

## General Terms and Conditions

### I. Recitals

- 1) These General Terms and Conditions (hereinafter the “**GT&C**”) of **anji s.r.o.**, Id. No.: 02030357, Tax Id. No.: CZ02030357, with its registered office at Na Poříčí 1071/17, 110 00 Prague 1, registered in the Commercial Register kept by the Municipal Court in Prague, in Section C, File 214711 (hereinafter the “**Lessor**”), stipulate, pursuant to Section 2201 of Act No. 89/2012 Coll., the Civil Code (hereinafter the “**Civil Code**”), the mutual rights and obligations of the Parties arising in connection with or on the basis of the Agreement on Lease of Lockable Storage Space – Safe Deposit Box (hereinafter the “**Subject of the Lease**”), which is placed inside the building **belonging to Na Poříčí 17 s.r.o.**, No. 1071, land registry territory Nové Město, at Na Poříčí 1071/17, 110 00 Prague 1, registered in the Land Registry for the Capital City of Prague on Title Deed No. 530 (hereinafter referred to as the “**Agreement**” or “**Lease Agreement**”) concluded by and between the Lessor and another natural or legal person (hereinafter the “**Lessee**”).
- 2) These GT&C may be changed or amended by the Lessor. This provision shall in no way prejudice the rights and obligations established during the term of effect of the previous version of the GT&C.
- 3) For the purposes of these GT&C, the Lessee, in the sense of a person who has not yet executed the Agreement, is also referred to herein as the **Interested Party**. The Interested Party becomes the Lessee upon execution of the Lease Agreement.
- 4) The execution of the Lease Agreement and the legal relationships between the Lessor and the Lessee not expressly stipulated in these GT&C are governed by the relevant provisions of the Civil Code (Act No. 89/2012 Coll.), as amended, and the related legal regulations.
- 5) In case of any discrepancies between the GT&C and the individual Agreement, the wording of the Agreement shall prevail.
- 6) The Lessor reserves the right to refuse to enter into the Agreement, even without stating its reasons.

### II. Basic Information on the Lessor

**anji s.r.o.**, Id. No.: 02030357, Tax Id. No.: CZ02030357, with its registered office at Na Poříčí 1071/17, 110 00 Prague 1, registered in the Commercial Register kept by the Municipal Court in Prague, in Section C, File 214711; VAT payer.

Additional information on the Lessor are provided at the following websites: [www.24safe.cz](http://www.24safe.cz) and [www.anji.cz](http://www.anji.cz).

### III. Opening User Account and Entering into the Lease Agreement

- 1) The Interested Party shall enter into the Lease Agreement with the Lessor in person at the Lessor’s registered office. The Interested Party must open a user account to be able to execute the Agreement. This is carried out by means of filling in the registration form containing mandatory data on the Interested Party that are necessary for drawing up and executing the Agreement, contact details and other supplementary information concerning the Interested Party’s specific requirements (e.g. barrier-free access), user name, password and other requisites necessary for the operation of the user account in the Lessor’s system.
- 2) The access to the user account is secured by means of a user name (usually the e-mail address of the Interested Party) and password selected by the Interested Party in the registration form. The Interested Party is obliged to maintain confidentiality of the information necessary to access his user account. Any potential damage arising on account of the Interested Party enabling third parties to use the user account shall be borne by the Interested Party.
- 3) The expiration date of the user account is tied to the term of the Interested Party’s individual Lease Agreements; the Interested Party’s user account will remain open for a fixed term, until the [end of the Lease Agreement](#).
- 4) The registration form for opening a user account can be filled in and delivered to the Lessor as follows:

- a) Electronically through the [www.24safe.cz](http://www.24safe.cz) website. The Interested Party shall check the form after filling in all the details and send it to the Lessor's system by clicking on the respective button.
  - b) In person, at the company's registered office prior to the execution of the Agreement. The registration form shall be filled in by the Lessor's employee according to the details provided by the Interested Party; the Interested Party shall check the form, which will subsequently be sent into the Lessor's system by the Lessor's employee. The Interested Party will receive an SMS containing a unique one-time code for access to the user account at the [www.24safe.cz](http://www.24safe.cz) portal.
- 5) The Interested Party subsequently delivers his requirements concerning the subject of the specific Lease Agreement to the Lessor. This may be done electronically using the user account at [www.24safe.cz](http://www.24safe.cz), or in person at the Lessor's registered office. The Interested Party shall inform the Lessor of the selected type of the Safe Deposit Box, option of the lease relationship and the desired manner of payment of the rent. After filling in these details, the Interested Party shall be informed by the system of the price of the lease according to the selected option of the lease relationship for the appropriate period, including the associated fees. Payment of the final price is a precondition for execution of the Agreement. If the Interested Party pays through the payment gateway, he shall receive the tax receipt through e-mail. If he pays in person at the Lessor's registered office, the tax receipt shall be given to him immediately after payment. The procedure is described in detail in the User Manual. The Agreement cannot be executed unless the payment is carried out.
  - 6) The Interested Party shall appear at the Lessor's registered office for the execution of the specific Lease Agreement. After his identity is verified and a confirmation obtained that the payment was carried out, an employee of the Lessor shall present the text of the Agreement to the Interested Party. Prior to the execution of the Agreement, the Interested Party is obliged, in his own interest, to get acquainted with the General Terms and Conditions and the other operational regulations of the Lessor (the Price List, the Manual, fire and safety regulations). Upon execution of the Agreement and the GT&C, the Interested Party becomes the Lessee for the purposes hereof.
  - 7) By executing the Agreement, the Lessee expresses his consent with the wording of the Agreement, the GT&C, Price List and the User Manual. Additionally, the Lessee acknowledges that the Lessor is providing the Lessee with a lease of an empty Safe Deposit Box, free of defects and fully functional, together with two keys. The Lessee simultaneously confirms that he accepts the Safe Deposit Box in the aforementioned condition and that he shall return it to the Lessor in the aforementioned condition as of the date of termination of the lease (taking into account the usual wear and tear). The Lessee acknowledges that the Lessor does not have any other key to the provided Safe Deposit Box and, in the event the keys are lost, the Safe Deposit Box can only be accessed by forcible means with the participation of the Lessor's representative. The Lessee shall be liable for the damage thus caused.
  - 8) After the execution of the Agreement, the Lessor shall provide the Lessee with a personal card enabling access to the Safe Deposit Boxes delivery point, where his Safe Deposit Box can be manipulated with. If the Lessee is a legal person, the personal card shall be given to the natural person who executed the Agreement. In case the Lease Agreement is executed on behalf of the Lessee by a person authorised by the Lessee on the basis of a power of attorney downloadable from the web portal at [www.24safe.cz](http://www.24safe.cz) and containing an authenticated signature of the Lessee, the personal card shall be given to the natural person who executed the Agreement.
  - 9) The Lease Agreement shall always be concluded for an indefinite period. The Lessee shall be entitled during the validity of the Agreement to reduce or increase the number of leased Safe Deposit Boxes, change the type of leased Safe Deposit Box, make changes to the option of the lease relationship specified in the Agreement, order or cancel additional services. However the option of the lease relationship can be changed only after the expiry of the period in which the Lessee has the right to cancel the Agreement according to the current option. When such a change is made of the option to the option valid at the time of such a change, the Lessor shall issue a tax document (invoice) for the amount corresponding to the relevant option and corresponding to the current Price List at the time of the change to the option, once it is paid. Payment of the rent shall be made with the change to the

option. Once the Lessor is transferred to the different option, the Price List and GT&C shall be valid at the time of the change to the option. With this option the Lessee can cancel the Agreement according to the terms and conditions corresponding to the new option, however the earlier months of the lease according to the previous options shall be included in the new option.

- 10) The terms and conditions of termination of the Lease Agreement by notice are regulated in the Lease Agreement and GT&C.

The notice must be given by the Lessee in person at the Lessor's branch. After all the Lessee's obligations under Article IV (2), (3) and (4) are fulfilled, the Lessor shall return to the Lessee the overpayment of the rent for the period from the following month to the end of the paid period (partial settlement period) and shall settle the deposit.

- 11) The Lessee may authorise third parties, hereinafter the "Authorised Persons", to access the Safe Deposit Box. The Lessee may not grant to the Authorised Persons any other rights but the right of access, with the exceptions stated below. The service may be ordered only in person at the 24SAFE client centre, in the two following ways:

– The Lessee together with the Authorised Person must appear at the 24SAFE client centre where they execute an authorisation amendment to the relevant Lease Agreement. The Authorised Person must appear in person for the purposes of verification of identity and potential issuing of a personal card, unless the Authorised Person himself has leased another Safe Deposit Box.

– The Authorised Person appears alone only with the power of attorney downloaded from the [www.24safe.cz](http://www.24safe.cz) web portal and containing the Lessee's authenticated signature. The power of attorney authorises the Authorised Person to execute the authorisation amendment to the Lease Agreement and to access the Safe Deposit Box. Prior to execution of this amendment, the Lessee shall receive a notification SMS to verify whether the request to appoint the Authorised Person is authorised.

- 12) The Authorised Person is obliged to comply with the provisions of the Agreement and the GT&C to the same extent as the Lessee. Detailed procedures concerning appointing of Authorised Persons are stipulated in the Manual. The Lessee may withdraw the authorisation granted to the Authorised Persons; the Lessee is obliged to inform the Lessor of the withdrawal of the authorisation (through the Lessor's website at [www.24safe.cz](http://www.24safe.cz), by telephone, in writing or in person). After receipt of this information, the Lessor shall immediately deactivate the Authorised Person's personal card. Only a person over 18 years of age enjoying full legal capacity may become an Authorised Person.

#### IV. Acceptance and Return of the Subject of the Lease

- 1) The Lessee shall accept the subject of the lease during the "First Use of the Safe Deposit Box", when the delivery point situated at the Lessor's registered office first enables the Lessee to access the Safe Deposit Box for storage of his things. During activation, the Lessee shall choose a personal identification number (PIN) which will subsequently be used to access the Safe Deposit Box.
- 2) If the Lessee finds out that the Safe Deposit Box does not comply with the conditions stipulated in Art. III (7) of these GT&C, in particular if the keys are missing or the Safe Deposit Box is damaged or non-functional, the Lessee is obliged to immediately call in an employee of the Lessor to remove the defects found.
- 3) The Lessee is obliged to return the subject of the lease not later than on the date of termination of the lease under the relevant Agreement. The Lessee must empty the Safe Deposit Box and put both keys obtained upon acceptance of the Safe Deposit Box inside. Return of the Safe Deposit Box to the Lessor is carried out by pushing the "Terminate Lease" button at the delivery point terminal. This option will start appearing on the terminal prior to the expiration of the term of the lease. Defect-free return of the Safe Deposit Box to the Lessor is affected when the system sends the Safe Deposit Box back to its place of storage. As of this moment, the Lessee's passwords and PINs associated with the relevant Safe Deposit Box are deactivated. The Lessor then has 7 (seven) days to inspect the returned box and the keys. The personal card does not have to be returned; it remains with the Lessee and may be used with any potential new lease.

- 4) Any potential damage caused by the Lessee on the subject of the lease which is found upon termination of the lease shall be borne by the Lessee; the Lessor shall set off the necessary costs of repairing the damage against the refundable security deposit, prior to its refund to the Lessee.  
If the Lessee fails to empty the subject of the lease within 15 days of the expiry of the Lease Agreement and the lease is not terminated in the manner described in paragraph 3 of this Article, the Lessee acknowledges that the security deposit is forfeited in favour of the Lessor and that the Lessee gives the Lessor his express consent to open the Safe Deposit Box using forcible means. The Lessor shall invite the Lessee to attend the opening of the Safe Deposit Box to withdraw the deposited things.
- 5) If the Lessee fails to attend even after being requested by the Lessor to attend the opening, he shall be deemed to have given consent to opening the box in his absence and to removal of the contents of the Safe Deposit Box by the Lessor, who shall deposit these things. The Lessee is obliged to compensate the Lessor for the costs associated with depositing the contents of the Safe Deposit Box. The things shall be returned to the Lessee only when the Lessee pays all his debts under the Agreement. The Lessor shall invite the Lessee, following the removal of the contents of the Safe Deposit Box or simultaneously with the legal act resulting in termination of the lease of the Safe Deposit Box, to immediately withdraw the contents of the Safe Deposit Box; in the event the Lessee fails to withdraw the contents of the Safe Deposit Box within the period of three (3) years reserved for the withdrawal and does not communicate with the Lessor in any way, this inactivity shall represent his will to abandon the contents of the Safe Deposit Box.  
Following the expiry to no effect of the period reserved for withdrawal, the Lessor may dispose of the contents of the Safe Deposit Box at its own discretion.
- 6) The Agreement shall be terminated with the signing of the agreement on the termination of the lease of the Safe Deposit Box which can come about only after the due return of the Subject of the Lease, see Art. IV (3) of these GT&C.

#### **V. Rights and Obligations of the Lessor**

- 1) The Lessor is obliged to provide the Safe Deposit Box to the Lessee in a condition suitable for use as agreed in the Agreement, keep it in that condition and properly provide for all the services associated with the lease, thus ensuring to the Lessee an undisturbed use of the Safe Deposit Box during the term of the lease as well as secrecy and maximum security.
- 2) The Lessor may modify the specific procedure for the Lessee in manipulation with the Safe Deposit Box through the operational Manual (hereinafter also referred to as the "Manual"). The Lessee is obliged to comply with the Manual and the instructions given by the Lessor's employees in accordance with the Manual.
- 3) The Lessor does not have the technical means to open the Safe Deposit Box by non-forcible means; it is not authorised to access the Safe Deposit Box nor manipulate with its contents, unless:
  - a) The Lessor has a justified suspicion that the Lessee is in breach of the Safe Deposit Box Lease Agreement in that he stores in the Safe Deposit Box objects prohibited by law or by these GT&C. In that case, the Lessor may request that the Lessee enables it to look inside the Safe Deposit Box; the Lessor shall also have the right to inspect the contents of the Safe Deposit Box. The Lessor ascertains a defective state of affairs; the Lessor may request that the Lessee ensures a remedy and the Lessee is obliged to comply with the Lessor's instructions.
  - b) The Safe Deposit Box shows signs of danger during its storage in the strong-room (smoke, fire, bad smell, noise, leakage, etc.); in that case, the Lessor may forcibly open the Safe Deposit Box, at the Lessee's expense and in his absence, to prevent any potential damage; the Lessor's intervention shall be recorded on an audiovisual data carrier and a written record shall be drawn up on the forcible opening of the Safe Deposit Box for reasons of safety.
  - c) The Lessee loses the keys to the Safe Deposit Box; in that case, the Safe Deposit Box shall be forcibly opened in the Lessee's presence and on his expense; the Lessor shall provide the

Lessee with a new Safe Deposit Box.

- d) The Lessor has a statutory duty to enable access to the Safe Deposit Box to persons authorised so by applicable legal regulations or on the basis of a final decision of a competent authority.
- 4) The Lessor is not liable for damage incurred by the Lessee on the contents of the Safe Deposit Box due to:
  - a) unauthorised use of the Safe Deposit Box or unauthorised disposal of its contents;
  - b) failure to lock the Safe Deposit Box or incorrect manipulation with the Safe Deposit Box;
  - c) effects of unstable magnetic fields or climatic conditions.
- 5) The Lessor declares that the building where the strong-room containing the Safe Deposit Boxes is situated has been insured against fire, lightning strike, explosion, collision with an aircraft, earthquake, flooding, landslide, damage caused by water leaking from the plumbing fixtures, and burglary. This insurance covers any damage caused to the Lessee's is in the Safe Deposit Box up to CZK 100,000. The Lessor shall pay the Lessee for damage to things deposited by the Lessee in the Safe Deposit Box up to CZK 100,000, if the damage was caused by fire, lightning, explosion, plane crash, earthquake, flood, landslide, effect of water from a water supply system or robbery. The Lessor shall not pay for damage incurred by the Lessee due to robbery if the Lessee caused this damage through his own actions. In case of damage, the value of the contents of the Safe Deposit Box exceeding the aforementioned limit shall not be compensated. The Lessee may arrange individual additional insurance through the Lessor.
- 6) The Lessor shall provide the following services with the lease: non-stop access to the building, security of the building, non-stop assistance to the Lessee in accessing the Safe Deposit Box, nonstop operation of the delivery points and their heating and lighting and the associated utilities, and cleaning.
- 7) The Lessor is obliged to perform such repairs and maintenance of the subject of the lease that are required by law and reported by the Lessee.
- 8) If access is made impossible due to a fault, unplanned shutdown or other urgent reasons, the Lessor shall inform the Lessee of this fact in the 24SAFE premises.
- 9) During the term of the Agreement, the Lessor may replace the Lessee's Safe Deposit Box with a new one in case the Safe Deposit Box is defective or, potentially, if this is required to increase the security and resilience of the Safe Deposit Box or otherwise improve its other parameters. The Lessor shall announce this fact to the Lessee not later than 1 (one) month before the date of the intended replacement of the Safe Deposit Box. The Safe Deposit Box shall always be replaced in the presence of the Lessee.
- 10) With regard to the technical possibilities, the Lessor can block access to the Safe Deposit Box due to serious reasons and on the Lessee's request. The access can be blocked via the information line, or personally by visiting 24SAFE client centre. The access can be unblocked in the same way.
- 11) The Lessor may restrict access to the Safe Deposit Box if the Lessee breaches or defaults on the terms of lease.
- 12) To ensure the comfort of all the Lessees, the Lessor may, if this becomes necessary, stipulate in the Manual the number of times a Lessee may access the Safe Deposit Box free of charge in the span of one calendar month. In case the Lessee accesses the Safe Deposit Box more times that he is entitled to free of charge, the Lessor may charge the relevant handling fee to the Lessee for the extra times according the 24SAFE Price List.
- 13) If the Lessor reliably learns of a change in the governing body on the part of the Lessee who is a legal person, the Lessor shall deactivate the personal card of the previous governing body of the Lessee, if the previous governing body received such personal card. The Lessor shall inform the Lessee of such deactivation.
- 14) If the Lessee dies and the Lessor reliably learns of this fact, the Lessor shall allow access, for the purposes of emptying the Safe Deposit Box and its handover, to:
  - a) the notary or a court person dealing with the inheritance from the Lessee; or
  - b) the person who proves, through a decision issued in probate proceedings, that he acquired the ownership or co-ownership title to the things stored in the Safe Deposit Box as inheritance from the Lessee.



If these persons do not have the key to the Safe Deposit Box, it will be opened by forcible means.

In that case, the Lessor shall simultaneously deactivate the personal cards of the Lessee and all the Authorised Persons who have been authorised to access the Safe Deposit Box by the Lessee. The Lessor shall proceed similarly if it reliably learns that the Lessee's access to the Safe Deposit Box is to be denied on the basis of a final decision of a competent authority.

- 15) If the Safe Deposit Box has to be forcibly opened due to reasons on the part of the Lessee, the Lessee is obliged to compensate the Lessor for the associated costs.

## **VI. Rights and Obligations of the Lessee**

- 1) The Lessee is obliged to use the Safe Deposit Box in accordance with the Agreement, GT&C and the Manual. The Lessee is not authorised to sublease the Safe Deposit Box or use it for any purposes other than those stipulated by the Agreement and the GT&C.
- 2) The Lessee has a right to access the Safe Deposit Box 24 hours a day, 7 days a week, including Saturdays, Sundays and public holidays, with the exception of limitations set forth in Art. V (7), (8), (9) and (11). The Lessee acknowledges that the Lessor is not liable for any damage potentially incurred by the Lessee due to reasons described in Art. V (8).
- 3) The maximum duration of one access by the Lessee (a stay at the delivery point and manipulation with the Safe Deposit Box and its contents) is stipulated in the Manual. If the duration limit is exceeded, the Lessor shall proceed in accordance with the Manual.
- 4) The Lessee acknowledges that the room available at the delivery point only enables one person to manipulate with the Safe Deposit Box and its contents. An employee of the Lessor is authorised to make an exception in accordance with the Manual.
- 5) The Lessee acknowledges that no audiovisual or other recordings or photographing of the Lessor's public and private areas are permitted due to reasons of security, with the exception of the tasks that are part of the registration of the Lessor with the Office for Personal Data Protection.
- 6) If any emergency situation occurs during the Lessee's stay in the secured area of the delivery point or should the Lessee feel to be in danger, he shall proceed pursuant to the instructions set forth in the Manual.
- 7) The Lessee is obliged to keep the Safe Deposit Box clean and manipulate with it so as to prevent any damage to the Safe Deposit Box or the equipment used to manipulate with the Safe Deposit Box. The Lessee must observe the maximum load capacity of the Safe Deposit Box (the maximum capacity is 25 kg) indicated in the Manual for using the Safe Deposit Boxes; the Lessee must not overload the Safe Deposit Box and is obliged to comply with the system's request to remove things from the Safe Deposit Box in case he put in things of a greater than allowed weight.
- 8) The Lessee may not carry out any modifications altering the appearance, utility properties or condition of the Safe Deposit Box, obtain replicas of the assigned keys or make copies of the personal card. The Lessee is liable in full for any potential damage caused by the Lessee or his Authorised Person to the Safe Deposit Box or to the premises where the Safe Deposit Box is placed, either by their direct action or by storage of prohibited things; this applies even if the Lessee was not aware of the danger or harmfulness of the deposited things.
- 9) The Lessee is liable to the full extent for any damage to the things stored in the Safe Deposit Box, if: the Lessee fails to immediately notify the Lessor of the loss of a key to the Safe Deposit Box or the personal card; the Lessee causes the damage to the things himself; the Lessee stores things that damage the Safe Deposit Box by their very nature; the Lessee fails to comply with other obligations stipulated by the GT&C, the Agreement or the Manual concerning depositing and manipulation with the things stored in the Safe Deposit Box.
- 10) If the Lessee finds defects on the Safe Deposit Box or the associated equipment of the delivery point, he is obliged to immediately notify the Lessor of this fact. If the Lessor fails to remove the notified defect within 7 days, the Lessee becomes entitled to a reasonable discount on the rent. If the defect fundamentally restricts the use of the Safe Deposit Box, the Lessee is entitled to a waiver of the rent, or he may terminate the lease.
- 11) If the Lessee causes damage to the Safe Deposit Box or to the associated equipment, he is obliged to immediately report it to the Lessor and compensate the Lessor for the cost of repairs of the damage.

- 12) The Lessee is obliged to comply with the fire and safety regulations, which are available at the 24SAFE client centre. The Lessee acknowledges that the Lessor is neither authorised nor obliged to take care of the things stored in the Safe Deposit Box and that the Lessor does not accept the contents of the Safe Deposit Box into its custody, administration or disposition.
- 13) The Lessee may not store the following in the Safe Deposit Box:
  - a) things of a nature that could cause damage to the Safe Deposit Box or to the associated equipment including, but not limited to, unsecured liquids, chemicals, weapons, ammunition, or things of an explosive, flammable or otherwise dangerous nature;
  - b) perishable objects (e.g. foodstuffs);
  - c) objects that cannot be stored in a Safe Deposit Box pursuant to generally binding legal regulations.
- 14) If the Lessee is a legal person, the Lessee is obliged to inform the Lessor without delay of a change in the Lessee's governing body, so that the Lessor may deactivate the personal card of the previous governing body of the Lessee, if the previous governing body received such personal card.
- 15) Concerning acts requiring written form, if the Lessee is a legal person he is in each case obliged to submit to the Lessor the original copy of an extract from the Commercial Register not older than 3 months, which clearly indicates the person authorised to act on behalf of the Lessee.

## **VII. Manner of Payment of the Rent**

- 1) The amount of the rent, additional services and other tasks subject to a fee are stipulated in the Price List of the lease and the Lessor's services available at the Lessor's website. The prices are specified including VAT.
- 2) In the sense of Art. III (5), the Lessor requires payment of the relevant rent according to the selected option of the lease relationship and related payment in advance. The Lessee acknowledges that failure to pay the relevant amount of rent according to the agreed terms and conditions has consequences described in Art. III (5). The Lessee shall carry out the payment in the chosen manner.
- 3) The Lessee acknowledges that the Lessor may increase the amount of rent paid for each year by the amount corresponding to the average inflation rate in the Czech Republic in the previous calendar year as reported by the Czech Statistical Office by 1 February of the relevant year. The Lessor shall not apply this provision retroactively on rent that has already been paid.
- 4) The Lessee is also obliged to pay, together with the rent, a refundable security deposit in the amount stipulated by the applicable Price List. The Lessee is obliged to maintain the stipulated amount of the security deposit during the entire term of the Agreement. The Lessor may use the security deposit:
  - a) to cover potential damage caused by the Lessee in relation to the use of the Safe Deposit Box, both during the term of the Lease Agreement and upon its termination;
  - b) to cover the Lessor's costs in case of a breach of the obligations under Art. IV (5) and (6) on the part of the Lessee;
  - c) to cover its other receivables from the Lessee arising on the basis of the Agreement.
- 5) If the security deposit or its part is used during the term of the Lease Agreement for purposes specified in the previous paragraph, the Lessee is obliged to supplement the security deposit within ten days of the receipt of the Lessor's request to do so. If the Lessee fails to supplement the security deposit even after the Lessor's request, this shall constitute a material breach of the Agreement.
- 6) The Lessor shall refund the refundable security deposit to the Lessee without undue delay once the Lessee complies with his obligations stipulated in Art. V of these GT&C, unless the Lessor set off its receivables from the Lessee pursuant to paragraph 4 of this Article. The security deposit is provided free of interest.
- 7) The manner of payment of the rent and the related fees is governed by the Manual.

## **VIII. Protection of the Lessee's Personal Data**

- 1) All information related to personal data is available on the web portal [www.24safe.cz](http://www.24safe.cz) under the GDPR

section or in printed form as a separate document entitled “Personal Data Protection – GDPR” at the 24SAFE client centre.

## **IX. Claims and Complaints**

- 1) The Lessee has a right to raise claims and complaints against the Lessor if the Lessor fails to ensure defect-free performance of its obligations under the Agreement and these GT&C. Claims and complaints must be raised within 30 days of the date when the relevant breach of obligations occurred. The Lessee must send the claim by writing to the Lessor’s address indicated in Article II, where the Lessee is obliged to clearly identify himself using the details indicated in the Agreement. The Lessee may raise claims concerning the price of the rent and the additional services determined by the Lessor within 14 days of the handover or electronic delivery of the tax receipt.
- 2) Claims may also be raised in person at the Lessor’s registered office to a responsible person appointed by the Lessor. In such case the Lessor’s responsible person shall make a record of the claim which the Lessee is obliged to sign.
- 3) The Lessee is obliged to fully identify himself when raising the claim, including indication of the number of his Agreement and the number of the leased Safe Deposit Box, and accurately and comprehensively describe the facts that lead the Lessee to raise the relevant claim or complaint. Otherwise, the Lessor may request clarification from the Lessee.
- 4) The Lessor’s deadline for resolving claims or complaints shall be 30 calendar days from their receipt. This deadline shall not include the time required for corrections and clarifications. If the claim cannot be resolved within the deadline of 30 calendar days, the Lessor is obliged to inform the Lessee of the reasons why it was not possible to resolve the claim within the set deadline and inform the Lessee of any further steps, including a potential new deadline for resolution of the claim.
- 5) The response shall be delivered in a manner agreed between the Lessee and the Lessor, or in the manner used to raise the claim. The Lessor’s response must include its decision concerning the justification of the claim or complaint as well as the proposed steps to resolve the claim or complaint.
- 6) The costs of resolution of claims or complaints shall be borne by the Lessor. If the Lessee repeatedly raises claims concerning the same matter without indicating relevant facts, or in completely unjustified cases, the Lessor may charge the Lessee for the costs associated with processing the claims.
- 7) In order for the claim to be resolved by means of the Lessor’s pecuniary performance to the Lessee, the Lessee’s claim must indicate his bank account for transfer of the pecuniary performance. In the event the claim is accepted as justified, the Lessor is obliged to transfer the amount of pecuniary performance to the Lessee’s bank account not later than within 30 days of the date when the Lessor accepted the claim as justified.
- 8) Should the Lessee be dissatisfied with the resolution of his claim or complaint, he shall have the right to contact the Lessor’s governing body in writing at the address of the company’s registered office. Should the Lessee disagree with the Lessor’s subsequent decision, the Lessee may bring the matter to court.
- 9) If a consumer disputes arises from the Lease Agreement between the Lessor and Lessee, which shall not be resolved by mutual agreement, the consumer can also file a petition for an out-of-court solution of such a dispute with the designated entity for out-of-court consumer dispute resolution which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, Email: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz).



## X. Fees

service / task	payment	in CZK	in EUR	in USD
issuing separate card, without a lease of a Safe Deposit Box	one-off	CZK 500	€19	\$19
1 information SMS	annually / upon termination	CZK 3	€0.12	\$0.12
access to the Safe Deposit Box using a fingerprint scanner	monthly *)	CZK 70	€3	\$3
card blockage		free of charge	free of charge	free of charge
loss of one of the two keys	one-off	CZK 500	€19	\$19
destructive removal of the lock in case both keys were lost or a key was broken off inside the lock	one-off	CZK 3 000	€115	\$115
replacement of a Safe Deposit Box damaged by the Lessee	one-off	CZK 5 000	€192	\$192
immediate service intervention	one-off	CZK 5 000	€192	\$192
additional insurance - for every 1 million CZK/month	one-off	CZK 80	€3,5	\$3,5
extra fee for express operations (under 12 hours)	one-off	+ 100%	+ 100%	+ 100%
refundable security deposit	one-off	CZK 1 000	€39	\$39

Additional services shall be charged in accordance to the actually expended costs.

## XI. Miscellaneous

- 1) In case of a breach of any terms and conditions hereunder on the part of the Lessor or the Lessee, the other Party may withdraw from the Agreement as of the date of delivery of an electronic or written notice of withdrawal. In case the Lessor withdraws from the Agreement under which notice is given of the Agreement, the Lessee shall not be entitled to the refund of the prepaid part of the paid rent for the period that has not expired.
- 2) The Parties agree that they shall mainly communicate electronically, using the contact details indicated in the user account at [www.24safe.cz](http://www.24safe.cz). A Party shall notify a potential change in the contact details to the other Party electronically or in person. The Lessee is obliged to notify the Lessor of a change in his personal data during the term of the Agreement and submit the relevant personal identification document for the purposes of inputting the change in the Lessor's system. If only the Lessee's address has changed or if a new personal identification document issued to the Lessee contains no changes of any personal data, sending a photocopy of the new document to the Lessor's e-mail address by electronic means shall suffice.
- 3) The Lessor may choose the documents that must be delivered in writing by registered mail or delivered to the Lessee's own hands. The Lessor shall send these documents to the Lessee's address indicated in the Safe Deposit Box Lease Agreement.
- 4) Documents sent by the Lessor in writing are considered delivered upon their acceptance. In case their acceptance is refused or if the document is returned to the sender as undelivered, the date of the consignment's return to the Lessor shall be considered as the date of delivery, even if the Lessee did not learn of the need to collect the documents. Other documents shall be considered delivered to the Lessee on the 15<sup>th</sup> business day after sending.

- 5) Relationships and potential disputes arising on the basis of the Agreement shall be resolved exclusively in accordance with the laws of the Czech Republic and before Czech courts with jurisdiction.
- 6) The Agreement is executed in the Czech language. If a client's need necessitates that the text of the Safe Deposit Box Lease Agreement be translated to another language, interpretation of the Agreement in its Czech version shall prevail in case of a dispute. The same shall apply to the wording of these GT&C.
- 7) The sealed Agreement shall be archived by the Lessor for a period of at least five years of its execution, but not longer than the applicable legal regulations permit, for the purposes of its successful fulfilment; the Agreement shall not be available to third parties.
- 8) These General Terms and Conditions shall come into force and effect on 14<sup>th</sup> November 2023.

In Prague, on \_\_\_\_\_

The Lessee hereby confirms that he is acquainted with the contents of the GT&C and that he agrees with their wording, in witness whereof he affixes his signature.

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The Lessee