

GENERAL TERMS AND CONDITIONS

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1. SUBJECT OF THE CONTRACT

- 1.1. placeB AG ("placeB") provides the customer with an enclosed storage room or a parking space / parking lot (hereinafter referred to as a "placeBox") for his/her items for an agreed period and for a fee in accordance with these General Terms and Conditions ("GTC") under the self-storage contract (for the sake of simplicity, only the male form is used below for the customer).
- 1.2. These GTC are an integral part of the self-storage contract and the customer is obliged to comply with these GTC and instructions from placeB. The customer is liable for all damages and expenses caused by him which arise for placeB or third parties as a result of a breach of the self-storage contract (incl. these GTC).
- 1.3. This contract does not correspond to a deposit contract and placeB has no obligations of a custodian within the meaning of Art. 472 et seq. of the Swiss Code of Obligations (OR). placeB does not know the nature, quantity, condition or value of the customer's items and does not accept them. The customer stores his items independently in his placeBox at placeB, has access to them at any time upon fulfillment of the contract and can also remove them from the placeBox at any time.
- 1.4. This self-storage contract is not subject to the legal provisions regarding residential and business premises, as the placeBox may not be used for the exercise of a business activity or as a living or recreational room, but only for the storage of items or, as far as permitted, vehicles (hereinafter "items"). The customer is prohibited from legally or factually establishing his domicile, registered office or branch office in the placeBox and from attaching advertising signs, advertisements or illuminated signs inside or outside the placeBox. Any activity other than the storage of items is strictly prohibited. The customer also declares that the placeBox is neither necessary nor essential for operating a business.
- 1.5. This self-storage contract is not considered a safe deposit contract, as the security level offered by placeB is insufficient. placeB assumes no liability for loss, theft or damage to the stored items and strictly requires that the customer insures the value of the stored items (cf. section 9).

2. TAKEOVER & RETURN OF THE PLACEBOX

- 2.1. Upon conclusion of the contract, the customer is assigned a placeBox in the agreed building or on the premises. The customer has no claim to a specific placeBox. The customer must inspect the placeBox upon takeover and report any damage or contamination to placeB immediately. If no such report is made, it is assumed that the placeBox was taken over in a clean and undamaged condition.
- 2.2. placeB is entitled to check all contact information (phone number and e-mail address) and to have it verified by the customer via a confirmation link. The customer only receives access to his placeBox after confirmation of his contact information, provided that the payment conditions are met (cf. section 6).
- 2.3. placeB is entitled to check the customer's address and to have it confirmed by the customer. To confirm the address, a letter with a QR code and link can be sent to the customer after conclusion of the contract or at a later date. In such a case, the customer has ten days to confirm the address via the QR code or the link (verification). If no verification is carried out by the customer, the customer's access authorization will be blocked until verification.
- 2.4. The customer is obliged to return the placeBox no later than the last day of the contract term in perfect condition, free of items and waste, and cleaned. Any damages incurred or necessary cleaning or repair work will be charged to the customer. This applies to cleaning or repair work in or around the placeBox

and the building. The reimbursement of any security deposit (deposit) will only take place after fulfillment of this provision.

- 2.5. If the customer has not vacated the placeBox on the last day of the contract term, placeB reserves the right to vacate the placeBox itself (cf. section 12.4.). In addition, during an occupation of the placeBox after the expiry of the contract period, remuneration in the amount of the agreed fee, increased by a contractual penalty of 10%, must be paid.

3. TERMS OF USE

- 3.1. The customer uses only the placeBox assigned to him and cannot store items in other rooms or areas of the building and grounds, nor exceed the defined boundaries of his placeBox. The customer may not change the rooms, walls, partitions, doors, electrical wiring, or any other furnishings of placeB. He is also prohibited from removing, damaging, or misusing furnishings, furniture, or other items located inside or outside the placeBox. The customer is also prohibited from hammering nails, mounting screws, or attaching other fastening devices in the placeBox.
- 3.2. Only the storage of items is permitted in the placeBox. In particular, the customer is prohibited from carrying out any kind of work in his placeBox and from setting up machines or other items that require an electrical connection.
- 3.3. The customer is prohibited from using the placeBox, the building, or the grounds in such a way that anyone, especially other customers, tenants, the administration, the building owner, or placeB, is disturbed or impaired or could be disturbed or impaired, or that traffic on the premises is obstructed in any form. The customer ensures not to block the automatic doors and may not unnecessarily obstruct corridors, doors, and lifts. The use of these general rooms and items is only permitted for the time required for loading and unloading.
- 3.4. Only the parking spaces made available for placeB customers may be used, and these are to be used for a limited time only for loading and unloading. Access is only permitted with vehicles that meet the requirements of the local conditions (e.g., regarding the load-bearing capacity of the access routes). In the event of violations of the parking regulations, in particular in the case of unauthorized or time-exceeded use of the parking spaces, placeB reserves the right to have parking fines or administrative fees issued and processed by an authorized third-party provider. In this case, all communication as well as billing will take place directly through the appointed third-party provider.
- 3.5. The regulations posted there apply to the use of passenger and goods lifts, in particular the load regulations. The customer must also comply with the permissible floor load.
- 3.6. The delivery and removal of items must be carried out carefully and only at the designated locations. The customer must immediately and voluntarily remove any contamination resulting from the delivery and removal of items. Any damage caused must be reported immediately to placeB, which will arrange for repairs at the customer's expense.
- 3.7. The customer undertakes to keep the placeBox in perfect and clean condition at all times. In particular, he avoids storing items there in a way that could affect the placeBox, the building, or items stored by other customers (e.g., through vermin, rust, etc.).
- 3.8. The customer is obliged to report any damage in or to the placeBox to placeB immediately.
- 3.9. The customer is obliged to comply with the applicable fire safety guidelines. The specifications published on the placeB website as well as the signs and notices posted at the placeB locations are authoritative.
- 3.10. The storage of items that pose an additional activation, hazard, or damage risk due to their nature, storage, or use is prohibited; this includes, but is not limited to, the following items:
- dangerous, toxic, flammable, explosive, radioactive, or corrosive items (e.g., no flammable liquids, gasoline, liquefied gas, gas bottles, etc.);

- perishable, odorous, or damp items;
 - items that disturb the use by other customers;
 - weapons and ammunition;
 - waste and hazardous waste;
 - art, jewelry, money, stamps, watches, coins, medals, precious metals, precious stones, pearls;
 - dead or live animals as well as plants and perishable food;
 - lithium-ion batteries or other batteries that pose a potential explosion risk (e.g., from drones, e-bikes, or e-scooters);
 - all items that require legally prescribed storage conditions or
 - all items whose possession is prohibited by law.
- 3.11. It is strictly prohibited to connect or charge batteries and rechargeable batteries of any kind to the power grid within the placeBox or in the general premises of placeB.
- 3.12. The playing of music, the distribution of drinks and food, and generally all activities related to persons other than the customer himself are generally prohibited. In consultation with placeB, an exception permit can be granted.
- 3.13. Tires/wheels must be hermetically packed in plastic bags. A maximum of four (4) wheels/tires may be stored.
- 3.14. Clothes, laundry, blankets, carpets, and similar items must be treated with moth protection and packed airtight before storage. Should this not be done, the customer is liable for all damages caused thereby and their remediation (e.g., moth infestation).
- 3.15. It is strictly forbidden to smoke in the area of placeB's facilities, especially in the entrance area, in the parking lots, in the corridors, and in the placeBoxes.
- 3.16. The customer ensures not to block the function or accessibility of all fire protection systems, such as smoke detectors, sprinkler systems, fire extinguishers, alarm buttons, escape routes, etc. Any existing fire or emergency stairs as well as other emergency exits may only be used in case of fire or emergency. Access to the emergency stairs and other emergency exits must be kept clear at all times. Storage of any kind in the escape routes is prohibited.
- 3.17. Any keeping, storing, or leaving of waste in or around the placeBox and the building is prohibited. The customer is rather obliged to take all waste with him and dispose of it. The disposal of abandoned waste will be charged to the customer.
- 3.18. The use of any transport equipment provided is the sole responsibility of the customer. placeB refuses any liability in the event of accidents or damage to the stored goods through the use of this transport equipment.
- 3.19. placeB reserves the right to assign the customer a different placeBox of the same size in the same building during the contract term, subject to a notice period of seven (7) days, but without giving reasons. The costs incurred for the relocation of the items from one room to another are borne by placeB.

4. ACCESS TO THE BUILDING AND THE PLACEBOX

- 4.1. Entering and leaving the premises, building, and placeBox can be secured. With security, the customer can only enter the premises, building, and placeBox using the placeB app provided by placeB. The building and storage areas are video-monitored, and the placeBox can be equipped with an individual alarm. However, the customer is aware that the security precautions do not correspond to those of a safe or bank deposit box.

- 4.2. The customer undertakes to comply with all safety precautions prescribed by placeB (such as codes of conduct, signs, etc.), especially those concerning access as well as the opening and closing systems of the building and the placeBox. The customer ensures when opening the doors that he is the only one entering the building. The customer must ensure that the doors and gates are properly closed behind him. In case of any problems, he must inform placeB.
- 4.3. The customer is exclusively entitled to use the placeBox assigned to him, the placeB parking space assigned to him, or the container assigned to him. placeB is entitled to dispose of or have items or vehicles removed at the customer's expense that are not stored or parked in the customer's placeBox, on the placeB parking space, or in the placeB container.
- 4.4. Any alarm triggered due to incorrect behavior, which results in the deployment of a security company, the police, or the fire department, will be charged to the customer with at least CHF 200. Furthermore, he must pay for any further damage unless he proves that he is not at fault.
- 4.5. The customer is responsible for ensuring that the persons authorized or commissioned by him, who enter the building or the placeBox with the customer's access authorization, comply with the access rules, and the customer is liable for their contravention as for his own behavior.
- 4.6. The customer is obliged to lock his placeBox and to keep it locked during his absence. In the case of unlocked placeBoxes, the insurance coverage cannot be guaranteed (cf. section 9). placeB is not obliged to close or lock an open placeBox.
- 4.7. Access to the placeBox is granted exclusively to the customer or the persons authorized by him. However, placeB is entitled to enter the customer's placeBox in emergency situations (for the customer, placeB, or third parties) and in the event of a well-founded suspicion of a violation of the terms of use or legal provisions, and to move the items to an alternative placeBox or remove them if necessary to avert a danger. In addition, after prior notification to the customer, placeB is exceptionally entitled to enter the customer's placeBox within the framework of inspections, maintenance work, or alterations to the facilities and the placeBox. The customer must grant this.
- 4.8. For placeBoxes equipped with an integrated electronic lock, the customer is not entitled to attach additional locks of any kind. If the customer does so anyway, placeB is entitled at any time and without prior notification to the customer to remove these at the customer's expense and dispose of them.

5. CONTRACT DURATION & TERMINATION

- 5.1. The self-storage contract can be fixed-term or open-ended. The parties determine the duration of the transfer of the placeBox upon conclusion of the self-storage contract. In the case of an open-ended self-storage contract, the parties can provide for a minimum term.
- 5.2. The customer can terminate the open-ended self-storage contract at any time at the end of the minimum term or an extended term, provided that all outstanding invoices have been settled and the placeBox is completely vacated by this time at the latest (cf. section 12).
- 5.3. If the open-ended self-storage contract is not terminated after the expiry of the minimum term or if the placeBox is not vacated in time, the contract is automatically extended by one further month or one further week, depending on the agreed minimum term (extended term).
- 5.4. Fixed-term self-storage contracts end upon expiry of the agreed contract duration. No ordinary termination is possible for fixed-term self-storage contracts. If the placeBox is not vacated in time by this date, the contract is automatically extended by one further month or one further week, depending on the agreed minimum term (extended term).
- 5.5. Extraordinary termination due to breach of contract is regulated in section 12. Should exceptionally an entire location or part of a location be closed, placeB can also terminate the contract before the expiry of

the minimum term or, in the case of fixed-term self-storage contracts, before the expiry of the contract, with a notice period of two (2) weeks. As a rule, an alternative location would be offered in such a case.

6. REMUNERATION & SECURITY DEPOSIT (CAUTION)

- 6.1. The placeBox is provided against remuneration. The amount of the remuneration to be paid by the customer in the specific contractual relationship as well as the payment modalities are determined upon conclusion of the Self-Storage contract.
- 6.2. placeB reserves the right to charge an early booking fee. This fee is non-refundable, unless the customer exercises their right of withdrawal within 7 days after the booking.
- 6.3. Unless otherwise agreed, the remuneration for a fixed-term Self-Storage contract is to be paid in full in advance for the entire contract term. The remuneration in an indefinite contractual relationship with or without a minimum term is usually due monthly in advance. In the event of late payment, the service offering can be immediately suspended or restricted (cf. Section 12); reminder fees may be charged. Claims may be transferred to a debt collection service provider.
- 6.4. Costs in case of default in payment: Processing fee (earliest after two written reminders after the invoice date, upon transfer to a debt collection service provider) according to www.fairpay.ch.
- 6.5. placeB is entitled to change the remuneration in the indefinite contractual relationship (after the expiry of any minimum term) at any time and without reason. The customer must be informed of this in writing and with a notice period of at least four (4) weeks before the change takes effect.
- 6.6. Upon conclusion of the contract, the customer may be charged a security deposit (caution) to placeB in the amount of at least one monthly fee. This can be adjusted accordingly if the monthly fee is increased. However, placeB reserves the right to demand a higher security deposit depending on the case. The security deposit is not interest-bearing and will be refunded to the customer no later than thirty (30) days after the end of the contractual relationship and the timely and proper return of the placeBox, but reduced by all outstanding claims of placeB against the customer under the contractual relationship. Offsetting or setting off or claiming the security deposit before the end of the contractual relationship is not possible for either placeB or the customer.

7. MEDIATION OF ADDITIONAL PRODUCTS

- 7.1. placeB may mediate the purchase of additional products such as moving materials, shelves, or similar items from selected third-party providers to customers.
- 7.2. The contract for such products is concluded exclusively between the customer and the respective third-party provider. placeB is not a party to such a contract. However, placeB may accept orders, process payments on behalf of the third-party provider, and coordinate order processing.
- 7.3. For the processing of the order and payment, placeB is entitled to process the personal data required for this, in particular name, contact details, invoice and delivery address as well as order information, and to pass them on to the respective third-party provider and its shipping and logistics partners, insofar as this is necessary for the execution of the order.
- 7.4. The respective third-party provider is exclusively responsible for delivery, product quality, warranty, returns, and other obligations arising from the contract. To the extent permitted by law, any liability of placeB for its own actions and omissions under such a contract or for services provided by the third-party provider is excluded.

8. LIABILITY OF PLACEB

- 8.1. placeB is only liable in the event of intent and gross negligence. Further liability is excluded to the extent permitted by law.

- 8.2. The items stored and brought in by the customer are not insured by placeB. The handling and storage of the items are at the customer's own risk.
- 8.3. Subject to Section 8.1, placeB disclaims all liability for damage, loss, or destruction of the customer's items (e.g., due to theft, robbery, fire, water, vandalism), regardless of whether they were in the placeBox, inside the building, or on the premises. In particular, placeB is not liable for damages caused to the customer's furniture by the effects of moisture, regardless of the nature, origin, duration, and extent of the effect.
- 8.4. The customer is solely responsible for granting access to their placeBox to third parties, and placeB is not liable for damage, robbery, loss, or theft of the customer's items that are related to such granting of access to third parties.
- 8.5. placeB is not liable if access to the premises or the placeBox is temporarily impossible, for example, due to a technical error or other circumstances for which placeB is not responsible. In particular, placeB is not liable for resulting damage and consequential damage in the event of a failure of the internet, electricity, water, or heating supply. The customer is not entitled to assert claims of any kind, in particular claims for damages or reduction of payment, against placeB due to the temporary interruption of the supply of water, electricity, etc., to the placeBox or the premises.

9. INSURANCE FOR THE STORED ITEMS

- 9.1. The customer is obliged to take out comprehensive insurance for the stored items and to maintain it throughout the entire storage period. This insurance must include, in particular, fire risks, explosions, water damage, robbery, theft, vandalism, and elemental damage in the amount of the replacement value of the stored items.
- 9.2. The following applies to the customer to fulfill their obligations in connection with the insurance:
- If placeB offers an insurance option, the customer is obliged to take out insurance coverage through placeB. placeB takes out insurance with a renowned insurance company for this purpose. Vehicles and items stored or parked in a parking space or parking lot are excluded from this insurance coverage. The respective general insurance terms and conditions are decisive; these will be provided to the customer upon request.
 - If placeB does not offer an insurance option, the customer is obliged to take out insurance at their own expense with an insurance company of their choice or to extend their existing insurance coverage to the items stored at placeB. In this case, the customer must provide proof of insurance coverage upon conclusion of the Self-Storage contract.
- 9.3. If insurance is taken out through placeB
- the customer informs placeB of the new value of the stored items;
 - the customer informs placeB if the new value of the stored items changes during the contract term;
 - the insurance is only liable for the insured new value and not for any difference between the insured new value and the actual loss and;
 - the insurance coverage loses its validity as soon as the customer is more than ten (10) days in arrears with the payment of the corresponding insurance amount, without a reminder being necessary.

10. WLAN TERMS OF USE

- 10.1. placeB provides the customer with wireless internet access (WLAN) at certain locations during their stay on placeB's premises. placeB is not obliged to guarantee the actual availability, suitability, or reliability of this internet access for any purpose, including volume-wise. placeB is entitled at any time to restrict the customer's access entirely, partially, or temporarily, or to exclude them entirely from further use. In

particular, placeB reserves the right to block access to certain pages or services via the WLAN at its own discretion and at any time.

- 10.2. placeB provides the customer with access data (login and password) for this purpose. placeB can change or limit this access data at any time. In this case, the customer can request new access data. The customer undertakes to keep their access data strictly confidential at all times.
- 10.3. The customer is aware that the WLAN only establishes the possibility of accessing the internet. placeB does not provide additional security measures (e.g., virus protection, firewall, etc.).
- 10.4. The data traffic established via the WLAN between the terminal device and the access point is encrypted using WPA2. This makes unauthorized eavesdropping over the radio link more difficult. However, a complete exclusion of misuse or viewing by third parties is not guaranteed.
- 10.5. The use of the WLAN is at the customer's own risk and danger. placeB assumes no liability for damage to the customer's terminal devices or data caused by the use of the WLAN.
- 10.6. The customer undertakes to comply with applicable law when using the WLAN. In particular, the customer will:
 - not unlawfully reproduce, distribute, or make publicly accessible copyrighted works;
 - not use the WLAN for retrieving or distributing immoral or illegal content;
 - observe applicable youth protection regulations;
 - not send or distribute degrading, defamatory, or threatening content;
 - not use the WLAN for sending spam and/or other forms of unauthorized advertising.
- 10.7. The customer is hereby informed that every use of the WLAN by placeB can be documented and archived with IP address, MAC address, date, and duration.

11. DATA PROTECTION

- 11.1. placeB undertakes to comply with the Swiss Data Protection Act and to process personal data only lawfully. Reference is made to the data protection declaration on the placeB website and it is expressly pointed out. By agreeing to these GTCs, the customer also declares that they have read and understood the data protection declaration.
- 11.2. The customer permits the monitoring of people in the building and in the placeBox by surveillance cameras. The customer explicitly agrees to the storage, retention, and evaluation of the data recorded by the surveillance cameras and access controls by placeB and the camera manufacturer. The camera manufacturer's privacy policy can be viewed here:
<https://docs.verkada.com/docs/Verkada-Privacy-Policy-de.pdf>
- 11.3. Telephone calls with placeB may be recorded for quality and training purposes. The customer will be informed of the recording at the beginning of the call and can object to it. The customer explicitly agrees to the storage, retention, and evaluation of the information recorded during the telephone calls by placeB.
- 11.4. A credit check can be carried out for both new and existing customers. Upon request, we will inform you which agencies we contact.
- 11.5. If placeB has to utilize or dispose of items in the event of a breach of contract (cf. Section 12) and finds that personal data (e.g., files, hard drives) are potentially affected, placeB will destroy them in compliance with data protection regulations as far as possible. placeB will not carry out any further examination or retention of personal data. To the extent permitted by law, any liability of placeB for this is excluded, and the customer shall indemnify placeB against all third-party claims in this context.

12. CONSEQUENCES OF BREACH OF CONTRACT

- 12.1. If the customer does not comply with the payment deadlines or the other conditions set out in the Self-Storage contract (including these GTCs):
- placeB has the right to refuse the defaulting customer access to the building and/or the placeBox and to withdraw the access authorization;
 - placeB has the right to store or dispose of the items at the customer's expense and risk at another location
 - placeB can terminate the Self-Storage contract with the defaulting customer with immediate effect without notice and immediately dispose of the stored items, provided that placeB has sent a written warning (by e-mail) to the defaulting customer and the defaulting customer has not complied with their payment or other obligations within a period of ten (10) days after receipt of this warning. In the event of a serious breach of contractual obligations by the customer, placeB has the right to terminate the Self-Storage contract immediately without notice or setting a grace period and to dispose of the stored items; and/or
 - the defaulting customer is liable to placeB for all damages caused by their breach of contract.
- 12.2. The customer is obliged to vacate the placeBox within 48 hours after receipt of the extraordinary termination and to return it clean and properly cleaned (according to Section 2.4 and 2.5).
- 12.3. placeB will also charge the customer a fee for the extraordinary termination of the contract. The amount of the termination fee is at least 50% of the monthly storage fee.
- 12.4. If the customer is fully or partially in default with due payments for more than four (4) weeks, placeB can set a reasonable grace period for payment in writing and threaten the clearing, utilization, or disposal of abandoned items. After the grace period has expired without use, placeB may clear the storage unit at the customer's expense and appropriately temporarily store or utilize abandoned items. Disposal is only permitted for items with a presumably low or no market value, for perishable or prohibited items, or in the event of immediate danger. The proceeds achieved are offset against placeB's outstanding claims, including the costs for clearing and utilization or disposal, and any exceeding amount can be reclaimed by the customer.
- 12.5. If the customer does not pick up abandoned items (e.g., items in the placeBox after regular termination of the contract or items in the building, transshipment area, or premises) despite a request (by email) within four (4) weeks, placeB is entitled to dispose of or utilize these items at its own discretion. placeB also has the right at any time to store the items at the customer's expense and risk at another location. The same applies if four (4) weeks have passed since the termination of the contract and the customer has not provided a deliverable address. The customer authorizes placeB to utilize abandoned items. Any proceeds must be paid out to the customer after deducting the costs. In the event of disposal or utilization, the customer must bear the costs.

13. MISCELLANEOUS

- 13.1. placeB reserves the right to adjust these GTCs for objective reasons, particularly in the event of changes in the legal situation, jurisprudence, market conditions, or business operations. The customer will be informed in writing of material detrimental changes before they come into effect. The new GTCs apply to the Self-Storage contract with the customer.
- 13.2. The customer is not permitted to sublet the placeBox entirely or partially, but they can allow use by third parties. The contractual responsibility remains with the customer.
- 13.3. An assignment of this Self-Storage contract requires the written consent of placeB. placeB may refuse consent without stating reasons.

- 13.4. The customer is obliged to immediately notify placeB in writing of any change of address, as well as a change in telephone number and e-mail address. Until this has been done, placeB is entitled to send correspondence legally validly to the last specified address/telephone number.
- 13.5. Should individual provisions of the Self-Storage contract (including these GTCs) be or become invalid, the remaining contractual provisions shall remain fully in force. The invalid provision will be replaced by a provision that comes closest to the will of the parties.
- 13.6. placeB is permitted to send notifications, including reminders and eviction notices, to the customer via the mobile phone number and/or e-mail address provided by the customer. Should placeB not be able to reach the customer due to an outdated mobile phone number or an outdated e-mail address, the customer is automatically considered contacted or informed.
- 13.7. In the event of contradictions between this German version, the French version (conditions générales) and the English version (General Terms and Conditions "GTCs"), only the German version shall be authoritative.

14. APPLICABLE LAW & JURISDICTION

- 14.1. The Self-Storage contract is governed by Swiss law, excluding the conflict of law provisions and the provisions of the UN Sales Convention (CISG).
- 14.2. The courts of the City of Zurich (District 5) have exclusive jurisdiction for all disputes in connection with this Self-Storage contract.
- 14.3. The place of performance and debt enforcement for customers residing abroad is also the registered office of placeB (Zurich, District 5) according to Art. 50 SchKG. placeB reserves the right to initiate legal action at the customer's place of residence or at any other competent court, both in Switzerland and abroad. If such a case exists, Swiss law shall also apply exclusively.

These General Terms and Conditions are an integral part of the Self-Storage contract.