

Terms and Conditions - Boxie24 Storage LLC

IN ORDER TO ACCESS OR USE OUR SERVICES YOU MUST FIRST READ AND ACCEPT THESE TERMS AND CONDITIONS OF USE. IF YOU ARE ACCESSING THIS WEBSITE AS AN EMPLOYEE OR REPRESENTATIVE OF A COMPANY OR ORGANIZATION, THESE TERMS OF USE ARE BINDING UPON BOTH YOU INDIVIDUALLY AND THAT COMPANY OR ORGANIZATION, AND REFERENCES TO "YOU" OR "YOUR" SHALL APPLY TO YOU INDIVIDUALLY AND SUCH COMPANY OR ORGANIZATION.

IN EXECUTING THESE TERMS AND CONDITIONS YOU ARE STATING THAT YOU ARE ABOVE THE AGE OF EIGHTEEN (18) UPON THE DATE OF EXECUTION.

IN EXECUTING THIS AGREEMENT YOU HEREBY STATE THAT YOU ARE THE SOLE OWNER/HAVE SOLE OWNERSHIP OF THE PROPERTY THAT WILL BE STORED WITH BOXIE24.

§ 1. Scope and definition

These terms apply to all Agreements between Boxie24 Storage LLC, hereinafter called 'Boxie24' and parties using our services for the storage of movable objects of the Customer, the sale and rental of transport boxes and other Goods provided by us at or in connection with, our storage facilities, full storage service, moving or transportation service, moving or any other Goods or services that you purchase or inquire from Boxie24 Storage, hereinafter called 'The Customer'.

Boxie24 storage facilities, storage boxes, products, applications or any other service is called 'the Service' and the Agreement between Boxie24 and the Customer is hereinafter called 'the Agreement'. All Goods stored in a Boxie24 facility or storage unit are referred to as 'the Goods'.

These terms are a legal agreement between you (the Customer) and us (Boxie24), and they contain important information on your legal rights, remedies and obligations. By accessing our storage location or website or using other applications in connection with Boxie24, you agree that you have read and understand and agree to be bound by these Terms and that you agree to comply with all applicable laws, rules and regulations. Additionally, by signing this legal agreement you (the Customer) agree to Hold Harmless, Boxie24.

§ 2. Purpose and use

1. The object of the Agreement is the collection, storage and return of the Customer's stored Goods in Boxie24's storage boxes, but also applies to the Customer's own cartons, single items and stored Goods in the storage rooms of Boxie24.
2. The contract is as follows: Boxie24 delivers the desired number of empty boxes to the Customer, at a Customer's appointed date (within 1-10 working days) Boxie24 collects the filled boxes from the Customer and transports them to Boxie24's warehouse. At the end of the storage term, Boxie24 transports the packed stored Goods back to the Customer and retrieves the emptied boxes at a date determined by the Customer (within 1-10 working days). The Customer can also use their own

cartons up to 82 gallons in capacity.

3. Boxie24 grants the Customer the right to use the contract for the sole function of storing allowed Goods.
4. The invoiced storage period begins on the day of collection of the filled boxes/cartons at the Customer's premises. It ends with the delivery of the boxes/cartons to the Customer. The contract term is initially three, six or twelve months depending on the tariff chosen. If the contract is not terminated within 24 hours prior to the end of the contract, the contract is extended by another day. The right to terminate the contract for an important reason remains unaffected.
5. The minimum storage quantity is 4 items.
6. The Customer must ensure that all Goods are packed well (using for example, air cushion film) so the Goods are not damaged (e.g., by impacts, loads, or temperature fluctuations), particularly in the case of sensitive Goods such as glass or porcelain. If individual boxes/cartons are not completely filled, the Customer must supplement the content accordingly with fillers, at his own risk. The Customer is held solely responsible for the packing and securing of the Goods.
7. Additional items up to the maximum dimensions listed can be transported and stored when they do not fit into a box. The Customer needs to ensure the item is packed correctly for transport and storage. The Customer is held solely responsible for ensuring the secure packaging of the Goods.
8. Each box/carton/item may only be loaded up to a maximum of 50 lbs and only in such a way that the cover closes without additional force. Heavier or overloaded boxes/cartons do not have to be transported by Boxie24 or come with an additional fee if the Customer notify Boxie24 48 hours in advance.
9. The Customer is responsible that the pick-up can be executed in a safe environment. Boxie24 can decline a pick-up, if the location is unsafe, which can include but not limited to; rotting wooden floors, contaminated apartments, dangerous roads, construction sites, risky staircases and other dangerous environments. Boxie24 can hold the Customer responsible for the pick-up fee, if Boxie24 declines the pickup due to safety measures.
10. The boxes may not be used for any illegal, criminal, tax evasion or immoral activities and the Customer is strictly forbidden to store the following Goods (including but not limited to):
 - cash money, credit cards, stocks and shares,
 - live animals and fur,
 - food and other perishable Goods,
 - toxics, radioactive material, fertilizer or other chemical materials (in solid, liquid or gas form)
 - jewelry, art objects, irreplaceable objects, objects with a special value,
 - weapons, explosives, firearms and ammunition, fireworks,
 - drugs, stolen or illegal items
 - pesticides
 - gas bottles or any other compressed gases and/or batteries, and any other corrosive materials
 - car or motorcycle wrecks (old-timers are allowed under strict rules)

- flammable materials or liquids, solids of gases
 - any other toxic, flammable, hazardous or illegal substances which can cause a threat to people's health, which also includes paint, asbestos, ammonia, bleach etc.
11. If the Customer violates any of the point mentioned in §2 point 10, the Customer shall be held responsible for any damages incurred by Boxie24. Please note that Boxie24 will not inspect or verify the Goods and their compliance with the terms of this Agreement.
 12. If Customer is suspected of being in violation of this Agreement, Boxie24 has the right but not the obligation to notify the competent authorities and allow these to open the storage boxes for verification purposes, all at the Customers' expense. Boxie24 may notify the Customer but it not obliged to.
 13. The Customer can, as far as Boxie24 does not claim a lien, order back the boxes/cartons at any time, take a look into the boxes/cartons that are being stored or change their content. This process works exclusively as follows: the Customer requests a temporary drop off from Boxie24 online. Boxie24 delivers the boxes/cartons to the Customer within one working day and retrieves them, when requested, after a previously agreed period. This provision shall not affect the periods of notice or the duration of the contract.
 14. Boxie24 is entitled to let third parties carry out the storage and transport of items.
 15. Each stored box/carton and any stored item that does not fit into a box is insured up to a maximum of \$100 of the time value in case of an incident or fire. However, in the event that is legally deemed an "Act of God", Boxie24 will not be held liable to the coverage of the Goods that are stored outside of our standard boxes.
 16. Should a return be not deliverable, instructions from the Customer will be collected first. If the Customer cannot be contacted, Boxie24 is authorized to open the boxes/cartons for the purpose of determining a contact possibility.

§ 2.1 Rules for storage per ft² and loose items

1. The contract is as follows: Boxie24 collects storage objects per ft² at a location specified by the Customer and transports them to a designated Boxie24's warehouse.
2. The shown storage sizes are approximates and any discrepancy between the size in the contract and the exact size of storage used does not give the Customer the right to a price alteration.
3. All points from §2 apply.

§ 2.2 Storage charges, fees, late payments, last minute cancellation, billing

1. The storage costs and any other charges the Customer may incur in connection with the contract, such as taxes and possible transaction fees, will be charged on a monthly basis to the selected payment method on the calendar day corresponding to the commencement of the paying portion of the contract of the Customer
2. The Customer can change the preferred payment method by visiting our website www.boxie24.com and clicking on the "Your Account" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do

not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method.

3. Storage costs remain the same for the first 6 months following the move-in date. After that period, Boxie24 retains the right to periodically review and amend the prices of the contract. However, any price changes or changes to the service plans of Boxie24 will apply to the Customer no earlier than 30 days following notice to the Customer.
4. If the storage costs and/or any other charges the Customer may incur in connection with the contract is not paid within 30 days of the due date, Boxie24 has the right to: terminate the contract and charge an additional monthly amount for the cost of protecting the Customer's stored Goods. Also, Boxie24 retains the right to consider the stored Goods as discarded and may proceed with the disposal of these stored Goods at Boxie24's discretions.
5. At the time of making a storage reservation, the Customer does not have a booking obligation and is free to cancel the reservation at any time.
6. After adding a payment method, which concludes the booking and the contract, the Customer can still cancel their booking, free of any charges, up to the commencement date of the contract - also referred to as the move-in date.
7. The contract requires a three-month minimum stay and payment commitment from the Customer. When the Customer wishes to terminate the contract before the end of the minimum stay, they can request a return of the stored Goods after settling the billing obligations of the minimum stay.
8. Boxie24 may proceed with the paper or electronic invoicing of the monthly storage charges and fees (using the email address specified by the Customer in case of electronic invoicing). If the Customers insist on getting paper invoices through the post, Boxie24 can and will charge a monthly fee for this service. In addition, Customer accepts e-mail as a proper and sufficient method of communication between the Customer and Boxie24, for all purposes.
9. If the payment of the monthly storage charge and fees is not received in full on the due date, Boxie24 may deny Customer to withdraw its stored Goods until such time that the total outstanding balance is settled. Boxie24 may also charge an administrative fee of \$25 after the 1st reminder notice and an administrative fee of \$50 after notice. Each subsequent reminder notice can lead to the reimbursement of additional debt collection costs.
10. The Customer agrees that in the event of a contract modification or contract cancellation prior to the move-in date, The Customer may owe an amount equal to the costs incurred by Boxie24. The remainder of the storage charges are always charged on the move-in date and these charges will be adapted according to the modification or cancelled. If any charges have been paid upfront by The Customer the amount shall be refunded by Boxie24 as soon as possible. However, any such refund will never happen by means of cash. Paid insurance fees will not be refunded.
11. If any storage charge or fee due under this Agreement is not paid within 30 days of the due date Boxie24 holds the rights:
 - (I) to open the boxes,
 - (II) to remove the Goods from the boxes without incurring any liability for loss or

damage arising by such removal,
(III) to charge the Customer the full costs of removal of the Goods from the Storage facility and storage costs elsewhere together with any repeated cost thereof should Boxie24 require that the Goods be moved at any time thereafter,
(IV) to terminate the Agreement and to charge a monthly occupancy fee in the meantime for an amount equal to the monthly storage charge,
(V) consider the Goods in the storage boxes as abandoned Goods and to dispose of these Goods at Boxie24' sole discretion.

The proceeds of any sale may be retained by Boxie24 and applied to discharge any expenses incurred by Boxie24 in exercising Boxie24's rights and any further sums owing to Boxie24 under this Agreement. The balance of the proceeds will then be refunded to the Customer. Nothing shall prejudice Boxie24's entitlement to payment of storage charges or any other sums due to Boxie24 hereunder whether or not Boxie24 has chosen to exercise any or all of its rights as set out above.

12. Customer agrees that all the Goods in the storage boxes shall be security for Boxie24's entitlement to payment of the storage charges, fee's and any other sums due to Boxie24, to the effect that withdrawal of the Goods in the storage boxes may be denied until such time as full payment is obtained. Customer also accepts that this security may lead to a loss of the ownership of the Goods in the Storage boxes. This also includes loose stored items.
13. Cancellations that shall be considered and referred to as, "Last Minute Cancellations" are cancellations that occur in less than 24 hours. In this occurrence, the customer shall be charged a fee of \$100.

§ 3. Rules specifically for the rental of boxes

1. The contract is as follows: the vendor delivers the desired number of empty boxes to the Customer. The vendor fetches the emptied boxes from the Customer at a date determined by the Customer.
2. If no rental period is agreed, the following applies: the rental period is two weeks. If the contract is not terminated within 24 hours prior to the end of contract, the contract is always extended by another week.

§ 4. Liability and liability limitations

1. The storage of Goods in the storage boxes is and remains always at the sole risk of the Customer. Boxie24 shall not be liable for any damage to the Goods whatsoever, nor shall Boxie24 be liable for any property damage or economic loss of the Customer. Outside the liability for material and legal deficiencies, Boxie24 shall not be held liable for the cause of the damage is based on intent or gross negligence. Boxie24 shall take no step to check whether the Goods are suitable for storage and whether the storage boxes are packed correctly as mentioned in §2.
2. Boxie24 accepts no liability for any loss or damage suffered by the Customer in the event the storage boxes are being used to storage inappropriate, illegal or unsafe Goods.
3. Boxie24 is limited liable for the slightly negligent breach of essential obligations (obligations whose violation hinder the achievement of the purpose of the contract)

and for the violation of cardinal obligations (an obligation whose fulfilment makes the proper implementation of the contract possible in the first place) limited to the replacement of foreseeable, typically occurring damage.

4. Boxie24 will allow inspections or controls by the local authorities in the storage facility when requested to do so and will not inform the Customer. The Customer is liable for any damage Boxie24 could suffer as a result of these inspections and controls. Boxie24 is not liable for indirect losses such as lost profit, lost reputation, lost opportunity in connection with these inspections.
5. The Customer agrees that given
 - (I) the fact the Customer is responsible for packing the boxes in a decent way
 - (II) the availability of insurance
 - (III) Boxie24 has no means of evaluating the Customer's risk
 - (IV) the potentially large discrepancy between the charges and fees paid by the Customer to Boxie24 and the damage the Customer may suffer, the exclusions and limitations of liability in this article 4 are fair and reasonable.

§ 5. Insurance

1. Boxie24 is limited liable as mentioned in §4 during the entire term of the Agreement. During the entire contract the Customer can, but is not obliged to conclude an Insurance. Without an insurance, any failure, loss or damage due to any cause shall be for the risk of the Customer. By not concluding an Insurance the Customer agrees to take full responsibility for any loss or damage that might occur.
2. A Customer is obliged to show evidence or proof of the value of the stored Goods at the time concluding the insurance. If no proof of value is provided to Boxie24, Boxie24 holds the right reject any claims coming from the Customer.

§ 5. General information

1. Boxie24 is only obligated to collect completely emptied boxes again. The contract term is extended accordingly if the boxes are not completely emptied.
2. For any unsuccessful delivery or pick-up, a standard fee of \$50 will be charged. However, the Customer is allowed to prove a lesser or no damage.
3. Boxie24 sets a storage service area per location on behalf of Boxie24. You may request a delivery of your personal items to a location that is not in The Customer's storage service area. Boxie24, may assist in the delivery of your personal items to an address outside the storage service area at pricing to be determined by Boxie24 and approved by you prior to delivery. Delivery will always happen on a predetermined date which has been clearly communicated to the customer. Business needs may cause a forced change to the delivery date, this change needs to be organized by Boxie24 and needs to be agreed upon by The Customer.
4. If a legitimate debt cannot be settled on the account of the Customer due to Customer's fault, Boxie24 will charge the Customer the costs incurred together with a lump sum of \$50. The same applies to Credit card chargebacks with the Customer's fault. However, in both cases the Customer is allowed to prove a lesser or no damage.
5. The Customer is entitled to setoff only if his counterclaims have been legally established or are undisputed or recognized by Boxie24.

6. The Customer can only exercise a right of retention, insofar as the claims result from the same contractual relationship.
7. If the Customer is a merchant, a legal person in public law or a public special fund, the following shall be deemed to be the exclusive court of jurisdiction for all disputes between the parties: under a US court, or for disputes of up to \$5,000 mediation applies. This also applies to claims other than contractual ones.
8. Boxie24 storage facilities in the US are climate controlled up to a temperature between 50°F and 90°F. Other than temperature, most Boxie's storage facilities do not offer complete climate controlled environments in which air flow, moisture level and heat is regulated. However, Boxie24 takes care of your stored possessions and reasonably helps to protect stored items in the best way it can. However, all safety measures taken by Boxie24 cannot guarantee mold and/ or mildew or similar microorganisms does not develop or leather and other stored goods will dry out. Therefore, we are not liable for any of these risks and by accepting these terms, you accept the risk mold could develop under these circumstances.
9. Boxie24 holds the right to change its Storage rules, Terms and prices, without notifying if it expands Boxie24's obligations or if the changes involve new services offered by Boxie24. Otherwise, Boxie24 will notify the Customer 30 days prior. If Boxie24 makes a change, it will notify its Customer by e-mail, postal mail or text message. The Customer is obliged to review the notice and the continued use of Boxie24's service will constitute as an acceptance of the change.

§ 7. Non compliance

1. When the Customer fails to comply with the terms described in this agreement, including the inability to pay any of the billing obligations in § 2.2, Boxie24 has the right to terminate the contract at any time.
2. In the case of the termination of contract between the Customer and Boxie24, the Customer will be informed and the stored Goods will be returned when all outstanding costs have been settled. A return fee applies.
3. When the Customer neglects billing obligations for a period longer than the due payment term outlined in §2.2, Boxie24 retains the right to transfer any billing obligations to a debt collector.

§8. Terminating the contract

1. The Customer can terminate the Agreement after three months in advance on a two weeks' notice. If the Customer terminates the Agreement beforehand, it is obliged to pay the full storage charges and fees up to three months.
2. If the Agreement is cancelled within three months and the stored Goods must be returned to the Customer a redelivery fee apply. If stored Goods must be returned to a different address than the pickup address a handling fee of \$400,- is being charged to the Customer.
3. The Customer is obliged to accept all stored items which are being redelivered to the Customer. In case of a damage or dispute between Customer and Boxie24, the Customer is obliged to accept all items to be returned. If Customer, for what reason, doesn't accept the stored Goods, the costs of removal or sale of the stored Goods or any other costs occurred will be at the expense of the Customer. Boxie24 is hereby

granted full authority by the Customer to sell Customer's Goods.

§9. Change of address and other notice

1. Boxie24 is allowed to use the address given, at its own discretion, for any notice or communication between Boxie24 and the Customer either by post or by e-mail or other (electronic) addresses provided by the Customer.
2. The Customer is responsible to inform Boxie24 on an address change, postal and electronic. This also included the telephone number given by to Customer to be reached on. The Customer is responsible to be reasonable reachable.
3. In case of an address change, the Customer is responsible for all extra costs and fee that can occur, when the Customer have not provided Boxie24 with the right information.

§10. Military Service

1. Any active member of the Military that is relocated to do changes in Military status, must notify Boxie24 within 30 days of their official notice. Once Boxie24 is notified and shown documented proof of due to Military relocation, Boxie24 will work with the Customer in an effort to modify the Customer's current contract to both parties mutual agreement.

Boxie24 Storage LLC, is a limited liability company with its registered

Registered Office

Boxie24 Storage LLC
2001 Summit Park Drive
Suite 300
Orlando, Florida 32810

New York Warehouse

Boxie24 Storage LLC
54 W 40th St
New York, NY 10018