

Storage Providers and Users Agreement:

1. Introduction

This Storage Providers and Users Agreement, Privacy Notice all policies posted on our sites set out the terms on which RDC9 Ltd t/a Explorage offers you access to and use of our sites, services, applications and tools (collectively 'Services'). You can find an overview of our policies here. All policies are incorporated into this Storage Providers and Users Agreement. You agree to comply with all of the above when accessing or using our Services. For information regarding the processing of personal data, please see our Storage users Privacy Notice.

- You are entering into a contract with RDC9 Ltd t/a Explorage (UK) Limited, correspondence address: Cefn Ysgwydd Bach, LL65 3SW

2. About RDC9 Ltd t/a Explorage

RDC9 Ltd t/a Explorage is a marketplace that allows storage users to offer and rent storage space and buy ancillary products and services in a variety of pricing formats and locations.

RDC9 Ltd t/a Explorage does not have possession of anything listed or sold through RDC9 Ltd t/a Explorage, and is not involved in the actual transaction between storage users and Storage Providers. The contract for the sale is directly between storage users and the vendor. RDC9 Ltd t/a Explorage receive a deposit of £10 per reservation from the storage users to secure storage space. This deposit is refunded when the storage users move into their reserved unit as per the agreed move in date confirmed at the time of the reservation.

While we may provide pricing, postage, listing and other guidance in our Services, such guidance is solely informational, and you may decide to follow it or not. RDC9 Ltd t/a Explorage does not review storage user's listings or content. While we may help facilitate the resolution of disputes through various programmes, RDC9 Ltd t/a Explorage has no control over, and does not guarantee the existence, quality, safety or legality of, space advertised; the truth or accuracy of storage user's content, listings or feedback; the ability of Storage Providers to rent out space and sell spaces; the ability of storage users to pay for space or spaces; or that a vendor or storage users will actually complete a transaction or return a space. Vendors are encouraged to provide as much visual content as possible specific to their space to help the storage users understand what they are reserving. Storage users are encouraged to provide feedback on their reservation to further understanding and confidence in the network.

Storage Providers must have a valid payment method on file with RDC9 Ltd t/a Explorage at all times. You authorise RDC9 Ltd t/a Explorage to automatically charge your chosen payment method in accordance with this Storage Providers and Users Agreement and the applicable billing agreement(s) you agree to when setting up or changing your payment method, for future charges and fees incurred in relation to the Services provided by RDC9 Ltd t/a Explorage. This includes, but is not limited to, amounts owed for RDC9 Ltd t/a Explorage fees, RDC9 Ltd t/a Explorage Money Back Guarantee reimbursements and postage labels. RDC9 Ltd t/a Explorage will notify you of these charges. If payments or amounts owed to RDC9 Ltd t/a Explorage cannot be completed through the payment method on file for any reason, you are still required to pay RDC9 Ltd t/a Explorage for all unpaid amounts and RDC9 Ltd t/a Explorage reserves the right to seek reimbursement through other means plus any additional costs incurred by RDC9 Ltd t/a Explorage in seeking reimbursement. You can change your payment method in My RDC9 Ltd t/a Explorage at any time.

3. Using RDC9 Ltd t/a Explorage

In connection with using or accessing the Services you will not:

- post, list or upload inaccurate or misleading content, or in inappropriate categories or areas on our site;
- breach or circumvent any laws, third-party rights or our systems or policies;
- offer any space which you cannot honour, or honour with a bigger space, or sell any counterfeit spaces or otherwise infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Services;
- fail to pay for services subscribed to by you;
- manipulate the price or interfere with any other storage user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;

- take any action that may undermine the Feedback or ratings systems;
- transfer your RDC9 Ltd t/a Explorage account (including Feedback) and storage users ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- use the contact information of storage users for any purpose other than in relation to a specific RDC9 Ltd t/a Explorage transaction on the RDC9 Ltd t/a Explorage site (which includes using this information to send marketing materials directly to RDC9 Ltd t/a Explorage storage users unless the storage users has given explicit consent to receiving these materials);
- distribute viruses or any other technologies that may harm RDC9 Ltd t/a Explorage, or the interests or property of RDC9 Ltd t/a Explorage;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any RDC9 Ltd t/a Explorage application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, **“Intellectual Property Rights”**) that belong to or are licensed to RDC9 Ltd t/a Explorage. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to RDC9 Ltd t/a Explorage or someone else;
- infringe any Intellectual Property Rights that belong to third parties affected by your use of the Services or post content that does not belongs to you;
- commercialise any RDC9 Ltd t/a Explorage application or any information or software associated with such application;
- harvest or otherwise collect information about storage users, such as email addresses, without their consent; or
- circumvent any measures we use to provide the Services.
- Deliberately evade RDC9 Ltd t/a Explorage fees by directly influencing storage users or offering incentives to circumvent the intention of your agreement with RDC9 Ltd t/a Explorage, and/or breaking the good will and collaborative working agreement between you and RDC9 Ltd t/a Explorage.

If you are registering with RDC9 Ltd t/a Explorage as a business entity, you represent that you have the authority to legally bind that entity. If you are trading as a business on RDC9 Ltd t/a Explorage, you must comply with all applicable laws relating to online trading for the site you are selling on (see Listing Conditions for more information on the legal requirements for selling in the UK).

You agree that we will commence supplying our Services to you as soon as you accept these Terms and Conditions of Storage Providers and Users Agreement. You can cancel this Storage Providers and Users Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. We may recoup the cost of any Services provided up to the point of cancellation.

If (1) we believe you are violating the policy on Offers to buy or sell outside of RDC9 Ltd t/a Explorage and avoid paying service fees from leads, you may be subject to a range of actions, including limits on your selling privileges, restrictions on listings and account features, suspension of your account, application of fees for the introduction of Storage Provider to Storage User, and recovery of expenses for policy monitoring and enforcement; and (2) you are a Storage Provider and you offer or reference your contact information or ask for the Storage User's contact information in the context of reserving or selling outside of RDC9 Ltd t/a Explorage, you will be liable for all service fees in consideration for the introduction to a Storage User for that space on the RDC9 Ltd t/a Explorage site.

We may cancel unconfirmed accounts or discontinue our Services.

Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

4. Abusing RDC9 Ltd t/a Explorage

Without limiting other remedies, we may limit, suspend, or terminate your storage users account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel, remove or demote or otherwise restrict the visibility of listings, delay or remove hosted content, remove any special status associated with the account, and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities for us, our storage users, suppliers or other third parties;
- we think that such restrictions will improve the security of the RDC9 Ltd t/a Explorage community or reduce our or another RDC9 Ltd t/a Explorage storage user's exposure to financial liabilities;
- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of this Storage Providers and Users Agreement or our policies or abuse our employees or storage users;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

When a Storage User or Storage Provider issue arises we may consider the storage use's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement, and to do the right thing for both storage users and Storage Providers.

5. Fees

Storage Provider fees for using our Services are listed on our Pricing Page. We may change our fees, or introduce new fees from time to time by posting the changes on the RDC9 Ltd t/a Explorage site or via the Messages section of My RDC9 Ltd t/a Explorage 30 days in advance. You may close your account without penalty within 30 days of such notice being given.

If you are a Storage Provider, you are liable for transaction fees arising out of all reservations or sales made using some or all RDC9 Ltd t/a Explorage Services, even if reservations or reservations or sales terms are finalised or payment is made outside of RDC9 Ltd t/a Explorage. In addition, if you are a Storage Provider and you offer or reference your contact information or ask for a Storage User's contact information, you may be liable to pay a final value fee in consideration for the introduction to a Storage User.

You are required to have a payment method on file when selling on RDC9 Ltd t/a Explorage. If your payment method fails or your account is overdue, we may collect fees owed by charging other payment methods on file and retaining collection agencies or legal counsel.

Storage Provider fees don't purchase exclusive rights to space exposure on RDC9 Ltd t/a Explorage whether on a web page, mobile app, or otherwise. We may display third party advertisements (including links and references thereto) or other content in any part of our Services, at our sole discretion.

6. Listing Conditions

When listing an space, you agree to comply with the rules for listing and selling practices policy and that:

- you are responsible for the accuracy, content and legality of the space listed and agree to list in accordance with the prohibited and restricted spaces policy;
- your listing may not be immediately searchable by keyword or category for up to 24 hours. RDC9 Ltd t/a Explorage does not guarantee exact listing durations;
- you are responsible for ensuring the price and availability of the listing are correct and that all facility and space information is accurate;
- All reservations are between the Storage Provider and Storage User under your terms and conditions. No contract is formed between the Storage User and RDC9 Ltd t/a Explorage.
- Listings remain live until such time as they are deactivated by yourself, the integration with your software informs the database that there is no more of that type of space or a space is reserved and you are not able to earmark further space of that type;
- you are responsible for all taxes (including but not limited to penalties, fines, charges, or late payment interest) related to your reservations or sales on the RDC9 Ltd t/a Explorage site. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest;
- content that violates any of RDC9 Ltd t/a Explorage's policies may be modified, obfuscated or deleted at RDC9 Ltd t/a Explorage's discretion;
- RDC9 Ltd t/a Explorage's duplicate listings policy may also affect whether your listing appears in search results;
- meta-tags and URL links that are included in a listing will be removed or altered so as to not affect third party search engine results;
- we may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated reservations or sales and performance history of similar reserved and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the reservations or sales and performance history of your listings to storage users;
- some optional upgrade features will only be visible on certain RDC9 Ltd t/a Explorage Services.

Accordingly, to drive a positive storage user's experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the Storage User.

7. Purchase Conditions

When reserving a space, you agree to comply with the rules for storage storage users and that:

- you are responsible for reading the full space listing before making a reservation or commitment;
- you enter into an obligation to enter a legally binding contract with the Storage Provider to rent a space;

- if you reserve a space on an RDC9 Ltd t/a Explorage site other than RDC9 Ltd t/a Explorage.co.uk you are subject to the Storage Providers and Users Agreement of that other RDC9 Ltd t/a Explorage site solely with respect to that particular reservation.

8. International reserving, selling and translation

Storage Providers and storage users are responsible for complying with all laws and regulations applicable to international reservations or sales, purchases, and postage. Many of our Services are accessible to international Storage Providers and storage users. We may offer certain programmes, tools and site experiences of particular interest to international Storage Providers and storage users, such as estimated local currency conversion.

Your spaces may be listed on one or more of RDC9 Ltd t/a Explorage's international sites in addition to RDC9 Ltd t/a Explorage.co.uk. You may stop your listings from appearing on international sites by notifying RDC9 Ltd t/a Explorage. By selecting international postage you authorise RDC9 Ltd t/a Explorage, in its discretion, to display your listings on RDC9 Ltd t/a Explorage sites other than the original listing site but acknowledge that your listings may not appear on some or all of these sites. When you list your spaces internationally, you agree to be subject to that other site's policies, and you agree to be subject to and accept RDC9 Ltd t/a Explorage's International Selling Agreement.

You authorise us to use automated tools to translate your RDC9 Ltd t/a Explorage content and member to member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy or availability of any translation is not guaranteed.

9. Content

When providing us with content (including causing content to be posted using our Services), you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use the content (including, without limitation, creating and using derivative works), and you authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

We may offer catalogue and/or product data (including images, descriptions and specifications) that are provided by third parties (including RDC9 Ltd t/a Explorage storage users). You may use that content solely in your RDC9 Ltd t/a Explorage listings during the time your listings are on RDC9 Ltd t/a Explorage's sites. That permission is subject to modification or revocation at any time at RDC9 Ltd t/a Explorage's sole discretion.

We try to offer reliable data, but cannot promise that the content provided through the Services will always be available, accurate, complete and up-to-date. You agree that RDC9 Ltd t/a Explorage is not responsible for examining or warranting the listings or content provided by third parties through the Services, and that you will not hold or attempt to hold us or our product data providers liable for inaccuracies. If you choose to use catalogue content and/or product data in connection with your listings, you agree to ensure that the content directly associated with your listings is and remains accurate, and that you continue to fully comply with this Storage Providers and Users Agreement and all RDC9 Ltd t/a Explorage policies. The catalogue and product data include copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary or identification markings in the catalogue or product data or create any derivative works based on that data (other than by including the data in your listings).

The name "RDC9 Ltd t/a Explorage" and other RDC9 Ltd t/a Explorage marks, logos, designs and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of RDC9 Ltd t/a Explorage in the UK and other countries. They may not be used unless expressly authorised by RDC9 Ltd t/a Explorage in writing.

10. Data protection and Privacy

- You and RDC9 Ltd t/a Explorage shall process personal data received under and/or in connection with this Storage Providers and Users Agreement each as a separate and independent controller. In no event will RDC9 Ltd t/a Explorage and you process personal data under and/or in connection with this Storage Providers and Users Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection laws.

- You shall comply with your obligations under applicable data protection laws (including but not limited to Regulation (EU) 2016/679 (EU General Data Protection Regulation “GDPR”) and supplementing EU and local data protection laws. This includes, but is not limited to, the obligation to provide appropriate safeguards for the transfer of personal data to a third country or an international organisation.
- You shall process personal data received from RDC9 Ltd t/a Explorage exclusively for the purpose(s) you received the personal data under and/or in connection with this Storage Providers and Users Agreement. You shall erase the personal data received under this Storage Providers and Users Agreement immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g. if a retention obligation applies).
- Failure to abide by the aforementioned obligations may result in disciplinary action up to and including account suspension.

11. Liability

We try to keep RDC9 Ltd t/a Explorage and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Reservation update and other notification functionality in RDC9 Ltd t/a Explorage's Services may not occur in real time. Such functionality is subject to delays beyond RDC9 Ltd t/a Explorage's control.

We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, postage or other guidance provided by RDC9 Ltd t/a Explorage;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any RDC9 Ltd t/a Explorage Service;
- the content, actions, or inactions of third parties, including spaces listed using our Services or the destruction of allegedly fake spaces;
- a suspension or other action taken with respect to your account or breach of the Abusing RDC9 Ltd t/a Explorage section;
- the duration or manner in which your listings appear in search results as set out in the Listing conditions section; or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this Storage Providers and Users Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any spaces you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our storage users, storage users verification on the internet is difficult. RDC9 Ltd t/a Explorage cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of storage users purported identities or the validity of the information which they provide to us or post on our sites.

14. Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this Storage Providers and Users Agreement, your improper use of RDC9 Ltd t/a Explorage's Services or your breach of any law or the rights of a third party.

15. Legal Disputes

If a dispute arises between you and RDC9 Ltd t/a Explorage, we strongly encourage you to first contact us directly to seek a resolution by contacting Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this Storage Providers and Users Agreement shall be governed and construed in all respects by the laws of England and Wales. You and RDC9 Ltd t/a Explorage both agree to submit to the non-exclusive jurisdiction of the English courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this Storage Providers and Users Agreement against us in court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

16. General

If any provision of this Storage Providers and Users Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this Storage Providers and Users Agreement in accordance with the below (but without your prior express consent), provided that we assign the Storage Providers and Users Agreement on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Storage Providers and Users Agreement.

If you have a dispute with one or more storage uses, you renerit us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this Storage Providers and Users Agreement at any time by email, or via the Messages section of My RDC9 Ltd t/a Explorage or by posting the amended terms on www.Explorage.co.uk. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

This Storage Providers and Users Agreement may not be otherwise amended except through mutual agreement by you and an RDC9 Ltd t/a Explorage representative authorised to do so.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the RDC9 Ltd t/a Explorage site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Storage Providers and Users Agreement. A person who is not a party to this Storage Providers and Users Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Storage Providers and Users Agreement but this does not affect any right or remedy of a third party specified in this Storage Providers and Users Agreement or which exists or is available apart from that Act.

The following Sections survive any termination of this Storage Providers and Users Agreement: Fees (with respect to fees owed for our Services), Content, Liability, Compensation, Legal disputes and the renerit contained in this General section. Legal notices shall be served by registered mail to RDC9 Ltd t/a Explorage (UK) Limited, Cefn Ysgwydd Bach, Anglesey, LL65 3SW. United Kingdom. We shall send notices to you by email to the email address you provide to RDC9 Ltd t/a Explorage during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Important: This Storage Providers and Users Agreement is valid as of 16th March 2020.