

Merchant Terms & Agreement

Welcome to “STRABL” (“STRABL.io”) which is maintained by STRABL Tech FZ LLC. 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. If you have any questions about these Terms of Service or the Services, please contact STRABL Support.

Terms of Service

These Terms of Service (“Terms of Service”) constitute a binding agreement (the “Agreement”) between STRABL (“STRABL.io”) and you or the legal entity you represent (“Merchant” or “you”) as applicable (each, a “Party” and collectively, the “Parties”).

" Your Information" is defined as any information you provide to us or other users of STRABL during the registration 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.

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” platform. 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 sales transactions with you and to fulfill their transactional obligations with you.

Definitions

“Services” means STRABL’s ‘Try Now Buy Later’, ‘Deferred Payment’ & ‘Try Before You Buy’ order processing, checkout integration, automated fraud detection, returns management, payments systems and delivery support

“Try Now Buy Later or Try Before You Buy” means a customer receives an item to try before getting charged.

“Deferred Payment or Pay Later” means a customer can pay for an item in full at a later time after receiving the delivery.

Modification

STRABL may amend the Agreement from time to time due to changes to the Services or for any other reason. When modifications are made, STRABL may (and where required by law,

will) send an email to you at the registered email address you provided to us. STRABL may require you to provide consent to the updated Agreement in a specified manner before further use of the Services (defined below) is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). Please regularly check STRABL's website to view the then-current terms.

Services

STRABL provides and authorizes the Merchant to integrate the checkout solution on the Merchant's online website or app and allowing the merchant's customers to purchase a product without paying upfront for it and being able to charge the same customer at a later time.

This "delayed period" will be determined by the Merchant and can be changed from the Merchant's online dashboard.

STRABL will provide reasonable technical support to the Merchant. The scope of the technical support is determined by the pricing tier selected by the Merchant. Technical support during the integration process can only be provided if the Merchant has given sufficient access to their website or app for STRABL to assist. Any service related support for STRABL's products integrated with the Merchant will be wholly provided by STRABL during the term of this agreement.

Exclusivity. Merchant warrants that during the Term (further defined below), STRABL shall be the Merchant's sole provider of Try Now Buy Later. For the avoidance of doubt, this means the Merchant agrees that it will not integrate nor directly or indirectly offer, promote or otherwise facilitate any third-party services nor any of its own services (neither solely by itself nor in cooperation with any third party) that offer services similar to Try Now Buy Later and Deferred Payment. For clarity, the Merchant is permitted to (a) continue offering services that allow customers to make an upfront payment in full, (b) continue or start using a returns management system, (c) continue or start using a payment installment system, (d) continue using a fulfillment service provider

License

5.1 License for Services. STRABL grants Merchant a revocable, non-exclusive, non-transferable, non-assignable license, to access and use the Services. The STRABL platform, and the Services, are the property of STRABL and its licensors and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property law. For certainty, Merchant will not acquire any ownership rights in the Services (in whole or part). The License shall terminate immediately, automatically, and without notice if Merchant attempts to circumvent any technical protection measures used in connection with the Services, or Merchant otherwise breaches any section of this Agreement

5.2 Restrictions on Use of the Services. Merchant will not: (a) offer for sale or lease, or sell, resell, or lease, or in any way transfer the Services; (b) attempt to create a substitute or similar service through use of, or access to, the Services; or (c) access or use the Services in a way intended to avoid incurring Fees, misrepresent usage or performance data, misrepresent transaction amounts or item data, misrepresent user information, or knowingly permit Customers and third parties to engage in actions that are prohibited under the Agreement. In addition, Merchant will not, nor will Merchant allow any third party

to (i) modify, translate, reverse engineer, decompile, disassemble, otherwise attempt to derive source code from, or create derivative works based on, STRABL IP, (ii) make unauthorized copies of STRABL IP, (iii) modify or remove any proprietary notices, disclosures, disclaimers, or STRABL Marks (defined below) from the Services or STRABL IP, or (iv) use the Services or STRABL IP in any manner or for any purpose other than for which the Services or STRABL IP have been provided or incorporated.

5.3 By posting, entering, uploading, transmitting, or submitting any information to STRABL while using the Services, Merchant hereby grants STRABL and its affiliates a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sub licensable, irrevocable, and perpetual license to copy, transmit, modify, store, translate, and adapt and otherwise use Merchant content in connection with the operation of the Service, and in accordance with our privacy policy located at <https://strabl.io/privacy-policy>.

5.4 Trademark License. Upon the terms and subject to the conditions of the Agreement, each Party (the "Licensor") hereby grants to the other Party (the "Licensee") a limited, revocable, non-exclusive, non-transferable license and right to use, reproduce, display, distribute, and transmit the Licensor's name, logo, and any other trademarks, trade names, service marks, photographs, graphics, brand imagery, text, and other content, in each case provided by the Licensor, in any and all media formats, whether registered or unregistered (with respect to each Licensor, the "Marks"), in connection with the use and marketing of the Services during the Term. Licensee's use of the Licensor's Marks may be subject to usage guidelines and quality control standards that Licensor may provide to Licensee from time to time. Upon Licensor's request, Licensee will provide to Licensor representative samples of Licensee's use of the Marks, and Licensor reserves the right to reject any such use in the event that Licensor reasonably believes a deficiency exists in the manner of use of the Marks by Licensee. All goodwill arising out of the use of the Licensor's Marks will inure to the benefit of the Licensor. Use of a Licensor's Marks does not create in the Licensee any ownership interest in Licensor's Marks. Neither Party will register or apply for registration of the other Party's Marks (or any confusingly similar trademarks, trade names, service marks, logos, or names). Each Party agrees to reasonably cooperate with the other Party with respect to any infringement action regarding such rights.

5.5 Merchant represents, covenants, and warrants that Merchant will use the Services only in compliance with the terms of service and STRABL privacy policy located at <https://strabl.io/privacy-policy> and all applicable laws and regulations. Merchant hereby agrees to indemnify and hold harmless STRABL against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Merchant's use or Merchant customers' use of Services. Although STRABL has no obligation to monitor Merchant customers' use of the Services, STRABL may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

5.6 Merchant shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Merchant shall also be responsible for maintaining the security of the Equipment, Merchant account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Accounts or the Equipment with or without Merchant customers' knowledge or consent.

5.7 Marketing Materials. STRABL may provide marketing language and material to Merchant to offer and market the Services. Merchant agrees to display STRABL Marks on Merchant sites and in Merchant marketing materials, and include STRABL Marks wherever Merchant markets, offers, or promotes the Services. Merchant permits and agrees to obtain any third-party licenses or consents required to enable STRABL to use Merchant Marks in marketing or promotional materials in connection with the Services, at no additional cost to STRABL. If Merchant breaches its obligations under this Section 5.7, Merchant will immediately cure such breach.

Confidentiality

The Parties agree to keep all information exchanged during the performance of this Agreement confidential, including but not limited to the terms of this Agreement and the Parties' trade secrets, customer lists, pricing, value added services and business strategies.

Fees

Merchant will pay STRABL the then applicable fees described during onboarding for the Services in accordance with the terms therein (the "Fee"). STRABL reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Merchant (which may be sent by email). If Merchant believes that STRABL has charged Merchant incorrectly, Merchant must contact STRABL no later than 60 days after which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the STRABL merchant support team via support@strabl.com.

Merchant also agrees to pay a Transaction Fee for payment processing services. The Transaction Fee is calculated as a percentage of the total order value, inclusive of Try Now Buy Later and fully paid products, and inclusive of tax, shipping and any other Merchant fees charged to the customer ("Transaction Fee").

Any offers or promotional prices will be communicated at the discretion of STRABL to the merchant. Merchant agrees not to share the pricing or service related details except for data that is publicly available.

Renewals - Failure to capture this payment will result in a 20-day grace period starting from the Date of Renewal. At the end of this period all services from STRABL will be paused until the pending payment is settled.

STRABL will add the logistic fees to the final product value if the merchant has opted for the logistics services to be provided. This fees will be charged to the buyer and will not be part of the Transaction Fee calculation. However, if the shipping fee is added to the final purchase amount through the merchant's contracted logistics service, it will be considered as the final purchase price and will be part of the Transaction Fee.

Exchange - In the event that the Merchant does match the order and:

Delivers the wrong size

Delivers the wrong colour

Delivers the wrong product

Delivers a damaged or dead on arrival item

The merchant agrees to exchange it for the correct and eligible product on their own account and using its' own logistics. Exchange should be carried out atleast 24hours before the end of the trial period or deferred payment period. Failure to do so will result in penalties that include covering the cost of logistics of the original order and the return of the same order. Additional penalties may be determined based on the frequency of errors and will be at discretion of STRABL.

Payouts

STRABL accepting a Merchant's customer order constitutes a binding agreement by Merchant to provide the product purchased in the transaction to the customer (the "Transaction"). When a payment for a Transaction is received and processed by STRABL, such payment less any applicable Fees shall be transferred to Merchant Bank account by STRABL as soon as reasonably practicable (a "Settled Transaction"). STRABL shall not bear the financial risk for Merchant loss of inventory; including without limitation (1) STRABL inability to secure payment for products delivered and not returned by Merchant's customers, (2) chargebacks initiated by Merchant's customers, (3) payment processor disputes related to stolen identity and (4) any other form of third-party fraud, (a "Loss of Inventory Transaction").

STRABL relies on third party systems that utilize Electronic Funds Transfer (EFT) and other methods to facilitate Settled Transactions. Transactions typically settle five (5) to seven (7) business days after the customer payment date. STRABL will then process a daily payout for all settled funds. The payout typically takes one (1) to two (2) business days to settle into the Merchant's bank account, depending on the receiving bank. Notwithstanding the foregoing, in the event that STRABL cannot convert a Transaction into a Settled Transaction due to (1) not having received payment, (2) a stop order placed by a payment processor or (3) any other factor beyond STRABL control causing a material delay in delivery or processing of payment, such payout schedule for that transaction may be materially delayed.

Termination

Termination with Cause. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this terms of service for a material breach by the other party that is not cured within thirty (30) days after written notice by the non-breaching party or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within thirty (30) days. Either party may terminate this Agreement immediately if the other party (i) terminates its business operations; (ii) becomes insolvent; (iii) suffers the appointment of a receiver or makes an assignment for the benefit of creditor; or (iv) enters into any voluntary or involuntary bankruptcy proceedings. In addition, either party may terminate this Agreement immediately if (a) it discovers that the other party has misrepresented, omitted or falsified any information or documentation provided to it, including, but not limited to, its financial records, inventory records, or any Customer information; (b) the other party engages in conduct that damages or disparages its reputation or goodwill (or the reputation of its services or personnel); or (c) it violates any applicable laws.

Obligations Upon Termination. Termination will not release either party from financial obligations owed to the other party for services previously delivered or payments owed

prior to termination, and the parties shall cooperate with each other to complete all outstanding obligations to Merchant Customers in a mutually agreed fashion.

Warranty

STRABL shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by STRABL or by third-party providers, or because of other causes beyond STRABL's reasonable control, but STRABL shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. However, STRABL does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. except as expressly set forth in this section, the services and implementation services are provided "as is" and company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability & fitness for a particular purpose and non-infringement.

Indemnity

STRABL shall not be liable for any loss, damage, or expense, including without limitation, indirect, consequential, or incidental damages or lost profits, arising from the use of STRABL's services, except for damages resulting from the Service Provider's gross negligence or willful misconduct. Each party agrees to indemnify and hold the Party, its directors, officers, employees, and agents harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Merchant's use of the Try Now Buy Later service or the Merchant's breach of any terms or conditions of this Agreement.

Force Majeure

Except for each party's payment obligations, neither party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement). In the event of the happening of such a cause, the party whose performance is so affected will give prompt, written notice to the other party, stating the period of time the same is expected to continue. Such delay will not be excused under this Section 12 for more than ninety (90) days.

Jurisdiction

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

This Agreement shall be governed by the laws of the United Arab Emirates without regard to its conflict of law's provisions. Merchant agrees to reasonably cooperate with STRABL to serve as a reference account upon request.