

## **TERMS AND CONDITIONS OF USE**

These General Terms and Conditions of Use and Sale of Services of the Website <https://wekeep.app> (hereinafter the Terms and Conditions) are published by the company WeKeep Travel Services LLC (hereinafter "WeKeep"), a registered company in the State of Delaware located at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, and publisher of the site <https://wekeep.app> (hereinafter the "Platform").

Access to, use of and registration on the Platform imply full acceptance of these Terms and Conditions. All Users or Stores of the site acknowledge that they have been fully informed of and are bound by these general conditions which form a binding agreement.

The User and/or Store may not oppose any condition or clause herein. WeKeep reserves the right to modify these Terms and Conditions, in part or in their entirety, at any time. The new version of the Terms and Conditions will be applicable as soon as it is published online for Luggage storage that has not yet been paid for on the day of their publication. These terms will apply in all countries where WeKeep operates, with the exception of Argentina.

### I. DEFINITIONS

The following terms, will be taken to have the meaning explained below:

- A. **Platform:** refers to the internet platform hosted on the website <https://wekeep.app>, the subdomains and the Mobile Apps (iOS & Android). The Platform includes its technical and software infrastructure and content, including text, sounds, still or animated images, videos and databases, hyperlinks, tree structures, navigation mode, layout, design, websites, apps, etc.
- B. **User:** refers to a natural person of legal age and of legal capacity to enter into this contract and has successfully completed their registration on the Platform, wishing to entrust their luggage with a Store for leisure/non-professional reasons, as a depositor.
- C. **Store:** refers to a registered member on the Platform who owns or rents a private space, and who is authorised to use it regularly, where luggage can be stored temporarily. The Store is a professional who acts as a depositary to keep luggage entrusted to them by Users in a private storage space and then to return it to the User later. The Store which keeps and then returns the Luggage entrusted by a User through the Platform will receive remuneration from the User, which will be transferred via WeKeep.
- D. **Luggage:** refers to goods that a User can store with a Store.
- E. **Service Fees:** refers to the remuneration received by the Platform for the Services offered by WeKeep.
- F. **Price:** refers to the fixed price(s) for a User's luggage storage with a Store. The prices displayed on the Website include WeKeep's Service Fees
- G. **Terms and Conditions:** refers to this entire document, entitled "General Terms and Conditions of Use."

## II. PLATFORM SERVICE

A. WeKeep aims to manage an online service for registered Users to find Stores listed with physical spaces available for the storage of their Luggage. WeKeep does not act in itself as a Store to deposit luggage from Users.

B. The role of WeKeep is mainly limited to act as an intermediary that brings Users together and shall never be considered as a party in the storage contract. As such, WeKeep does not accept liability as a contracting party in any circumstances. WeKeep will never act as an agent, broker or insurer.

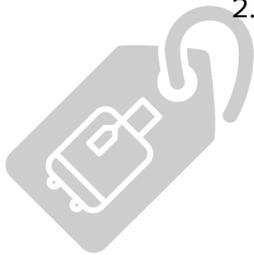
### 1. STORAGE CONTRACT:

- Storage is an act whereby a depositary receives an item belonging to someone else (depositor). The depositary is obligated to look after it and to return it at the time agreed in the Booking. Storage involves three elements: drop-off of a movable item, obligation to look after the item and obligation to return it.
- The Platform purpose is to enable Users to drop off their Luggage and leave it with a Store on premises where their belongings will be stored and returned at the agreed time.

### 2. SPECIFIC ASPECTS FOR USERS:

- The Platform is accessible to all Users via the Internet on a fixed or mobile device with a web browser; or through the Mobile Apps for iOS & Android.
- The password is strictly personal and confidential. Any login to a personal account will be presumed to be by the User. WeKeep is not responsible for third party logins. Each User may only create one account, for strictly personal use. Users also agrees to update registration information if it changes at any time.
- Each User will be responsible for the content of their Luggage, guaranteeing not to introduce illegal or dangerous items, exempting the Store and WeKeep from any responsibility for the content deposited.
- Each User will be responsible for the veracity of the information provided, assuming the civil and criminal consequences of the data consigned. Each User, in his role as depositor, guarantees that he will provide only true, truthful and reliable identification and contact data.
- When withdrawing their Luggage, the User must check that the security elements have not been violated and that their belongings are in appropriate conditions. In case of any damage, the User has 48 hours to claim. WeKeep may ask the User for proof of the facts reported. WeKeep guarantees a response to claims within 72 hours of receipt.

### 3. SPECIFIC ASPECTS FOR STORES:



WeKeep

- Each deposit agreement is entered into by each Store as a depositary, when a User in his capacity as depositor makes a reservation and pays for storage through the Platform. Stores agree that WeKeep will be an intermediary, not part of said contract.
  - The Store guarantees and assumes its duty to return the stored items to each User in the same conditions in which they were stored, at the time and on the date indicated in the reservation.
  - Each Store will be responsible for all the information provided to WeKeep and published on the Platform. Stores will notify WeKeep as soon as possible of any changes that may arise (eg: opening and/or closing hours, address, states of operation, change of name, etc.)
  - The Store expressly agrees to keep the assigned spot clean, closed, covered and out of reach of the public.
  - The Store expressly agrees to keep the premises clean, enclosed, covered and off-limits to the public.
  - WeKeep provides each store with numbered security seals. These seals must be affixed to the Luggage and registered in the system when receiving and delivering.
- C. In order to ensure the greatest possible transparency in the quality of the Platform, Users are invited to evaluate the services rendered by Stores with whom they have had a confirmed Booking. The Stores recognises the purpose of this process and expressly accepts the concept of this system of evaluation and ratings which may be made public, including on their Profile. The User is therefore asked to evaluate the Store's services as quickly as possible after the services are rendered. They are asked to give their opinion on the service, which must always be accompanied by a comment. The whole service must be evaluated based on objective criteria. User's comments must be absolutely objective and respectful based on their experience with the Store. WeKeep reserves the right to remove comments made by the Users when they are disrespectful or use vulgar language. Users will always be responsible for their own comments. When the Store has been rated at least once, the rating obtained and, where applicable, the comment associated with it will be added to the Profile of the Store concerned. Every time the Store is rated, a new average will be calculated.
- D. Stores will be responsible for the damages caused to the User due to robbery, theft, loss or damage of the stored items. As a provider of intermediary services, WeKeep will not be responsible in any case for the situation described above, disclaiming all legal or contractual charges. However, in all the countries where WeKeep Travel Services LLC operates with the exception of Mexico, WeKeep will offer a reserve fund, for the purpose of trying to indemnify damaged Users and reach a solution through conciliatory methods.

WeKeep Travel Services may decide, at its sole discretion, to compensate the User for the robbery of their luggage, subject to limitations, exclusions, and conditions below.

1. **This reserve fund, after verifying the claim, will cover robberies up to a maximum amount of \$1,000 dollars per event.** Stores and Users understand and accept that this is the maximum amount that WeKeep Travel Services LLC will contribute and only in the aforementioned cases of robbery, excluding all other types of claims such as: theft, loss, damage, etc.

[An event is understood as any occurrence that may give rise to one or more claims resulting from the same generating cause].

2. Users understand and agree that this reserve fund is offered at WeKeep's sole discretion. Regardless of if any of the conditions apply or violations are broken, users are not entitled to anything from WeKeep that is not approved by WeKeep Travel Services LLC.
3. WeKeep may reject the user claim at its own judgment. Users agree that WeKeep's decision on any compensation will be final and binding.
4. This reserve fund is a service provided by WeKeep Travel Services in connection with the storage services and does not constitute a contract of insurance, and is offered at the discretion of WeKeep as outlined in these terms.
5. In these cases, the user must notify WeKeep about the robbery of their luggage to invoke this benefit, by sending an email to us within 24 hours of the scheduled end of your applicable reservation. This reserve fund covers any standard items allowed by these terms that are stored using the storage services. It is, however, user's responsibility to provide evidence beyond a reasonable doubt that the luggage was robbed while being stored as part of the storage services. To be eligible for reimbursement, the customer must not have intentionally or unintentionally caused any damage to WeKeep's brand or reputation.

- E. Although it has been specified that WeKeep Travel Services LLC, will not be responsible for any incident related to: robberies, theft, damages or loss; WeKeep has contracted in Mexico with the insurance company Sura, a Civil Liability Insurance that gives stores coverage for robberies and total loss up to a maximum amount of \$1,000 dollars per event. The purpose of this possibility is to try to reach practical solutions, with a conciliatory spirit for the benefit of all parties.

To activate this coverage, it will be necessary for Users to provide all information requested by the platform at the time of booking. Those Users who do not meet this requirement will not benefit from the insurance coverage.

This coverage is valid from September 1, 2022.

### III. PAYMENT

- A. The Luggage storage services offered by WeKeep as an intermediary are provided at the prices in effect on the day on which the Users makes their

Booking as they are displayed on the Platform and displayed again before the User makes their request. These prices, which include all taxes, include the storage service, WeKeep's Service Fees and Luggage insurance. The Service Fees are calculated based on the price of the Booking.

- B. Prices may be modified at any time, without warning, by simply displaying the new prices in effect.
- C. A Luggage storage Booking will only be confirmed when the User has paid the whole transaction, including the amount due to the Store and WeKeep's Service Fees plus Taxes.
- D. The prices displayed do not take into account exchange rates or fees linked to the use of a foreign bank card. All Bookings constitute a definitive order as soon as they are paid in full by the User. The price displayed in the request confirmation is the definitive price. Prices are displayed with all taxes included.
- E. Users may use discount coupons, without requiring authorization from the Stores.
- F. WeKeep uses the services of the company Stripe to collect payments carried out online and to redistribute the amounts owed to the Stores, as well as to WeKeep for its Service Fees.
- G. WeKeep will not be responsible for any errors in payment or Booking confirmation linked to a User's input error. Services are requested on a personal basis.
- H. The amounts charged by the Store for each Luggage storage service will be specified in the Booking request sent by the User and in the Booking summary.
- I. WeKeep use Stripe to make payouts to Stores. The Stripe Recipient Agreement applies to your receipt of such Payouts. To receive payouts from Wekeep, Stores must provide WeKeep accurate and complete information about their business, and the authorization to share it and transaction information related to their payout with Stripe.
- J. The Store authorizes Stripe, WeKeep financial partner, to collect the transaction price, in their name and on their behalf, through the secure electronic payment system set up on the Platform or through any other means set up by WeKeep.
- K. In remuneration for use of the Platform, the Store authorizes WeKeep, through accepting the User's request and payment for the Transaction, to retain some commission on the total price of the transaction (including taxes) in the form of Service Fees. Payment release times depend exclusively on Stripe.
- L. The use of the Stripe implies acceptance by Users and Stores of the Terms and Conditions of the Stripe's Commercial Policy which turns out to be totally unrelated to WeKeep.

WeKeep will not be in any way responsible to the Stores or Users for circumstances related to funds, liquidity, commissions, accreditations, withholdings, solvency, insurance or any other inconvenience attributable to the Stripe, for which WeKeep will have no duty of indemnity.

#### IV. INTELLECTUAL PROPERTY

- A. WeKeep is the owner of the copyright relating to all elements of the Platform and associated websites and of all pages and documents published there by WeKeep. All the elements accessible on the Platform, including text, photographs, images, icons, maps, sounds, videos, software and databases, are also protected by intellectual and industrial property rights and other private rights or relevant usage rights held by WeKeep, limited by any rights held by third parties. On some occasions, WeKeep borrows illustrations from Storyset and Freepik, with the proper authorization according to their terms and conditions.
- B. Access to the Platform does not entitle Users or Stores to any right over the intellectual property rights relating to the Platform and the associated web pages, which remain the exclusive property of WeKeep. Any violation of copyright may lead to prosecution.
- C. WeKeep does not authorise any use of its Platform, services or data, other than that offered on the site. Users may not, under any circumstances, reproduce, represent, modify, transmit, publish, adapt or use in any way, in any format and by any means, all or part of the Platform without prior written authorisation from WeKeep, in the case of usage other than that intended by the Platform.
- D. Nevertheless, Users or Stores can reproduce and print the information to which they have access through their requested Services for strictly personal use. However, the reproduction of the entirety of the information and data contained on the Platform and/or within the services requested is forbidden, as is the uploading of this information to the internet.
- E. It is strictly forbidden for Users or Stores to copy this information and data in order to publish, spread or sell it in any way, and/or to violate the rights, directly or indirectly, held by WeKeep, by other Users or Stores or by third parties in any way.
- F. It is forbidden for any legal person, or for any physical person acting on behalf of a legal person, to contact Users or Stores, or to retrieve part or all of the Platform database, or even to use the Platform. This prohibition applies particularly, but not exclusively, to practices such as scrapping or the use of robots in order to extract or reproduce any element of the Platform, including the range of products or services offered there, especially for commercial ends.
- G. WeKeep reserves the right to delete the account concerned immediately, without any possible refund or compensation, without prejudice to any action and/or complaint and/or compensation carried out or requested, potentially through legal proceedings, against any legal or physical person who may be responsible for these actions.