



# Terms and Conditions

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, Sítio da Franqueada, Zona Industrial de Loulé, Parque Infante, Armazém A, 8100-302 Loulé Portugal, “we”, “us”), when entering into a storage space agreement (“Storage”) 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 you and us is established by you signing and approving the Agreement. It is important that you read the entire Agreement, including the Privacy Policy, which provides further information about the personal data we process, before you accept them. If you have any questions about the Agreement, you can contact our customer service, contact information can be found under section 16 below.

**1.3.** The Service (defined in section 2.1) includes insurance coverage against loss or damage to the goods that you store with us. The price for the insurance cover depends on the value of the goods you intend to store, see more in section 5 below.

**1.4.** You must be at least 18 years old (or have your parent’s / guardian’s legal representation) to rent Storage and enter into the Agreement.

## 2. The Service

**2.1.** By paying the Rental Fee (according to section 4) and the insurance fee for the goods you intend to store (according to section 5) and accepting the Agreement in its entirety, you get the right to store goods during the Rental Period in a specially specified Storage (“Service”). To access the Service, you 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 section 11 below). You then use the app as a key to open the Storage that you rent from us. You will find more information about the Service on our website, [www.securumstorage.com](http://www.securumstorage.com) (the “Website”).

**2.2.** In order to use the Service, you must 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 rent and the total value of the goods you intend to store with us.

**2.3.** You 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 section 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 Storage using wireless communication via Bluetooth. To access your User Account in the App, you must fill in the one-time



code that we send by SMS to you and then choose a new password. You must therefore have access to a mobile network. You are 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, you need to continuously update the App when updates are available and activate the following functions: Bluetooth and Allow location services.

**2.5.** You are responsible for ensuring that the information you provide when creating a User Account is complete, truthful and correct and that it is kept up to date. We have no obligation to check the accuracy of the information provided. Username and password must be secret and stored securely. You are responsible for all actions taken under your User Account. If your username or password is lost or stolen, or if you have reason to believe that your User Account has been unauthorised accessed, please change your password immediately and let us know.

We reserve the right to require you to pay a deposit before or after the conclusion of the Agreement. If you do not pay such a deposit, we 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 Rental Fee, insurance fee or other costs for which you are responsible.

## 3. Rental Period and Termination

**3.1.** The agreement takes effect after you have approved and signed it (“Agreement date”).

**3.2.** You must expressly indicate in the Contract the day of the beginning of the Lease Period (the “Start Day”).

**3.3.** You may terminate the Agreement at any time and continue to have access to the Service until the end of the Rental Period you have paid. The Lease 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 contract, 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. This means that, if you intend to terminate the contract and continue to access the Service, you must notify us with thirty (30) days notice regarding the intended term, or otherwise, the Rental Period will extend for successive periods of one month. We therefore do not refund any fee for any remaining Rental Period, but the termination means that you have the right to use the Service until the end of the Rental Period for which you 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 Rental Period, but always with the necessary advance notice so that there are no charges for additional lease periods.

**3.5.** We have the right to terminate the Agreement and terminate the Immediate Relocation Service if you:

**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 section 6 below;

**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 section 4 below;

**3.6.** Instead of terminating the Agreement, we have the right to suspend your access to the Service in the event of a breach of clause 3.5 above.

**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 rental fee (“Rental fee”) and a fee for your insurance coverage according to section 5 below (“Insurance fee”) are charged. The rental fee and the insurance fee are collectively referred to as the “Fees”. The Fees are charged in advance on a monthly basis. The size of the rental fee depends on which of our facilities you choose and the size of the storage space that you rent from us. The insurance fee depends on the estimated value of the goods that you intend to store in your storage. You 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 our website and you will receive a price information about your Fees before you enter into the Agreement.

**4.3.** Payment is made by making a transfer to our bank account or another partner specified in the payment instructions / invoice sent each month. The fees for the first Rental Period are charged directly on the Contract Day.

**4.4.** If the Agreement is not terminated by the 30th, the Fees for the upcoming Rental 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 you cancel the agreement according to section 3.3. If you have not paid the Fees for the current month within fifteen (15) days from the Due Date of the Fees, we have the right to immediately terminate the Agreement for eviction in accordance with clause 3.5 above.

**4.5.** In the event of late payment, you accept that you are obliged to pay a reminder fee of Euros 20 for a written payment reminder, debt collection claim and any repayment plan. We also reserve the right to charge interest in accordance with Portuguese Law.

### 5. Insurance Protection and Claims

**5.1.** For the goods that you store in the Warehouse, we have insurance cover against physical loss or damage during the Rental Period in accordance with the terms of Securum Self Storage’s insurance arrangement, which is essentially described in this section.

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



**5.3.** Your property is insured up to the value of the goods that you specify when you sign the contract and the insurance appendix, however, a maximum of Euros 25,000. The value you 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 you pay the Insurance Fee, you certify that the goods have the full fair value that you have stated. In the event of a change in the full fair value of the goods that you store with us, you are obliged to inform us of the changed value and pay an additional fee. The insurance cover applies from the time the goods are placed in the storage facility and when they are removed.

**5.4.** You must report damage as soon as possible when you have discovered a loss or damage and at the latest when you remove the goods in question from your Store. Claims are made by filling in a claim form which you pick up at our reception or which we can send to you via e-mail, whereby we will forward the matter to the claims adjuster at the Insurer as soon as possible. In the event that you have not stated the correct value for the goods stored, in the event of physical loss or damage covered by the insurance cover, you 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 Euros 250 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 storage units, you 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 store 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.).

**6.3.** You may not rent or lend the storage space to anyone else without our prior written consent. You may not allow anyone else to store goods in your Storage without our prior written consent. If you give anyone else access to the Store, you are responsible for everything he or she does. In any case, you are solely responsible for all goods in your Warehouse and certify that you own or have the right to dispose of the goods.

**6.4.** The storeroom is rented out in its existing condition. You do not have the right to intervene in or alter the storage space (e.g., paint, drill, set up shelves, carry out alterations or extensions). Goods stored in the Warehouse may weigh a maximum of 400 kg / sqm.

**6.5.** We may on one or more occasions during the Rental Period need to have access to the storage space for repair, inspection or maintenance work. In that case, we will notify you within a reasonable time before the planned action and time of the action. If you are unable or unwilling to attend the planned measures, we will document the measures in the manner we deem appropriate.



**6.6.** However, if there is an immediate threat of damage to life or health or damage to or destruction of property, we have the right to prepare for immediate access to the storage unit to prevent such damage or destruction. We will inform you 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 your or our notice, you are responsible for ensuring that your storage is emptied and cleaned at the end of the rental period.

**7.2.** At the end of the Rental Period, we have the right to prepare for access to the storage unit and you hereby expressly agree that we have the right to remove any leftover goods.

**7.3.** If you have not emptied and cleaned the storage unit at the end of the Rental Period, we have the right to clean and empty it at your expense. You are 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 you have infringed or changed the storage space in violation of the Agreement.

**7.4.** By accepting the Agreement, you accept that we have a lien on the goods you keep in the 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, we have the right, upon your 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 you. If possible, we will inform you in advance about how the goods will be realised.

**7.6.** If the Contract has been terminated (for any reason) and you, notified to that effect, do not proceed with the removal of the goods within three (3) months or, regardless of notification, within six (6) months from the end of the Rental Period, we will be in full possession of the stored goods and will acquire, within the term and legal terms, the property of them. By signing the Agreement, you expressly accept our lien on such goods that you keep in the Warehouse as security for payment of overdue Fees and / or costs for measures required in the event of a breach of the terms of this Agreement.

### 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. We cannot guarantee that the use of the service will be uninterrupted or error-free. The service and the storage facility 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, we will inform you about such planned interruptions but may, due the urgent nature of the work, need to do urgent work without first notifying you.





**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 our 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.** You 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. You 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. You may not attack the system through DoS or DDoS attacks, including not limited to congestion attacks. By violating any of the above, you may be guilty of a crime and we will report such violations to authorities. In the event of a breach of the above, your right to use the Service will terminate immediately, unless otherwise provided by mandatory law.

**8.4.** If we are prevented from fulfilling our obligations under the Agreement by circumstances beyond our 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 Rental Fee is fixed during the current Rental Period and we have the right to change the Rental Fee for the upcoming Rental Period by notifying this no later than 30 days before the change takes effect. If you do not accept the new Rental Fee, you can terminate the Agreement by notifying us no later than the 30th of the calendar month that falls before the change takes effect, see further on termination in section 3.3 above.

**9.2.** Fee changes are communicated to you via the contact information you provided when you signed the Agreement. You are then always entitled to terminate the Service and terminate this Agreement in accordance with clause 3.3 above.

**9.3.** We constantly strive to improve the Service and therefore reserve the right to update and improve the Service at any time. From time to time, we may need to make changes to the Agreement. You will be notified of any changes to the Agreement. Notification takes place at least thirty (30) days before these enter into force and you 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 you do not accept the changes. Changes are announced via the contact information you provided when you signed the Agreement. When you are notified of changes, we will also remind you of your 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. You 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 you. Through the Service, you are granted a non-exclusive, non-transferable, time-limited right to use the software. We (or, where applicable, our licensors or partners) retain ownership of all copies of the Software, even after the Software installed on your Mobile. We have the right to transfer this license or any part thereof to third parties. You 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 our 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 you in accordance with the license terms for the App (“End User Agreement”) which you must approve before downloading it. The end user agreement is a binding legal agreement between you and JANUS. You are obliged to observe and follow the End User Agreement when using the App. You understand that JANUS (and not Securum Self Storage) is responsible for the App’s functionality and availability.

**11.2.** You 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 section 10 above, you 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 your personal information when signing the Agreement and the Privacy Policy, you agree that we handle your personal information in accordance with the Privacy Policy.

[www.securumstorage.com/privacypolicy](http://www.securumstorage.com/privacypolicy)

## 13. Responsibility

**13.1.** You are responsible for damage to the storage facility's fixed furnishings (including walls, floors and ceilings) that arise during the Rental Period. It is therefore important that you inspect the storage space before you begin using it and report any damage to us. You are also responsible for damage caused by your goods to the facility or other customers' property.

**13.2.** We take no responsibility for the care, supervision or monitoring of the goods you store in the Warehouse. Under no circumstances are we responsible for direct or indirect damage to person or property caused by the goods you keep in the storage space.

**13.3.** We are 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 section 8 above.

**13.4.** We are 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

We 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.** You also have the right to apply to a general court.



## Terms and Conditions

### 16. Support and Contact

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, Sítio Franqueada, Zona Industrial Loulé, Parque Infante, Armazém A, 8100-302 Loulé Portugal

00351 289 246 888

[info@securumstorage.com](mailto:info@securumstorage.com)