

1. These terms and conditions are a legal agreement between you as the Merchant Partner and Sab Trek Technologies S.P.C (owner of and trading as "Dine"). By signing or agreeing to this contract the Merchant Partner acknowledges that Dine is a property of Sab Trek Technologies S.P.C and that person agreeing to this contract is legally authorized to do so on behalf of their company/establishment.
2. For purpose of definition "Sab Trek Technologies S.P.C" is the owner of "Dine". "Dine" is a mobile and website platform allowing buyers to make & pay for orders via the internet from "Merchant Partners". "Merchant Partners" are restaurants, cafes, lounges, hotels, other legal entities that provide the product. "Buyers" are individuals or companies who have signed up for the Dine service and have chosen to agree to the terms and conditions and placed Product orders through Dine. Dine's sole responsibility is connecting Buyers and Merchant Partners and receiving payments on behalf of Merchant Partners. The "Service" refers to the access of Dine mobile app and website that allows Buyers to make and pay for Product orders from the Merchant Partners. The "Product" refers to the items and services provided by each Merchant Partner. "Commission" refers to Dine's commission on orders made by buyers to Merchant Partners though Pre Orders, Orders and Deliveries and other services on the Dine platform.
3. By participating the Merchant Partner has agreed to all the terms and conditions and has agreed to allow the use of Dine Service at their outlet. Both parties have agreed that Dine users have the right to purchase the Merchant Partner Products and make payment for them electronically via the websites and apps of Dine. The Merchant Partner will be responsible to prepare the orders purchased electronically through the Dine application & website (via the internet) and serve it to the customer either for pre-order (for dine in or pick up), and dine in, and delivery and any other future methods made available. The Merchant Partner has agreed to provide the services to the best of their abilities, and should they be unable to continue to do so for any reason they will inform Dine on info@dinebh.com accordingly.
4. This agreement is valid for 1 year and will be automatically renewed unless terminated by either party. This agreement may be terminated at any time by providing a 1 week notice. Dine reserves the right to terminate this agreement immediately and without notice should the Merchant Partner fail to honor their responsibilities. Should any termination occur Dine will settle any due payments and close off the Merchant Partner account.
5. The Merchant Partner agrees Dine's commission will be at 10% of order value on all order types (Pre Order, Order & Delivery), Announcement notifications and promotional campaigns to full Dine database will incur additional charge. The Merchant Partner agrees to pay a non-refundable annual subscription fee of BD250 payable in advance upon signing the agreement/or agreeing to terms and conditions and payable upon renewal annually. The Merchant Partner acknowledges and agrees that all buyer payments will be received directly by Dine and transferred to the Merchant Partner within 10 working days in the following month less 10% commission , bank + card charges (bank & card charges are determined by the bank and may change from time to time as per their advice), Announcement notifications & promotional campaigns charges as per use, and any applicable VAT as per the laws of the Kingdom of Bahrain. The Merchant Partner agrees to inform Dine should there be any discrepancy in payment due within 2 working days from receipt of Dine account statement otherwise it will be assumed it is approved. Dine reserves the right to change their commission, service charges, other terms of this agreement and add new charges or terms by providing 1 week notice.
6. The Merchant Partner is fully responsible to honor all services featured by Dine including but not limited to offers and loyalty points. The Merchant Partner is fully & solely responsible for all their menu

pricing on Dine. The Merchant Partner acknowledges that in compliance with regulations it is not permitted to include any shisha, hookah, vape or any tobacco or alcohol related products in your menu, such items cannot be ordered through Dine. The Merchant Partner agrees they will charge Dine users at equivalent or lower rates than they are charging to non-Dine users and will not apply any minimum or maximum amounts for any orders. The Merchant Partner agrees to display Dine POS at their outlet. The Merchant Partner agrees that they are fully and solely responsible for any customer disputes that may arise from quality of Merchant Product or Service and accordingly bear any related costs if any directly to the customer. The Merchant Partner is fully responsible for the Product in all forms including and not limited to the quality of product be it in terms of ingredients, finished product, speed of service. The Merchant Partner is responsible for the orders made to match the ones featured from photo and ingredients mentioned and shown. The Merchant Partner is liable and responsible for any food or services offered that is unhealthy, may cause sickness or injury of any form, or be unacceptable by the Buyer. The Merchant Partner is fully responsible for the speed of delivery service and ensuring they deliver to the correct delivery address. The Merchant Partner is fully responsible for verifying the accuracy of the Buyer delivery address and shall not hold Dine liable for any inaccuracies. The Merchant Partner will not hold Dine responsible for being unable to reach the buyer delivery address or Buyer during any form of order be it Pre Order, Dine, or Delivery. The Merchant Partner will not hold Dine responsible for any subjects, actions, topics discussed within Dine chat rooms. The Merchant Partner will not hold Dine responsible for any topics, discussions, actions, words, language, photos, content that may take place or result from within Dine Chat rooms or any other Dine service. The Merchant Partner understands that Dine reserves the right to expel any Buyer who abuses, misuses Dine service in any form be it from Pre Order, Order, Dine, Points or Chat rooms. The definition of expel means terminating the Buyer access and terminating their account without any notice. Dine will not be responsible for any cancelled orders and will not refund any amounts that have been processed, in either way Dine's commission remains. The Merchant Partner is fully responsible to honor all paid orders. The Merchant Partner understands that they are given the chance to accept or decline orders before payment is made by the Buyer to avoid any issues due to availability or Merchant Partner being busy for any reason and unable to provide their Product. The Merchant Partner agrees not to misuse Dine's database in any form and only use it for the purpose of providing the Dine Service. The Merchant Partner agrees not to copy, replicate the Dine database for any other purpose other than use for Dine Service. The Merchant Partner agrees not to misuse the communication features available by Dine such as the Announcement notifications & promotional campaign features and understands that Dine reserves the right to accept or decline their requests at their discretion.

7. The Merchant Partner acknowledges that Dine and all its data is the property of Dine (owned by Sab Trek Technologies S.P.C), including and not limited to all customer databases collected. The Merchant Partner acknowledges that Dine will be retaining all data including customer data on their records/servers. The Merchant Partner agrees that they may not share customer data with any 3rd parties and should only use it for their communication only. The Merchant Partner agrees that Dine is allowed to use merchant name, logo, trademark and imagery, menu on Dine website and applications. The Merchant Partner acknowledges that Dine may use the customer data base for the purpose of running Dine promotional campaigns and announcements. The Merchant Partner declares they are fully compliant with the safety and health rules and obligations of the Kingdom of Bahrain. Dine reserves the right to amend the terms and conditions of this agreement from time to time and inform the Merchant Partner of such changes which will be binding on both parties.

8. Sab Trek Technologies may choose to rename Dine at any time but will ensure this is announced. 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. 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 ensure that the transfer will not affect your rights under the contract. 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/company if we agree to this in writing. In the instance that ownership of your entity is transferred to a new individual or company, then the new entity shall be bound by this agreement unless otherwise notified. 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. These terms are governed by the laws of the Kingdom of Bahrain.