



## Terms and Conditions for Kasbee.com Services

These are the Terms and Conditions governing your access to and use of the website [www.kasbee.com](http://www.kasbee.com) (the "**Website**"), whereas:

- (i) Kasbee.com is Kasbee FZE with its registered office in Umm Al Quwein, U.A.E., licensed by Umm Al Quwain Free Trade Zone Authority, P.O. Box 7072, Umm Al Quwain, United Arab Emirates.
- (ii) Kasbee.com is an online shop that sells digital goods to Users;
- (iii) the offers and sales performed through the Website are made between Kasbee.com and Users, where Kasbee.com also facilitates such transactions by means of establishing and maintaining the Website's functionalities and provides certain additional services to the Users aimed at improving safety, speed and certainty of the transactions;
- (iv) these Terms and Conditions contained here on this webpage shall govern your use of Kasbee.com;
- (v) by making an order on Kasbee.com and accessing the Website, you acknowledge and accept that your usage of Kasbee.com shall be governed by these Terms and Conditions and any other specific rules, procedures, terms and conditions for the products, services or facilities offered as determined or as may be amended by Kasbee.com at any time or from time to time at its absolute discretion.

### 1. DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have the following meanings, unless the context otherwise requires:

**1.1 Kasbee.com:** means Kasbee FZE with its registered office in Umm Al Quwain, U.A.E., licensed by Umm Al Quwain Free Trade Zone Authority, for users wishing to buy various digital goods from [www.kasbee.com](http://www.kasbee.com);

**1.2 User:** means a person who uses the Website and/or purchases items on Kasbee.com;

**1.3 Parties:** means collectively, Kasbee.com and the User, and ("**Party**") shall mean any one of them;

**1.4 Website:** means a group of webpages made available on the Internet from the address [www.kasbee.com](http://www.kasbee.com);

**1.5 Service:** means the services provided by Kasbee.com, including, without limitation, reselling and retailing digital goods and content;

**1.6 Terms and Conditions:** means these terms and conditions, including attachments, encompassing a set of rules regulating the use of the Website and rights and obligations of Users and Kasbee.com;

**1.7 Privacy Policy:** means a set of rules regulating the processing of personal data and privacy protection policies applied against Users by Kasbee.com.

## **2. APPLICABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS**

2.1 The User hereby agrees to and accept these Terms and Conditions and the Privacy Policy as a whole and without reservations.

2.2 Users unable to conclude a legally binding agreement with Kasbee.com, and those who are prohibited from using the services due to the regulations of regional restrictions, including the country/region of current residence of the User and place of use of services, are hereby asked to refrain from using the Website.

2.3 Kasbee.com reserves its right to make any changes and modifications to these Terms and Conditions, including the right to introduce new provisions and delete the previous ones, which can be done unilaterally and at its own discretion and at any time through publication of the emended Terms and Conditions on the Website. Therefore, it is the User's obligation to check on a regular basis whether the Terms and Conditions were subject to amendments. By further using such Website and services, you signify your agreement to be bound by all changes that may affect you. Unless explicitly stated otherwise, the amended Terms and Conditions shall come into effect automatically after their publication on the Website/at the moment of their publication on the Website.

2.4 In the event that the Terms and Conditions are translated into any other language and there is any inconsistency between the English version and such translation, the English version shall prevail, unless otherwise provided or unless such apparent inconsistency arises out of a difference in legal requirements in a specific country.

2.5 When using any services or sending e-mails to Kasbee.com, the User communicates with Kasbee.com electronically. Kasbee.com communicates with Users by electronic mail. For contractual purposes, the User consent to receive communications electronically, and they agree that all agreements, notices, disclosures and other communications that Kasbee.com electronically provides meet any legal requirements of such communication in writing, unless mandatory applicable laws specifically require a different form of communication.

## **3. USE OF SERVICES**

3.1 You shall procure, at your own costs and expenses, the requisite equipment and software to connect and access the Website and the ensuing use of the Services. You shall bear all charges and fees imposed by third parties in relation to and in connection with you connecting your equipment to the Website.

3.2 It is your primary responsibility to ensure that you are acquainted with the guidelines and procedures for the use of the Services that Kasbee.com may issue from time to time. Kasbee.com shall not be liable for any errors, losses or damages caused by your use of the Services.

3.3 Any dispute or claim arising out of or in connection with this Website shall be governed and construed in accordance with the laws of the United Arab Emirates.

## **4. PAYMENT**

4.1 You may pay for the Services in such currency that is available on the Website in accordance with the prevailing exchange rate determined by Kasbee.com at its absolute discretion.

4.2 You shall be solely liable to make payments and applicable taxes, if any, in relation to and in connection with the usage of the Services (or any of them).

4.3 Kasbee.com shall have the absolute discretion to cancel any payment request made by you without assigning any reasons whatsoever.

4.4 Kasbee.com shall be entitled to vary or modify or remove the modes of payment available on the Website at any time without prior notice to you.

4.5 If you make a payment for products or services on the Website, the details you are asked to submit will be provided directly to our payment service provider via a secured connection.

4.6 The User must retain a copy of transaction records and merchant policies and rules.

4.7 We accept payments online using Visa and Mastercard credit/debit cards in United States Dollars (USD).

4.8 Kasbee.com will not deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctioned countries in accordance with the law of the United Arab Emirates.

4.9 Multiple transactions may result in multiple postings to the User's monthly statement.

## **5. REFUND AND CANCELLATION POLICY**

5.1 Refunds will be done only through the original payment method used for purchasing.

5.2 Refunds are applicable if Kasbee.com does not deliver the card code to the User's registered email address.

5.3 Kasbee.com will replace or compensate the User with the same order value in case the card code was redeemed before the purchase date.

5.4 Refunds or returns are inapplicable on digital products.

5.5 If the User received a wrong product, Kasbee.com will send the correct product to the User's email address within three (3) working days after receiving the complaint.

5.6 If the User could not redeem the purchased card code on the merchant's website, the merchant should be contacted directly. The merchant's contact details are available on the brand page on the Website.

5.7 Kasbee.com is not responsible for any technical error or redemption issue on the merchant's website.

## **6. PURCHASE AND DELIVERY POLICY**

6.1 Digital products are delivered to the User's registered email address and do not require physical delivery.

6.2 After receiving the card code, the User has to read the brand instructions on how to redeem the card on the merchant's website.

6.3 The User has to read the description and system requirement before purchase.

## **7. AVAILABILITY OF SERVICES**

7.1 The Services are usually available on a daily basis, unless otherwise specified herein.

7.2 There may be certain times that the Services may not be available due to maintenance or technical

problems of the Website or such other reasons beyond the control of Kasbee.com. Kasbee.com makes no warranty that the Services will be available at the times stated herein. Where technical problems arise, Kasbee.com hereby commits to deal with them as soon as possible.

7.3 Unless otherwise provided in these Terms and Conditions, Kasbee.com shall be entitled at its absolute discretion, without notice to you, to change the procedures, the mode of operation of the Services at any time and from time to time for any reason whatsoever.

8.4 Notwithstanding any provisions to the contrary in these Terms and Conditions, Kasbee.com shall be entitled to:

- (i) immediately terminate, discontinue, withdraw or suspend your use of the Services without notice; or
- (ii) impose conditions or restrictions on your use of the Service without notice.

## **8. RELIABILITY OF WEBSITE**

8.1 You are aware that all transactions conducted on the Website are through telecommunication and data network.

8.2 You are fully aware that your receipt of the notification from Kasbee.com and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. You accept that Kasbee.com cannot guarantee the prompt delivery of such notification or confirmation.

8.3 You acknowledge and confirm that you shall take all steps and measures to check and verify your transaction history.

## **9. LIMITATION OF LIABILITY**

Under no circumstances shall Kasbee.com, or any of its employees, agents or licensees, be liable for anything resulting from or connected to your use of this Website. Kasbee.com, including its employees, agents or licensees shall not be liable for any indirect, consequential or special liability resulting from or in any way related to your use of this Website.

## **10. INTELLECTUAL PROPERTY RIGHTS**

All copyrights, trademarks, service marks belong to the corresponding owners/publishers and Kasbee.com is not related or associated to any of the said owners/publishers in any respect. All services offered on the Website are offered by Kasbee.com, not the owners/publishers.

## **11. RESTRICTIONS**

The User is expressly and emphatically restricted from all of the following:

- (i) Using this Website in a way that is damaging, or that could be damaging to this Website;
- (ii) using this Website contrary to applicable laws and regulations, or in a manner that results in, or that could result in harm to the Website, or to any person or business entity;
- (iii) engaging in any data mining, data harvesting, data extracting or any other similar type activity related to this Website, or while using this Website; and/or
- (iv) using this Website to engage in any type of advertising or marketing activity.

Certain areas of this Website are restricted from access by you, and Kasbee.com may further restrict access to other areas of this Website by you, at any time, at its sole discretion.

## **12. SEVERABILITY**

Should any provision of these Terms and Conditions be found to be unenforceable or invalid under any applicable law, the unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole. Any such provisions shall be deleted without affecting the remaining provisions contained herein.

## **13. ENTIRE AGREEMENT**

These Terms and Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Kasbee.com and you with regards to your use of this Website, and replace all prior agreements and understandings with respect to the same.

## **14. CONFIDENTIALITY**

The Parties undertake, during the term of this agreement and thereafter, not to disclose to a third party or to unduly use, on their own behalf or on behalf of a third party, information that a Party has received from the other Party and which relates to the other Party's activities. A Party shall immediately, upon request by the other Party, return all confidential information relating to the other Party that has been received under this Agreement. The User further undertakes not to disclose nor discuss any confidential information related to Kasbee.com and this agreement to any third party and any media outlet whatsoever and for any reason whatsoever, even if it was due to a dispute between the parties. The User acknowledges that they will be subject to punitive measures for any losses Kasbee.com might suffer due to such unauthorized disclosure. Such punitive measure shall include a minimum of one million United States Dollars (USD 1,000,000.00) for each attempt if proven losses in reputation has been made.

## **15. TERMINATION**

15.1 Both the User and Kasbee.com have the right to terminate the agreement. The agreement between the User and Kasbee.com on providing a teleinformatic platform and certain functions of the Website is concluded for unspecified period of time.

15.2 Termination of the agreement by Kasbee.com is made through blocking User's access to the Website. Blocking User's access to the Website may be made after information is sent to the User's electronic mail address regarding the blocking. In case of gross violation of the terms of these Terms and Conditions by the User, Kasbee.com has the right to terminate it with it with immediate effect through an immediate blocking of the User's access to the Website.

15.3 Kasbee.com has the right to temporarily suspend the User from accessing the Website if its security is compromised in any way or if significant violations of this agreement or the law (by the User) are discovered (if Kasbee.com will not terminate the agreement because of this).

15.4 Upon cancellation or termination of the Services:

- (i) All rights granted to the User hereunder shall immediately terminate and shall revert to Kasbee.com;
- (ii) Kasbee.com may, at its absolute discretion, decide not to act on any request received by Kasbee.com after the effective date of termination; and
- (iii) Kasbee.com may, at its absolute discretion, decide not to act on any confirmation or request received by Kasbee.com between the date of notice is given to the User and the effective date of termination (if there is a lapse of time between the two dates).

## **16. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions will be governed by and construed in accordance with the laws of the United Arab Emirates, and you submit to the nonexclusive jurisdiction of the Umm Al Quwain courts in the United Arab Emirates for the resolution of any disputes.