

## TERMS AND CONDITIONS GOVERNING THE RENTAL OF CERTIS SAFE DEPOSIT BOXES

In these terms and conditions, the words importing the masculine gender include the feminine gender and words importing the singular include the plural:

### **1. LICENSEE**

- 1.1 The Licensee shall file and register with CERTIS a specimen of his signature and/or thumb impression together with a copy of his NRIC or Passport No. and postal address.
- 1.2 The Licensee shall provide CERTIS with written notice of any change in the Licensee's and/or its authorised person's (if any) particulars.
- 1.3 CERTIS shall levy a charge of such amount as determined by CERTIS for any addition or removal of Licensee.
- 1.4 If the Licensee comprises more than one person, all the covenants, terms and conditions hereunder shall be deemed to be made by and binding on them jointly and severally.

### **2. HIRING**

- 2.1 The hiring of the safe deposit box (the "**Box**") identified in the Agreement shall not confer on the Licensee any greater or other interests than a pure licence to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these terms and conditions.
- 2.2 The hiring of the Box shall commence on the date of the Agreement and shall be auto-renewed on a yearly or such other periodic basis as may be determined by CERTIS, unless otherwise terminated by CERTIS or the Licensee in accordance with these terms and conditions.

### **3. RENTAL, KEY DEPOSIT AND OTHER CHARGES**

- 3.1 The rental is chargeable on a yearly or such other periodic basis as determined by CERTIS from time to time and is payable by the Licensee in advance.
- 3.2 Any variation in the rental amount shall take effect from the commencement of the next rental payment due date immediately following the variation.
- 3.3 No rental will be refunded to the Licensee if the hiring is terminated before the full term of the hiring period.
- 3.4 A deposit of SGD\$200.00 shall be paid for the keys to the Box. The deposit shall be refunded to the Licensee within 45 working days upon his handing over the empty Box and the 02 Original Keys to CERTIS. The refund of the key deposit is subject to CERTIS's right to apply the whole or part thereof towards payment of any money due to CERTIS under the Agreement and these terms and conditions and to forfeit the whole or part thereof if the Original Keys are not returned or if a new or replacement key is required.
- 3.5 CERTIS reserves the right to levy charges and fees as stated in CERTIS's pricing guide in such manner and at such periodic basis as CERTIS may determine from time to time for making available the use of and the access to the Box and/or any other value-added services described in the pricing guide to the Licensee.
- 3.6 CERTIS may at any time at its absolute discretion and upon written notice to the Licensee, change the prevailing rate and/or amount of any charges or fees payable by the Licensee as stated in CERTIS's pricing guide. Such changes shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice.

### **4. KEY AND LOCK**

- 4.1 Each box will be issued with 02 original and working keys with the same key number to the Box ("**Original Keys**").
- 4.2 Each box is configured such that it can only be opened via dual key control – the 02 Original Keys unique to such box issued only to the Licensee together with a differently configured secondary key in the possession of CERTIS.
- 4.3 The Original Keys to the Box will be handed over to the Licensee upon the execution of the Agreement, the Licensee's compliance with such requirements as required by CERTIS and CERTIS's receipt of the periodical rental and the deposit for the keys.
- 4.4 The Licensee undertakes to safekeep the Original Keys under his custody. If any of the Original Keys is/are lost, stolen or mislaid, the Licensee shall immediately report to CERTIS. CERTIS shall obtain a new lock together with 02 new Original Keys and the cost thereof shall be borne by the Licensee. Unless and until CERTIS is notified of the loss of the Original Key(s), CERTIS shall not be responsible for any loss or damage resulting from the Box being opened and the contents removed by any person producing the Original Key(s) and impersonating the Licensee.
- 4.5 Any repair or replacement of the lock or keys shall be carried out exclusively by CERTIS and where the repair does not arise from reasonable wear and tear, the expenses incurred for such repair or replacement of lock or key shall be borne by the Licensee.
- 4.6 Both Original Keys shall be surrendered to CERTIS in good working condition upon the termination of the hiring. The Licensee shall not in any circumstances make copies of the Original Keys.

### **5. PROHIBITIVE USE AND RESTRICTION**

- 5.1 The Licensee shall not transfer, assign or sublet the whole or part of the Box or otherwise permit any person to use the Box or any part thereof.
- 5.2 The Licensee shall not use or permit the Box to be used for the deposit of any liquid contraband or anything of hazardous explosive or offensive nature or which may become a nuisance to CERTIS or any of its other Licensees or customers or for any other purposes than for the deposit of valuables or other properties of similar nature. The Licensee shall on demand permit CERTIS to inspect the contents of the Box for the purpose of ensuring that this condition is complied with. If CERTIS suffers any damage or loss or incurs any liability as a result of the Licensee's breach of this condition, the Licensee shall fully indemnify CERTIS against such damage loss or liability.

### **6. OPERATIONS AND ACCESS**

- 6.1 The Licensee may have access to the Box at any time during normal business hours of CERTIS (except when access is prevented by reasons beyond the control of CERTIS) and under such regulations and procedures as shall from time to time be prescribed by CERTIS. Access to the Box may be unavailable on any national holidays, or on any other day for good reason, including acts of God.
- 6.2 Before giving the Licensee access to the Box, CERTIS may require such evidence of the Licensee's identity as CERTIS shall in its absolute discretion require. CERTIS may also refuse access to the Box if the rental or other fees and charges are in arrears or are otherwise remaining unpaid or if any sum of money is due or owing to CERTIS by the Licensee under these terms and conditions. CERTIS shall not in any event be responsible for any loss or damage suffered by the Licensee as a result of CERTIS refusing the access to the Box.
- 6.3 Unless otherwise agreed in writing, when the Box is rented by 2 or more persons jointly, it shall be a contractual term of the hiring that any of the Licensees shall be permitted to open the Box and remove the contents thereof or otherwise deal with the contents or any part thereof until CERTIS receives actual notice of death of any of the Licensees. In addition to and not in derogation of the aforesaid, CERTIS shall not be bound to inquire nor be regarded as having any knowledge or notice, actual implied or constructive, as to whether any of the contents of the Box are owned singly, or in common by the Licensees.

### **7. EXEMPTION AND EXCLUSION OF LIABILITIES**

- 7.1 CERTIS shall not be deemed to become a bailee of the contents of the Box or any part thereof, neither shall it be responsible for any loss or damage in respect of the contents of the Box howsoever caused or arising.
- 7.2 CERTIS shall not be affected by notice of any trust or equity in respect of the contents of the Box or any part thereof.
- 7.3 CERTIS shall be under no obligation to insure the contents of the Box but in the event that CERTIS arranges any insurance, the premium and all other costs shall be for the account of the Licensee.
- 7.4 CERTIS shall not be liable for any loss and/or damage to the contents in the Box arising from acts of God or causes beyond reasonable control of CERTIS. Such causes include (but are not limited to) acts of government, pandemic, epidemic, riots, natural disasters such as fire, flood, explosion, earthquake, landslide.

### **8. ALTERATION OR RELOCATION OF BOX**

CERTIS shall be entitled to at any time give 2 weeks' (or such other period as may be determined by CERTIS) prior written notice to the Licensee to alter or relocate the Box for purposes of renovating altering and/or otherwise complying with the rules regulations and notices issued by the authorities concerned from time to time in respect of CERTIS's premises and/or the Box. The alteration and/or relocation of the Box may be conducted on the expiration of the said notice and CERTIS shall be at liberty to exercise all or any of the powers conferred by these terms and conditions.

### **9. TERMINATION**

- 9.1 Any Licensee may terminate the hiring at any time by attending in person at CERTIS. The Licensee shall forthwith remove all contents of the Box and return both Original Keys in working condition to CERTIS upon termination of the hiring. The receipt of the emptying of the Box and the Original Keys shall be acknowledged by CERTIS, such acknowledgement shall be the final determinant of termination. Refund of the key deposit to the Licensee, after the deduction of any monies in accordance with these terms and conditions, shall be effected within 45 working days of such date of termination.
- 9.2 CERTIS shall be at liberty to terminate the hiring at any time by serving on the Licensee 2 weeks prior written notice without assigning any reason therefore. Upon termination by CERTIS and subject to the prior settlement of any claim which CERTIS may have against the Licensee, CERTIS will refund to the Licensee any balance key deposit in accordance with these terms and conditions and a proportionate amount of the rental paid for the un-consumed hiring period, within 045 working days of the date of such termination.
- 9.3 Notwithstanding any other terms and conditions contained herein to the contrary, if any monies remain unpaid when due or if any one or more of these terms and conditions are not observed, CERTIS may give notice to the Licensee requiring payment of any monies due or requiring compliance with such conditions. If after 1 month from the service of such notice, any such monies shall remain unpaid or the said conditions are not complied with, CERTIS shall be at liberty to break open the Box in the presence of 2 CERTIS officers and deal with the contents in the manner as hereinafter provided.
- 9.4 CERTIS shall be entitled to terminate this Agreement forthwith by notice in writing to the Licensee and the Licensee shall forthwith pay to CERTIS all monies then due to CERTIS, if the Licensee (or any one of them in the case of Joint Licensees) (as the case may be) goes into bankruptcy or liquidation (other than for the purpose of reconstruction or amalgamation), makes a general assignment, arrangement or composition with or for the benefit of its creditors or if a receiver is appointed in respect of all or a substantial part of its assets.

### **10. BREAK-OPEN THE BOX**

- 10.1 CERTIS shall prepare a statement of the contents of the Box when it forces open the Box. The statement of contents shall be signed by 2 officers of CERTIS who witnessed the Box being opened and such statement shall be conclusive for all purposes as to the articles found in the Box at the time when the Box was opened. CERTIS shall send a copy of such statement to the Licensee, requesting the Licensee to collect the contents from CERTIS within 10 working days from the date of service of the notice.
- 10.2 CERTIS shall have a lien or charge on the contents of the box for the rent and all sums for which the Licensee may become liable under these terms and conditions, and may at any time and from time to time after the expiration of the said period of 10 working days without further notice to the Licensee sell all or any of the contents of the Box and apply the net proceeds in or towards satisfaction of payment of the fees and all other monies due from the Licensee to CERTIS under the Agreement and these terms and conditions and all costs and expenses incurred for the sale of the contents and the surplus proceeds of sale (if any) shall be retained by CERTIS to the order of the Licensee without any liability on the part of CERTIS for interest. CERTIS shall be at liberty to burn or destroy any or all other contents of the Box with no marketable value and the Licensee's rights after the said period of 10 working days to any or all the contents of the Box shall be extinguished after 06 years of the date of termination of the Agreement.
- 10.3 CERTIS shall not be liable for any loss which may arise from or be occasioned by such sale and pending such sale, CERTIS shall have a lien or charge upon all articles found in the Box for all sums due and owing to CERTIS.
- 10.4 From the time that the Box is opened until all the contents have been disposed of or otherwise collected by the Licensee, CERTIS shall retain custody of the contents at the sole risk of the Licensee. The Licensee shall be charged a fee at double the scale amount for the time being in force or an amount equivalent to all costs incurred by CERTIS in storing or dealing with the contents, whichever is the higher, from the expiry of the 10 working-day notice or the termination notice, as the case may be, until such time as all the contents have been disposed of or until the Licensee removes the same with the 02 Original Keys duly returned to CERTIS.

### **11. INDEMNITY**

The Licensee shall indemnify CERTIS and at all times keep CERTIS fully and completely indemnified against all claims demands actions proceedings losses and expenses including legal costs as between solicitors and own client on a full indemnity basis and all other liabilities of whatsoever nature or description and howsoever arising which may be made taken incurred or suffered by CERTIS in connection with or in any manner arising out of the Agreement these terms and conditions and/or the contents in the Box.

**12. DEATH**

- 12.1 In the event of the death of any of the Licensee and if there is a surviving Licensee, the surviving Licensee complying with such procedures as prescribed by CERTIS may have access to the Box and remove all the contents contained therein. The hiring shall automatically be deemed to be terminated immediately thereafter.
- 12.2 In the event of the death of a sole Licensee or the last surviving Licensee, his legal personal representative(s) may, on production of the Grant of Probate or Letters of Administration and by complying with such procedures as prescribed by CERTIS, have access to the Box and remove all the contents contained therein. The hiring shall automatically be deemed to be terminated immediately thereafter.
- 12.3 CERTIS may at its sole discretion and without being responsible for any loss or damage howsoever caused or arising, permit any person(s) claiming to be entitled to administer the deceased Licensee's estate to open the Box and examine the contents of same prior to the Grant of Probate or Letters of Administration being produced. The permission shall only be granted upon such person(s) complying with such terms and conditions as CERTIS may determine to CERTIS's satisfaction. The examination of the Box shall be strictly restricted to the preparation of an inventory of the contents of the Box and the entire process shall take place in the presence of an officer of CERTIS. No item or content of the Box shall be removed from the Box except for the Licensee's will or testamentary document whereby such person(s) is/are appointed executor(s) of the deceased Licensee's estate, in which event CERTIS shall be allowed to retain a photocopy of such document.

**13. NOTICE**

Where 2 or more persons are included in the term "Licensee", all notices and other correspondences sent to any one of the Licensees shall be deemed to have been duly served on all of them and shall be binding on each and every Licensee.

**14. VARIATION OF TERMS**

- 14.1 CERTIS may at any time at its absolute discretion and upon written notice to the Licensee, change any one or more of these terms and conditions. Such change(s) shall take effect from the date stated in the notice.
- 14.2 If the Licensee does not accept such change(s), the Licensee shall forthwith discontinue the hire of the Box and instruct CERTIS to terminate the Service(s). Where the Licensee continues to hire the Box after such notification, the Licensee shall be deemed to have agreed with and accepted such change(s).
- 14.3 In the event that CERTIS decides in its absolute discretion to discontinue the hiring of Boxes governed by these terms and conditions permanently, CERTIS shall give written notice of such discontinuation to the Licensee. Such discontinuation shall take effect from the date stated in the notice.
- 14.4 The terms of any promotional offers or subscriptions made to any Licensee and/or affecting any category of Box shall only be applicable to such Licensee and/or Box and shall under any circumstances not be transferable or convertible to cash or any other benefits, without the express written agreement of CERTIS.
- 14.5 CERTIS may notify the Licensee of any changes to these terms and conditions by:
  - (i). publishing such changes in the statements of account to be sent to the Licensee;
  - (ii). displaying such changes at CERTIS's premises;
  - (iii). posting such changes on CERTIS's website;
  - (iv). electronic mail or letter;
  - (v). publishing such changes in any newspapers; or
  - (vi). such other means of communication as CERTIS may determine in its absolute discretion.

**15. THIRD PARTY RIGHTS**

A person who is not a party to any agreement governed by these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

**16. GOVERNING LAW**

The Agreement and these terms and conditions shall be governed by and construed in accordance with the laws of Singapore.

**17. DATA PROTECTION**

17.1 During the term of the Agreement, the Licensee may, for the purposes of the transactions and/or activities contemplated or referred to in this Agreement ("Permitted Purposes"), have access to or receive certain Personal Data (as defined below) from CERTIS, or disclose Personal Data to CERTIS. At all times during which the Licensee makes Use of Personal Data (as defined below), the Licensee represents, warrants and undertakes that:

- (1) the Licensee shall comply with the Personal Data Protection Act 2012 (and its regulations) and all applicable data protection, privacy or similar laws and regulations (collectively, "Data Protection Laws") and not, by its act or omission, cause CERTIS to be in violation of any applicable Data Protection Laws;
- (2) in respect of any Personal Data that Licensee will be or is disclosing to CERTIS:
  - (a) with regard to Personal Data of Data Subjects (as defined below), the Licensee would have, prior to disclosing such Personal Data to CERTIS, obtained the appropriate consent from the Data Subjects whose Personal Data are being collected, use, disclosed, shared or processed;
  - (b) permit CERTIS and its related corporations to collect, use, disclose, share and/or process (through related corporations, sub-contractors, relevant third parties or otherwise) the Personal Data for or in connection with the Permitted Purposes;
  - (b) any Personal Data that the Licensee will be or is disclosing to CERTIS are accurate. Further, the Licensee shall give CERTIS notice in writing as soon as reasonably practicable should the Licensee become aware that any such Personal Data has been updated and/or changed after such disclosure; and
  - (c) the Licensee shall give CERTIS notice in writing as soon as reasonably practicable should the Licensee become aware that any Data Subject has withdrawn such consent as set out at sub-Clause 14.1(2)(a). Without prejudice to CERTIS's other rights under law and/or the Agreement, upon the receipt by CERTIS of the said notification, CERTIS shall have the right to discontinue or not provide any Products and/or Services to and/or transactions with the Licensee that are linked to such Personal Data;
- (3) the Licensee shall from time to time as may be reasonably requested by CERTIS, assist CERTIS to comply with the applicable Data Protection Laws, guidelines and/or notices related thereto;

**17. DATA PROTECTION (CONT'D)**

- (4) in respect of any Personal Data which Licensee has access to or receives from CERTIS, the Licensee shall:
  - (a) undertake the Use of Personal Data strictly in accordance with the Permitted Purposes only, and shall not further use, process or disclose Personal Data without the prior written consent of CERTIS;
  - (b) have in place appropriate and reasonable technical and organisational security and data protection measures, which shall at the minimum be compliant with the Data Protection Laws, and to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks to any Personal Data. The Licensee shall immediately give CERTIS notice in writing should it be aware of, or reasonably suspect, that any of the events referred to in this Clause has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
  - (c) keep the Personal Data strictly confidential and shall not disclose Personal Data to any third party (whether within Singapore or otherwise) without CERTIS's prior written consent, save that the Licensee may disclose Personal Data to its employees only on a need-to-know basis and who are accessing and processing such Personal Data for the Permitted Purposes. The Licensee shall ensure that its employees who may receive or have access to any Personal Data are aware of the obligations specified herein and agree to abide by the same. A breach of any of the provisions in this Clause by an employee of the Licensee shall be deemed to be a breach by the Licensee;
  - (d) take all steps to abide by and effect any revocation of consent to any aspect of the Use of Personal Data, upon receiving any notice of such revocation from CERTIS or the Data Subject, or their representatives;
  - (e) promptly do such things or execute such documents at the reasonable request of CERTIS and as determined by CERTIS, in order to facilitate CERTIS's compliance with applicable Data Protection Laws;
  - (f) notwithstanding anything to the contrary, upon the request of CERTIS at any time, to immediately delete or return to CERTIS (at the discretion of CERTIS), all Personal Data, whether in their raw form or in any other form, such that the Licensee no longer retains any Personal Data whatsoever. Upon the request of CERTIS, the Licensee shall certify in writing to CERTIS that the aforesaid has been achieved;
- (5) the Licensee shall indemnify and hold harmless CERTIS and its related corporations (together with their respective officers, employees and agents) (each an "Injured Party") from any losses, damages, liabilities, claims, proceedings, penalties, fines, administrative action, remedies and costs (including full legal costs assessed on a solicitor-client basis) which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including their officers, employees, agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:
  - (a) any breach of any of the provisions in this Clause 14 (including its sub-clauses); and/or
  - (b) any act or omission by the Licensee and/or any of its employees, that causes CERTIS to be in breach of applicable Data Protection Laws.

In the event and to the extent the Data Protection Laws impose stricter obligations than those under the Agreement, the Data Protection Laws shall prevail.

17.2 For the purposes of this Clause 14:

- (a) "Data Protection Laws" shall have the meaning set out in Clause 14.1(1);
- (b) "Data Subject" shall mean a natural person who is the data subject in respect of any Personal Data;
- (c) "Permitted Purposes" shall have the meaning set out in Clause 14.1;
- (d) "Personal Data" shall mean data, or information (including, without limitation, any information in the form of text, images, video, audio, multimedia and electronic form) which is protected under applicable Data Protection Laws, and at the minimum, mean any information in any form (whether true or not) that may be used to identify, or lead to the identification of, an individual natural person, whether living or deceased;
- (e) "Use of Personal Data" shall mean the collecting, storing, using, processing, disclosing, transferring, transmitting, and/or otherwise handling by any other means of any Personal Data.

17.3 Where the Licensee fails to provide Personal Data that CERTIS requests or the Licensee withholds or withdraws any consents to Use of Personal Data which CERTIS may need for the Permitted Purposes, CERTIS may be unable to provide all or part of the Products and/or Services to the Licensee, and CERTIS reserves the right in such event to terminate the Agreement with immediate effect and without any liability whatsoever.

17.4 Nothing herein shall oblige CERTIS to disclose any information to the Licensee if CERTIS of the view that to do so would be a breach of the Data Protection Laws.

17.5 CERTIS reserves the right to sub-contract, novate or assign any of its rights or obligations under the Agreement. In doing so, CERTIS may transfer Personal Data to any of the CERTIS Group of Companies or third party who is bound by appropriate confidentiality obligations and undertakes Use of Personal Data for the Permitted Purposes, according to the applicable Data Protection Laws.

**I/We have read and understood the terms and conditions. I/We affirm the said terms & conditions and agree to abide and be bound by the matters herein.**

1 <sup>st</sup> Licensee's Name & Signature	Witnessed by CERTIS Staff
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