

# Terms and Conditions Governing ZKB Autosafe Rentals (2023 edition)

## **1 Scope of application**

These Terms and Conditions govern the rental and handling of Autosafes at Zürcher Kantonalbank (Bank). Separate terms and conditions apply to safe-deposit boxes (manually operated customer safes).

## **2 Rates and conditions**

The Bank shall determine the rates and conditions, especially the rental fees.

The Rates and conditions are based on the applicable price lists, which are published at [zkb.ch/terms](https://zkb.ch/terms) and can be obtained from the Bank. The Bank reserves the right to adjust the rates and conditions at any time, in particular if market conditions change or for any other objective reason. Such changes will be appropriately communicated to the Lessee in advance.

## **3 Payment of the rental fee**

The rental fee shall be charged quarterly in March, June, September and December. Any new rentals or terminations during the year shall be calculated on a pro rata basis and charged accordingly.

The Bank shall be entitled to charge the rental fee from the reference account designated by the Lessee. If the balance of the designated account does not cover the rental fee, the Bank reserves the right to charge the amount from another account held by the Lessee.

## **4 No subleasing**

The Lessee is not permitted to assign or sublease the Autosafe.

## **5 Right of access**

The Lessee can grant access to his/her Autosafe to one or more persons. Hereinafter, the Lessee as well as any other persons authorised by him/her to open the Autosafe are designated as "Authorised Persons". Authorised Persons shall be granted access either individually or collectively in pairs. Access is granted by issuing a power of attorney in accordance with the requirements of the Bank.

## **6 Means of access**

Access to and opening of the Autosafe takes place via a means of access defined by the Bank (for example via a safe card, PIN (personal identification number) or biometric characteristics (e.g. fingerprint)). The box itself is opened with a key.

The biometric data is exclusively stored locally on the safe card. The Bank can neither use nor access the biometric data. Additional information on data protection as well as data processing is available at [zkb.ch/privacy](https://zkb.ch/privacy) and can be obtained from the Bank.

The Bank shall supply two identical client keys exclusively to the Lessee. The Lessee shall be responsible for supplying the keys to any additional Authorised Persons. Each Authorised Person shall receive their own safe card (incl. PIN). This is either given directly to the Authorised Person at the counter of the relevant branch or delivered by post to the last correspondence address provided by the Lessee or the addresses of the Authorised Persons provided.

## **7 Duty of care and liability of Authorised Persons**

The Lessee and any additional Authorised Persons are obliged to store the keys and safe cards carefully at all times. The keys or the safe cards shall not be disclosed, passed on or otherwise made accessible to unauthorised persons. It is not permitted to make spare keys or spare cards, or to have spare keys or spare cards made.

The Bank shall be notified immediately of the loss of keys or of any malfunctioning keys. As a result of this, the Bank shall bar access to the Autosafe (cf. section 15) and arrange for the lock to be changed, new keys to be made and the Autosafe to be forcibly opened at the Lessee's expense.

Also, the Bank is to be notified immediately in the case of the safe card(s) having been lost or become defective. As a result of this, the Bank shall bar access to the Autosafe by means of such card(s) and arrange for the card(s) to be replaced.

The PIN is to be kept secret and may on no account be kept together with the safe card. Moreover, the PIN may not consist of combinations that can be easily determined (such as telephone numbers, dates of birth etc). The safe card must be kept separately from the keys.

In the event of any losses arising from the breach of these provisions, the Lessee is jointly and severally liable in addition to the parties who caused the losses. In the event of a damage, all Authorised Persons shall provide assistance to the best of their knowledge and ability in investigating the facts and mitigating any loss or damage.

If a public authority orders an Autosafe to be opened, the Lessee must pay any expenses incurred as a result.

The Lessee is responsible for complying with these provisions, as well as informing any additional Authorised Persons of the same and ensuring that they are complied with by him/her.

### **8 Liability of the Bank**

The Bank shall exercise customary due care in securing the Autosafe facility. It shall be liable for any loss or damage that may be suffered due to its failure to exercise customary due care.

The Bank accepts no liability for any loss or damage in connection with technical defects or faults, improper use of or unlawful tampering with the facility, loss of keys, or the misuse of fake or counterfeit keys or safe card(s) unless the Bank has failed to exercise customary due care. Neither shall the Bank be liable for any loss or damage resulting from an event of force majeure (natural disasters, armed conflicts, acts of terrorism etc.) or for any loss or damage caused by flooding, humidity, dryness, changes in temperature, magnetic fields, radiation etc.

In particular, the Bank accepts no liability with regard to the storage of electronic data carriers.

### **9 Verification of identity**

A person's identity is verified by swiping the safe card and entering the relevant PIN into the card reader of an Autosafe facility, using a compatible key as well as by means of a biometric characteristic at the discretion of the Bank. The Lessee shall bear the risks associated with any improper use of the means of access, except in the event that the Bank has failed to exercise customary due care.

The Bank reserves the right to amend the means of identification required for access to the Autosafe.

### **10 Contents of the ZKB Autosafe**

Only documents, cash, securities, coins, precious metals, items of jewellery, works of art and other suitable (valuable) items may be kept in the Autosafe. It is strictly prohibited to store foods, weapons, explosives, liquids, living organisms, pharmaceuticals, drugs or radioactive, chemical, biological substances or similar. The Bank has no knowledge of the contents of the Autosafe. The Lessee undertakes to provide the Bank with information about the nature and types of objects stored at any time upon request.

### **11 Rental by more than one natural person**

If two or more natural persons rent an Autosafe jointly, the signature form shall stipulate whether such individuals are entitled to access the Autosafe collectively in pairs or individually. The Lessees shall be jointly and severally liable for the rental fee and any other debts or liabilities owed to the Bank under this agreement.

### **12 Rental by legal entities**

Where an Autosafe is rented by a legal entity, corporate body, public authority, foundation, association, etc., the Authorised Persons, as well as any changes of Authorised Person, shall be notified to the Bank in accordance with the requirements of the Bank. The signature form shall stipulate whether the right to access the Autosafe may be exercised collectively in pairs or individually.

### **13 Insurance**

The Lessee shall be responsible for insuring the contents of the Autosafe.

### **14 Video surveillance**

For security reasons, the Bank is entitled to make video recordings of the Autosafe facility.

### **15 Bar on access to the Autosafe**

The Bank shall bar access to the Autosafe with immediate effect if requested to do so by an Authorised Person. Such a request may only be made during the office hours of the branch in question and must be confirmed in writing on request. Any bar on access may only be removed upon request by the Lessee.

The Bank reserves the right to bar access to the Autosafe at any time for important reasons (e.g. if ordered to do so by any public authority).

## **16 Termination of the rental agreement**

Both the Lessee and the Bank shall be entitled to terminate the rental agreement at any time with immediate effect. In the event of termination by the Bank, the Bank shall send notice of termination in writing to the last correspondence address provided by the Lessee.

Upon termination of the rental agreement, the Lessee shall empty the contents of the Autosafe and return the two keys and the safe card(s) in person at the relevant branch. The Bank shall have a right of retention to the contents of the Autosafe for all claims arising out of the rental agreement. If the Lessee fails to promptly comply with any written request from the Bank to return the keys upon termination of the rental agreement or to pay any outstanding claims under the rental agreement, the Bank shall be entitled to open the Autosafe by force at the Lessee's expense and under the supervision of a notary, without making any further inquiries or initiating any further action. In such event, the notary shall prepare an inventory of the contents of the box.

The Bank is authorised at its own discretion to settle any outstanding claims owed under this agreement by selling the contents of the Autosafe on the open market or storing the contents or having them stored at the Lessee's expense.

In cases where selling the contents is not considered commensurate or the Bank considers the contents to be worthless, the contents may be destroyed at the discretion of the Bank or delivered to the Lessee. Contents are deemed to have been delivered to the Lessee when they have been sent to the last correspondence address provided by the Lessee.

## **17 Amendments to these Terms and Conditions**

The Bank reserves the right to amend these Terms and Conditions at any time for objective reasons. Any such amendments shall be communicated to the Lessee in an appropriate manner in advance. They are deemed to have been accepted unless the Lessee objects in writing or any other form that constitutes proof through text within 30 days of their communication. If the Lessee objects, he/she may terminate this contract with immediate effect. In its communication, the Bank must inform the Lessee of his/her right of termination and the effect of his/her tacit approval.

## **18 Additional provisions**

The General Conditions of Zürcher Kantonalbank shall also apply.