

# Contract N0D1-0 dated 09/05/2024

## Terms & Conditions

### 1. Acceptance

Upon execution of this Storage Contract (the "Agreement") by both parties: Space Hub General Warehousing L.L.C ("Space Hub") and the Customer, the Agreement becomes a binding contract between the Customer and Space Hub. This will include provision of services outlined in the agreement which include storage, access control, inventory control, and any other related services or products (the "Services"). The Customer's execution of the Agreement and / or acceptance of any service and / or products shall constitute the Customer's acceptance of the terms and conditions herein, and the exclusion of any terms and conditions otherwise stated by the Customer or correspondences in any form which conflict with or limit the Terms and Conditions fixed herein.

1.1 Space Hub provides the Storage Unit N01 with the size of 2.76 located at Dubai, 46J8+HC2 Dubai - United Arab Emirates to the Customer **John Doe** for storage purposes.

1.2 The Agreement start date is set as of 09/05/2024.

1.3 The Agreement is being concluded online (via internet) and comes into force as soon as accepted by the Customer. Registration of the Customer through the registration form on the Space Hub website (the "Website") <https://spacehubstore.com>, evidencing the compliance with the terms and conditions of the Agreement, and relevant payment transaction are deemed as abovementioned acceptance. A copy of the Agreement is being saved in the IT system (located on the Website) of Space Hub. During the conclusion of the Agreement the Customer undertakes the obligation to follow system's indications. All the data received and saved by the IT system counts as confidential.

1.4 The amount of the monthly fee for storage is AED 1,200.00 (5% VAT included).

1.5 The customer is obliged to handover the Unit back to Space Hub on the last day of paid service period counted as final by means of pushing the button on the Website, as it is described in article 12 of the Agreement. By the time of handover the Unit has to be free from any possessions or items and garbage. The Customer has to return the Unit to Space Hub in the same condition in line with normal tear and wear coefficient.

1.6 The minimal term for storage is 1 (One) month (the "Service period").

### 2. Prices

Quoted prices are subject to change by the Space Hub prior to the Space Hub execution and acceptance of the Agreement, on the Agreement becoming binding on both parties, prices are subject to change for any service or sale of items(s) yet to be provided/delivered, such change shall be notified to the Customer via email or text message. The Customer agrees to pay any taxes and / or duties arising under the Agreement. 5% Value Added Tax (VAT) is included to all invoices. The currency of settlements between the parties is dirham AED. To process the payment, Space Hub may send the necessary information to an authorized processor (<http://www.network.ae>).

### 3. Service Provision

This Agreement is open ended and does not have any fixed end date. Space Hub will provide the services upon receipts of the first month's payment.

**This Agreement does not construe a lease or rental agreement. Services provided by the Space Hub do not empower the Customer with any rights to manage somehow their storage unit, except for its intended use, namely, storing their allowed belongings in it. The Customer also confirms and agrees that for the purposes of this Agreement and its rightful execution, they do not need, and they are not going to apply for Ejari.**

The monthly renewal fee will be applied automatically if the Customer didn't close the Agreement manually on the Space Hub website or in mobile application before new service period start.

### 4. Payment

4.1 The payment structure will be outlined in the Customer's personal account and may take the form of a single payment for the entire duration of the Agreement, or monthly installments made by withdrawals from a credit card or bank transfers. Payments are required at the commencement of each month of storage. Charges and penalties may be applicable to any declined credit card payment, which will be AED 100.00 to any bank charges.

***4.2 A late penalty fee of 0.35% per day from the amount owed is applicable for any unpaid invoices by the due date, and access to Unit may be restricted from the first day of non payment, until payment received in full, including any fees. The Agreement of the Customer, who consequentially pays late, may be unilaterally terminated by Space Hub.***

4.3 Any refunds of advance payments are under solely Space Hub discretion.

## **5. Non-Payment**

Failure to pay for storage for a period of 60 consecutive days will result in ownership of the property stored in the storage unit being transferred to Space Hub for disposal or to recover any outstanding balance from the Customer. Space Hub will have no obligation whatsoever to disclose information concerning action taken, if any. Any such action shall not affect Space Hub's right to take necessary legal measures to obtain payment for services provided to the Customer.

Non-payment in Dubai is being regulated by penalty law (Federal Law No. 31/2021 (the New Penal Code)). Space Hub may apply to a debt collection agency to reclaim the debt in full, including the price of the collection agency's services.

If the Customer fails to pay the debt, further legal actions will be taken, with potential consequences to the customer that may lead to including into UAE debtors blacklist and following a travel ban.

**Customer's Pledge: In the event of non-payment, I, the Customer, authorize Space Hub to disable access to my storage unit on the first day of non payment. At sixty (60) days overdue, I authorize Space Hub to dispose my items that are stored under this agreement. I, as the Customer, will be fully responsible for settling all dues with Space Hub and won't be entitled to submit any claims towards Space Hub or any third party related to it, as I fully understand the consequences of non-payment.**

## **6. Default of Prompt Payment**

In default of prompt payment from the Customer's debt, the Customer authorizes Space Hub to:

- On the fourteenth (14th) day after the renewal date, charge late penalty fee of 0.35% per day from the sum owed.
- Charge a minimum fee of AED 100.00 for clearance of the unit and any extra additional charges for the removal and transfer of any items left behind by the Customer.
- Refuse the customer and his agents access to the goods, the storage unit and the site.
- In the event when debt is not paid promptly, or the Customer fails to collect the goods after Space Hub has required the Customer to collect them, or upon expiry or termination of this Agreement, Space Hub may, subject to this condition, sell the goods and use the proceeds of sale to pay first the costs incurred by Space Hub in the sale and removal, and secondly in paying the Customer's debt, and to hold any balance for the Customer.

## **7. Repair and Storage Lien:**

The parties agree that Space Hub shall be entitled to claim a lien against Customers Items for any unpaid Fee in accordance with these Terms and the laws of Dubai. Space Hub may retain or sell any of Customers items in accordance with such laws to satisfy and unpaid Fee.

## **8. Contents of Storage**

8.1 Space Hub does not bear responsibility for the content of the Unit. To avoid any financial losses it is recommended to insure the content of the Unit, especially if the total value of items and goods being stored exceeds AED 10,000. Choice of insurance company is fully under Customer's discretion. Space Hub shall not be liable to the Customer for any damage or loss of any good or property stored, for any damage or loss of any good or property whilst in transit to and from Space Hub storage facility, and/or for any personal injury or death of the Customer or their representatives arising from the use of Space Hub services or being in storage facility, regardless of how such damage or loss or injury occurred and no matter what the cause, including but not limited to: burglary, mysterious disappearance, fire, heat, water, loss or damage from insects, rodents, building

defects, etc., The Customer shall Indemnify and hold Space Hub unaccountable at all times against all such claims, demands, actions, proceedings, losses and expenses including legal costs between solicitor and own client on a full indemnity basis and all other liabilities of any nature or description and howsoever arising which may be made, taken, incurred or suffered by the Customer in connection with, or in any manner arising out of this Agreement and/or the Goods stored within the Unit or whilst in transit.

8.2 The Customer undertakes that they are the legal owner of the items that are being stored in the storage unit or is otherwise authorized to execute the Agreement on behalf of the lawful owner. Items being stored must be packaged suitably for storage purposes and must not be prone to fire, leakage, moisture, foul smell, contamination, or explosion. Food or perishable items and animals or live creatures may not be stored (full list of prohibited items for storage please see at the Space Hub official website: <https://spacehubstore.com>).

8.3 Hazardous goods, as described below, are expressly forbidden:

- Toxic and radioactive matters
- Smoldering or smelly materials
- Highly inflammable materials and liquids
- Items prohibited for possession in United Arab Emirates
- Weaponry and explosive matters
- Money and security papers
- Food
- Flora and fauna species
- Drugs and medicine in any form

The Customer acknowledges and agrees that the Unit will be used for storage only, and that the use of the Unit for any other purpose, including but not limited to: human or animal habitation, gardening, production and service providing is specifically prohibited.

8.4 The Customer undertakes not to store items directly or indirectly in violation of the laws of the United Arab Emirates.

**Space Hub will not be liable or responsible for any violation of this clause by the Customer and may, if necessary, remove items from storage if deemed as high risk, or if requested to do so by the local authorities.**

8.5 If the Customer intends to store water-sensitive items in the Unit, they need to use any kind of base or racks for these purposes, so in case of a leakage (from the AC ducts or water pipes) Space Hub can't be held liable.

## **9. Storage restriction**

Space Hub is not engaged in the activity of storing Goods for hire and no bailment is created under this Agreement. The Customer agrees not to store cash, jewelry, heirlooms or items of high value that should otherwise be stored in a safety deposit box at a bank or works of property having special or sentimental value to the Customer. The Customer acknowledges that Space Hub has no concern with the kind, quantity, or value of the Goods, which may be difficult or impossible to ascertain.

- Vehicles and cars are not allowed to drive inside of the storage facility. Penalty for violation is 300 AED.
- It is forbidden to take out trolleys, ladders and other Space Hub property outside the storage facility.
- It is forbidden to leave entrance and public doors to the storage facility open for long periods of time. It is not allowed to place any obstacles on the way of automatic doors, gates, etc., preventing them from normal functioning. In case of violation of this provision, which led to damage or malfunction to the Space Hub property or equipment, the Customer is obliged to reimburse all the expenses and costs related to repair and recover of damaged equipment.
- It is forbidden to leave garbage (trash, litter and so on) inside and in the vicinity of the storage facility. All the items left outside of storage units for a long time will be seen as garbage.
- It is forbidden to make any hindrances to other customers and their cars.
- It is forbidden to park vehicles by the entrance of the facility or anywhere else inside the compound for more than 30 minutes, as per the regulations set by the owner of the property. If violated, a penalty of 1000 AED may occur and charged directly to the Customer.

In case of violation of abovementioned provisions by the Customer, Space Hub has the right to terminate the Agreement unilaterally withholding any advance payments.

## **10. Storage Access**

The Customer shall be provided with access via Space Hub mobile application by using Bluetooth technology, that allows access to the storage facility. The Customer undertakes to report any lost or stolen access device in writing to Space Hub and indemnifies Space Hub from any removal of items and / or theft resulting from loss or unwilling sharing of an access device.

Although an access control system has been installed to allow Customer 24-hour access to the storage facility, Space Hub will not accept any liability for inability to access the storage unit resulting from system failure or for any other reason whatsoever.

## **11. Notice/Change of Contact details**

The Customer is required to notify Space Hub immediately of any changes to their name, address, phone number, contact information or account numbers by emailing [support@spacehubstore.com](mailto:support@spacehubstore.com). If, as a result of Customer's failure to provide Space Hub with updated information, Space Hub is unable to process any fees or charges payable under this Agreement, or if Space Hub is unable to contact Customer in the event of an emergency, Space Hub may deem Customer's property to have been abandoned, and dispose of any such property in accordance with the terms Repair and Storage Lien detailed in clause 7 of this Agreement.

Space Hub sends all the messages, invoices and other documents by email or phone text / WhatsApp messages indicated by the Customer. The Parties have agreed that all of them are valid without digital signature if they are sent through Space Hub email. The Customer is obliged to keep email ID provided to Space Hub valid and active and check it regularly (including spam folder). Mobile phone number provided during registration has to belong to the Customer.

## **12. Termination**

The Customer or Space Hub may terminate the Agreement on giving ten (10) days' notice (the "Notice Period"), in writing, to the other party. If the Customer terminates the Agreement before current service period finishes, the Customer will be liable for the payment for the current month as set out in Clause 4. The current month will be defined as the payment month occurring on the tenth (10th) day of the Notice Period.

Please note: if you selected **Year** or **6 months** rate or were given **personal discount**, but later decided to terminate the contract before indicated period, then the monthly rate will be recalculated without relevant period discount.

After Notice period the Customer terminates the Agreement through the Self Service in the Website interface or mobile application, using the username and password when logging in. Space Hub is notified of pressing the corresponding button ("Terminate unit's rental contract" or another button indicating the Customer's intention to stop using rental services). After pressing the button, the Customer receives a notification that the request to terminate the Rent Agreement has been accepted. In case of not receiving the mentioned notification, the Customer undertakes to inform Space Hub about this by e-mail [support@spacehubstore.com](mailto:support@spacehubstore.com). On the day of termination of the rental agreement, the Customer hands over the storage Unit to Space Hub. After that, the addition of the Rental Fee based on the Agreement will be stopped. Space Hub checks the Unit and confirms the termination of the Agreement.

If Space Hub terminates the Agreement and the Customer does not claim the items being stored within 48 hours after the Notice Period, Space Hub will take action as set out in Clause 5 of these Terms.

## **13. Governing Law**

These Terms and Conditions (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of the United Arab Emirates. Each party irrevocably agrees that the courts of the Courts of Dubai, United Arab Emirates shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and Conditions and any matter arising therefrom.