

## **Personal Data Privacy Policy Statement**

The Company is committed to protecting the privacy, confidentiality and security of the personal information it holds by complying with the requirements of Personal Data (Privacy) Ordinance (cap. 486) (the “PDPO”) with respect to the management of personal information. The Company is equally committed to ensuring that all its employees and/or agents uphold these obligations.

Security is of top priority. The Company will strive at all times to ensure that your personal data will be protected against unauthorized and/or accidental access, processing or erasure. The Company maintains this commitment to data security by implementing appropriate measures to safeguard and secure your personal data. All practical steps will be taken to ensure that personal data will not be kept longer than necessary and that the Company will comply with all statutory and regulatory requirements in the Hong Kong Special Administrative Region concerning the retention of personally identifiable information.

## **Personal Information Collection Statement**

This Personal Information Collection Statement sets out the purposes for which the personal information provided by you will be used, what you are agreeing to with respect to the Company’s use of your personal information and your rights under the PDPO.

## **Collection of Data**

By entering into the Licence Agreement, you will be asked to provide personal information including name, contact details and information in relation to your identification document. You and the Authorised Person (“AP”) (if any) will also be required to provide the Company with your and his/her fingerprints and/or facial recognition data and/or photos. Failure to complete the mandatory fields in the Licence Agreement and/or provide the requisite personal data of you and/or the AP (if any), including fingerprints and/or facial recognition data and/or photos, will mean that the Company is unable to enter into the Licence Agreement and grant you the use of the Unit and/or provide or continue to provide any services to you under the Licence Agreement.

You shall be aware that by signing/entering into the Licence Agreement, you acknowledge and accept that:

- CCTV cameras are installed in the Premises (front and back doors of the secured storage area, storage room hallways, storage lobby door, lobby area and each door of storage room and a camera in each storage room) for management, security and surveillance purposes. Notices are posted to inform the Licensee that CCTV surveillance cameras are in operation. Recorded images will be stored for at least 30 days. The storage, access and retrieval of CCTV records are subject to and regulated by procedures and guidelines in compliance with the personal data protection principles;
- access to the Unit may be effected by fingerprints or pass codes or facial recognition data.

## **Information gathered from your use of the Company’s mobile apps (the “Apps”)**

When you use the Apps they may collect certain information automatically, such as the type of mobile device you are using, the device ID, IP address, MAC address, IMEI number (a number unique to your device) and information about your use of the Apps. Where possible, unique identifiers are anonymised and at no time does the Company attempt to identify you as an individual.

## **Using your information gathered from your use of the Apps**

Any personally identifiable information that you and the AP (if any) give to the Company will only be used for the purpose(s) for which it was supplied.

Automatically gathered information is used to enable the Company to provide you with a better service by helping the Company to

understand how the Apps are used and by reporting any technical problems to the Company (anonymously). To better understand how the Apps are used, the Company may use the services of another company to provide the Company with anonymous statistical information about your use of the Apps.

### **Purpose and Use of Data**

Personal data collected is used for:

- processing, assessing and determining any applications or requests made by you and the AP (if any) for services provided by the Company;
- communicating with you in relation to the services provided under the Licence Agreement;
- offering and providing services to you from time to time, and administering, maintaining, managing and operating such services;
- any purposes in connection with any claims made by or against or otherwise involving you in respect of any services provided by the Company including, without limitation, making, defending, analysing, investigating, processing, assessing, determining or responding to such claims;
- performing any functions and activities related to the services provided by the Company;
- designing services for customers, and promoting, improving and furthering the provision of services by the Company ;
- matching any data held by the Company relating to you (or the AP) from time to time for any of the purposes listed in this statement (whether or not with a view to taking any adverse action against you or the AP);
- making disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines binding on the Company;
- exercising any rights the Company may have in connection with the provision to you of services from time to time;
- conducting identity checks;
- enabling an actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
- marketing services, products and other subjects (please see the paragraph entitled "Use of Data in Direct Marketing" below"); and
- any purposes relating to the above or any other purposes in accordance with the Company's general policies as set out in the Terms or Rules made available by the Company to you from time to time.

### **Transfer of Data**

Data held by the Company will be kept confidential but the Company may provide such data inside or outside the Hong Kong Special Administrative Region to the following parties for any of the purposes set out above:

- any of the Company's associated companies for the purposes specified above;
- any person in connection with any claims made by or against or otherwise involving you in respect of any products and/or services provided by the Company;
- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, data processing or storage, or other services to the Company in connection with the operation of its business;
- any person under a duty of confidentiality to the Company which has undertaken to keep such data confidential;
- any actual or proposed assignee, transferee, participant or sub-participant of the Company's rights or business; and
- any person to whom the Company is under an obligation to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines binding on the Company or its affiliates including, without limitation, any

applicable regulators, governmental bodies (including the Airport Authority Hong Kong), or industry recognised bodies, and where otherwise required by law.

### **Use of Data in Direct Marketing**

Unless you have exercised your opt-out right by ticking the appropriate box on the Licence Agreement, the Company shall only be using your name and contact details for conducting direct marketing and delivering information that you may be interested in. The Company also intends to, and in this regard you consent to, transfer and provide the abovementioned information to associated companies of the Company for the said purpose. At any time during the Licence Period, if you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you may exercise your opt-out right at any time and without charge by giving the Company notification in writing.

### **Your Rights under the Personal Data (Privacy) Ordinance**

Under and in accordance with the terms of the PDPO, you have the following rights:

- i. to check whether the Company holds data relating to you and to access such data,
- ii. to require the Company to correct any data relating to you which is inaccurate,
- iii. to ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company, and
- iv. to request the Company not to use your data for direct marketing purposes.

Any data access request or data correction request may be made in writing to the Company by fax at 2286 0998 or by post at Shop 102B, 1/F, 9 Cheong Tat Road, Hong Kong International Airport, Chek Lap Kok, Hong Kong.

In accordance with the provisions of the PDPO, the Company has the right to charge a reasonable fee for processing any data access request.

### **Note:**

- (1) Nothing in this statement shall limit your rights under the PDPO.
- (2) In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

If you have any questions about the Company's privacy policy and practice, please contact the Company in writing by fax at 2286 0998 or by post at Shop 102B, 1/F, 9 Cheong Tat Road, Hong Kong International Airport, Chek Lap Kok, Hong Kong.

## **Terms and Conditions (the "Terms")**

Unless the contrary intention appears, words importing the masculine gender hereinbelow shall include the feminine and neuter genders, and words in the singular shall include the plural and vice versa

### **1. Licence**

- 1.1 The Licence granted under the Licence Agreement (the "Licence") is personal to the Licensee and subject to clause 1.2 below, only the Licensee can exercise his rights under the Licence Agreement.
- 1.2 The Licensee may at any time during the duration of this Licence appoint a person to be his authorized person (the "AP") to exercise the rights of the Licensee under the License Agreement subject to the discretion of the Company to refuse the Licensee to do so and PROVIDED ALWAYS that the Licensee shall have first completed the registration process of such appointment in person together with the AP at the Company's office premises. In such event, the Licensee is and will be solely responsible for any acts done or otherwise to be done by the AP and is liable for all such acts or omissions to the Company and to other users of the premises at which the Unit is located or co-located with other units in the vicinity for other licensees (the "Premises") as if such acts or omissions were the Licensee's own acts or omissions and the Licensee warrants and undertakes that the AP shall at all times adhere to and be bound by the Terms.
- 1.3 The Company has the sole and exclusive right from time to time to set, vary, modify or supplement any rules, regulations and/or manuals (including but not limited to operation manuals as to the use or intended use of any facilities/services to be provided by the Company hereunder) (collectively the "Rules & Manuals") so as to regulate and/or monitor the acts and/or conduct of any persons in, at or in the vicinity of the Unit and/or the Premises and/or the access hours to the Unit and/or the Premises and/or the general management and security of the Unit and/or the Premises. The Licensee (including the AP, if any) agrees to comply with and follow the Rules & Manuals at all times.
- 1.4 The Company has the right to refuse the Licensee or the AP (if any) from accessing the Premises and/or the Unit and/or exercising his rights under Clause 4, if any of the Terms and/or Rules & Manuals and/or provisions in the Licence Agreement have not been observed or complied with by the Licensee and/or the AP (if any).
- 1.5 If in the Company's opinion there is an emergency, the Company shall have the right to refuse the Licensee's and/or the AP's entry onto the Premises and suspend access to the Unit at any time and may require anyone for the time being in the Premises to leave there immediately.

### **2. Unit**

- 2.1 By entering into the Licence Agreement, the Licensee confirms that he is satisfied as to its suitability for the purpose of storage of the Contents including but not limited to the Unit's location and/or volume and/or area and/or size and/or conditions including, in particular, with regard to safety and security. References to the size and/or description of the Unit are approximations provided by the Company only and the Company accepts no responsibility for their accuracy.
- 2.2 The Company reserves the right to require the Licensee to use an alternate unit of similar size in place of the Unit currently used by the Licensee by giving the Licensee not less than 14 calendar days' notice. The Licensee shall within such period move the Contents to the alternate unit offered by the Company. If the Licensee fails to do so, the Company may at any time after the expiry of the said 14 day period exercise the access rights under Clause 4.4. In the event the Company determines (in its sole opinion) that there is an emergency warranting the removal of the Contents to an alternate unit, the Company may do so without the need to give any prior notice of removal to the Licensee. In either case, the Licensee is deemed to have so authorized the Company to relocate the Contents to an alternate unit whereupon the Licence Agreement shall continue to apply with respect to the alternate unit and references to the Unit shall be taken to be references to such alternate unit. Any and all costs/expenses incurred by the Company for effecting the removal/relocation of the Contents in case it has given notice to the Licensee and the Licensee has failed to so remove/relocate the Contents may, at the Company'

sole and absolute discretion, be recoverable as a debt payable by the Licensee to the Company (the "Debt"). The Licensee agrees that the Company is entitled to exercise this right at its sole and absolute discretion at any time as provided above without giving any reasons to the Licensee and the Company shall assume no responsibility/liability to the Licensee in relation to any loss and/or damage that may arise out of such relocation and/or removal.

2.3 Unless otherwise expressly stated in the Licence Agreement, the Company makes no warranty as to the temperature or humidity or suitability of the Unit and/or of the Premises and/or as to the absence of insect infestation, rats, or damp in the Unit and/or the Premises. Any loss and/or damage to the Contents arising from natural deterioration, humidity, rats, damp, infestation is entirely at the Licensee's risks and the Company assumes no responsibility.

### **3. The Licensee's Obligations**

3.1 The Licensee must, and in case he has appointed an AP in accordance with clause 1.2 above, procure that the AP must:

- (a) inform the Company immediately of any damage or defects to the Unit;
- (b) comply with the Company's reasonable directions and those of its employees, agents and contractors at the Unit and/or the Premises;
- (c) comply with the Rules & Manuals as they may be updated from time to time;
- (d) use reasonable care whilst at the Unit and/or the Premises;
- (e) upon request provide the Company with an inventory of the Contents within 7 calendar days of the request;
- (f) take reasonable care of (and must not cause any change to) the Unit and/or the Premises and/or any equipment installed and/or provided by the Company for use for the Licensee or other licensee(s) of the Premises; and
- (g) comply with any and all Hong Kong ordinances, regulations, by-laws, court orders and government and administrative guidelines as are or may be applicable to the use of the Premises and/or the Unit, including any laws and guidelines relating to how the Contents must be stored and/or handled (the "Laws").

3.2 The Licensee must not, and in case he has appointed an AP in accordance with clause 1.2 above, procure that the AP must not :

- (a) assign, transfer or sub-license the Unit to another party;
- (b) do anything on the Premises which may cause nuisance to the Company and/or other customers and/or any other person(s) on the Premises;
- (c) do anything which may invalidate the Company's insurance policies (if any) and/or those of the other customers, or increase the premiums payable on them;
- (d) connect or provide any utilities to the Unit, unless authorised in advance in writing by the Company;
- (e) leave anything on the Premises other than in the Unit;
- (f) block or obstruct or cause undue hindrance in any passageway, stairway, aisle, service area or other part of the Premises;
- (g) decorate the Unit (including spraying paint) or do any mechanical work on the Unit;
- (h) where the Unit is a storage room as specified in the Licence Agreement (the "Storage Room"), use the Unit as an office or living accommodation or as a home or business address;
- (i) use the Unit or any part thereof for illegal or immoral purposes;
- (j) use the Premises or the Unit as mail or shipping address or postbox for receiving or sending mails, parcels or packages;
- (k) attach anything to the Unit (internally or externally) and/or make any alteration to the Unit;
- (l) allow any liquid, substance, smell or odour to be released from the Unit;
- (m) allow any noise or vibration to emanate from and/or to leave the Unit;
- (n) damage the Unit, any other units, or the Premises; and
- (o) do or store anything or permit to be done or stored anything to and in the Unit and/or the Premises which may cause

hazard and/or damage and/or loss to other licensees of the units offered by the Company in the Premises.

3.3 The Licensee warrants that:

- (a) he is the sole legal and beneficial owner of the Contents, or the authorised agent of the owner of the Contents (in which case the Licensee accepts the Terms both as the Licensee and as agent on behalf of the owner);
- (b) the Contents are not in breach of any customs regulations;
- (c) the Contents have been properly and sufficiently prepared and packed for storage; and
- (d) the Contents are of a sufficient size and/or weight as to be suitably stored in the Unit chosen by the Licensee and will not by reason of such storage be a hazard to and/or cause loss/damage to other licensees of units offered by the Company in the Premises.

3.4 The Licensee undertakes not to use the Unit for any illegal or unlawful purpose or for the storage of any Prohibited Items or Contents prohibited from being stored in the Unit under this Clause and/or under the Laws and procures that the AP shall at all times comply with and adhere to this Clause. The Licensee undertakes to keep the Company fully indemnified against all actions, proceedings, claims, damages, losses and costs which the Company may suffer, incur or sustain by reason or as a result or in consequence of any dispute as to the ownership or rights of possession of the Contents and/or any breach on the Licensee's part (or on the part of the AP, if any) of this provision or any other Terms or the Rules & Manuals.

3.5 The Licensee shall be solely responsible for ensuring that the Unit is not left open and/or unattended and is locked and re-locked as and when the Licensee and/or the AP (if any) shall have completed his access to the Unit. The Company accepts no responsibility for locking or re-locking the Unit or checking that the Unit is locked or re-locked other than normal maintenance of the security systems of the Units generally in the Premises.

3.6 The Licensee (and the AP if any) shall be solely responsible for ensuring that all personal belongings brought to the Premises are not left unattended at all times.

3.7 The Licensee shall not reveal, share or provide his account information, security details or password, if any, in relation to the Unit to the Premises to anyone, other than the AP (if any) referred to in Clause 1.2. If the Licensee does so, it is at the Licensee's own risks (irrespective of whether or not such person is the Company's employees, agents or contractors). The Company accepts no responsibility or liability for any unauthorized access to the Unit by any such person (irrespective of whether or not such person is the Company's employees, agents or contractors) having acquired such information from the Licensee and any such person is deemed to be acting as the Licensee's agent.

3.8 The Licensee shall not (and shall procure that the AP shall not) under any circumstances whatsoever store and/or leave and/or permit to be stored and/or left in the Unit and/or the Premises any of the following items:

- (a) combustible or flammable materials or liquids (including but not limited to gas, paint, petrol, oil or cleaning solvents, or saltpeter);
- (b) gunpowder, firearms, explosives, weapons or ammunitions;
- (c) chemicals, radioactive materials, biological agents;
- (d) toxic waste, asbestos, pollutants or other materials of a potentially hazardous nature;
- (e) any item which may be or become a nuisance or annoyance to the Company or users of other units or the Premises;
- (f) any illegal substances, Contents illegally obtained, including any illicit, counterfeited or smuggled items or strategic commodities;
- (g) any other hazardous or dangerous materials the storage of which is subject to control by Law;
- (h) bone ash or columbaria;
- (i) food or perishable goods;
- (j) birds, fish, animals or any other creatures, organisms or plants, whether living or not;

- (k) compressed gases or corrosive materials;
  - (l) in case the Unit is a cabinet, any items to be stored therein exceeding the weight normally expected of items to be stored and in no event exceeding 50kg; and
  - (m) any other items and/or goods the storage of which is or may be against the Law (together the "Prohibited Items").
- 3.9 The list of the Prohibited Items set out above is not meant to be exhaustive and the Company has the sole and absolute discretion to make such additions to the said list (the "Additions") as it shall consider fit by giving at least 7 calendar days' written notice to the Licensee specifically or to the licensees of the units in the Premises generally by posting such notice in or on the Premises whereupon for all intent and purposes, the Additions shall be deemed to form part of the Prohibited Items.
- 3.10 If the Licensee (and/or the AP) stores and/or leaves in the Unit any of the Prohibited Items, the Company shall (in its sole and absolute discretion) be entitled to either require the Licensee to collect and/or remove and/or dispose the Prohibited Items within 2 calendar days upon receipt of the Company's written notice or to notify the relevant authorities as to the existence of the Prohibited Items and to seek their guidance/direction as to how such Prohibited Items are to be dealt with. If the Company has given the Licensee notice to remove the Prohibited Items and if the Licensee shall fail to collect and/or remove and/or dispose the Prohibited Items as required by the Company, the Company reserves the right to effect such removal and/or discard and/or dispose of the same without having to give any further notice to the Licensee. The Company shall not be liable for any losses and/or damages suffered or to be suffered by the Licensee as a result of the Company exercising its rights under this Clause, and any costs or expenses incurred by the Company shall be recoverable as a Debt from the Licensee.
- 3.11 The rights of the Licensee (and/or the AP (if any)) to use the Unit are in common with the Company and all others authorised by the Company. Nothing in the Terms or in the Licence Agreement shall grant or may be considered/deemed to have granted to the Licensee (and/or the AP (if any)) any tenancy or exclusive possession of the Unit or the Premises or create any interest in land in respect of the space and area occupied by the Unit or the Premises.
- 3.12 The Licensee must permit and is deemed to so permit the Company, its employees, agents and contractors to enter and access the Unit in exercise of its rights under the Terms. The Licensee must not alter or temper with the lock installed by the Company on the Unit or install any additional locking device or do any other acts so as to hinder, deny or prevent the Company or its employees, agents or contractors from exercising rights to gain access to, entry into, possession and control of the Unit or any other units or the Premises.
- 3.13 The Licensee and/or the AP (if any) must not do any act or thing which would be in or which might amount to a breach of any Laws or covenants affecting the Unit or any other units or the Premises (including those arising from any government grant, conditions of sale, deed of mutual covenants and management agreement, tenancies or leases affecting the same).

#### **4. The Company's Access Rights**

- 4.1 The Company retains the right to access the Unit at any time for any purpose, including but not limited to:
- (a) exercising its rights under Clauses 1.3 and/or 2.2 and/or 3.10 and/or 3.12 and/or 4.4 and/or 8.1 and/or 9.2;
  - (b) carrying out maintenance, repairs and alterations work;
  - (c) conducting inspection if the Company reasonably suspects or believes that the Unit contains any Prohibited Items;
  - (d) ascertaining whether action needs to be taken to prevent injuries or damage to persons or property;
  - (e) allowing access if so requested by the police, customs and excise, the fire brigade or any other government department (including the Airport Authority Hong Kong), or to another person pursuant to a court order; and
  - (f) ensuring compliance with the Terms and/or Rules & Manuals.

- 4.2 If the Company wishes to effect any repair in any part of the Premises where the Unit is or, if the Unit is a cabinet as specified in the Licence Agreement (the "Cabinet"), to change the physical location and/or designation of the Cabinet without having to open it, the Company will be at liberty without further notice to or consent from the Licensee to have such Cabinet removed to other part of the Company's Premises or alternatively to terminate the licensing of such Cabinet under the Licence Agreement by giving the Licensee not less than one month's prior written notice, in which case the Company will refund to the Licensee a proportionate part of the Licence Fee already paid to the Company for the unexpired Licence Period. If the Licensee fails to surrender the Unit to the Company at the expiration of the notice, the Company will be at liberty to effect the removal of the Contents without any further notice, in addition to and apart from the Company's rights under Clause 4.3, and all costs/expenses incurred by the Company shall be recoverable from the Licensee as a Debt.
- 4.3 If the Company suspects that the Unit contains any Prohibited Items under Clause 3 as aforesaid or is being used for any unlawful purpose or otherwise in contravention of any of the Terms and/or any of the Rules & Manuals and/or any Laws or when the licensing of the Unit is terminated for any reason whatsoever (save where the termination is by reason of the expiry of the Licence Period), or in exercise of the Company's rights under Clause 2.2, the Company may require the Licensee to open the Unit for inspection and/or remove any of the Contents by giving the Licensee not less than 2 (two) calendar day's written notice.
- 4.4 Pursuant to Clause 4.3, if the Licensee fails to open the Unit and/or remove the Contents within 2 calendar days upon receipt of the Company's written notice, the Company has the right, without any further notice, to have the Unit broken open and to have its Contents dealt with or disposed of at the Licensee's risks and costs in such manner as the Company may in its sole and absolute discretion think fit. The Company will not be responsible for any damages or losses which the Licensee may suffer or sustain by reason or as a result or in consequence of any action so taken by the Company. For the purpose of breaking open the Unit and/or disposing of its Contents, the Company may, but is not bound to, employ the services of a notary public, solicitor, auctioneer and/or other agents, contractors or workmen whatsoever. The Licensee shall be responsible for all the costs and/or expenses to be incurred by the Company in carrying out the said breaking dealing and disposal operations, which shall include all disbursements to be paid by the Company for the services of a solicitor or notary public and auctioneer and other parties whatsoever, and any and all such costs and/or expenses shall be recoverable by the Company from the Licensee as a Debt.

## **5. Liability of the Company**

- 5.1 The Licensee fully acknowledges and agrees that the Company is not in any way obliged to take out any insurance coverage in respect of the Contents against any risks. The Licensee therefore fully acknowledges, agrees and accepts that he has the sole responsibility to arrange adequate insurance coverage to provide cover for the Contents at all times during the Licence Period for and in such amounts and against such risks as the Licensee considers appropriate.
- 5.2 The Licensee hereby waives any rights of subrogation and procures that his policy of insurance shall contain waiver of any rights of subrogation against the Company and/or its affiliates (including but not limited to the owner and/or operator and/or manager of the Regal Airport Hotel) and/or any of its agents, employees, or anyone for whom the Company may be responsible, for any loss or damage to persons or property, even if such loss or damage shall have been caused by the fault or negligence of the Company. However, this waiver shall not adversely affect or impair any insurance policies or prejudice the rights of the Licensee to recover thereunder. Upon request, the Licensee shall provide an endorsement from the Licensee's insurer that any right of subrogation is waived as against the Company and/or its affiliates as aforesaid and that such waiver will not impair the Licensee's insurance.
- 5.3 Unless due to the wilful default, fraud or dishonesty on the part of the Company or any of the Company's employees, contractors or authorized agents acting in the course of its employment or appointment and only to the extent of direct and

reasonably foreseeable losses and damages (if any) arising directly and solely therefrom, the Company does not assume any liability or responsibility to the Licensee for any loss of or damage to the Contents, and in no event shall the Company, its affiliates or any of their directors, employees or agents be liable to the Licensee, whether in an action based on a contract, obligation, tort (including without limitation negligence), collaterally or arising from any statutory duty, pre-contract or other representations, or otherwise, however arising, for any economic losses (including, without limitation, loss of revenues, profits, contracts, business goodwill or anticipated savings) or any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use or intended use of any facilities/services to be provided by the Company hereunder. In addition, the Company has no liability for any loss, damage, costs, expenses or other claims for compensation arising from any material, documents, data, information or instructions supplied by the Licensee or on his behalf which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from any other act or omission by the Licensee (including without limitation, any failure to comply with any of the Licensee's responsibilities or obligations under this Agreement). The Company will have no liability to the Licensee where it is unable to perform its obligations a result of any of such causes. The Company shall not be liable for any loss of contracts, sales, turnover, goodwill, opportunity, reputation, business, profits, revenue, anticipated savings or any other economic loss (regardless of whether any of these losses or damages are direct, indirect or consequential) or any indirect, consequential or special losses in each case regardless of how they arise.

- 5.4 Nothing in the Licence Agreement will limit or exclude any liability of a party to the Licence Agreement to the other for death or personal injury resulting from negligence, fraud or fraudulent misrepresentations made by the first mentioned party.
- 5.5 Each of the provisions in these Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid and unenforceable in any respect under the Laws, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## **6. Termination of the Licence Agreement**

- 6.1 The Licence Agreement shall be deemed to have automatically been determined upon the expiry of the Licence Period unless it has been renewed in accordance with the Terms.
- 6.2 The Licensee may cancel or discontinue the Licence at any time before expiry of the Licence Period by providing the Company with a written notice. Where the Licence Period is less than 1 calendar month, the cancellation or discontinuation will be effective on the 1<sup>st</sup> calendar day immediately after receipt of the said written notice; and where the Licence Period is more than 1 calendar month, the cancellation or discontinuation will be effective on the 7<sup>th</sup> calendar day immediately after receipt of the said written notice. In each case, the Licensee shall not be entitled to any refund of the Licence Fee already paid or any part thereof in respect of the unexpired duration of the Licence Period.
- 6.3 The Company may effect early termination of the Licence Agreement in the manner stipulated in Clause 4.2 and/or 11.6.
- 6.4 Notwithstanding anything contained herein to the contrary, the Company may without giving any reason terminate the Licence by giving the Licensee one month's prior written notice, in which case the Licensee shall (if the Unit is vacated and surrendered to the Company in accordance with the Terms) be entitled to a refund of a proportionate part of the Licence Fee already paid in respect of the unexpired Licence Period.

## **7. Licence Renewal**

At any time prior to the expiration of the Licence Period, the Licensee may, if he so wishes, make a request to the Company (either by sending an email to the Company at its designated email address as set out below or by making use of the Company's mobile apps specifically created for such purpose) to extend and/or renew the Licence Agreement for such further period as shall be agreed between the Company and the Licensee and subject to availability of the Unit in accordance with the procedures/manner as prescribed in the applicable Rules and/or Manuals. Unless otherwise indicated in the Rules and/or

Manuals, any such renewal of the Licence will always be deemed to be governed by the same Terms as the Licence Agreement. For the avoidance of doubt, the Company shall have the absolute discretion to decide whether or not to renew the Licence Agreement for a further period and unless and until the Company confirms in writing to the Licensee its agreement to renew (whether by means of sending an email reply to the Licensee at his designated email address as set out in the Licence Agreement or making use of the said Company's mobile apps), the Licence Agreement shall not be treated as having been renewed.

## **8. Effect of Termination and Expiry of the Licence Agreement**

- 8.1 The Licensee must vacate and surrender to the Company the Unit free of any Contents and in a clean and tidy condition on the last day of the Licence Period, or, if the Licence Period is terminated pursuant to Clause 6, the last day of the early terminated Licence Period unless the Licence Agreement has been renewed in accordance with Clause 7 above. Where the Licence Agreement has been determined, the Licensee is deemed to have authorized the Company to enter into and/or open and/or inspect the Unit forthwith upon its termination to ascertain whether or not the Licensee has complied with his obligation to vacate and surrender the Unit to the Company in a clean and tidy condition. In the event the Licensee fails to so vacate and surrender the Unit, the Company has the right to access the Unit and remove and hold onto the Contents on behalf of the Licensee and charge the Licensee either the Cabinet Rate or the Room Rate as specified in the Licence Agreement for each day (or part of a day) of the Licensee's continued use of the Unit. The Licensee shall be responsible for all the Company's costs and/or expenses in accessing the Unit, and removing and holding onto the Contents. Such costs and/or expenses and/or Cabinet Rate and/or Room Rate shall be payable on demand and recoverable from the Licensee as a Debt.
- 8.2 If the Licensee fails to collect the Contents held onto and kept by the Company within 30 calendar days after the Licence Period is expired or terminated pursuant to Clause 6, the Company may in its sole discretion exercise its rights under Clause 9 or continue to charge the Licensee, in case the Unit is a cabinet, the Cabinet Rate as specified in the Licence Agreement; and in case the Unit is a storage room, the Room Rate also as specified in the Licence Agreement. If the Company so charges, the Cabinet Rate and/or the Room Rate (if applicable) shall be payable on demand and recoverable from the Licensee as a Debt.
- 8.3 The Company shall not be liable for any loss and/or damage suffered or to be suffered by the Licensee in exercise of its right under this Clause.

## **9. The Company's Right over the Contents**

- 9.1 This Clause only applies pursuant to Clause 8.2. In exercising its right under this Clause, the Company shall not be deemed to be acting as trustee, and shall not be under any duty to obtain the best or a reasonable price for the Contents.
- 9.2 Unless otherwise agreed with the Licensee under Clause 9.6, and without prejudice to any other rights of the Company, the Company shall be entitled to:-
- (a) access and/or break into the Unit; and/or
  - (b) remove the Contents out of the Unit; and/or
  - (c) keep and hold onto the Contents; and/or
  - (d) discard the Contents; and/or
  - (e) sell the Contents without any further notice to the Licensee (the "Sale").
- 9.3 Proceeds received from the Sale will be applied firstly in payment of the costs incurred by the Company in the Sale (including but not limited to any legal and administration costs) and secondly in satisfaction of the Debt. The Licensee shall make good the deficiency, if any, which shall be treated as a Debt, when called upon to do so by the Company.
- 9.4 Any balance of the Sale will be held by the Company on behalf of the Licensee. Interest shall not accrue on any such balance. If the Licensee fails to collect the balance from the Company within 60 calendar days upon receipt of the Company's written notice, such balance shall be deemed to have been foregone/abandoned by the Licensee and the Company shall be entitled

to handle the same in such manner as it shall deem fit.

- 9.5 The Company is not liable for any loss and/or damage suffered or to be suffered by the Licensee in exercising its rights under this Clause.
- 9.6 If the Licensee has fully paid the Debt before the Sale, the Company may, if it so agrees with the Licensee, release the Contents of the Unit or any part thereof to the Licensee, and a confirmation or receipt or acknowledgement thereof in whatever form signed by the Licensee upon collection of the said Contents shall:
- (a) fully discharge the Company of and from all responsibilities and/or liabilities;
  - (b) effectively release the Company from all actions, suits, proceedings, accounts, claims and demands whatsoever which may be laid against the Company for or on account of or in relation to the Terms or the Contents removed from the Unit or any act cause matter or thing in connection therewith; and
  - (c) be conclusive evidence of the discharge and release as aforesaid.

#### **10. Matters beyond the control of the Company**

The Licensee acknowledges and agrees that the Company shall use reasonable skill and due care in performing and providing the services/facilities under the Licence Agreement and maintaining necessary operations for such purposes. Sometimes the Company may not be able to perform/provide such services/facilities or its performance is hindered or delayed due to circumstances beyond the Company's control or reasonable control. For the avoidance of doubt, these circumstances may include, but are not limited to, acts of God, riots, war, civil commotion, malicious damage, industrial action, labour dispute, cut or failure of power, equipment, systems or software, failure or breakdown of plant or machinery (including equipment, vehicles, intranet/internet connectivity or the acts or omissions of third parties outside our control), fire, flood, storm or other adverse weather conditions, siege, act of terrorism, police alert, compliance with any law or governmental or court order, ruling, regulation, instruction, direction or statutory obligations, or any resulting precautionary measures taken or the outcome of it if this prevents the Company from performing/providing its services/facilities. If the Company's failure or delay in the performance/provision of any of its services/facilities under the Licence Agreement is due to any of these circumstances arising at any time during the Licence Period, the Company will not be responsible and/or liable to the Licensee.

#### **11. Collection, Use and Sharing of Licensee Information**

- 11.1 The Company may collect, use and share the personal data, including biometric data, of the Licensee (the "Licensee Information") in accordance with the Licence Agreement. Licensee Information may be requested by the Company and may be collected from the Licensee directly, from a person acting on behalf of the Licensee (including the AP), from other sources (including from publicly available information), and it may be generated or combined with other information available to the Company.
- 11.2 Licensee Information will only be disclosed in situations as specified in the Licence Agreement and where the disclosure is made with the Licensee's consent and it is disclosed as set out in this Clause.
- 11.3 The Company may use, transfer and disclose Licensee Information in connection with the purposes set out in the Licence Agreement (collectively referred to as the "Purposes").
- 11.4 The Licensee agrees to inform the Company promptly and in any event, within 14 calendar days in writing if there are any changes to Licensee Information supplied to the Company from time to time, and to respond promptly to any request for Licensee information as may be made by the Company.
- 11.5 The Licensee consents and shall take such steps as are required from time to time for the Purposes of any applicable data protection law or secrecy law to permit the Company to use, store, disclose, process and transfer all Licensee Information in the manner described in the Licence Agreement. The Licensee agrees to inform the Company promptly in writing if he is not able or has failed to comply with its obligations under this Clause in any respect.

11.6 Where the Licensee fails to provide promptly the information reasonably requested by the Company, or the Licensee withholds or withdraws any consents that the Company may need to process, transfer or disclose the information for the Purposes (except for purposes connected with marketing or promoting services and/or products to the Licensee), or the Company has suspicions regarding breach of Laws, the Company reserves the right to terminate the Licence Agreement forthwith without any prior notice and/or compensation and/or refund of balance of Licence Fee (if any) to the Licensee.

## **12. Amendments and Invalidity**

12.1 The Company shall be entitled to revise the Terms and/or introduce additional terms and conditions at any time and from time to time by giving notice in writing to the Licensee. The revision and/or addition concerned shall be effective on the 7<sup>th</sup> day after the Company has given notice by any means as provided in Clause 14. The revisions and additions to the Terms shall be deemed to be accepted by, and become binding on, the Licensee if the Licensee continues to use the Unit after the revisions and/or additions take effect.

12.2 If any provision or part of a provision of the Terms and/or the Rules & Manuals shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of the Terms and/or the Rules & Manuals, all of which shall remain in full force and effect.

## **13. Assignment and Exclusion of Third Party Rights**

The Company may at any time assign its rights, interests or benefits of the Licence Agreement to the fullest extent permitted by the law. The Licensee has no right to transfer or assign any of his rights, interests, benefits or obligations under the Licence Agreement. Subject to the above provisions, no person other than the Licensee and the Company shall have the right to enforce any Terms and all rights conferred upon third parties by reason of any statutory provisions in Hong Kong in force at any time during the Licence Period shall be excluded.

## **14. Notice**

14.1 All notices from the Company shall be given in writing. Unless otherwise expressly stated in the Terms, any notice from the Company shall be taken as delivered, served on or given to the Licensee if delivered by hand, sent by prepaid ordinary post to the Licensee's address on the Company's records, sent by email or posted on the website of the Company.

14.2 The Licensee's address set out in the Licence Agreement shall be his address on the Company's records for the time being unless the Company has received written notice signed by the Licensee of its new address for this purpose. Any notice to be given under the Licence Agreement shall be deemed to have been duly delivered, served on or given, if delivered by hand, on the day of delivery and, if sent by post, 2 calendar days after posting and, if sent by email, the day on which such email was sent or, if posted on the Company's website, the 2<sup>nd</sup> day after such notice has been so posted.

14.3 All documents, notices and other information which the Licensee may issue or which the Licensee is required to provide from time to time must, save as otherwise expressly provided for in the Terms, be sent to the Company's address for the time being. All such documents, notices and other information shall be deemed to have been duly served on the date of the Company's actual receipt of the same.

## **15. Miscellaneous**

15.1 The Licensee agrees that in the construction and interpretation of the Licence Agreement including the Terms, the English text prevails and the Chinese version is provided for the Licensee's information only and is not intended to have any legal effect.

15.2 The Licensee agrees that in case there is any inconsistency between the Terms and the Rules & Manuals, the Terms shall prevail.

15.3 The Licence Agreement together with the Terms represent and constitute the entire agreement between the Company and the Licensee with respect to all subject matters herein and supersedes any previous expression of intent undertaking or agreement

with respect thereto.

**16. Governing Law**

The Licence Agreement including the Terms and the Rules & Manuals shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region ("Hong Kong"). The parties to the Licence Agreement hereby submit to the exclusive jurisdiction of the courts in Hong Kong for the purpose of enforcing any claim arising under the Licence Agreement.