

Privacy Policy

For Consumers

For Businesses

Terms Of Service

For Consumers

For Businesses

Terms Of Service for Consumers

Last updated: February 23, 2021

Terms of Service for the Consumers

Thank you for choosing to use our services.

These Terms of Service (“Terms”, “Terms of Service”) govern your relationship with FineDine internet sites, applications and online services (the “Service”) operated by Bambulabs, Inc., and it’s subsidiaries Bambulabs Yazilim A.S. and FineDine FZE (collectively, “Bambulabs,” “us,” “we,” or “our”). Please read these Terms of Service carefully before using our Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you, an individual, agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

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.

These Terms of Service are subject to change by Bambulabs at any time and at our discretion without notice. Your use of the Service after any changes are implemented constitutes your acceptance of the changes. As a result, we encourage you to consult the terms each time you use the Service.

Privacy and Communications

You acknowledge and agree that Bambulabs may occasionally send you communications regarding your account or the Service via email, SMS or any communication media. To keep your contact information up to date is under your responsibility. Otherwise, it will be deemed to have delivered the notifications made to the existing e-mail address. The communication purpose may be regarding your account or the Service, marketing, advertising, promoting or legal notifications. See the Privacy Policy, which is incorporated into this Agreement by reference.

See the Privacy Policy, which is incorporated into this Agreement by reference.

The Service

FineDine is an online ordering platform (“Ordering Platform”), used for ordering products (e.g. food ordering), connected to our Partner’s (e.g. Partner Restaurants) accounts which is accessed via an mobile app or a website and the restaurant control panel (“Restaurant Dashboard”). The Ordering Platform and the

Restaurant Dashboard comprises, and is collectively referred to as, the “Service.”

FineDine is an online ordering platform (“Ordering Platform”), used for ordering products (e.g. food ordering), connected to our Partner’s (e.g. Partner Restaurants) accounts which is accessed via an mobile app or a website and the restaurant control panel (“Restaurant Dashboard”). The Ordering Platform and the Restaurant Dashboard comprises, and is collectively referred to as, the “Service.”

Although you place orders through the Service, Bambulabs itself does not sell the products contained in your order, is not a party to any such transaction, and has no control over the quality or safety of the products. Your order, is between you and the Partner from which you order.

Third Party Services and Content

The Service may be made available or accessed in connection with third party services and content (including advertising and delivery infrastructures) that Bambulabs 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. Bambulabs does not endorse such third party services and content and in no event shall Bambulabs be responsible or liable for any products or services of such third party providers.

Food Ordering

Restaurants may represent food information such as allergen, calories, food preparation standards or state ingredients through the Service. We do not investigate or verify the menus, ingredients, food preparation standards, or any descriptions, statements, or representations made by the restaurants. Therefore, we strongly advise you to contact the restaurant directly to address your specific preparation requirements or learn about the ingredients if you or the other consumers have any food allergies. By using the Service, you agree that you understand that Bambulabs is not responsible for any statements or omissions concerning the products contained in your order.

Your Use Of the Service

In order to use most aspects of the Service, you must submit to Bambulabs certain personal information, such as your name, address, mobile phone number and age, as well as a valid payment method (either a credit card or accepted payment partner). In order to use some aspects of the Service, you must register for and maintain an active personal user Services account (“Account”). Account registration may also require you to submit to Bambulabs certain personal information, as well as a valid payment method (either a credit card or accepted payment partner).

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access

the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

User Provided Content

Bambulabs may permit you from time to time to submit, upload, publish or otherwise make available to Bambulabs through the Service textual, audio, and/or visual content and information, including commentary and feedback related to the Service, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Bambulabs, you grant Bambulabs a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Service and Bambulab's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

(i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Bambulabs the license to the User Content as set forth above; and

(ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Bambulabs's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Bambulabs in its sole discretion, whether or not such material may be protected by law. Bambulabs may, but shall not be obligated to, review, monitor, or remove User Content, at Bambulab's sole discretion and at any time and for any reason, without notice to you.

Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

The Site is not available to minors. If you are a minor, please do not use the Site.

Acceptable Use and Conduct

Our Software and Service may be used only for personal or commercial use, which must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. You represent, warrant and agree that you will not use the Service for any purpose or in any manner that is not authorized by these Terms of Service. It is your responsibility to ensure that your use of the Service complies with these Terms of Service and to seek prior, express written permission from Bambulabs for any uses not permitted or not expressly specified in these Terms of Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Deliveries

Partner using the Service may not deliver to every location. Bambulabs is not the delivery services or its agent, makes no express or implied warranty of any kind whatsoever with respect to the delivery services and disclaims any such warranties that might otherwise exist.

Prices

The price of the products listed on the Service are defined by the Partners. Partners have the right to change the prices at any time, and the change will affect the prices of the new orders, the confirmed orders won't be affected by the price changes. Should there be an obvious pricing mistake, whereby the Partner will notify you as soon as they can about the pricing issue. Usually, the prices are checked by the Partner during the order confirmation process.

Payment

You may pay for orders via the Service or direct to the Partner by selecting the option on Delivery options. A valid payment method is

required to process the payment for your order. You shall provide Bambulabs with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Bambulabs to charge all order fees incurred through your account to any such payment instruments.

Chargeback / Refund Policy

All refunds are subject to the Partner refund policies. Bambulabs will not, except when required by law or approved by the applicable Partner, issue refunds for order cancellation.

If you have a question about charges made to your account, please contact the Partner first. If the charges were made in error, they will credit your account or credit card account for the appropriate amount. For further information, you can contact Bambulabs at info@finedinemenu.com. Any customer who disputes a credit card payment that is found to be valid will be banned from use of the Service. Any past due fees and costs will be sent to collections. If our collection efforts fail, unpaid debts will be reported to all available credit reporting agencies.

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Service for marketing or promotional purposes. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

We may, but have no obligation to, remove accounts and content containing what we determine as unlawful, offensive, threatening, defamatory, obscene or otherwise objectionable material. We will remove content that violates any party's intellectual property or these Terms of Service. An account terminated by Bambulabs will not be backed-up for any reason and will be immediately deleted from our servers.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Bambulabs and its licensors. The Service is protected by copyright, trademark, and other laws. Except as expressly authorized by Bambulabs, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such content.

As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this site is strictly prohibited without the express written permission of Bambulabs. For information on requesting such permission, please contact us at info@finedinemenu.com.

Links To Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Bambulabs. Bambulabs has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Bambulabs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease and you will lose all data related to your account. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation Of Liability

Bambulabs is not liable for the quality of the delivery services and the delivered products. If you have any problems with these services, you should contact with the Partner or the third party service provider.

In no event shall Bambulabs, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Bambulabs has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Bambulabs' liability in such jurisdictions shall be limited to the extent permitted by law.

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this clause shall excuse the Customer from any payment obligations under this Agreement.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Bambulabs, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the state of Delaware, without regard to its conflict of law provisions. You hereby consent to binding arbitration in the State of Delaware to resolve any disputes arising under these Terms of Service.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our

Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Exception to The Service that is provided in Turkey

These Terms shall be governed and construed in accordance with the laws of the Republic of Turkey, without regard to its conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by an appropriate court of law in the UAE.

Exception to The Service that is provided in the GCC

These Terms shall be governed and construed in accordance with the laws of the UAE, without regard to its conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by an appropriate court of law in the UAE.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without notice to you. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

For questions about this Agreement or the Privacy Policy please contact Bambulabs at info@finedinemenu.com.