

Terms and Conditions regarding the rental of safe deposit boxes

1. Terms used in this Rules:

Company – Joint Stock Company «RĪGAS SEIFI», with registration number 40203055925, Registered Address — Krasta Street 105, Riga, LV-1019, e-mail: info@rigasafe.lv, webpage 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. Subject of the agreement: Metallic box (Safe).

2.2. The Company is providing a Client with Service in accordance with the Rules, and Client agrees to use the Service in accordance with the Rules and for a payment as specified in the Price list.

2.3. Deal is agreed at the moment when Client pays the Fees and Guarantee deposit. It is assumed that the Client has agreed to the Rules of Safe rental at the moment all the Fees were paid and is responsible for adhering to the Rules. In case of dispute Sides agree to follow the procedures specified in the Rules.

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

Sides agree that during the finalising of the Deal when Client has paid all the Fees for Safe rental, the Company gives and Client receives in usage 2 (two) keys from Safe, paying for them a Guarantee deposit (a sum for accidental loss or damage of the keys).

4. General rules and procedures of Safe usage

4.1. Client has the right to use Safe during Working days and Working hours of the Company. Attending the Safe outside of Working hours the Client has to agree prior, calling +37128888030 or +37128888040. Servicing the Client outside of Working hours is made for extra fees 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 is typed and it's 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 Client.

4.4. The Company does not verify if the Safe is attended by the Client or his/her trusted person. Client is responsible for a correct opening of the Safe.

4.5. The Client independently types the number of his/her assigned Safe 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 is limited to 15 minutes. If Client 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 Client 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 Clients of the Company are serviced and also on its webpage: www.rigasseifi.lv.

4.8. The Client has to make sure he/she closes the Safe every time after usage. The Company does not bear responsibility as a consequence of not following this rule.

4.9. In case Safe is impossible to use (Safe box is broken, mechanism is not working, or the lock is broken), the Client has to immediately inform the Company about problems of usage. The Company will initiate the fixing of the problem within 3 hours when the information was received. This time is not applicable if Safe was broken with usage of outside force.

4.10. On the last day of the rental period of Safe, Client has to empty the Safe and give the keys back to the representative of the Company. Guarantee deposit is given back to Client, after 2 (two) keys from Safe were returned.

4.11. In case one or both keys were lost, Client can use the Guarantee deposit to cover the costs associated with ordering new key(s).

4.12. Client confirms that he/she will pay all the fees associated with loss of the key, safe lock change and ordering of the new key.

5. Responsibilities of the Client

5.1. Adhere to the rules outlined in this terms and conditions regarding the rental of safe deposit box.

5.2. Making sure the keys from the Safe are kept in a secure place. Client 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 Client.

5.3. Making sure the confidential information which allows access to Safe is kept secure (Safe number and corresponding PIN-code), not allowing third parties to access this information, unless it is a trusted person of the Client.

5.4. If the Client has a trusted person he/she wants to give access to information of the Safe and the keys, the Client has to make sure that this person knows the Rules of the usage of Safe. Client is responsible that the trusted person follows the Rules.

5.5. It is prohibited to store in a Safe:

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 Client's Safe and other Safes 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 penalised by the laws of Republic of Latvia;

5.5.3. Any items that can create suspicion they are connected to illegal actions, including money laundering.

5.6. When it is discovered that the Safe 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 client is breaking the rules highlighted in point 5.5. of this Rules, the Client is obliged if requested by the representative of the Company, to show the contents of the Safe, 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 Client agrees that the Company is not informed regarding the items which are stored in a Safe.

6. Rights of the Client

6.1. To choose according with his/her wishes the Safe of any size offered by the Company.

6.2. Ask to change the Safe for any other Safe available in Company's storage. If the Client wishes to change the Safe, the Company will include the fees for unused Safe towards the payment for rental of new Safe (except the fees until the end of the current month).

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

6.4. Terminate the rental of Safe previously informing the Company about that decision. If the Safe rental is terminated by the Client, all fees (except until the end of current month) are returned to the Client. The Guarantee deposit is returned to the Client after 2 (two) keys from the Safe were returned back to the Company.

6.5. To change active 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. In this case the Client knows the PIN-code. If the PIN-code was changed due to the Clients wishes, this service will be paid in accordance with Pricelist.

7. Responsibilities of the Company

7.1. To rent out the Safe in working condition.

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

7.3. To ensure free access to the Storage during working hours of the Company. Access to Safe is granted after Client has typed the number of the Safe and its corresponding PIN-code (given an electronic security system, checked the status of the term of rental agreement and signalled that the access is allowed to this particular Safe).

7.4. To provide the Client with individual access to Safe.

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

7.6. To guarantee the Client with full confidentiality of information regarding the contents of Safe, except events which are outlined in the acting laws of Republic of Latvia.

8. Rights of the Company

8.1. If the Company suspects that Client is breaking the rules outlined in the point 5.5 of this Rules, the Company has the right to ask the Client to show the contents of the Safe, provide with all information about the contents, and show the documents proving this information.

8.2. Client is prohibited to use the Safe if the Client has fees in arrears for the services provided by the Company, or if the Client didn't fulfil other responsibilities outlined in this Rules. This prohibition will last until the client fulfilled all responsibilities which have put the prohibition in the first place.

8.3. The electronic security system will block an access to Safe, for security reasons, if the Client has typed incorrect PIN-code 5 consecutive times.

8.3.1. If the client 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.

8.3.2. If registered Client has forgotten the PIN-code, the access to Safe is granted only after the identification process has been completed and the fees are paid as outlined in Pricelist.

8.3.3. If Anonymous client has forgotten the PIN-code, access to Safe is granted only after the Client agrees to his/her identification providing a personal ID. Client has to write an informal letter where he/she lists all items that are stored in Safe. After the contents of the Safe are checked against all items listed in a letter and paying all fees in accordance with Pricelist, Client is granted an access to Safe and has to generate a new PIN-code. The Company does not take any responsibility regarding the content of the Safe.

8.4. The Company reserves the right to make any change to the Rules, displaying all information regarding changes in a client servicing area and/or on its webpage: www.rigasseifi.lv or informing Client in any other form.

9. Forceful opening of the Safe

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

9.2. If the Client 30 (thirty) days after the rental period of Safe has expired, didn't vacate and/or didn't return the keys from Safe back to the Company, the Company has the right to perform forceful opening of Safe without presence of the Client. After doing this, the company has to file an act about forceful opening of Safe, listing all items that have been stored in Safe.

9.3. All items stored in the Safe, which has been forcefully opened without Client's presence, the Company stores for 12 (twelve) months after the rental period has expired. The Client can access the items of the Safe, subject to paying all fees as listed in the Pricelist and the keys from Safe are returned back to the Company.

9.4. If the Client didn't come back to collect his/her items of the Safe 12 (twelve) months after the expiry of rental period, the Company has a right to destroy or sell items for market prices, in order to cover all expenses associated with forceful opening of the Safe and storage of Client's items.

9.5. Client or his/her trusted person can access the items of forcefully opened Safe, if he/she has keys from the Safe, knows the number of Safe and its PIN-code, given it has been less than 12 (twelve) months since the expiry of rental period or the contents has been stored by the Company and not sold by the Company.

9.6. All complaints by the Client regarding the forceful opening of Safe and items returned to Client together with the forceful opening act are not satisfied.

10. Paying the fees

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

10.2. Anonymous clients have to pay cash for the Safe rental and a guarantee deposit.

10.3. Registered Clients, can pay fees in cash, bank card or bank transfer to the Company's bank account.

10.4. Paying fees for Safe rental and a Guarantee deposit, client agrees to terms and conditions regarding the Rules of Safe rental.

10.5. Fees for Safe rental and a Guarantee deposit Client pays on the day when Deal has been agreed. If the payment is done with a bank transfer, the rental period start day is the day when fees have reached the bank account of the Company.

10.6. For any extra service of the Company, associated with rental of Safe, Client pays commission in accordance with tariffs listed in current Pricelist, of the day when payment is done.

10.7. If the Safe was substituted, Sides agree on a new Deal and the Company transfers unused fees for Safe rental towards the new Safe rental fees in accordance with current Pricelist, proportionately to the time left of the unused Safe, (except the fees until the end of current month).

10.8. Client has to pay fees in accordance with Pricelist for not following the rental period, and not vacating the Safe, for non-returning of keys from Safe after the end of rental period, for ruining the keys or lock mechanism.

10.9. After the rental period has expired, (regardless of reasons) Guarantee deposit is used for covering all fees client is responsible associated with non-payment of rental fees, forceful opening of Safe and non-return of keys, and also with storage of Client's items (if these events have occurred).

10.10. The Company has the right to make changes to Pricelist, displaying this information in Clients' servicing area and also publishing on webpage: www.rigasseifi.lv.

10.11. The Company has no right, during the rental period of Safe, to change the fees for active rental agreement and to guarantee deposit.

10.12. When extending the rental period, Client pays fees according to the current Pricelist active on the day the new rental period of Safe has started.

11. Responsibility

11.1. For not following the responsibilities outlined in this Rules, Sides bear responsibility in accordance to Rules and Laws of Republic of Latvia.

11.2. Client is responsible for following the Rules and that his/her trusted persons use the Safe in accordance to Rules. Client takes all responsibility for not following the Rules by his/her trusted persons.

11.3. Client confirms he/she personally is responsible for all items stored in the Safe (including their protection), and the Company during the whole rental period is not responsible for any items stored in the Safe of the Client.

11.4. The Company is not liable for protection of all items in the Safe.

11.5. Client is responsible in front of the Company, for all losses incurred as a result of storage of items in the Safe, even if the Client wasn't aware of properties of items stored in a Safe.

11.6. The Company is not responsible for damages caused to Client as a result of natural disasters, military actions, riots or illegal activities of third parties, for changes to laws of the Republic of Latvia, and problems caused by dysfunction of communication systems and disruption of electricity.

12. Agreement of the Deal and providing the Service

12.1. The Deal is complete when Client has paid the rental fees and Guarantee deposit in accordance with the Pricelist. If the payment was done via bank transfer, the Deal is complete, when 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.

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

12.4. The Client has the right to refuse from the Deal when he/she has fulfilled all his/her responsibilities. In this case the Deal came to an end, if the Client has emptied the Safe, returned 2 (two) keys from Safe to the Company and paid all required fees, which Client is liable to pay in accordance with the Pricelist associated with an end of the Deal.

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

12.5.1. The Client refuses to show the contents of Safe in case which is outlined in this Rules;

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

12.5.3. The Client didn't provide the information or other requested documents by the Company about activities associated with usage of Safe;

12.5.4. Client has fees in arrears or the Client has broken the conditions outlined in this Rules.

12.6. If the Company has refused to continue cooperation with Client as outlined in point 12.5., the Company informs the Client about this decision when he/she attends the Safe, giving the date when the Safe has to be vacated. It is Client's responsibility to vacate the Safe on time specified by the Company.

13. Other conditions

13.1. Other cooperation and mutual relations of Client and Company which are a consequence of this Rules and are not specified in the 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, Sides will try to resolve by negotiating, if necessary attracting other representatives and/or the management of the Company. All disputes and disagreements Sides should issue in a written form after the identification of the Client, in this case Side has to respond to issued complaint by the opposite Side during 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 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 Client 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. Insurance

Each Safe of the Company is insured for EUR 4000 (four thousand euro) – this is standard option. The insurance is included in the Safe rental Fees in accordance with Pricelist.

14.1. Insuring for an extra amount

If the Client wishes to insure the rented Safe for a higher amount than standard amount, which is specified in point 14, the Client has to ask the Company to increase the insured amount. The Company will contact an insurance broker and agree the conditions and options of insurance. The Client can request an increase of insurance amount at any point of time during the rental period of Safe.

14.2. Insurance event

When the insurance event has occurred (theft, fire, flood or else), the company has to contact an insurance provider immediately.

15. Protection of privacy

15.1. 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 Client; for organising and implementing marketing campaigns, lotteries and competitions; for exercising its rights when collecting fees in arrears, managing risks, for completing necessary procedures as required by law.

15.2. If the Client is not fulfilling obligations which are listed in the Rules, the Company has a right to pass confidential information and personal information of the Client to debt collection agencies and bad credit history database.

15.3. In case the cooperation is over, the Company has the right to continue to process the confidential information and personal details of the Client as long as needed for required aim.