



## TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 In these Terms and "Conditions", the following definitions apply:
- Lease Agreement:** These conditions, the application form and the price list.
  - Locker:** The safe deposit locker hired by the lessee pursuant to this agreement as identified in the application form.
  - Lessee:** Any natural person or body corporate or other entity identified as the lessee in the application form.
  - Deposit:** A sum of money paid at the start of the term, refundable as set out in these conditions, the amount of which is set out in the application form.
  - Rent:** The rent charged by us for the lease of the locker as set out in this agreement.
  - Nominee:** A person nominated by you to have access to the locker.
  - Notice:** Written communication by either us or you served in accordance with these conditions.
  - Price List:** A list of rent and other charges payable in respect of the locker and additional services (as amended from time to time).
  - Privacy Policy:** Privacy policy of the Company available on the website of the Company.
  - Start Date:** The start date as stated in the application form.
  - Term:** The initial period of 12 months or such additional period as set out in the application form, commencing on the start date, as extended from time to time in accordance with this agreement.
  - 'We', 'Us', 'Our', 'The Company':** SAFEHAVEN TREASURY SERVICES PRIVATE LIMITED.
  - 'You', 'Your':** The lessee named in the application form.
- 1.2 These Conditions, together with the application form, Privacy policy and Price List, form the Lease Agreement under which We agree to provide You the use of the Locker for the Term.
- 1.3 These Conditions shall apply to the Lease Agreement and will govern the entire relationship between Us and You throughout the Term.
- 1.4 The formation of the Lease Agreement is conditional on You providing Us with such evidence of identity as We may require, Our acceptance of the information provided by You in the application form and the payment by You of the Rent and Deposit. You may not open a Locker in the name of or on behalf of any third party.
- 1.5 If there are any changes in the information provided by You in the application form, You must notify Us promptly so that We can update Our records.
- 1.6 Subject to Our being provided with any additional information as We shall require, You may have a joint account holder (who would hold equal rights of access to the locker as the primary account holder) per Locker as specified in application form and registered with Us, You may also nominate a person in the application Form or at a later date by visiting Our premises with the person You wish to nominate and that person ('Nominee') shall be granted rights of access to the Locker and be given the liberty to withdraw/ take delivery of/ remove the contents of the Locker after the death or disability of the primary and joint account holder of the Locker.
- 1.7 You may only appoint one Nominee at any time and You may remove such Nominee by Notice to Us signed by the Lessee named in the Application Form.

### 2 RENTAL, DEPOSIT AND CHARGES

- 2.1 The Deposit must be paid by You on or before the Start Date. Subject to the provisions of these Conditions, the Deposit is refundable upon termination or expiry of the Lease Agreement, provided You return intact to Us the key for the Locker and all debts owed to Us under this Lease Agreement have been paid in full.
- 2.2 The Rent for the first twelve (12) months of the Term shall be as set out in the application form. The Rent for the first twelve (12) months of the Term must be paid at the same time as the Deposit in cleared funds.
- 2.3 All other charges that may be payable by You at any time, whether in relation to additional services or any other charges which You may from time to time incur, are as set out in Our Price List from time to time. We reserve the right to amend the Price List from time to time and without Notice.
- 2.4 If the Term is in excess of twelve (12) months or is extended for further period of twelve (12) months, the Rent for each additional twelve (12) month period will be the Rent then current in the Price List. A copy of the Price List current from time to time is available from Our office or on Our website. For each twelve (12) month period after the initial twelve (12) month period of the Term, We will invoice You in advance for the charge due for such twelve (12) month period. You must pay such sum or give Us written notice of Your intention to terminate this Lease Agreement with immediate effect within fourteen (14) days of Your receipt of such invoice. Such notice shall be accompanied with handover of Locker key after collecting all items remaining in the Locker.
- 2.5 The rent paid in advance is exempt of 12 weeks period as part of scheme/ offer provided by Us. No escalation should be applied as per current Price list.
- 2.6 All payments may be made by cash, credit, debit or online transfer. We will not treat any amount as paid until We are in receipt of cleared funds for the total amount owed. We will issue You with an invoice detailing the lease of the Locker and all related services agreed and the amount due to Us.
- 2.7 All Our prices and charges are quoted in Indian Rupees, and unless otherwise stated, are exclusive of applicable taxes at the prevailing rate and where applicable.

### 3 LATE PAYMENT, NON PAYMENT AND INTEREST

- 3.1 Rent and all other charges and/or other payments due under this Lease Agreement are to be paid within the time period stated in this Lease Agreement, these Conditions and/ or the Price List (as the case may be) ("Due Date").
- 3.2 If You fail to pay any sums due to Us at any time by the Due Date, interest shall be charged by Us on the outstanding amount at the rate of 18% p.a. from time to time and from the date the payment became due until the outstanding sums are paid in full, both before as well as after any judgment. Our right to interest is without prejudice to any other rights We might have in relation to late payment.

### 4 SUSPENSION OF THE LEASE AND SERVICES

- 4.1 In the event of non-payment by the Due Date for payment of the Rent or any other charges, We reserve the right to suspend the lease of the Locker without further Notice.
- 4.2 Pursuant to paragraph 4.1 above:
- We will not allow You access to the Locker ; and
  - All Our liability to You in respect of the contents of the Locker shall cease, until such time as all outstanding amounts shall have been paid to Us in full together with interest.

### 5 RELEASE AND DISPOSAL

- 5.1 Notwithstanding the regular payment of Rent, in the event that You have not accessed the Locker for a period of 1 year, We shall send You Notice to either operate or surrender the Locker within a period of 30 (thirty) days. In the event that you fail to operate the Locker within the said period of (30) thirty days, we shall be entitled to break open the Locker and keep the contents of the Locker in a sealed cover in the presence of independent witnesses as designated by us, whose signature of an inventory of the content of the locker shall be conclusive evidence.
- 5.2 In the event that We have not received payment of all amounts due and owing to Us by the expiry of a period (90) ninety days following the due date on which the first amount outstanding became due under the relevant Lease Agreement, We shall be entitled to, having given You not less than (30) thirty days Notice of Our intention to do so, immediately terminate the Lease Agreement (termination date) and We shall be released from all further obligations to You.
- 5.3 Following termination of the Lease Agreement pursuant to paragraph 5.2, and in the event that You have not cleared Your debt outstanding and due to Us within (60) sixty days of the termination date, we shall be entitled to break open the Locker and keep the contents of the Locker in a sealed cover in the presence of independent witnesses as designated by us, whose signature of an inventory of the content of the locker shall be conclusive evidence.
- 5.4 In the event that You or Your Nominee or Your representatives do not claim the contents of the sealed cover within a period of (3) three years from the date of breaking open the Locker, We shall be entitled to sell the contents by way of a public auction and You hereby unconditionally agree and authorize such an auction. We shall be entitled to appropriate net sale proceeds (after meeting expenses for sale) towards Rent and other outstanding dues of locker and expenses incurred by Us in breaking open the Locker.
- 5.5 Please note that the aforesaid provisions are for the safety of the branch, its employees and other lessees. In the event that You will not be accessing the Locker for long periods of time (in excess of (1) one year) for genuine reasons such as You are a non- resident Indian or You are currently out of town due to a transferable job, please inform Us of the same in writing and We may consider waiving the aforesaid provisions for You at Our discretion on a case to case basis.

### 6 LOCKER KEY

- 6.1 There are a total of two keys made for each Locker. Upon receipt of the Deposit, We will issue one of the keys to the Lessee, the other is the custodian key that is secured at the facility. We cannot access the safe deposit Locker once the keys have been released to You without breaking open the Locker.
- 6.2 You may opt for a third lock and key access for Your Locker so as to maximize personalization of security to Your locker. This single key will be handed over to the Lessee and no key of that third lock will be retained at the facility. This service is provided by the manufacturer to You at an additional cost.
- 6.3 You are responsible for the safekeeping of these key(s) at all times. You are not entitled to make or have made any copy of the key/s or permit any other person to do so. You agree to indemnify Us and hold Us harmless for any breach of this condition either by You, any Nominee or any other person.
- 6.4 All keys remain Our property at all times.
- 6.5 If any of the key(s) are mislaid or lost, You must notify Us immediately in writing. In these circumstances We will replace the lock to the Locker and provide You with new key(s) to the replacement lock subject to You having paid all sums due to Us for the relevant costs as set out in the Price List. You will have to be present at the time of replacement of the lock and key(s) by the authorized service provider at Our facility, this is to ensure security and safety of Your Locker and the valuables.

### 7 REGISTRATION OF BIOMETRICS AND FACE ID

- 7.1 When You apply for a Locker with Us, You i.e. the primary account holder and joint holder will be registered with their respective biometrics and face IDs so that the access is restricted to the registered biometrics and face recognitions of the primary holder and joint holder for the respective Locker(s) only.
- 7.2 We require You to register the biometrics and face ID which will be used to identify and verify access at the vault door. You will be granted access to the Locker only once the biometric and face recognition access matches the registered biometrics and face IDs.

### 8 CONTENTS OF THE LOCKER

- 8.1 You acknowledge that We are not aware of the contents of the Locker and have no knowledge as to the purpose of the storage or the use to which the contents of the Locker may be put at any time.
- 8.2 The Locker is designed to store papers, valuables and other items of a similar nature for lawful purposes only. By entering into this Lease Agreement, You agree that You will not store or allow any other person to store anything that is illegal, offensive, immoral, obscene, indecent, defamatory, slanderous, libelous, noxious, poisonous, corrosive, inflammable, explosive or unstable, nor any guns, knives, firearms, ammunition, chemicals, drugs, plants or plant materials, nor any living organism or any other substance or material which may be the subject of any ban, embargo or import restriction, nor any proceeds of prostitution or drug trafficking or the proceeds of any other crime, nor anything which is otherwise unlawful or which has or may be used in any act of terrorism or which will or may cause any harm whatsoever to any person, premises or place, including (without limitation) the Locker or Our premises, employees, agents, contractors, customers or visitors.
- 8.3 You agree to fully indemnify Us (which means You must fully compensate Us for) and pay Us for all costs, charges, expenses, claims or damages that We incur or which are made against Us in the event of any breach by You of this Condition 8.2 in respect of any harm, damage or loss that We or any of Our employees, agents, Lessees, contractors, customers or visitors to Our premises suffer.

### 9 ACCESS

- 9.1 We will inform You of the procedures which You must follow to access the Locker at the time You open Your account with Us or on the occasion of Your first visit. Your access to the Locker is subject to the Lease Agreement and these conditions.
- 9.2 Access to the Locker will be available during Our standard opening hours and will be available only to the customer or joint holder upon production of the key, and the access is dependent on the verification of the registered biometrics and face recognition ID. During extraordinary contingencies like riots, war, fire, natural disaster etc., We reserve the right to close the branch for such a period

of time that We may in our discretion find necessary or make changes to the time of opening and closing of the branch without any prior Notice.

- 9.3 No access will be permitted to the Locker if Rent or any other sums are outstanding to Us at such time.
- 9.4 You will comply with Our reasonable instructions when on Our premises and will not do anything that may affect the rights of Our other Lessees or cause damage or loss to such premises or the property of any third party.
- 9.5 We reserve the right in Our sole discretion to refuse You and/Your joint holder/Your Nominee access to the Locker pursuant to any lawful instructions, notices, orders or communications which We may receive from any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over You and/or Us ("Lawful Authorities").
- 9.6 We also reserve the right in Our sole discretion to allow access to the Locker (including breaking open the Locker) as We may be directed to do so by any such lawful authorities. We are not required to notify You in such circumstances. We will at all times adhere to the search and cease orders issued by lawful authorities in respect of operations of the Locker. We will not be liable for any loss or damage cause to You or the contents of the Locker as a result of Our adherence to or compliance with any instructions, orders, notifications, communications of any nature issued by lawful authorities.
- 9.7 After You have accessed the Locker, You are solely responsible for re-locking the Locker. We will not accept liability or responsibility for any loss or damage whatsoever sustained to articles left behind outside the Locker, in an unlocked Locker or any other part of the premises of the branch.
- 9.8 In the event of any breach by You of any of Your obligation under this Lease Agreement and/or the Terms and Conditions of the Lease Agreement, which include but is not limited to items such as payments, costs, charges or expenses and any interest that would have incurred, We would have a right to withhold access to You to Your Locker. The procedures under paragraphs 3, 4 and 5 (singularly or collectively) would apply until such time as the breaches have been remedied to Our reasonable satisfaction and We have recovered any loss or damage suffered by Us as and all debt owed to Us is fully discharged by You.

## 10 COMMENCEMENT, DURATION AND RENEWAL

- 10.1 This Lease Agreement will commence on the Start Date and will continue and, unless You give Us Notice to renew or extend the Lease Agreement, it shall expire at the end of the Term unless terminated earlier.
- 10.2 You may terminate this Agreement at any time by (14) fourteen days prior notice in writing to Us, subject always to returning key relating to the Locker and collecting all items remaining in the Locker. We will refund to You the Deposit, less any deductions which We are entitled to make in accordance with these Conditions, but will be liable to refund the Rent for the unexpired Term.

## 11 TERMINATION

- 11.1 Subject to paragraph 10.1, the Lease Agreement will expire automatically at the end of the Lease Agreement Term which would be a minimum period of (12) twelve months.
- 11.2 We may agree to an early termination request from You, whereupon, We would require You to return to Us all the keys. You would also be required to confirm that You have removed the contents of the Locker. Any debts owed to Us must be discharged at such time. The Deposit amount would be returned to You within (30) thirty days of Our acceptance of Your termination request, subject to deductions of any amount owed to Us. In such event, We will not be liable to You for refund of the Rent in respect of the Locker for any residual period.
- 11.3 We may terminate the Lease Agreement:
- With immediate effect, by way of written Notice to You in the event that We become aware of or reasonably suspect any breach of the terms of paragraph 8, or the provisions of any other paragraph(s) within the terms of this agreement.
  - In the event of a material breach by You of any of Our Terms which has not been remedied by You within (30) thirty days of Our Notice to You in writing specifying the nature of the breach and the remedy required.
  - In the event You are unable to pay Your dues by the Due Date and the Company suspends the lease of the Locker under paragraph 4.
  - We may terminate the Lease Agreement immediately in the event that a petition in bankruptcy is presented against You or You are declared bankrupt or similar proceedings are taken in respect of a business or corporate body.
  - In accordance with paragraph 5.

## 12 EXIT PROCEDURE

- 12.1 At the end of the Term:
- All outstanding debts due to Us and remaining outstanding, must be paid immediately.
  - You must immediately remove all contents from the Locker.
  - You shall immediately deliver to Us at Our premises, by hand, key(s) relating to the Locker in Your possession or control.
- 12.2 In the event that, We do not receive the key(s) and/or You do not remove all the contents of the Locker;
- You shall be liable for and shall pay to Us on demand all relevant charges set out in Our Price List under additional charges, together with all costs and expenses which We may reasonably incur.
  - You will also continue to be liable for the applicable Rent in respect of the Locker, current at time of the event, as though the period of hire of the Locker was renewed for a further minimum Lease Agreement Term.
  - If the above requirements have not been met by You following a period of (60) sixty days after the end of the Term, We shall be entitled to take all the steps detailed in paragraph 5.
- 12.3 Expiry of the Lease Agreement Term or termination of the Lease Agreement for any reason, will not affect any of the provisions in Our Terms and Conditions, which are intended to survive expiry or termination of the Lease Agreement.

## 13 LIMITATION OF LIABILITY

The responsibility of the Company for any loss or damage to the contents of the Locker during the Term shall be limited to the loss or damage caused by the Company's gross negligence. Company shall not be liable for any damage caused to the contents of the Locker by flood, fire, water damage, earthquake or any other natural disaster, terrorist act, force majeure, acts of God, riot, criminal actors, or any other cause beyond the reasonable control of the Company.

## 14 SUCCESSION

- 14.1 Death or mental capacity of Lessee (Personal Account);  
If You are a private individual and You die or become mentally incapable during the Term, We shall allow Your personal representatives or lawfully appointed attorney to open the Locker, or shall open the Locker for Your personal representatives or attorney provided that such persons produce to Us on demand a valid appointment as attorney, grant of probate or letters of administration appointing such person as the executors or administrators of Your estate, and such persons produce to Us, on demand, a death certificate & evidence of their identity and enter into an indemnity in Our favour in a form satisfactory to Us.
- 14.2 Company sale or insolvency (Corporate Account);  
If You are a corporate customer and Your company undergoes a change of control or You are unable to meet Your debts as they fall due within the meaning of the Companies Act, 2013, or a petition is filed, notice is given, a resolution is passed, or an order is made, for or in connection with Your administration or winding up (other than for the purpose of a scheme of solvent amalgamation or solvent reconstruction), We shall allow Your attorney to open the Locker or shall open the Locker for such persons provided that they produce to Us, on demand, either a valid copy of the agreement selling to them the contents of the Locker or a valid copy of their appointment as Your attorney, and such persons produce to Us on demand evidence of their identity and enter into an indemnity in Our favour in a form satisfactory to Us.

## 15 YOUR DETAILS

- 15.1 It is Your responsibility to ensure that the details You provide Us are current and correct at all times and to notify Us, in writing, of any changes.
- 15.2 Any instructions to change details relating to and affecting any Nominee should be given by the primary holder in writing. Instructions from Nominee will not be accepted or acted upon.

## 16 PRIVACY POLICY

You hereby acknowledge that you have read and understood the terms of the Privacy Policy and agree to at all times be subject to the Privacy Policy.

## 17 CONFIDENTIALITY

We treat all information which You supply to Us at any time in confidence. We will not disclose any such information to any other person save as authorized by You or as otherwise provided in these Conditions. We shall take all proper and reasonable steps to maintain the confidentiality of such information during the Term. We are not responsible for the disclosure, loss or theft of any such information or any documentation or materials containing any such information where the subject matter was at that time already in the public domain.

## 18 NOTICE

Any Notice required to be given under this Lease Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class post, recorded delivery or by commercial courier to the other party, to the latest postal address held by Us in the Lease Agreement. Any changes to these details should be sent to Us in writing. We may require verification of such change(s).

## 19 GENERAL

- 19.1 Please be aware that You and the joint holder, named on the Lease Agreement are parties to the Lease Agreement and are jointly and severally liable in respect of all the obligations arising under this Lease Agreement. This means that all authorized users of Our facilities and services, are responsible for the performance of all the obligations under the Lease Agreement and all similarly, jointly and severally liable in the event of any breach of the terms.
- 19.2 You acknowledge that Your rights with regard to the Locker are those of a lessee and nothing in these Conditions grants You any right to ownership in the Locker or the premises in which it is stored or otherwise kept. You must neither assign, sublet nor transfer any interest in the locker or any part of it.
- 19.3 If a court or any other competent authority finds that any provision of this Lease Agreement and/or these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Lease Agreement and/or these Conditions shall not be affected.
- 19.4 We do not use linking or framing on Our website and We are not responsible for the content, policies or services of any other persons or sites linked to or accessible via Our website. Use of Our website is subject to the Terms & Conditions of the website as updated from time to time. Any communication from Us to You via email will only be made from an authorized SafeHaven (@thelockercompany.in) email address. If You receive an email from an email address carrying any other domain, please inform Us in writing immediately and do not respond to such an email.
- 19.5 We make every effort to ensure that the information provided in Our documents, notices, Price Lists and other information published by Us from time to time, including on Our website is as accurate as possible. We may need to or require changing or update any of this information from time to time. Any changes so made will be notified to You in writing. We will also post any updates to any such change on Our website. Any changes to Our Terms and Conditions will be notified to each client directly.

## 20 LAW AND JURISDICTION

This Lease Agreement and these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Indian law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of Hyderabad, India.