



Restaurant/Merchant Partner Terms of use

The Restaurant/Merchant Partner Terms of Use (“Terms”), represents and confirms the mutual Terms with respect to the Restaurant/Merchant Partner’s participation on the proprietary mobile platform currently made available by Delivr Apps FZ LLC (“Delivr” or “us”) or its affiliates, from time-to-time, and referred to as the “Delivr App”. Upon signing by both parties, the Restaurant/Merchant Partner Terms of Use binding and enforceable legal contract between you and Delivr as of the acceptance date of this Agreement (“Effective Date”). The Terms with you are as follows:

1. Structure of Terms

Our Terms shall consist of this Agreement, together with the Scope of Work (“SoW”) addressing areas of collaboration agreed to by both of us (this Agreement and any such SoW are collectively the “Terms”). In connection with the SoW, we will designate those actions, responsibilities and services to be respectively provided by each of us. In the event of a conflict, the terms contained in a SoW will supersede conflicting terms contained in this Agreement.

2. Intended Projects

We each agree to work in good faith with one another on certain collaborative projects, (as described below) or other projects as we mutually agree, in connection with the food or packaged food item(s) or any grocery item(s) and/or beverages the Restaurant/Merchant makes available (each a “Meal” or “Item(s)”, as interchangeably used under these Terms) via the Delivr’s proprietary mobile platform. Each project will be further specified in a SoW, and any such project will only be undertaken once we mutually execute such SoW.

3. Delivery

The Application Programming Interfaces (“APIs”) will be made available to the Restaurant/Merchant to access on-demand logistic services by Delivery Partners appointed by Delivr or its affiliates. “Delivery Partner” is defined as an independent contractor who intends to provide on demand delivery services using Delivr’s proprietary technology platform under license from Delivr or one of its affiliates. Delivr will not have any obligation to deliver the Item(s) as a platform provider. For purposes of delivery of the Meals, Delivr and the Delivery Partners shall operate (i) under cover of any approval, license or permission required to operate your business at the Restaurant/Merchant Outlet and sell the Meal and (ii) under your control, as your agent (including but not limited to receipt agent of meal charges and based on your instructions, if applicable, apply the meal charges collected on your behalf towards disbursement of the fee payable by you to Delivery Partner), and not employee. For the sake of clarity, you, through the services provided by Delivery Partners, are responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all times. You shall have marketable legal right and title to sell the products or render the services. You shall not offer any products or services which are illegal, unlawful, expired and in violation of applicable laws and policies. Delivr will not be liable for any damage or loss incurred by the Users in relation to the delivery of the Meals and will follow reasonable guidance you provide regarding the delivery of the Meals.

4. Quality and Safety of Meal(s)/Item(s)

4.a. You are fully responsible for quality and safety of the Meals/Items and you shall adhere to all applicable laws and regulations in relation to the preparation, provision and packaging of the Meals/Items. You will determine any quality, portion, size, ingredient or other criteria (including those of laws and regulations) that apply to the Meals/Items (“Criteria”) and you are solely responsible for ensuring that the Meals/Items meet such criteria when they are made available through our Delivery Partners.



4.b. Notwithstanding these Terms, Delivr reserves the right to temporarily discontinue Services or permanently terminate with immediate effect for material breach or non-compliance by You which includes, but is not limited to, the following instances:

- (i). Breach of the provisions of the Food Safety and Standards as per applicable laws and the rules and regulations, made thereunder, by Restaurant Partner;
- (ii). Breach of the representations and warranties of the Restaurant Partner; or
- (iii). Any other material breach of the terms.

4.c. You are responsible for costs related to reimbursement to the Users in the event Users have either refused to pay for or have claimed partial or full refund, as applicable, for reasons that are attributable to Restaurant Partner, including but not limited to, User's expectations not being met or User dissatisfaction in relation to, *inter alia*, the quality of the Meal(s)/Item(s), undelivered Meal(s)/Item(s), discrepancy in the Meal(s)/Item(s) delivered which is not in accordance with the Meal/Item placed and/or those Meal(s)/Item(s) for which User requests for a replacement. ("Disputed Orders").

4.d. In case of complaints from the User pertaining to food efficacy, quality, or any other such issues, Delivr shall notify the same to Restaurant Partner and shall also redirect the User to the consumer call centre of the Restaurant. Restaurant Partner shall alone be liable for redressing and bound to take action on the complaints by the User. Delivr shall in the interest of satisfactory resolution of the Complaint, share with the User, relevant information pertaining to the Order along with Restaurant details.

4.e. Service Fee. In consideration for use of the services provided by Delivr; Delivr will charge you a service fee as specifically set forth on each applicable SoW. All fees under these Terms shall be paid in USD/Dirham and are exclusive of any taxes, including Indirect Tax and withholding tax, if applicable.

4.f. Delivr does not guarantee that you will be matched with the Delivery Partner at the time you wish to be matched. Delivr shall not be liable for any failure to match.

5. Promotional Activities

5.a. Publicity. Except as may be expressly set forth in this Terms or an applicable SoW, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Terms or otherwise, without the prior written consent of such other party.

5.b. Privacy. "Personal Data" means any information obtained in connection with these Terms (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under the applicable law. Restaurant agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing the services contemplated by this Terms. Restaurant shall maintain the accuracy and integrity of any Personal Data provided by Delivr in its possession, custody or control. Restaurant agrees to retain Personal Data provided to Restaurant by Delivr solely by using the software and tools provided by Delivr.

6. Non-Exclusive

We each acknowledge and agree that, unless otherwise stated in this Terms or SoW, our relationship is non-exclusive.



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7. Confidential Information

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by one party (the “Discloser”) to the other (the “Recipient”), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Terms, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Terms before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a legal obligation based on the applicable laws and regulations or order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in filing petition of objection etc. prior to making such disclosure. Upon expiration or termination of this Terms and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser’s election) any and all materials or documents containing the Discloser’s Confidential Information, together with all copies thereof in whatever form.

8. Representations and Warranties; Disclaimer

8.a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Terms and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term (as defined below) will not enter into, any Terms that would prevent it from complying with or performing under this Terms; and (d) the content, media and other materials used or provided as part of this Terms shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

8.b. The Restaurant further represents and warrants that it will comply with all applicable laws and regulations in its performance of this Terms.

8.c. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR PURPOSE OF THIS TERMS.

9. Indemnification

9.a. Indemnified Claims. Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable attorney’s fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or wilful misconduct of the Indemnifying Party and its employees or agents in their performance of this Terms; (b) any claims that the Indemnifying Party breached its representations and warranties in this Terms; (c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Delivr Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to any harm resulting from your violation or alleged violation of any



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applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or wilful misconduct of Delivr or its employees or agents.

9.b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defence of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defence of a claim, at Indemnifying Party's expense.

10. Limitation of Liability

For the purposes of this clause, "Liability" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term under this contract. Delivr does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Delivr shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, fraudulent orders, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this clause shall apply whether such damage or loss is direct, indirect, consequential or otherwise. However, Delivr will use its best endeavours to ensure that the unintentional operational errors do not occur, Delivr cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Delivr's aggregate liability under this Agreement and respective Terms of Use shall not exceed the total value of a Disputed Order or AED 100, whichever is lower.

11. Insurance

During the Term (as defined below) and for one (1) year thereafter, the Restaurant shall maintain General Commercial Liability and, if required by law, Worker's Compensation (or substantially equivalent) insurance. The General Commercial Liability insurance policy limits shall be the greater of (a) the limits required by applicable law or (b) the limits customarily maintained by companies in the restaurant industry, in UAE. All policies shall be written by reputable insurance companies in the jurisdiction. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without sixty (60) days' prior written notice to the other party. Upon Delivr's request, the Restaurant shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a restaurant under the terms.

12. Term and Termination

This Agreement shall commence on the Effective Date as mentioned above and continue to operate and remain in existence unless terminated in accordance with the Clause 8 of the corresponding SoW ("**Term**").

13. No Waiver

No failure or delay by any Party in exercising any right, power or remedy under these Terms of Use or provided by law shall operate as a waiver thereof or affect that right, power or remedy. No waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.



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14. Relationship

The Parties agree that nothing in this Terms shall be construed as creating the relationship of employer and employee, master and servant, or principal and agent, or a partnership, or a joint venture of any kind whatsoever between the Parties or between the parties and its respective contractors / employees.

15. Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of UAE. Any dispute arising out of or in connection with Services, which the Parties are unable to settle within 30 days, shall be referred to arbitration by a sole arbitrator appointed mutually by both Parties. The Arbitration shall be conducted in accordance with UAE Federal Law No. 6 of 2018 on Arbitration or any statutory re-enactment or modification thereof for the time being in force. The venue of the arbitration shall be Dubai and the arbitration shall be conducted in English language. Subject to the foregoing, the courts at Dubai shall have exclusive jurisdiction.

16. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Terms of Use which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

17. Notice

All notices under these Terms shall be sent by registered post acknowledgment due, contemporaneous courier or email to the address mentioned below:

Email ID – legal@delivr.biz

19. Miscellaneous

19.a. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

19.b. Any modification or amendment to this Terms shall be effective only if in writing and signed or sealed with print name by both parties. In the event any provision of this Terms is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Terms and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

19.c. Any delay in or failure by either party in performance of this Terms shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Terms. This Terms may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this Terms, upon notice to the other party, to (a) an affiliate of Delivr (for Delivr), or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Terms shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Terms shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto.



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Each party shall be solely responsible for its employees and contractors used in connection with this Terms. This Terms contains the full and complete understanding and Terms between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and Terms, whether oral or written, relating such subject matter hereof. This Terms maybe executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format or exchange by hard-copy ,each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.