

Terms and Conditions

Effective: 11/17/2020

Welcome to the website operated by MEGA STORAGE (the “Site”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY AFFECT YOUR RIGHTS. By accessing or using our Site in any way, you agree to abide by these Terms and Conditions, including the documents, policies, and guidelines incorporated by reference (collectively, the “Terms”). Certain services available through our Site may have their own terms and conditions that apply to your purchase or use of that particular service. The Terms do not alter in any way the terms or conditions of any other written or online terms and conditions or agreements you may have or will have with Public Storage, including the Rental Agreement for your storage unit or any other website terms and conditions with a Public Storage affiliate. To the extent there is any conflict between these Terms and the terms and conditions or agreements related to the services you have purchased, your Storage Rental Agreement or the online tools you use or subscribe to, those other terms and conditions or agreements will govern.

MEGA STORAGE and its affiliates provide their services to you subject to the following notices, terms, and conditions.

1. Promotions and Offers

All promotions and offers are subject to change. They are only offered at select storage facilities, depending on the offer, and are subject to availability. Restrictions, taxes, and fees, including administrative fees, apply. Please refer to each agreement for complete details.

Promotions are valid for new customers only unless otherwise specified. They are not available for transfers or additional spaces. Prices are subject to change. A reservation is required to guarantee the price. A reservation only guarantees the price and does not guarantee the availability of any unit.

Actual unit sizes may vary from approximate size estimates.

Please inspect any unit before renting.

Online pricing is only available for online reservations and rentals.

Not sure what size you need? Don't worry; online pricing discounts will be honored for any rental originating from an online reservation.

2. Trademarks and Service Marks

Other trademarks used or displayed on the Site are the property of MEGA STORAGE or third parties other than MEGA STORAGE that offer and provide products and services on or through the Site. MEGA STORAGE trademarks may not be copied or used, in whole, in part, or modified, without the prior written permission of MEGA STORAGE or, where applicable, its licensor or affiliate. In addition, MEGA STORAGE's custom graphics, logos, button icons, scripts, text, photographs, illustrations, and page headers ("Content") are covered by trademark, trade dress, copyright, or other proprietary rights laws and may not be reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") in their entirety. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos appearing on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by MEGA STORAGE. You may not use any meta tags or any other "hidden text" utilizing a Public Storage name, trademark, or product name without Public Storage's express written consent.

3. Links to Other Sites

Our Site may link to sites not maintained by or related to Public Storage. We provide these links as a service to our users. We do not sponsor or endorse these other sites, and we have not reviewed them. We are not responsible for the content of any other sites. You may access those other sites through links at your own risk. The Public Storage Terms and Privacy Policy do not apply to other sites. Please review the terms and conditions and privacy policy of any other site you may visit through a link on our Site. Such other sites may have terms and conditions and/or privacy policies that differ from those of Public Storage, and the other sites may provide less security than our Site.

4. Privacy Policy

MEGA STORAGE respects the privacy of its users. Please read our Privacy Policy, which explains our practices related to the collection and use of your information.

Information provided through or in connection with our Site. MEGA STORAGE's use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Site, you consent to the collection and use of this information as set forth in our Privacy Policy.

5. Authority to Use the Site

By using our Site, you represent that you are at least 18 years of age. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian

consent, and that you are fully able and competent to enter into the terms, conditions, representations, and warranties set forth in the Terms; otherwise, please exit the Site. Our Site is intended for use by our customers in Panama. Our Site is not intended for, and should not be used by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

The content, information, and materials contained on the Site and the Terms, policies, and descriptions appearing on the Site are subject to change. You accept sole responsibility for your use of the Site. Your use of the Site is limited to the intended functions of the Site. Unauthorized use of the Site, services, or systems, including but not limited to unauthorized entry into public storage systems or misuse of any information posted on the Site, is strictly prohibited. You may not use the Site or services in a manner that:

- (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including, but not limited to, publicity rights or other proprietary rights);
- (b) is unlawful, fraudulent, or deceptive;
- (c) uses technology or other means to access content or public storage systems in a manner not authorized by public storage;
- (d) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or Public Storage systems;
- (e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (f) attempts to gain unauthorized access to MEGA STORAGE's computer network or user accounts;
- (g) encourages conduct that could constitute a criminal offense or give rise to civil liability;
- (h) violates these Terms or any other Public Storage policy;
- (i) attempts to damage, disable, overburden, or impair Public Storage's servers or networks;
- (j) fails to comply with applicable third-party terms; or
- (k) is otherwise objectionable as determined in MEGA STORAGE's sole discretion.

6. Changes to the Terms or the Site

MEGA STORAGE may change or modify the Terms from time to time without prior notice other than posting the modified Terms on the Site. The modified Terms will

automatically become effective when posted on our Site. Your continued use of our Site after any changes to these Terms will constitute your consent to those changes. MEGA STORAGE reserves the right to change, modify, or discontinue, temporarily or permanently, the Site (or any part thereof), including any and all content on the Site, at any time without notice. You agree that Public Storage will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site (or any part thereof).

7. Registration, Password, and Security

Whenever you provide information to us on our Site, you agree to: (a) provide true, accurate, current, and complete information, and (b) maintain and promptly update such information to keep it true, accurate, current, and complete. If you provide information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current, or incomplete, MEGA STORAGE may, without prior notice, suspend or terminate your access to our Site and refuse any and all current or future use of our Site (or any part thereof).

If any part of our Site requires you to register or open an account, you may also be asked to choose a password and username. Select a password that is not obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account ID. You agree to immediately notify MEGA STORAGE of any unauthorized use of your password or account, or any other breach of security. Without limiting any rights that MEGA STORAGE may otherwise have, MEGA STORAGE reserves the right to take any and all actions it deems necessary or reasonable to ensure the security of the Site and your account, including, but not limited to, terminating your account, changing your password, or requesting additional information to authorize transactions.

Notwithstanding the foregoing, MEGA STORAGE may rely on the authority of any person accessing your account or using your password, and in no event and under no circumstances will MEGA STORAGE be liable to you for any liability or damages resulting from or arising from (i) any action or inaction by MEGA STORAGE under this provision, (ii) any compromise of the confidentiality of your account, or (iii) any breach of confidentiality of your account. You may not use another person's account at any time without the permission of the account holder. The security of your personally identifiable information is important to us. While there is no "perfect security" on the Internet, we will take reasonable steps to help ensure the security of your personally

identifiable information. However, you understand and agree that such steps do not guarantee that use of the Site is immune to all security breaches, and that MEGA STORAGE makes no guarantee, warranty, or representation that use of any of our Site is protected against viruses, security threats, or other vulnerabilities.

8. Telephone Communications and Agreement to Contact

You acknowledge that telephone calls to or from public storage may be monitored and recorded, and you consent to such monitoring and recording.

You verify that any contact information provided to MEGA STORAGE, including, but not limited to, your name, mailing address, email address, home telephone number, and/or mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number you provide to us. If any of your contact information changes, including your phone numbers, you agree to notify us before the change becomes effective by contacting the facility where your storage is located, by phone at , or electronically by logging into your account at .

You agree to indemnify, defend, and hold harmless MEGA STORAGE from and against any and all claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your failure to update your contact information (including your phone number), your voluntary provision of a phone number that is not your own, and/or your violation of these Terms of Use.

You acknowledge that by voluntarily providing your phone number to MEGA STORAGE, you expressly consent to receive prerecorded voice messages and/or robocalls or text messages from us related to offers, your account, any transactions with us, and/or your relationship with MEGA STORAGE. You also agree that Public Storage may obtain, and expressly agree to be contacted at, email addresses, mailing addresses, and phone numbers provided by you directly or obtained through other lawful means, such as bypass tracing. These phone calls and text messages may include, for example, confirmation of booking requests, changes to your account, and billing. You agree to receive calls and text messages even if you cancel your account or terminate your relationship with us, except if you opt out, as provided below. Consent to receive automated marketing calls/texts is not a condition of purchasing any goods or services. Calls or text messages to you may be made by or on behalf of MEGA STORAGE, even if your phone number is registered with any state or federal Do Not Call list. You acknowledge that you may incur charges for these calls or text messages from your phone provider and that MEGA STORAGE is not responsible for these charges. You may opt out of receiving automated calls or text messages at any time. To opt out of receiving

text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out. To opt out of automated phone calls (but not text messages), contact the facility where your storage unit is located, call (800) 567-0759, or send us a message via the "Contact Us" form at www.publicstorage.com. Please note that if you opt out of receiving automated calls, we reserve the right to make calls. Non-automatic actions related to your account, any transaction, account collection, or your relationship with us. Your obligations under this Section will survive the termination of these Terms and Conditions.

9. Copyright Complaints

10. Submissions to Mega Storage

You agree not to propose, publish, or submit to Mega Storage any new or proposed ideas, concepts, copies, proposals, inventions, methods, or techniques for new or proposed services or products (collectively, "Submitted Materials") through the Site. Should you do so, you hereby grant MEGA STORAGE a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use all Submitted Materials in any manner without compensation or attribution to you. You also grant MEGA STORAGE the right, at its sole discretion, to use your name in connection with the Submitted Materials and other information, as well as in connection with all advertising, marketing, and promotional material related to such material and information. Use of such Submitted Materials will not require permission from or payment to you or any other person or entity. You agree that Public Storage is under no obligation of confidentiality, express or implied, with respect to Submitted Materials. You agree that you will have no recourse against Public Storage for any alleged or actual infringement or misappropriation of any proprietary right in the Submitted Materials, and that by submitting any Submitted Materials to Mega Storage, including posting materials in any forum or interactive area on the Site, you irrevocably waive any and all "moral rights." You represent and warrant that you own or control all of the rights to the Submitted Materials you post, that the Submitted Materials are accurate, and that use of the Submitted Materials you supply does not violate these Terms and will not cause injury to any person or entity. You agree to make only lawful use of this Site. You agree not to post, upload, or transmit any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or

violate any law. MEGA STORAGE reserves the right to refuse to post any content or remove any content from the Site that violates these Terms.

11. Security

Violating the security of our Site is prohibited and may result in criminal and civil liability. MEGA STORAGE may investigate incidents related to such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, but are not limited to, unauthorized access to or use of data or systems, including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures; unauthorized monitoring of data or traffic; interference with service to any user, host, or network, including, but not limited to, mail bombing, news bombing, or other unauthorized use, except for the authorized use of aliases or anonymous remailers; and the use of manual or electronic means to circumvent any usage limitations.

12. Disclaimer of Liability

THE SITE AND ALL CONTENT, INFORMATION, MATERIALS, AND PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," UNLESS OTHERWISE SPECIFIED IN WRITING. MEGA STORAGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE CONTENT, INFORMATION, MATERIALS, AND PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY LAW, MEGA STORAGE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE AND THE SITE CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE. AT TIMES, YOU MAY EXPERIENCE DIFFICULTIES ACCESSING THE SITE OR COMMUNICATING WITH MEGA STORAGE VIA THE INTERNET OR OTHER WIRELESS ELECTRONIC SERVICES AS A RESULT OF HIGH INTERNET TRAFFIC, TRANSMISSION PROBLEMS, SYSTEM CAPACITY LIMITATIONS, OR OTHER PROBLEMS. ANY COMPUTER SYSTEM OR OTHER ELECTRONIC DEVICE, WHETHER YOURS, YOUR INTERNET SERVICE PROVIDER, OR MEGA STORAGE, MAY EXPERIENCE MINOR OUTAGES OR CAPACITY LIMITATIONS. MEGA STORAGE MAKES NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY OF INTERNET OR CELL OR DATA SERVICE ON YOUR DEVICE.

13. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEGA STORAGE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING ANY DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA, ARISING FROM THE USE OF OR INABILITY TO USE THE SITE OR THE PERFORMANCE OF PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, OR ARISING FROM ANY PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, LOSS OF DATA, OR OTHER DEFECT RELATED TO THE SITE OR THE SERVICES, EVEN IF MEGA STORAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. THIS IS A COMPLETE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT. YOU ACKNOWLEDGE AND AGREE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE SITE IN ANY WAY, YOUR SOLE REMEDY WILL BE TO DISCONTINUE USING THE SITE. NOTWITHSTANDING THE FOREGOING, APPLICABLE LAW MAY NOT PERMIT THE LIMITATION OF LIABILITY SET FORTH IN THIS PARAGRAPH. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. ACCORDING TO APPLICABLE LAW, YOU MAY HAVE RIGHTS IN ADDITION TO THE RIGHTS CONTAINED HEREIN. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN PUBLIC STORAGE'S AGGREGATE LIABILITY UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT WOULD OTHERWISE HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

YOU ACKNOWLEDGE AND AGREE THAT EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE CLAIM BETWEEN YOU AND MEGA STORAGE, AND THE LIMITATIONS SET FORTH HEREIN WILL APPLY EVEN IF ANY LIMITED REMEDY DOES NOT COVER ITS PURPOSE.

14. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless MEGA STORAGE, its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, liabilities, expenses, damages, and costs of any kind, including, but not limited to, attorneys' fees, arising out of or in any way related to your use of the Site.

15. Applicable Law

This site is created and controlled by MEGA STORAGE in Panama City. As such, the laws of the Republic of Panama will govern these Terms and all promotions and offers,

without giving effect to any principles of conflicts of law. We reserve the right to make changes to our Site and these disclaimers, terms, and conditions at any time.

16. Invalidity

If any provision of these Terms is deemed invalid, the remainder of these Terms will continue to apply. If any provision of these Terms is deemed unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms, and the remaining provisions will remain valid and enforceable.

17. Termination

MEGA STORAGE reserves the right, at its sole discretion, to terminate your account and restrict your use of all or part of the Site for any or no reason, without notice and without liability to you or anyone else. MEGA STORAGE also reserves the right to block users from certain IP addresses or device numbers and prevent access to the Site. These Terms remain effective even after your account is terminated.

18. Dispute Resolution

18.1 Notice; Process

Before filing a claim against us in any forum, you agree to first attempt to resolve the dispute informally by notifying us of your claim by emailing us at or sending a letter to the Department. The notice must specifically describe the nature of the dispute and the relief you are seeking. You will give us 60 days from the date we receive your notice to attempt to resolve the dispute. Either party may file a claim if the dispute is not resolved after 60 days.

18.2 Dispute Resolution

Both you and MEGA STORAGE agree that any dispute, claim, or controversy between you and MEGA STORAGE arising out of or in any way related to the relationship between you and MEGA STORAGE arising from the use of the website, including the use of the PS online bill payment service, will be determined by arbitration.

THE PARTIES agree to resolve any difference, disagreement, or controversy that may arise between them regarding the use of the website by arbitration of law, after an attempt at conciliation by the Panama Arbitration Conciliation Center of the Chamber of Commerce and Industries and in accordance with its rules of procedure.

19. Miscellaneous

These Terms constitute the entire agreement between you and us regarding the use of our Site, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to such subject matter. You agree that no joint venture, partnership, employment, or agency

relationship exists between you and us as a result of these Terms or your access to and use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the course of conduct, course of dealing between the parties, nor trade practice shall act to modify any provision of these Terms. MEGA STORAGE may assign its rights and obligations under these Terms to any party at any time without notice to you. Your rights and obligations under these Terms are not assignable by you without our written consent. These Terms do not provide any third party with any remedy, claim, or right to reimbursement. Except where the context otherwise requires, whenever used, the singular shall include the plural, the plural the singular, and the word "or" is used in the inclusive sense (and/or). The term "including" as used herein shall mean to include, without limiting the generality of, any description preceding such term (regardless of whether the term "including" is followed by words such as "but not limited to" or "without limitation" in some provisions, but not in others). The headings in these Terms are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of any of the provisions of these Terms.