

## TERMS AND CONDITIONS REGARDING THE RENTAL OF SAFE DEPOSIT BOXES

### 1. Terms used in this Rules:

**Company Ltd "Seifi 4U"**, with registration number 40203316225, registered address — Skanstes street 27, Riga, LV-1013, vaults address: Gertrudes street 33/35-1, Riga, LV-1011, e-mail: info@rigasafe.lv, webpage: [www.rigasseifi.lv](http://www.rigasseifi.lv).

**Client** – physical or business person, who uses the services, offered by the Company.

**Registered Client** – Client identified by the Company at the moment of Deal, physical or business person and his/her representative, who receives 2 (two) keys from safe deposit box, and who knows the PIN-code for accessing the Safe.

**Anonymous client** – unidentified physical person, who receives 2 (two) keys from safe deposit box, and who knows the PIN-code for accessing the Safe.

**Sides** – Client or the Company together or separately

**Safe** –mechanical protective device, which is located in the storage of the Company, metallic box, which Client rents in accordance with present Rules.

**Rules** – terms and conditions regarding the rental of Safes.

**Service** – Safe rental service, offered to Client in accordance with the Rules.

**Deal** – agreement to rent a Safe for a specified time.

**Rental period** – duration of Safe rental paid by Client in accordance with Pricelist.

**Pricelist** – pricelist of the Company for its offered Services, which is integral part of this Rules.

**Fees** – payment for usage of the Safe in accordance with Pricelist.

**Guarantee deposit** – guarantee deposit sum, which Client pays to the Company in accordance with Pricelist, and receives the keys from the safe deposit box.

**Working day** – a day, which is not a weekend or an official holiday the Republic of Latvia.

**Company's working hours** – time when the Company is open for daily business activities.

### 2. Subject of the agreement

2.1. In accordance with the procedures specified in the Rules the Company is providing a Customer with Service and Customer agrees to use the Service - in accordance with the provisions of this Rules, to use a metal box (safe deposit box) located at the premises of the Company at Gertrudes street 33/35-1, Riga.

2.2. In accordance with the procedures specified in the Rules the Company is providing a Customer with Service and Customer undertakes to use it in accordance with the Rules and the fees specified in the Pricelist.

2.3. Deal is agreed at the moment when Customer pays the safe deposit box Rental fee and Guarantee deposit. It is considered that after the performance of all aforementioned activities, the Customer has accepted the rental provisions contained in the Rules and is determined to use a safe deposit box in accordance with them.

2.4. The Company reserves the right to refuse the Deal. The Company has the right to do so and is not liable to explain the reason of the refusal of Deal.

### 3. Receiving the keys from Safe deposit box

3.1. Parties agree upon of the Deal, when the Customer has paid the Rental fee for the Safe deposit box, The Company gives the Customer 2 (two) keys from the rented Safe deposit box for usage, paying a Guarantee deposit (a sum for accidental loss or damage of the keys) for them.

### 4. General rules and procedures of Safe usage

4.1. The Customer has the right to use the Safe deposit box during working days and working hours of the Company. Attending the Safe deposit box outside of working hours the Customer has to agree prior, calling +37128888030 or +37128888040. Servicing the Customer outside of working hours is made for extra cost in accordance with the Pricelist.

4.2. Place where the services are offered is located in the office building of the Company with the address: Riga, Gertrudes Street 33/35.

- 4.3. Access to the storage is granted only after the correct number of the Safe deposit box is typed and its associated PIN-code on the electronic screen of the protection system of the Company. Unlocking the Safe is only possible with the original key, provided to the Customer.
- 4.4. The Company does not verify if the Safe deposit box is attended by the Customer or his/her trusted person. Customer is responsible for a correct opening of the Safe deposit box.
- 4.5. The Customer independently types the number of his/her assigned Safe deposit box and generates the PIN-code for access on the screen of electronic protective device of the Company. The code should consist of 8 (eight) numbers and can't consist of same characters (11111111, 22222222 and so on).
- 4.6. Standard time for access of the Safe deposit box is limited to 15 minutes. If Customer wishes to extend the time of attendance more than the standard time, he/she should agree prior with the Company, otherwise the representative of the Company has the right to interrupt the process of attendance of the storage and ask Customer to leave.
- 4.7. The Company has the right to change the standard duration of the attendance of the storage and put a notice in the area where the Customer of the Company are serviced and also on its webpage: [www.rigasseifi.lv](http://www.rigasseifi.lv).
- 4.8. The Customer has to make sure he/she closes the Safe deposit box every time after usage. The Company does not bear responsibility as a consequence of not following this rule.
- 4.9. In case a Safe deposit box is impossible to use (Safe deposit box is broken, mechanism is not working, or the lock is broken), the Customer has to inform the Company immediately about problems of usage. The Company will initiate the fixing of the problem within 3 hours from the information was received. This time frame is not applicable if Safe deposit box was broken with the use of outer force.
- 4.10. On the last day of the rental period of the Safe deposit box, Customer has to empty the Safe deposit box and give the keys back to the representative of the Company. Guarantee deposit is given back to the Customer, after 2 (two) keys from Safe deposit box were returned.
- 4.11. In case one or both keys were lost, the Customer can use the Guarantee deposit to cover the costs associated with ordering new key(s).
- 4.12. The Customer confirms that he/she will pay all the expenses associated with the loss of the key/keys, safe deposit box lock change and ordering of the new key.

## **5. Responsibilities of the Customer**

- 5.1. Honestly fulfil the obligations set out in the Rules and use the safe deposit box in accordance with the procedures specified in the Rules.
- 5.2. Making sure the keys from the Safe deposit box are kept in a secure place. Customer agrees not to create copies of the keys and not allowing third parties to access the keys unless it is a trusted person of the Customer.
- 5.3. Making sure the confidential information which allows access to Safe deposit box is kept secure (Safe deposit box number and corresponding PIN-code), not allowing third parties to access this information, unless it is a trusted person of the Customer.
- 5.4. Introduce your trusted person who can use the Safe deposit box with all terms of the Rules and ensure that the trusted person follows the Rules.

### **5.5. It is prohibited to store in a Safe deposit box:**

- 5.5.1. Dangerous items to the society, easily flammable, explosive, toxic, radioactive substances, and other substances that are a danger to safety and health of the society, to the Company, to the Customer's Safe deposit box and other Safe deposit boxes in the storage and their contents;
- 5.5.2. Prohibited items, narcotic and Psychoactive drugs, any arms and guns, and other items whose storage is penalized by the laws of Republic of Latvia;
- 5.5.3. Any items that can create suspicion of being connected to illegal actions, including money laundering.
- 5.6. When it is discovered that the Safe deposit box or the mechanism of the lock is broken, it is required to inform the representative of the Company immediately.

5.7. If the Company has a suspicion that the Customer is breaking the rules highlighted in point 5.5. of this Rules, the Customer is obliged if requested by the representative of the Company, to show the contents of the Safe deposit box, show all necessary information, proofs and documentation as requested by the Company.

5.8. Provide the Company at the specified date with all requested information.

5.9. The Customer agrees that the Company is not informed regarding the items which are stored in a Safe deposit.

## **6. Rights of the Customer**

6.1. To choose the Safe deposit box of any size offered by the Company.

6.2. Ask to change the Safe deposit box for any other Safe deposit offered by the Company. If the Customer is willing to change the Safe deposit box, the Company will use the Rental fees for unused period of time towards the payment for the rental of new Safe deposit box (except for the Rental fees until the end of the current month).

6.3. To give the right to access the Safe deposit box to his/her trusted person. The Customer agrees and acknowledges that the Company is not informed who is the trusted person of the Customer, hence, any person with knowledge of Safe deposit box number, PIN-code and having a key has access to the Safe deposit box.

6.4. Terminate the rental of Safe deposit box previously informing the Company about that decision. If the Safe deposit box rental is terminated by the Customer, all Rental fees for unused period of time are not returned to the Client. The Guarantee deposit is returned to the Customer after 2 (two) keys from the Safe deposit box were returned back to the Company.

6.5. To change current PIN-code for the new PIN-code for security reasons, or if the PIN-code was blocked after typing the wrong PIN-code 5 consecutive times and only in case the Customer knows the current PIN-code. If that is the Customer who is willing to change the PIN-code for his own reason, then this service needs to be paid for by the Customer according to the Pricelist.

## **7. Responsibilities of the Company**

7.1. To rent out the Safe deposit box in working condition.

7.2. After the Deal has been processed, to give 2 (two) keys from the Safe deposit box, inform the Customer with the number of the Safe deposit box and assist Customer with generation of the PIN-code, which will give access to the Safe deposit box.

7.3. To ensure free access to the Storage during working hours of the Company. Access to the Safe deposit box is granted after Customer has entered the number of the Safe deposit box and the correct PIN-code into Company's electronic security system, as well as after the Safe deposit status and the Rental period was confirmed.

7.4. To provide the Customer with secure and individual access to the Safe deposit box.

7.5. To arrange security and protection of Safe deposit boxes continuously - 24 hours a day, 7 days a week.

7.6. To guarantee the Customer with full confidentiality of information regarding the contents of the Safe deposit box, except for the cases which are outlined in the acting laws of Republic of Latvia. Also, the Company shall inform the Customer about the requests regarding his/her safe deposit box from various entities and institutions unless such notification by the Company is considered to be a violation of applicable laws and regulations.

## **8. Rights of the Company**

8.1. To prohibit the Customer from using the safe deposit box, if the Customer has Rent fee arrears for the services provided by the Company, or if the Customer has not fulfilled other obligations arising from this Rules. This prohibition will remain in force until the Customer has settled all his obligations that caused the prohibition.

8.2. The Company's electronic security system will block an access to the Safe deposit box, for security reasons, if the Customer has typed incorrect PIN-code 5 consecutive times.

8.2.1. If the Customer has retrieved (remembered, found a written down memo) PIN-code which has already been blocked, he/she has the right to ask the Company to change the PIN-code as outlined in point 6.5. of this Rules.

8.2.2. If registered Client has forgotten the PIN-code, the access to the Safe deposit box is granted only after the identification process has been completed and commissions covered as outlined in the Pricelist.

8.3. The Company reserves the right to make any amendments to the Rules, by posting information regarding amendments on the Company's website ([www.rigasseifi.lv](http://www.rigasseifi.lv)), in the Company's Customer Services section or informing Customer directly. The Customer has the right within one month from the day when he/she was informed of the amendments in the terms of the Agreement to refuse to use the safe deposit box without any penalties, paying for the actual period of use, as well as any other payments that have arisen on the day of termination of the rent of safe deposit box and empty the safe deposit box from stored items.

## **9. Forceful opening of the Safe deposit box and Customer refusal from the items stored in the safe**

9.1. If the Customer has lost the keys from the Safe deposit box during the rental period, he/she has to inform the Company about this. After paying the fees for forceful opening of the Safe deposit box and loss of the keys, the opening is performed by the specialist in the presence of the Customer and a representative of the Company.

9.2. If the Customer, within 180 (one hundred eighty) days after the expiry of the rental period, has not released the safe deposit box and/or has not returned the keys to the Company, in that case it is considered as Customer's refusal from the items stored in the safe deposit box and the Company has the right to open the safe deposit box without Customer's presence, as well as the Company may choose to become the owner of the items or can transfer the contents of the safe deposit box to the police in accordance of the Civil Law rules. After doing this, the company has to file an act about forceful opening of the safe deposit box, indicating the description of all items in the safe deposit box.

## **10. Paying the fees**

10.1. For using the Safe deposit box and other services associated with Safe deposit box rental, the Customer has to pay fees in accordance with Pricelist.

10.2. Unregistered Customers have to pay cash for the Safe deposit box rental and a guarantee deposit.

10.3. Registered Customers can pay fees in cash, credit/debit card or wire transfer to the Company's bank account.

10.4. Paying Rental fees for the Safe deposit box and a Guarantee deposit, the Customer agrees to terms and conditions specified in the Rules of the Safe deposit box rental.

10.5. Rental fees for a Safe deposit box and a Guarantee deposit are paid by the Customer on the day when the Deal has been made. If the payment is done with a wire transfer, the rental period starts when the payment has reached the bank account of the Company.

10.6. For any additional services of the Company, associated with Safe deposit box rental, the Customer pays commission in accordance with tariffs specified in the Pricelist on the day when this particular service is provided.

10.7. If the Safe deposit box was substituted, Parties agree on a new Deal. The Company transfers unused Rent fees for the Safe deposit box towards the new Safe deposit box Rent fees in accordance with current the Pricelist, proportionately to the unused time left (except for the Rent fee amount until the end of current month).

10.8. For non-compliance with terms and conditions of the rental and for not releasing the Safe deposit box, for failure to return keys from the Safe deposit box after the expiration of the rent period, for damaging the key or mechanism of the Safe deposit box, the Customer pays to the Company a fee determined by the Pricelist.

10.9. At the end of the Rental period (regardless of reason) Guarantee deposit is used for covering all Customer's obligations associated with non-payment of Rental fees, forceful opening of a Safe deposit box, non-return of keys and also the storage of Customer's things (if these events have occurred).

10.10. The Company has the right to make changes to Pricelist, displaying this information in Customer Service section and/or publishing those changes on the webpage: [www.rigasseifi.lv](http://www.rigasseifi.lv).

10.11. The Company has no right, during the Rental period of the Safe deposit box to change the Rent fees for the active rental agreement and the Guarantee deposit amount.

10.12. Extending the rental period, the Customer pays Rental fees according to the current Pricelist that valis on the day when the new Rental period of the Safe deposit box has started.

## **11. Responsibility**

11.1. For not following the obligations specified in this Rules, Parties bear responsibility in accordance with the terms and conditions of the Rules and Laws of Republic of Latvia.

11.2. The Customer is responsible for compliance with the terms and conditions of the Rental Rules and that his/her trusted persons will use the Safe deposit box in accordance with the terms and conditions of the Rental Rules. The Customer takes the full responsibility for non-compliance with the terms and conditions of the Rental Rules by Customer's trusted persons.

11.3. The Customer confirms he/she personally is responsible for all items stored in the Safe deposit box (including safety of the items in it), and the Company during the whole rental period is not responsible for any items stored in the Safe deposit box of the Customer.

11.4. The Company is not responsible for the safety of the contents of the safe deposit box.

11.5. The Customer is liable to the Company for all losses caused as a result of storing items in the Safe deposit box, even if the Customer wasn't aware of the specifics of the items stored in the Safe deposit box.

11.6. The Company is not responsible for losses caused to the Customer as a result of natural disasters, military actions, unrest or illegal actions of third parties, for changes to laws of the Republic of Latvia, and arising disruptions or interferences caused of communication systems and/or electricity.

## **12. Agreement of the Deal and providing the Service**

12.1. The Deal come in the force when the Customer has paid the Rental fees for the safe deposit box and the Guarantee deposit in accordance with the Pricelist. If the payment was done wire transfer, then in this case the Deal comes into force, when the funds reached the bank account of the Company.

12.2. The Safe is rented for an agreed with the Company time period. The rental fees are paid in advance for the whole rental period of the Safe deposit box.

12.3. The Deal is active until the end of the Rental period.

12.4. The Customer has the right to terminate the Deal when he/she has fulfilled all his/her responsibilities. In this case the Deal is considered to be fully completed if the Customer has released the Safe deposit box, returned 2 (two) keys from the Safe deposit box to the Company and paid all required fees, which Customer is obliged to pay according to the Pricelist at the time of completion of the Deal.

12.5. The Company has right to immediately terminate the Deal if:

12.5.1. The Customer refuses to show the contents of the Safe deposit box in accordance with the procedure specified in the this Rules;

12.5.2. If it is discovered that prohibited and dangerous items or substances are stored in the Safe deposit box;

12.6. If the Company has refused to continue cooperation with Customer in accordance with the clause 12.5., the Company informs the Customer about this decision when he/she attends the Safe deposit box, giving the date when the Safe deposit box has to be emptied. It is Customers responsibility to empty the Safe deposit box at the time specified by the Company.

## **13. Other conditions**

13.1. The legal relations between the Customer and the Company arising from this Rules, which are not specified by this Rental rules are regulated by the laws of the Republic of Latvia.

13.2. All disputes and disagreements, resulting in the process of providing the Service, Parties will try to resolve by negotiating between each other, or if necessary attracting other representatives and/or the management of he Company. All disputes and disagreements Parties should issue in a written form after the identification of the Customer, in this case Parties have to respond to the issued complaint by the opposite Party within 30 calendar days. In case when agreement is not reached as a result of this actions, all disputes, connected to the Deal (disagreements regarding property or non-material demands, as a consequence of this Rules, including disputes or demands regarding the fulfilment of the Rules, regarding the reimbursement or insurance of losses, and all other disputes and demands, associated with this Rental rules and their change, disobedience, termination and legality, applicability and interpretation) are decided in the Court of Arbitration of the Association of Latvian Commercial Banks in Riga in accordance with Rules of the Court of Arbitration of the Association of Commercial Banks of Latvia. Number of Arbitration judges - 1 (one). The language of Arbitration court case hearing- Latvian. The arbitrary judge is appointed by the representative of Court of Arbitration of the Association of Latvian Commercial Banks. If the Customer is regarded as a customer as outlined in the „Laws Protecting the Customers” of the

Republic of Latvia, then the dispute is given for decision to the court of Republic of Latvia in location where the Company is registered.

#### **14. Protection of privacy**

14.1. The Company processes the personal details for the purposes of providing services of the Company and providing records and control of transactions associated with services; for providing and improving the services provided to the Customer; for organising and implementing marketing campaigns, lotteries and competitions; for the realization of rights that arise from the return, offset and/or cession of debts, managing risks, for completing necessary procedures as required by law.

14.2. If the Customer is not fulfilling obligations specified in the Rules, the Company has a right to pass confidential information and personal information of the Customer to debt collection agencies and bad credit history database.

14.3. In case of completion of cooperation, the Company has the right to continue to process the confidential information and personal details of the Customer as long as needed for required aim. This clause does not limit the Customer's right to request the removal of his personal data in accordance with the applicable laws and regulations of the Republic of Latvia.

14.4. The Customer agrees that video recording is being conducted on the premises of the Company in order to prevent or disclose criminal activity related to the protection of property and personal life interests, including the protection of life and health, as well as to obtain evidence for insurance purposes. The processing of the Customer's personal data within the framework of video shooting is carried out by the Company, which is considered as control over the Customer's personal data. The information mentioned in this paragraph can be transmitted to law enforcement agencies, as well as to security and insurance companies. Video surveillance captures the following personal information: a snapshot of the person, the place and time of recording. The information referred to in this paragraph is processed no longer than 30 days after the recording is made or, in the case of an investigation or receipt of a request for information from law enforcement agencies, until the end of the investigation or before providing information to law enforcement entities.