

**YYC STORAGE INC.**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF STORAGE SERVICES**  
**Effective August 1, 2016**

*Please read the following storage agreement carefully and ensure you understand it as it is an important legal document between YYC Storage Inc. (“we”, “our”, “us”, or “YYC Storage”) and each user of our services (“you”, the “user” or the “Customer”). If you are a consumer, references to you are to the individual using our site and services for private and non-commercial purposes. If you are a business, references to you are to the business that you have the authority to bind in accordance with Section 23 (a) below.*

*This storage agreement, together with our Privacy Policy and Website Terms of Use (incorporated by reference) outlines our legal terms and conditions (the “Terms”) under which we agree to provide any of our services (the “Services”, as more fully detailed herein and on our website, print and virtual materials). Collectively, we refer to the Storage Agreement, Privacy Policy and Website Terms of Use as the “Agreement”.*

*We make our Services available only if you accept all policies and terms of the Agreement, and by using our Services you agree to be bound by the Agreement.*

*We recommend you print or save a copy of the Agreement for future reference.*

*We may amend the Terms from time to time as set out in Section 15 (Our Right to Vary the Agreement). Every time you wish to order services, please check these Terms to ensure you understand the applicable terms at that time. These Terms were most recently updated on August 1, 2016.*

**1. IMPORTANT DEFINITIONS**

- a. **“YYC Storage”, “we”, “our” or “us”** refers to YYC Storage Inc., a company incorporated pursuant to the provincial laws of Alberta, Canada with our registered office at 2400, 525-8th Avenue S.W., Calgary, Alberta, T2P 1G1;
- b. **“Website”** refers to [www.yycstorage.ca](http://www.yycstorage.ca) and any subdomains, as applicable;
- c. **“Customer Account”** means a customer account which has been opened by you through our site in respect of the Services and is identified by way of an allocated account number generated by us;
- d. **“Item”** refers to each YYC Storage Box, Filing Box, Wardrobe Box, Unboxed Item, Customer Box, or Other Item that you are or will be storing with us;
- e. **“YYC Storage Box”, “Filing Box” and “Wardrobe Box”** each refers to a box provided by us to you to be used for storage purposes, as further detailed on our Website;
- f. **“Unboxed Item”** refer to unboxed items we agree to store with us but do not fit in a YYC Storage Box, Filing Box, or Wardrobe Box, with a maximum size as further detailed on our Website;
- g. **“Other Item”** refers to an item that does not fit the description of YYC Storage Box, Filing Box, Wardrobe Box or Unboxed Item;
- h. **“Customer Box”** refers to any box or container provided by you that we may choose to store with us, at our discretion, and which we may define as a YYC Storage Box or Unboxed Item;
- i. **“Box Items”** means the items stored in one YYC Storage Box, Filing Box, Wardrobe Box or Customer Box;
- j. **“Return Request”** means a request by you for us to return the Items to you from our storage facility;

- k. **"Tax"** means general sales tax, provincial sales tax or harmonized sales tax, as applicable;
- l. **"person"** refers to a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- m. **"Order"** means each separate order placed through your Customer Account for a specific number of Items;
- n. a reference to a party includes its successors or permitted assigns;
- o. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted;
- p. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- q. a reference to writing or written includes e-mails.

## 2. ELIGIBILITY

In order to register for a Customer Account and use the Services, you must:

- a. be eighteen (18) years of age or older;
- b. accept and comply with the Terms; and
- c. be the owner of any Items you choose to store with us or have the permission and authority from the owner of the Items to use the Services.

## 3. REGISTRATION

As part of the registration process, you will either create access credentials in the form of a unique email address and password, or sign-up using your Facebook, Google Plus, Twitter or similar account. By clicking "I ACCEPT" and completing the registration process you represent that: (i) you are eligible to use the Services under Section 2 (Eligibility) and enter into the Agreement, (ii) all information you provide is accurate and is yours, or you have the right to provide it, and (iii) that you intend to enter into the Agreement, and you agree to all of the terms and conditions stated therein.

As a registered Customer, you are solely responsible for maintaining the confidentiality of your email address and password and other account details. Since this information allows access to your account, which includes your personal information and payment details, you must keep it as much to yourself as you would keep any credit card number or personal identification number. You agree that you shall immediately notify us in writing or by electronic mail to [hello@yycstorage.ca](mailto:hello@yycstorage.ca) of any lost, stolen or suspected unauthorized use of your email address, password or Customer Account.

## 4. PACKING, PICK-UPS AND DELIVERY

### Pick-ups and Deliveries

- a. We reserve the right to refuse to service a Customer or an address at our sole discretion, reasons for such refusal including location or employee safety.
- b. We will not pick up or deliver Items to an address which is not within one of the serviced postal codes specified on our site and as updated from time to time, unless we agree to do so in writing.

- c. If you are a consumer, we will only deliver or collect Items from or to your private residential address. If you are a business, we will only deliver or collect Items from or to your office/business address. Deliveries or returns to any other address are subject to our approval.
- d. If your delivery address has an elevator, we will deliver or collect Items from or to any level serviced by such elevator, provided that the Items are capable of being transported in such elevator. If your delivery address does not have an elevator, or that elevator does not service the level from or to which the Items are to be delivered or collected, we will deliver or collect Items from or to any level up to and including the fourth floor above ground level and down to and including the fourth level below ground level of your delivery address. We may deliver to levels either higher than the fourth level above ground level or lower than the fourth level below ground level at our discretion and with our written approval.
- e. Times given for delivery, collection or return are estimates only and we shall not be liable for any delay in delivery, collection or return.
- f. Where necessary, you must ensure that we and/or our contractors have such access (including free parking facilities) as may be reasonably required to carry out the Services.
- g. You or your authorized representative (as specified in the Order) must be present during the delivery or pick-up of Items unless you have arranged with us to deposit or pick up Items that are either unattended or with a third party. In such cases where we agree to leave Items or materials unattended, you accept full responsibility for any loss, theft or damage to the Items or materials.

#### **Packing**

- a. You are responsible for ensuring that any Box Items are securely and safely packed into the appropriate box, and that Unboxed Items or Other Items are prepared for transportation and storage, so as not to cause any damage or injury to:
  - i. the Items;
  - ii. any YYC Storage Box, Filing Box or Wardrobe Box;
  - iii. our property, employees, agents or contractors; and/or
  - iv. any other items, property or person;
- b. You must ensure that all YYC Storage Box, Filing Box, Wardrobe Box and Customer Box lids or flaps can be shut flat once packed. The delivery or collection driver may refuse to accept a box that does not shut flat and/or require you to purchase additional boxes;
- c. Where applicable, we recommend you ensure that any box is appropriately secured, whether using the tamper-proof, signable plastic seals provided with each YYC Storage Box, Filing Box, Wardrobe Box or another apparatus provided by us or you;
- d. We accept no liability with respect to the proper functioning of locks, ties, or seals that you provide to secure any box or item; and
- e. Where materials are provided by us to you for securing, labelling or packing your items, we shall provide appropriate instruction on their use.

#### **Weight and Size Restrictions**

- a. Our drivers or subcontractors have absolute discretion on the weight of Items that will be accepted. Specifically, any Item that is too heavy to be (i) appropriately or safely transported; or (ii) to be moved or stored without damaging the Item may be rejected or alternate arrangements made for transport and storage of the Item;
- b. Box Items stored in our YYC Storage Boxes shall not exceed sixty (60) pounds per box;

- c. Use of a Customer Box is only permitted with our express approval and may be subject to appropriate fees based on size and weight at our discretion; and
- d. With respect to Unboxed Items and Other Items:
  - i. Our website provides guidelines on the maximum size of an Unboxed Item and examples of such Items, and additional charges may apply for an item we deem does not fit this category;
  - ii. We reserve the right to amend your classification of any Item based on our estimation of size and weight and charge appropriate fees above those listed on our website; and
  - iii. We reserve the right to reject any Items we deem unsuitable for storage at our facility.

## 5. ITEMS

- a. You shall ensure that, throughout the term of this Agreement, the Items are and shall remain your property, or that you have the permission and authority of the person who owns the Items to use the Services in relation to the Items;
- b. You shall ensure that all taxes and duties have been paid on the Items and you shall reimburse us against all duties and taxes that we may be required to pay in respect of the Items;
- c. You shall be responsible for any breach of Canadian and/or U.S. Customs' regulations relating to the Items and you shall be responsible to us for any losses we suffer relating to any actions, proceedings, costs, claims and demands arising out of any breach, non-observance or non-performance of this section; and
- d. We reserve the right to refuse to collect, store or deliver any Items in our sole and absolute discretion if we believe that (i) the Items do not conform with this Agreement in any manner, or (ii) doing so would put the safety or security of any person or property at risk.

## 6. PROHIBITED ITEMS

You agree that the Items or their contents that you store with us will not include any of the following:

- a. any YYC Storage Box, Filing Box, Wardrobe Box or Customer Box with Box Items with aggregate value in excess of C\$250 (unless you agree to accept all liability for Box Items in each box above C\$250 in aggregate per box under the terms of Section 12 (Limitation of Liability)), such as but not limited to bullion (gold-silver), jewellery, currency, ivory, precious metals or stones, and antiques;
- b. Unboxed Items or Other Items with a value in excess of C\$250 (unless you agree to accept all liability for such Items above C\$250 per Item under the terms of Section 12 (Limitation of Liability))
- c. a combination of Items exceeding C\$2,500 of value per Customer (unless you agree to accept all liability above \$2,500 of stored items per Customer, subject to the above maximums of C\$250 per Item);
- d. Box Items with an aggregate weight exceeding 60 pounds per YYC Storage Box;
- e. fine art or fine wine (such as that may be sensitive to movement or small temperature fluctuations);
- f. food or perishable items;
- g. any living or previously living creature;
- h. weapons, arms or ammunition;
- i. any item which emits fumes, smell or odour;
- j. illegal substances or items illegally obtained (including any drugs);

- k. combustible or flammable materials, liquids or compressed gases, diesel, petrol, oil, gas, artificial fertilizer or cleaning solvents;
- l. chemicals, radioactive materials or biological agents, toxic waste, asbestos or other materials of a dangerous nature;
- m. any other toxic, flammable or hazardous items;
- n. dangerous goods as defined in the Transportation of Dangerous Goods Act (Canada); or
- o. any other items, the possession, transport or storage of which contravene in any way the laws of Canada or any other applicable regulations.

We strongly recommend against storing any official personal documents (such as passports, driver licenses, credit card, visas, birth or marriage certificates, etc.) or anything that contains personally identifiable information, such as date of birth, social insurance number, mortgage number, or a bank account number. We also recommend against storing fragile Items or Box Items.

In the event any Items stored with us are in breach of this Section 6 (Prohibited Items), we shall be entitled to open, return, pass to any law enforcement authority or government agency (including the police and fire service), or by court order, destroy or otherwise dispose of the Items as we (in our absolute discretion) see fit and we shall have no liability to you in respect of such Items. You shall be responsible for all resulting costs, expenses and losses incurred by us and shall pay such amounts to us on demand.

## **7. OUR RIGHT TO ACCESS, INSPECT OR MOVE YOUR ITEMS**

Your privacy is important to us, and we do not intend to access or investigate the contents of any YYC Storage Box, Wardrobe Box, Filing Box or Customer Box or other Item at any time while the Items are being collected, stored with us, or delivered. However, we or any of our contractors may open or investigate any Items and their contents at any time, without incurring any liability to you, if:

- a. we reasonably believe that the Items contain any of the Prohibited Items outlined in Section 6;
- b. we are required to do so by any law, court order or competent authority, including the police or fire services (such as a search warrant);
- c. it is necessary to do so to prevent damage or injury to persons or property; and/or
- d. we reasonably believe that inappropriate packing materials have been used to package the Items to such extent that we believe damage may occur to the Items.

After picking up your Items, we will store your Items at a YYC Storage facility; however, you acknowledge and agree that at any time while you are storing Items, we shall have the right, at our sole discretion, to move your Items to another YYC Storage facility in the City of Calgary or to move Items as needed within a facility. Any decision by us to move your items will not affect your financial obligations to us during the course of your time storing with us or our obligations to return your items upon request.

## **8. RESTRICTIONS ON YOUR USE OF THE SERVICES**

You must not:

- a. use the Services or our site except as expressly permitted by the Agreement;
- b. use or interact with the Services in any unlawful or fraudulent way or for any unlawful or fraudulent purpose;

- c. disrupt, damage or interfere with the Services or our site in any way; or
- d. offer in any manner, sub-license or re-sell the Services, use of or access to the Services, to a third party, for any reason whatsoever without our prior written consent.

You acknowledge that any YYC Storage Boxes, Wardrobe Boxes, Filing Boxes or other materials provided by us to you are our property, and shall be used by you only for the purpose of using the Services in accordance with this Agreement and any Order. Nothing in this Agreement, nor any representation made by any of our representatives, will have the effect of transferring ownership of any of these materials to you or any other third party without our explicit written consent. You acknowledge that you may face additional charges as detailed in Section 10 (Additional Fees and Penalties) for lost, stolen or damaged materials provided by us to you.

## 9. PAYMENT AND CHARGES

The charges for the Services are set out when you place an order (the **"Order"**) based on the number and type of Items you elect to store with us. If, on arrival of the delivery driver pursuant to your Order, you elect to store more or less Items than the number specified in your Order, the charges will be amended accordingly and a receipt confirming the same will be sent to you within a reasonable period following the pickup of your Items.

**Monthly Fees.** Your use of the Services is on a rolling monthly basis, with charges for the Services payable by credit card in advance as follows:

- a. charges for the first month's storage will be payable on the date on which your Items, having been collected pursuant to an Order, are received by our driver (the **"Initial Payment Date"**);
- b. thereafter, charges for subsequent months' storage will be payable in advance on the day of each month that corresponds to the Initial Payment Date (in other words, you will pay us once each month based on your Initial Payment Date), provided that, if there is no such corresponding day, the corresponding day shall be deemed to be the last day of each month; and
- c. in the event you place an Order for which we have provided you with YYC Storage Boxes, Filing Boxes or Wardrobe Boxes, we will deem the Initial Payment Date to begin on the earlier of (a) above, or two (2) weeks following your receipt of the boxes. If your Order consists solely of Unboxed Items, Other Items or Customer Boxes, we will determine the initial payment in the manner of (a) above.

**Delivery Fees.** If you request that we return any or all of your Items (a **"Return Request"**), we will charge you a fee of \$12.50. This fee is payable on the date that you receive the Items. We may from time to time, at our sole discretion, waive or discount this fee, but we are under no obligation to do so.

**Tax.** All charges are inclusive of Tax. If the rate of Tax changes, we may adjust the Tax you pay on the charges, such adjustment becoming effective as from the effective date of the change in the rate of Tax.

**Amendments.** We may review and amend our monthly charges from time to time, with such amended charges:

- a. taking effect immediately in respect of new Orders; and
- b. to apply after you have been notified by email (to the email address specified in your Customer Account) at least 14 days prior to your following monthly bill in respect of existing Orders, and shall take effect from that monthly bill. If you do not agree to any amended charges you may terminate this Agreement within such 14 day period.

You shall pay all amounts due under the Order in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

## 10. ADDITIONAL FEES AND PENALTIES

In addition to the charges specified in Section 9 (Payment and Charges), we may charge reasonable additional fees if any of the following events take place:

- a. **Late or Failed Payment.** If, on the third attempt to bill the credit card you provided in the Registration process, we cannot successfully authorize a payment, we may charge a late or failed payment fee in the amount of \$25. Although it is your responsibility to ensure your credit card information on file is up to date at all times, we will endeavour to contact you after the first failed payment to remedy the situation;
- b. **Stolen or Damaged Box.** If, while in your possession, a YYC Storage Box, Filing Box or Wardrobe Box is substantially damaged or lost, we may charge a stolen or damaged box fee of \$30 per stolen or damaged box;
- c. **Unreturned Box.** If, after we receive a Return Request for a previously stored YYC Storage Box, Filing Box, or Wardrobe Box, you do not schedule a time for us to pick up or re-store the empty boxes within two (2) weeks of receiving your Items, we may charge a unreturned box fee of \$30 per unreturned box.
- d. **Missed Appointment.** If we attempt to make a delivery or pickup and you do not provide more than one hour's notice and are not available to receive the delivery or pickup, we may charge a missed appointment fee of \$20.

We may, at our sole discretion and with respect to specific situations, waive or reduce any of the above fees, but we are under no obligation to do so. We will endeavour to resolve any of the above situations with you directly prior to charging any fees.

## 11. FAILURE TO PAY

In the event that you do not promptly pay all sums (including interest) owing from you to us when payable ("Debt"), the *Warehouse Receipts Act* (Alberta) and the *Warehousemen's Lien Act* (Alberta) generally provide us with the right to exercise a lien over the Items for the Debt until payment of the Debt in full has been received by us (the "Lien").

After we exercise the Lien:

- a. you shall pay us fees and charges at the same rates as under these Terms and, if the Agreement has been terminated, the relevant rate at which such fees and charges will be payable by you shall be the rate which was payable immediately prior to termination; and
- b. in default of the prompt payment of the Debt, you authorize us:
  - i. to access and inspect the Items, including any Box Items; and
  - ii. to hold onto and/or ultimately dispose of some or all of the Items in accordance with this Section 11 (Failure to Pay).

In the event that the Debt is not paid after its due date for payment, we shall be afforded with the general right, in accordance with the applicable legislation, to do the following:

- a. sell the Items and transfer all ownership to the Items to the purchaser of the Items in accordance with applicable legislation;
  - i. before we sell the Items, we shall give you notice in writing (provided in accordance with Section 21 (Notices)) of, among other things, the amount of the Debt at the date of the notice;
  - ii. we may use the proceeds of sale to pay the costs incurred by us in selling the Items, paying the Debt, paying other lien claimants, paying each claimant with a perfected security interest in the

- Items, and to hold any balance for you (with no interest accruing to you on the balance), such balance (if any) to be returned you following the sale of the Items;
- iii. if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and the Debt, you must pay any balance outstanding to us within seven (7) days of a written demand from us, which shall set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made;
  - iv. we may sell the Items by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale; or
- b. retain the items in lieu of a sale in full and final satisfaction of the Debt.

If the Items cannot reasonably and economically be sold as set forth above (for any reason whatsoever) or they remain unsold despite our efforts for a period exceeding that required under applicable legislation, you authorize us to treat them as abandoned by you and to either retain the Items in full and final satisfaction of the Debt or gift them to a charity of our choice.

You will pay our reasonable costs incurred in administering the Debt collection and sale process described in this Section 11. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for our own time.

Without limiting any of our other rights or remedies, if you fail to pay any of the charges due to us by you under this Agreement within 15 days of their due date for payment, such outstanding amounts shall incur interest at a rate equal to the Prime Rate of our bankers plus 3%, calculated from the date that payment became due up to and including the date that payment is made of both the outstanding amounts and any interest accrued thereon.

## **12. LIMITATION OF LIABILITY**

We will endeavour to transport and store your items with commercially reasonable care and skill, and to maintain appropriate climate control, cleanliness, and mold and pest control initiatives in our facility. By using our services, you acknowledge and understand that your Items will be moved from time to time and must be packed appropriately for transport and storage.

You acknowledge that we are not aware of the value of the Items, and we recommend that you arrange insurance to cover the Items. You must inspect the Items following the return of the Items from our storage facility and, if you believe that the Items are lost or damaged in any way, you must promptly inform us about such loss or damage as soon as reasonably possible, and we reserve the right to inspect and take pictures of any alleged damage to any Items before you make a claim in relation to such Items, whether such claim is to us or a third party insurer.

By executing this Agreement and using the Services you are agreeing that in the event an Item is damaged or goes missing, our liability for each Item will be limited to C\$250 (the “**per-Item Limit**”), and our total liability will be limited in the aggregate of C\$2,500 for all Items stored with us (the “**Aggregate Limit**”). We may, from time to time and at our sole discretion, offer you the option to increase the limitation of liability on your Items. If you wish to inquire about an increase the limitation of liability on your Items, please contact us at [hello@yycstorage.ca](mailto:hello@yycstorage.ca).

If you store Items with us worth more than the per-Item Limit and Aggregate Limit, you do so at your own risk. You may be covered under your existing renter’s insurance or homeowner’s insurance (we advise that you check prior to using the Services), and you may also buy your own insurance for your Items. Certain credit cards may offer supplemental insurance in certain circumstances.

We shall not be liable to you for any loss, mis-delivery of and/or damage to any Items as a result of:



- a. any seizure or forfeiture under legal process;
- b. any act, omission, misstatement or misrepresentation by you or your servants or agents;
- c. any inherent vulnerability to wastage in bulk or weight, defect or inherent defect, natural deterioration or fragility of the Items (even if marked “Fragile”);
- d. insufficient or improper packing; or
- e. incorrect labelling through your Customer Account.

**If you are a consumer:**

- a. we only supply the Services to you for your domestic and private use and you agree not to use the Services for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- b. if we fail to comply with the Agreement, we are responsible (subject to subsection (c) immediately below) for loss or damage you suffer that is a foreseeable result of our breach of the Agreement or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement; and
- c. our total liability in respect of the Items, the Services or any breach of this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, including loss or damage during collection, storage or return, shall not in any event exceed the lower of:
  - i. the cost price of the lost or damaged Items;
  - ii. the current replacement cost of the Items; or
  - iii. the per-Item limit (or in respect of each Item),provided that the total liability shall not, in any event, exceed the Aggregate Limit.

**If you are a business:**

- a. We will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for (i) any loss of profits, sales, business, or revenue; (ii) loss or corruption of data, information or software; (iii) loss of business opportunity; (iv) loss of anticipated savings; (v) loss of goodwill; or (vi) any indirect or consequential loss;
- b. Our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of: (i) C\$250; or (ii) 100% of the charges payable under the Order, provided that the total liability shall not, in any event, exceed the Aggregate Limit; and
- c. you shall indemnify us and keep us indemnified for any and all losses resulting from all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our contractors, carriers, agents, employees or affiliates which arise out of your use of the Services or your breach of this Agreement.

In the event of any claim, we shall be entitled to require proof of the cost price and the current replacement cost of the Items.

Nothing in these Terms excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability that cannot be excluded by law.

Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

This Section 12 (Limitation of Liability) shall survive termination of the Agreement.

### **13. INSURANCE AND WAIVER OF SUBROGATION**

We do not maintain any insurance on your personal property that you can make a claim under. Insurance that applies above the limit of our liability (or when we are not liable) is your sole responsibility. You have the option of

obtaining your own personal coverage for your Items stored with us, and if you do not do so, you understand that we will not be liable beyond the amounts and conditions in these Terms.

Any insurance carried by us or you is for the sole benefit of the party carrying the insurance. Each party waives its right to make any claim against the other for loss or damage in the event of casualty and will cause its respective insurance policies to be endorsed so as to waive that right of their respective insurers. You expressly agree that the carrier of any insurance obtained by you shall not be subrogated to any claim of you against us.

#### **14. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Policy. Please take the time to read this, as it includes important terms which apply to you. We may use location-based services in order to perform the Services as efficiently as possible. Information that we collect from you through the use of these services shall be collected and stored in accordance with the terms of our Privacy Policy. By accepting the Agreement you consent to our use of location-based services.

#### **15. OUR RIGHT TO VARY THE AGREEMENT**

We may revise the Agreement from time to time. Every time you place an Order, the Agreement in force at that time will apply to any corresponding Order.

#### **16. RIGHT TO CANCEL AND COMPLAINTS**

You have the legal right to cancel this Agreement, and request a refund if you have already made a payment to us, within 14 working days of the date of the Order. If you wish to cancel you must clearly inform us of your intention to cancel by contacting us using the contact details herein or on our website.

You will not receive a refund in respect of any proportion of the Services that have been performed prior to you informing us of your intention to cancel. In addition, you will not be refunded any delivery charges over and above our standard delivery.

If you are entitled to a refund, we shall pay the refund to you within 14 days after the day on which we are informed about your decision to cancel your Order. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

While we believe that you will be very happy with the Services, if you are not satisfied with the Services please contact us immediately in order that we may address your concerns. In particular, please contact us to resolve any issues before executing a chargeback through your bank.

#### **17. TERMINATION**

##### **Your right to terminate.**

You may terminate this Agreement at any time by requesting the return of your Items and paying any outstanding charges due to us.

##### **Our right to terminate.**

We may terminate this Agreement with immediate effect by notice in writing to you if:

- a. you fail to pay any amount due under this Agreement, including any interest accrued, by the date due; or
- b. you are in breach of any term of this Agreement.

We may terminate this Agreement for any reason by giving you not less than 30 days' written notice.

#### **18. CONSEQUENCES OF TERMINATION**

Upon termination of this Agreement by either party for any reason:

- a. you must contact us promptly to arrange for return of the Items. If within 30 days following termination of this Agreement for any reason you fail to arrange for return of the Items, then we may dispose of the Items in accordance with the provisions of Section 11 (Failure to Pay);
- b. you shall immediately pay to us all of our outstanding unpaid invoices and interest;
- c. the accrued rights, remedies, obligations and liabilities of each party as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- d. sections which expressly or by implication have effect after termination shall continue in full force and effect.

#### **19. CONFIDENTIALITY**

Each party shall keep in strict confidence all information which is of a confidential nature and which has been disclosed by one party to the other party. This Section 19 (Confidentiality) shall survive termination of this Agreement.

#### **20. FORCE MAJEURE**

We will not be liable or responsible for any failure to perform, or delay in performance of, the Services that is caused by an Event of Force Majeure. An “**Event of Force Majeure**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, snow, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, impossibility of the use of motor transport or other means of public or private transport, road traffic accidents, road closures or mechanical failure.

If an Event of Force Majeure takes place that affects the performance of the Services:

- a. we will contact you as soon as reasonably possible to notify you;
- b. we shall not be liable to you as a result of any delay or failure to perform the Services as a result of an Event of Force Majeure; and
- c. we shall use reasonable endeavours to minimize any disruption to the Services.

#### **21. NOTICES**

**Notices to you.** Any notice given by us to you under this Agreement must be in writing and may be served by email, by personal delivery to the person notified or its address, or by prepaid post. Your address for service of notices shall be your e-mail and/or postal address specified in your Customer Account or any other address in Canada which you have previously notified to us in writing.

**Notices to us.** Any notice given by you to us must be in writing and maybe served by personal delivery, by prepaid post or by e-mail at [hello@yycstorage.ca](mailto:hello@yycstorage.ca). Our address for service of notices shall be our address set out in these Terms.

A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the email does not receive an e-mail message stating that the email message has not been received by the intended recipient.

You will inform us in writing of any changes to your billing details, contact details, alternative contact details, authorized persons, insurance details or access details stated in your Customer Account.

## **22. ASSIGNMENT AND SUB-CONTRACTING**

We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of our obligations under this Agreement to any third party or agent. You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

## **23. OTHER IMPORTANT TERMS**

- a.** If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Services.
- b.** The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- c.** You acknowledge that in entering into the Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. You and we agree that neither party shall have any claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- d.** All intellectual property rights in or arising out of or in connection with the Services shall, as between you and us, be owned by us.
- e.** "YYC Storage" is a trademark of YYC Storage Inc.
- f.** These Terms are only available in the English language.
- g.** If any of these Terms conflict with any terms of an Order, the Order will take priority.
- h.** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- i.** Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections will remain in full force and effect.
- j.** If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- k.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the applicable Province in Canada and the federal laws of Canada. You and we both irrevocably agree that the courts of the Province in which you reside shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).