

Terms & Conditions

Revised as of March 27, 2024.

Acceptance of Terms

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By accessing or using this Website or our Mobile Application, you confirm your agreement to be bound by these Terms and Conditions of Use (the “Terms”). If you are accessing or using this Website or our Mobile Application as an employee or representative of a company or organization, these Terms are binding upon both you individually and that company or organization, and references to “you” or “your” shall apply equally to you individually and such company or organization.

These Terms apply to all users of the Website and Mobile Application, as well as to participants in any purchases made at, or activities or services provided by us at, relating to, or in connection with trailers, facilities, or any other goods or services that you purchase, use or inquire about from us (the “Services”). Certain Services may also be subject to additional terms and conditions, whether on a particular Website, Mobile Application, or in a separate written or electronic agreement between you and us (“Supplemental Terms”). Supplemental Terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental Terms shall prevail over these Terms in the event of a conflict with respect to applicable Services.

We may change or revise these Terms from time to time, for any reason at our sole discretion. Changes or revisions to these Terms will be effective upon the posting of such updated Terms at this location. Your continued use of the Website, Mobile Application, or the Services after a posted change or revision in these Terms signifies your acceptance of any such change or revision. For this reason, please visit this page on a regular basis to ensure that you are familiar with the most recent version of these Terms. In the case of any violation of these Terms and Supplemental Terms, we reserve the right to seek all remedies available for such violation, whether by law, in equity or otherwise. Your failure to follow these Terms or Supplemental Terms may result in suspension or termination of your access to the Website, Mobile Application or the Services, without notice, in addition to other available remedies.

Privacy Policy

We respect your privacy and share your concern about its protection. Please review our [Privacy Policy](#), which also constitutes a part of these Terms and explains how we may collect, use and

protect information that we learn from or about you as a result of your use of the Website, Mobile Application, or the Services.

Account Information

If you access the Website or Mobile Application anonymously, you will not be required to create a user name. However, in order to access certain resources, you may be required to provide specific information and to create a user ID and password to establish an account (“Your Account”). You agree that the information you provide in connection with establishing any account is complete and accurate, and that you will keep your information up-to-date. You are solely responsible for the security of all of your user names, passwords and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to immediately notify us of any suspected or actual unauthorized activity regarding any of your accounts or other breach of security. We may, in our sole discretion, suspend or terminate Your Account or refuse the Services to you, without prior notice to you, at any time with or without notice and for any or no reason. Without limiting the above, if you are a repeat infringer or violator of the Terms or Supplemental Terms, we will, in appropriate circumstances, permanently terminate Your Account and prohibit your use of the Services. You have the right to cancel Your Account at any time. You may cancel Your Account by following the instructions on the Website, Mobile Application or contained in Supplemental Terms. Accounts terminated by us for any type of abuse, including a violation of these Terms, may not be reactivated.

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Certain features of the Website or Mobile Application may allow you to post, upload, transmit or submit certain materials, content, comments, suggestions, information or ideas to or through the Website or Mobile Application (“Your Content”). We do not ask for, nor do we wish to receive, any confidential, secret or proprietary information or other material from you through the Website, Mobile Application, by e-mail or in any other manner or form. By providing Your Content to us, you: (i) represent and warrant that Your Content is original to you, that you own or

otherwise control all of the rights in Your Content, or that you have the rights necessary to grant the license in this section; (ii) represent and warrant that Your Content does not violate any rights, including the rights of privacy, of any party and does not otherwise violate the law; (iii) grant to us and the Flex Parties a world-wide, non-exclusive, fully paid-up, royalty-free, unrestricted, perpetual, irrevocable, fully transferrable, assignable and fully sub-licensable (through multiple tiers) right and license to copy, reproduce, edit, modify, distribute, transmit, display, perform, make, have made, publish, sell, offer for sale, import, adapt, create derivative works from and otherwise use Your Content for any purpose that we may choose, in our sole discretion, and through any means or media, whether now existing or subsequently developed, and without any compensation to you or any third party (it being understood that the foregoing shall include the right to exploit any and all intellectual property or proprietary rights in Your Content including rights protected under applicable copyright, trademark, trade secret, patent and other laws throughout the world); (iv) agree that we and the Flex Parties will not be liable for any copying, reproduction, modification, adaptation, translation, collection, compilation, recompilation, preparation of summaries, abstracts, derivative works or materials, or any publication, distribution, display, disclosure, sale, licensing, or other use or commercial exploitation, of any ideas or other Your Content, or any tangible or intangible subject matter similar to, or using, incorporating, derived from or based on, any Your Content, in whole or in part; and (v) indemnify and hold harmless us and the Flex Parties for and against any and all claims, actions and damages (including court costs, legal fees, accounting fees and amounts paid in settlement) that are related to or result from your use of the Website, Mobile Application, Your Content or its posting on, or submission to, the Website, Mobile Application, or your violation of these Terms. You will cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. **IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS PARAGRAPH, PLEASE DO NOT SHARE, SUBMIT OR POST ANY OF YOUR CONTENT ON OR THROUGH THE WEBSITE.**

We cannot be responsible for maintaining Your Content, and we may remove your content from the Website or Mobile Application at any time, for any or no reason, and without notice to you. We reserve the right, but do not have an obligation, to monitor and review all materials posted to the Website, Mobile Application, or through the Website's or Mobile Application's services or features, by its users, and we are not responsible for any such materials. We have the right, but do not have the obligation, to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party. We further reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms, Supplemental Terms, or applicable law. We may also impose limits on certain features or restrict your access to part or all of the Website, Mobile Application, or their features or services, without notice or penalty if we believe that you are in breach of these Terms, Supplemental Terms, or applicable law, or for any other reason, all without notice or liability.

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If the use of the Website or Mobile Application by you or anyone using your account, in our sole discretion, violates these Terms or any other agreement or policy with us, is objectionable or unlawful, or interferes with, disrupts or degrades the functioning or use of any of our platforms or systems or other users then, without limiting any other right or remedy we may have, we may suspend, deny or restrict your access to any Website or Mobile Application (and to take any other action we deem appropriate to protect Flex Parties, our users and other Internet users). Without limiting the general policy stated above, you agree that, while accessing or using the Website or Mobile Application, you will not yourself, and will not induce, assist or cause others to, directly or indirectly, for any purpose and by any means or in any form or medium whatsoever:

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- Collect, compile or recompile any Website, Mobile Application, or any of their content, including any photographs, listings of Services, descriptions, references, images, terms of purchase or sale, prices or other data, information or other content obtained or derived from or through the Website;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity, whether actual or fictitious, including anyone associated with the Website, Mobile Application, the Flex Parties or otherwise affiliated with us;
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- Insert your own or a third party's advertising, branding or other promotional content into any Website or Mobile Application content;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Website through any means, including through means not intentionally made publicly available or provided through the Website or Mobile Application;
- Engage in any automatic or unauthorized means of accessing, logging-in or registering on the Website or Mobile Application, or obtaining lists of users or other information from or through the Website or Mobile Application, including any information residing on any server or database connected to the Website or Mobile Application;
- Use the Website or Mobile Application in any manner that could interrupt, damage, disable, overburden or impair the Website or Mobile Application or interfere with any other party's use and enjoyment of the Website or Mobile Application, including sending mass unsolicited messages or "flooding" servers;
- Use the Website, Mobile Application, or the Services in violation of our intellectual property or other proprietary or legal rights, or the rights of any third party;
- Use the Website, Mobile Application, or the Services in violation of any applicable law or for any unlawful purpose;

- Attempt (or encourage or support anyone else's attempt) to circumvent, reverse-engineer, decrypt, or otherwise attempts to derive the source code for the computer systems and other technology that operates or runs on the Website or Mobile Application;
- Access the Website or Mobile Application by any means other than through the interface that is provided by us. You specifically agree not to use any automated script or routine, including bots, or other means, to access the Website or Mobile Application; or
- Post, transmit, submit, publish or otherwise disseminate through the Website or Mobile Application any of Your Content or other material that, as we determine in our sole discretion: (i) is unlawful, harmful, harassing, false, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable, or infringes or misappropriates our or any third party's intellectual property, confidentiality or other rights; (ii) is derogatory or harmful to our reputation or any of our respective officers, members, employees, representatives, licensors, service providers, suppliers, visitors or users in any way; (iii) is harmful to children in any manner; (iv) is for the benefit of any third party; (v) is for purposes of any public or commercial use or exploitation, including use by or for the benefit of any competitor of the Flex Parties; (vi) consists of or contains any viruses, bugs, worms, Trojan horses or other harmful computer code; (vii) contains any impersonation, misrepresentation of your identity or the source or affiliation of the material or Your Content, or incorrect identification information; or (viii) consists of or contains any commercial solicitation, mass mailing, junk mail, spam, chain letter or political campaign material.

Additional access and use restrictions may appear elsewhere on the Website or Mobile Application or in Supplemental Terms. You agree to abide by such additional restrictions. The Website and Mobile Application are intended solely for your private and personal use on your computer or device. Any other use or any attempt to use the Website or Mobile Application for commercial or other purposes is strictly prohibited.

Service Purchases

All Service purchases that may be placed on or through the Website or Mobile Application are subject to our acceptance, in our sole discretion. Without limitation, this means that we may refuse to accept or may cancel any purchase whether or not the purchase has been confirmed, for any or no reason, in our sole discretion, and without liability to you or any third party. If your credit card has already been charged for a purchase that is subsequently cancelled by us, a credit shall issue to your credit card account for any service or service period not provided. We also reserve the right, in our sole discretion, to take steps to verify your identity to process your order. We will either not charge you or refund the charges for orders that we do not process. To the extent that our payment processing is undertaken by a third party on our behalf, such party's rights are the same as ours for purposes of this paragraph.

No warranties are made by the Flex Parties with respect to any of the Services that may be provided, featured, endorsed, sold or distributed on or through the Website. You agree that the Flex Parties are not liable or responsible to you with respect to any advice, activities, or Services that may be provided, featured, endorsed, sold or distributed on or through the Website or Mobile Application, including illegal, offensive or illicit materials or items, even if such materials or

items violate these Terms. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

We strive to provide accurate pricing information regarding the Services that may be available through the Website or Mobile Application. We cannot, however, insure against pricing errors. We reserve the right, at our sole discretion, to not process or to cancel any orders placed for a Service whose price was incorrectly posted on the Website as a result of an error. If this occurs, and to the extent possible, we will notify you by email. In addition, we reserve the right, at our sole discretion, to correct any error in the stated price or revise the pricing for Services offered through the Website or Mobile Application at any time. Unless otherwise noted, all currency references are in U.S. dollars.

YOU ACKNOWLEDGE AND AGREE THAT ANY CHARGES FOR SERVICES ORDERED THROUGH THE WEBSITE OR MOBILE APPLICATION ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

User Generated Content

Any and all information, comments, statements, links or other content placed on the Website or Mobile Application by visitors or users, including advice and opinions, are the views and responsibility of the poster and do not necessarily represent the views or opinions of the Flex Parties. We have the right but not the obligation to monitor and edit or remove any content. However, we do not necessarily verify, encourage, agree, endorse, support or sanction any of the content placed on the Website or Mobile Application by visitors or users, including comments, opinions, statements or links posted on forums, blogs, bulletin boards, social network sites or otherwise. We take no responsibility and assume no liability for any content posted by you or any third party. You agree that the Flex Parties are not responsible and shall have no liability to you with respect to any information, comments, statements, links, communications or other content posted by visitors or users to the Website or Mobile Application, including any offensive, defamatory, or illicit materials, even if such materials are in violation of these Terms. You shall not submit any content protected by any intellectual property or other third party right without the express permission of the owner.

To the extent that the Website provides users access to resources, including online tools, calendaring, email, bookmarks, other personalization features, or Service offerings, we assume no responsibility or liability for the accuracy or effectiveness of any such information or the timeliness, deletion, misdelivery or failure to store any user communications or personalization data or settings. All such risks shall be borne by you.

Linking to the Website

You agree that if you include a link to the Website: (a) such link shall open in a new browser window and shall link to the full version of an HTML-formatted page of the Website; (b) any text-only link must clearly be marked “Flex” or “Flex Storage”; (c) the appearance, position and other aspects of either the link or the host Website may not be such as to damage or dilute the goodwill associated with the Flex Parties' names or trademarks; (d) the appearance, position and other aspects of either the link or the host Website may not create the false appearance that an entity other than Flex is associated with or sponsored by us; and (e) you may not link directly to any Website Content, by, for example and without limitation, “in-line” linking or “deep-linking” methods, or in any manner causing the Website, or any page of the Website, to be “framed,” surrounded or obfuscated by any third-party content, materials or branding. We may, at any time and for any or no reason, require that any link to the Website be discontinued and removed and revoke your right to link to the Website.

We are not responsible for the information or materials contained on any Website that is not this Website. Links to this Website are provided for convenience of reference only and are not intended as an endorsement by us of the organization or individual operating a host Website or a warranty of any type regarding a host Website or the information on a host Website.

Text Messaging and Telephone Calls

When you use the Website, Mobile Application, or Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You agree that we may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with Your Account, including for marketing purposes. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from us at any time by contacting us as further specified in the Supplemental Terms or Privacy Policy.

Furthermore, with regard to text messages: Message frequency varies per user. Message and data rates may apply. Text HELP for help. Text STOP to unsubscribe. Carriers are not liable for delayed or undelivered messages.

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IN NO EVENT SHALL Flex PARTIES (INCLUDING THE RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, AND AGENTS OF ANY SUCH ENTITIES) TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED, IN THE AGGREGATE, THE SINGLE SUM EQUAL TO THE LESSOR OF: (A) THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE WEBSITE (OR MOBILE APPLICATION) OR FOR ANY OF YOUR ACTIVITIES ON THE WEBSITE (OR MOBILE APPLICATION) DURING THE THREE MONTHS IMMEDIATELY PRECEDING YOUR CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (US\$100).

Your Liability and Indemnification Obligations

You are solely responsible and liable for: (a) any breach of your representations, warranties, covenants or obligations under these Terms and for the consequences of such breach, including any resulting loss or damage incurred by the Flex Parties or third parties; (b) all activities that occur under Your Account; (c) maintaining the security, confidentiality and restricted, authorized use of all user names and identifications, passwords, and access codes to the Website or Mobile Application that are in your knowledge, control or possession; and (d) any and all actions and omissions by any of your personnel or other persons and entities under your control or for whose actions you may otherwise be held liable (it being understood and agreed that all such third party actions and omissions, which, if committed by you would constitute a breach of these Terms shall constitute a breach hereof as if directly committed by you).

You agree to defend, indemnify, and hold harmless the Flex Parties, its affiliates, licensors, service providers, and each of the foregoing persons' and entities' respective officers, directors, employees, representatives and agents, and all others involved in creating, promoting, or otherwise making available the Website, Mobile Application, or any of their content, and each of their respective successors and assigns, from and against any and all claims, actions, demands, costs, expenses, damages, losses and liabilities, including reasonable legal and accounting fees ("Claims and Liabilities"), that arise out of or in connection with, or result from, any of Your Content or your access to or use of the Website, Mobile Application, or any of their content, your breach of or noncompliance with these Terms or any Supplemental Terms, or your violation of any rights of any third party. We will attempt to provide prompt notice to you of any such Claims and Liabilities and we reserve the right to take exclusive control and defense of any claim, action or demand subject to indemnification by you, in which event you agree to cooperate fully with Flex Parties in asserting any available defenses.

No revocation, expiration or termination for any reason of any (or all) of the rights, licenses or privileges granted to you under these Terms shall affect Flex Parties' right to payment, as and when due, of any amounts payable by you to Flex Parties.

Copyright Infringement Claims

We respect the intellectual property rights of others and require our users to do the same. To notify us of your claim of copyright infringement with respect to any Website or Mobile Application content, please send a written communication to our designated copyright agent:

Copyright Agent
Flex Storage Inc.
78 SW 7th St
Miami, FL 33130
Email: support@flex.storage.com

Your notice must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Website are covered by a single notification, a representative list of such works at that Website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic 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 the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receiving a proper notification of copyright infringement as described above, we will remove or disable access to the allegedly-infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the counter-notification procedure, as described in, and required by, The Digital Millennium Copyright Act of 1998, 17 U.S.C. §512.

If we receive a valid counter-notification, we will restore the removed or disabled material after ten (10), but no later than fourteen (14), business days from the date on which we receive the counter-notification, unless our Copyright Agent first receives notice from you, as the party filing the original notification of copyright infringement, informing us that you have filed a court action to restrain infringement of the material in question.

Modification, Suspension and Termination

We reserve the right to modify, suspend or terminate, in our sole discretion, at any time, temporarily or permanently, for any or no reason and without notice to you, and without any liability to you, any portion of the Website or Mobile Application.

We may change products or services mentioned on the Website or Mobile Application at any time with or without notice.

Assignment

You agree that we may assign any of our rights, and transfer, sub-contract or delegate any of our obligations, under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

Law and Jurisdiction

Any dispute or claim relating in any way to your use of the Website, Mobile Application or any Flex Parties services will be resolved exclusively by binding arbitration pursuant to this section, rather than in court, except as specifically enumerated in subsection (1) titled CLAIMS NOT SUBJECT TO ARBITRATION, which follows below. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations in this agreement, as a court would. To the fullest extent permitted by law we each agree that:

1. **CLAIMS NOT SUBJECT TO ARBITRATION.** (a) Either you or we may bring in small claims court those claims that do not exceed the jurisdictional limits of the small claims court; (b) if deemed appropriate, we may utilize the courts to evict or otherwise remove your property from our; and, (c) Either you or we may pursue any self-help or other remedies and defenses provided in any applicable law, including without limitation New York State's Lien Laws. However, this exception does not include claims that are derivative or based on violations of any applicable lien law, including without limitation claims for unfair business practices, conversion, negligence, breach of contract, or other violations of state or federal law; any such claims shall be subject to arbitration under the terms of this arbitration provision unless brought in small claims court.
2. **CLAIMS SUBJECT TO ARBITRATION:** Other than as excepted above, any dispute, controversy or claim arising out of or relating in any way to your use of the Website, Mobile Application or any Flex Parties services, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of these Terms of Supplemental Terms as well as claims based on broken promises or contracts, torts, or other wrongful actions, shall be exclusively resolved by binding arbitration upon a party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to these Terms or Supplemental Terms, the complaining party shall notify the other party in writing thereof. Within thirty (30) days of such notice, representatives of both parties shall meet at an Flex Parties designated

location, unless an alternative location has been agreed to by the parties, to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Similarly, any permissible court proceeding must be initiated no later than one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

3. The arbitration shall be conducted by one arbitrator. If the parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with these Terms.
4. THESE TERMS DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AMERICAN ARBITRATION ASSOCIATION PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM AND PERMITTED UNDER THESE TERMS. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THESE TERMS.
5. The arbitrator shall have ten years of experience and, if available, experience in the industry of the services offered by Flex Parties and used by you.
6. The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association.
7. Unless the parties agree otherwise, the arbitration shall be conducted in the County of New York and State of New York.
8. Any disputes between the parties shall be governed by the laws of the State of New York, without regard to principles of conflict of laws.
9. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
10. Except as may be required by law, neither a party nor their representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.
11. The parties shall not be entitled to discovery in the arbitration except that any party shall be entitled to request no more than 100 pages of documents and to take two depositions not to exceed eight hours for each such deposition. Any and all documents exchanged in connection with an arbitration shall be considered and treated as confidential. In addition, any party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. Furthermore, any party shall be entitled to take the deposition of a witness who will

testify at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing.

12. The parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing.
13. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages. The arbitrators shall not be entitled to issue injunctive and other equitable relief. The arbitrator may award interest from the time of the breach to the time of award at the rate of 3%.
14. The arbitral tribunal shall not award costs and expenses. Each party shall bear all their own costs and expenses (including of its own counsel) involved in pursuing a claim, preparing and presenting its case.
15. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (4) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
16. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, THE PARTIES AGREE THAT THERE WILL NOT BE A JURY TRIAL. THE PARTIES UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Notwithstanding the above sentence, the Flex Parties shall have the right to apply for an injunction or other emergency relief in any jurisdiction.

You understand and agree that money damages would not be an adequate remedy for any breach by you of these Terms or Supplemental Terms and that the Flex Parties shall be entitled to equitable relief, including preliminary and permanent injunctions and specific performance, as well as recovery of court costs, expenses and reasonable attorneys' fees, if you breach or threaten to breach any provision hereof or thereof. Such remedies shall not be exclusive, shall be in addition to all other remedies available at law, equity or otherwise for your breach of these Terms or Supplemental Terms, and shall be available to the Flex Parties without requirement that it post any bond or prove any actual damages.

Entire Agreement

These Terms shall be deemed to include all other notices, policies, disclaimers and other terms and conditions contained in the Website or Mobile Application, including our [Privacy Policy](#), or specified in the Website or Mobile Application content.

These Terms constitute the entire agreement between you and us and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us, with respect to your use of the Website or Mobile Application and all matters relating to your access to, or use of, the Website or Mobile Application. A printed version of these Terms and of any notice given in electronic form shall be admissible in any and all

proceedings based upon or relating to these Terms to the same extent as other business documents and records originally generated and maintained in printed form.

If any part of these Terms is determined to be invalid or unenforceable under applicable law including the warranty disclaimers and liability limitations stated above, then the invalid or unenforceable provision(s) will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full effect.

Any rights not expressly granted in these Terms are reserved to the Flex Parties.

Non-waiver

No failure or delay of the Flex Parties to exercise or enforce any right, remedy or privilege shall constitute or result in any loss or waiver of that, or any other, of Flex Parties' right, remedy or privilege, in whole or in part.

Third Party Beneficiaries

Each of the Flex Parties service providers and licensors shall be third party beneficiaries to these Terms and the Supplemental Terms, and shall be entitled to directly rely on and enforce any provisions of these Terms or Supplemental Terms which confer a benefit on or rights in favor of the Flex Parties.

Survival of Terms

All provisions of these Terms and of the Supplemental Terms that consist of or relate to notices, ownership of intellectual or other property, confidentiality obligations, representations, warranties, limitations of liability, disclaimers, indemnification, dispute resolution, governing law, venue or jurisdiction, or any prohibitions or restrictions respecting any access to, use of, or other activities concerning the Website, Mobile Application, or any of their content, shall survive the revocation, expiration or termination, in whole or in part, of these Terms or the Supplemental Terms, or any license hereunder or thereunder, however and whenever occurring.

Miscellaneous

You represent and warrant that you have the unencumbered right to grant the rights granted herein and to enter this agreement.

For purposes of these Terms: (1) the singular includes the plural and the plural includes the singular; (2) "or" and "and" connotes any combination of all or any of the items listed; (3) any form of the word "include" shall be deemed to be followed by the words "without limitation"; (4) headings are merely for convenience and in no way modify, interpret or construe the intentions of the parties; and (5) whenever you are restricted from taking any action hereunder,

you are also restricted from directly or indirectly authorizing, permitting, or cooperating with a third party or affiliate to take such action.

Questions

You can address your questions or concerns regarding these Terms and Conditions of Use to support@flex.storage.com