**TERMS AND CONDITIONS**

1. **Introduction**
   1. These Terms and Conditions govern your (hereinafter referred to as the “**you**”, “**yours**” or the “**Customer**”) relationship with VABA LLC FZ (hereinafter referred to as “**We**” or “**VABA LLC**”).
   2. VABA LLC is a **[xx]** incorporated under the laws of United Arab Emirates having its principal place of business at **[xx]**. It owns, runs and manages this platform, **[xx]** (the “**Platform**”).
   3. Please ensure that you have read the Terms and Conditions carefully. By using the Platform, you agree that you have read, understood and accepted the Terms and Conditions and any policies that are referred to herein. Please do not use the Platform if you have not read, or do not agree with these Terms and Conditions, either in whole or in part.
2. **Eligibility**

Only natural persons who are of the age 18 or above shall be authorized to use the Platform. You must only use the Platform if you can knowingly and willingly enter into contracts under the applicable laws. You may be asked additional information for verification of your age. If you are using the Platform on behalf of a business, you hereby represent and warrant that you are authorized by the business to use such Platform on its business. We are entitled to suspend or terminate your use of the Platform at any given time for violation of this clause.

1. **Services**

* 1. The Platform is solely a technology platform that enables the Customers to purchase Airport Services (“**Airport Services**) from different vendors (the “**Vendors**”) based at different airports (the “**Airports**”). VABA LLC itself is not a vendor and does not provide any Airport Services directly to the Customer. You must read the terms of service and other documents related to the Airport Services. The Vendors are solely and entirely responsible for the provision of the Airport Services and VABA LLC shall not be liable for any acts or omissions of the Vendors.
  2. You understand that each Airport Service may have its own terms, conditions, rules, regulations and guidelines. The Customer must be responsible for complying with the same.
  3. We use all reasonable efforts to ensure that the Airport Services are rendered in the same way as they are displayed on the Platform. However, we cannot guarantee that the Vendors will deliver the Airport Services in the same manner as displayed on the Platform. We disclaim all liability, losses, damages, costs and expenses in this regard.
  4. The booking of Airport Services does not exclude the Customers from complying with the rules, regulations, requirements and procedures of the customs and immigration authorities at the Airports.
  5. All Airport Services are subject to availability. VABA LLC cannot guarantee that the Airport Services will be available for purchase at all times.
  6. It is hereby clarified that the rates of the Airport Services may be calculated by the airports depending on the amount of passengers booking such service. However, it is not necessary that the rates for each passenger are proportionate to the amount of passengers in the booking. The Airport Services reserve the right to calculate the rates in their own discretion.

1. **Bookings and Payments**
   1. The Customer may book any Airport Service by following the procedures on the Platform. You must enter the payment details for us to process the booking.
   2. You will receive an email once a booking has been placed. You will further receive a confirmation voucher as soon as your booking is confirmed. You authorize VABA LLC to debit the payments from your selected payment method upon confirmation of the booking. However, the relevant card may be put on hold while the booking is being confirmed. If the booking is not confirmed, the hold will be released and amount will be returned as soon as possible.
   3. The prices for all bookings and services shall be such as reflected on the Platform. These prices shall be paid fully upfront. All cancellations shall be governed by the cancellation policies presented at the time of booking the Airport Service.
   4. By making a booking, you authorize us to authenticate your identity, obtain information about you from third parties, transmit information about you to third parties (such information includes, but is not limited to credit card or debit card details) and obtain card authorizations.
   5. By making a booking, you represent and warrant that you have the authority to use the credit card or debit card through which the booking is being made. You will bear the risk of credit card fraud occurring in connection with your transactions. You will further bear all other risk of fraud or loss. We are entitled to refuse to process or suspend a transaction if we suspect any issues with the payment, including fraud or payment without authorization.
   6. The bookings cannot be transferred to any other person. The bookings must only be availed by the persons in whose name the bookings are made. You may be subject to additional charges if there are additional passengers who are not part of the bookings.
   7. You shall be fully responsible for providing the correct details of booking, which include but is not limited to, name of the passengers, contact details, flight details, date of travel, details of the airport and the terminal and service package. VABA LLC shall not be responsible in any manner whatsoever for any damage or loss you incur as a result of providing the incorrect details.
2. **Customer Obligations**
   1. The Customer shall be responsible for the following:
3. Complying with all specific requests and applicable policies, rules, procedures and guidelines of the Vendors and the Airports.
4. Reaching the Airport sufficiently in advance to ensure that the services can be provided and all procedures can be completed within due time.
5. Cooperate and comply with all directions of the customs and immigration authorities of the Airport.
6. Directly contact the assigned agent to discuss about the Customer’s arrival at the Airport, and other necessary things such as requirements of baggage assistance, arrival location and timings.
7. Locating the agent at the previously discussed location and time who will be providing the Airport Service at the Airport**.**
8. Carry all necessary documentation in order to avail the Airport Services.
   1. VABA LLC shall not be responsible for any damages, losses, injuries, costs, expenses or liabilities which occur or arise out of, either directly or indirectly, delays or failures of the Customer’s obligations contained in these Terms and Conditions (either stated in this clause or otherwise).
9. **Cancellation**

You may cancel your booking of the Airport Service at any time. However, you shall be subject (and you accept) to such cancellation fee as specified the cancellation fee and urgency policy presented by VABA LLC at the time of booking. The cancellation fees may differ depending on the type of Airport Service booked and timing of cancellation. The cancellation fees may be up to 100% of the value of the booking.

1. **Electronic Communications**

While using the Platform, you may be communicating with us or our representative through electronic means. You hereby consent to receive communications from us electronically, which shall include but is not limited to emails, texts, messages or push notifications.

1. **Use of the Platform**
   1. The Customers shall always use the Platform for lawful reasons.
   2. The Customers shall not do the following:
2. Use or access the Platform in such manner which in any manner whatsoever impairs the Platform or other party’s use of the Platform.
3. Use any device, software or mechanism which is for the purposes of copying any information listed on the Platform.
4. Use or access any process on the Platform in an unauthorized manner, which includes but is not limited to disassembling the Platform or any process therein.
5. Attempt to breach the authentication and security measures of the Platform, and any of its any database or server.
6. Use the Platform in any manner which is in breach of the Term and Conditions and any other applicable laws, rules and regulations.
7. Transmit or transfer any material which is harmful for the Platform or VABA LLC, including but not limited to any kinds of viruses and other related cyber-attacks and defects.
8. Impersonate any other person by creating misleading identity with the intention to defraud or mislead anyone.
9. Use the Platform in any manner which interferes the use and enjoyment of other users.
10. **Modifications**

VABA LLC shall have the absolute right to amend, alter, change, discontinue and temporarily or permanently suspend the Platform either fully or partially at any point in time. VABA LLC shall not be responsible in any manner to any party for damages incurred as a result of such alteration, suspension or discontinuation. However, VABA LLC will ensure that the all bookings made prior to the alteration, suspension or discontinuation of the Platform are completed.

1. **Intellectual Property**
   1. All materials, content and information which is made available through the Platform, such as graphics, texts, button icons, logos, images, audio clips, data compilations, digital downloads and the software is the sole property of VABA LLC. The same is also copyrighted and trademarked under the relevant applicable laws. The logo, name, slogans and designs of VABA LLC is the trademark of the company. The Customer shall not claim any right, title or interest in such intellectual property nor shall it use the same for any reason whatsoever without prior permission of VABA LLC.
   2. You may come across other trademarks on the Platform which are owned by third parties. You agree to not infringe upon the intellectual property rights of such third parties. You agree to indemnify, defend and hold harmless VABA LLC for any damage that it incurs as a result of breach of this obligation.
2. **Exclusion of Liability and Indemnity**
   1. VABA LLC disclaims liability and shall not be liable for the following in any manner whatsoever:
3. For any decisions which are made by the Airport, airlines immigration or custom authorities;
4. For any delays and cancellations which are not due to the fault of the Customer or are beyond control of VABA LLC;
5. For any personal injury caused to the Customer, or damage or loss to the property of the Customer;
6. Any actions or omissions of any third party, including but not limited to the Vendors and the staff or authorities of the Airport;
   1. The Customer hereby covenants, agrees and confirms that it shall indemnify, defend, and hold harmless VABA LLC and their respective partners, subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents from all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part:
7. any act, error or omission, whether intentional or unintentional, by the Customer related to or arising out of its obligations and responsibilities under these Terms and Condition.
8. an actual or alleged breach by the Customer of any of its representations, warranties or covenants contained in this Terms and Conditions.
9. any act, error or omissions, whether intentional or unintentional, by any third party, including but not limited to the Vendors and authorities of the Airport.
10. **Governing Law and Dispute Resolution**

These Terms and Conditions and all matters arising out of or in connection with these Terms and Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute arising out of or in connection with these Terms and Conditions shall be resolved amicably, failing which it shall be referred to exclusive jurisdiction of the courts of the United Arab Emirates.

1. **Disclaimer**
   1. WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE PLATFORM, EITHER OCCURRING IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT. PARTICULARLY, IN NO EVENT WHATSOEVER VABA LLC OR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, SUBCONTRACTORS, LICENSORS, EMPLOYEES, DIRECTORS AND/OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR ANY OTHER KIND OF DAMAGES, CLAIMS, INJURIES OR LOSSES WHICH ARISE DIRECTLY OR INDIRECTLY FROM THE USE OF PLATFORM, IRRESPECTIVE OF WHETHER SUCH DAMAGE IS DUE TO THE RESULT OF ERRORS, DEFECTS, VIRUSES, INTERRUPTIONS OR DELAYS.
   2. THE SERVICES, AND THE INFORMATION AND CONTENT IN CONNECTION THERETO PROVIDED TO THE CUSTOMER BY VABA LLC UNDER ARE PROVIDED ON AN AS-IS AND WHERE-IS BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. **Third Party Links**

The Platform may contain link to third party websites. Please click on these links at your own risk. We do not assume any liability for the content on these links. We shall not be responsible for any damage that you may incur as a result of visiting these pages.

1. **Contact us**
   1. Our contact details are:

**[xx]**.