

Terms and Conditions for Burgerizzr Online Services Kingdom of Saudi Arabia

IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS (“TERMS”). THEY CONTAIN LIMITATIONS ON Burgerizzr LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.

By installing, accessing or using any websites, mobile apps, email newsletters and subscriptions, and other digital properties on which these terms are posted or referenced (together, “online services”), you are entering into a binding agreement with BAIT AL SHATEERAH Co (“Burgerizzr”, “we”, “our” or “us”) in the Kingdom of Saudi Arabia, which it controls and operates from its headquarters at Saudi Arabia, Riyadh – Dhahrat Laban District , AlAiania St. Building No. 4005, Unit No. 1, Zip No. 1262, Additional No. 8133 and which is a closed joint-stock company that manage and operate Burgerizzr Brand

The online services are not intended to be used by, or targeted to, anyone under the age of 16. You must be at least 16 years old to use the online services . If you are at least 16 but not yet 18 years old (or the legal age of majority if different in your jurisdiction), then you must review these terms with your parent or guardian and they must understand and agree to these terms in order for you to use the online services.

If you or your parent or guardian do not agree to these terms, then you must immediately stop using the online services and request that Burgerizzr close any online services account that you have created. You can request account deletion by sending an email to [Info@Burgerizzr.com], please include the email address of the account that you want deleted.

1. About the online services.

Availability of products and services. Burgerizzr products and services are available in many parts of Saudi Arabia. However, the online services may describe products and services that are not available across Saudi Arabia.

Obey the rules of the road. Whenever you use the online services, you must obey the rules of the road and all applicable rules and regulations. YOU MUST NOT USE THE ONLINE SERVICES WHILST DRIVING OR WHILST BEHIND THE WHEEL OR CONTROLS OF A VEHICLE THAT IS MOVING OR NOT IN “PARK”. In the interest of safety at all times, you should only use the online services when it is lawful and safe to do so.

You are responsible for your devices and accounts. You are responsible for any devices, software and services needed to use the online services. Burgerizzr does

not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the online services, including when we communicate with you by text, email or other means that you choose. You may only use the online services with devices that you own or control and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If you create an online services account, you are responsible for keeping the account secure and for all activity under the account. You can only use one online services account and must keep your account information accurate at all times.

Burgerizzr right to update or terminate the online services. You understand and consent that (with or without notice) Burgerizzr may update, modify or terminate the online services (or your access to them) from time to time, including by pushing updates to (or removing functionality or access from) any Burgerizzr mobile app that you have installed on your device.

Updates to these terms. Burgerizzr may also update these terms at any time and at its sole discretion. If Burgerizzr makes material changes to the terms, we will notify you by any reasonable means such as by posting the new terms in the online service. If you do not agree to the changed terms, then you must immediately stop using the online services and request that Burgerizzr close any online services account that you have created. To close your account, you can email us at [Info@Burgerizzr.com].

How to contact us. If you have any questions or comments regarding the online services, please see the Contact Us section in the online services or you can always call our toll-free number in Saudi Arabia 920022997

2. Offers.

You have the possibility of receiving offers through the online services. The following general terms apply to the offers: (1) the offer may only be available through that particular online service and for the product shown and subject to availability, in participating restaurants only, and until the expiration date; (2) serving times apply (e.g., certain non-Diner offers may not be available at Diner serving times); (3) unless otherwise stated each offer expires on redemption; (4) only one offer can be used per restaurant visit; (5) offers are not transferable; and (6) there is no cash alternative. In addition there may be specific terms that apply to the offer which are stated on the app next to the offer. Not all offers may be combined with orders.

You purchase products directly from restaurants. When you redeem offers, you redeem offers directly with a participating restaurant and the contract for supplying the products will be between you and the restaurant that accepts your

order. The restaurant where you collect your products is responsible for preparing the products and providing them to you on our behalf. You further understand and agree that you are purchasing directly from us (and not from any other members of the Burgerizzr System) and that no other members of the Burgerizzr System have any responsibility arising out of or related to any products that you purchase from us using ordering.]

About the products in the online services. All products are subject to availability at the restaurant where you collect your order. Some restaurants do not sell all products. Images of products and packaging on the online services are examples only and may not be identical to the product or packaging you receive from a restaurant. Differences may be due your device's display of colours or factors such as the ingredients used, the supplier, the region of the country and the season of the year.

About the prices in ordering. Prices include local taxes and government fees as required under the law of Saudi Arabia, including VAT from the date of implementation of that tax in Saudi Arabia. Certain offers and pricing may not be available for all orders at all locations. In the event you discover an error in the price of the product charged to you, please contact the restaurant where you purchased the product to seek a refund of the difference.

Refunds and your consumer rights. If you desire to seek a refund for any reason, including if the products are unsatisfactory or for other reasons, please contact the restaurant where you purchased the product regarding any refund due to you. Your legal rights in this respect are not affected by anything in these terms.

3. Ownership and Licenses for the online services.

Burgerizzr intellectual property ownership. Any and all rights in the online services are and shall remain the exclusive property of Burgerizzr. For purposes of clarity, "online services" includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, "content") as well as any part of the online services. The online services are licensed, not sold, to you. Nothing in these terms intends to transfer any such rights to, or to vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with Burgerizzr or its licensors' rights.

Your license to use the online services. Subject to these terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the online services solely for your own personal, non-commercial purposes solely in accordance with these terms. For purposes of clarity, "Use" includes access, interact with, and display. No licenses or rights are granted to you by implication

or otherwise, except for the licenses and rights these terms expressly grant to you. Burgerizzr reserves all other rights.

Trademark information. Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of Burgerizzr. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

4. Acceptable uses and restrictions for the online services.

Acceptable uses and other restrictions. With respect to the online services (which includes content), you may not, and may not allow third parties, to:

- Use the online services for any purpose that is unlawful or prohibited by these terms;
- Delete or change any copyright, trademark, or other proprietary notices;
- Attempt to obtain ownership or title to the online services, including the content;
- Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
- Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
- Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
- Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations;
- Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
- Attempt to disable, damage, overburden, impair or gain unauthorized access to the online services, Burgerizzr network or any user accounts associated with the online services.

5. Limitations on liability and disclaimers.

Limitations on Burgerizzr liability. Neither Burgerizzr nor any other members of the Burgerizzr system shall be liable for any direct or indirect lost profits or lost business damage, special, indirect, consequential, exemplary or incidental damages, including lost data, personal injury, or property damage related to or arising out of the online services. Nothing in this section is intended to limit Burgerizzr liability for damages to the extent caused by Burgerizzr own gross

negligence or intentional or unlawful misconduct. Additionally, nothing in this section is intended to limit or alter your rights as a consumer that cannot be limited or altered under applicable law. Burgerizzr reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

Burgerizzr provides the online services “as-is” and without any warranties. The online services may include inaccuracies or errors. Burgerizzr provides the online services “as is” and without warranties of any kind either expressed or implied. Burgerizzr disclaims all warranties of merchantability and fitness for a particular purpose. Burgerizzr does not warrant or make any representation that the online services will be accurate, reliable, uninterrupted or error-free, that defects will be corrected, or that the online services are free of viruses or other harmful components. You assume total responsibility related to your use of the online services. Your sole remedy against Burgerizzr and all other members of the Burgerizzr system for dissatisfaction with the online services is to stop using them. This limitation of relief is a part of the bargain between the parties.

Third party services. The online services may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services (together, “third party services”). These third parties may have their separate terms and conditions or privacy policies that you should review and understand before using them. Burgerizzr does not endorse and is not associated with any of these third party services. Burgerizzr has and all other members of the Burgerizzr system have no responsibility for any loss or damages arising from or related to these third party services.

Events beyond our control. Burgerizzr and other members of the Burgerizzr system have no responsibility for Burgerizzr failure to perform any of its obligations under these terms caused by or related to any event beyond Burgerizzr reasonable control. If such an event occurs, then Burgerizzr obligations under these terms will be suspended for the duration of the event; and Burgerizzr may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these terms may be performed despite the event.

6. Apple Applications

These terms incorporate and supplement the Apple, Inc. (“Apple”) terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including the Licensed Application End User terms therein (“Apple terms”). If you are using the online services through Apple application (“Apple Application”), you also acknowledge and agree:

- Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Apps, please contact Burgerizzr, not Apple, using the above Support Services details;
- except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Apple Application are between you and Burgerizzr (and not between you, or anyone else, and Apple); and
- in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;

If the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may refund the purchase price of the Apple Application to you subject to then-current Apple terms and conditions. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

7. Miscellaneous.

- Burgerizzr makes no representation that the online services are appropriate or available outside of Kingdom of Saudi Arabia. If you use the online services from other locations you are responsible for compliance with applicable local laws.
- These terms will be governed and interpreted pursuant to the laws of the Kingdom of Saudi Arabia, notwithstanding any principles of conflicts of law.
- Although these terms govern the online services as between Burgerizzr and you only (and although Apple is not a party to , and no other Members of the Burgerizzr System are parties to, these terms), Apple and other Members of the Burgerizzr System are third party beneficiaries under these terms and will have the right to enforce against you those rights that Burgerizzr holds under these terms to the extent such terms may pertain to them; there are no other third beneficiaries under these terms.
- The terms are written in English and Arabic. Any translation of the terms into another language is provided solely for your convenience, and to the

extent there is any conflict between any translations, the English version controls.

- On termination of these terms or of your permission to use the online services, all rights granted to you under terms shall cease; however, these terms will continue to apply to your prior use of the online services and anything relating to or arising from such use. Upon termination, all of rights of Burgerizzr and other Members of the Burgerizzr System, including all intellectual property rights, proprietary rights, and licenses in these terms shall survive, as well all restrictions on use, all limitations on liability and disclaimers.
- Each of the terms and conditions in these terms are severable and operate separately. If any of them are unlawful, void or unenforceable, then the remaining terms and conditions will remain in full force and effect.
- If Burgerizzr fails to insist that you perform any of your obligations under these terms, or if Burgerizzr does not enforce its rights against you, or delays in doing so, that will not mean that Burgerizzr has waived its rights against you and will not mean that you do not have to comply with those obligations.
- Burgerizzr may transfer its rights and obligations under these terms to another organization or entity, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if Burgerizzr agrees in writing.