claim, with the loser paying all fees and costs. If this form is completed, Lend A Box for Storage will provide You with a copy of the form. You will have 30 days to dispute the claim of ownership. If You do nothing, then Lend A Box for Storage will release the Items to the person claiming ownership. If You dispute the claim, Lend A Box for Storage will release the Items to the rightful party determined during arbitration or other process. The party who is determined to be the owner of the Items will be responsible for any amounts due to Lend A Box for Storage incurred as a result of this claim, as well as all storage costs.

- g) Access to our facilities or those of any of our sub-contractors or agents is strictly prohibited.

#### 5) DELIVERIES AND COLLECTIONS

- a) You are required to ensure that Lend A Box for Storage employees or those of any third party acting on our behalf have reasonable access to your premises in order for us to ensure that we are able to carry out the Deliveries to You. You are responsible to ensure that Items are available for collection on an easily accessible ground floor or within easy access by an elevator. Where Deliveries require our staff to carry Items up or down stairs, there will be separate charges for such services and it is your responsibility to ask about these charges in advance. There must also be reasonable road access and approach to the door of the premises where the Delivery is ordered to/from and parking facilities are available if necessary. The Deliveries must be received or handed over from by You or someone authorized by You to do so. In the case that any of these conditions is not fulfilled and our Services are therefore impacted, we reserve the right to refuse to make the Delivery or make the Delivery but add an additional charge of \$10.00/Container to your invoice for that month.
- b) When requesting a Delivery, it is your responsibility to ensure that You or someone You have authorized is present at the address You have provided to receive the Boxes and/or Items at the agreed-upon Delivery time. If someone fails to receive the Delivery, it will be considered a failed delivery and be subject to a charge of \$30.00.
- c) Subject to further terms and stipulations as listed in Article 12, we shall not be held liable for any cancellations or late Deliveries due to factors outside of our control including force majeure, adverse weather conditions, traffic conditions, or any other event outside our control.
- d) Lend A Box for Storage may refuse to collect any Items or Boxes that do not comply with the terms stipulated in Section B.4 at our discretion. If this results in a failed Delivery, You will be liable for a failed delivery charge of \$30.00.
- e) Lend A Box for Storage Boxes are provided to You only for You to pack with Items that will be entrusted to be stored by Lend A Box for Storage. It is your responsibility to schedule a collection of the Boxes within the space of seven (7) days from the date of Delivery to You. If You hold onto the Boxes for more than seven (7) days, Lend A Box for Storage will

charge You as if the Boxes were stored with Lend A Box for Storage in our own facilities. When Lend A Box for Storage comes to collect Boxes from You, You must return to us all the Boxes that we previously Delivered to You. If You retain some Boxes for a longer time and schedule another Collection, we will charge You \$30.00 for that Collection and any subsequent Collection.

- f) If You wish to keep empty Boxes for yourself, we'll charge You a fee of \$30.00 for the delivery of those boxes to You. In that case, the terms and conditions applicable to the rental of the Containers through Lend A Box will apply.

6) PAYMENTS AND CHARGES

- a) All applicable charges are those specified on the Website at the time of booking or as specified in this Agreement in the case of failed Deliveries or other situations.
- b) All applicable charges are subject to change at our discretion. In the case that charges are amended upwards, Lend A Box for Storage will provide You with notice one month in advance of the changes taking place. You are, in accordance with Section B.8, entitled to terminate the Agreement if You do not wish to continue to use our Services under the new charging policy.
- c) Lend A Box for Storage shall accept payments using all major credit cards. Any other method of payment that we accept for a client may be decided at our sole discretion.
- d) We require You to enter your credit card information in order to make use of our services and to register. Your saved credit card information will be used to bill all future charges automatically.
- e) Services will be billed on a monthly basis with storage charges and any other charges, including but not limited to the rental of our Containers, being billed monthly in advance following the Initial Payment Date. The Initial Payment Date shall be the earliest of either the date on which we collect Items from You or 7 days after we first deliver empty Containers to You. There is a three-month minimum for the use of storage through Lend A Box for Storage. The monthly rent is not prorated.
- f) Customers are not entitled to refunds for any storage charges, delivery services or any other charges billed in accordance with the terms specified herein. Refunds will only be processed if errors in billing are correctly identified and agreed to by Lend A Box for Storage.
- g) You agree to compensate Lend A Box for Storage in full against all costs and expenses incurred by Lend A Box for Storage in the event a payment fails for whatever reason along with an administrative charge of \$25.00.
- h) If You fail to arrange payment for any amounts payable to Lend A Box for Storage by the due date and after a grace period of 15 days, Lend A Box for Storage may charge interest of 6% per month on top of the outstanding amounts in addition to an administrative charge of \$25.00.
- i) In the event that You do not promptly pay all charges or payments due to Lend A Box for Storage, Lend A Box for Storage is relieved of any duty howsoever arising in respect of the Items and we shall exercise a lien over the Items until the outstanding charges or payments have been fully settled and received by Lend A Box for Storage. Under such situation, You authorize Lend A Box for Storage to withhold the Items and refuse access

to them by You or any of your agents and You authorize Lend A Box for Storage to access and inspect the Items.

- j) **LEND A BOX FOR STORAGE HAS A LIEN UPON ALL ITEMS STORED BY YOU FOR OUTSTANDING RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE ITEMS, AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION, OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION AS PERMITTED BY APPLICABLE LAW. LEND A BOX FOR STORAGE MAY ENFORCE THE LIEN BY SELLING THE ITEMS STORED BY YOU IN ACCORDANCE WITH APPLICABLE LAW. LEND A BOX FOR STORAGE WILL PROVIDE YOU WITH DUE AND PROPER NOTICE OF THE SALE PRIOR TO ITS OCCURRENCE.** In the event that any outstanding charges or payments are not received by Lend A Box for Storage, Lend A Box for Storage shall issue a final payment reminder notice. If Lend A Box for Storage has still not received the outstanding charges or payments owed to us by You within 30 days after the payment reminder notice was sent to You, Lend A Box for Storage may sell the Items and transfer ownership of the Items to the purchaser of the Items. Proceeds from the sale will be used to settle all outstanding charges and/or payments including administrative fees, interest and service fees. If, after settling all charges and payments there is any amount leftover, Lend A Box for Storage will make reasonable efforts to return the excess to You without interest. If within 30 days, Lend A Box for Storage is unable to get a response from You and unable to pay You the amount leftover, the amount leftover will be retained by Lend A Box for Storage for our own account.
  - k) If the sale of the Items as stipulated above cannot cover all charges and payments due to Lend A Box for Storage by You, You are obliged to settle any outstanding balance due to us within 30 days. If this is not settled within 30 days, Lend A Box for Storage may administer a debt collection agency to recover all amounts due and all costs incurred due to this process shall be borne by You.
  - l) Lend A Box for Storage may sell the Items by any means reasonably available to achieve a reasonable market selling price, considering the cost of sale. If, for whatever reason the Items cannot be reasonably or economically sold, Lend A Box for Storage is authorized to treat them as abandoned and dispose of or otherwise destroy them. All costs of sale or disposal shall be borne by You.
- 7) **LIMITATION OF LIABILITY**
- a) To the fullest extent permitted by law, Lend A Box for Storage and its agents shall not in any event be held liable or responsible to You or any other person for any damage, liability, claim, expense, or loss to the Items or injury to persons that arises from any cause, including without limitation, Lend A Box for Storage's and/or its agent's active or passive acts, omissions, negligence, or conversion, unless the loss is caused by Lend A Box for Storage's gross negligence. Further, Lend A Box for Storage shall have no liability to You for damage, loss, or injury resulting from a terrorist attack or any act of God, including flooding, earthquakes, hurricanes, other natural disasters.
  - b) You acknowledge that we are not aware of the value of the Items stored with us and You are solely responsible to arrange appropriate insurance for your Items as You may feel You require.

- c) You acknowledge and agree that use of our Website and any of our Services is entirely at your own risk. We shall not be held liable or responsible in any way for any direct or indirect damages of any sort as a result of using our Website or misinterpreting its content.
  - d) It is Your responsibility to ensure that Items in any Containers or Boxes are properly and carefully packed with enough protection as would reasonably be required for the Items being stored. We shall not be held liable for any loss, failed delivery of and/or damage to any Items due to insufficient or improper packing or protection; any deterioration of Items that may happen over time; damage to any fragile Items that You have decided to store; any defects of Items; or any forfeiture or seizure of Items for legal reasons.
  - e) Any Boxes provided by You must be in good condition, well packed, and properly sealed to ensure Items are safe. Lend A Box for Storage holds the right to refuse to store any Boxes if we are not comfortable with the quality of the box or its dimensions. Storage of Items not packed in Lend A Box for Storage Containers is stored entirely at your own risk and we do not take responsibility for how the Items have been packaged or stored nor for the integrity of the box or packaging You have used.
  - f) Notwithstanding the above, no terms within this Agreement will affect or restrict any of your statutory rights.
- 8) **TERMINATION**
- a) You may terminate this Agreement at any time by requesting the return of your Items and settling any outstanding charges due to Lend A Box for Storage. Storage is provided by Lend A Box for Storage on a month to month basis after the initial three month term, with no refunds provided for storage covering only a portion of the last month that the Items are stored by Lend A Box for Storage.
  - b) We may terminate this Agreement at any time and with immediate effect by providing written notice to You.
- 9) **INSURANCE.** Lend A Box for Storage does not maintain any insurance on Items or any personal property that You can make a claim under. Insurance for Items is your sole responsibility. By using the services provided by Lend A Box for Storage, You certify that you have appropriate homeowners, business, or renters insurance that covers the Items stored with Lend A Box for Storage.
- 10) **INTELLECTUAL PROPERTY RIGHTS.** We retain ownership of all intellectual property rights of any kind related to our Website and Services, including all applicable copyrights, patents, trademarks and other property rights, save for those which may relate to third parties that we may mention on our Website or work with in providing the Services. Limited, non-exclusive, non-licensable and non-transferable use of limited content for personal use is permitted, however must not be used for commercial purposes.
- 11) **PRIVACY.** We only use your Data in accordance with our Privacy Policy which is available on our Website at any time and part of this Agreement. Please take the time to read this, as it includes important terms which apply to You and how your information is handled. We may use location-based services to perform the Services as efficiently and quickly as possible. Information that we collect from You through these location-based services shall be collected and stored in accordance with the terms of our Privacy Policy. You consent to our use of location-based services by accepting the terms in this Agreement.

- 12) SUB-CONTRACTING AND ASSIGNMENT. Lend A Box for Storage may at any time sub-contract, assign or transfer any or all its rights and obligations under this Agreement to any third party or agent. The sub-contracting, assignment, transfer or sub-licensing of any of Your obligations under this Agreement, whether or not for commercial gain, is expressly prohibited. This Agreement shall be binding on Your personal representatives and successors.
- 13) FORCE MAJEURE AND BAD WEATHER. Lend A Box for Storage will not be held liable or responsible for any failure to perform or delay in the performance of the Services caused by Force Majeure. A Force Majeure means any unforeseeable circumstances beyond our reasonable control, including but not limited to war, threat of war, terrorist activity, strikes or other industrial action, riots, fire, storms or any other natural disaster, failure in the telecommunications networks, power cuts, traffic conditions, road closures, accidents or any other unforeseen circumstances. In the event of a Force Majeure, Lend A Box for Storage will aim to contact You as soon as possible and will take all reasonable measures to minimize any disruptions to the Services.
- 14) **INDEMNITY. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD LEND A BOX FOR STORAGE, OUR EMPLOYEES, AGENTS, SUPPLIERS AND DIRECTORS HARMLESS ON DEMAND, FROM AND AGAINST ALL CLAIMS, LIABILITY, DAMAGES, COSTS, EXPENSES, LOSSES AND LEGAL FEES ARISING OUT OF ANY BREACH OF THE AGREEMENT BY YOU. THIS CLAUSE ALSO APPLIES TO ANY OTHER LIABILITIES ARISING OUT OF YOUR USE OF OUR WEBSITE OR SERVICES OR BY ANY OTHER PERSON ACCESSING OUR WEBSITE OR SERVICES UNDER YOUR ACCOUNT OR USING YOUR DATA. IN NO EVENT SHALL LEND A BOX FOR STORAGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD PARTY LICENSORS, OR THIRD PARTY SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF FORESEEABLE, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES. THESE LIMITATIONS SHALL BE VOID TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**
- 15) NOTICES
- a) Any notices given by You to Lend A Box for Storage must be in writing by email to [storage@lendabox.com](mailto:storage@lendabox.com) or by registered postal mail to our registered office as specified in Section A.1 of this Agreement.
  - b) Any notices given by Lend A Box for Storage to You must be in writing and may be served by email or by postal mail. Such notice shall be directed to the email or postal address You have provided to us through our website or as separately provided to us in the form of a notice according to details stipulated in this Article.
  - c) A notice shall be deemed to have been served at the time the registered postal mail has been signed for by us in the case of registered postal mail; within 48 hours from the time the notice has been sent out in the case of postal mail; and from the time the email was sent by the sender, provided that the sender of the email does not receive an email message stating that the email message has not been received by the intended recipient.

- 16) GOVERNING LAW AND LANGUAGE. This is a Virginia Agreement. The parties to the Agreement agree to be bound by Virginia law. If there is a dispute between the parties, the parties agree to bring the action in a Fairfax County, Virginia court with Virginia law applying.
- 17) MISCELLANEOUS
- a) We reserve the right to amend the terms and conditions within this Agreement from time to time and it is Your responsibility to review these terms and conditions on each occasion You procure services and/or products from us. The latest version of this Agreement will always be accessible at <https://lendabox.com/terms-conditions/>. Your continued use of our Services will be deemed to represent your continued acceptance to the latest version of this Agreement. If You do not agree with any changes to this Agreement, You may terminate this Agreement as per Section B.8.
  - b) We always welcome your feedback which can be sent to us by email to [storage@lendabox.com](mailto:storage@lendabox.com). Where You supply any feedback, You agree and acknowledge that Lend A Box for Storage shall have no confidentiality obligations to such feedback and/or suggestions and that it may be incorporated into our Website or Services.
  - c) If any provision of this Agreement shall be found by any court or arbitration or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be reasonably necessary to make it valid and which reflect(s) the intention of the parties.
  - d) The failure by You or Lend A Box for Storage to exercise any right under the Agreement shall not form the basis for a waiver of that right.
  - e) Each party shall keep any and all information disclosed between the parties to this Agreement in strict confidence. This clause shall survive the termination of this Agreement.



### **C. TERMS APPLICABLE TO THE USE OF EQUIPMENT RENTAL SERVICES PROVIDED BY LEND A BOX**

This portion of the Agreement is between You and Lend A Box and is effective for the time span commencing when the Lend A Boxes, Wardrobe Boxes, and/or Dollies (the "Equipment") are delivered to You and ending when the Equipment is returned to and accepted by Lend A Box (the "Rental Term"). The Agreement applies to your rental of the Equipment listed in your job description. Acceptance of the Terms and Conditions during the booking process or acceptance of the Equipment at delivery constitutes acceptance of the terms in this Agreement.

1. Lend A Box shall deliver the Equipment to You in fully serviceable condition. It is Your responsibility to check the Equipment against delivery invoices and notify Lend A Box of any shortage or damage within 24 hours of the delivery. In the absence of any such notification, You will be deemed to be satisfied with the quantity and condition of the Equipment, and that it is suitable for the purpose required.
2. While Lend A Box will always strive to deliver exactly what You order, Lend A Box reserves the right to change the size of the boxes provided to You based on availability and demand. The boxes delivered to You will have an equivalent cubic volume to the boxes You originally ordered.
3. Lend A Box will deliver the Equipment to the delivery address provided by You. You will be responsible for any applicable delivery charges.
4. Full payment for Your use of the Equipment during the Rental Term and the delivery charges is required upon placing the order for the Equipment, unless other arrangements are made.
5. You acknowledge that You have sole responsibility to schedule and be present at appointments for delivery and pick up of the Equipment. If You do not give Lend A Box at least 24 hours' notice of cancellation or rescheduling, You will be charged a cancellation fee of 20% of your total order amount.
6. You acknowledge that the Equipment is in Your care, custody and control during the Rental Period and that You are responsible for maintaining it in good condition (excluding reasonable wear and tear) and for paying any charges incurred with respect to the Equipment delivered to You by Lend A Box for use during the Rental Period. You agree that if the Equipment is damaged during the Rental Term, You will immediately notify Lend A Box. You accept responsibility for all loss or damage to the Equipment (excluding reasonable wear and tear, as determined by Lend A Box) that occurs during the Rental Period. If the Equipment is damaged or lost (and such damage or loss is not the result of reasonable wear and tear) while in Your possession, You will be obligated to pay the replacement fee for the damaged or lost Equipment. You agree to use the Equipment in a prudent and proper manner and to comply with and conform to all national, state, municipal, police and other laws, ordinances, and regulations in any way relating to the possession, use or maintenance of the Equipment.
7. You acknowledge that You have sole responsibility to have the Equipment returned to Lend A Box by the agreed upon date. For each additional week (or part thereof) that the Equipment is not returned, there will be additional weekly rental charges at current rates. If the Equipment is not returned within 30 days after the end of the Rental Period and there has been no communication from You to Lend A Box to extend the Rental Period, Lend A Box may assume, at its discretion,

that You wish to purchase the Equipment from Lend A Box and You will be charged the current replacement fee for the Equipment. You will also be charged for all expenses, costs and charges whatsoever incurred by or on behalf of Lend A Box in ascertaining Your whereabouts or the Equipment or any part thereof or in taking possession of the same. You will also repay Lend A Box for all costs and charges and expenses incurred by reason of any breach of the Agreement by You.

8. You are responsible for the all expenses incurred by You with respect to Your use of the Equipment. You acknowledge that Your credit card will be kept on file for the duration of the Rental Period. You acknowledge and authorize Lend A Box to charge any amount associated with the above stated Rental Terms to Your credit card. You acknowledge that You will be responsible for any payments to Lend A Box that are not charged to Your credit card for any reason, including Your credit card being rejected or reaching its maximum balance. All refunds will be debited to the credit card on which the original transaction was processed.
9. All transactions and other business undertaken by Lend A Box are subject to these Rental Terms, each of which shall be deemed to be incorporated in and to be a condition of any agreement between Lend A Box and You. No agent or employee of Lend A Box has the authority to alter or vary these conditions.
10. **NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND HAS BEEN OR IS GIVEN OR MADE BY OR ON BEHALF OF LEND A BOX IN RELATION TO THE QUALITY OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND ALL CONDITIONS OR WARRANTIES WHETHER STATUTORY OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, WHETHER COLLATERAL OR ANTECEDENT HERETO OR OTHERWISE AND WHETHER IN RELATION TO THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR THE STATE, QUALITY OR CONDITION OF THE EQUIPMENT ON DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED.**
11. You expressly agree that You rent the Equipment "as is." Lend A Box shall be under no liability for any loss or damage or consequential loss or damage whatsoever (including delay in delivery) with respect to or arising out of or in conjunction with the Equipment or any part of parts thereof howsoever caused. You assume the risk of liability arising from or pertaining to the possession, operation or use of the Equipment. You shall indemnify and hold Lend A Box harmless against all claims, demands, damages, liabilities, or costs arising out of the use, possession or operation of the Equipment during the Rental Period.
12. You agree that You have no right of property in the Equipment except the right to use the Equipment in accordance with the terms and conditions set forth herein.
13. This Agreement may be terminated by Lend A Box if (a) You fail to pay any charges hereunder within seven (7) days of this agreement become due (whether demanded or not), or (b) if You seek protection under the bankruptcy laws other than as a creditor, or (c) if You are unable to pay Your bills as they become due or otherwise insolvent. No payment subsequently accepted by Lend A Box shall in any way prejudice or affect the operation of this provision. In the event the agreement is terminated pursuant to this provision, You shall thereafter no longer be in possession of the Equipment with Lend A Box's permission or consent. Lend A Box may therefore retake possession of all of the Equipment without notice and for that purpose, enter upon any

premises belonging to or in Your occupation or control. In the event of a default or non-payment by You, Lend A Box may pursue all the rights and remedies accorded to Lend A Box under such circumstances, including but not limited to any remedy at law or in equity.

14. You agree that under no circumstances shall You sublease, rent, hire, lend, assign, pledge, encumber or otherwise part with possession of the Equipment.
15. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.
16. No forbearance or indulgence shown or granted by Lend A Box to You in any regard whatsoever shall constitute a waiver of any of the conditions to be performed by You or in any way affect, diminish, restrict or prejudice the rights and powers of Lend A Box.
17. Unless stated otherwise in this Agreement, if any of the provisions in this Agreement shall be deemed invalid, void, or for any reason unenforceable, such provisions shall be deemed severable and shall not affect the validity and enforceability of any remaining provision.
18. This is a Virginia Agreement. The parties to the Agreement agree to be bound by Virginia law. If there is a dispute between the parties, the parties agree to bring the action in a Fairfax County, Virginia court with Virginia law applying.

#### **D. PRIVACY POLICY**

This Privacy Policy discloses how Lend A Box (“Lend A Box”) and Lend A Box for Storage (“Lend A Box for Storage”) (collectively, “we” or “us”) collects, stores and handles the Personal Data (“Data” or “Personal Data”) of its Customers, including visitors to our websites, users of our web or mobile applications and customers employing our services (“customer” or “You”).

1. **Commitment to Personal Data Protection.** We are committed to protecting your personal and data privacy. To ensure that You can feel confident about supplying us with the Personal Data, we provide this Policy outlining our practices and the choices You have concerning the collection and use of your Data.
2. **The Data We Collect.** The types of Data that we collect will depend on the type of services and/or products being requested and/or offered to You. These may include certain information such as but not limited to your personal information, title, name, age, gender, date of birth, identification information, contact information, telephone numbers, physical address information, email address, fax numbers, credit card information, billing address and contact information, company name, business title and any other information which would be reasonably required for us to provide You with the services and/or products being requested and/or offered to You. We may obtain information regarding your location according to your Internet Protocol (IP) Address in to better serve You and provide information about our products and/or services most suited to You. We may also require copies of some documentation such as identification and/or passport copies or proof of address in certain circumstances. We may record telephone conversations between You and our staff for record keeping and training purposes.
3. **Purpose and use of Data.** We may use Data collected for one or more of the following purposes:

- a) Providing You with information, products and/or services as You may require from us or which we may offer to You;
  - b) Handling payments for any such information, products and/or services;
  - c) Dealing with any enquiries, customer service issues and/or complaints;
  - d) Managing any referrals that You have made to someone or that someone has made to You with respect to our company and/or services;
  - e) For use of the online services available through our websites or applications, by postal mail, through telecommunications channels or through any other form of communication;
  - f) Marketing of our services, research, promotions and/or any other form of managing the customer relationship with You;
  - g) Managing any part of the operations that are required to provide You with the products and/or services contracted from us or offered to You;
  - h) For any other incidental or associated purposes relating to any other purpose which You may agree to from time to time;
  - i) For the use of any of our subsidiaries, business associates and/or associated companies in connection with any of the points mentioned herein.
4. **Transfer and Disclosure of Data.** We may disclose and transfer Data to our subsidiaries, associated companies, business associates and other persons who we consider appropriate in connection with the services provided or to be provided to You and/or to inform You about our company's news, information and/or promotions regarding our products or services. We may also be required to disclose Data by law or court order or as requested by government or law enforcement authorities or administrative organs. Otherwise, the Data will be kept confidential and shall not be disclosed or transferred to other parties.
5. **Data Security.** To ensure the safety and security of Data provided to us, we have implemented numerous technical, physical and administrative control measures. We use industry standard Secure Socket Layer (SSL) protocol for data encryption which ensures that sensitive information such as credit card details is automatically converted into codes before being securely dispatched over the Internet. Data is accessible only by relevant parties as described within this Policy including in some instances third party service providers necessary to ensure a seamless and high quality service offering.
6. **How to Access and Correct Data.** You may request access to your Data and/or request corrections to your Data at any time. If You wish to obtain a copy of your data or wish to correct any of it, You may contact us by email at [hello@lendabox.com](mailto:hello@lendabox.com) or by postal mail to 4265D Brookfield Corporate Drive, Chantilly, VA 20151.
7. **Use of Cookies.** A cookie is a small piece of data containing information about You and your preferences that is sent from our website and transferred to your web browser while browsing our website. The use of cookies means that we are better able to serve You and/or maintain your

information throughout the website's pages within or across multiple sessions. Cookies may also be used for the purposes of analysis of usage and browsing information within the website. While most browsers automatically accept cookies, You are able to adjust the settings to block them in future. A website which is allowed to create a cookie is not able to access any other part of the computer and the cookie can only be read by the site that created it. We may also track certain actions taken through our website through the use of third party cookies, third-party vendor's use of first-party cookies, first-party identifiers, web beacons and similar technologies to collect or receive information from our website and elsewhere on the internet. Such information may be used for measurement services and ad targeting. You are always free to opt-out of such tracking, collection or use of information. Please refer to a site such as [aboutads.info/choices](http://aboutads.info/choices) or [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout) for further information.

8. This Policy may be amended from time to time and the latest version can be accessed at <https://lendabox.com/terms-conditions/>.

**E. ENTIRE AGREEMENT.** This Agreement and any written amendments or addenda executed at the same time as this Agreement, and any notices provided under this Agreement by Lend A Box or Lend A Box for Storage, set forth the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior Agreements, representations, and understandings, oral or written, with respect thereto. There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Lend A Box or Lend A Box for Storage or their agent is authorized to make any representations, warranties, or Agreements other than as expressly set forth herein. Except as otherwise provided herein, all modifications must be in a writing signed by all applicable parties.