

Terms and conditions

1. INTRODUCTION

The services provided by LOCKY VENICE by Adriatica GP SRLS are governed by these "Terms and conditions of service".

The "Terms and conditions of service" established by LOCKY VENICE of Adriatica GP SRLS must be understood and considered an integral part of each individual storage contract and any other service concluded with the Customer and cannot be separated from the contract itself.

DEFINITIONS The following definitions apply to the "Terms and Conditions of Service" that regulate the deposit contract and for any other service concluded with the customer: "we", "us", "our", the "personnel in charge" means Adriatica GP SRLS and any partners and collaborators of Adriatica GP SRLS; "Customer(s)," "you" and "your" means the customer holding a deposit receipt, hereinafter "receipt".

2. TERMS AND CONDITIONS

The contract for storage and other services is stipulated with the Società Adriatica GP SRLS, which agrees to stow its customers' luggage/objects in its luggage storage facilities. By leaving your luggage on our premises and in the luggage storage, you accept the terms and conditions set out in our storage contract and/or the contract for the provision of various services, on your own behalf and/or on behalf of any other interested person.

3. DESCRIPTION OF THE SERVICE – SELF SERVICE LOCKERS

The luggage storage service consists of the rental supply of automatic lockers for the storage of luggage / personal items at our stores for the period chosen by the customer itself during the booking phase. The Customer is informed that he has no right to withdraw from the transaction, which he expressly renounces in light of the specificity of the service, and that the booking is not refundable. The locations are open seven days a week. Working hours may vary slightly depending on the bag drop, so please double-check them on each specific page dedicated to the individual bag drop. Animals are prohibited in all lockers and/or all rooms. Smoking is not permitted inside our baggage storage areas. Access (to the service) is limited to people over the age of 18 or accompanied minors. No storage of perishable foods is permitted inside the cabinets. The maximum weight allowed per locker is 35 KG. The Customer is required to check the size and weight of their luggage before making a booking on the site. No complaints or refund requests will be accepted if the baggage exceeds these dimensions and/or weight. The Customer is also required to ensure that the locker door is properly closed before leaving the luggage storage facility he/she has used; The luggage is locked inside the locker rented by the customer;

Customer did not leave any valuables in his luggage, for which the Customer remains responsible and for which Adriatica GP SRLS declines all responsibility;

Customer left nothing inside the locker when you leave a LOCKY VENICE deposit for the last time (at the end of your booking). The Customer is in any case responsible for his/her baggage and its contents. It is the Customer's responsibility not to leave any identity documents or other documents necessary for the trip in the locker. The Customer acknowledges that he has taken all necessary precautions and measures to ensure that he has not left the documents necessary for the trip in the locker. Failing this, Adriatica GP SRLS in no case can be held responsible for any negligence on the part of the Customer.

4. LATE COLLECTION IN THE SELF SERVICE LUGGAGE STORAGE

In case of late baggage collection during working hours (of the baggage storage), Adriatica GP SRLS will charge a supplement for each hour of delay. Upon completion of payment, the Customer will be able to collect their luggage. If the collection does not (occur) before the store closing time, but on the following day (or days), Adriatica GP SRLS will charge an additional daily cost for each day of delay. Upon completion of payment, the Customer will be able to collect their luggage.

5. FORGOTTEN/FOUND LUGGAGE

For security reasons, any item or baggage that is forgotten/found and unclaimed will be destroyed 5 days after the end of the booking. - If the forwarding of a forgotten item is requested, the Customer assumes all costs, which must be paid in advance. A contribution of €35 plus shipping costs will be requested, which depend on the weight, destination and shipping method (ordinary mail, UPS, etc.).

6. PROHIBITED AND DANGEROUS ITEMS

The storage of items prohibited by law and/or considered dangerous under national legislation is not permitted, as are items which by their nature or packaging may cause damage to people, the environment or other baggage transported and/or stored. We do not accept deposit, nor provide other services for goods that in our sole discretion are considered dangerous. LOCKY VENICE by Adriatica GP SRLS does not accept deposits for the following items: plants and animals, living or dead; negotiable securities and certificates (bills of lading, currencies, banknotes, coins, credit cards and travelers checks (travel documents)); other non-negotiable securities; any material that could be considered pornographic or indecent; weapons (firearms and edged weapons); software containing high-value information; technology (phone, tablet, PC, smartphone); garbage; political material; hazardous materials; narcotics or psychotropics; art objects; antiques; metals (gold, silver in any form and precious stones); bulky goods; documents (public and private offers, titles, meal vouchers and fuel vouchers, etc.); watches. Power banks, e-bike batteries, batteries of all kinds!! The following items can be accepted by Adriatica GP SRLS only with specific written authorization or if they are expressly part of the commercial offer of Adriatica GP SRLS: food and pharmaceutical products; cigarettes and alcohol; fragile objects (such as glass, bottles, etc.); biological tissues and anatomical pieces. The customer acknowledges and accepts that the storage of such goods is subject to specific regulations. The assignment must, therefore, take place in compliance with current legislation and any operational provisions dictated by Adriatica GP SRLS. These indications may change at any time.

7. RIGHT OF INSPECTION

The Customer acknowledges and accepts that Adriatica GP SRLS and/or any Government Authority have the right to open and inspect the baggage at any time for security reasons.

7.1 CUSTOMER OBLIGATIONS

The customer guarantees and declares that: (A) For staffed baggage storage, the contents of your baggage have been adequately described on our storage receipt; (B) your full address and contact details have been accurately reflected on our filing receipt or online form; (C) the contents of your baggage have been securely and carefully packaged to protect them from the normal risks of transportation, including any associated sorting and/or handling processes; (D) the contents of the baggage do not cause damage to other baggage transported by us and/or stored in our warehouses; (E) the contents of the baggage are not a prohibited item and the customer is a person or organization with whom we cannot lawfully trade under applicable laws or regulations; (F) when you have requested that a third party be charged for the deposit, in the event of non-payment, you will be obliged to pay the cost of the service; (G) you have complied with all applicable laws and regulations, other than as provided in this agreement; (H) the economic value of each piece of baggage including its contents does not exceed 1000 Euro. The User is responsible towards Adriatica GP SRLS and its owners, as well as towards third parties and other Users for damage caused to things, people or animals due to non-compliance with the accepted conditions or applicable law.

7.2 The User exempts Adriatica GP SRLS from liability for any improper use of credentials by third parties.

7.3 The User is required to ensure and verify the correct closure of the locker at the time of deposit and following collection of the Goods. You implicitly agree to indemnify us and hold us harmless from any liability we may suffer, or from any costs, damages or expenses, including legal fees, we may incur to you or any third party arising from your breach of any of these obligations and/or warranties, including if we inadvertently accept a hold that contravenes any of your obligations.

8. EXTENT OF OUR LIABILITY

Our responsibility for the risks of loss or damage to your luggage during the period of custody at our headquarters is specifically attributable to the sole responsibility of Adriatica GP SRLS. or its employees, will be governed by art. 1768 and n. 1770 c.c. and in any case cannot, under any objective and/or subjective circumstances, exceed the amount of €200.00 per locker. For the part not covered therein by the rules of the civil code on the storage contract, no liability can be attributed to Adriatica GP SRLS in the event of baggage(s) being delayed and/or not collected after the opening/closing times of our premises. Therefore, Adriatica GP SRLS will not be in any way responsible in relation to duly and fully proven damages, which may be considered a direct and foreseeable or indirect consequence of the delay and/or failure to collect.

Adriatica GP SRLS. will therefore not be liable for any flights, trains, goodwill, loss of revenue, profit, market, reputation, customers, use, opportunity, even if we were aware that such loss or damage might occur, nor for any loss or damage, regardless of the damages indirect, incidental, special or consequential causes, including, without limitation, termination of contract, negligence, willful misconduct or default. We will not be liable if we fail to perform any obligation to you due to

circumstances beyond our control such as (the following list is illustrative only and not exhaustive): acts of God including earthquakes, cyclones, storms, floods, fires, disease, fog, snow or frost; force majeure including (but not limited to) war, accidents, acts of terrorism, strikes, embargoes, local disputes or popular uprisings; national or local outages; hidden defects or intrinsic defects in the contents of the checked baggage; criminal acts of third parties such as theft, robbery and arson; acts or omissions attributable to you or to third parties whose work you will be responsible for; act or omission attributable to a public official; shipment contents consisting of any item that is a prohibited item by law or under the provisions of this contract, even if we may have accepted the shipment and/or storage in error. We are not responsible for broken handles and/or wheels. The only liability attributable to us in relation to the services provided is governed by these general conditions of conservation.

8.1 Adriatica GP SRLS. uses the diligence of a good father of a family in custody. The depositor is aware that the premises and the surveillance of the premises is automated and that this automation is the main reason for the price of the service offered by Adriatica GP SRLS. This implies that the depositor accepts that any liability for negligence linked to the service offered is assessed in an attenuated manner compared to a service offered by several depositors having employees employed within the premises. It is the User's responsibility to properly close the locker.

8.2 Adriatica GP SRLS. cannot be held responsible for errors in the delivery of the Goods due to inaccuracies/incompleteness/carelessness on the part of the User which occurred before the correct and complete closing of the locker.

8.3 The User acknowledges that the access credentials constitute the means by which Adriatica GP SRLS verifies the user's identity. As long as Adriatica GP SRLS is not aware of the facts, or as long as with the diligence of the good father of the family Adriatica GP SRLS could not become aware of circumstances such as to make the personality of the credentials disappear, Adriatica GP SRLS. fulfills its obligation correctly by delivering what was deposited to the person who provided the credentials.

8.4 Adriatica GP SRLS, within the limits of applicable law, is liable for damages of a contractual and non-contractual nature to Users or third parties exclusively when these constitute an immediate and direct consequence, due to fraud or gross negligence, of the activity of Adriatica GP SRLS.

8.5 Adriatica GP SRLS guarantees correct conservation exclusively until the moment of delivery to the place where it is required to return the Goods to the User or until the moment of delivery to the person in charge of the shipment and designated by the User.

8.6 Any liability relating to the poor condition of the goods due to improper care subsequent to the time of delivery is excluded.

8.7 Although Adriatica GP SRLS strives to ensure that the information provided on the Site is correct, it does not promise that such information is accurate or complete unless expressly provided for by applicable law or the Regulations.

8.8 Adriatica GP SRLS may make any changes to the material on the Site or to the services and prices described therein, at any time and without notice, communicating such changes to users in the same manner in which such information was provided.

9. WARRANTY OF THE COMPANY. For each piece of luggage stored in our luggage storage facilities we give a warranty up to a maximum value of EUR 200.00 per locker. This warranty will compensate the customer for any damage and/or losses directly attributable to Adriatica GP SRLS within the limits indicated above, as well as in the event of proven theft by third parties. This warranty is not available for gemstones, precious metals, watches, plasma screens, LCDs, satellite navigation systems, mobile phones, PCs, tablets, jewelry, money, glass, porcelain, works of art, antiques, documents or films, tapes, disks, memory cards or any other medium containing data or images. For all lockers including those with charging service. The above warranty options do not cover consequential loss, delayed delivery or loss arising from a breach of your obligations under these terms and conditions and are not available for services involving carriage. The above options do not cover broken handles and/or wheels. All shops are monitored with an alarm system; furthermore, all shops are equipped with 24-hour video surveillance, connected online with a privately monitored control center.

10. COMPLAINTS, COMPLAINTS. If a customer wishes to send a complaint for lost or damaged baggage, or for any other damage, he must comply with the provisions of national law; otherwise we reserve the right to reject the complaint. In particular, it is possible to send the complaint in writing within eight (8) calendar days from the end date of the locker rental. After the first written communication, and no later than the limitation period established by law or applicable regulations, the customer must provide documentary evidence of the complaint by sending all useful information relating to the accident. We are not obligated to act on any claim until our filing fees and charges have been paid. The customer has the right to deduct the amount of the complaint from the amounts due for the rental to Adriatica GP SRLS. In order to take into account a claim for compensation, the contents of your baggage will be made available to us for inspection upon

collection. In the event of our acceptance of the claim, the customer warrants that third parties who have an interest in the storage will waive any rights or claims to which they are entitled by virtue of subrogation or otherwise.

11. RATES AND PAYMENT TERMS For the automatic lockers rental service, the credit card will be charged at the time of purchase on site. This charge will include the cost of the rented time slot together with the service charge of €0.50. Any disputes relating to charges must reach us in writing no later than seven (7) days from the date of payment. The current rates applicable to the deposit service are available on request at our point of sale in Venice located in Fondamenta del Remedio, 4402, Venice, 30122. The customer agrees to pay the amount due to Adriatica GP SRLS regulated by these conditions within agreed terms. Payments will be made in the local currency, and calculated based on the current exchange rate. Late payments may result in the application of default interest pursuant to Legislative Decree no. 231/02 and subsequent amendments. Adriatica GP SRLS reserves the right to demand, without prejudice, the reimbursement of its credits within the times and in the manner established by law, without prejudice to the right to greater damages. On-site reservations: payment can only be made by credit/debit card of the following circuits: Visa, MasterCard, Maestro, Bancontact, Apple Pay, Google Pay, Ideal, JCB, American Express and Union Pay. Cash payment is not permitted.

12. INDEMNIFICATION

12.1 The User undertakes to keep Adriatica GP SRLS harmless. (as well as any companies controlled or affiliated by the same, its representatives, directors, agents, licensors, partners and employees), from any obligation or liability, including any legal expenses incurred to defend the case in court, which may arise in the event of damages caused to other Users or third parties in relation to the violation of the terms of the law or the terms of these conditions of service.

13. Privacy Policy and Cookies

13.1 For information on the use of personal data, Users must refer to the privacy policy of Adriatica GP SRLS : www.lockyvenice.com

13.2 For information on the use of Cookies by the Site, consult the information on the site: www.lockyvenice.com

14 Applicable law and jurisdiction

14.1 If any term or condition of this Agreement is determined to be invalid or unenforceable, such determination will not affect the other provisions of this deposition agreement which will therefore remain valid, in full force and effect. Except for the provisions of any applicable law; any dispute arising from and/or connected to this deposit agreement, these Terms and Conditions, as well as the provision of our services, will be governed and interpreted in accordance with Italian law and any dispute arising from these terms, the general conditions and our services will be remitted exclusively to the competent court of Forli, Forli' -Cesena (Italy).

15. User license

15.1 The use of material from the Site itself for commercial purposes is not permitted without having obtained express and written authorization from Adriatica GP SRLS.

15.2 The Site cannot be used and no part of it can be reproduced or stored in any other website nor can it be inserted into any system or service, public or private, for the electronic retrieval of information without the prior express and written authorization of Adriatica GP SRLS.

15.3 Rights not explicitly granted in this Website are reserved.

15.4 However, Users cannot:

- copy, store, modify, change, prepare derivative works or alter in any way any of the contents/services provided by Adriatica GP SRLS;
- use any robot, spider, site search/retrieval application, or any other automatic device, process or means to access, retrieve, scrape or index any portion of Adriatica GP SRLS or its contents;
- rent, license or sublicense Adriatica GP SRLS;
- defame, offend, harass, engage in threatening practices, threaten or otherwise violate the rights (such as the right to privacy and publicity) of others;
- disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content;

16. Communications

16.1. All communications relating to Adriatica GP SRLS must be sent using the contact information indicated on the website: www.lockyvenice.com

16.2. The User accepts that communication with Adriatica GP SRLS. occurs mainly by e-mail.

16.3 The user is contacted by e-mail or is provided with information by publishing notice posts on the Site. For contractual purposes, the user accepts these electronic methods of communication and acknowledges that all contracts, notices, information and other communications provided electronically by Adriatica GP SRLS comply with the legal requirement of written form. This clause does not affect the rights that the law provides for visitors to the Site. **16.4** The User must provide the valid and active email address at the time of registration.

17. Copyright

17.1 All trademarks of Locky Venice di Adriatica GP SRLS, figurative or nominative, and all other signs, commercial names, service marks, word marks, commercial names, illustrations, images, logos that appear regarding LOCKY VENICE di Adriatica GP SRLS are and remain the exclusive property of Adriatica GP SRLS or its licensors and are protected by current trademark laws and related international treaties.

17.2 The Adriatica GP SRLS Services, which include any necessary software used in connection with them (the "Software"), contain proprietary and confidential information, protected by applicable laws on intellectual and/or industrial property and other laws. The contents included in the advertisements or the information presented to the User through the Adriatica GP SRLS Services may be protected by laws regarding copyright, trademarks, service marks, patents or other intellectual and/or industrial property rights . Except as expressly permitted by applicable law or except where expressly authorized by Adriatica GP SRLS or the relevant licensor (for example an advertiser), the User agrees not to use, distribute, reproduce, adapt, publish, translate, create derivative works of, rent, view, publicly perform or publicly display the Adriatica GP SRLS Services and User Content or Software.

17.3 Adriatica GP SRLS grants the User a personal, non-transferable and non-exclusive license to use the object code of the Software on a single computer. However, you may not, nor may you permit others to, copy, adapt, create, create a derivative work of, decompile, disassemble or otherwise attempt to discover the source code of, sell, assign, sublicense, grant under warranty or otherwise transfer any rights in the Software. This clause does not apply to cases expressly permitted by law or the relevant licensor.

17.4 The User cannot access the Adriatica GP SRLS Service by any means other than the interface provided by Adriatica GP SRLS specifically for accessing the Adriatica GP SRLS Services except in the case in which the User has been specifically authorized by Adriatica GP SRLS in writing.