

**TERMS AND CONDITIONS FOR THE RENTAL  
OF  
SAFE DEPOSIT BOXES**



**safebox24**

SAFE DEPOSIT BOXES 24/7

**WARSAW, JANUARY 2022**

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## ARTICLE 1. INITIAL PROVISIONS

1.1 These Regulations define the principles of rental for Deposit Boxes in Idealbox Sp. z o.o. with its seat in Warsaw (address: ul. Marszałkowska 58, 00-545 Warszawa), registered in the register of entrepreneurs conducted by the District Court for Warsaw Capital City, XIII Commercial Division KRS under KRS number KRS: 0000657685, REGON: 366307249, NIP: 9512426729, e-mail: kontakt@safebox24.pl.

1.2 Whenever in the Regulations, the terms defined below are used, in capital letter, they shall have the following meaning:

### 1.2.1 Emergency Opening of the Deposit Box

shall mean the opening of the Deposit Box by the Depository involving technical or mechanical overcoming the closing – the electromagnetic lock of the Deposit Box, which may cause damage to the lock and necessity to replace it into the new one. Emergency Opening Deposit Box will be recorded in video. In justified cases, Emergency Opening of the Deposit Box will have the protocol attached in the presence of the notary public.

### 1.2.2 Price list

shall mean the Price List attached to the Regulations defining the level of the remuneration for Rental and additional fees granted to the Depository in connection with the Rental Agreement of the Deposit Box concluded.

### 1.2.3 Deposit

shall mean movables, in particular papers, money, documents, jewellery, valuable items, works of art, or other precious items which are deposited by the Client on the basis of the Rental Agreement of the Deposit Box concluded. The Deposit is the sole property of the Client. In exceptional cases, described in Article 4 of the Regulations, the Depository has the right to place the Deposit for a court deposit or sell the object of the Deposit in the course of an auction. In exceptional cases, described in Article 7 of the Regulations, the Depository has the right to suspend the release of the contents of the Deposit Box or to grant access to the Deposit Box to authorized bodies.

### 1.2.4 Depository

shall mean Idealbox Sp. z o.o. with its seat in Warsaw (address: ul. Marszałkowska 58, 00-545 Warszawa), registered in the register of entrepreneurs conducted by the District Court for Warsaw capital city XIII Commercial Division KRS under KRS number: 0000657685, REGON: 366307249, NIP: 9512426729.

### 1.2.5 Personal data

shall mean information on identified natural person or possible to be identified.

### 1.2.6 Working Days

shall mean days from Monday to Friday excluding statutory free days from work.

### 1.2.7 Working hours

shall mean hours from 9.00 to 18.00 on Working Days.

#### 1.2.8 Identification

shall mean identification of the Client for the purposes of access to the Vault and Deposit Box by means of biometrics or another method offered by the Depository in the Vault.

#### 1.2.9 Client

shall mean natural person, legal person or organizational unit not possessing legal personality, concluding with the Depository the rental agreement of the Deposit Box.

#### 1.2.10 Civil Code

shall mean the act of 23 April 1964 – civil code (as amended).

#### 1.2.11 Location

shall mean one of the locations of the vault prepared in selected cities of Poland and made available for the Client.

#### 1.2.12 Rental

shall mean the rental of Deposit Box.

#### 1.2.13 Proxy

shall mean the person authorised by the Client having the access to Deposit Box under the principles defined in the regulations and granted power of attorney. All the provisions of the regulations speaking about the Client shall be respectively applicable to the Proxy of the Client.

#### 1.2.14 The entity obliged

shall mean the Company IDEALBOX Sp. z o.o., obliged to use the provisions of the act on counteracting money laundering and financing terrorism.

#### 1.2.15 AML procedure

shall mean the procedure used by the depository of counteracting the money laundering and financing terrorism.

#### 1.2.16 Bank Account

shall mean the bank account of the Depository number 34 1140 1010 0000 4713 1800 1001 in mBank.

#### 1.2.17 Regulations

shall mean the Regulations for the Rental of Safe Deposit Boxes.

#### 1.2.18 **Force Majeure**

shall mean the event of accidental or natural character, the occurrence of which may not have been expected, avoided nor prevented. They include in particular events of catastrophe nature, acts of nature and extraordinary events in the form of collective life, as war, riots, etc.

#### 1.2.19 **Vault**

shall mean separated and secured room of the Depository against the access of unauthorised persons located in one of the available Locations, used for storing the Deposit in accordance with the provisions of the Rental Agreement in the period of Rental of Deposit Box. The Vault is secured with high quality alarms, is monitored, protected by natural person to which the access have only Clients with identification.

#### 1.2.20 **Deposit Box**

shall mean separated and secured place in the Vault, which can be rented at a specified fee for storing the Deposit. The box is equipped with an electro-magnetic lock to which the access only Client obtains by means of Identification or the person authorised by the Client as Proxy.

#### 1.2.21 **Agreement**

shall mean the Rental Agreement of the Deposit Box concluded between the Client and the Depository.

#### 1.2.22 **Act on counteracting the money laundering and financing terrorism**

shall mean the Act of 1 March 2018 on counteracting the money laundering and financing terrorism (i.e. J. of . of . 2019 it. 1115 as amended).

## **ARTICLE 2. SUBJECT OF THE REGULATIONS**

2.1 The Depository allows for his Clients storing for a fee of Deposits in the Deposit Boxes located in the Vault under the principles defined in the Agreement and these regulations and additional fees foreseen in the Price List.

2.2 The Depository rents the Deposit Boxes to his Clients, who can be persons full of age natural persons, legal persons and organizational units without legal identity, whereas these can be also residents and non-residents of the Republic of Poland.

## ARTICLE 3. CONCLUDING THE AGREEMENT

3.1 Before starting the conclusion of the Agreement, the Client shall be obliged to familiarize with the text of the Regulations and using the Deposit Box and carefully fill in and transfer to the Depository the proper statements, including the statements resulting from the internal AML procedure applicable at the Depository. Failing to transfer, before concluding the agreement, the above statements, causes the lack of possibility to conclude the agreement. In the light of the provisions on counteracting money laundering and financing terrorism and internal AML procedure, the Depository after the analysis of the transferred statements may refuse to conclude the agreement with the Client.

3.2 In order to deposit the Deposit in the Deposit Box between the Client and the Depository the Agreement is concluded containing in particular the following elements:

3.2.1 The liability of the Depository to make available for usage of the Client the Deposit Box for storing the Deposit under the terms and conditions defined in the Agreement and the regulations;

3.2.2 Liability of the Depository to protect the Vault with preservation of highest diligence in the issue of protecting the Deposit Box;

3.2.3 Defining the period of Rental and remuneration of the Depository for Rental.

3.3 The Agreement may be signed only by one person, who in this moment becomes the Client. In case of legal persons with two-person representation, in the Agreement one person representing the Client is indicated.

3.4 The Client shall be obliged to present to the Depository the valid ID card (personal ID or passport) for making review and comparing data with the data contained in the Agreement. The Depository in accordance with art. 34 it.2 point 4 of the Act on counteracting money laundering and financing terrorism has the right to perform the copy of ID documents of the Client, proxies and the persons authorised by the Client to access to the Deposit Boxes. The Depository is not responsible for forged documents of ID or using the ID document by the person not authorised for this, if he took all necessary steps to review the ID of the person using the document.

3.5 In case of legal persons, except for the documents specified in point 3.4, primary document necessary to conclude the Agreement is valid extract from the proper register, documenting the method of representation of the legal person by the proxy it is necessary to present the original of the power of attorney to conclude the Agreement in the form of notary deed or notary certified signature.

3.6 The Client may conclude the Agreement for the definite time indicated in the Agreement. Before the lapse of the Rental time of the Deposit Box, the Client may extend the Agreement for the further period of time defined, placing proper disposition to the Depository by correspondence (as well as in person) and making the payment of the remuneration due to the Depository in accordance with the Price List, by bank transfer to the Bank Account or in person in the office of the Depository.



3.7 The Client shall not be entitled to transfer the rights resulting from the Agreement to other persons, and in particular may not conclude the sub-rental agreements, nor give for rental the subject of Rental to other persons.

3.8 The Client undertakes to pay for the Depository the remuneration and other fees in accordance with the provisions of the Agreement, Regulations and Price List.

3.9 Return giving of the Deposit, both before the lapse of the Rental period and after its lapse shall take place only after settling by the Client the liabilities resulting from the Agreement or Regulations for the Depository, which in particular refers to the remuneration and additional fees, referred to in Article 6 of these Regulations.

3.10 The Client consciously and voluntarily makes available for the Depository the personal data and expresses the consent for its processing for the purpose connected with concluding and realizing the Agreement including for review and for the telephone and email contact connected with the Agreement realized.

3.11 Depository in the light of the provisions of the applicable Act on counteracting money laundering and financing terrorism and applicable at the Depository's internal AML procedure, in the situations defined therein, has the right to request the Client or the Proxy to present the additional data necessary in the review process and withhold the access of the Client or the Proxy to the contents of the Deposit Box.

## **ARTICLE 4. USING THE DEPOSIT BOX**

4.1 Storing Deposit in the Deposit Box.

4.1.1 The Client and the Proxies may independently dispose of the contents of the Deposit Box. The Depository assures for the Client and the Proxies unlimited access to the Deposit Box 24 hours, 7 days on the week with the reservation of the provisions of the Agreement and the Regulations.

4.1.2 For the purpose of using the Deposit Box, the Client shall be granted the access to the Vault and access to Deposit Box with the use of Identification. Processing the personal data for biometrical identification takes place with written, aware and voluntary consent of the Client and the Proxies, for processing their personal data expressed in the form constituting the attachment to the Agreement.

4.1.3 The person authorised to access to the Deposit Box and dispose of the Deposit is the Client and each Proxy, namely the person authorised by him, being subject to identification, including biometrical identification, who expressed their written, aware and voluntary consent for processing personal data, including biometrical data, for review, expressed in the form constituting the attachment to the Agreement. Making available the Deposit Box to the person identified shall represent due performance of the liability of the Depository.

4.1.4 Depository shall not make any repeated identity check of the persons using the Deposit Box unless they are identified and ascribed to the Deposit Box as the Client and the Proxies. The Depository shall be entitled to check and record the identity of the person opening the Deposit Box whereas, if Identification was confirmed positively, the Depository has no right to refuse for the person the access to the Deposit Box unless the prohibition of access results from the provisions of the Act on counteracting money laundering and financing terrorism or is imposed by proper bodies.

4.1.5 Depository does not have influence on changing the contents of the Deposit Box by the Client or Proxies. The Client or Proxies, before depositing the items in the Deposit Box, are obliged to submit to the Depository the proper statement in the scope of subjects submitted to the Deposit Box.

4.1.6 Depository, including his employees and representatives, will not have any access to the contents of the Deposit Boxes beyond the extraordinary circumstances defined in the Regulations. Emergency Opening of the Deposit Box by the Depository will always require proper protocol, video recording on the activity of opening the Deposit Box and notifying the Client about such and activity. In justified cases Emergency Opening the Deposit Box will require the presence of the notary public.

4.1.7 The access to the Deposit Box may be limited for the reasons defined in the Regulations.

4.1.8 Depository has the right to limit the access to the Deposit Boxes in case of failing to pay by the Client the remuneration for the Rental of the Deposit Boxes or other fees foreseen in the Regulations, Agreement or the Price List and in cases defined in the Act on counteracting the money laundering and financing terrorism.

4.1.9 The Deposit may not be:

- (i) radioactive, inflammable, toxic, abrasive and irritating materials;
- (ii) explosives and ammo;
- (iii) items coming from the crime;
- (iv) psychotropic and intoxicating means, drugs;
- (v) materials posing threat to life and health;
- (vi) human organs or animal organs, live or dead animals;
- (vii) items being subject to going bad;
- (viii) items releasing smell or emitting sound;
- (ix) each item the possession of which in accordance with the Polish law is prohibited or the method of its storage is settled by detailed provisions.



4.1.10 The Client and the Proxies using the Deposit Box may not bring into the Vault any luggage, except for this being in common use like notebooks, bags, backpacks, files or handbags.

4.1.11 Depository has the right to withhold the issue of the contents of the Depository Box on the basis of the provisions of the Court, Prosecutor, General Inspector of the Tax Control, General Inspector of Financial Information. The Depository has the right to withhold the issue the contents of the Depository Box on the basis of the provisions issued by other bodies, if the authorisation to do such activities results from the law provisions.

4.1.12 On the basis of the order to search issued by the body conducting the penal procedure in relation to the Client, the Depository allows the access to the authorised body to open and search the Deposit Box by the body. Such an access is subject always to the procedure of Emergency Opening of the Deposit Box. Emergency Opening of the Deposit Box by the Depository will always require proper protocol, video recording on the activity of opening the Deposit Box and notifying the Client about such and activity. In justified cases Emergency Opening the Deposit Box will require the presence of the notary public.

4.1.13 In case of obtaining the information on declaring bankruptcy of the Client or opening liquidation the issue of the contents of the Deposit Box is withheld until declaring by the court officer or the liquidator.

4.1.14 On the basis of the order of the court executor conducting the enforcement procedure towards the Client of the Deposit Box or the activity of another authorised enforcement body, the Depository grants access to the Deposit Box to the court executor (enforcement body) for opening the Deposit Box by the court executor or another enforcement body. Such an access is always subject to the procedure of Emergency Opening of the Deposit Box. From the Emergency Opening of the Deposit Box the protocol will be prepared in the presence of the notary public.

## 4.2 Proxies and legal successors of the Client.

4.2.1 All provisions of the Regulations speaking about the Client are applicable to the Proxy of the Client. The Client may allow for another person the access to the Deposit Box rented by him by means of appointing the power of attorney and providing the appointed person the Identification in the scope connected with the access to the Vault and the Deposit Box. The Client may not appoint more than two Proxies for independent disposing of the contents of the rented Deposit Box.

4.2.2 Statement on granting the power of attorney must be submitted by the Client in the written form in the presence of the Depository and expressing the written aware and voluntary consent of the proxies for processing their personal data, including biometrical data. Periodical powers of attorney are allowed, or in another manner limited taking into account the point 4.2.3 of the Regulations.

4.2.3 The Power of attorney may contain the reservation whether it will be applicable after the death of the Client. The power of attorney may also define that the Proxy will have the access to the Deposit Box only in case of death of the Client.

4.2.4 The power of attorney authorises to dispose of the Deposit. The power of attorney authorises to introduce changes in the Rental.

4.2.5 The cost of appointing the Proxy, shall be borne by the Client in accordance with the applicable Price List.

4.2.6 The proxy shall not be entitled to grant further powers of attorney.

4.2.7 The power of attorney may be at any time recalled by the Client by means of the statement submitted in the email correspondence sent from the email address for correspondence or in person in the office of the Depository. The recalling of the proxy is effective upon delivery in Working Hours to the Depository the statement on recalling the power of attorney. If the statement was submitted by the Client beyond the Working Hours it is accepted that it was delivered and causes the effect with the commencement of the nearest Working Hours.

4.2.8 Expiration of the Rental Agreement of the Deposit Box does not result in expiration of the Power of attorney.

4.2.9 If the Client granted the power of attorney which expires as a result of death the access of the proxy to the Deposit Box is ceased in case of obtaining by the Depository of the copy of the act of death of the Client.

4.2.10 In case of death of the Client, the Depository grants the information on possessing the Deposit Box by the Client upon the application of the Court in connection with the court procedure pending or upon the application of the heir, who is indicated in the valid decision of the Court on stating the legacy or act of certification of the heritage certified by the notary public, with presentation of the original of any document indicated above.

4.2.11 The regulations are applicable for the heirs of the Clients, his legal successors and representatives, in the same scope, in which it was applicable for the Client. It means that the Depository may make Emergency Opening of the Deposit Box exclusively upon the demand of the Heir authorised to dispose of the Deposit under the principles foreseen for the Emergency Opening of the Deposit Box upon the demand of the Client.

4.2.12 All costs connected with the procedure of making available the Deposit Box to the heirs of the Client shall be borne by the heirs of the Client jointly.

4.2.13 Depository does not bear any liability towards heirs of the Clients for changes in the contents of the Deposit Box made by the proxies of the Client. From the moment of obtaining a copy of the act of death of the Client, the Depository shall be obliged not to make the Deposit Box available to the Proxy who was not authorised to access to the Deposit Box after death of the Client.

4.2.14 Depositor shall make available the Deposit Box to the heirs after presenting the act of death of the Client and valid and final decision of the Court on stating the acquisition of legacy or notary deed of certification of heritage. In the event when the right to legacy is granted to a few heirs, the heirs are obliged to submit valid decision of the court on division of the legacy or submitting directly to the Depository consistent statement of all heirs on division of assets or submitting the agreement on division of assets in the form of notary deed. The exclusive proof of the death of the Client is the act of death of the Client, which must be made available by the proxy or another person to the Depository in the copy of the original. The Depository has the right to keep the copy of the original of the act of death.

4.2.15 In case of death of the Client, when he did not appoint any Proxy, whose power of attorney would valid also after his death, or in the event when the Proxy did not appear to the Depositor within 14 days from notification to the address provided in the statement on appointing the proxy, the Depository is authorised to Emergency Opening of the Deposit Box and submitting the Deposit for the court deposit conducted by the proper court at the cost of the Client and heirs. Emergency Opening of the Deposit Box by the Depository will always require proper protocol, video recording on the activity of opening the Deposit Box and notifying the Client about such and activity. In justified cases Emergency Opening the Deposit Box will require the presence of the notary public.

4.2.16 Making available for the Proxy, heir or the court officer the access to the Deposit Box depends on settling by the persons fees in accordance with the Price List concerning all arrears for the services provided for the Client or his legal successors, representatives and proxies by the Depository.

4.3 Access to the Vault and giving Deposit upon the demand of the Client not identified biometrically.

4.3.1 In case of error in identification the Client and his proxy appointed pursuant to the provisions of the Regulations may demand from the Depository under the principles defined below:

- (i) conducting repeated Identification;
- (ii) allowing for access to Vault;
- (iii) making available the Deposit Box or Emergency Opening the Deposit Box.

4.3.2 In working hours, of the office of the Vault, i.e. in Working Hours from Monday to Friday, except for statutory free days from work, the Client or his Proxy may demand to have the access available to them to the Vault despite the error of identification after prior confirmation by the Depository the identity of the Client or his Proxy under the principles defined in point 4.3.1. The employee of the Depository is authorized to prepare on this occasion the proper document and demand the confirmation by the Client or his Proxy the granted access to the Vault and Deposit Box.

4.4 Security

4.4.1 The Client shall have the right to obtain exhaustive information concerning the procedure of access to the Deposit Box however the Depository in the interest of each Client reserves the right not to make for the Clients available the exhaustive information on data concerning the method of security the Vault.

4.4.2 In the area of the Vault, there is absolute prohibition to use any electronic devices allowing for registration of image and sound or devices disturbing, capturing, registering signals of alarm devices. Depository assures the room, in which there are no limitations applicable in using electronic devices which register the image and sound which is excluded from the monitoring covering the Vault.

4.4.3 Depository have the right to expel from the area of the Vault each person who uses any electronic device in the zone not intended for that, as well as terminate the Agreement with such a Client in the immediate mode, whereas such a person is not entitled to return the amount of the remuneration paid in advance. The Client shall bear liability for the actions of such persons authorised to access to the Deposit Box indicated in point 4.1.3 of the Regulations as for his own actions.

4.4.4 Concluding the Agreement by the Client and by the authorised persons, indicated in point 4.1.3 of the Regulations, from the access to the Deposit Box is the acceptance of the conditions for using the access to the Vault and auxiliary rooms, including their monitoring. The Client and the persons authorised indicated in point 4.1.3 of the regulations using the access to the Vault and auxiliary rooms express the consent for using their personal data in the form of image maintained by visual monitoring.

4.4.5 The persons using the Deposit Boxes during each visit in the Vault have the obligation to fulfill all security procedures made available to them and described by the Depository as well as secure all elements necessary for making the Deposit Box available, including in particular Identification, documents and all other security elements.

4.4.6 In case of losing or disclosing any element significant for the security of the access to the Deposit Box, the Client shall have the obligation to notify immediately the Depository thereof.

4.4.7 Upon the demand reported to the Depository in Working Hours by means of email or on the phone and confirmed no later than within 2 hours by email, Depository will install the blockade of the Deposit Box preventing from its opening. The blockade will be removed only after reporting such a demand by the Client or the Proxy, if the power of attorney was not withdrawn, in the presence of the Client or the Proxy.

4.4.8 Depository shall not bear liability for the loss of the contents of the Deposit Box caused as a result of failing to preserve the principles of cautiousness by the Client or the Proxies resulting from the procedure to secure the access to the Deposit Boxes.

4.4.9 Depository, in case of damaging the Deposit at the fault of the Depository, shall be responsible for damaging or destruction of the Deposit up to the amount of the damage proved.



4.4.10 Depository shall not bear liability for loss of contents of the Deposit Box, which took place as a result of danger, which could not have been foreseen even with preservation of high diligence.

4.4.11 In extraordinary situations, justified with safety of persons, property in significant sizes or security of the Deposit Boxes, Depository shall be authorised to Emergency Opening of the Deposit Box with preservation of available means of security to protect their safety and confidentiality. Emergency Opening of the Deposit Box by the Depository will always require proper protocol, video recording on the activity of opening the Deposit Box and notifying the Client about such and activity. In justified cases Emergency Opening the Deposit Box will require the presence of the notary public.

## **ARTICLE 5. INSURANCE OF DEPOSIT BOX**

5.1 Depository allows for insurance of each Deposit Box. The minimum insurance in the amount defined in the Price List is obligatory for each Deposit Box and shall be subject to fees foreseen in the Price List.

5.2 Irrespective of the minimum insurance described in point 5.1 Depository allows for additional insurance of the Deposit Box. The limits of additional insurance and fees for additional insurance are described in the Price List.

5.3 Financial liability of Depository for loss or damage to the contents of Deposit Box shall be limited to the value of the insurance cover which is in place for each Deposit Box.

## **ARTICLE 6. REMUNERATION AND ADDITIONAL FEES**

6.1 For the Rental of the Deposit Box and additional services the Client shall be obliged to pay for the Depository the remuneration in the amount resulting from the Price List.

6.2 The Client undertakes to pay the remuneration in advance for the whole period of Rental of the Deposit Box.

6.3 Depository reserves the right to change the level of remuneration and additional fees defined in the Price List during the Rental period for important reasons. In such a case the Depository informs the Client to the indicated email address for correspondence no later than two weeks before the proposed date of entering into force of the Price List, providing in the information the date. The prices are subject to change on the date indicated in the notification on their change, except for the remuneration of the Depository for the Rental period, for which it was paid in advance.



6.4 In the event of damage to the electromagnetic lock of the Safe Deposit Box due to the Customer's fault, the Customer is obliged to immediately notify the Depository of the damage and cover the costs in the amount specified in the Price List related to the Emergency Opening of the Safe Deposit Box and the replacement of the lock.

6.5 Due to the high risk of damage to the deposit cassette during the Emergency Opening of the Deposit Box, the Customer, in the event of an Emergency Opening, in the course of which the deposit box was also damaged, undertakes to cover the costs of replacing the deposit box lock and the costs of replacing the deposit cassette.

## **ARTICLE 7. TERMINATION OF THE AGREEMENT**

7.1 Termination of the Rental Agreement of the Deposit Box may take place as a result of lapse of period for which it was concluded, termination of the Agreement by the Client or submitting the statement on termination of the Agreement by the Depository as a result of infringing by the Client the provisions of the Agreement or the Regulations.

7.2 14 days before the lapse of the period for Rental of the Deposit Box, the Depository shall notify the Client on completing the period of the Agreement and shall call him to collect the Deposit.

7.3 The Client undertakes to empty the Deposit Box at the latest on the last od period of Rental for which the remuneration was paid.

7.4 In case of failing to report the Client for the collection of the Deposit, after the lapse of 30 days from the moment of completing the date for Rental of the Deposit Box, the Depository may conduct commission, Emergency Opening of the Deposit Box. In such a case at the cost of the Client, by his choice, shall be entitled to:

7.4.1 submit an application for expressing the consent to submit the Deposit for the court deposit and in case of obtaining proper consent of the court, to submit the Deposit to the court deposit; or

7.4.2 the sales of the subject of the Deposit in the course of the bid, over which the official supervision shall be executed by the court officer or the notary public;

7.4.3 in case of non-transferrable Deposits (without commercial value or with low commercial value) the Depository after 6 months from the completion of the period for Rental of the Deposit Box may conduct destruction of the subject of the Deposit, from which activity the protocol will be conducted;

7.4.4 in case of Deposits inconsistent with the regulations, contrary to law or which require detailed permits the Depository shall be obliged to transfer the subject of the Deposit immediately to authorised bodies.

7.5 If the Client does not collect the Deposit from the Deposit Box and will not release the Deposit Box until the completion period of the Rental Agreement, he shall be obliged to pay the remuneration for non-contractual usage of the Deposit Box calculated in the following manner: 500% of the month remuneration indicated in the Price List for the Rental of Deposit Box for each commenced 30 days of storing the Deposit after the completion of the Rental Agreement.

## ARTICLE 8. PRIVACY POLICY

8.1 The Client and the persons authorised by him are aware of the processing by the Depository their personal data and express their voluntary consent for processing personal data by the Depository, which means expressing the consent by the Client and the persons authorised by him, for processing personal data, for the purposes necessary to conclude and perform the Agreement, including biometrical identification under the conditions defined in the Regulations.

8.2 Personal data of the Clients and persons authorised by the Client will not be made available to other entities, with the reservation of the point 8.3 of the Regulations.

8.3 The data of the Client and the persons authorised by the Client may be made available on the basis of applicable law provisions, upon demand of the authorised bodies and made available or entrusted to process for the entities providing services for the Depository.

8.4 Biometric data of the Clients and persons authorised by the Client will not be made available to any third parties and will be used by the Depository exclusively for the realization of the Agreement, unless in accordance with the law provisions the Depository will be obliged to transfer such data.

8.5 Client and persons authorised have the right to access to own personal data and the right to correct it after previously submitted application and confirming identity.

8.6 Personal data is stored with the preservation of the principles and security consistent with the requirements defined in the law provisions.

8.7 Depository assures keeping in secret data of his Clients and contents of the Deposit Boxes, provided the Client keeps all principles defined in the Regulations, Agreement and the applicable law provisions.

8.8 Personal data, is processed for the purposes necessary to:

8.8.1 establish, shape, change the text, terminate and proper realization of the services provided by the Depository.

8.8.2 for considering the complaints and return the benefits in case of withdrawing from the Agreement, for the realization of the law provisions as well as for the purposes connected with legally justified interest of the Depository.

8.9 The administrator of the personal data of the Client and persons authorised by the Client is Depository– Idealbox Sp. z o.o. with its seat in Warsaw, represented by the Management Board (address: ul. Marszałkowska 58, 00-545 Warszawa). The Company is registered in the register of entrepreneurs conducted by the District Court for the Warsaw Capital City Warsaw XIII Commercial Division KRS under KRS number: 0000657685, REGON: 366307249, NIP: 9512426729. Administrators contact: e-mail: kontakt@safebox24.pl.

8.10 The Administrator appointed the Inspector for Personal Data Protection – Mr. Dariusz Piesio who can be contacted while sending a message to the e-mail: rodo@safebox24.pl.

8.11 Full information on processing personal data by the Administrator is contained in the Information clause on personal data processing by Idealbox Sp. z o.o. constituting the attachment to the Agreement.

## **ARTICLE 9. CHANGES OF THE REGULATIONS**

9.1 Depository reserves the right to change the Regulations for important reasons.

9.2 The important reasons are considered as:

9.2.1 change of commonly applicable law provisions, if as a result of the change the Depository is legally obliged to change the Regulations,

9.2.2 change in the IT systems or the security systems of access to the Vault or Deposit Boxes, used by the Depository if the subjective scope of the change remains in connection with the text of the Regulations and causes the necessity to modify its wording,

9.2.3 court judgment or administration decision, if the regulations contain the analogous provisions to those provided for the assessment of the court or the body, which due to the text of the judgment of the decision shall require the change of the Regulations

9.2.4 official or court interpretation of the provisions, if they refer to the matter covered with the Regulations and as a result of issuing them there is a need to change the Regulations the purpose being adjusting the text of the Regulations to the official or court interpretation of the provisions,

9.2.5 necessity to make the correction of obvious errors or writing errors or completing the gaps or non specific provisions in the Regulations which cannot be removed as a result of the interpretation of its provisions.

9.3 Changed Regulations shall be applicable for the Client upon entering these into force if the Depository delivers to the Client the change of the Regulations in written form to the indicated email address or if the Depository will post it on the website [www.safebox24.pl](http://www.safebox24.pl) no later than a 14 days before the proposed day of these entering into force, providing in the information the date transferred and the Client will not terminate the Agreement before the date.

9.4 In case of failing to express the consent for introducing the change in the regulations, the Client has the right to terminate the Agreement before them entering into force. Termination of the Agreement shall require written form or else it shall be null or void.

9.5 In the situation, referred to in point 9.4 Depository shall return to the Client the fee paid less in proportion the part of the remuneration granted to the Depository for the actual period of Rental of the Deposit Box whereas for the purposes of calculating the fee it is assumed that the year has 360 days and a month has 30 days.

## **ARTICLE 10. FINAL PROVISIONS**

10.1 The Regulations, Agreement and the Price List shall constitute the entire agreement between the parties.

10.2 While concluding the Agreement, the Client expresses the consent for charging the Deposit in accordance with the provision art. 306 § 1 of the Civil Code with the right of pledge, for security of the liabilities granted from the Client for the Depository, which result from the provisions of the Agreement or the Regulations. In case of not settling by the Client the liabilities resulting from the Agreement or Regulations for the Depository and due to point 7.4.2 the satisfaction for the Depository as the pledgor may take place by means of selling the Deposit covered with the pledge by means of public tender (public auction), which will be conducted by the notary public of court officer or by means of enforcement procedure.

10.3 If any provision of the Agreement or the Regulations shall be considered as invalid, the remaining provisions shall remain in force which means that they still will be binding unless otherwise results from the circumstances that the parties would not have concluded the Agreement if they had known about the invalidity of the provision. Invalid provision with the consent of the parties may be replaced with a valid provision.

10.4 In the event of the permanent closure or transfer of the Vault in which the Client's Deposit Boxes are located, the Depository will notify the Clients as soon as possible, without undue delay. In this case, the Depository will enable the Clients to take the Deposit or transfer the Deposit to a new location of the Vault.

10.5 Before concluding the Agreement, the Client shall be provided with the regulations in written form or in electronical form on the website of the Depository [www.safebox24.pl](http://www.safebox24.pl).

10.6 In case of contradiction between the text of the regulations and the Agreement, the provisions of the Agreement shall prevail.

10.7 In the issues not settled in the Agreement the provisions of the Regulations, provisions of the Civil Code and other law provisions shall apply.

10.8 All disputes against the background of performing the Agreement, except for the case when the Agreement is concluded by the consumer, shall be recognised by the court competent for the seat of the Depository.

10.9 All changes in the Agreement shall require preserving written form or else they shall be null or void.

10.10 The text of the regulations is binding for the Client upon signing the Agreement.

10.11 The Client undertakes to keep in confidentiality all information concerning the conditions of storing and securing the Deposits stored in the Vault.

10.12 These Regulations come into force as of January 3, 2022.

