

# Individual Box rental agreement

**27/07/2024 No 2-0**

Amendment #1

Approved by the management of HUB PLASE OÜ on 01/05/2023

HUB PLASE OÜ, registry code 16258947, (the "SpaceHub"), represented by board member Shalva Laperashvili, hereby proposes to enter into a rental agreement (the "Agreement") under the conditions specified below. The agreement is deemed concluded upon acceptance of this tender agreement in the manner prescribed in this agreement. The person who concluded the contract is referred to as the "Customer" in the following; "SpaceHub" and "Customer" are together referred to as "Parties".

## Terms and definitions used in the text of this agreement:

- **Service** — a complex of smart and hardware tools of the SpaceHub, which ensures the possibility to communicate with the Customer. The Service is available on the Internet at: <https://spacehubstore.com> (the "Website").
- **Personal account** — a page on the SpaceHub website, the purpose of which is to monitor the Parties compliance with the rental terms, where the Customers personal data, rental fee, current account status and other information related to the contract are reflected. The personal account number is unique.
- **Personal invoice** — a counter located in a personal account, which reflects the payments made by the Customer and the sums of money withheld (deducted) from these payments, rent or other payments, as well as other information agreed by the Parties.
- **Username** — the e-mail address of the Customer, which the Customer, specified when registering on the website.
- **Password** — combination of letters and/or numbers to identify the Customer, with which the Customer, can identify himself in the HUB PLASE OÜ self-service on website or in the app.
- **Reporting month** — 1 (one) self-storage rental month.
- **Storage** — real estate owned by the SpaceHub under Lease Agreement No. T89-210, 19.03.2021 (Tammsaare 89) or on the basis of b/n, 15.03.2021 (Vesse 4A).
- **Box** — a separate storage room, which is leased to the Customer, on the basis of this agreement. The box is located in storage specially equipped for this purpose and is part of a prefabricated steel structure and is intended for the storage of property (hereinafter "Box content"). SpaceHub is not responsible for the contents of the box. The box's are not equipped with separate lighting.
- **Rental period** — is the period of time during which SpaceHub, provides the Customer, with a box for temporary possession and use in accordance with this agreement.

## 1. AGREEMENT

1.1. SpaceHub provides John Doe (hereinafter referred to as the "Customer") for temporary use (hereinafter referred to as "Rent") storage room (hereinafter referred to as "Box") # 1 with a total area of 2.76 square meters and located at Tallinn, Vesse 4A for storage of items, which is in accordance with this Agreement. The box is given to the Customer for storing personal property (personal items, materials, furniture, etc., except for prohibited items specified in clause 4.3.15.2). The Customer may not use the Box rented under this Agreement as a legal address. This agreement is not a storage agreement or a warehouse agreement within the meaning of the Law of Obligations Act.

1.2. Start date of the box rental: 27/07/2024 The Box rental period is 11 months from the date of entry into force of the Agreement. This Agreement is concluded via the Internet and enters into force from the moment SpaceHub has accepted it. Acceptance of this Agreement means the Customer's registration by filling out the registration form on the website, indicating acceptance and agreement to the terms of the Agreement, as well as the transfer of funds necessary for the rental service. A copy of the Agreement is stored in SpaceHub information system. When concluding the Agreement, the Customer undertakes to follow the instructions of the Service. Data received and stored by the service are considered confidential.

1.3. The monthly rental amount for the rental period stipulated in clause 1.2 of the Agreement is euros1,200.00 (excluding VAT). HUB PLASE OÜ is not liable for VAT.

1.4. In addition to the right to use the Box, the rental fee also includes: the right to use general lighting and the

maintenance costs of the common areas.

1.5 By accepting this Agreement, the Customer rents the Box from HUB PLASE OÜ from the date specified in clause 1.2 of this Agreement. Before the date of entry into force of the Agreement, the Customer has the right to inspect the Box and its use in accordance with clause 1.1 of the Agreement, in the event of the appearance of deficiencies or defects that prevent the intended use, the Customer must notify SpaceHub, who in turn must eliminate the discovered deficiencies/defects or offer a replacement Box with similar characteristics and price (if it is available).

In case the Customer has not notified SpaceHub of the defects, the Box is considered to be in accordance with the terms of the contract and suitable for the intended use specified in clause 1.1 of the Agreement. Standard forms of Agreement and the order of their conclusion are determined unilaterally by SpaceHub.

By concluding the Agreement, the Parties undertake to fulfill their requirements in full.

1.6. At the same time as the Box is handed over to the Customer, an individual PIN code for access to the Box is also issued. Upon termination of the Agreement, the individual PIN code is cancelled.

1.7. The Customer returns the Box to SpaceHub on the last day of the paid rental period, regardless of the reasons for terminating the rental agreement, by pressing the corresponding button on the Website in the personal account or in the app. When the box is returned to SpaceHub, the Customer is obliged to empty the Box of his personal belongings.

1.8. The Customer is obliged to return the Box to SpaceHub in the condition in which he received it, taking into account normal wear and tear. The box must be unlocked, clean and free of objects previously located in it.

1.9. After receiving the Box from the Customer, SpaceHub's employee checks it and, if it is damaged or its condition has deteriorated, informs the Customer. If the Customer refuses to repair the defects in the Box on his own and within the term set by SpaceHub, then the SpaceHub has the right to demand full compensation of the costs and damages incurred from the Customer. Also full compensation for damages related to equipment cleaning or repair and damage to the Box, which is caused by violation of the use/use rules of the Box by the Customer, damage or destruction of the SpaceHub's property in the Storage.

## **2. BOX RENTAL PERIOD**

2.1. The minimum rental period is 1 (one) month. The maximum rental period is 11 (eleven) months from the date of signing the Agreement.

2.2. In the event that the Customer continues to use the Box after the end of the Agreement, provided that SpaceHub has no objections, the Agreement is considered renewed for the same period. If, during the automatic extension of the Agreement, the tariffs differ from those fixed in the Agreement, SpaceHub has the right to unilaterally change the price of the Agreement by notifying the Customer 7 calendar days before applying the new price.

## **3. ACCESS TO INDIVIDUAL BOX**

3.1. The Customer is granted unimpeded access to the Box at the times specified and notified by SpaceHub, which have been brought to the Customer's attention on the Website, at the information stand in the Storage or in the offices. Normal working hours of the storage: twenty-four hours a day. The working hours of the storage may change, you must specify the actual information on the spot or on the SpaceHub phone. The opening hours of the storage may change depending on circumstances or events, of which the SpaceHub should inform the Customer as soon as possible. Changes in opening hours or unforeseen failures in the automatic access system do not constitute grounds for submitting financial claims to SpaceHub.

3.2. SpaceHub issues a PIN code to the Customer to use the box. A phone number that works and belongs to the customer is required to receive the PIN code. The details of the PIN code are known only to the Customer. To get a PIN code, the Customer must register on the Website, select Box and pay at least 1 month's rental fee.

3.3. The PIN code is valid only during the paid rental period of the Box and only for the rented Box, and the PIN code is canceled at the end of the rental period.

3.4. You can also enter the Storage and open the Box using the SpaceHub mobile application, which can be downloaded from the Apple Store and Google Market <https://spacehubstore.com/qr/>

3.5. Sharing of the PIN code to third parties takes place at the discretion and responsibility of the Customer. SpaceHub is not responsible if third parties access the Box using the Customer PIN code.

3.6. The Customer is solely responsible for properly locking the Box and that the PIN code is kept safely and properly.

**3.7. The following restrictions apply to the Storage located at A.H.Tammsaare 89 in Tallinn:**

- The maximum height of vehicles entering the building must not exceed 3 meters, the length must not exceed 6 meters, and it is prohibited to drive into the internal territory where the Boxes themselves are located.
- It is forbidden to take the SpaceHub carts, stepladders, ladders and other property of SpaceHub out of the internal territory of the Storage.
- It is forbidden to carry out any car work on the premises of the Storage with the personal vehicles of the Customer or his representatives, including, but not limited to: car washing, tire installation/changing, repair, snow removal, removal or installation of additional (fixing) devices.
- It is forbidden to obstruct the access of other Customer's vehicles to the Storage.
- It is forbidden to park or leave the vehicle stationary if the engine is not switched off.
- It is forbidden to leave all doors/gates of the Storage open.
- It is forbidden to obstruct the operation of the gate with any objects or ladders.
- It is forbidden to leave garbage in the Storage areas and in the Box. Personal belongings must not be left unattended outside the rented Box for a long time.
- SpaceHub cannot guarantee the Customer unhindered access to the Storage in the event of any technical failure or if the Customer has a valid debt. All questions will be resolved exclusively through SpaceHub Customer Service.
- It is forbidden to use the rented box as a place to live, work or sleep.

**The following restrictions apply to the Storage located at Vesse tn. 4A in Tallinn:**

- It is forbidden to drive into the internal territory of the Storage.
- It is forbidden to leave the car in the loading and unloading area of the Storage for more than 1 hour.
- It is forbidden to carry out any car work on the premises of the Storage with the personal vehicles of the Customer or his representatives, including, but not limited to: car washing, tire installation/changing, repair, snow removal, removal or installation of additional (fixing) devices.
- It is forbidden to obstruct the access of other Customer's vehicles to the Storage.
- It is forbidden to obstruct the operation of the gate with any objects or ladders.
- SpaceHub cannot guarantee the Customer's unhindered access to the Storage in the event of any technical failure or if the Customer has a valid debt. All questions will be resolved exclusively through SpaceHub Customer Service.
- It is forbidden to use the rented box as a place to live, work or sleep.

In the event that the Customer violates the above-mentioned conditions, SpaceHub has the right to unilaterally terminate the agreement prematurely and out of court, withholding all advance payments.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **4.1. SpaceHub is obliged to:**

4.1.1. Provide the Customer with a Box chosen by him with a PIN code;

4.1.2. Allow the Customer or the Customer's authorized persons access to the rented Box for storing personal items during the Storage's working hours in accordance with the Agreement;

4.1.3. Ensure the proper condition of the premises at the location of the Box;

4.1.4. Notify the Customer in a timely manner of contract changes.

### **4.2. SpaceHub has the right to:**

4.2.1. Receive rent, fines, arrears and other payments from the Customer in accordance with the Agreement, including, but not limited to, reimbursement of the SpaceHub's costs related to the storage, disposal or other disposal of the contents of the Box in accordance with the Agreement;

4.2.2. Change the contract unilaterally by informing the Customer in advance, by posting the changed information on the Customer's personal account, or by informing the Customer via SMS, e-mail or WhatsApp messenger, which the Customer has set as his contact details when registering on the Website, or by posting the information on the Website <https://spacehubstore.com>

4.2.3. open the Box by notifying the Customer in advance, but without waiting for the Customer 's consent and,

if necessary, move the contents of the Box in the following cases:

- Urgent repair or maintenance of the box;
- Avoid damage to SpaceHub and other Customers;
- Upon receipt of legal acts or decisions by relevant authorities;
- If the Customer does not fulfill his obligation to return the Box on time after the end of the Agreement (point 4.2.7).

4.2.4. Make repairs in the Storages and box's without the Customer's consent. Carrying out repairs should not interfere The Customer's access to the Box and its use, but in any case, this is not the basis for a request to change the rental fee.

4.2.5. Take all measures to install, check and repair the fire protection system and/or for maintenance.

4.2.6. If the payment of the rental fee is delayed by 1 (one) day from the last payment of the rental period of the day, temporarily restrict the Customer's access to the Box without warning the Customer. SpaceHub has the right to limit access to the Box and retain its contents in accordance with Articles 305-307 of the Law of Obligations Act until the Tenant fulfills his obligations to pay the Box rent and all accrued fines and arrears in full. By collecting unpaid invoices related expenses are borne by the Customer.

4.2.7. If the Customer does not return the Box by the deadline after the end of the Agreement, SpaceHub has the right to unilaterally open the Box and release it in the manner specified in clause 10.2. Also, when moving Box Content, SpaceHub is not responsible if such opening caused damages to the Customer's items stored in the Box, if SpaceHub has taken everything necessary and reasonable measures to prevent it.

4.2.8. SpaceHub has right to set new tariffs for services, make changes unilaterally in clause 1.3 of the Agreement. If the Customer does not agree to such unilaterally made out-of-court changes - he has the right to refuse to perform the Agreement in accordance with Section 7 of this Agreement.

4.2.9. In case of violation of the requirements established in clause 4.3.15 and its sub-clauses, SpaceHub has the right, at its own discretion, to terminate this Agreement early or demand a fine of up to 100 (one hundred) euros from the Customer.

4.2.10. If necessary, send notifications about the requirement to pay for the next service period by sending SMS messages/e-mails, WhatsApp messages, as well as inform about it verbally on the contact phone number left by the Customer. Notifying the Customer is the SpaceHub's right, not its obligation, and is purely voluntary. Failure to receive such notification does not release the Customer from fulfilling its obligations to timely pay the rental fee and/or accrued fines/arrears. SpaceHub is not responsible for possible technical failures on the part of telecommunications operators or for the characteristics of hardware or software that may cause the Customer not to receive such a notification.

4.2.11. SpaceHub has the right, in the presence of justified circumstances (including, but not limited to: alcohol or drug intoxication, aggressive or defiant behavior, in the absence of rent arrears or payments under the Agreement, etc.) to deny the Customer or third parties access to the Box/Storage.

4.1.12. If SpaceHub has reason to believe that:

- The Customer does not use the Box for the purpose specified in clause 1.1 of the Agreement;
- The Customer keeps property in the Box that does not meet the requirements of clause 4.3.15 of the Agreement and its subsections;
- The Customer has significantly deteriorated the condition of the Box;

SpaceHub has the right to demand from the Customer the possibility of a visual inspection of the Box. In this case, SpaceHub has the right to use equipment that does not damage the Customer's property when inspecting the Box. If the Customer does not give SpaceHub access to the Box within a reasonable time to check the circumstances specified in this subsection, SpaceHub has the right to open the Box on his own, by notifying the Customer within two days. In this case, SpaceHub is not liable to the Customer for damages caused to the Content of the Box.

### **4.3. Responsibilities of the Customer:**

4.3.1. When concluding the contract, receive the Box and PIN code from SpaceHub.

4.3.2. To be personally present when receiving the materials and things delivered to the Box and to store personal items in such a way that it does not cause inconvenience to other Customers. If the Customer has involved third parties in the fulfillment of the above obligations, the Customer is responsible for their actions as

for his own.

4.3.3. The Customer does not have the right to assign his rights arising from the contract to third parties without the prior written consent of SpaceHub

4.3.4. After the end of the Agreement, vacate the Box and return it to SpaceHub. The box is not considered to have been properly handed over to SpaceHub if the Customer has not taken the necessary steps to terminate the contract on the Website or in his personal account. By signing this Agreement, the Customer confirms that he has familiarized himself with all the procedures necessary for paying the rent and terminating the Agreement.

4.3.5. When concluding the Agreement, pay the rental fee at least 1 month in advance, according to the Agreement.

4.3.6. Pay on time and in full the Rental Fee for the use of the Box and other fees specified in the Agreement. The Customer is obliged to ensure the availability of funds on the bank card necessary to pay for the rental period. In the absence of the funds necessary to pay by bank card, the Customer is obliged to immediately contact SpaceHub and agree on an alternative payment method.

4.3.7. To compensate SpaceHub for costs incurred in connection with the storage, transportation and disposal of the contents of the box, in the event that the Customer has not fulfilled his obligations.

4.3.8. Allow access to your Box in accordance with the Agreement.

4.3.9. Ensure the security of the PIN code and if the Customer shares the PIN code with third parties, then only at his discretion and at his own risk.

4.3.10. Immediately inform SpaceHub of all circumstances related to the Agreement, including changes in personal data, main telephone number or other important (within the contractual relationship between the Parties) information, and inform SpaceHub of such changes within 7 (seven) calendar days by sending an e-mail or by notifying SpaceHub by telephone of customer service. In the event that the Customer does not notify or transmit new data in a timely manner, all notifications/shipments to the old address or references to old data shall be considered as the proper fulfillment of the obligations arising from the Agreement by SpaceHub.

4.3.11. Immediately inform SpaceHub of the box's defects and lock failures.

4.3.12. Comply with all official technical rules and regulations, in particular: fire safety regulations, safety regulations, when using additional transport and loading equipment in the premises located at the location of the Box, as well as comply with the relevant rules notified on information boards or received from the SpaceHub employees. The Customer undertakes to independently ensure the safety of movement in the Storage and to use its equipment and inventory in compliance with all safety regulations.

4.3.13. Follow the rules for the use of the premises and the territory adjacent to them established by SpaceHub and/or the owner of the premises.

4.3.14. Maintain cleanliness in the Box and the Storage where the Box is located. If the Customer does not fulfill this obligation, SpaceHub has the right to demand reimbursement of the Customer's waste collection costs. Upon detection of the fact of intentional pollution or Storage or the territory, Spacehub has the right to terminate the Agreement unilaterally and out of court, to collect the amount spent on disposal from the Customer.

4.3.15 To use the Box for storing personal items, subject to restrictions:

4.3.15.1 The distance between the Box contents and the Box ceiling must be at least 0.2 m.

4.3.15.2 Prohibited:

- use the Box as a living or working place;
- use Boks for trading or providing services;
- use the Box address as a legal address or for registration as a location;
- sublease the Box, encumber it in other ways;
- use the Box to accommodate people and/or animals, dangerous or perishable goods, explosives, weapons, ammunition, narcotic, poisonous, radioactive, strong-smelling, toxic, flammable and flammable objects and substances that endanger the environment, foodstuffs and garbage, empty fuel and oil containers, rags, for the storage of other items excluded from free circulation or items whose

- characteristics exclude them storage in the SpaceHub's premises;
- keep objects at a height of more than 2.5 m from the floor surface;
  - overloading the box with personal items so that items are block the free movement of the door. The cost of the technician's call will be covered by the Customer if this is the reason for the door being blocked.
  - place more than 350 kg of items per square meter in the Box located on the second floor or on the intermediate platform
  - make repairs, rearrangements and improvements in the Box without agreement with SpaceHub;
  - unauthorized replacement/repair of the Box's locking device;
  - change, move hidden and exposed wires and means of communication, violate the integrity of walls and partitions, make holes, attach shelves and other objects to the walls of the Box;
  - smoke, use open fire sources in the Box and indoors at the Box location;
  - cover the openings of the Box ventilation system, the central ventilation system; use electrical equipment, change or unweld existing electrical circuits;
  - open the windows in the room where the Box is located;
  - processing, pouring, drying of objects/liquids.

4.3.16. Storage of belongings and objects is carried out at the Customer's own responsibility, therefore SpaceHub does not recommend storing jewelry, art objects and other objects of high value in the Box.

4.3.17. Immediately inform SpaceHub of damage caused to the Box or Storage by contacting the SpaceHub's Customer Service in person or by calling the general number +3726002909

4.3.18. Notify SpaceHub in a timely manner of changes in postal and legal addresses. Failure to notify may have adverse consequences.

4.3.19. By signing this Agreement, the Customer confirms that the items he stores in the Box belong to him based on the right of ownership, are legal and are not prohibited for circulation on the territory of Estonia. The Customer also has other obligations that are directly stipulated in the legislation of the Republic of Estonia and in this Agreement.

4.3.20. The Customer undertakes to close all the doors of the rooms behind him when entering and leaving, in order to prevent unauthorized access of third parties to the premises of the Storage. The Customer must not place objects under/in front of the gates or between the doors to prevent them from closing or to change their normal mode of operation.

#### **4.4. Customers rights**

4.4.1. Have access to the Box and use it in accordance with the Agreement;

4.4.2. To insure Box Content at its sole discretion.

#### **5. PAYMENTS PROCEDURE**

5.1. For the Box intended for temporary use, the Customer pays the Rental Fee specified in clause 1.3 of the Agreement in advance. Calculation of the rental fee starts from the start date of the Rental Period in accordance with Clause 1.2 of the Agreement.

5.2. SpaceHub can unilaterally change the amount of the Rental Fee by notifying the Customer 1 month before the change takes effect, without signing an additional agreement.

5.3. When concluding a rental agreement for more than one calendar month, the Customer pays the Rental Fee in advance for each Rental Period. If the period of use during which the Customer actually used the Box turned out to be shorter than the Rental Period, the Rental Fee will be charged for the entire Rental Period. The Customer pays the Rental Fee for the first Rental Period on the start date of the Rental Term, payment is made by the Customers bank card or bank transfer. The first payment includes payment for the first month of storage (or several months according to the Customer's wish/selection), as specified in Clause 1.3 of the Agreement. Payment for each subsequent Rental Period is made no later than the day before the next Rental Period. The moment when the Customer fulfills his obligations to pay the Rental Fee is the day when the money is received in full in the SpaceHub's account.

5.4. The absence of an invoice or the Customer 's failure to receive it is not a reason for late payment of the Rental Fee. In case of technical problems related to payment, the Customer is obliged to inform SpaceHub immediately. If such problems have arisen due to circumstances beyond the SpaceHub control, the Customer does not have the right to refer to them as an excuse for not paying the Rental Fee.

5.5. The first month of rent is paid on the day of signing the Agreement.

5.6. The currency of settlements between the parties is Euro €. When making payments, SpaceHub may send the necessary personal data to the authorized Stripe processor. (<http://stripe.com>)

5.7. Timely fulfillment of the obligation to pay the rental fee is an important condition of the Agreement. If the Customer significantly violates the terms of payment of the Rental Fee, SpaceHub has the right to require the Customer to pay the Rental Fee in advance for 6 (six) months for the further provision of services.

5.8. In case of premature termination of the Agreement at the initiative of the Customer or due to the fault of the Customer, as a result of which the Agreement was terminated, SpaceHub has the right to withhold the advance payment in whole or in part, using rounding up to the specified Rental Period, and the advance payment discount will be canceled.

5.9. In exceptional cases and at its own discretion, SpaceHub may return money to the Customer (advance rental fee) that has been paid by bank card or debited from the Customer's account.

## **6. LIABILITY OF THE PARTIES**

### **SpaceHub's responsibility**

6.1.1. SpaceHub is responsible for the breach of his obligations, if he only caused it intentionally.

6.1.2. SpaceHub is not responsible for the preservation of the Content of the Box. If access to the boxes is given to third parties, SpaceHub is not responsible for their activities.

6.1.3. The Customer does not have the right to submit claims regarding the Content of the Box that appeared during the rental agreement, which includes the claim of access to the Box by third parties.

6.1.4. SpaceHub is not responsible for the Customer's property left outside the Box.

### **6.2 Customer's responsibility**

6.2.1. The Customer is responsible for compensating SpaceHub for the actual damages caused by the violation of the obligations stipulated in the Agreement, if the Customer does not provide evidence to SpaceHub regarding damage to the SpaceHub's property.

6.2.2. The Customer is responsible for the transfer of the PIN code to third parties, for their access to the Box and its change, as well as for other actions performed by these persons on behalf of the Customer.

6.2.3. In case of delay in the payment of the Rental Fee according to Clauses 4.3.6 of the Agreement, the Customer shall pay SpaceHub a late fee of 0.05% of the amount starting from the due date.

6.2.4. In case of premature return of the Box by the Customer, SpaceHub has the right to demand compensation for the damage and to demand the payment of a contractual penalty of one month in the amount of the Rental Fee.

6.2.5. application, if the Box is returned in an unsuitable form (the natural wear and tear of the Box parts is not taken into account), according to Clause 6.2.3 of the Agreement, in addition to compensation for damages and payment of a late payment penalty, the Customer must restore the Box to its original condition within the time specified by the SpaceHub's unilateral order.

6.2.6. The Customer is responsible for timely and correctly closing all doors and gates leading to the premises of the Storage. The Customer is also responsible for the damage caused in case of breach of this obligation.

## **7. MODIFICATION AND TERMINATION OF AGREEMENT**

7.1. Amendment and termination of the Agreement is carried out under the conditions established by this Agreement and current legislation.

7.2. All changes and additions made to the Agreement, except for those mentioned in clauses 4.2.8 and 5.2, shall be made in writing and signed by the Parties.

7.3. Expiration of the Agreement does not release the Party from liability for violations committed during the validity period of this Agreement.

7.4. The Agreement is subject to change along with the recalculation of the rental fee if the actual internal dimensions and area of the box differ by more than 10% from the data specified in the Agreement. The Parties do not take into account deviations that are less than 10% of the data specified in the Agreement.

7.5. The Agreement can be terminated by mutual agreement of the Parties.

7.6. SpaceHub unilaterally terminates the Agreement out of court in cases where the Customer does not fulfill the obligations arising from the Agreement:

7.6.1. If the obligation to pay the rental fee is delayed for more than 45 (forty-five) days, SpaceHub is not obliged to send a written notice of refusal to perform the Agreement.

7.6.2. If 30 (thirty) calendar days have passed since the Customer's non-performance/improper performance of other obligations arising from the Agreement was sent to the Customer.

7.7. SpaceHub has the right unilaterally and out of court to refuse to perform the Agreement without the obligation to compensate for damages and the obligation to pay possible fines:

7.7.1. If the Customer refuses to make changes to the Agreement in accordance with clauses 7.4 and 4.2.8 of the Agreement.

7.7.2. If SpaceHub closes the premises at the location of the Box (including temporary closure) after 30 (thirty) calendar days have passed from the day on which the Customer has been sent a written notice of refusal to perform the Agreement, the Rental Fee will be returned to the Customer for the unused term of the Box Rental.

7.7.3. If the Customer:

- uses the Box not in accordance with the intended purpose specified in clause 1.1 of the Agreement;
- uses the Box in violation of Clause 4.3.15 of the Agreement;
- significantly deteriorates the technical condition of the Box;
- two and/or more than two times in a row during the validity of the Agreement after the payment deadline established by the Agreement does not pay the Rental Fee or does not pay it in full.

7.7.4. In one of these circumstances, it appears that SpaceHub sends the Customer via the Personal account and, if necessary, duplicating it by e-mail/simple letter, a notice of the need to eliminate the violations within the time limit specified in the notice. If the violations are not eliminated, SpaceHub has the right to terminate the Agreement unilaterally and out of court.

7.8. This Agreement may be terminated at the Customer's initiative if it was concluded for a period exceeding one calendar month, provided that the Customer notifies SpaceHub of this at least 7 (seven) days before the end of the Agreement. The Customer informs SpaceHub about the intention to terminate the contract through the Service in the Website interface, using the username and password when logging in. SpaceHub is notified of pressing the corresponding button ("Termination of the Agreement" or another button indicating the Customer's intention to stop using rental services). After pressing the button, the Customer receives a notification that the request to terminate the Rental Agreement has been accepted. In case of not receiving the mentioned notification, the Customer undertakes to inform SpaceHub about this by e-mail or phone call. On the day of termination of the rental agreement, the Customer hands over the Box to SpaceHub by clicking the corresponding button in the Website interface or app. After that, the addition of the Rental Fee based on the Agreement will be stopped. SpaceHub checks the Box and confirms the termination of the Agreement.

7.9. The Parties agree that SpaceHub has the right to consider the items left in the Box as abandoned after the end of the Agreement and/or the paid Rental period, if the Renter does not notify in writing of his interest in these items within 45 days from the day of the last paid Rental Period. For notification, a scanned paper application or a digitally signed application signed by the Box owner must be sent via email to [support@spacehubstore.com](mailto:support@spacehubstore.com)

## **8. FORCE MAJEURE CIRCUMSTANCES**

The Parties are released from liability for partial or complete breach of obligations arising from the Agreement, if this is due to force majeure circumstances, in particular:

- natural disasters (earthquakes, floods, hurricanes, landslides, avalanches and other natural disasters);
- circumstances of public life (war, epidemics, large-scale strikes, revolutions, etc.);
- actions of state authorities that significantly complicate or make impossible the performance of the Agreement due to circumstances beyond the control of the parties to the Agreement.

8.2. In the event of force majeure, the Party arising from the Agreement, for whom the fulfillment of obligations seems impossible, must immediately notify the other Party, attaching relevant evidence.



## **9. GOVERNING LAW. SOLVING ARGUMENTS**

9.1. The Agreement is governed by the valid legislation of the Republic of Estonia.

9.2. All disputes or disagreements arising between the Parties on the basis of or in connection with this Agreement shall be resolved in the claims procedure. The claim must be submitted in writing. Regarding the received claim, the Party must respond in writing in substance no later than 15 calendar days from the date of receipt of the claim.

9.3. If it is not possible to resolve the dispute through negotiations, the Harju County Court will resolve the dispute.

9.4. All messages sent by the Parties to each other are transmitted through the Service. If necessary, notices can be duplicated by e-mail or formalized in writing and sent by post to the address of the location specified by the Party when concluding the Agreement.

9.5. If one Party does not notify the other Party of a change in contact information in the manner provided in Clause 4.3.18 of the Agreement, notifications will be sent to the other Party in accordance with the information specified in this Agreement. In such a case, the notification shall be deemed to have been duly notified to the other Party.

## **10. OTHER TERMS**

10.1. The Box and Storage are not equipped with air conditioning. SpaceHub has the right to keep the air temperature in the Box and the rooms at the Box's location at its own discretion, but not lower than 0 °C.

10.2. If the Customer does not fulfill his obligation to pay for the Box for more than 45 (forty-five) days or if the Box is not returned after the end of the Agreement, SpaceHub has the right to release the Box in the following order:

10.2.1. SpaceHub informs the Customer of the need to remove the Content of the Box after the end of the Agreement by sending a notification via the Service, SMS or e-mail.

10.2.2. If the Customer does not fulfill the obligation to remove the Content of the Box within 5 days from the date of receiving the SMS, e-mail or mail or from the day of returning the missed notice, by agreement of the Parties in accordance with the Agreement, the Content of the Box is considered abandoned, as a result of which SpaceHub can use the means specified in clause 4.2.7 right.

10.3. SpaceHub has the right to save the Customer 's data, including the Customer 's images recorded by video surveillance cameras. At the same time, SpaceHub undertakes to store only such data and images as are necessary to fulfill the Agreement and ensure the security of SpaceHub's property, in compliance with the requirements of legislation.

10.4. SpaceHub may, at its discretion, give the Customer a discount on the rent charged for renting the Box. The amount of the discount is determined by SpaceHub.

## **11. FAILURE OF PAYMENT**

11.1 Disclosure of payment default in the Payment Default Register

11.1.1. The default register is a database that consists of the collection of data on payment defaults formed on the basis of debts entered by members of the Register and other persons who have entered into a service contract for the default register with the keeper of the Register.

11.2. Payment default is a breach of a financial obligation by the debtor (failure to fulfill the obligation or improper fulfillment, including delay in fulfillment) for more than forty-five (45) days

11.3. Failure to pay is considered a breach of a financial obligation of thirty (30) euros or more. The debt underlying the default must be genuine, verifiable and collectable.

11.4. If it is a violation of a financial obligation, the fulfillment of which has been agreed in parts, - the above-mentioned 45-day deadline is calculated from the debt of the part of the obligation that arose earliest in time;

11.4.1. The 30-euro claim for the amount owed is considered fulfilled even if it is formed from all the parts of the obligation in arrears;

11.4.2. each subsequent installment in arrears shall be added to the existing default on the day following the

payment due date of the installment in arrears.

### **11.5 Termination of payment default.**

HUB PLASE OÜ terminates payment default in the following cases:

11.5.1 the customer pays the debt;

11.5.2. a payment schedule is concluded to pay the debt;

11.5.3. the debt is completely assigned to a third party (Inkasso);

11.5.4. the court decision has confirmed the expiration of the debt.

11.6. When a payment default is terminated, the end date of the payment default is noted next to the corresponding payment default, and the payment default is marked with the status "Finished payment default" in the payment default register.

11.7. If the default is based on the data of several debts, the latest paid, surrendered or expired debt is taken into account when indicating the end date of the payment default.

11.8. Completed Payment failures are published within the following deadline:

11.8.1. Non-payment of natural persons – within five (5) years from the end date of the Non-payment.

11.8.2. Defaults of legal entities – within seven (7) years from the end date of the Default.

11.9. Unfinished Payment Defaults will be published up to fifteen (15) years from the Payment Default Start Date (hereinafter referred to as the Payment Default Expiry).

11.10. Cancellation of payment default. SPACE HUB OÜ cancels payment default in the following cases:

11.10.1 expiration of payment default;

11.10.2. illegal disclosure of payment default (illegal disclosure of payment default must be proven by the customer or confirmed by an authority/court decision);

11.10.3. cancellation of indebtedness or

11.10.4. the debt does not exist (e.g. a reorganization or debt restructuring plan approved by the court).

**11.11 HUB PLASE OÜ retains the judgments that are the basis for the publication of the Payment Failure for 15 years after the claim becomes due.**

## **12 FINAL TERMS**

12.1 The contract is drawn up in two identical copies, of which each Party retains one copy visible in self-service.

12.2 SpaceHub is not responsible for the condition and preservation of the Box Contents. In order to avoid financial losses, the Customer is recommended to insure the property stored in the Box. The Customer chooses the insurance company at his discretion. By signing the Agreement, the Customer confirms familiarization with it, agrees to the SpaceHub's terms and conditions and accepts them.

12.3 SpaceHub sends all messages, invoices and other documents to the Customer through the Service or to the e-mail address specified by the Customer. The parties agree that messages, invoices and other documents are considered valid without a digital signature if they are sent via the Service or the SpaceHub's e-mail. The Customer is obliged to ensure and maintain the e-mail address specified by him in the Agreement, to check that the SpaceHub's incoming letters do not end up in spam. The telephone number specified at the conclusion of the Agreement must be registered in the name of the Customer.