



1. Definitions

"Agreement" means the License Agreement signed by the Client including the Terms.

"AED" means the currency of the United Arab Emirates in Dirhams.

"Terms" means this Safety Deposit Vault Terms and Conditions that may be amended from time to time.

"Business Hours" 9AM to 9PM during any day where Banks are open for business in the United Arab Emirates.

"Charges" means any fee or charge associated with the rent of the Safe Deposit Vault.

"Client Information" means any Client information identifying the client.

"Electronic Means" includes communications sent by email.

"Fees" means the fee for the rental of the Safe Deposit Vault during the Term as defined in the Agreement.

"KeepSecure" means Keep Secure Safety Deposit Vaults Rental LLC.

"Keys" shall mean access code, biometrics, or any specific means through which the Client can access their Safety Deposit Vault.

"Term" means period of the Agreement as defined in the Agreement.

"VAT" means the value added tax as imposed by the Federal Decree-Law No. (8) of 2017 Executive Regulations of the UAE.

Words in this Agreement that are in the singular include the Plural and vice versa unless the context requires otherwise.

2. Payment

2.1 The Client shall pay Keep Secure upon conclusion of the Agreement as a prepayment either in cash or by money transfer in one amount for the entire period of the Agreement the Fee amounting to. The Client shall be liable for the payment of VAT.

2.2 All other charges that may be payable by the Client at any time, whether in relation to additional services, or any other charges which the Client may incur from time to time shall be payable on demand.

2.3 All Payments must be made in cash, cheque, credit, visa or debit card. Keep Secure will not treat any amount due as paid until Keep Secure is in receipt of cleared funds of the total amount owed.

2.4 Once Keep Secure receives payment of the Fee covering the Term, it shall deliver to the Client a set of Keys that will grant the Client access to their Safety Deposit Vault.

3. Late Payment, Non-Payment & Penalties

3.1 All Fees and/or monies due under the Agreement and/or the Terms are to be paid within the time period stated in the Agreement or invoice, as the case may be ("**Due Date**").

3.2 If the Client fails to pay any sums due to Keep Secure at any time by the Due Date, Keep Secure shall have the right to charge a penalty of AED 200/per day of delay, from the Due Date until the date of actual payment.

3.3 In the event of non-payment by the Due-Date of payment for the Fee or any of Keep Secure's charges applicable from time to time, Keep Secure reserves the right to immediately suspend the services.

4. Relocate

4.1 Keep Secure has the right to relocate or substitute the Safety Deposit Vault during the Term, provided it gives the Client three (3) day notice of such relocation.

5. Access

5.1 Keep Secure will inform the Client of the procedures that must be followed to access the Vault at the time of signing of this Agreement.

5.2 The Client's access to the Vault is subject to the Agreement and Keep Secure's terms and conditions which are published on Keep Secure's website.

5.3 Access to the Safety Deposit Vault will only be granted to the Client, their appointed attorneys and legal representative ("**Authorised Person**").

5.4 The Authorised Person shall have access to the Safety Deposit Vault at any time during Business hours, under terms and conditions as may be prescribed to the Client.

5.5 Keep Secure may in its absolute discretion, close the vaults at any time and without notice or liability in the event of any emergency.

5.6 Keep Secure may refuse access/change the Keys if it is prohibited by law.

5.7 Keep Secure may grant access to the Client's Legal Representative(s) in the event of the Client's insolvency, bankruptcy, incompetency or other legal incapacity or death.

5.8 The Legal Representative will only have access to the Safety Deposit Vault, if accompanied by one of Keep Secure's attendants.

5.9 The Safety Deposit Vault, or its contents, will not be examined at any place other than in the space provided by Keep Secure for that purpose.

5.10 Before giving a Legal Representative access, Keep Secure, may, in its absolute discretion require evidence acceptable to it to validate the identity of the Legal Representative, and the authorisation granted to them.

5.11 Keep Secure will have the absolute discretion to refuse any person access to the Safe Deposit Vault if it considers that the person seeking access does not possess the proper authority to do so.

5.12 The Access times for the Safety Deposit Vault are only during Business Hours which may be varied from time to time as per Keep Secure's full discretion.

6. Keys

6.1 The Client will be issued with a unique key granting them access to their Safety Deposit Vault ("**Key**").

6.2 The Client shall be responsible for the safe-keeping of the Key at all times.

6.3 The Key remains the property of Keep Secure at all times.

6.4 The Client should notify Keep Secure in writing immediately in the event the Key is misplaced or lost. Keep Secure, will engage the services of a locksmith to access the Safety Deposit Vault, and issue a replacement key at the fixed rate of AED 1,000/-- payable by the Client.

7. Assignment/ Sub-License

7.1 License: The rental will not confer the Client any interest other than a license to use the Safety Deposit Vault during the Term.

7.2 The Client will not assign or sub-license the license to use the Safety Deposit Vault or any part of it.

8. Prohibited Use

8.1 The Client will not use or permit the Safety Deposit Vault to be used for any purpose other than for the deposit of valuables or other legal property.

8.2 The Client agrees not to store any: guns, ammunition, explosives, or other items Keep Secure may believe to be dangerous, or liquids, or hazardous waste material, items that we may conclude would interfere with the operation of the Safe Vault or property the possession of which would be a violation of law.

8.3 The Client permits Keep Secure to inspect the contents of the Safety Deposit Vault for

the purpose of ascertaining compliance with this condition.

8.4 If the Client is found to be in breach of this Clause 6, Keep Secure will have the right to alert the authorities and terminate the Agreement immediately and without liability

9. Lawful Suspension of Service & Cooperation with Lawful Authorities

9.1 Pursuant to any lawful instructions, notices or orders, Keep Secure may receive from time to time from any local, national or supra-national authority (including any court of law) having jurisdiction in the United Arab Emirates ("**Lawful Authorities**"):

(a) Keep Secure reserves the right (acting in their sole discretion) to refuse any person (including the Client) access to any of Keep Secure's offices and to any of Keep Secure's safety deposit vaults (including the Safety Deposit Vault) and to all/any of their contents at any time ("**Lawful Suspension of Service**")

(b) Keep Secure also reserves the right (acting in their sole discretion) to allow access at any time to any of their offices or branches or safety deposit vaults (including to the Safety Deposit Vault by breaking open the Safety Deposit Vault and accessing its contents) including to any/all information, notes, correspondence, which Keep Secure may hold in whatever media, and to provide copies of the same to such Lawful Authorities as Keep Secure may be directed to grant access pursuant to any such instructions notices or orders. Keep Secure is not required to notify the Client in such circumstances.

9.2 In the event Keep Secure receives any instructions or order pursuant to this Clause, Keep Secure reserves the right without prejudice to any other rights they may have under the Agreement/Terms and/or other rules and regulations, to refuse to renew the Agreement, or to deal with the Client.

9.3 For the avoidance of doubt, Keep Secure does not accept the authority of any judgement, order, notice or instruction of any authority not having jurisdiction in the United Arab Emirates.

10. Liability

10.1 The Client will be liable for the payment of all reasonable costs in replacing any lock to the Safe Deposit Vault caused by the loss of the Safe Deposit Vault key or keys. Keep Secure will not be liable for any loss or damage suffered by the Client as a result of any change, discontinuance or addition to the rental, or (subject to these Terms and/or the Agreement) the operational failure, malfunction or unavailability of the rental for any reason. The Client will not be liable for any damage or loss caused by the failure of the vault doors or locks to operate. The Client will exercise ordinary diligence in maintaining your vault and in preventing unauthorised persons from having access to the Safe Deposit Vault. Keep Secure's total liability under this Agreement for any loss occasioned by Keep Secure's negligence will be limited to an amount not exceeding the Fee. Keep Secure will not be liable for loss of money, bullion, or other articles, the tracing or identification of which may be more difficult than that of bonds or stock certificates. Evidence tending to prove that any securities, money, valuables or other articles contained in the Safe Deposit Vault on Keep Secure's last entry or any of its agents or representatives were missing from the Safe Deposit Vault upon subsequent entry will not be sufficient to raise a presumption that the valuables were lost by any negligence or wrongdoing for which the Client are responsible or place upon the Client the burden of proof that the alleged loss was not the Client's fault. Keep Secure does not warrant or represent that the Safety Deposit Vault is burglar proof.

11. Arrears & Abandonment

11.1 Keep Secure may refuse access to the Safe Deposit Vault at any time until all Charges connected with the Safe Deposit Vault have been paid. Keep Secure will have a lien on the contents of the Safe Deposit Vault for all unpaid Charges. If any Charge is in arrears for a period of 30 (thirty) days, you, after giving 30 (thirty) days prior written notice by registered post to the Client's last known address or by Electronic Means or email address will have the right to forcibly enter the Safe Deposit Vault in the presence of one of Keep Secure's officers and one other witness and retain and keep the contents in any other safe or place as it may think fit at an

annual fee equal to the fee. If the Client does not pay the Charges due within 1 (one) year of the due date, Keep Secure may consider the Safety Deposit Vault abandoned and Keep Secure may sell the contents of it in any manner Keep Secure sees fit upon giving the Client 60 (sixty) days' written notice sent by registered mail to the Client's last known address or by Electronic Means. Unless otherwise required by law, the proceeds of the sale will be applied to:

(a) the expenses of the sale;

(b) unpaid charges; and

(c) all other charges owing to Keep Secure, and any balance will be held for the Client.

12. Changes to the Agreement

12.1 Keep Secure can change this Agreement periodically without prior notice, and will notify you of the change by Electronic Means.

13. Termination

13.1 Keep Secure may terminate this Agreement for any reason whatsoever, and without liability, by providing the Client with thirty (30) days' notice.

13.2 Keep Secure may immediately terminate the Agreement in the event, it becomes aware or suspects any breach of this Agreement or the law.

13.3 Keep Secure may immediately terminate the Agreement, in the event the Client becomes unable to pay their debts when they fall due for payment.

13.4 Keep Secure may immediately terminate the Agreement, in the event of a material breach by the Client of this Agreement, and any of the terms and conditions of use of the Safety Deposit Vault, and/or viewing room and facilities, if the breach is not remedied by the Client within five (5) days of Keep Secure's notice to the Client, specifying the nature of the breach and the remedy required.

14. Consequences of Termination

14.1 At the end of the Term:

(a) all outstanding Fees and other charges due to Keep Secure shall immediately be paid by the Client;

(b) the Client shall immediately remove all contents from the Vault.

(c) the Client shall immediately return to Keep Secure by hand all keys relating to the Vault in the Client's possession or control.

14.2 In the event that, contrary to the above requirements, Keep Secure does not receive the keys and/or the Client does not remove the remaining contents from the Box, the Client shall be liable for and shall pay to Keep Secure the rental fees as per Keep Secure's price list, until such time as Keep Secure are in receipt of the keys and the Vault has been vacated.

14.3 Neither the expiry of the Term nor the termination of the Agreement for any reason will affect any rights or liabilities which have accrued prior to expiry or termination nor affect any of Keep Secure's terms and conditions which are intended (whether expressly or by implication) to survive expiry or termination.

15. Indemnity

15.1 The Client will indemnify Keep Secure and its employees, officers, directors and agents and their respective heirs, executors, administrators, successors and assigns from all costs, damages, losses and liabilities that you may suffer or incur arising from or in any way relating to this Agreement and/or the contents of the Safe Deposit Vault.

16. Governing Law

16.1 These Terms will be governed exclusively by the laws of Dubai and where applicable the federal laws of the United Arab Emirates.

If the Client has any questions with respect to the Terms, they may email the Keep Secure at info@keepsecure.ae.