

# General Terms and Conditions for the Self-Storage Contract with placeB AG

## 1. CONTRACT OBJECTIVE

- 1.1. With this Self-Storage Contract placeB AG („placeB“) provides the customer (the “Customer”) with a lockable storage area (hereafter "placeBox") for his/her items for an agreed upon period of time and a fee pursuant to the present General Terms and Conditions (“GTCs”).
- 1.2. These GTCs are part of the Self-Storage Contract and the Customer is obliged to comply with these GTCs as well as the instructions provided by placeB. The Customer is liable for all damages and expenses incurred by placeB or a third party resulting from violating the Self-Storage Contract (incl. these GTCs).
- 1.3. This Self-Storage Contract does not represent an escrow agreement and placeB is not obliged to store the goods pursuant to Article 472 seq. Code of Obligations. placeB is not familiar with the type, quantity, condition or value of the Customer's items and does not receive the aforementioned information. The Customer independently stores his/her items in his/her placeBox at placeB; he/she can access his/her items and remove his/her items from the placeBox at any time.
- 1.4. This Self-Storage Contract is not subject to the legal regulations for rent of residential and business spaces, because the placeBox may not be used to conduct business or as a residential and/or living space. The Customer is prohibited from legally or factually using the placeBox as his/her residence, business or branch office and placing advertising boards, ads or lighted signs in the interior or on the exterior of the placeBox. Any activity other than storing items is strictly prohibited. The Customer also declares that the placeBox is not necessary or imperative for operating a business.
- 1.5. The present Self-Storage Contract does not represent a Safe-Contract, because the security standard provided by placeB is not sufficient. placeBox is not liable for loss, theft or damages to the items stored and is requesting that the Customer obtains insurance coverage for the value of the stored items (see Clause 8)

## 2. TAKE OVER & RETURN OF THE PLACEBOX

- 2.1. Upon entering the Self-Storage Contract, the Customer is assigned a placeBox in the agreed upon building. The Customer is not entitled to a specific placeBox. The Customer must inspect the placeBox upon assignment; he/she must report possible damages or lack of cleanliness immediately. If the Customer does not report anything at all, it shall be assumed that the placeBox was assigned in clean and damage-free condition.
- 2.2. The Customer must return the placeBox in proper and clean condition, free of any items or debris, no later than the last contract day. Potentially incurred damages or necessary cleaning and repairs shall be billed to the Customer. The security deposit will only be returned after these conditions have been met.
- 2.3. If the Customer has not removed his/her items from the placeBox by the last contract day, placeB reserves the right to remove the items. If the placeBox is occupied after the contract has expired the Customer is obliged to pay an agreed upon fee and an additional penalty of 10%.

## 3. TERMS OF USE

- 3.1. The Customer shall use the assigned placeBox exclusively and may not store items in other spaces, or on other surfaces in the building, or exceed the defined parameters of his/her placeBox. The Customer may not alter the space, walls, dividers, doors and electrical wiring provided by placeB. He/She is also prohibited from removing, damaging or using amenities, furniture and other items in the placeBox for inappropriate purposes. The Customer is not entitled to put nails in the placeBox wall, drill in screws or install any other mountings.
- 3.2. Only the storage of items in the placeBox is permitted. The Customers is especially prohibited from performing any type of tasks and erect technical equipment, or other items requiring electricity. The placeBox may not be used as a residential space, including short-term, or to operate any type of business.
- 3.3. The Customer is prohibited from using the placeBox, the building or the facility in any manner disturbing or inhibiting other customers, the administration, the facility owner or placeB as such, or disrupt traffic on the property in any way. The Customer shall refrain from blocking the automatic doors and blocking the hallways, doors and elevators unnecessarily. The use of common areas and equipment is only permitted for loading and unloading purposes. Only customer parking spaces may be utilized and are to be used for loading and offloading purposes on timely basis.

- 3.4. The regulations listed at the person and cargo elevators shall apply, especially with regard to the weight limit. The Customer must comply with the authorized floor load.
- 3.5. Delivery and removal of items must be performed diligently and may only be performed in designated areas. The Customer shall remove any debris resulting from delivery or removal of items immediately and without a reminder. Potentially incurred damages must be reported to placeB immediately, repairs will be scheduled at the Customer's expense.
- 3.6. The Customer is obliged to report any damages in or on the placeBox to placeB immediately.
- 3.7. The Customer agrees to maintain the placeBox in proper and clean condition at all times. He/She shall especially refrain from storing items in a manner compromising the building or items stored by other customers (e.g. pests, rust etc.)
- 3.8. It is strictly prohibited to store the following items:
  - hazardous, toxic, flammable, explosive, radioactive or acidity items;
  - perishable, fragrant or damp items;
  - items disrupting the use by other customers;
  - ammunition;
  - art work, jewelry, money, stamps, clocks, coins, medals, precious metals, precious stones;
  - dead or alive animals, plants and perishable food items;
  - all items requiring statutory mandated storage conditions or
  - all items that are prohibited by law.
- 3.9. Clothing, linens, blankets rugs or similar items must be treated with moth repellent by the Customer in advance.
- 3.10. IT IS STRICTLY PROHIBITED TO SMOKE IN THE PREMISES OF PLACEB, ESPECIALLY IN THE ENTRANCE AREA, THE PARKING LOTS, IN THE HALLWAYS AND IN THE PLACEBOXES. The Customer shall ensure that the functionality or access to all fire prevention equipment, such as fire prevention equipment, smoke detectors, sprinkler systems, fire extinguishers, alarm buttons, escape routes, etc. is not blocked. All fire or emergency staircases or other emergency exits may only be used in case of fire or emergencies. Any type of storage in escape routes is prohibited.
- 3.11. Storing or leaving behind trash in or around the placeBox and the building is prohibited, the Customer is obliged to remove and dispose of all trash. Disposal of waste left behind will be billed to the Customer.
- 3.12. The Customer is solely responsible for the use of all transportation equipment provided. placeB rejects any liability in the event of accidents resulting from the use of the transportation equipment.
- 3.13. placeB reserves the right to assign in its sole discretion another placeBox of the same size in the same building during the contract term upon a seven (7) day notice to the Customer. Expenses incurred due to moving the items from one space to another will be covered by placeB.

#### **4. ACCESS TO THE BUILDING AND PLACEBOX**

- 4.1. Entering and leaving the facility and the placeBox is secured. The Customer can only enter the building or the placeBox with the placeB app provided by placeB. The building and the placeBox are monitored by video surveillance cameras and the placeBox is equipped with an individual alarm system. However, the Customer is advised that the security measures do not meet the requirements of a safe or a safety box.
- 4.2. The placeBox can be accessed 24 hours on any day of the week. placeBox reserves the right to adapt the opening hours.
- 4.3. The Customer agrees to comply with all safety measures (such as codes of conduct, information signs, etc.) imposed by placeB, in particular those addressing the access and the opening and locking system of the building and the placeBox. The Customer shall ensure that he/she is the only one entering the building when opening the doors. The Customer must also ensure that the doors and gates are closed properly. He/She must notify placeB of any problems.
- 4.4. EACH ALARM ACTIVATION RESULTING FROM INCORRECT CONDUCT AND INVOLVING THE DISPATCH OF A SECURITY FIRM, POLICE OR FIRE DEPARTMENT WILL BE BILLED TO THE CUSTOMER AT A MINIMUM OF CHF 200.00. In addition, he/she will be required to pay for additional damages incurred, unless he/she can prove that he/she is not at fault.

- 4.5. The Customer is responsible for the proper conduct and compliance with the access regulations for all individuals he/she has authorized or contracted to enter the building or the placeBox on his/her behalf and he/she shall be held liable for their misconduct as if it was his/her own.
- 4.6. The Customer must lock his/her placeBox and keep it locked during his/her absence. placeB is not obliged to lock a placeBox that has not been locked.
- 4.7. Only the Customer or his/her designated representatives shall have access to the placeBox. However, placeB is entitled to enter the Customer's placeBox in emergency situations (on behalf of the Customer, placeB or third parties) and in the event of justifiable suspicion of violation of this Self-Storage Contract or the law, and if necessary, move the items to another placeBox or remove the items altogether in an effort to prevent a potentially dangerous situation. Upon prior notification of the Customer, placeB may enter the Customer's placeBox within the scope of inspections, maintenance or renovations.
- 4.8. The Customer is not permitted to use any type of additional locks. If the Customer does use such an aforementioned lock, placeB is entitled to remove the lock or have it removed and disposed of without notifying the Customer or asking for his/her prior consent.

## **5. TERM & TERMINATION**

- 5.1. The Self-Storage Contract may be limited or indefinite in terms of duration. The parties shall agree to the specific terms of duration upon entering into the Self-Storage Contract. If the Self-Storage Contract is indefinite, the parties may agree to a minimum term.
- 5.2. If a limited Self-Storage Contract has been agreed upon, and the Self-Storage Contract is not extended or the items are not removed by the end of the contract date, the Self-Storage Contract shall be extended indefinitely.
- 5.3. An indefinite Self-Storage Contract can be ordinarily terminated by both parties with a two (2) week notice, however, no earlier than the minimum duration if one has been agreed upon. A limited term Self-Storage Contract cannot be terminated ordinarily.
- 5.4. Extraordinary termination due to breach of contract is governed in Clause 8.

## **6. PAYMENT TERMS & SECURITY DEPOSIT**

- 6.1. The provision of a placeBox is subject to charges. The payment amount and payment method shall be determined prior to entering into the Self-Storage Contract.
- 6.2. Full payment for a Self-Storage Contract with a limited or a minimum term must be rendered in advance. Payment for an indefinite contractual term outside of the minimum term must be rendered monthly in advance.
- 6.3. placeB is entitled to adjust the payment during an indefinite contractual term (upon expiration of the potential minimum duration) at any time and without a reason. The Customer shall be notified in writing a minimum of four (4) weeks prior the change becoming effective.
- 6.4. The Customer may be subject to a security deposit payable to placeB in the minimum amount of one month charge upon entering into the contract. This amount may be adapted upon increasing the monthly payment. placeB reserves the right to request a higher security deposit on a case to case basis. The security deposit will not accrue interest and shall be returned to the Customer no later than thirty (30) day after contract expiration and timely, proper return of the placeBox. However all pending contractual claims of placeB against the Customer will be deducted.

## **7. PLACEB LIABILITY**

- 7.1. placeB will not insure the Customer's stored items. Storing the items shall be at the Customer's own risk.
- 7.2. PLACEB REJECTS ANY AND ALL LIABILITY FOR DAMAGES, LOSS OR DESTRUCTION OF THE CUSTOMER'S ITEMS REGARDLESS OF THE REASON (E.G. AS A RESULT OF THEFT, FIRE, WATER DAMAGE, VANDALISM) AND REGARDLESS WHETHER THE ITEMS WERE LOCATED IN THE PLACEBOX, WITHIN THE BUILDING OR ON THE PROPERTY.
- 7.3. THE CUSTOMER IS SOLELY RESPONSIBLE FOR GRANTING ACCESS TO HIS/HER PLACEBOX TO THIRD PARTIES AND PLACEBOX SHALL NOT BE HELD LIABLE FOR DAMAGES, LOSS OR THEFT OF THE CUSTOMER'S ITEMS RESULTING FROM GRANTING SUCH ACCESS TO THIRD PARTIES.

- 7.4. PLACEB IS NOT LIABLE IF ACCESSING THE PROPERTY OR THE PLACEBOX IS TEMPORARILY NOT POSSIBLE, FOR INSTANCE, DUE TO A TECHNICAL PROBLEM. The Customer is not entitled to any type of reimbursement by placeB due to temporary service interruptions regarding the placeBox or the property, such as water, electricity etc. or claim damage entitlements or payment reductions.

## **8. INSURANCE FOR THE STORED ITEMS**

- 8.1. The Customer must obtain all-inclusive insurance coverage for the stored items and maintain the coverage throughout the storage term. The insurance coverage must include fire risk, explosion, water damage, robbery, theft, vandalism and damages caused by the elements in the amount of the stored items recovery value.
- 8.2. The Customer has the following options to comply with the obligation to obtain insurance coverage:
- obtain insurance coverage through placeB: placeB will obtain an insurance policy with a renowned insurance company for this purpose; or
  - obtain insurance with an insurance company of his/her choice or purchasing additional coverage within the framework of an existing insurance to cover the items stored at placeB.
- 8.3. If insurance coverage is purchased through placeB,
- the Customer shall inform placeB of the stored items' new value,
  - the Customer shall inform placeB, if the stored items' new value changes during the contractual term,
  - the insurance will only cover the insured new value, but not any differences between the insured new value and the actual loss,
  - insurance coverage will lapse if the Customer is in arrears with the respective insurance payment for more than ten (10) days. A reminder is not required.

## **9. TERMS OF USE WLAN**

- 9.1. placeB shall make available to customers at certain locations wireless Internet access (WLAN) on placeB's premises during the customer's stay. placeB shall be under no obligation to warrant the actual availability, suitability or dependability of this Internet access for any purposes whatsoever, including in terms of volume. placeB shall have the right to at any time limit customer's access entirely, partially or for certain periods of time or to completely exclude the customer from further use. In particular, placeB reserves the right to block access via the WLAN to certain pages or services at its complete discretion.
- 9.2. placeB shall provide the customer with access data (login and password) for the use of the WLAN. placeB may change this access data at any time or limit its use to certain time periods. In this case, the customer shall have the option to request new access data. The customer shall undertake to keep the access data confidential at all times.
- 9.3. The customer is aware of the fact that the WLAN merely establishes an access option to the Internet. placeB shall not provide any further security measures (e.g. virus protection, firewall, etc.). The data communications established under the use of the WLAN utilize WPA2 encryption so that any misuse by third parties can almost be ruled out and the data may not be viewed by third parties. The use of the data communications established under the WLAN is not encrypted so that third party misuse cannot be ruled out and the data may be viewed by third parties. Customer shall use the WLAN at customer's own risk. placeB shall not assume any liability for damages to end devices or customer data as a result of the WLAN use.
- 9.4. The customer shall undertake to comply with applicable laws when using the WLAN. Specifically, the customer shall:
- Not illegally reproduce, distribute or make publicly accessible any copyright protected works;
  - Not use the WLAN to distribute any unethical or illegal content;
  - Comply with the applicable legislation aiming at the protection of adolescents;
  - Not send or distribute any degrading, slanderous or threatening content;
  - Not use the WLAN to send spam and/or other types of impermissible advertising.
- 9.5. The customer is hereby notified that any use of the WLAN may be documented and archived by placeB along with the IP address, MAC address, date and duration.

## **10. DATA PROTECTION**

- 10.1. placeB will comply with Switzerland's Data Protection Act and process personal data accordingly.

- 10.2. The Customer agrees that persons will be monitored by surveillance cameras in the building and in the placeBox. The Customer explicitly agrees to the storage, retention and analysis by placeB regarding the data recorded by the surveillance cameras and access control units.

## **11. CONSEQUENCES OF A CONTRACTUAL BREACH**

- 11.1. If the Customer does not comply with the payment terms or other conditions defined in the Self-Storage Contract (incl. these GTCs):
- placeB is entitled to refuse the violating Customer access to the building and/or the placeBox and to revoke access authorization;
  - placeB may terminate the Self-Storage Contract with the violating Customer effective immediately and without notice, provided placeB has sent a reminder to the violating Customer (incl. via e-mail and SMS) and the violating Customer has failed to comply with his/her payment or other obligations within ten (10) days upon receipt of the reminder. In the event of severe contractual violations committed by the Customer, placeB is entitled to terminate the contract immediately without a reminder or granting a notification period; and/or
  - the violating Customer shall be held liable for all damages incurred by placeB due to his/her breach of contract.
- 11.2. The Customer agrees to remove his/her items from the placeBox and return the placeBox in clean condition within 48 hours upon receipt of an extraordinary termination notice.
- 11.3. The parties agree that placeB is entitled to exercise retention rights regarding the Customer's stored property in the event of open payment claims, in which case the items are stored as the legal property of placeB for the purpose of securing placeB's indemnities, payment and damage claims resulting from the Self-Storage Contract with the Customer, placeB may:
- store the items at another location at the Customer's expense and risk,
  - sell the items (at its discretion, independently or by the way of auction), in an effort to recover losses, or,
  - dispose of the items if the items are of low value or no value.

The profit from all sales of the items shall be used to cover the losses incurred by placeB. The losses not covered by the sale of the Customer's property, as well as the costs incurred from the sale or the destruction of the items must be covered by the Customer. Potential surplus from the sale of items shall be deposited in a non-interest bearing account, whereby the Customer may claim the balance.

## **12. MISCELLANEOUS**

- 12.1. placeB reserves the right to amend these GTCs unilaterally based on developing situations and business experience, whereby placeB shall ensure that no extensive and unjustified disproportion between the Customer's contractual entitlements and contractual obligations will occur. Such amended GTCs shall apply to the Self-Storage Contract with the Customer.
- 12.2. The Customer is not permitted to sublease the placeBox in part or entirely, but he/she may grant use to third parties. The responsibility shall remain with the Customer.
- 12.3. Transferring this Self-Storage Contract requires the written consent of placeB. placeB is entitled to reject the transfer without stating a reason.
- 12.4. The Customer shall notify placeB of changes in address, telephone number and e-mail address immediately. Until this information is received, placeB is entitled to legally send correspondence to the last known addresses and telephone numbers.
- 12.5. If certain conditions in this Self-Storage Contract should be, or become invalid, the remaining conditions shall remain valid entirely. The invalid condition shall be replaced by a condition closest to the parties' intent.
- 12.6. placeB is entitled to communicate with the Customer using the cellular telephone number and/or e-mail provided by the customer.

## **13. APPLICABLE LAW & JURISDICTION**

- 13.1. This Self-Storage Contract is subject to Swiss Law under exclusion of the conflict of law provisions and the United Nation Convention for the International Sale of Goods (CISG).

13.2. The Courts of the City of Zurich (district 5) are responsible for all disputes resulting from this Self-Storage Contract.