

SPECIAL TERMS AND CONDITIONS

Status: February 2025

§ 1 GENERAL PROVISIONS

(1) With the philoro safe deposit box, a rental contract is concluded between philoro and the Customer (hereinafter referred to as the Renter), whereby these Special Terms and Conditions are an integral part of the rental contract.

(2) The conditions and prices of the rental are regulated in the 'Price List for Safe Deposit Boxes', which is also an integral part of the rental agreement.

§ 2 CONTRACT CONCLUSION

(1) The rental contract is concluded at the time of acceptance of the contract by philoro and is valid for an indefinite period.

(2) A safe deposit box can also be rented by several people together (hereinafter 'shared safe deposit box'). Changes to the rental contract, in particular the granting of power of attorney, can only be made jointly by all renters. If even one renter revokes the granted power of attorney, it shall expire. A power of attorney granted for a shared safe deposit box remains in force in the event of the death of one or more renters if the rental contract is continued with at least one renter. All renters of a shared safe deposit box are jointly and severally liable for obligations under the rental contract. Each renter is individually entitled to access.

(3) The rental price depends on the size of the safe deposit box and is set out in the 'Price List for Safe Deposit Boxes'.

(4) Subletting or re-letting of the safe deposit box by the renter is not permitted.

(5) The agreed rent for the next calendar year must be paid in advance by December 31 of the current calendar year.

(6) If the rental agreement is concluded during a calendar year, the rent for this calendar year is calculated on a prorated basis. Calendar months commenced are not included in this calculation (e.g., if the rental agreement is concluded on July 23, the months August to December are to be paid in advance for this current calendar year).

(7) The key and the Crypto Memory Card (CMC for short) are issued and training is provided at the Korneuburg branch.

§ 3 TERMINATION

(1) The rental contract can be terminated in writing by either party by November 30 of the respective calendar year (email fulfills the written form requirement). In this case, the contract ends on December 31st.

(2) philoro may terminate the rental contract with immediate effect if the renter has not paid the rent due after a reasonable grace period of at least 14 days or if facts or circumstances concerning the use of the safe deposit box in breach of contract become known.

(3) The renter must return the keys and the access card/s - Crypto Memory Card/s to philoro immediately after termination of the rental contract and leave the safe deposit box in a clean condition.

(4) If the renter fails to meet his obligations under § 3 (3), philoro is entitled, 14 days after a written request to the renter, to have the safe deposit box opened at the renter's expense and to replace the lock and the keys at the renter's expense.

§ 4 SAFE AND DEPOSIT BOX

(1) Access to the safe deposit box is generally possible every day without a time limit. However, in individual cases, access to the safe deposit box may be temporarily unavailable (e.g. due to maintenance).

(2) The renter is entitled to authorize persons who can dispose of the items stored in the safe deposit box. The power of attorney covers the

following legal transactions in connection with the 'philoro safe deposit box': Deposit in accordance with § 5 or removal of the items stored in the safe deposit box. Power of attorney does not entitle the holder to terminate or amend the contract or to grant sub-powers of attorney. To issue the power of attorney, the authorized person must prove their identity in advance by means of an official photo ID and provide their signature in the presence of the lessor and renter. The original power of attorney certified by a domestic notary is equivalent to this. The renter may revoke the granted power of attorney at any time in writing. The renter can also grant power of attorney that remains valid after their death. In this case, philoro is not obliged to check whether the principal is deceased. If the principal is known to be deceased and philoro has doubts about the validity of the power of attorney, philoro can make the exercise of the power of attorney dependent on the presentation of a court order or a certificate of inheritance or equivalent.

§ 5 SAFE DEPOSIT BOX CONTENTS

(1) The renter is responsible for ensuring that the contents stored in the safe deposit box do not exceed the weight limit specified in the 'Price List for Safe Deposit Boxes' and do not have any harmful effects on the environment, such as through moisture, bacteria, plant or animal pests, radiation and the like. In particular, it is prohibited to store flammable or otherwise dangerous, odor-producing objects or objects whose possession, use or safekeeping is prohibited by law.

(2) philoro is entitled, but not obliged, to request an inspection of the contents of the safe deposit box insofar as this is necessary to ensure compliance with the aforementioned provisions. If the renter does not comply with the request to inspect the safe deposit box within a reasonable period of time, philoro is entitled to have the safe deposit box opened.

(3) The total value of the items stored in the safe deposit box may not exceed the sum insured specified in the insurance cover.

(4) The renter(s) shall be jointly and severally liable for any damage resulting from use of the rental object in breach of the contract, even if they were unaware of the dangerous or harmful nature of the items stored.

§ 6 CHANGE OF CONDITIONS

(1) philoro is entitled to change the prices ('Price List for Safe Deposit Boxes') and these Special Terms and Conditions to a reasonable extent. For consumers, it applies that a change in prices ('Price List for Safe Deposit Boxes') may not exceed the extent of the change in the Consumer Price Index 2000 published by Statistik Austria, unless the customer explicitly objects.

(2) The customer will be informed by philoro of such a change in good time, but no later than 6 weeks before the change comes into effect. philoro will publish a comparison of the provisions affected by the change to the 'Special Terms and Conditions for philoro safe deposit boxes' or the 'Price List for Safe Deposit Boxes' and the complete version of the new 'Special Terms and Conditions for philoro safe deposit boxes' or the 'Price List for Safe Deposit Boxes' on its website (<https://philoro.at/service/schliessfach>) and make the comparison available to the customer upon request. If the customer is a business, it is sufficient for the change to be made available in a manner agreed upon with the business (if no such agreement exists, it will be made available on the philoro website) (no separate notification to the customer will be provided).

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(3) If the customer does not object to the change in writing at least two weeks before it takes effect, the customer's consent to the change is deemed to be granted.

§ 7 LIABILITY AND INSURANCE

(1) For each safe deposit box rented, philoro has taken out basic insurance with a coverage amount, the details of which are specified in the 'Price List for Safe Deposit Boxes'. The basic insurance covers the following types of damage: fire (including fire, lightning, explosion, implosion, smoke, soot, deflagration, supersonic bangs, collision or crash of aircraft—manned and unmanned—and their parts or cargo, collision of other vehicles, their parts, or cargo), storm/hail, burglary, vandalism during a burglary, robbery and extortion, as well as elemental hazards (flooding, including backflow, earthquakes, subsidence, landslides, snow pressure, avalanches, volcanic eruptions).

(2) philoro can offer the customer additional insurance coverage beyond the mentioned basic insurance (§ 7 no. 1) for a fee (special insurance coverage). Unless otherwise agreed in writing, the supplementary insurance covers the same risks as the basic insurance but with a higher coverage amount, depending on the agreement. The costs for the special insurance coverage are listed in the 'Price List for Safe Deposit Boxes' and must be paid along with the rental fee for the safe deposit box. If the special insurance coverage is taken out during a calendar year, the premium for that year will be calculated on a prorated basis. Partial months of the calendar year will not be charged (for example, if the special insurance coverage is taken out on July 23, the months from August to December will be paid in advance for that calendar year). The annual premium will be billed according to the payment terms of the rental contract (§2 (5)).

(3) philoro is only liable in cases of fault. In the case of slight negligence, liability is limited to the coverage amount of the basic insurance.

(4) Any damage to the stored items must be reported to philoro immediately by the renter.

(5) The renter is liable for any damage caused by the use of the rental object by persons authorized by them, as if it were their own fault.

§ 8 CORRESPONDENCE, CHANGES TO CONTRACT DATA

(1) Declarations and other legally significant statements must be made in writing by the customer. The requirement of written form is also fulfilled by email.

(2) If the customer has provided philoro with an electronic address (especially an email address), philoro is authorized to send all correspondence to this address, which will be legally valid.

(3) The customer must promptly inform philoro in writing of any important facts relevant to the business relationship, including any changes to their name or address.

(4) Written communications from philoro will be deemed to have been received by the customer in the normal course of mail if they were sent to the customer's most recently known address provided to philoro.

§ 9 PRIVACY POLICY

The customer voluntarily provides the personal data necessary for the fulfillment of the contract. However, the rental contract cannot be concluded if the customer does not provide their personal data. The requirement to collect and process personal data arises from the fulfillment of the rental contract in question.

§ 10 FINAL PROVISIONS

(1) This contract shall be governed by Austrian law, with the exclusion of Austrian International Private Law (IPRG) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) If the customer is a business, the Commercial Court of Vienna shall have exclusive jurisdiction for any legal disputes.

(3) The general jurisdiction for claims by or against a consumer at the time of contract conclusion with philoro in Austria remains applicable, even if the consumer relocates their residence abroad after the contract is concluded, and Austrian court decisions are enforceable in that country.