

AAA Self Storage - Terms of Use

Last Updated: October 12, 2021

The following terms and conditions (the "Terms of Use") constitute a binding agreement between you and AAA Self Storage ("Company," "we," or "us") with respect to your use of all Company-owned websites, mobile applications, and domains, including www.aaa-selfstorage.com (collectively, the "Site"), and the services available on the Site (collectively, the "Services"), including any Content (as defined in Section 2 below). **BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SERVICES.**

THIS AGREEMENT ALSO INCLUDES A JURY TRIAL WAIVER.

1. **Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
2. **Lease Agreements; Additional Terms and Conditions.** All leases of our storage facilities will be governed by a separate written lease agreement, and any other purchases made through the Site may be governed by additional terms and conditions. Any other policies, rules, or guidelines that may be applicable to specific portions or features of the Services are incorporated into these Terms of Use.
3. **Reservations; Pricing.** You may reserve storage facilities through the Services. A reservation will guarantee your unit details, including the square footage, rate and potential savings; however, we reserve the right to cancel your reservation or make unit substitutions prior to you entering into a lease with us. All unit sizes are approximate, and facility features vary by location. You should contact individual locations to confirm features at a particular facility. Prices and selection of the Services generally match our retail prices and selection but may vary. Prices and offers are subject to change. Pricing, offers and discounts are subject to the terms of such offers and are available to new customers only and not for existing customers transferring units. All specials displayed or otherwise advertised are based upon unit availability, unit size, and any other additional terms provided in the offer. Other restrictions may apply including taxes and additional fees.
4. **Scope of and Restrictions on Use.** Subject to these Terms of Use, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the "Content"). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Company. You agree not to:
 1. collect information from the Services using an automated software tool or manually on a mass basis;
 2. use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
 3. reverse engineer, conduct penetration testing, or otherwise attempt to access or identify vulnerabilities in the Services;
 4. obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you;
 5. "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
 6. restrict or inhibit other users from accessing or using the Services;
 7. modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or in the Content; or
 8. access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.
5. **Ownership.** The Services (including the Content) are owned by Company and its licensors and are protected by copyright, trademark, and other applicable United States and international laws and treaties.

Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site are registered and unregistered marks of Company and its licensors. You acknowledge and agree that, as between you and Company, Company is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

6. **Account Registration and Security.** Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Company of any unauthorized use of your account, or any other breach of security to your account. We are not liable for any loss or damage arising from your failure to protect your username or password.
7. **Notice to Apple Users.** If you are accessing our Services on an Apple mobile device you acknowledge that these Terms of Use constitute a binding agreement only between you and AAA Self Storage. Apple is not responsible for the Services we provide, has no obligation for support or maintenance, and no other warranty obligations. Apple is not responsible for addressing any claims pertaining to the Services, including but not limited to, product liability claims, claims that the Service fails to conform to applicable regulatory requirements, and claims arising under consumer protection or similar legislation. You agree to comply with any applicable third-party terms when using the Service.
8. **Electronic Communications.** The communications between you and Company via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
9. **Privacy Policy.** You acknowledge and agree that all information collected by Company is subject to our Privacy Policy. By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
10. **Sweepstakes, Contests, and Games.** In addition to these Terms of Use, sweepstakes, contests, games, or other promotions (collectively, "Promotions") made available via the Services may have specific rules that are in addition to and/or different from these Terms of Use. We urge you to review the applicable rules before you participate in a Promotion. In the event of a conflict between these Terms of Use and Promotion rules, Promotion rules will control for the specific Promotion.
11. **Change and Suspension.**

1. Changes to the Services. Company reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Company will not be liable to you or to any third party for any such change, suspension, or discontinuance.
2. Suspension/Termination of Access. Company has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. In the event we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date your access or account was suspended or terminated.

12. Disclaimer; Limitation of Liability.

1. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR

THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

2. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 11.2, COMPANY IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO COMPANY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES IS AT YOUR SOLE RISK.
 3. **Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 11 may not apply to you.
- 13. Indemnification.** You agree to indemnify, defend, and hold Company and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.
- 14. Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that Company is not responsible for any Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.
- 15. Miscellaneous.**
1. **Geographic Restrictions.** Company is based in the State of Massachusetts in the United States. We make no claims that the Services or the Content are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
 2. **Governing Law; Jurisdiction and Venue.** These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Massachusetts.
 3. **Waiver and Severability.** Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.
 4. **Entire Agreement.** These Terms of Use, including our [Privacy Policy](#), constitute the sole and entire agreement between you and Company with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 16. Questions.** If you have any questions or comments about this Policy, please contact us using the following contact information:

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