

TERMS OF USE AGREEMENT

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

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

1. Definitions

In this Agreement:

- A. “**Good(s)**” means the items that you pack into Storage Boxes for storage by HaulBox Corp..
- B. “**Storage Box(es)**” means the storage boxes HaulBox Corp. supplies to you for the packing and storage of your Goods.
- C. “**Storage Service(s)**” means the storage services provided by or on behalf of HaulBox Corp. as described in Section 3 below.

2. Use of Our Site

A. Eligibility

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

B. HaulBox Corp. Site

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

C. HaulBox Corp. Accounts

Your HaulBox Corp. account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. If you open a HaulBox Corp. account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity

with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. By connecting to HaulBox Corp. with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify HaulBox Corp. immediately of any breach of security or unauthorized use of your account. HaulBox Corp. will not be liable for any losses caused by any unauthorized use of your account.

You may control your User profile and account settings by emailing us at help@HaulBox Corp. or call us at [\(800\) 525-6219](tel:800-525-6219). By providing HaulBox Corp. your email address, you consent to our using the email address to send you Site- and Storage Service - related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Site and Storage Services and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by emailing us at athelp@HaulBox Corp.. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

D. Site Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site in a manner that sends more request messages to the HaulBox Corp. servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Site; (vii) collecting or harvesting any personally identifiable information, including account names, from the Site; (viii) using the Site for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Site; (xi) accessing any content on the Site through any technology or means other than those provided or authorized by the Site; or (xii) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein.

3. The Storage Service

A. HaulBox Corp.

Subject to the terms and conditions of this Agreement, including without limitation the payment of all fees under this Agreement, HaulBox Corp. shall, upon request: (i) deliver one or more empty Storage Boxes to the address you designate as the delivery address (the "**Delivery Address**"); (ii) pick up the Storage Boxes that you have packed with your Goods from your Delivery Address; (iii) transport the Storage Boxes packed with your Goods to a storage facility (chosen at our discretion) for storage; and (iv) return the Storage Boxes packed with your Goods to the Delivery Address. The foregoing storage services shall be referred to under this Agreement as "**Storage Services**."

HaulBox Corp. will not deliver or return Storage Boxes to an address that is not in an active HaulBox Corp. delivery zone listed on our current [Delivery Zone List](#), unless we otherwise agree

to do so in writing. Times given for delivery, collection, and return are only estimates and HaulBox Corp. shall not be liable for any delay in delivery, collection, or return.

HaulBox Corp. may cancel or postpone any delivery, collection, or return of Storage Boxes in the event that HaulBox Corp. believes, in its sole discretion, that it may endanger any HaulBox Corp. employee, agent, contractor or other individual due to (including but not limited to) severe weather conditions or by reason of HaulBox Corp. having limited access to the Delivery Address.

You acknowledge and agree that HaulBox Corp. will not be responsible for: (i) dismantling or assembling any unit, system, or furniture (including flat pack); (ii) disconnecting, reconnecting, dismantling or reassembling appliances, fixtures, fittings or equipment; or (iii) packing Goods into Storage Boxes. HaulBox Corp. does not warrant that the storage facility used by HaulBox Corp. is a suitable place or means of storage for any particular goods, including without limitation, your Goods.

B. Your Responsibilities

You will be solely responsible for: (i) obtaining and ensuring that HaulBox Corp. or its carrier has such access to any parking as may be reasonably required to carry out the Storage Services; (ii) being present, or ensuring that someone authorized by you is present, during the delivery, collection, and return of the Storage Boxes; (iii) providing HaulBox Corp. with your contact details and ensuring that such contact details are accurate and up-to-date; (iv) ensuring that the Goods have been securely packed into Storage Boxes so as not to cause damage or injury or the likelihood of damage or injury to your Goods, HaulBox Corp.'s property, employees, agents, contractors, business partners, other goods, or other individuals, whether by spreading of dampness, infestation, leakage or the escape of fumes or substances or otherwise; (v) informing HaulBox Corp. immediately upon delivery of any damage to the Goods or your property that occurred during a delivery, collection or return service; and (vi) reimbursing HaulBox Corp. in full an amount equal to all damages, liabilities, costs, claims and expenses that HaulBox Corp. may incur as a result of your use of the Storage Service or any breach by you of this Agreement.

C. Storage Boxes

Storage Boxes will be supplied by HaulBox Corp.. As long as the Storage Boxes are stored with HaulBox Corp., the Storage Boxes are free of charge. However, if you fail to use the Storage Services to store the Storage Box within 15 days of delivery to you, you agree to pay HaulBox Corp. a fee of \$15.00 or other amount that reasonably reflects the cost of the Storage Box and expenses incurred by HaulBox Corp. in connection with the delivery of the Storage Box to you, as determined by HaulBox Corp.. Once you have paid for 1 complete month of storage of any Storage Box supplied by HaulBox Corp., the ownership of that Storage Box will transfer to you. After such Storage Box has been return delivered to you, you may keep, re-use or dispose of it as you see fit. HaulBox Corp. will only pick up Storage Boxes supplied by HaulBox Corp.; you cannot use your own storage boxes or other storage boxes that you did not acquire from HaulBox Corp. in connection with the Storage Services. No Storage Boxes, when packed, may exceed the maximum weight limit of 35 lbs.

D. The Goods

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

The Goods must not include and you must not store any of the following in any Storage Boxes or otherwise in connection with the Storage Services: antiques (whether or not breakable and fragile), perishable goods, firearms, explosives, used tires, plants, birds, fish, other animals, or any other living thing, arms or ammunition, any item which emits fumes, smells or odors, bullion (e.g., gold-silver), jewelry, currency, ivory, precious metals or stones, any drugs, illegal substances or goods, or goods or substances illegally obtained, combustible or flammable materials, liquids or compressed gases, diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents, chemicals, radioactive materials or biological agents, toxic waste, asbestos or other

materials of a dangerous or harmful nature, any other toxic, flammable or hazardous goods, or any other items, the possession, usage, or storage of which may detrimentally affect anything outside of your Storage Box or violate in any way the laws of the United States or any other applicable laws, rules, or regulations (collectively, "**Prohibited Goods**").

HaulBox Corp. or its contractors may at any time without notifying you open any Storage Boxes to inspect the Goods if HaulBox Corp.: (i) believes, in its sole discretion, that the Storage Boxes may contain any Prohibited Goods; (ii) is required to do so by the police, fire services, local authorities or by court order; or (iii) considers it necessary, in its sole discretion, in an emergency or to prevent injury or damage to persons or property.

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

E. Payment

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

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Site or Storage Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with HaulBox Corp. at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions. Any amounts not paid when due shall bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.

You may cancel your HaulBox Corp. account at any time; however, there are no refunds for cancellation. In the event that HaulBox Corp. suspends or terminates your account or this Agreement for your breach of this Agreement, you understand and agree that you shall receive no refund or exchange for any unused storage time, any license or subscription fees for any portion of the Site or Storage Services, any content or data associated with your account, or for anything else.

F. HaulBox Corp.'s Right to Withhold or Dispose of Goods

HaulBox Corp. shall have the right to withhold and ultimately dispose of some or all of the Goods in accordance with this clause if either: (i) you do not pay any applicable fees or any other payments due under this Agreement or (ii) you abandon your Goods, which will occur in the event your HaulBox Corp. subscription terminates or expires and you fail to take possession of your Goods within 45 days from the termination or expiration date, despite HaulBox Corp.'s or an applicable courier's good faith attempts to return your Goods.

You will be responsible for all storage charges and other associated costs reasonably incurred by HaulBox Corp. while withholding or disposing of the Goods. HaulBox Corp. will provide you with 45 days' written notice requiring you to pay all amounts due and contact HaulBox Corp. to arrange for re-delivery of the Storage Boxes. If upon the expiration of the 45-day notice period you have failed to pay all of the amounts due, HaulBox Corp. may dispose of some or all of the Goods by sale or otherwise.

If in HaulBox Corp.'s opinion the Goods cannot be sold for a reasonable price or at all (for any reason), or despite HaulBox Corp.'s reasonable efforts they remain unsold, you authorize

HaulBox Corp. to treat them as abandoned and to destroy or otherwise dispose of them at your cost. You shall be responsible for all costs reasonably incurred by HaulBox Corp. in relation to the disposal of the Goods. If HaulBox Corp. receives money on disposal of the Goods, the net proceeds of sale will be credited to your account and HaulBox Corp. will pay any excess amounts to you without interest, less HaulBox Corp.'s administrative charge of \$50.00.

If, after having made reasonable efforts to do so, HaulBox Corp. is unable to return any excess amounts received by HaulBox Corp. from the disposal of your Goods to you, including having given not less than 90 days' written notice to you, HaulBox Corp. may retain any such excess amounts for its own account. If the proceeds of sale (if any) are insufficient to discharge the outstanding charges or any other payments due to HaulBox Corp. under this Agreement and the costs of sale, you must pay any balance outstanding to HaulBox Corp. within 7 days of a written demand from HaulBox Corp.. Interest will accrue on the balance in accordance with the Payment Section above until the balance is paid in full.

H. HaulBox Corp.'s Limited Security Warranty

HaulBox Corp. agrees to provide you with a limited security warranty regarding your Goods as set forth in the terms and conditions of our [Limited Security Warranty Policy](#).

J. Termination

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

Upon termination of this Agreement for any reason you must contact HaulBox Corp. promptly to arrange for delivery of your Storage Boxes. If within 45 days following termination of this Agreement for any reason you fail to arrange for delivery of all of your Storage Boxes, then HaulBox Corp. may process the Goods in accordance with the provisions of the section titled "HaulBox Corp.'s Right to Withhold or Dispose of Goods" above.

4. User Content

Some areas of the Site may allow Users to provide content such as profile information, photos of Goods, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Site "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by sharing User Content through the Site, you agree to allow others to view, edit, and/or share your User Content in accordance with the functionality of the Site, your settings, and this Agreement. HaulBox Corp. has the right (but not the obligation) in its sole discretion to remove any User Content that is provided to or transmitted via the Site.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a

right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. HaulBox Corp. reserves the right, but is not obligated, to reject and/or remove any User Content that HaulBox Corp. believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

A. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Site and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

B. Your User Content and HaulBox Corp.'s use thereof as contemplated by this Agreement, the Site, and Storage Services will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

C. HaulBox Corp. may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

D. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

HaulBox Corp. takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Site. You shall be solely responsible for your User Content and the consequences of posting or publishing it. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that HaulBox Corp. shall not be liable for any damages you allege to incur as a result of User Content.

4. User Content License Grant

By posting any User Content on the Site, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to HaulBox Corp. a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and HaulBox Corp.'s (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Site a non-exclusive license to access your User Content through the Site, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under this Agreement.

5. Mobile Software

A. Mobile Software. We may make available software to access the Site via a mobile device ("**Mobile Software**"). To use the Mobile Software you must have a mobile device that is compatible with the Mobile Software. HaulBox Corp. does not warrant that the Mobile Software will be compatible with your mobile device. HaulBox Corp. hereby grants you a non-exclusive,

non-transferable, revocable license to use a compiled code copy of the Mobile Software for one HaulBox Corp. account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar Sites for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that HaulBox Corp. may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license [EULA](#), if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and HaulBox Corp. or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. HaulBox Corp. reserves all rights not expressly granted under this Agreement. If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS [252.227-7013](#)(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Software and the HaulBox Corp. Site.

B. Mobile Software from iTunes. The following applies to any Mobile Software you acquire from the iTunes Store (“**iTunes-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and HaulBox Corp., not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Site. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support Sites with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to HaulBox Corp. as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to HaulBox Corp. as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, HaulBox Corp., not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and HaulBox Corp. acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this

Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

6. Our Proprietary Rights

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

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

7. Privacy

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

8. Security

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

9. DMCA Notice

Since we respect artist and content owner rights, it is HaulBox Corp.’s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Site, please notify HaulBox Corp.’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;

3. Identification of the material that is claimed to be infringing and where it is located on the Site;
4. Information reasonably sufficient to permit HaulBox Corp. to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice
HaulBox Corp.,

Address: 308 West University Ave Gainesville FL, 32601

Telephone: [\(800\) 525-6219](tel:8005256219)

Email: copyright@HaulBox Corp.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying HaulBox Corp. and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with HaulBox Corp.'s rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, HaulBox Corp. has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. HaulBox Corp. may also at its sole discretion limit access to the Site and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Third-Party Links

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

11. Indemnity

You agree to defend, indemnify and hold harmless HaulBox Corp. and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your use of the Storage Services; (iii) your violation of any term of this Agreement, including

without limitation your breach of any of the representations and warranties above; (iv) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (v) your violation of any applicable law, rule, or regulation; (vi) any of your User Content or Goods, or any that is submitted via your account; or (vii) any other party's access and use of the Site or Storage Services with your unique username, password or other appropriate security code.

12.No Warranty

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

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

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

13.Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HAULBOX CORP., ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE OR STORAGE SERVICES. UNDER NO CIRCUMSTANCES WILL HAULBOX CORP. BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HAULBOX CORP. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY

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

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

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

The Site is controlled and operated from facilities in the United States. HaulBox Corp. makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

14. Business Failure

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

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

A. Governing Law. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or

threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

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

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

The arbitration will be conducted in Los Angeles, California, unless you and HaulBox Corp. agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing HaulBox Corp. from seeking injunctive or other equitable relief from the courts as necessary to protect any of HaulBox Corp.'s proprietary interests.

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

JAMS may be contacted at www.jamsadr.com and may require you to pay a fee for the initiation of your case unless you apply for and successfully obtain a fee waiver from JAMS. The arbitration will be conducted in Los Angeles, California (or the nearest JAMS office), unless you request an in-person hearing in your hometown or you and HaulBox Corp. agree otherwise. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees and your reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the court as necessary to prevent the actual or threatened infringement, misappropriation, or violation of such party's data security, Intellectual Property Rights or other proprietary rights. You may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process.

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

16. **General**

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

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

C. Notification Procedures and Changes to the Agreement. HaulBox Corp. may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by HaulBox Corp. in our sole discretion. HaulBox Corp. reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. HaulBox Corp. is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. HaulBox Corp. may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Site or Storage Services after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to use or access) the Site or Storage Services.

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

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

F. Contact. Please contact us at help@HaulBox Corp. with any questions regarding this Agreement.

This Agreement was last modified on 08/15/13.