

Terms of Use

Welcome to "STRABL" ("STRABL"/Site") which is maintained by Blob Tech LTD. These are the terms and conditions governing your use of the Site ("herein after referred to as Acceptable Use Policy "AUP"). By accessing "STRABL" either through the website or any other electronic device, you acknowledge, accept and agree to the following terms of the AUP, which are designed to make sure that "STRABL" works for everyone. This AUP is effective from the time you log in to "STRABL" By accepting this AUP, you are also accepting and agreeing to be bound by the Privacy Policy and the Listing Policy.

STRABL will not trade with or provide any services to OFAC and sanctioned countries.

1. Using "STRABL"

You agree and understand that "STRABL" is an internet enabled electronic platform that facilitates communication for the purposes of advertising and distributing information pertaining to goods and/or services. While interacting with other users on our site, with respect to any listing, posting or information we strongly encourage you to exercise reasonable diligence as you would in traditional off line channels and practice judgment and common sense before committing to or complete intended sale, purchase of any goods or services or exchange of information.

While making use of "STRABL" marketplace and other services such as the reviews, comments and feedback, you will post in the appropriate category or area and you agree that your use of the Site shall be strictly governed by this AUP including the policy for listing of your Classified which shall not violate the prohibited and restricted items policy (herein after referred to as the Listing Policy.)

- a. " Your Information" is defined as any information you provide to us or other users of the Site during the registration, posting, listing or replying process of classifieds, in the feedback area (if any), through the discussion forums or in the course of using any other feature of the Services. You agree that you are the lawful owner having all rights, title and interest in your information, and further agree that you are solely responsible and accountable for your information and that we act as a mere platform for your online distribution and publication of your information.

b. You are obligated to provide us with accurate and up-to-date information, and failure to provide such information could void any transaction arranged via the “STRABL” site. We use the information that you provide for such purpose as responding to customer service inquiries, improving our service, communicating with you, and allowing other users to enter into rental and sales transactions with you and to fulfill their transactional obligations with you.

c. You agree that your listing, posting and/or Information:

- shall “not be fraudulent, misrepresent, mislead or pertain to the sale of any illegal, counterfeit, stolen goods and / or services
- shall not pertain to goods, services of which you are not the lawful owner or you do not have the authority or consent to 'list' which do not belong to you or you do not have the authority for
- shall not infringe any intellectual property, trade secret, or other proprietary right or rights of publicity or privacy of any third party;
- shall not consist of material that is an expression of bigotry, racism or hatred based on age, gender, race, religion, caste, class, lifestyle preference, and nationality and / or is in the nature of being derogatory, slanderous to any third party;
- shall not be obscene or contain pornography.
- shall not distribute or contain spam, multiple / chain letters, or pyramid schemes in any of its forms;
- shall not distribute viruses or any other technologies that may harm “STRABL” or the interests or property of “STRABL” users or impose an unreasonable load on the infrastructure or interfere with the proper working of “STRABL”
- shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any goods and services, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- shall not be placed in a wrong category or in an incorrect area of the site;
- shall not list or post or pertain to information that is either prohibited or restricted under the laws of the United Arab Emirates and such listing, posting or information shall not violate “STRABL” Listing Policy

- d. If you use the Site by registering on the Site, you are responsible for maintaining the confidentiality of your User ID, password, email address and for restricting access to your computer, computer system, computer network and your “STRABL” account, and you are responsible for all activities that occur under your User ID and password. If you access the Site using any electronic device other than by registration on the Site, the AUP remains applicable to you in the same manner as if you are a registered user on the Site.
- e. If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.
- f. The cardholder must retain a copy of transaction records and Merchant policies and rules.

2. Eligibility

Use of “STRABL”, either by registration or by any other means, is available only to persons, who are residents of the United Arab Emirates, who are 18 yrs of age and above and persons who can enter into a legally binding contract, and or are not barred by any law for the time being in force. If you access “STRABL”, either by registration on the Site or by any other means, not as an individual but on behalf of a legal entity, you represent that you are fully authorized to do so and the listing, posting or information placed on the site on behalf of the legal entity is your responsibility and you agree to be accountable for the same to other users of the Site.

3. Abuse of “STRABL”

You agree to inform us if you come across any listing or posting that is offensive or violates our listing policy or infringes any intellectual property rights by clicking on the following link “support@strabl.com” to enable us to keep the site working efficiently and in a safe manner. We reserve the right to take down

any posting, listing or information and or limit or terminate our services and further take all reasonable technical and legal steps to prevent the misuse of the Site in keeping with the letter and spirit of this AUP and the listing policy. In the event you encounter any problems with the use of our site or services you are requested to report the problem by clicking on this link support@strabl.com

4. Violations by User

You agree that in the event your listing, posting or your information violates any provision of this AUP or the listing policy, we shall have the right to terminate and or suspend your membership of the Site and refuse to provide you or any person acting on your behalf, access to the Site.

5. Content

The Site contains content which includes your information, "STRABL" information and information from other users. You agree not to copy, modify, or distribute such content (other than Your Information), "STRABL" copyrights or trademarks. When you give us any content as part of Your Information, you are granting us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right and license to use, reproduce, publish, translate, distribute, perform and display such content (in whole or part) worldwide through the Site as well as on any of our affiliates or partners websites, publications and mobile platform. We need these rights with respect to the content in Your Information in order to host and display your content. If you believe that there is a violation, please notify us by clicking here support@strabl.com. We reserve the right to remove any such content where we have grounds for suspecting the violation of these terms and our Listing Policy or of on the site any party's rights.

6. Liability

"STRABL" screens all postings on the site to ensure they comply with our Terms of Use and Listing Policy. However all postings and content remain the responsibility of the users of "STRABL" and

“STRABL” is not responsible or accountable for the content posted by the users. (Please refer to our Take Down Policy).

You agree not to hold “STRABL” or any of its officers, employees, agents or the parent company Blob Tech LTD. responsible or accountable for any of your listing, postings or information and nor shall we, our officers, employees or agents be liable for any misuse, illegal activity or third party content as most postings, listings or information are generated by various users directly. You understand and agree that we do not guarantee the accuracy or legitimacy of any listing, posting, information by other users. You further agree that we are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the site or as a result of any sale, purchase of goods and services with other users of the site. We also cannot guarantee continuous or secure access to our Services. Accordingly, to the extent legally permitted we exclude all implied warranties, of merchantability, fitness or quality of the Site and our services.

7. Personal Information

By using “STRABL”, you agree to the collection, transfer, storage and use of any personal information provided by you on the Site by “STRABL”. The data is stored and controlled on our servers. By submitting your personal details with your replies, you give permission to “STRABL” to publicly display your personal information which can be freely accessed by anyone. You also agree to receive marketing communications from us unless you specifically indicate otherwise in writing to us through “support@strabl.com”

8. General

We may update this Terms of Use or the listing policy at any time and may notify you of such updates via a post on the boards and /or through email communications. The modified AUP and /or Listing Policy shall come into effect either at the time you place your next posting, listing or information on the Site or after a period of 30 days from the date of the update, whichever is sooner. If we or our corporate affiliates are involved in a merger or

acquisition, we may share personal information with another company, but this AUP shall continue to apply.

9. Third Party Content and Services

“STRABL” may provide, on its site, links to sites operated by other entities. If the user decides to view this site, they shall do so at their own risk, subject to that site’s terms and conditions of use and privacy policy that may be different from those of this site. It is the user’s responsibility to take all protective measures to guard against viruses or other destructive elements they may encounter on these sites. “STRABL” makes no warranty or representation regarding, and do not endorse any linked website or the information appearing thereon or any of the products or services described thereon.

Further, user’s interactions with organizations and/or individuals found on or through the service, including payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the user and such organization and/or individual. The user should make whatever investigation they feel necessary or appropriate before proceeding with any offline or online transaction with any of these third parties.

10. Indemnity

“STRABL” acts as an introduction service provider by creating, hosting, maintaining and providing our Service to you via the website. We do not have any control over the products or services that are offered, rented, sold, and purchased via our Service. We cannot insure that a property owner and a renter or buyer will actually complete any given transaction. As such, we will not be held financially responsible or liable in any way, shape or form, for any and all losses incurred via transactions processed through our Services. As a User of our Services, you accept all liability and hold “STRABL” (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any and all losses incurred in any transactions processed through our Services. However, “STRABL” will act to suspend accounts of those members who are engaged in reported fraudulent activities to best protect the “STRABL” community from loss.

As a user, you hereby agree to indemnify, defend and hold “STRABL” and all of its predecessors, successors, parents, subsidiaries, affiliates, and past and present officers, directors, shareholders, investors, employees, agents, attorneys, representatives licensors and information providers harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by “STRABL” in connection with any claim arising out of any use or alleged use by you of this Website, the iOS/Android Application and/or the Services or arising out of or in relation to any breach by you of the Terms, or the representations, warranties and covenants you made by agreeing to these Terms.

11. Payment confirmation

Users will receive payment confirmation via email/sms once the transaction is completed. If no confirmation is received in 24 hours, please contact us.

12. Order Cancellation Policy for Rentals

If an order is placed for the next day, user will not be able to cancel their request to rent. Users can cancel their request up to 24hrs before the start date of the rental period.

If a rental order is cancelled within 48hours upto 24hours before the rental start date, 10% will be retained and the balance 90% will be refunded.

13. Damage/Theft Reporting

Any damages identified are to be reported to STRABL within 24 hours at the end of the rental/trial period (cool down period), failing to do so, STRABL will not entertain any claims:

- a. The Lender/Seller will be responsible for any damage the borrower/buyer or any other person may suffer as a result of any defect in the item they have ordered from The Lender/Seller.
- b. Damage reporting is to be done with all the relevant proof, if user fails to provide the relevant proof, the claim will not be taken into consideration.
- c. In case of any damage or theft or lost items during the transaction period and sufficient proof has been provided by

the owner of the item, STRABL can charge you for the damages/theft/lost items.

- d. You shall comply with all applicable laws when using the item.
- e. You will be liable to any late fees in case the item is not returned to the Lender/Seller by the specified return date. We will assume that you have chosen to keep any products that you do not return back to us by the end of the "Trial" Period and you will be charged for the total listed selling price of the item(s)
- f. The Borrower/Buyer agrees to be charged for damage that has been caused to the item while it has been in possession of the user, and also agrees to be charged the market value or listed price of the items in case of proven theft, lost item or irreparable damage while in possession. STRABL will charge the borrower/buyer from the "holding deposit" that will be taken from their credit/debit card.

14. Return & Refund Policy

Please refer to the Refund & Return Policy for details.

15. Delivery/Shipping Policy

If opted for, shipping/delivery will be done via STRABL's own delivery service or 3rd party delivery provider.

Delivery is set for the booking day for rentals and for TNBL or direct purchases it will depend on Sellers' item availability, depending on the region of delivery or any unforeseen circumstances.

16. Charges

- i) Service Fees: STRABL will charge a service fee of 7% above AED 800 or AED 55 for products priced AED 800 or below of the total amount on every TNBL transaction.
- ii) Any changes/additions to the service fees may be communicated to the users. The services fees can change.

Late return penalty (for rentals):

- I. Borrowers who return the items late or decide to keep the item without responding to prompts or without prior consent from the owner of the item and without informing STRABL, are subjected to

“Late return penalties”

For each late day, borrowers will be charged 100% of the rental value per day.

- II. Once the trial period ends, the user will be charged the balance amount of the listed price if there is no response by the Trial end date and will be considered as a final purchase.
- III. Non returns of rentals will be charged the market value or the said value of the item if mentioned in the description of the item by the owner.

17. Governing Law & Jurisdiction

This Terms of Use and the Listing Policy shall be governed and construed in accordance with the laws of the United Arab Emirates.

Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE. United Arab of Emirates is our country of domicile.