PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SERVICE AND OTHER SERVICES MADE AVAILABLE THROUGH THE SERVICE. THESE TERMS REQUIRE YOU ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

Introduction

Welcome! We're glad you have chosen to engage with Columbia Crossings using one of our Storage Facilities. These Terms and Conditions, including any documents, policies, and guidelines incorporated by reference (referred to collectively as the "Terms") governs the website (www.columbiacrossings.com) (including both mobile and online versions) (the "Site"), including your use of interactive features, our mobile applications (each an "App"), content and/or other online services that we own and control and that post a link to these Terms (collectively, the "Service"), which are made available by Columbia Crossings ("Columbia Crossings", "we", "our" or "us"). By using the Service, you acknowledge and accept the Service's Privacy Policy and consent to the collection and use of your data in accordance with our Privacy Policy.

By accessing or using our Service in any way you are agreeing to comply with these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively "Additional Terms"). These Terms do not alter in any way the Additional Terms you may have or will have with Columbia Crossings, including the Rental Agreement for your storage unit or any other website terms and conditions with a Columbia Crossings affiliate. To the extent that there is any conflict between these Terms and any Additional Terms or other agreements relating to services you have purchased, the Rental Agreement for your storage unit, or online tools you use or to which you subscribe, those other Additional Terms or agreements will govern.

The business realities associated with operating the Service are such that, without the limitations that are set forth in these Terms, such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and the arbitration of certain disputes – we would not make the Service available to you.

Columbia Crossings and its affiliates provide the Service to you subject to the following notices, terms, and conditions.

1. Promotions and Offers

All promotions and offers are subject to change. They are offered only on selected units and are subject to availability. Price offers apply only to the rental fee. Other restrictions, taxes, and fees, including administrative fees, apply. See each contract for full details.

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

Actual unit sizes may vary from approximate size estimates.

Please inspect any unit before renting.

Online pricing is available only for online reservations and rentals.

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

We try to describe every item, product or service offered on this Service accurately. However, we are human, and therefore we do not warrant that specifications or pricing on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product, or service, Columbia Crossings shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply.

The purchase of products and services on the Service is subject to availability. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. COLUMBIA CROSSINGS RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.

2. Content, Ownership, Limited License, and Rights of Others

A. Content. The Service contains a variety of: (i) materials and other items relating to Columbia Crossings, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Columbia Crossings,; and (iii) other forms of intellectual property (all of the foregoing including Trademarks, collectively, "Content").

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by Columbia Crossings, our licensors, and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of Columbia Crossings or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Columbia Crossings owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. The Content may not be copied or used, in whole, partial, or modified form, without the prior written permission of Columbia Crossings or, if applicable, its licensor or affiliate. You may not use any meta tags or any other

"hidden text" utilizing a Columbia Crossings name, trademark, or product name without Columbia Crossings' express written consent.

C. Limited License to Content. Subject to your strict compliance with these Terms and any Additional Terms, Columbia Crossings grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device") for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Columbia Crossings' sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

D. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these

Terms or any Additional Terms or with the prior written consent of an officer of Columbia Crossings or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

E. Rights of Others. When using the Service, you must respect the intellectual property and other rights of Columbia Crossings and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see Section 9 below.

F. Availability of Service and Content. Columbia Crossings may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in Columbia Crossings' sole discretion, and without advance notice or liability.

G. Reservation of All Rights Not Granted as to Content and Service. These Terms and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by Columbia Crossings and its licensors and other third parties. *Any unauthorized use of any Content or the Service for any purpose is prohibited*.

3. Links

A. Links to Other Sites. Our Service may link to sites not maintained or related to Columbia Crossings. We provide these links as a service to our users. We do not sponsor or endorse these other sites and we have not reviewed the other sites. We are not responsible for the content of any other sites. You may access those other sites through the links at your own risk. These Terms and our Privacy Policy do not apply to other sites. Please review the terms and conditions and privacy policy for any other site that you may visit through a link on our Service. Such other sites may have Terms and/or privacy policies that differ from that of Columbia Crossings, and the other sites may provide

less security than our Service. Columbia Crossings disclaims all liability in connection therewith.

B. Links by You to the Service. We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Columbia Crossings or cause any other confusion, and (c) the links and the content on your website do not portray Columbia Crossings or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Columbia Crossings. Columbia Crossings reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

C. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via linked services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Columbia Crossings disclaims all liability in connection therewith.

4. Privacy Policy

Columbia Crossings respects the privacy of its users. Please read our Privacy Policy, which explains our practices relating to the collection and use of your information through or in connection with our Service. Columbia Crossings' use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Service you consent to the collection and use of this information as set forth in our Privacy Policy.

5. Authority to Use Service

By using our Service, you represent that you are at least thirteen (13) years old. Persons who are at least thirteen (13) years of age but under the age of eighteen (18) may only use our Service with legal parental or guardian consent. Accordingly, you agree that you are at the age of majority in your state/jurisdiction of residence (which is eighteen (18) in most states) years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations, and warranties set forth in the Terms; otherwise, please exit the Service.

Our Service is intended for use by our customers in the United States. Our Service is not intended for, and should not be used by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local laws or regulations.

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

(a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including, but not limited to, rights of publicity or other proprietary rights);

(b) is unlawful, fraudulent, or deceptive;

(c) uses technology or other means to access content or systems of Columbia Crossings in a manner that is not authorized by Columbia Crossings;

(d) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Columbia Crossings;

(e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;

(f) attempts to gain unauthorized access to Columbia Crossings' computer network or user accounts;

(g) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;

(h) violates these Terms or any other Columbia Crossings policies;

(i) attempts to damage, disable, overburden, or impair Columbia Crossings' servers or networks;

(j) seeks to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, bullying, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Columbia Crossings;

(k) reverse engineers, decompiles, disassembles, reverse assembles, or modifies any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service;

(l) interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Columbia Crossings, or other users of the Service;

(m) interferes with or circumvents any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content (defined below);

(n) harvests or otherwise collects or stores any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of Columbia Crossings and such users);

(o) fails to comply with these Terms, any Additional Terms or applicable third-party terms; or

(p) is otherwise objectionable as determined in Columbia Crossings' sole discretion.

6. Updates to the Terms

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted terms of use and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). The Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page and the email you associated with your account for notices, and you agree that the means set forth in these Terms are all reasonable manners of providing you with

notice. You can reject any new, revised or Additional Terms by discontinuing use of the Service and related services.

7. Registration, Password and Security

Whenever you provide us information on our Service, you agree to: (a) provide true, accurate, current, and complete information; and (b) maintain and promptly update such information to keep it true, accurate, current, and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current, or incomplete, Columbia Crossings may without notice suspend or terminate your access to our Service and refuse any and all current or future use of our Service (or any portion thereof). In order to access or use some (or potentially all) of the features on the Service, you may be required to first register for a user account through our registration process that we make available through the Service (and purchase a subscription as described in Section 3 above). The Service's practices governing any resulting collection and use of your personal information are disclosed in our Privacy Policy . If any portion of our Service requires you to register or open an account you may also be asked to choose a password and a username. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights. Without limiting any rights which Columbia Crossings may otherwise have, Columbia

Crossings reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Service and your account, including, without limitation, terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, Columbia Crossings may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Columbia Crossings be held liable to you for any liabilities or damages resulting from or arising out of: (i) any action or inaction of Columbia Crossings under this provision, (ii) any compromise of the confidentiality of your account or password, or (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the Service is invulnerable to all security breaches, and that Columbia Crossings makes no warranty, guarantee, or representation that use of any of our Service is protected from viruses, security threats, or other vulnerabilities.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

8. Telephonic Communications and Agreement to be Contacted

8.1 Telephone Calls

You acknowledge that telephone calls to or from Columbia Crossings may be monitored and recorded and you agree to such monitoring and recording.

You verify that any contact information provided to Columbia Crossings, including, but not limited to, your name, mailing address, email address, your residential telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide to us. Should any of your contact information change, including your telephone numbers, you agree to notify us

before the change goes into effect by contacting the facility where your storage unit is located, by phone at (503) 283-2444, or electronically by logging into your account on the Site.

You agree to indemnify, defend, and hold Columbia Crossings harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or from your violation of any federal, state, or local law, regulation, or ordinance.

You acknowledge that by voluntarily providing your telephone number(s) to Columbia Crossings, you expressly agree to receive prerecorded voice messages and/or autodialed calls from us related to offers, your account, any transaction with us, and/or your relationship with Columbia Crossings. You also agree that Columbia Crossings may obtain, and you expressly agree to be contacted at, email addresses, mailing addresses, and phone numbers provided by you directly or obtained through other lawful means, such as skip tracing. These telephone calls may include, for example, confirmation of reservation requests, changes to your account, and account collections. You agree to receive calls even if you cancel your account or terminate your relationship with us, except if you opt-out, as provided below. Consent to receive automated marketing calls is not a condition of purchasing any goods or services. Calls to you may be made by or on behalf of Columbia Crossings even if your telephone number is registered on any state or federal Do Not Call list. You acknowledge that you may incur a charge for these calls by your telephone carrier and that Columbia Crossings is not responsible for these charges.

8.2 Text Messaging

Columbia Crossings also offers customers the option to receive text (SMS) messages for customer care, customer support, and account-related operational communications, including reservation assistance, reservation follow-up, responses to customer questions, billing and payment-related communications, services offered, gate or access assistance, maintenance or service issues, and other communications relating to your account or the services we provide. This SMS program is not used for marketing, promotional, or advertising purposes.

By signing a lease with us and providing a mobile telephone number, you agree to receive a one-time transactional SMS message confirming your lease. If you wish to continue communicating with us by SMS, you may opt in by initiating a text conversation with us. SMS consent is entirely voluntary and is not required to rent or reserve a slip or purchase any Services.

Messages sent through our SMS program may be generated automatically or sent manually by our customer service staff. Message frequency will vary depending on your interactions with us. Message and data rates may apply.

8.3 Electronic Communications

As permitted by applicable law, when you communicate with us electronically, such as via email, data and message rates may apply. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

8.4 Opt-Out Rights

You may opt-out of automated calls at any time. To opt-out of automated telephone calls, contact the facility where your storage unit is located, call (503) 283-2444, or send us a message through the "Contact Us" form on the Site. To opt-out of text messages sent through our SMS program, reply STOP to any text message you receive; for help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out. Opting out of one communication channel does not opt you out of the other channels described in this Section 8, and does not relieve you of your obligation to receive communications necessary to service your account, process a transaction, or otherwise fulfill our agreement with you. Please allow up to thirty (30) days to process any opt-out request. Please note that if you opt out of automated calls, we reserve the right to make non-automated calls to you relating to your account, any transaction, account collections, or your relationship with us. Your obligations under this Section shall survive termination of these Terms.

9. Copyright Complaints

A. DMCA Notice. Columbia Crossings will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own a copyright in a work

(or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: "DMCA Copyright Infringement Notice"
(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
(iv) your full name, address, telephone number and email address;
(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
(vii) your electronic or physical signature.

Columbia Crossings will only respond to DMCA Notices that it receives by mail or email the addresses below:

Columbia Crossings
Attention: Litigation & Operations Counsel

Address: 515 NE Tomahawk Island Dr #200, Portland, OR 97217

E-mail: leasing@columbiacrossings.com

It is often difficult to determine if your copyright has been infringed. Columbia Crossings may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Columbia Crossings may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Columbia Crossings' other rights, Columbia Crossings may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Columbia Crossings.

B. Counter-Notification. If access on the Service to a work that you submitted to Columbia Crossings is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(i) a legend or subject line that says: "DMCA Counter-Notification";
(ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled);
(iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
(iv) your full name, address, telephone number, e-mail address, and the username of your account;
(v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Oregon), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
(vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

10. Submissions to Columbia Crossings

A. User Submissions

(i) General. Columbia Crossings may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, "submit") reviews, messages, text, illustrations, files, images, graphics, photos, comments, feedback, surveys, responses, sounds, music, videos, information, content, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, "User Submissions"). Columbia Crossings may allow you to do this through forums, email, and other communications functionality. Subject to the license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User Submissions and you remain ultimately responsible for it.

(ii) Non-Confidentiality of Your User Submissions. Except as otherwise described in the Service's posted Privacy Policy or any Additional Terms, you agree that: (a) your User Submissions will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (b) Columbia Crossings does not assume any obligation of any kind to you or any third party with respect to your User Submissions. Upon Columbia Crossings' request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User Submissions may not be secure, and you will consider this before submitting any User Submissions and do so at your own risk. In your communications

with Columbia Crossings, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User Submissions and licensed to us as set forth below. In addition, Columbia Crossings retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Columbia Crossings' receipt of your Unsolicited Ideas and Materials is not an admission by Columbia Crossings of their novelty, priority, or originality, and it does not impair Columbia Crossings' right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) License to Columbia Crossings of Your User Submissions. Except as otherwise described in any applicable Additional Terms, you grant to Columbia Crossings the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Submissions (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Submissions and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Submissions for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Columbia Crossings to your User Submissions, you also hereby grant to Columbia Crossings, and agree to grant to Columbia

Crossings, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User Submissions, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 10(A)(iii).

(iv) Exclusive Right to Manage Our Service. Columbia Crossings may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User Submissions, and Columbia Crossings may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User Submissions without notice or any liability to you or any third party in connection with our operation of User Submissions venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the Rules (defined in Section 10(B)). Such User Submissions submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User Submissions on the Service or elsewhere.

(v) Representations and Warranties Related to Your User Submissions. Each time you submit any User Submissions, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Submissions you submit, and that, as to that User Submissions: (a) you are the sole author and owner of the intellectual property and other rights to the User Submissions, or you have a lawful right to submit the User Submissions and grant Columbia Crossings the rights to it that you are granting by these Terms and any Additional Terms, all without any Columbia Crossings

obligation to obtain consent of any third party and without creating any obligation or liability of Columbia Crossings; (b) the User Submissions is accurate; (c) the User Submissions does not and, as to Columbia Crossings' permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User Submissions will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

(vi) Enforcement. Columbia Crossings has no obligation to monitor or enforce your intellectual property rights to your User Submissions, but you grant us the right to protect and enforce our rights to your User Submissions, including by bringing and controlling actions in your name and on your behalf (at Columbia Crossings' cost and expense, to which you hereby consent and irrevocably appoint Columbia Crossings as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules ("Rules") are here to help you understand the conduct that is expected of visitors of the Service's online forums ("Communities").

(i) Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:

- Your User Submissions. All of your User Submissions either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User Submissions should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User Submissions that belong to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User Submissions or has any rights to your User Submissions, or if anyone appears or is referred to in the User Submissions, then you must also have their permission to submit such User Submissions to Columbia Crossings (for example, if someone has taken a picture of you and your friend, and you submit that photo to Columbia Crossings as your User Submissions, then you must obtain your friend's and the photographer's permission to do so.).
- Speaking of Photos: No Pictures, Videos, or Images of Anyone Other

Than You and Your Friends and Family. If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.

- Act Appropriately. All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User Submissions might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, bullying, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User Submissions must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User Submissions must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- Do Not Use for Commercial or Political Purposes. Your User Submissions must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- Do Not Use for Inappropriate Purposes. Your User Submissions must not promote any infringing, illegal, or other similarly inappropriate activity.
- Be Honest and Do Not Misrepresent Yourself or Your User Submissions. Do not impersonate any other person, user, or company, and do not submit User Submissions that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- Others Can See. We hope that you will use the Communities to exchange information and content and have venue appropriate discussions about job search-related issues with other members. However, please remember that the Communities are public or

semi-public and User Submissions that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.

- Don't Share Other Peoples' Personal Information. Your User Submissions should not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Columbia Crossings.
- Don't Damage the Service or Anyone's Computers or Other Devices. Your User Submissions must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User Submissions that Columbia Crossings reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User Submissions in question being removed from the Service.

(ii) Your Interactions With Other Users; Disputes. You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

11. Security

Violating the security of our Service is prohibited and may result in criminal and civil liability. Columbia Crossings reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by Columbia Crossings in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Columbia Crossings under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Columbia Crossings, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. Examples of security violations may include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Service or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network, including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

12. Disclaimer of Warranties

THE SERVICE INCLUDING ALL CONTENT INCLUDED OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS, UNLESS OTHERWISE

SPECIFIED IN WRITING. Therefore, to the fullest extent permissible by law, Columbia Crossings, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the "Columbia Crossings Parties"), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

(a) the Service (including the Content and the User Submissions);
(b) the functions, features, or any other elements on, or made accessible through, the Service;
(c) any products, services, developer code or instructions offered or referenced at or linked through the Service;
(d) security associated with the transmission of your User Submissions transmitted to Columbia Crossings via the Service;
(e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
(f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
(g) whether any defects to, or errors on, the Service will be repaired or corrected;
(h) whether your access to the Service will be uninterrupted;
(i) whether the Service will be available at any particular time or location; and
(j) whether your use of the Service is lawful in any particular jurisdiction.
EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A Columbia Crossings PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT YOU USE THE SERVICE AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, THE Columbia Crossings PARTIES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE AND THE SERVICE'S CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY

RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

AT TIMES YOU MAY EXPERIENCE DIFFICULTY ACCESSING THE SERVICE OR COMMUNICATING WITH THE Columbia Crossings PARTIES THROUGH THE INTERNET OR OTHER ELECTRONIC WIRELESS SERVICES AS A RESULT OF HIGH INTERNET TRAFFIC, TRANSMISSION PROBLEMS, SYSTEMS CAPACITY LIMITATIONS, OR OTHER PROBLEMS. ANY COMPUTER SYSTEM OR OTHER ELECTRONIC DEVICE, WHETHER IT IS YOURS, AN INTERNET SERVICE PROVIDER'S, OR COLUMBIA CROSSINGS', CAN EXPERIENCE UNANTICIPATED OUTAGES OR SLOWDOWNS OR HAVE CAPACITY LIMITATIONS. THE Columbia Crossings PARTIES MAKE NO WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE AVAILABILITY OF THE INTERNET OR CELL OR DATA SERVICE ON YOUR DEVICE.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

13. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, THE Columbia Crossings PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING ANY DAMAGES FOR LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF THE SERVICE OR THE INABILITY TO USE THE SERVICE OR THE PERFORMANCE OF THE PRODUCTS OR SERVICES PURCHASED THROUGH THE SERVICE OR ARISING IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, LOSS OF DATA, OR OTHER DEFECT RELATED TO THE SERVICE OR SERVICES, EVEN IF THE Columbia Crossings PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT. YOU ACKNOWLEDGE AND AGREE, BY YOUR USE OF THE SERVICE, THAT YOUR USE OF THE SERVICE IS AT YOUR

SOLE RISK. IF YOU ARE DISSATISFIED WITH THE SERVICE IN ANY WAY, YOUR SOLE REMEDY SHALL BE TO STOP USING THE SERVICE. NOTWITHSTANDING THE FOREGOING, APPLICABLE LAW MAY NOT PERMIT THE LIMITATION OF LIABILITY SET FORTH IN THIS PARAGRAPH. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. PURSUANT TO APPLICABLE LAW YOU MAY HAVE RIGHTS IN ADDITION TO THE RIGHTS CONTAINED HEREIN. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COLUMBIA CROSSINGS PARTIES UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

YOU ACKNOWLEDGE AND AGREE THAT EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Columbia Crossings, AND THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR PURPOSES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

14. Indemnification

To the fullest extent allowed by law, you agree to, and you hereby, defend, indemnify, and hold the Columbia Crossings Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Columbia Crossings Party, or on account of the investigation, defense, or settlement

thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User Submissions; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Columbia Crossings Parties' use of the information that you submit to us (including your User Submissions) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Columbia Crossings Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, Columbia Crossings Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Columbia Crossings Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Columbia Crossings Party.

15. Applicable Law

This Service is created and controlled by Columbia Crossings in the State of Oregon, USA. As such, the laws of the State of Oregon will govern these Terms and all promotions and offers, without giving effect to any principles of conflicts of laws. We reserve the right to make changes to our Service and these disclaimers, terms, and conditions at any time.

16. Severability

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

17. Termination

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

18. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THESE PROVISIONS CAREFULLY, AS THEY AFFECT YOUR RIGHTS

18.1. Notice; Process
Before filing a claim against us in any forum, you agree to first attempt to resolve the dispute informally by notifying us of your claim by sending an email to leasing@columbiacrossings.com. The notice must specifically describe the nature of the dispute and the relief you seek. You will give us sixty (60) days from the date we receive your notice to try to resolve the dispute. Either party may file a claim if the dispute is not resolved after sixty (60) days.

18.2. Dispute Resolution and Arbitration
Both you and Columbia Crossings agree that any and all dispute, claim, or controversy between you and Columbia Crossings arising in connection with or in any way relating to the relationship between you and Columbia Crossings, including your use of the Columbia Crossings online bill paying service, will be determined by mandatory binding individual (not class) arbitration. You and Columbia Crossings further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. By agreeing to arbitrate, both parties are giving up the right to proceed in court. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can

award the same damages and relief as in court, except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreement.

18.3 Arbitration Rules

The arbitration will be governed and administered by the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect and as modified by this Arbitration Agreement, by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who will be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. To the extent JAMS is not available in your state, the arbitration will be governed and administered by the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. For all claims and counterclaims together valued at less than $25,000, you and Columbia Crossings agree that arbitration must proceed as a documents-only hearing, unless otherwise agreed upon in writing by both parties. You and Columbia Crossings agree that the right to arbitration under this Arbitration Agreement is protected by, and any arbitration will be governed by, the Federal Arbitration Act (9 U.S.C. § 1 et seq.). You and Columbia Crossings agree that our business and the relationship here involve interstate commerce. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879.

18.4 Exceptions

Notwithstanding Section 18.2 above, both you and Columbia Crossings agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek remedies in small claims court for disputes or claims within that court's jurisdiction. Both parties also retain the right to pursue any eviction, action to enforce a lien, and/or unlawful detainer remedies or defenses in any court. You agree that Columbia Crossings retains the right to conduct a lien sale. Further, this Arbitration Agreement does not stop you or Columbia Crossings from bringing issues to

the attention of federal, state, or local agencies, who may seek relief against us on your behalf (or vice versa) to the extent allowed by law. Any other claims, however, such as claims for violations of the self-storage lien laws, derivative claims (including, but not limited to, claims under state consumer protection statutes), conversion, negligence, breach of contract, or other violations of state or federal law, must be brought in arbitration.

18.5 No Class or Representative Proceedings: Class Action Waiver
YOU AND Columbia Crossings BOTH AGREE TO GIVE UP THE RIGHT TO A JURY TRIAL. YOU AND Columbia Crossings AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. Unless you and Columbia Crossings agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding, consolidated action or private attorney general action. If this specific provision, known as the "Class Action Waiver," is found to be unenforceable, then the entirety of this Arbitration Provision shall be null and void except Section 18.1, which shall remain in full force and effect.

19. Miscellaneous

These Terms constitute the entire agreement between you and us with respect to the use of our Service, superseding any prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us regarding such subject matter. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Service. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Subject to Section 18.5 above, if any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then

that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the course of conduct nor course of dealing between the parties nor trade practice shall act to modify any provision of these Terms. Columbia Crossings may assign its rights and duties under these Terms to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without our written consent. The provisions of these Terms and any Additional Terms (including the terms applicable to User Submissions), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Columbia Crossings in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration. These Terms do not provide any third party with any remedy, claim, or right of reimbursement. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular and the word “or” is used in the inclusive sense (and/or). The term “including” as used herein shall mean including, without limiting the generality of any description preceding such term (regardless of whether the term “including” is followed by words such as “but not limited to” or “without limitation” in some provisions but not others). The headings in these Terms are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the provisions of these Terms.