



## GENERAL TERMS AND CONDITIONS OF USE FOR LOCKER RENTAL AND TEMPORARY LUGGAGE STORAGE SERVICES

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### 1. Service Provider Identification

The temporary locker rental service for the storage of luggage and personal belongings is provided by EUROPHIL HOLDCO S.L., with its registered office at Calle Cronos 63, 3rd Floor, Door 4, B85951853, hereinafter referred to as "HOLDPOINT".

Use of the lockers implies full acceptance of these General Terms and Conditions of Use.

### 2. Purpose of the Service

HoldPoint provides users with a temporary locker rental service intended exclusively for the storage of luggage, backpacks, bags, and personal belongings that are lawful to possess.

Contracting the service does not imply the preparation of an inventory of the deposited contents, nor verification of their condition, quantity, or value.

### 3. Access to and Use of the Lockers

The user shall use the assigned locker diligently and in accordance with these terms and conditions.

1. The locker must be properly closed and secured after depositing any items.
2. The user is responsible for safeguarding the key provided or any access method supplied.
3. HoldPoint may deny access to the service to any person who breaches these terms or makes improper use of the facilities.

### 4. Access Hours and Retrieval of Stored I Lockers

The deposit and retrieval of stored items shall be subject to the opening hours and customer service schedule of the establishment where the lockers are located.

The user acknowledges and accepts that:

- Access to stored belongings will not be possible outside the establishment's opening hours.
- HoldPoint shall not be liable for any loss or damage resulting from the inability to access a locker outside the established opening hours.



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- It is the user's responsibility to verify the opening hours before purchasing the service.

Current opening hours will be displayed at the establishment and/or on HoldPoint's website and maps listings.

### 5. Prohibited Items and Substances

The following items are expressly prohibited from being stored in the lockers:

- Flammable, explosive, or combustible materials.
- Hazardous, toxic, corrosive, or polluting substances.
- Weapons of any kind or their components.
- Illegal materials or items whose possession violates applicable law.
- Live animals.
- Cash.
- Jewelry, precious metals, or items of significant monetary value.
- Medicines requiring special storage conditions.
- Perishable food or products subject to decomposition.
- Items that emit odors, leak liquids, or may cause damage to other property or the facilities.

HoldPoint may open a locker where there are reasonable grounds to suspect a breach of this clause, a risk to persons, material damage, or where required by a competent authority.

### 6. User Responsibility

The user shall be solely responsible for:

- The contents deposited.
- Compliance with all applicable laws and regulations.
- Any damage caused to third parties or the facilities by stored items.
- Any improper use of the locker.



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The user shall indemnify HoldPoint against any costs, damages, losses, penalties, or claims arising from a breach of these terms and conditions.

### 7. Loss of Key

The loss, damage, or failure to return a locker key shall result in a fixed charge of FIFTY EUROS (€50.00) for replacement and administrative handling.

HoldPoint may require payment of this amount before granting access to the contents of the locker.

If staff intervention is required to open the locker, HoldPoint may additionally charge any extraordinary costs incurred.

### 8. Limitation of Liability

HoldPoint acts solely as a provider of temporary storage space.

To the fullest extent permitted by applicable law, HoldPoint shall not be liable for:

- Loss, theft, or burglary of deposited items.
- Damage resulting from inherent defects in stored items.
- Damage caused by third parties.
- Loss of profits, indirect losses, or consequential damages.
- Delays or inability to access lockers due to force majeure events.
- Damage arising from power outages, technical failures, or circumstances beyond HoldPoint's control.

Users are strongly advised not to deposit items of significant monetary, sentimental, or professional value.

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### 9. Storage Period

The locker may only be used during the contracted rental period.

Upon expiration of that period, HoldPoint may apply the applicable extension fees or initiate the uncollected luggage management procedure, subject to a maximum daily charge of €40.

### 10. Uncollected Luggage

Where the user fails to collect their belongings within the contracted period:

1. HoldPoint may open the locker and remove its contents.
2. The items will be temporarily stored in a secure area.
3. Storage, handling, and custody fees may apply.
4. HoldPoint will attempt to contact the user using the details provided during booking.

If the user fails to collect the belongings within 30 calendar days, HoldPoint may consider the items abandoned and may destroy, recycle, donate, or otherwise dispose of them in accordance with applicable law, without any obligation to provide compensation.

### 11. Right of Inspection and Security Measures

HoldPoint reserves the right to inspect or open a locker where:

- There is reasonable suspicion of a breach of these terms.
- It is necessary for security reasons.
- It is requested by law enforcement agencies or any competent authority.
- There is a risk to persons, property, or facilities.

Whenever possible, such actions will be internally documented.



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### 12. Personal Data Protection

Personal data provided by users shall be processed in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018.

The purposes of processing include reservation management, service provision, customer support, billing, fraud prevention, and compliance with legal obligations.

Users may exercise their rights of access, rectification, erasure, objection, restriction, and data portability by contacting HoldPoint at the designated address.

### 13. Force Majeure

HoldPoint shall not be liable for any failure or delay in performance resulting from unforeseeable or unavoidable circumstances, including but not limited to fires, floods, vandalism, labor disputes, governmental orders, utility interruptions, public health emergencies, or natural disasters.

### 14. Amendments to the Terms

HoldPoint may amend these terms and conditions whenever necessary for operational, legal, or service improvement purposes.

The current version of the terms shall be available for consultation at the establishment and/or on the corporate website.

### 15. Bookings Made Through Partners and Third-Party Intermediaries

Bookings made through partners, agencies, hotels, booking platforms, affiliates, tour operators, or any other third-party intermediary shall be governed by these General Terms and Conditions, without prejudice to any specific booking conditions imposed by the intermediary.

HoldPoint shall not be responsible for:



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- Errors in information provided by the intermediary to the user.
- Incidents arising from IT systems, booking platforms, or reservation processes managed by third parties.
- Payments, refunds, cancellations, or modifications handled directly by the intermediary where such services are not administered by HoldPoint.
- Promotions, discounts, or commercial conditions offered exclusively by the intermediary without HoldPoint's express authorization.

Users are responsible for verifying booking details, dates, schedules, facility locations, and access conditions before using the service.

In the event of any discrepancy between information provided by an intermediary and these General Terms and Conditions, these Terms shall prevail with respect to the use of the facilities, safety requirements, limitations of liability, and operation of the service.

In any event, HoldPoint's maximum liability to users for bookings made through third parties shall be limited to the amount actually received by HoldPoint for the provision of the contracted service, unless otherwise required by mandatory law.

HoldPoint reserves the right to reject or cancel bookings made through intermediaries where there are indications of fraud, manifest error, misuse of the service, or breach of these terms

### **16. Disclaimer Regarding Third-Party Information**

HoldPoint does not guarantee the accuracy, currency, or availability of information published by third-party partners regarding opening hours, prices, services, locations, or booking conditions.

Any error, omission, or outdated information attributable to a partner shall not give rise to any liability on the part of HoldPoint.

This clause is intended to reduce disputes arising where hotels or booking platforms communicate incorrect opening hours or conditions that differ from the actual service conditions.



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### **17. Governing Law and Jurisdiction**

These General Terms and Conditions shall be governed by Spanish law.

Any dispute arising from the provision of the service shall be submitted to the courts having jurisdiction under applicable consumer protection regulations and any other relevant legislation.

### **18. Acceptance**

The booking or use of a locker constitutes confirmation that the user has read, understood, and expressly accepted these General Terms and Conditions of Use.