

Dine's Terms & Conditions

IMPORTANT -- READ CAREFULLY: BY CREATING AN ACCOUNT OR BY UTILISING OUR SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you. These terms and conditions are a legal agreement between You and Sab Trek Technologies S.P.C (trading as "Dine"), for use of the Dine service (the "Service"). "You" refers to any individual who creates an account on the Service, or, if the Service is being used on behalf of an entity by an individual authorised to agree to such terms on behalf of such entity, then "You" refers to such entity. If You are accessing the Service on behalf of Your employer, you represent and warrant that You have the authority to agree to these terms and conditions on its behalf. If You do not agree with the terms of this Agreement, do not use the Service. "Merchant Partner" refers to the restaurant, cafe, lounge, hotel, other entities the order is being made from. Dine reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement.

1.2 Why you should read them. Please read these terms carefully before you create an account and start using the Service. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Sab Trek Technologies S.P.C trading as Dine, a company registered in the Kingdom of Bahrain. Our company registration number is 127823.

2.2 How to contact us. You can contact us at info@dinebh.com

2.3 How we may contact you. If we have to contact you we will do so by at the email address you provided to us.

3. Our Services

3.1 The Service includes, and is limited to, a service, website, or mobile application that allows You access to and use of a single Dine account. "Dine" means an online restaurant

ordering platform that lets you make and pay for these orders on the internet, receive promotional offers, earn points, as well as chat in chat rooms under merchant name on the Dine app. Dine's role is to connect You with the Merchant Partner and receive payment on their behalf and assumes no responsibility other than featuring the Merchant Partner Product & processing payment. Dine assumes no responsibility for the quality of product ordered from any Merchant Partner. The sole responsibility for the quality of product be it in terms of ingredients, finished product, speed of service is the Merchant Partner You are ordering from as Dine has no responsibility on this subject. Dine assumes no responsibility that the orders made match the ones featured from photo and ingredients mentioned. Dine shall not be liable or responsible for any food or services offered by Merchant Partners that is unhealthy, may cause sickness or injury of any form, or be unacceptable by You in any form. You are fully responsible for ensuring the correct contact details and delivery address details as Dine is not responsible for any such incorrect details provided by You. The Merchant Partner is solely responsible for delivery time and service as Dine assumes no responsibility on this. Dine assumes no responsibility for the availability of any food, beverage or any other restaurant product from the Merchant Partner. Dine assumes no responsibility for any topics, discussions, actions, words, language, photos, content that may take place or result from within Dine Chat rooms. Dine reserves the right to terminate without notice You from using the service at any time should they find misuse or abuse in any form be it within its service. Payments are made through a secure payment gateway provided by an authorized financial institution in the Kingdom of Bahrain. Dine will not be responsible for any orders paid after the confirmation of the Merchant Partner. You are able to cancel/edit any order prior to payment. Once an order is paid no refund or cancellation is possible, the Merchant Partner will be solely responsible to honor this order and process your request. Should any dispute occur after payment, the Merchant Partner You are ordering from will be fully responsible to handle the dispute and Dine will not be liable or responsible in anyway. You acknowledge and agree that Dine and Merchant Partners will retain & have access to your contact details and may be able to send you offers, advertisements and marketing material from within Dine platform. You acknowledge and agree that through Dine You may be exposed to offers, advertisements and marketing material from various brands and companies. You acknowledge and agree that Dine or any of the Merchant Partners you have placed orders from may contact you for the purpose of providing Dine Services. Dine assumes no responsibility should the quality of service be effected because of any internet related issues even during the payment process. Dine is not responsible for any issues that may arise due to the service provided by your bank or credit card provider. In the unfortunate event where Dine services are temporarily suspended due to circumstances beyond our control we will try our best to re-activate at our earliest but will not bear any responsibility for this inconvenience. In the unfortunate event where Dine services are permanently suspended due to circumstances beyond our control or as a result of our decision to terminate services we will ensure you are notified accordingly.

The Service may contain information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service (collectively, "Content"). Subject to these Terms of Service, Dine grants to You and each user of the Service a worldwide, non-exclusive,

non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Service. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

3.2 Dine may at its sole discretion modify the features of the Service from time to time without prior notice. You agree that Dine shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

4. Eligibility

4.1 You must be at least 15+ years of age to use this Service. You must provide your current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur thereunder. You are responsible for the payment method used and confirm that the debit/credit card used is owned by you or You have approval to use if owned by someone else. Dine reserves the right to refuse service to You or anyone else at any time without notice for any reason.

5. Registration

5.1 In order to use the Service, You must sign-up to Dine. To acquire an account for the Service, You must provide Dine with an email address, Mobile phone number and various other pieces of information. You are responsible for maintaining the confidentiality of the username and password for your account, and are fully responsible for all activities that occur within your account.

5.2 You agree to notify Dine of any unauthorised use of your account or any other breach of security, and ensure that You sign-out from your account at the end of each session. Dine will not be liable for any loss or damage arising from any failure by You to sign-out of your Dine account or for any damage that You may suffer as a result of a third party accessing the internet.

6. Intellectual Property

6.1 All intellectual property rights and all other rights, including but not limited to all patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, database rights, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how

and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world in the Service (the “Intellectual Property Rights”) shall be owned by Dine (Owned by Sab Trek Technologies S.P.C).

6.2 You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

6.3 You shall use reasonable endeavors to prevent any infringement of Dine’s Intellectual Property Rights in the Service and shall promptly report to Dine any such infringement that comes to your attention.

7. **Termination and suspension**

7.1 Dine may, at its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement, or suspend or terminate Your Dine account. In the event of suspension or termination, Your account will be disabled and You may not be granted access to Your account or any files or other Content contained in Your account, and Dine may delete Your user content, although residual copies of information may remain in our system for some time for back-up purposes.

7.2 Once your account is cancelled all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.

7.3 If You terminate Your Account, via means provided for cancellation on the Dine app or website, and You request that Dine delete the Content and files contained in Your Account, Dine will make all reasonable efforts to do so.

8. **Proper Use**

8.1 You agree that you will use the Service in compliance with all applicable national and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.

8.2 You shall not agree and shall not authorize or encourage any third party to: use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Dine; use the Service for any fraudulent or inappropriate purpose; resell, duplicate, reproduce or exploit any part of the Service without the express written permission of Dine; use any robot, spider, other automated device, or manual process to

monitor or copy any content from the Service. Violation of any of the foregoing may result in immediate termination of this Agreement.

8.3 Dine claims ownership over any user content submitted on or through the Service and by uploading any user content to the Service, You agree that Dine may store and display your user content.

8.4 You understand that by using the Service, You may be exposed to user content that is offensive, indecent or objectionable. Under no circumstances will Dine be liable in any way for any user content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

8.5 You agree that Dine has no responsibility or liability for the deletion of, or the failure to store or to transmit, any user content and other communications maintained by the Service. You acknowledge that Dine may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time.

9. **If there is a problem with the Service**

9.1 If you have any questions or complaints about the Service, please contact us. You can write to us at info@dinebh.com

10. **How we may use your personal information**

10.1 How we may use your personal information. We will only use your personal information for the purpose of providing the Dine service.

11. **Representations and warranties**

11.1 You represent and warrant that (a) all of the information provided by You to Dine to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder.

11.2 You understand and agree that the Service is provided "as is" and the entire risk arising out of use, security or performance of the Service remains with You. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law.

11.3 You expressly understand and agree that Dine shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Dine has been advised of the possibility of such damages), resulting from your usage of the Service.

12. **Other important terms**

12.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always notify You if this happens and we will all do our best that the transfer will not affect Your rights under the contract.

12.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between You and Dine. No other person shall have any rights to enforce any of its terms.

12.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.5 Even if Dine delays in enforcing this contract, Dine can still enforce it later. If Dine do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of your breaking this Agreement, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date.

12.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by the laws of the Kingdom of Bahrain.