

1. Contractual Relationship

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world of applications, websites, content, products, and services (the “Services”) made available by ABRELLA APS, a private company established in Denmark, having its offices at Aabogade 34 - 8200 Aarhus N (“ABRELLA”) - CVR/VAT-no.: 36424303.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and ABRELLA APS. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. ABRELLA may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

ABRELLA may amend the Terms related to the Services from time to time. Amendments will be effective upon ABRELLA’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in ABRELLA’s Privacy Policy, which is considered part of the Terms. The current Terms and Privacy Policy will always be available on <http://www.dripdrop.io/terms>.

2. The Services

The Services constitute a technology platform that enables users of ABRELLA’S mobile applications or websites provided as part of the Services (each, an “Application”) to rent public umbrellas, including web services of umbrella-rental software. Unless otherwise agreed by ABRELLA in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

(1) License.

Subject to your compliance with these Terms, ABRELLA grants you a limited, non-exclusive, non-sub- licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely for your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by ABRELLA and ABRELLA’S licensors.

(2) Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by ABRELLA; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

(3) Provision of the Services.

You acknowledge that portions of the Services may be made available under ABRELLA's various brands associated with public umbrellas, including the brands currently referred to as "Abrella" and "DripDrop".

(4) Third Party Services.

The Services may be made available or accessed in connection with third party services and content (including advertising) that ABRELLA does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. ABRELLA does not endorse such third party services and content and in no event shall ABRELLA be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

(5) Ownership.

The Services and all rights therein are and shall remain ABRELLA's property or the property of ABRELLA's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner ABRELLA's company names, logos, product and service names, trademarks or services marks or those of ABRELLA's licensors.

3. Your Use of the Services

(1) User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). Account registration requires you to submit to ABRELLA certain personal information, such as your mobile phone number and credit card details. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or ABRELLA's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by ABRELLA in writing, you may only possess one Account.

(2) User Requirements and Conduct.

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

(3) Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. Should you have questions about receiving text (SMS) messages from ABRELLA, you may contact ABRELLA through contact@abrella.world. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

(4) Promotional Codes.

ABRELLA may, in ABRELLA's sole discretion, create promotional codes that may be redeemed for account credit ("Account Credit"), or other features or benefits related to the Services, subject to any additional terms that ABRELLA establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by ABRELLA; (iii) may be disabled by ABRELLA at any time for any reason without liability to ABRELLA; (iv) may only be used pursuant to the specific terms that ABRELLA establishes for such Promo Code; (v) are not

valid for cash; and (vi) may expire prior to your use.

You agree that Account Credit: (i) can only be used for ABRELLA's Services; (ii) are not valid for cash; (iii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by ABRELLA; (iv) may be disabled by ABRELLA at any time for any reason without liability to ABRELLA. ABRELLA reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that ABRELLA determines or believes that the use or redemption of the Promo Code or Account Credit was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms, Account Credit terms or these Terms.

(5) Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. ABRELLA does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in charges to you for the services you receive ("Charges"). After you have received services obtained through your use of the Service, ABRELLA will facilitate your payment of the applicable Charges. Charges will be inclusive of applicable taxes where required by law.

The Account Activation Deposit is debited from your payment card as part of the registration process and paid to ABRELLA on the start date of the account. The amount of the Account Activation Deposit is DKK 100. You need to pay the Account Activation Deposit before you start using the Services.

The Account Activation Deposit is refundable; it takes up to 2 weeks to process the refund.

If you have not used the Services for a period of minimum 12 months, and ABRELLA have not received a request from you to have your Account Activation Deposit refunded, ABRELLA is entitled to close your account and keep the Account Activation Deposit.

Use of the Services for the initial 24 hours are free of charge. If the umbrella is returned to an official ABRELLA stand within 24 hours, you will not be charged for your use. If the umbrella is returned after 24 hours you will be charged DKK 5 per 24 hours or part thereof.

Ex.:

If you for instance return the umbrella after 25 hours, ABRELLA will charge you DKK 5.

If you for instance return after 49 hours, ABRELLA will charge DKK 10.

And so on.

If the umbrella is not returned or the rental period exceeds 480 hours, you will be charged DKK 100, which is the maximum payment for each umbrella.

All Charges are due after your use of Services and payment will be debited from your payment card, Promo Codes or Account Credit.

You will not be able to transfer your ABRELLA Account Credit to other users.

There is no expiry date for your ABRELLA Account Credit.

ABRELLA may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

5. Disclaimers; Limitation of Liability; Indemnity.

(1) DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ABRELLA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, ABRELLA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

(2) LIMITATION OF LIABILITY.

ABRELLA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EXCEPT THOSE RESULTING SOLELY FROM THE FAULTS OF ABRELLA. ABRELLA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES, EVEN IF ABRELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABRELLA SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ABRELLA'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

(3) Indemnity.

You agree to indemnify and hold ABRELLA and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party, including injurers in accidents.

6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of Denmark.

7. Other Provisions

(1) Notice.

ABRELLA may give notice by means of a general notice on the Services, or by text (SMS) messages. You may give notice to ABRELLA by writing email to contact@abrella.world.

(2) General.

You may not assign or transfer these Terms in whole or in part without ABRELLA's prior written approval. You give your approval to ABRELLA for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of ABRELLA's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you and ABRELLA as a result of the contract between you and ABRELLA or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."