



Terms and Conditions – service agreement

SECURUM Self Storage LDA

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1. Introduction and Scope

1.1. These general terms and conditions including the Privacy Policy <https://www.securumstorage.com>, apply between you and Securum Self Storage Lda, 515 469 670, Sitio da Franqueada, Zona Industrial de Loulé, Parque Infante, Armazém A, 8100-302 Loulé, Portugal, (the “Company”), when entering into a self-storage space agreement (the “Self-Storage Unit”) with insurance coverage and other ancillary services with us (the “Agreement”). The agreement applies to your use of the Service and the Website (as defined below).

1.2. A binding agreement between the Client and the Company is established when the Client approves and accepts the Agreement. It is important that the Client, before accept them, read the entire Agreement, including the Privacy Policy, which provides further information about the personal data we process. If the Client have any questions about the Agreement, you can contact our customer service, contact information can be found under clause 16.

1.3. The Service (defined in clause 2.1) includes insurance coverage against loss or damage to the goods stored by the Client. The price for the insurance cover depends on the value of the goods that the Client intend to store, see more in clause 5.

1.4. The Client must be at least 18 years old (or have your parent’s / guardian’s legal representation) to reserve a Self-Storage Unit and enter into the Agreement.

2. The Service

2.1. By paying the Fee (according to clause 4) and the insurance fee for the goods intend to store (according to clause 5) and accepting the Agreement in its entirety, the Client get the right to store goods during the Validity Period in a specially specified Self-Storage Unit (“Service”). To access the Service, the Client must have a smartphone or tablet that supports the AppStore or Google Play (“Mobile”) and download the mobile application “Securum Self Storage Access by Noké” (the “App”). The App is provided by an external provider whose terms of use must be followed when using the App (see further under clause 11). The Client then can use the app as a key to open the reserved Self-Storage Unit. The Client will find more information about the Service on our website, www.securumstorage.com (the “Website”).

2.2. In order to use the Service, the Client must create a user account and provide certain personal information (such as name, e-mail address, mobile phone number, residential address, social security number, credit card information, etc.) as well as information about the Store you wish to reserve, the total value of the goods intended to store and choose a personal password (“User Account”).

2.3. The Client can access the Service by:

2.3.1. sign the Agreement and the Privacy Policy and

2.3.2. download the App, accept the App’s terms of use (see clause 11) and log in to your User Account.

2.4. The app is used to gain access to the facility where your Storage is and to unlock your Self-Storage Unit



using wireless communication via Bluetooth. To access your User Account in the App, the Client must fill in the one-time code that is send by SMS and then choose a new password. The client must therefore have access to a mobile network. The Client is responsible for any operator costs for being able to receive SMS and use the App. In order for the App to be used for the Service, the Client need to continuously update the App when updates are available and activate the following functions: Bluetooth and Allow location services.

2.5. The Client is responsible for ensuring that the information provided when creating a User Account is complete, truthful and correct and that it is kept up to date. The Company have no obligation to check the accuracy of the information provided. Username and password must be secret and stored securely. The Client is responsible for all actions taken under the User Account. If the username or password is lost or stolen, or have reason to believe that the User Account has been unauthorised accessed, the Client should change the password immediately and inform the Company.

The Company reserve the right to require the Client to pay a deposit before or after the conclusion of the Agreement. If the Client do not pay such a deposit, the Company have the right to terminate the Agreement immediately. The deposit fee will be refunded upon termination of the Agreement to the extent that it does not need to be claimed for the outstanding Fee, insurance fee or other costs for which the Client is responsible.

2.6. The Self-Storage Unit is provided in the self storage modality, that is, the transport and the storage process is of the total responsibility of the Client, being assured that he has exclusive access to the space during the lease period, except in the situations set out below.

2.7. The Self-Storage Unit will be delivered unoccupied, in good condition and clean.

2.8. At the end of the Agreement, the Self-Storage Unit must be delivered to the Company, at the expense of the Client, in a clean condition.

2.9. The Client will have access to the Self-Storage Unit between the 6.00 and 22.00 hours, 7 days a week.

3. Rental Period and Termination

3.1. The agreement takes effect after being approved and accepted (“Agreement date”).

3.2. The Client must expressly indicate in the Agreement the day of the beginning of the Validity Period (the “Start Day”). If the Client request for a later start date, will be welcome to contact the customer service.

3.3. The Client may terminate the Agreement at any time and continue to have access to the Service until the end of the Validity Period that is paid. The Validity Period is valid from the Start Day and until the last day of the month immediately following, being successively renewed, unless otherwise provided in the agreement, for equal and successive periods of one month, unless if terminated by either party, by communicating to the counterparty at least thirty (30) days in advance of the intended term. The Company will not refund any Fee for any remaining Validity Period, but the termination means that the Client have the right to use the Service until the end of the Validity Period for which have paid.

3.4. Termination must be made in writing and send by e-mail. The termination can be made at any time during the Validity Period, but always with the necessary advance notice so that there are no charges for additional periods.



3.5. The Company have the right to terminate the Agreement if the Client:

3.5.1. uses the Store or the Service in violation of the Agreement, law or regulation;

3.5.2. violates any of the rules set forth in clause 6;

3.5.3. violates the terms of the App, or

3.5.4. does not pay the Fees on time and is delayed more than fifteen (15) days in accordance with clause 4.

3.6. Instead of terminating the Agreement, the Company have the right to suspend the Client access to the Service in the event of a breach of clause 3.5.

3.7. Upon our termination of the Agreement as above, all outstanding fees must be paid immediately and, where applicable, costs for collection, eviction, etc.

4. Fees

4.1. For your use of the Service, a fee (the “Fee”) and a fee for your insurance coverage according to clause 5 (“Insurance fee”) are charged. The Fee and the Insurance Fee are collectively referred to as the “Fees”. The Fees are charged in advance on a monthly basis. The amount of the Fee depends of the location and the size of the Self-Storage Unit chosen by the Client. The Insurance Fee depends on the estimated value of the goods that the Client intend to store in the Self-Storage Unit. The Client must provide current and valid payment information according to one of the payment methods offered from time to time.

4.2. The Fees are stated on the website of the Company and the Client will receive a price information before enter into the Agreement.

4.3. Payment is made by making a transfer to the Company bank account or another form of payment specified in the payment instructions / invoice sent each month. The Fees for the first Validity Period are charged directly on the Contract Day.

4.4. If the Agreement is not terminated by the 30th, the Fees for the upcoming Validity Period will be charged on the 1st day of the next month (or the next banking day if the 1st falls on a public holiday) until is terminated according to clause 3.3. If the Client not paid the Fees for the current month within fifteen (15) days from the Due Date of the Fees, the Company have the right to immediately terminate the Agreement for eviction in accordance with clause 3.5.

4.5. In the event of late payment, the client accepts to pay a reminder fee of Euros 20 for a written payment reminder, debt collection claim and any repayment plan. The Company also reserve the right to charge interest in accordance with Portuguese Law.

5. Insurance Protection and Claims

5.1. For the goods that the Client store in the Self-Storage Unit, the Company have insurance cover against



property loss or damage during the Validity Period in accordance with the terms of Securum Self Storage's insurance arrangement, which is essentially described in this clause.

5.2. The insurance cover is compulsory, being the Client able to choose to adhere to the policy provided by the Company or to contract and maintain a private insurance, in any case during the whole Validity Period.

5.3. The Client property is insured up to the value of the goods that the Client specify when signing the contract and the insurance appendix, however, a maximum of Euro 25,000. The value the Client enter for the insured property must correspond to the full fair value (replacement value) of the goods stored at any time in the Store. Each time the Insurance Fee payment is made, the Client shall certify that the goods have the full fair value that have been stated. In the event of a change in the full fair value of the goods, the Client is obliged to inform the Company of the changed value and pay an additional fee. The insurance cover applies from the time the goods are placed in the Self-Storage Unit and when they are removed.

5.4. The Client must report damage as soon as possible whenever discovered a loss or damage and at the latest when the goods in question are removed from the Self-Storage Unit. Claims are made by filling in a claim form supplied in the Company reception or send via e-mail, whereby the Company will forward the matter to the claims adjuster at the Insurer as soon as possible. In the event that the Client have not stated the correct value for the goods stored, in the event of property loss or damage covered by the insurance cover, the Client will only be entitled to compensation for the proportion of the damage that the stated value has in relation to the goods full fair value (replacement value).

5.5. The insurer will not pay the first Euros 200 of your claim increased to Euro 500 for each and every loss in respect of flood.

5.6. Claims are settled through re-acquisition, repair and / or compensation in accordance with the Insurer's decision. If the item has been completely destroyed, the damage is regulated by repurchasing the item (provided that the new property is equivalent but not better than the original goods in new condition) and with the following considerations:

5.6.1. Home textiles and clothing. Compensation is paid with regard to age, quality, wear and tear and market value of the damaged or lost goods.

5.6.2. Document. Compensation is paid for reasonable costs for reprinting and / or republishing and / or reconstruction and, where applicable, also for reasonable costs for investigation or investigation for the production of essential information in connection therewith.

5.6.3. Pair or set. If an item is part of a pair or set of items, the Insurer shall only pay for the items that have actually been lost or damaged. Insurers do not replace items that are part of a pair or set of items that have not been lost or damaged.

5.7. The insurance covers, with the exceptions below, physical loss or damage to goods in your Storage caused by fire, lightning, explosion, earthquake, crashing aircraft or parts of them falling, storm, flood, pipeline that cracks or leaks, intrusion of water or other liquid, from emerging moths, insects or pests and other vermin that can be detected to come from an external source, theft that occurs after someone forcibly broke into or out of the building or ward, riots, strikes, civil unrest, vandalism and traffic accident with vehicles or rolling stock from rail traffic.



5.8. The following goods are not covered by insurance cover:

5.8.1. Goods that you are not authorised to store under the Agreement;

5.8.2. Banknotes, coins, gold and silver ingots, certificates, bonds, securities and the like;

5.8.3. Livestock, plants, explosives and flammable materials;

5.8.4. Jewellery, watches, precious stones and stamps of all kinds with a total value exceeding Euros 500;

5.8.5. Furs, works of art, perfumes, mobile phones, tobacco, cigars, cigarettes, beer, wine, spirits, etc. with a total value exceeding Euros 10,000;

5.8.6. Electronic equipment with a value exceeding a total of Euros 10,000. “Electronic equipment” means all consumer and producer capital goods for electrical and electronic appliances and instruments including but not limited to radios, television receivers, computers, computer software, hard disks, data chips, microchips, printed circuit boards and their components, modems, monitors, cameras, fax machines, photocopiers, VCRs, high fidelity systems, stereo systems, CD players, dictaphones and the like (heavy electrical equipment, such as switchgear, turbines and generators, etc., shall not be considered as electronics);

5.8.7. Depreciation following repair or restoration of damaged item;

5.8.8. Loss of electronically recorded data, excluding the cost of blank data-bearing media;

5.8.9. Consequences of war, invasion, act of war by foreign enemy (whether or not war has been declared), civil war, rebellion, revolution, revolt or military or coup d'état or seizure or nationalization or requisition or destruction of or damage to property by government or other public or local authority action or decision;

5.8.10. Consequential damage or indirect damage as a result of reporting a loss or damage arising from an insured risk;

5.8.11. Loss or damage due to:

5.8.11.1. ionizing radiation or pollution by radioactivity from nuclear fuel or nuclear waste or from the combustion of nuclear fuel,

5.8.11.2. the radioactive, toxic, explosive or other dangerous or contaminating properties of a nuclear power plant or reactor or a nuclear component thereof;

5.8.11.3. weapons of war using nuclear fission and / or fusion or other similar reaction or radioactive force or materiel;

5.8.11.4. radioactive, toxic, explosive or other dangerous or contaminating properties of all radioactive material. The exceptions in this section d) do not cover radioactive isotopes other than nuclear fuel, where such isotopes are prepared, transported, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

5.8.12. Loss of or damage from chemical, biological, biochemical or electromagnetic weapon. Use or use as a means of inflicting damage to computer systems, computer software programs, computer viruses or processes or other electronic systems;



5.8.13. Loss of or damage to goods that you store, directly caused by pressure waves caused by aircraft and other flying objects moving at the speed of sound or at supersonic speeds;

5.8.14. If other insurances apply at the time of the claim, this insurance must be able to be claimed only to the extent that the claims cannot be compensated with the support of the other insurance;

5.8.15. Loss of or damage to goods in the storage unit, caused by or as a result of terrorist-related act (s) or by person (s) acting for political reasons.

6. Storage Use and Care

6.1. When using the Self-Storage Unit, the Client must observe care and maintain good order in the storage and respect the opening hours and order rules that the facility sets from time to time. e.g., do not block emergency exits or use them without reason or light a fire / smoke in our facilities. False alarms are prosecuted by demanding compensation of Euros 250 for costs or for our possibly higher actual costs.

6.2. The Self-storage Unit may only be used for storage of goods, but not goods such as:

6.2.1. may cause damage (e.g., environmentally hazardous, flammable, hazardous or explosive material, as well as flammable materials, liquids or gases);

6.2.2. may cause disturbance or other nuisance in the premises or its surroundings;

6.2.3. constitute food, livestock or other objects that can attract pests or vermin.

6.2.4. must not be stored without special permission, such as medicines or drug-classified preparations;

6.2.5. exceeds what is normally stored in storage in terms of value, sensitivity, etc. such as jewellery, furs, cash;

6.2.6. goods whose possession is not permitted by law (e.g., drugs, weapons, stolen goods, etc.);

6.2.7. counterfeit products or introduced into national territory with violation of customs rules;

6.2.8. banknotes or coins with current or collection legal tender;

6.2.9. any other products that by their nature or characteristics have a rapid deterioration process or are likely to release liquids, smells, fumes, gases or any other harmful elements;

6.2.10. included in the attached list of prohibited materials.

6.3. You may not transfer or lend the Self-Storage Unit to anyone else without the prior written consent of the Company. The Client may not allow anyone else to store goods in the Self-Storage Unit without prior written consent of the Company. If the Client gives anyone else access to the Store, then the Client is responsible for everything he or she does. In any case, the Client is solely responsible for all goods in the Self-Storage Unit and certify the ownership and right to dispose of the goods.



6.4. The Self-Storage Unit is made available in its existing condition. The Client do not have the right to intervene in or alter the Self-Storage Unit (e.g., paint, drill, set up shelves, carry out alterations or extensions). Goods stored in the Self-Storage Unit may weigh a maximum of 400 kg / sqm.

6.5. The Company has the right, on one or more occasions during the Validity Period, to have access to the Self-Storage Unit for repair, inspection or maintenance work. In that case, the Company will notify the Client within a reasonable time before the planned action and time of the action. If the Client is unable or unwilling to attend the planned measures, the Company will document the measures in the manner deemed appropriate.

6.6. However, if there is an immediate threat of damage to life or health or damage to or destruction of property, the company have the right to prepare for immediate access to the Self-Storage Unit to prevent such damage or destruction. The Company will inform the Client of the measures taken and document the access in an appropriate manner (taking into account the urgency of the situation).

7. End of the Rental Period and Right of Retention

7.1. If the Agreement terminates due to either party notice, the Client is responsible for ensuring that the Self-Storage Unit is emptied and cleaned at the end of the Validity Period.

7.2. At the end of the Validity Period, the Company have the right to prepare for access to the Self-Storage Unit and the Client hereby expressly agree that the Company have the right to remove any leftover goods.

7.3. If the Client have not emptied and cleaned the Self-Storage unit at the end of the Validity Period, the Company have the right to clean and empty it at the Client expense. The Client is then obliged to pay the actual costs for emptying and cleaning the storage and storage of the goods. This also includes any costs for restoring the storage space to its original condition, if the Client infringed or changed the storage space in violation of the Agreement.

7.4. By accepting the Agreement, the Client accepts that the Company have a lien on the goods left in the Self-Storage Unit as security for your fulfilment of obligations under the Agreement such as unpaid Fees and other receivables (e.g., compensation for cleaning the Warehouse). The lien applies correspondingly to the case where insurance compensation is paid for goods that have been destroyed or lost.

7.5. If payment of the Fees or other receivables is not made on time, the Company have the right, upon Client authorization, to realise stored goods at the earliest thirty (30) days after this Agreement has ceased. Such a realisation must take place in a professional and efficient manner. The realisation must include so much that the costs for sales and other costs, as well as outstanding receivables are covered, and any surplus will be paid to Client. If possible, the Company will inform the Client in advance about how the goods will be realised.

7.6. Regardless of the Client authorization under the terms of clause 7.5, the Client expressly accepts the right of retention on the stored goods to guarantee the payment of unpaid Fees or other costs due under the Agreement, whereby the Company assists, under the terms of articles 675.º no. 1 and 758.º of the Civil Code, the right of extrajudicial sale or disposal thereof, which the Client expressly acknowledges and authorizes.



8. Availability and Virus

8.1. Access to Storage and the Service is normally granted between 06: 00-22: 00 every day of the week. The Company cannot guarantee that the use of the service will be uninterrupted or error-free. The service and the Self-Storage Unit may, from time to time, be completely or partially unavailable when performing necessary backups, maintenance, improvements, security updates or similar measures. As far as possible, the company will inform the Client about such planned interruptions but may, due the urgent nature of the work, need to do urgent work without previous notification.

8.2. Temporary interruption, delay or failure of the Service that may affect the Service and the Availability of the Store may also occur due to circumstances beyond Company control, e.g., power outages, flooding, labour market conflict. If your mobile coverage, Bluetooth function or Mobile does not work properly, access to the App will be limited and you will then not be able to access your Storage.

8.3. The client may not misuse the App or the Website by knowingly introducing viruses, Trojans, Internet worms, logical bombs or other material that is intended to cause damage or is otherwise technically harmful. The Client may not attempt to gain unauthorized access to the App, the Website, the server on which they are stored, or any server, computer or database linked to them. The Client may not attack the system through DoS or DDoS attacks, including not limited to congestion attacks. By violating any of the above, the Client may be guilty of a crime and the Company will report such violations to authorities. In the event of a breach of the above, the Client right to use the Service will terminate immediately, unless otherwise provided by mandatory law.

8.4. If the Company is prevented from fulfilling the obligations under the Agreement by circumstances beyond its control such as labour disputes, telecommunications operator failures, lightning strikes, fires, wars, mobilisation or large-scale military recruits, requisitions, seizures, currency restrictions, changes in laws, government regulations, insurrections and riots, restrictions on motive power, general scarcity of transport, goods and energy, and errors or delays in deliveries from subcontractors due to circumstances specified here, this shall constitute grounds for exemption, which entails the advance of time for performance and exemption from other sanctions.

9. Changes in the Service, Prices and the Agreement

9.1. The Fee is fixed during the current Validity Period and the Company have the right to change the amount for the upcoming Validity Period by notifying this no later than 30 days before the change takes effect. If the new Fee is not accepted, the Client can terminate the Agreement by notifying the Company no later than the 30th of the calendar month that falls before the change takes effect (see further on termination in clause 3.3).

9.2. Fee changes are communicated to the Client via the contact information provided when signing the Agreement. The client is always entitled to terminate the Service and terminate this Agreement in accordance with clause 3.3.



9.3. The Company constantly strive to improve the Service and therefore reserve the right to update and improve the Service at any time. From time to time, the Company may need to make changes to the Agreement. The Client will be notified of any changes to the Agreement. Notification takes place at least thirty (30) days before these enter into force and the Client always have the right to terminate the Agreement no later than the 30th day of the calendar month that falls before the change enters into force, if the changes are not accepted. Changes are announced via the contact information the Client provided when signing the Agreement. When the Client is notified of changes, will also be remind of the right to terminate the Agreement.

10. Intellectual Property Rights

10.1. The content of the Website and the App, such as text, trademarks, graphics, logos, button icons, images and compilations thereof, as well as all software, belong to us, our licensors or suppliers (“Intellectual Property Rights”). The Intellectual Property Rights are protected by applicable laws, including, and without limitation, the Copyright Act and other laws that protect intellectual property and property rights. The Client agree to abide by all such applicable laws and not to alter or remove any copyright or proprietary notices in such Intellectual Property Rights.

10.2. Software included in the Service and the App is licensed, and not sold, to the Client. Through the Service, the Client is granted a non-exclusive, non-transferable, time-limited right to use the software. The Company (or, where applicable, our licensors or partners) retain ownership of all copies of the Software, even after the Software installed on your Mobile. The Company have the right to transfer this license or any part thereof to third parties. The Client may not transfer this license or any part thereof or otherwise transfer or sublicense your rights under the License, to any third party.

10.3. The trademark “Securum Self Storage” other trademarks, names and logos on the Website, in the Service and / or the App are the property of the Company or the respective owner / licensor. Except in cases permitted by mandatory law, any reproduction, distribution, modification, reproduction or publication of any copyrighted or trademarked material is prohibited without the prior written consent of the respective author, trademark holder or licensor.

11. App – End User Agreement with Janus

11.1. The app is provided by JANUS International Group, LLC (“Janus”) which is a provider independent of Securum Self Storage. The software in the App is licensed to the Client in accordance with the license terms for the App (“End User Agreement”) which the Client must approve before downloading it. The end user agreement is a binding legal agreement between the Client and JANUS. The Client obliged to observe and follow the End User Agreement when using the App. The Client understands that JANUS (and not Securum Self Storage) is responsible for the App’s functionality and availability.



Terms and Conditions – service agreement

11.2. The Client understand and agree that updated versions of the App may be released from time to time, and that automatic electronic updates of that version of the App may be made.

11.3. In accordance with point 11 above, the Client will only receive a limited license for the App. Janus, its licensors and / or suppliers retain ownership of the App (and any copy of the App). Standard rates for data traffic may apply when you use the App.

12. Personal Data and Privacy Policy

By submitting the personal information when signing the Agreement and the Privacy Policy, the Client agrees that the Company handle the personal information in accordance with the Privacy Policy.

www.securumstorage.com/privacypolicy

13. Responsibility

13.1. The Client is responsible for damage to the storage facility's fixed furnishings (including walls, floors and ceilings) that arise during the Validity Period. It is therefore important that the Client inspects the Self-Storage Unit before begin using it and report any damage to the Company. The Client is also responsible for damage caused by his goods to the facility or other customers' property.

13.2. The Company takes no responsibility for the care, supervision or monitoring of the goods that the Client stores in the Self-Storage Unit. Under no circumstances the Company is responsible for direct or indirect damage to person or property caused by the goods kept by the Client in the Self-Storage Unit.

13.3. The Company is not responsible, and do not pay any compensation, for any interruptions, delays or similar errors that affect the availability of the Service and the Store that are based on such circumstances as stated in clause 8.

13.4. The Company is only liable for direct damages and not for loss of profit, income, savings or goodwill, loss due to business interruption, loss of data, indirect damage or other consequential damage, unless intent or gross negligence can be charged to us or otherwise follows from mandatory law. In the event that the Website or the App contains links to websites or resources provided by third parties, these are provided for information purposes only and we have no control and no responsibility for the content of such websites or resources.

14. Transfer

The Company have the right to transfer all or part of our rights and obligations under this Agreement.



15. Dispute

15.1. This Agreement shall be construed and applied in accordance with Portuguese law.

15.2. The European Commission is also making a platform for out-of-court dispute resolution available to consumers. This makes it possible for you as a consumer to resolve disputes in connection with orders on the internet without having to go to court. The Dispute Resolution Platform is available at the external link <http://ec.europa.eu/consumers/odr>.

15.3. The Client also has the right to apply to a general court, and in such a case, the jurisdiction of the District of Faro is designated as competent for the purpose.

16. Support and Contact

16.1. In case of questions or problems with the Service, contact our support as below. Updated information on contact routes to support is available on the Website.

Securum Self Storage Lda, 515 469 670, Sitio Franqueada, Zona Industrial Loulé, Parque Infante, Armazém A, 8100-302 Loulé, Portugal

00351 289 246 888

info@securumstorage.com

16.2. Any communications and notifications between the Company and the Client, or vice-versa, to be carried out under the terms and for the purposes set out in this Agreement must be made in writing and sent to the electronic addresses indicated with the acceptance of Agreement.

13.2. Communications made electronically will be considered fulfilled on the date of the respective sending or if after 18:00, on the next working day.

ATTACHMENTS:

Privacy Policy

Summary of Insurance Cover

Prohibited Materials List