

My Storage Helper

Terms of Service

Effective Date: January 24, 2021

My Storage Helper and related web, mobile and other software programs and applications (collectively the “Apps”), is owned by Aliaxei Terentiev (“My Storage Helper”, “Company”, “we” or “us”). In order to use the Apps, or any Services (as defined below) offered, you must agree to be bound by the most recent version of the Terms of Service available on docs.mystoragehelper.com (the “Terms”). If you do not agree to the Terms, you cannot use My Storage Helper or any Services offered. We may change these Terms at any time. The Company will alert you to an update in the Terms by posting notice of the update on mystoragehelper.com for a reasonable period of time.

1. Using My Storage Helper Services

- (a) My Storage Helper, through the Apps, provides a web and app-based Service (“Service(s)”), which allows Users (as defined below) to view, monitor, and manage their storage(s), through the use of their computer or mobile device.
- (b) We have established certain rules designed to make the use of the Services offered by My Storage Helper a great experience for everyone. We promise to respect and protect users who abide by these rules. Failure to abide by these rules may result in termination of your access to the Apps and Services offered, and reporting of abuse to appropriate law enforcement authorities. By using this Service, you agree to the following rules:

 - i. In order to use the Services, you must be at least 18 years of age (or the age of consent set by applicable law) and be of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you are under the age of 18, but above the age of 13, you may use the Services only with the consent and supervision of a parent or legal guardian.
 - ii. You are not permitted to use the Services if: (a) You cannot enter into a binding contract with My Storage Helper; (b) You are located in a country embargoed by the United States or if you are on a U.S. Agency list of prohibited persons or entities, such as the Treasury Department's list of Specially Designated Nationals; or (c) You have previously been banned from using any of our Services, unless we have reversed that ban, in our sole discretion.
 - iii. You may be required to create an account (as defined below), and select a password and user name.
 - iv. You will follow any and all applicable laws, rules, and regulations when using the Services offered by My Storage Helper.
 - v. You hereby certify that any and all information that you provide to My Storage Helper when enrolling in the Services is accurate, complete, and truthful.
 - vi. You will not use the Service to assist in stalking, harassing, intimidating, or harming any other person or business.

- vii. You will not use the Service to assist you (or anyone else) in partaking in any illegal activities.
 - viii. You will not index, crawl, decompile, scrape, or reverse engineer any part of the web, mobile application or any other platform or Service offered by My Storage Helper.
 - ix. You will not interfere with, attempt to interfere with, or assist anyone else in interfering with or disrupting the Apps or My Storage Helper security or network.
- (c) My Storage Helper shall not be held liable or responsible for any losses, expenses, damages, or costs you incur through using the Apps or Services or any content derived therefrom, and you agree to defend and hold harmless My Storage Helper for any such losses.
 - (d) We can terminate or restrict your use of the Service at any time and for any reason. If you create an account through the Apps, we may block your account at any time. This policy is in place to keep the Apps and the Services we offer, fun and safe for everyone.
 - (e) We reserve the right to discontinue or modify the Apps or the Services offered at any time. We may not provide advanced notice if this happens.

2. User Accounts

- (a) Users will be required to create an account on the Apps in order to access and use some of the Services offered (“User Account” or “Account”). In order to create an Account on the Apps, certain personal information about you may be requested, which may include but not be limited to:

- I. Your full name;
- II. Your country of residence and specific physical address therein;
- III. Your contact information;
- IV. Payment information;
- V. Social media profile information;
- VI. Email platform information; and
- VII. Other similar personal or business-related information.

- (b) You will be required to create a username and password, which will help to protect your Account from any unauthorized access. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your user name a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your Account to anyone else without our prior written permission. It is your sole responsibility to guard and protect this login information. We are not responsible for any activities or damages resulting from any unauthorized use of your Account. If you change your email address or no longer have access to the email you used to register, you must update your information. We reserve the right to reject or block any username which could

be deemed to be offensive, an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity. To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. The security and confidentiality of your Account are solely your responsibility and you agree to immediately notify us of any security breach of your Account. My Storage Helper, its officers, affiliates, employees, or vendors shall not be responsible for any losses arising out of the unauthorized use of your Account.

3. Third-Party Interactions

- (a)** The Apps and Services made available thereon may include links to third-party services and/or third-party services may be made available to you via the Service. These services are subject to the respective third-party terms and conditions and constitute an agreement between you and the applicable third-party service provider.
- (b)** Third-party content and links are provided as a convenience to you. You agree that My Storage Helper is not responsible for examining or evaluating the content or accuracy and My Storage Helper does not warrant and will not have any liability or responsibility for any third-party materials or web sites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that My Storage Helper is not in any way responsible for any such use by you.
- (c)** My Storage Helper has no control over how third parties operate their platforms, including the pricing, payment and billing policies applicable purchases, and therefore My Storage Helper shall not be liable for any expense, damages, costs, or losses incurred through the use of such Third-Party content.

4. Payments

- (a)** In order to use the Services offered by the Company, you may be required to pay a subscription fee, depending on the type of subscription and User Account you have enrolled in through the Company. One term for any User Accounts is typically for one calendar year, or one month, from the date of enrollment, and the User fee may be billed on a recurring monthly basis, or payable upfront for the entire year, depending upon the Service enrolled in, and pursuant to the current pricing structure of each Service offered at the time of enrollment. The Company may from time to time, offer different pricing and subscription structures, however, the option to do so shall be within Company's sole discretion and may be removed from the Apps at any time. The descriptions of the Services available for enrollment along with the costs of each Service shall be detailed on the 'Settings > General' page of the Apps, or in designated areas of application stores, such as Apple Store and Google Play. The costs of these Services and the access/amenities provided with each level of the Services is subject to change at any time at the Company's discretion. Any updates or changes in pricing will be posted on the 'Settings' page of the Apps, or in designated areas of application stores, such as Apple Store and Google Play. Depending on the subscription enrolled in, the Services and corresponding subscription fee you select may automatically renew at the end of each billing cycle, if the Services are not cancelled prior to the last business day before the next scheduled billing date. In order

to make said payments required for the Services offered, you may be asked to input personal and/or business banking information, including but not limited to, credit card information, billing addresses, bank account information, or account information for other payment Services offered, such as PayPal or other similar payment methods made available at that time. The Company hereby reserves the right to add, retract, change, or discontinue the allowance of the use of any particular payment method offered on the Apps, in Company's sole discretion.

5. User Information

- (a) In order to effectively facilitate or improve the Services we offer, we may need to use the information you submit to My Storage Helper (collectively, the "Information"). The protection of our Users' personal information is extremely important to us. While we may use such Information to learn about your interests and to help us facilitate and improve the Services, we will only share such information as detailed in these Terms and in our Privacy Policy. We are very serious about user information protections and promise to never use your sensitive information in any other way.
- (b) You or we may update, delete, or modify your Information at any time. It is your responsibility to ensure that you keep your User Information up to date in our system. In order to update your Information in the event of any changes, please email your request to: alex@aterentiev.com.
- (c) Users may choose from one of the following Account types when creating a new User Account, and will be granted the following uploading/accessibility to the Apps upon enrolling:

i. User Packages:

- 1. **Free Plan:** My Storage Helper provides User Account Free Plan with limited functionality. We reserve the right to change the limitations of Free Plan at any time.
- 2. **Pro Plan:** My Storage Helper provides User Account Pro Plan with all the Services and functionality currently available in the Apps.

6. Security and Safety

- (a) Your security and safety are hugely important to us. While we have put many precautions in place to ensure the safety of your information and browsing devices while using our Services, please do not assume that your information and devices are fully secured in all actions you take on the internet. Use common sense and the tools and filters My Storage Helper provides to make sure you feel safe and secure in using the Services offered.
- (b) In the event that you believe that another user of our Services is violating these Terms or creating an unsafe or unwelcome environment on the Apps, please let us know immediately. You can contact us by email at alex@aterentiev.com.
- (c) We strongly encourage Users to exercise caution as well as general common sense when electing to meet with another individual or representative from any vendor they may contact through the use of the Apps in person, in order to complete a transaction. We recommend that Users choose a well-lit and populated area in which to conduct such in-

person transactions, to ensure the safety of all of our Users. We shall not be responsible nor liable for any damages or losses whatsoever arising out of such in-person transactions, or for any act or losses by third-parties resulting therefrom. Users shall choose to meet with other Users in-person solely at their own risk.

7. Intellectual Property & DMCA Safe Harbor Compliance

- (a) We ask that you respect the intellectual property of My Storage Helper. All materials available through the Apps, including (but not limited to) the name My Storage Helper and our logos, images, text, illustrations, audio and video files are protected by copyrights, trademarks, service marks, or other rights which are owned by or licensed to our Company or the respective third-party owner of such intellectual property. You agree not to copy, reproduce, duplicate, display, or otherwise distribute these materials without our written permission.
- (b) You are responsible for videos, photos, audio, text, graphics, or other data you transmit through the Service and you agree to comply with all applicable laws, rules and regulations, including the Digital Millennium Copyright Act (DMCA). You agree that your use of the Service will not infringe the rights of any third party. We reserve the right to block or terminate your Account, at our sole discretion and without notice or liability to you, if you transmit any content alleged to infringe on the intellectual property rights of a third party.
- (c) If you believe in good faith your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide the following DMCA requirements to My Storage Helper's Copyright Team:

 - i. Information reasonably sufficient for My Storage Helper to contact you: name, address, phone and e-mail address (if available);
 - ii. A description of the copyrighted work or intellectual property that you claim has been infringed, or if multiple works, a listing of such works;
 - iii. Information reasonably sufficient to permit My Storage Helper to locate your work on the Apps;
 - iv. A statement, made by you, that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law;
 - v. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner, or authorized to act on the copyright owner's behalf;
 - vi. A physical or electronic signature of the copyright owner, or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- (e) Upon receiving a proper notification of alleged copyright infringement as described above, we will remove or disable access to the allegedly infringing content and promptly notify the alleged infringer of your claim. Please submit your statement to My Storage Helper by mail, or email as set forth below:

My Storage Helper

Email: alex@aterentiev.com

Mailing Address:

My Storage Helper Copyright Team

430 E San Jose Ave Unit C, Burbank California, 91501, USA

8. Termination

- (a) You may end your legal agreement with My Storage Helper at any time by discontinuing your use of the Service, however, any subscription payments remaining due will still be due and payable for the duration of the subscription, regardless of your termination of use. Any subscriptions you have paid for or are currently paying for, can be managed in 'Settings > Payment' Page on the Apps, if provided, or in designated are of application stores, such as Apple Store and Google Play. If you decide to use the Service again, you agree that your use will be governed by the all the Terms then in effect.
- (b) Without limiting its other remedies, My Storage Helper may immediately discontinue, suspend, terminate, or block your access to the Service or cease providing you with all or part of the Service at any time for any or no reason, including, but not limited to, if the Company reasonably believes: (i) you have violated the Terms, (ii) you are a legal liability; (iii) you haven't used the Services in a while; or (iv) our provision of the Service to you is no longer commercially or otherwise viable. My Storage Helper will make reasonable efforts to notify you by email or the next time you attempt to access your Account. In all such cases, your license to use the Service terminates.

9. TCPA and Electronic Communications

- (a) Through your use of the Service, you also hereby expressly consent and agree to receive electronic communications from us, which may come in the form of email or SMS text messages. The ways in which we shall communicate with you may include but not be limited to mediums in the form of emails, SMS text messages, posts, notices, or alterations on the Website, or through other electronic communication mediums. You hereby consent and agree that all agreements, notices, disclosures and other communications that we provide to you electronically shall suffice to satisfy any and all legal requirement that such communications are made in writing. We may send you electronic newsletters through email, and may send you emails on behalf of third parties containing promotional offers or sales which we determine may interest you. You may unsubscribe from the receipt of such emails at any time by sending an email requesting such un-subscription and/or cancellation to an email address that shall be designated specifically for receipt of such requests,

however, the fulfillment of this request may affect the functionality of the Service and its ability to perform as intended. Additionally, even in the event that you unsubscribe from the marketing emails, if you are registered with an account or have requested that we contact you about certain services, you authorize us to send you important notices about such services and any pending transactions relating to these services, to any email address you have provided to us throughout the registration process, or at any other time thereafter. It is your sole responsibility to ensure that the email address on file remains up to date to be sure that important emails sent to you are not blocked or re-routed to spam folders.

10. LIMITATION OF LIABILITY AND DAMAGES

THE APPS IS A PLATFORM WHICH ALLOWS FOR USERS TO VIEW, MONITOR, AND MANAGE THEIR STORAGE(S)/INVENTORY ONLINE, THROUGH THE USE OF THEIR COMPUTER OR MOBILE DEVICE. WE DO NOT PROVIDE OR ENDORSE ANY ACTIVITIES PARTAKEN BY USERS OF THE MY STORAGE HELPER SERVICES.

THEREFORE:

- (a) NO WARRANTIES. THE APPS IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES EXPRESS OR IMPLIED. AS SUCH, YOUR USE OF THE APPS IS AT YOUR OWN DISCRETION AND RISK. COMPANY MAKES NO WARRANTIES AS TO THE ACCURACY OF ANY CONTENT POSTED TO THE APPS. COMPANY SHALL IN NO WAY BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE OUT OF YOUR USE OF THE APPS OR RELIANCE ON ANY INFORMATION CONTAINED ON THE APPS WHATSOEVER.**
- (b) LIMITATION OF DAMAGES. COMPANY MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE PRODUCTS OR SERVICES LISTED ON THE APPS OR THE APPS'S USERS. ACCORDINGLY, THE COMPANY SHALL IN NO WAY BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS. YOUR DECISION TO PURCHASE OR USE ANY PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE APPS IS AT YOUR OWN RISK AND DISCRETION. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES OR LOSSES, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO YOUR USE OF THE APPS OR SERVICES, OR THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE APPS OR SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM: (I) ACCESSING CERTAIN WEBSITES THROUGH THE USE OF THE APPS OR SERVICES, (II) ATTEMPTING TO FACILITATE ANY PURCHASES OR TRANSACTIONS THROUGH THE APPS, (III) COMMUNICATING OR TRANSACTING WITH OTHER USERS WHILE USING THE SERVICES, OR (IV) ELECTING TO MEET IN PERSON WITH, OR DO BUSINESS WITH, ANY USER, INDIVIDUAL, OR ENTITY WITH WHOM YOU CONNECTED THROUGH THE COMPANY'S SITE OR SERVICES. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED FOR**

ANY PRODUCTS OFFERED BY THIRD PARTIES WHO MAY LINK TO THE APPS.

- (c) **Indemnification.** You agree to indemnify, defend, and hold harmless the Company, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the “Affiliates”), from and against all claims, demands, suits, and liabilities, including but not limited to any claims damages or losses incurred, slander, defamation, libel, unauthorized use of name or likeness, and other similar claims, by any third party arising out of or relating to (i) your access to or use of the Apps, (ii) your interaction with any third-parties or third-party websites, through the use of the Apps or Services (iii) your violation of the Agreement, (iv) any damages resulting from any transactions between you and any other User or third-party, or (v) the infringement by you, or any third-party using your User Account, of any intellectual property or other right of any person or entity. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. Additional Terms

- (a) These Terms shall be governed and construed in accordance with the laws of the State of California without regard for the conflict of law provisions. Any dispute arising hereunder, or related to the terms hereof, shall be brought exclusively in the state or federal courts located in California.
- (b) My Storage Helper uses or may use certain features of the device on which you access the Services from. You agree that My Storage Helper may access these features, and further agree that you may be charged by your phone, Internet, or data provider for the use of these Services. You hereby acknowledge and understand that you will be fully responsible for any charges incurred through your use of the Apps or Services.
- (c) These Terms, in conjunction with our Privacy Policy, represent the full, final, and complete agreement between you and My Storage Helper regarding your use of the Services.
- (d) If any provision of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall continue in full force and effect to the maximum extent legally permissible.
- (e) The delay or failure of either party hereunder to exercise or enforce any right or provision of these Terms, shall in no way constitute a waiver of such rights.
- (f) If you do not understand any of the Terms listed above, or if you have any questions or comments about such Terms, we encourage you to please contact us via email at: alex@aterentiev.com.

12. Notice to California Residents

- (a) Under California Civil Codes, California residents are entitled to additional specific consumer rights information. To file a complaint regarding the Services or to receive further information regarding use of the Services, including to cancel your Services,

please email us at alex@aterentiev.com. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210.