



Terms of Use

Terms of use for the use of lockers with electronic locks provided by Holdmybag GmbH

1. Scope

1.1 These terms and conditions apply to the use of smart lockers (lockers) with electronic locks from Holdmybag GmbH.

1.2 By using the lockers with electronic locks, you agree to the following terms and conditions.

2. Subject matter

These terms and conditions govern the rental of lockers with electronic locks from Holdmybag GmbH. Details of the respective offers are published on the web shop/internet.

3. Common provisions for rental

3.1 Holdmybag rents the customer (hereinafter referred to as the renter) a locker with an electronic lock on the smart lockers it operates, which are located at various locations. The rental agreement is concluded between Holdmybag and the renter.

3.2 The rental agreement is concluded either online via the Holdmybag GmbH booking page (web shop) or via a personal booking via the terminal integrated in the smart locker or via the in-app application.

3.2.1 Bookings can also be made on the booking page directly at the smart locker via the terminal integrated in the facility or via the in-app application. The contract is concluded when the code and compartment number are communicated to the renter via the terminal, by text message or email. The online contract is concluded via the booking page through a detailed booking process that guides the renter step by step through the booking process. The contract is concluded when Holdmybag GmbH sends the renter a personalised link (= digital key card) with the opening code, locker number and location of the locker by email/text message.

3.2 The rental agreement covers one locker of the selected size.

4. Contract duration

The contract is usually concluded for the duration of the selected event. However, shorter rental periods (hours/days) or longer bookings are also possible in accordance with the individually approved options.

5. Opening hours

The opening hours applicable to the respective event are announced on the internet on the booking page for this location or event and on site by notice. Outside the opening hours of the lockers, no access to the lockers is possible.

6. Prices

All prices are final prices and include statutory value added tax. The prices for renting a locker are announced on the Holdmybag GmbH website or web app and on site via a notice board.

7. Processing and return costs

If items belonging to the tenant remain in the locker after the agreed rental period has expired through the tenant's fault, the tenant must bear the processing and return costs for returning the items to the address specified in the contract. Holdmybag GmbH charges a flat fee of EUR 65.00 for processing and return shipping, unless a location partner takes over the processing and charges a lower fee. This fee must be paid by the tenant before the items are shipped. Holdmybag GmbH will exercise its right of retention until payment is received. Items will only be returned after the renter has been identified and the details provided at the time of booking have been verified. Holdmybag GmbH accepts no liability for any damage caused by the return shipment.

8. Liability

8.1 Holdmybag GmbH is not liable for items stored in the lockers. In particular, it cannot be held liable for theft and/or damage, except in cases of intent or fraud on the part of Holdmybag GmbH. Even in such cases, however, liability is limited to reimbursement of the amount owed by the renter for use of the locker.

8.2 Any liability for damage caused by electricity to items stored in the lockers, e.g. due to malfunctioning charging, damage to the battery, fire caused by a short circuit, etc., is also excluded. Holdmybag GmbH is also not liable for consequential damages and loss of profit in cases of force majeure.

8.3 If the renter damages the rented item, they shall be liable for the damage incurred. Fees and costs for the repair or replacement of locks and keys after their loss or due to misuse or improper operation shall be reimbursed by the renter.

8.4 If the locker cannot be used or can only be used partially by the renter during the contract period due to a power failure or internet problems, Holdmybag GmbH will refund 70% of the rental fee paid in the event of a total failure. 30% will remain with Holdmybag GmbH to cover its expenses. No refund will be made if only the charging of electronic devices is not possible.

8.5 Holdmybag GmbH or a representative designated by Holdmybag is in possession of a master key or has the digital admin code. It is entitled to open the locker without the consent of the renter, in particular in the event of imminent danger or if the renter fails to pay invoices.

9. General information, obligations of the renter and Holdmybag GmbH

9.1 When submitting an offer to book a locker, the renter is obliged to provide truthful personal data. Holdmybag GmbH is entitled to verify the renter's identity at any time by checking an official document with a photograph. If the renter refuses to do so, no contract will be concluded.

9.2 The renter undertakes to keep the locker clean and to treat it with care. Any damage caused by the renter's use of the locker must be reported immediately to Holdmybag GmbH or the event organiser.

9.3 The locker is rented to the renter for personal use within the scope of the statutory provisions for the duration of the corresponding event. Subletting and re-letting are prohibited. The storage of dangerous items is prohibited. This applies in particular to all types of weapons or weapon-like items, pyrotechnic products and narcotics, as well as all other items that violate narcotics, weapons, youth protection or other laws or fire safety regulations.

9.4 Holdmybag maintains contents insurance for the contents of the lockers with a maximum coverage of EUR 250 per locker. Holdmybag's liability to users is limited to this amount. There is no further liability unless the damage was caused intentionally or through gross negligence by Holdmybag. The lessee undertakes to inform users of this limitation of liability by means of appropriate notices at the location.

9.5 The lessee is prohibited from storing chemicals, dangerous or hazardous substances and objects, or animals and living creatures in the lockers. Any violation of this rule will result in the locker being forcibly opened and cleared by Holdmybag GmbH or its service providers without prior notice or an explicit request to clear the locker. In case of imminent danger, Holdmybag GmbH reserves the right to forcibly open or clear the lockers. Claims for damages for any damage to the contents of the lockers that may occur during the forcible opening of the lockers are excluded.

9.6 The renter is responsible for any electronic devices brought into the lockers (especially those with batteries/rechargeable batteries). The customer is liable for any damage caused by electronic devices to the locker, to third-party property and/or to the customer's own property. Holdmybag accepts no liability for damage caused by electronic devices brought into the locker, in particular, but not limited to, lithium-ion batteries, power banks, mobile phones, laptops, tablets, wearables, batteries, etc.

9.7 Holdmybag GmbH has no knowledge of the items locked in by the renter **34**

but reserves the right to demand access to the locker at any time in order to verify compliance with the agreed terms and conditions.

Even without the consent of the renter, Holdmybag GmbH is entitled to open the locker with a spare key in case of imminent danger.

9.8 At the end of the rental period, the renter must empty the locker completely and remove any dirt. If dirt or damage remains on the locker after the end of the rental period, the provider may subsequently charge the renter for its removal.

10. Termination

The rental agreement is concluded for a specific and previously known period. Ordinary termination is therefore excluded. Extraordinary termination by Holdmybag GmbH may occur if the renter does not comply with the agreed terms and conditions, does not follow the instructions of Holdmybag GmbH or violates legal requirements. In particular, if the property of Holdmybag GmbH or other tenants or the safety of other tenants is endangered, Holdmybag GmbH may terminate the contract without notice and without refunding the rental compensation paid.

11. Data protection

Holdmybag GmbH complies with the Data Protection Act when handling personal, customer and company data. Holdmybag GmbH does not pass on any personal data of the renter to third parties, unless it is legally obliged to do so or the renter has given their express prior consent. If a third party is used for services in connection with the handling of processing procedures, the legal provisions are complied with. The data provided by the tenant when placing an order will be processed exclusively for the purpose of establishing contact within the framework of contract processing and only for the purpose for which the customer has provided the data. Payment data will be passed on to the credit institution responsible for the payment. At the customer's request, personal data will be deleted, corrected or blocked within the framework of the statutory provisions.

For questions and requests for deletion, correction or blocking of personal data, as well as collection, processing and use, the tenant can contact the following address: Holdmybag GmbH, Finkenhofstraße 29a, 60322 Frankfurt am Main. German law applies exclusively. The place of jurisdiction for any disputes is the registered office of Holdmybag GmbH, Frankfurt am Main, Germany.

12. Severability clause

Should one or more provisions of these General Terms and Conditions be invalid, illegal or otherwise ineffective, this shall not result in the invalidity of the entire contract or the entire terms and conditions. The invalid provision shall be replaced by the relevant statutory provision.

Holdmybag GmbH reserves the right to amend the general terms and conditions at any time.

Holdmybag GmbH
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