

TERMS AND CONDITIONS OF ACCESS TO SELF-SERVICE LUGGAGE LOCKERS

Art. 1

EURO INWEST - BIS Sp. z o. o. provides Self-Service Luggage Lockers, hereinafter referred to as the Locker or the Lockers, for the purposes of short-term storage of items indicated in Art. 3 hereof.

Art. 2

1. People intending to use the Lockers must read these Terms and Conditions before use.
2. Using the Lockers shall be equivalent to accepting these Terms and Conditions.

Art. 3

The Lockers will be used to store luggage or other items except those described in Art. 4 of these Terms and Conditions.

Art. 4

The Lockers must not be used to store:

- a) people,
- b) live animals,
- c) dead animals if not prepared in a manner preventing decay as well as items at a risk of decaying,
- d) valuable items, and in particular:
 - cash,
 - securities and other documents,
 - valuables including jewellery and its surrogates (gemstones, pearls, precious metals - both raw and processed),
 - furs and other products from animal skins,
- e) electronic equipment, and in particular:
 - PCs,
 - video cameras,
 - mobile phones,
- f) items prohibited by law,
- g) items that are flammable, explosive or can pose other threats to third parties.

Art. 5

1. The basic period of storing the items in the Lockers is **24 hours** or another period agreed individually for the specific location of the Lockers with regard to its specific features.
2. The maximum single term of storage can be **72 hours**, except when the specific location of the Lockers requires that the maximum term of storage should be longer or shorter.
3. The term of storage begins when the stored item is placed in the Locker, the relevant payment is made and the Locker is locked up.
4. The term of storage ends when the Locker is unlocked subject to Art. 6 par. 1 of these Terms and Conditions.

Art. 6

1. For up to 3 minutes after the Locker is locked up, it can be unlocked with no necessity to make another payment for storage.
2. When you unlock the Locker **3 minutes** after it is locked up, the term of storage ends according to Art. 5 par. 3 of these Terms and Conditions. In this situation the payment for storage must be made again to ensure that the Locker is locked up effectively.

Art. 7

1. The possibility to use the Lockers depends on making the payment for storage.
2. The Locker that is ready to use is open, it has a key in the lock and the price is displayed on the LED display.
3. The amount of payment for storage is indicated in the price list displayed on the Lockers.

4. Payments for storage are made according to the following rules:

a) for the first commenced basic term of storage - in advance and in full even if the term of storage is shorter than agreed according to Art. 5 par. 1 of these Terms and Conditions, payable after the stored item is placed in the Locker, whereas the payment is the condition for effective locking of the Locker,

b) for every commenced basic term of storage - at the amount indicated on the display mounted in the Locker, payable upon collection of the stored item from the Locker, whereas the Locker can be unlocked and the stored item can be collected when the payment is made.

Art. 8

1. The loss of the key to the Locker is connected with the user's obligation to pay **PLN 70,00** (in words: seventy zlotys).

2. The amount referred to above is allocated to coverage of the costs connected with the unlocking of the Locker and making a new key.

Art. 9

1. If the stored item is not collected before the end of the maximum term of storage of **72 hours**, agreed according to Art. 5 par. 2 hereof, it is necessary to contact the service engineer whose contact information is provided on the Lockers.

2. If you do not contact the service engineer within the aforementioned term, the Locker will be unlocked and emptied from the stored items which will be transported - according to the schedule of transportation of stored items, however, not later than within one month from the unlocking and emptying of the Locker - to the Lockers Service Office in Jaworzno 43-600, ul. Grunwaldzka 200 B.

3. EURO INWEST - BIS Sp. z o. o. shall store the items brought to the Lockers Service Office for 3 months from the date of unlocking and emptying of the Locker - subject to par. 4.

4. If the stored items cannot or should not be stored in the period mentioned in par. 3 with regard to their properties (e.g. food), they can be disposed of immediately or prior to the expiration of the above-mentioned period of 3 months.

Art. 10

Stored items brought to the Lockers Service Office, in the situation referred to in Art. 9 par. 2 of these Terms and Conditions can be collected provided that:

a) information is provided to facilitate individual identification of stored items and verify the correct identity of the person intending to collect the stored items,

b) payment is made for storing the stored item after the Locker is unlocked and emptied - the amount of the payment is an iteration of the lowest payment for storage indicated in the price list applicable on the day of commencement of the term of storage, for every commenced 24 hours of storage,

c) an additional payment of **PLN 20,00** (in words: twenty zlotys) is made for unlocking and emptying the Locker and transporting the stored items to the Lockers Service Office,

d) the amount referred to in Art. 8 par. 1 of these Terms and Conditions is paid in case of losing the key to the Locker,

e) the costs, if any, of sending the stored item to the addressee (courier mail or railway parcels service) if he/she fails to collect the item in person.

Art. 11

1. Stored items not collected within the term indicated in Art. 9 par. 3 hereof, will be deemed abandoned items and will be disposed of subject to par. 4.

2. The stored items can be disposed of by:

- selling them,
- handing them over to the adequate entity free of charge,
- destroying them.

3. The method of disposal will be selected by the authorised parties taking into account the properties of the stored item. If the stored item is disposed of by selling, the proceeds will be in the first place allocated towards coverage of the costs of storage referred to in Art. 10 par. b), c), d) of these Terms and Conditions, while the remaining balance will be spent on charities.

4. Documents left in the Locker and not collected within the term indicated in Art. 9 par. 3 hereof will be sent to the person (at his/her cost and expense) whose identity can be established unless it is impossible to establish the identity and residence address of such a person.

Art. 12

1. EURO INWEST - BIS Sp. z o. o. shall not be liable for any damage to the stored item if it was placed in the Locker contrary to the rules described herein, and in particular in violation of bans described in Art 4 of these Terms and Conditions.

2. If the user of the Locker or the stored item placed by the user in the Locker in any way damages the property of EURO INWEST - BIS Sp. z o. o., EURO INWEST - BIS Sp. z o. o. will claim general indemnification.

Art. 13

1. These Terms and Conditions will be displayed in public on the Lockers in Polish and English.

2. If these Terms and Conditions are made public as indicated in par. 2, it is deemed that the a draft of the agreement referred to in Art. 384 of the Civil Code has been submitted to the other party.

Art. 14

In matters not regulated by these Terms and Conditions, relevant provisions of the Civil Code shall be applicable.

Art. 15

Any complaints should be reported to the address, e-mail or fax number of the company indicated below.

Art. 16

The fee for unfounded service requests is **PLN 20,00** (in words: twenty Polish zlotys).

Art. 17

These Terms and Conditions become effective upon publication.

PERSONAL DATA PROTECTION

In order to collect the stored item after the maximum term of storage, in case of failure of the Locker, complaint, losing the key or in other circumstances in which the help of a service engineer is required, the user of the Locker agrees to provide his/her personal data for the purposes of verifying the circumstances determined in Art. 10 par. 1. If the user refuses to consent, the above-mentioned cases/ requests cannot be processed.

Personal data will be processed only for the purposes of processing a service request or complaint. The data will not be made available to third parties other than service engineers and complaint coordinators.

Using the Lockers will be deemed equivalent to consent to processing personal data for the above-described purposes and to the above-mentioned extent.

The data will be processed until the claims, including complaints, related to the use of the Lockers expire.

The controller of personal data is Euro Inwest - Bis Sp. z o.o.

Service phone number

The Lockers are monitored.

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