

General Business Terms and Conditions for Storebox

The following general business terms and conditions are a component of the contract.

1 General Rights and Obligations of the Renter

In agreement with the following contractual provisions, renters have the right to use the rented unit(s) exclusively for storage purposes. This right shall apply from the beginning of rental until the termination of the rental contract or the contractual relationship.

2 Transfer or Return of the Rented Unit(s)

- 2.1 When transferring a rented unit, the renter must check the unit. They must report any damage or contamination to the storage provider immediately in written form. If said notification does not occur, the storage provider may assume that the rented unit has been transferred in an undamaged, clean state.
- 2.2 At the end of the contract, the renter shall be obligated to clean the rented unit with a broom and return it to its original state at the start of the rental. The renter must consult the storage provider about the use of any cleaning agents in writing before using such to remove any contaminants.
- 2.3 In the event that the rented unit were to be transferred in an improperly cleaned and undamaged state, the storage provider retains the right to clean the rented unit at the renter's expense and invoice them for such. The deposit may also be used, in whole or part, to cover such expenses.

3 Access to the Storage Building, Grounds and the Rented Units

- 3.1 The renter will have access to the storage building and their rented unit during general business hours, Monday through Sunday from midnight to midnight the next day.
- 3.2 The storage provider retains the right to determine special business hours in addition to the general business hours or to limit the general business hours. The renter must be notified of changes to the business hours in a timely manner by letter or email.
- 3.3 The storage provider shall not be liable if access to the rented unit is not possible due to technical difficulties. Potential claims of damage, reduction of rent or other claims may not be enforced against the storage provider in this case.
- 3.4 Only the renter or people authorized by them or accompanied by them shall be empowered to enter the storage grounds. The renter may revoke such authorizations at any time in writing. However, the storage provider has the right, but not the obligation, to request identification from any person entering the grounds and deny them access if suitable identification cannot be presented.
- 3.5 The renter shall allow storage providers or a person authorized by them to open and enter the rented unit(s) if there is a danger of default on payment.
- 3.6 If official inspections are required or maintenance work and/or other jobs must be performed, which are intended to ensure the safety, security or functionality of the facility and/or additions or renovations will be made to the facilities, the renter shall be obligated to grant the storage provider access to rented units at least 7 days before such an appointment. If the renter does not comply with this obligation in a timely manner, the storage provider shall have the right to open and enter the rented unit without further notification and to proceed as necessary pursuant to Clause 5.2.
- 3.7 With prior notification of the renter, the storage provider has the right to open and enter the rented unit, to take the stored materials pursuant to Clauses 5.2 and 5.2 and/or take necessary measures,
 - 3.7.1 if the storage provider can justifiably assume that the rented unit contains prohibited objects or materials pursuant to Clause 4.3 with the assumption of endangerment of the surrounding rented units as a consequence or that the rented unit is not being used as contractually agreed upon.
 - 3.7.2 if the storage provider has been requested by the police, the fire department or other authorized officials to open the rented unit.

- 3.8 The storage provider shall be obligated to secure rented units opened by them or a person authorized by them using appropriate means at their expense and to continue the provision of access by the renter.

4 Use of Storage Units by the Renter

- 4.1 The renter shall be obligated to secure rented units and keep them secured during their absence. The storage provider shall not be obligated to secure a unit that has not been secured.
- 4.2 The renter shall confirm that the objects and/or materials stored in the unit are their property or that the owner(s) has/have given the renter power of control over said materials and approved the storage of the materials in the rented units.
- 4.3 The following goods, objects and materials may not be stored in the units: food or perishable goods (unless such have been packaged to protect them against attack by pests and prevent the attraction of pests, such as in portions or similar measures), living beings of any type (animals, plants, mushrooms, whether dead or alive), combustible or flammable materials and liquids (such as gasoline or diesel fuel, natural gas, solvents, oil, paint and similar materials), compressed gases, weapons, munitions, explosives, radioactive materials, biological or chemical compounds, poisonous waste, asbestos or other potentially hazardous materials or compounds, any materials that might produce smoke or odors, any type of prohibited substances and objects or illegally acquired objects, materials that could impair others due to their emissions, clothing (in particular fur coats) unless such have been securely packaged (sealed against air).
- 4.4 The renter must ensure that their goods or objects have been prepared for proper storage.
- 4.5 The renter and all others are prohibited from:
- 4.5.1 using the rented unit or the property in such a manner that will or could bother or impair other renters, neighbors or the storage provider
 - 4.5.2 conducting any activities on the property with the exception of storing and removing objects and goods in or from the rented units
 - 4.5.3 placing or storing objects on the property outside of the rented units
 - 4.5.4 using the rented unit as offices, for residential purposes or as business addresses
 - 4.5.5 fastening anything on the walls, ceilings or floors of the rental units without the permission of the storage provider or making any changes in or to the rented unit
 - 4.5.6 allowing any form of emissions to escape from the rented units
 - 4.5.7 hindering traffic (pedestrian or vehicular) on the property or any person located on the property in any form.

5 Alternative Rented Unit

- 5.1 The storage providers have the right to request that the renter clear the rented unit within 10 business days and move the goods to an alternative rented unit of comparable size when cause is present (such as necessary repairs, renovations, official instructions and similar).
- 5.2 If the renter does not comply with such request, the storage provider shall be authorized to open the rented unit and move the goods to another rented unit of comparable size. Moving the goods in this case shall be at the renter's risk and expense.
- 5.3 If goods are moved to a comparable rented unit according to Item 5, the existing rental contract shall continue to exist without modifications. The renter may not claim a right of use for the originally rented unit or return to that unit.

6 Rent, Deposit and Payment Conditions

6.1 Deposit

- 6.1.1 When reserving a rented unit, the renter shall provide a deposit in the amount of the one month's gross rent. Upon termination of the rental contract, the deposit shall be returned within 15 business days at the latest, less any amounts required for:
- 6.1.1.1 cleaning the rented units
 - 6.1.1.2 repairing any damages
 - 6.1.1.3 procuring any NFC chips that have been lost or not returned
 - 6.1.1.4 paying for outstanding rent owed and/or expenses for reminder notices
 - 6.1.1.5 as well as disposal of any objects or goods left behind

6.2 Rent, Minimum Rental Period, Due Date and Payment

- 6.2.1 The amount of rent will be regulated in the contract.
- 6.2.2 The minimum rental term will be one month, if a longer contractual term has not been agreed upon. The invoice period will amount to one month. The invoice day will be the 28th of each month.
- 6.2.3 The agreed upon rent will be due on the 28th of each month.
- 6.2.4 Payment made be made by credit card, wire transfer in the Single Euro Payment Area (SEPA), PayPal or upon invoice.
- 6.2.5 The storage provider shall be authorized to adjust the rent by the amount of the annual increase according to the consumer price index (CPI) at least after prior written notification. The renter must receive said notification at least 4 weeks in advance with notification of the time of the rent increase. The renter shall have a special right of termination when a rent increase becomes due. Said termination must be made in writing and must be received by the storage provider within 2 weeks of receipt of the notification of rent increase.

6.3 Default, Non-payment of Rent and Legal Right of Seizure in accordance with § 1101 of the Austrian General Civil Code

- 6.3.1 If the renter does not pay the rent, the renter shall be in default, unless the renter is not responsible for the delay in payment. In case of default, the storage provider may demand an additional default fee in a legally determined amount. In addition, a processing fee for internal processing (such as writing correspondence and internal communications) in the amount of € 5.80 will be due when a payment has been due for more than 7 days. Furthermore the renter shall bear the expense of collection, such as for collection services and attorney's fees.
- 6.3.2 With regard to outstanding claims, the storage provider has the right to deny access to the property and the rented unit and to secure a rented unit using their own additional padlock for the exercise of their legal right of seizure (§ 1101 of the Austrian General Civil Code). These measures may be taken without regard for whether the storage provider has terminated or dissolved the rental contract or not. The exercise of this right shall not be affected by the renter's obligation to settle the storage provider's outstanding claims.

6.4 Contractual Right of Seizure

- 6.4.1 The renters shall grant the storage provider a right of seizure for the goods and objects stored in the rented unit for the security of all claims arising against the renter to the benefit of the storage provider from or in connection with this rental contract (claims for rent, claims for default expenses, claims for compensation for expenses related to the pursuit of claims within or outside of the court system and claims for compensation of damages).
- 6.4.2 At the request of the storage provider, the renter shall be obligated to surrender the goods and object seized by storage providers according to Item 6.4.1. If the renter does not comply with this obligation of surrender, the storage provider shall be authorized to take measures to access the rented unit(s) and to take ownership of the goods & objects subject to seizure for themselves, meaning without the collaboration of the renter.
- 6.4.3 The legal right of seizure owed to the storage provider (Clause 6.3.2) shall not be affected by seizure under commercial law.

7 Termination of the Contract

- 7.1 The rental contract may be terminated mutually with a notification period of 2 weeks prior to the 28th of each month. Notification of termination must be in writing.
- 7.2 With the exception of the mode of termination from Item 7.1, rental contracts have a minimum contractual term.
- 7.3 The storage provider has the right to dissolve the contractual relationship when cause is present. Cause will be present in particular when Items 4, 5 and 6 have been breached and if the storage provider were to discontinue their business activities at the location of the rental units

8 Opening a Rented Unit, Compensation for Clearance, Contractual Penalties for Default and Clearance

- 8.1 Both parties have already agreed that in accordance with the provisions of this contract, opening a rented unit by the storage provider does not represent a disruption of ownership, but such shall be expressly approved. The renter shall therefore waive any court filings regardless of the type in such a case.
- 8.2 Both parties shall conclude a settlement of clearance fees for the event of contractual termination in accordance with Item 7 outside of the court system, which will take effect at the same time as the termination.
- 8.3 In the event that the renter has not cleared the rental object upon termination of the contract, the storage provider shall be authorized to enforce a contractual penalty not subject to the court ordered right of reduction and independent of proof of damage or debt in the amount of the full amount of the rent in addition to the usage fee. The right to additional legal remedies and the enforcement of excessive damages shall be retained.

9 Insurance

- 9.1 The renter shall be obligated to conclude a minimum insurance policy. The insurance protection to be concluded shall exist only for that term during which the insurance premium has been paid in advance.
- 9.2 This insurance policy must be concluded through the storage provider's portal for the reservation of rental units.
- 9.3 The renter shall be free to choose the additional insurance policy offer or conclude an additional insurance policy for the stored goods through another insurance provider.

10 General Contractual Provisions

- 10.1 All written notifications from the storage provider or the renter must be sent to the address most recently made known for the storage provider or renter or that address listed in the rental contract. Both parties shall be obligated to notify the other contractual party immediately in writing about any changes to the address indicated in the contract.
- 10.2 Only the provisions determined in this contract shall apply. Other additional agreements or oral agreements do not exist.
- 10.3 The public traffic ordinances shall apply on the storage provider's properties. Compliance with the storage provider's instructions is mandatory.
- 10.4 To avoid additional fees (1% of a threefold multiple of the annual rent), it shall be agreed that the document shall not be signed by the storage provider. The rental contract shall take effect after the renter has reserved the rental unit, NFC chips have been transferred or approval using a smartphone with right of conclusion has been made for the storage place or rented unit by the storage provider.
- 10.5 The renter hereby declares their acceptance of the acquisition and processing of their data using IT systems.
- 10.6 If a provision of a rental contract or these general business terms and conditions infringe against mandatory legal provisions or are, or become, ineffective in whole or in part, said provision shall not affect the effectiveness of the other provisions for the remainder. As part of the consideration, revision or supplementation of the contract, a regulation must be found that will either achieve, or come as close as possible to, the economic intent of the ineffective provision as part of the legal allowance. The contractual parties shall be mutually obligated to supplement the ineffective provision with an effective provision for the future using a correspondingly effective regulation.

11 Data Protection

Storebox will use the user's personal data to the extent that such is required for the establishment, execution and termination of the rental contract and for the execution of any outstanding side and additional services in connection with the contract. The data will be used in connection with the use of electronic data processing systems. Storebox will use the following member data: first and last name, level of education, gender, date of

birth, address, phone number, email address and/or other personal data provided by members to Storebox during registration or during maintenance of components of the rental contract. As part of the registration process on the Storebox web site, members will provide their approval for this use of the data. Members may revoke their approval at any time. Specific details about the use of personal data can be found in the information regarding data protection, which can be found on the Storebox web site. Members agree that Storebox may use the email address specified as part of the identification process in accordance with § 107 of the Telecommunication Act (Telekommunikationsgesetz) for purposes of advertising Storebox's own services and for those ads sent to specified email address by email. Said agreement applies in particular to the Storebox newsletter. Members can revoke their agreement for the receipt of such email ads by sending a simple email to box@store.me. Austrian Data Processing Registry ID: 4016462

11.1 Data Protection and Google Analytics

This web site uses Google Analytics, a web service of Google Inc. (hereafter Google). Google Analytics uses so-called cookies, meaning text files that will be stored on your computer, to make analysis of your use of the web site possible. The information generated by the cookies through your usage of this web site (including your IP address) is transmitted to a Google server in the USA and stored there. Google will use this information for assessing your usage of the web site, compiling reports about web site activities for web site providers and providing additional services in connection with usage of web sites and the Internet. Google will also transfer this information to third parties, as the case may be, insofar as such is legally regulated or third parties process this data by contract with Google. Under no circumstances will Google provide your IP address in connection with other Google data. Appropriate browser settings will allow you to prevent the installation of the cookies, however, you should be aware that using such settings will prevent you from using all of the web site's features to their full extent under some circumstances. Through your usage of this web, you declare yourself to be in agreement with the processing of the data collected about you by Google in the manner previously described and for the previously indicated purpose. The acquisition and storage of the data may be rejected at any time with full effect on future transactions.

11.2 Declaration of Data Protection for the Use of Facebook Plug-ins (the Like button)

This web site uses plug-ins from Facebook.com which have been provided by Facebook Inc., 1601 S. California Avenue, Palo Alto, CA 94304, USA. Since the Facebook Plug-in has been installed on our web site, we hereby notify users that a connection with Facebook will be created which will transfer your browser so that the plug-in will appear on the web site. Furthermore, usage will transfer data to the Facebook servers, which will include information about the web pages that you have accessed on our home As a consequence of this, the usage data will be assigned to the personal Facebook accounts for Facebook users, if they are logged into Facebook. As soon as a Facebook user, who has logged into Facebook, actively uses the Facebook plug-in (such as by clicking on the Like button or using the comment feature), such data will be transferred and published on their Facebook accounts. You can prevent this by logging out of your Facebook account first. You will find additional information regarding Facebook's usage of data by reading the provisions regarding data protection on the Facebook site.

11.3 Declaration of Data Protection for the Use of Twitter

Twitter features have been integrated into our pages. These features have been provided by Twitter Inc., 795 Folsom St., Suite 600, San Francisco, CA 94107, USA. By using Twitter and its Re-tweet feature, the web pages that you visit will be linked to your Twitter account and provided to other users. Data will also be transferred to Twitter. We hereby notify you that as the provider of web pages, we have no knowledge of the content of the data transferred as well as its usage by Twitter. You will find additional information regarding this on the Declaration of Data Protection page provided by Twitter at <http://twitter.com/privacy>. You can change your privacy settings for Twitter from the account settings at <http://twitter.com/account/settings>.

11.4 Declaration of Data Protection for the Use of Google +1

Acquisition and transfer of information: with the help of the Google +1 button, you can publish information globally. You and other users will receive personalized content from Google and our partners through the Google +1 button. Google will store both the information that you provide as +1 content and the information about the web page that you were viewing when you clicked the +1 button. Your +1 indication can be displayed as comments together with your profile name and picture using Google Services such as in search results or

your Google profile as well as at other locations on the web site and Internet ads. Google will record information about your +1 activities in order to improve the Google services for you and others. To use the Google +1 button, you will need a globally visible, public Google profile, which must include the name chosen for the profile. This name will be used for all Google services. In some cases, this name may be replaced by another name that you have used for sharing content through your Google account. The identity of your Google profile may be displayed to users who know your email address and have access to other identifying information about you.

Usage of the information acquired: In addition to the usage purposes explained above, the information provided by you will be used according to the applicable Google data protection provisions. Google will potentially publish the statistics acquired through the user's +1 activities or transfer such information to users and partners such as publishers, advertisers and associated web sites.