

END USER LICENSE AGREEMENT

This Agreement governs your use of this mobile application for Android, iOS (collectively, including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

Agreement Structure

This Agreement includes the General Terms including its Privacy Policy, Terms of Use, Terms of Sale, and Rules of Use, as applicable.

GENERAL TERMS

This End User License Agreement (this "**Agreement**") is a binding agreement between you, as an individual or entity ("**End User**" or "**you**"), and Buena Publica FZE, Ajman Free Zone, Ajman, United Arab Emirates, its subsidiaries and affiliates (collectively, the "**Company**," "**we**" or "**our**").

BY DOWNLOADING, INSTALLING OR USING THE APPLICATION, YOU

- (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT INCLUDING ITS PRIVACY POLICY, TERMS OF USE, TERMS OF SALE, AND RULES OF USE; AND
- (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR DEVICE.

A. END USER LICENSE AGREEMENT

A.01 License Grant. Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive and nontransferable license to:

- a. download, install and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Application's documentation; and
- b. access, stream, download and use on such Mobile Device the Content and Services (as defined in [Section A.05](#)) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section A.05.

A.02 License Restrictions. Licensee shall not:

- a. copy the Application, except as expressly permitted by this license;
- b. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- c. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- d. remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- f. remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

- A.03 Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. The Company reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
- A.04 Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
- A.05 Content and Services. The Application may provide you with access to products and services accessible thereon, and certain features, functionality and content (including content which makes reference to alcohol) accessible on or through the Application may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by the Application's Terms of Use and Privacy Policy, which are each incorporated herein by this reference. By accessing and using such Content and Services, you acknowledge your acceptance of such Terms of Use and Privacy Policy. Any violation of such Terms of Use will also be deemed a violation of this Agreement.
- a. Restricted Section
You acknowledge that the Application may include, refer to, or contain content, features, products or services which make reference to alcohol. Such parts of the Application are intended for the use of only specified persons ("**Restricted Section**"). The Restricted Section is intended for use by you only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the Application. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you are therefore not permitted to access the Restricted Section. You expressly acknowledge and agree that any use of the Restricted Section in breach of the applicable laws or regulations in your country or residence or in your country of access will be at your sole risk and in no event will the Company or its affiliates, or any of its or their respective licensors or service providers, have any liability arising for or related to such use, whatsoever.
- A.06 Updates. The Company, may from time to time in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet, either:
- a. the Application will automatically download and install all available Updates; or
b. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

- A.07 Third Party Materials. The Application may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services, including through third-party advertising (collectively, "**Third Party Materials**"). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

A.08 Term and Termination.

- a. The term of the Agreement commences when you download the Application and will continue in effect until terminated by you or the Company as set forth in this Section A.08.
- b. You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- c. The Company may terminate this Agreement at any time without notice if it ceases to support the Application, which the Company may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- d. Upon termination:
 - i. all rights granted to you under this Agreement will also terminate; and
 - ii. you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- e. Termination will not limit any of the Company's rights or remedies at law or in equity.

A.09 Disclaimer of Warranties. The Application is provided to licensee "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, in its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

- A.10 Limitation of Liability. To the fullest extent permitted by applicable law, in no event will the Company or its affiliates, or any of its or their respective licensors or service providers, have any liability arising from or related to your use of or inability to use the Application or the Content and Services for:
- a. personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction or any other consequential, incidental, indirect, exemplary, special or punitive damages
 - b. direct damages.

The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or the Company was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you.

A.11 Indemnification. You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that the Company assumes no responsibility for the content you submit or make available through this Application.

A.12 Export Regulation. The Application may be subject to certain export control laws. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available.

A.13 Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

- A.14 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Dubai International Financial Centre, without giving effect to any choice or conflict of law provision or rule (whether of the Dubai International Financial Centre or any other jurisdiction). Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the courts of the Dubai International Financial Centre, although we retain the right to bring any suit, action or proceeding against you for breach of the Agreement in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- A.15 Limitation of Time to File Claims. Any cause of action or claim you may have arising out of or relating to this Agreement or the Application must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.
- A.16 Entire Agreement. This Agreement, our Terms of Use, Terms of Sales, Rules of Use and our Privacy Policy constitute the entire agreement between you and the Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.
- A.17 Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

B. TERMS OF USE

- B.01 Acceptance of the Terms of Use. This website or mobile application is operated by the Company. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of our websites, including any content, functionality and services offered on or through our websites, and our online applications that run on smart phones, tablets and other devices which provide dedicated non-browser-based interaction between you and our websites (all of which are collectively called our "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Persons who are under the age of 18 years may only use our Website with legal parental or guardian consent. Accordingly, you agree that you are 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in these Terms of Use; otherwise, please exit the Website. We suggest that you take advantage of any access controls offered through the Website or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

- B.02 Restricted Section. You acknowledge that the Website may include, refer to, or contain content, features, products or services which make reference to alcohol. Such parts of the Website are intended for the use of only specified persons (Restricted Section). The Restricted Section is intended for use by you only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the Website. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you are therefore not permitted to access the Restricted Section. You expressly acknowledge and agree that any use of the Restricted Section in breach of the applicable laws or regulations in your country or residence or in your country of access will be at your sole risk and in no event will the Company or its affiliates, or any of its or their respective licensors or service providers, have any liability arising for or related to such use, whatsoever.

B.03 Changes to the Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Website so you are aware of any changes, as they are binding on you.

B.04 Accessing the Website and Account Security. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

B.05 Intellectual Property Rights. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in the RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please contact us.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

B.06 Trademarks. The Company name and trademarks, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

B.07 Prohibited Uses. You may use the Website including any Restricted Section only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Additionally, you agree not to:
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

B.08 User Contributions. The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**Post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you Post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and

each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

B.09 Monitoring and Enforcement; Termination.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. You waive and hold harmless the Company and its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by either the such parties or law enforcement authorities.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

B.10 Content Standards. These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

B.11 Copyright Infringement. If you believe that any User Contributions violate your copyright, please contact us and send us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

B.12 Reliance on Information Posted. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

B.13 Changes to the Website. We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

B.14 Information About You and Your Visits to the Website. All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

B.15 Online Purchases and Other Terms and Conditions. All purchases through our Website or other transactions for the sale of goods or services formed through the Website or as a result of visits made by you are governed by our Terms of Sales, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

B.16 Linking to the Website and Social Media Features. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send e-mails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own website or certain third-party websites.
- You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - Establish a link from any website that is not owned by you.
 - Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other website.
 - Link to any part of the Website other than the homepage.
 - Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

- B.17 Links from the Website. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
- B.18 Geographic Restrictions. Access to the Website may not be legal in certain countries. If you access the Website in such cases, you do so on your own initiative and are responsible for compliance with the relevant local laws.
- B.19 Disclaimer of Warranties. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the Website, its content and any services or items obtained through the Website is at your own risk. The Website, its content and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. Without limiting the foregoing, neither the company nor anyone associated with the Company represents or warrants that the website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

- B.20 Limitation on Liability. In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

B.21 Indemnification. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

B.22 Governing Law and Jurisdiction. All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre, without giving effect to any choice or conflict of law provision or rule (whether of the Dubai International Financial Centre or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the courts of the Dubai International Financial Centre, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

B.23 Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

B.24 Waiver and Severability. No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

B.25 Entire Agreement. This Terms of Use, our End User License Agreement, Rules of Use, Privacy Policy and Terms of Sales constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

B.26 Your Comments and Concerns.

The Website is operated by:

Buena Publica FZE

Ajman Free Zone

Ajman, UAE

All other feedback, comments, requests for technical support and other communications relating to the Website should be addressed directly to us.

Thank you for visiting us.

C. TERMS OF SALE

C.01 Applicability. By purchasing any digital Company product/service ("**Product**") offered by the Company or carrying out any purchase/transaction through our Website, you agree to these terms and conditions of sale (these "**Terms of Sale**").

We may, at our sole discretion, verify your identity prior to processing a purchase. We may also refuse to process, or may cancel a purchase, as reasonably deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud or known or potential violations of the law or these Terms of Sale. Refunds for cancelled orders may be issued where appropriate in accordance with these terms and conditions of sale.

Subject to any applicable laws, a refund of the purchase price of a Product is only permitted if:

- a. the Product purchased is intact (that is, no Offers/discounts have been redeemed); and
- b. a request for a refund is made to our Customer Service within 30 days of date of purchase; and
- c. the refund amount is credited to the debit or credit card used to make the purchase, with any banking, foreign exchange or other related fees being borne by you.

C.02 Orders. When you attempt to purchase any Product or carry out any purchase/transaction on our Website by clicking the "Buy" or equivalent option, this constitutes an offer to buy the Product and/or complete the purchase/transaction. Your purchase is not complete until we email you to confirm the transaction. We reserve the right to reject your offer and not conclude a sale agreement with you.

C.03 Warranties and Other Information.

Unless stated otherwise specified, all products are sold "as is."

While we work to ensure that the product information on the Website is correct, we cannot guarantee that Product descriptions are accurate or complete. All information is provided for informational purposes only and we encourage you to read all information that accompanies the Products before use.

C.04 Limitation on Liability. In no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your purchase or use, or inability to use, any product, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

C.05 Governing Law and Jurisdiction. These Terms of Sale and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre, without giving effect to any choice or conflict of law provision or rule (whether of the Dubai International Financial Centre or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Sale shall be instituted exclusively in the courts of the Dubai International Financial Centre, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Sale in your jurisdiction of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

C.06 Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms of Sale must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

C.07 Waiver and Severability. No waiver by the Company of any term or condition set forth in these Terms of Sale shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Sale shall not constitute a waiver of such right or provision.

If any provision of these Terms of Sale is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Sale will continue in full force and effect.

C.08 Entire Agreement. This Terms of Sale, our End User License Agreement, Terms of Use, Privacy Policy and Rules of Use constitute the sole and entire agreement between you and the Company with respect to your purchase of the Product and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such purchase.

D. RULES OF USE

The use of all Offers ("**Offers**") is subject to these Rules of Use ("**Rules**") and any terms of use included on the Offers. Customers should read these Rules carefully prior to using any Offers.

D.01 Offer Validity

- a. Offers are valid as advertised on the Offer itself.
- b. The Offers will be subject to change or replacement during the subscription period. Refreshed offers will reflect the appropriate end validity date.
- c. Offers are only redeemable with the issuing merchant and/or venue.
- d. Offers apply only to the items/services and location(s) specified on the Offer.
- e. Offers are exclusive and not valid in conjunction with any other discount offers, promotions, special offers or dining/loyalty/employee/rewards programs.
- f. Offers do not apply to any additional service charges or taxes.
- g. Offers are valid seven days a week, unless specified on the Offer and minimal exclusion days apply.
- h. If a merchant or venue refuses to honor any Offer, please contact us.
- i. Offers are not redeemable for cash, unless required by law.
- j. Unauthorised reproduction, resale or modification of any Offer is prohibited. Offers are void if resold or bartered.

D.02 Redeeming Your Offers

- a. Redeeming Offers on your App is very simple:
 - i. Select your chosen Offer for use on the App.
 - ii. Present your mobile device with the chosen Offer to the server prior to the bill being presented.
 - iii. The merchant is prompted to enter the amount to be paid by the Customer and their merchant PIN.
 - iv. Once the merchant has entered their PIN, the Offer will be redeemed and the item or service will be removed from your bill.
- b. To redeem more Offers, simply repeat the same process.
- c. One Offer can be used by two people, up to a maximum of 4 Offers per visit/booking/table for a group of 8 people or more.
- d. In the case of a dispute, the bill must be settled as per local law. Relevant parties will be contacted for resolution.

D.03 Food & Drink Offers

- a. One Offer can be used by two (2) people, up to a maximum of four (4) Offers per table, for a group of eight (8) people or more. This Rule applies regardless of the product the Offer is from. For example, a group of four (4) people can redeem two (2) main course Offers at a restaurant – redeeming a maximum of two (2) Offers in total.
- b. The least expensive item (as listed on the Offer) will be deducted. The two items must be from the same category as marked on the Offer e.g. buy one "main course" and get one "main course" free; or buy one "sushi set lunch" and get one "sushi set lunch" free; or buy one "house beverage" and get one "house beverage" free.
- c. Only one bill will be presented per table. No splitting of bills will be allowed.
- d. Offers are valid solely for the item listed and are not valid for special events (e.g. Iftar, Suhoor, buffets, brunches, theme nights, special menus) – unless otherwise indicated on the Offer.
- e. Offers are not redeemable for breakfast, starters, side dishes, desserts or shared platters – unless otherwise indicated on the Offer.
- f. Offers are not valid for delivery or takeaway – unless otherwise indicated on the Offer.
- g. Discounts do not apply to service charges.
- h. A Main Course/Main Menu Item is defined as the main element of a customer's lunch or dinner – i.e. not a starter or a dessert. Buena Publica FZE does not legislate for the specific layout/design of a merchant's menu. If in doubt, clarify with the server before ordering.

D.04 Attractions & Leisure Offers

- a. A minimum of 2 people must be present to redeem an Offer – unless otherwise specified. A maximum of 4 Offers can be redeemed per booking/visit for a group of 8 people or more.
- b. Terms & Conditions may vary with a number of activities so please refer to the individual merchant/outlet for confirmation of minimum/maximum number of people, age restrictions, safety guidelines and other conditions.
- c. Prior booking may be required for certain offers and/or activities.

D.05 Beauty & Fitness Offers

- a. Beauty & Fitness Offers can be redeemed in two ways:
 - i. One Offer can be used by two people within the same visit, with the second treatment or service being complimentary.
 - ii. One Offer can be used by an individual, whereby you must pay full price for the first treatment/service and your second treatment/service will be complimentary on your next visit. The complimentary treatment/service must be redeemed within the Offer validity period. Please note: gift vouchers cannot be issued for your complimentary treatment/service. The complimentary treatment/service is non-transferable.
- b. Please present the Offer at the completion of the treatment/service, prior to requesting the bill. If the Offer is in the Beauty & Fitness section, please present it prior to the commencement of any class or activity.

D.06 Everyday Services Offers

- a. Certain Offers in the Retail & Services category that begin 'Invites you ...' (rather than 'You and a guest are invited...') may be used by an individual.
- b. When redeeming an Everyday Services Offer individually, you will pay full price for the first service and your second service will be complimentary. Please remember you will need to redeem the complimentary service within the Offer validity period.

D.07 Hotel & Travel Offers

- a. A Hotel & Travel Offer provides you with 'Book One Night Get Two Nights' at leading hotels and resorts throughout the UAE. These Offers appear in the Hotel & Travel category on the App.
- b. Hotel & Travel Offers are subject to their own HOTEL & TRAVEL – RULES OF USE – Please refer to these Rules for more information prior to making a hotel booking.

D.08 Monthly Offers

- a. (If applicable) Monthly Offers change on a monthly basis and are often for items and services different to the main offers. The validity is marked on the Offer, but we reserve the right to remove Monthly Offers at any time and cannot be held responsible if a Monthly Offer is discontinued prior to the end of the validity period.
- b. Monthly Offers do not deplete after use and can be used multiple times during the validity period, however use is restricted to 4 times per account, per merchant, per day.
- c. Monthly Offers are subject to the usual Rules of Use.

D.09 Exclusion Days

Offers can be used 7 days a week, excluding the following days in the following markets and any other public holidays as announced by the applicable government (subject to merchant discretion):

UAE

- 4 December
- 25 December
- 31 December
- 1 January
- Eid Al Fitr
- Eid Al Adha
- 14 February
- National Day
- Please note, a limited number of outlets may be closed over summer, Ramadan and other selected religious holidays. We cannot be held responsible if an outlet is temporarily or permanently closed during the Offer validity period.

D.10 General

The barter, trade, sale, purchase or transfer for compensation of any Buena Publica FZE product or any of its Offers or contents by any person or entity, including but not limited to travel services, travel providers, and distributors of the product or any of its Offers, is strictly prohibited, unless expressly authorised by Buena Publica FZE. The product and its Offers and other content are intended for the non-profit use of the individual purchaser of the Offers. Additionally, the use of the product or any of its Offers for advertising purposes is strictly prohibited. Any use of the Offers in violation of these Rules will render the Offers void, and Buena Publica FZE will avail itself of any and all legal remedies available to it. Offers may not be reproduced and are void where prohibited or restricted by law. Buena Publica FZE will not be responsible if any merchant or venue permanently closes or refuses to accept any Offer; however, we will use reasonable efforts to rectify the situation, to the extent possible. Buena Publica FZE will not be responsible in the event that acts of God, fire casualties, illness, injury or other events beyond its control prevents you from using any Offer.

D.11 Intellectual Property

Copyright in the text, images, photographs, graphics, layout and design of Buena Publica FZE products are protected by local and International copyright laws. Copyright in all Buena Publica FZE products and in the text, index, rules of use, offers, layout and other copyrights works contained in each Buena Publica FZE product, is owned by Buena Publica FZE, or used with permission. No part of any Buena Publica FZE product may be reproduced in any form (including by electronic or mechanical means, photocopying, recording, or information storage and retrieval) without the written permission of the publisher. Buena Publica FZE wordmark and logo are the trademarks and/or registered trademarks of Buena Publica FZE. Other trademarks appearing in this publication are used with permission of their respective owners.

E. PRIVACY POLICY

Introduction

The Company recognize the importance of protecting the privacy of all consumers ("**you**" or "**user**") who access and/or use, whether as a guest or a registered user, our websites, or portions of our websites, including any content, functionality and services offered on or through our websites, any webpages, our online or offline mobile applications that run on smart phones, tablets and other devices which provide dedicated non-browser-based interaction between you and our sites (all of which are collectively called our "**Sites**").

This Privacy Policy will inform you as to how we look after your personal data when you visit this and all of our Sites (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

E.01 IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY POLICY

This Privacy Policy aims to give you information on how the Company collects and processes your personal data through your use of any of its Sites, including any data you may provide through this Site when you register or sign in on any of our Sites, purchase a product or service or take part in a competition.

It is important that you read this Privacy Policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Policy supplements these other notices and is not intended to override them.

PERSONS UNDER AGE OF 13 YEARS

The Sites are not intended for children and we do not knowingly collect data relating to children. Our Sites are not intended for use by persons under 13 years of age without legal parental or guardian consent. No one under age 13 may provide any personal information to or on our Sites without legal parental or guardian consent. We do not knowingly collect personal information from persons under 13 if such information is provided without legal parental or guardian consent. If you are under 13, do not use or provide any information on our Sites, or on or through any of their features register on the Sites, make any purchases through our

Sites, use any of the interactive or public comment features of our Sites or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or username you may use without legal parental or guardian consent. If we learn we have collected or received personal information from a person under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a person under 13 for which there is no legal parental or guardian consent, please contact us.

CONTROLLER

The Company is made up of different legal entities. This Privacy Policy is issued on behalf of the Company so when we mention "Company", "Buena Publica FZE," "we," "us" or "our" in this Privacy Policy, we are referring to the relevant Company responsible for processing your data.

This version was last updated on 15 March 2023.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

THIRD-PARTY LINKS

The Sites may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our Sites, we encourage you to read the privacy policy of every website or other site you visit.

E.02 THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

Depending on which of our products and/or services you use and how you interact with our Sites, we may collect different kinds of information from or about you. We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- a. Identity Data includes first name, last name, address, username or similar identifier, marital status, title, date of birth, gender, and IFZA card visual.
- b. Contact Data includes billing address, delivery address, location, email address and/or telephone numbers.
- c. Financial Data includes bank account and payment card details, payment history.
- d. Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- e. Technical Data includes Internet Protocol (IP) address, your login data, browser type and version, make and model (mobile phones only), operating system, IFZA card visual, hardware version, platform, device settings and other technology identification on the devices used to access our Sites, file and software names and types, device identifiers, time zone setting and location, device locations such as through GPS, Bluetooth or WiFi signals, browser plug-in types and versions, operating system and platform, connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- f. Profile Data includes your username and password, IFZA card visual, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- g. Usage Data includes information about how you use our Sites, products and services including redemption of our offers, how you use your devices to access our Sites, including the screens you visit and searches you make.
- h. Special Categories of Personal Data includes details about your race or ethnicity or religion.
- i. Other Data includes:
 - i. photos or other data uploaded onto any of our Sites by you or shared with other users of our Sites by you via our Sites;
 - ii. communications with us via social media platforms, email, electronic messages and other electronic and non-electronic communications;
 - iii. third party partner information related to how you use our third party partners, such as your reviews of our merchant partners or other service providers.
 - iv. your networks and connections made available to us, depending on the permissions you have granted, from your mobile and desktop devices' address book contacts, and other social media such as Facebook, Instagram, Pinterest and Twitter.

- j. Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences

We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific Site feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.

We do not collect the following Special Categories of Personal Data: your philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. Nor do we collect any information about criminal convictions and offences.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

E.03 HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through:

- a. Direct Interactions. You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - i. apply for or purchase our products or services;
 - ii. create an account or register on our Sites;
 - iii. subscribe to our service or publications;
 - iv. request marketing to be sent to you or further services to be provided to you;
 - v. enter a competition, promotion or survey;
 - vi. correspond with us (online or offline including via email addresses and phone numbers), if you contact us;
 - vii. post material on our Sites; or
 - viii. give us some feedback.

You also may provide information to be published or displayed (hereinafter, "**Posted**") on public areas of our Sites or transmitted to other users of our Sites or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although we limit access to certain pages, you may set certain privacy settings for such information by logging into your account profile or by contacting us. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of our Sites with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

- b. Automated Technologies or Interactions. As you interact with our Sites, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs, web beacons, and other similar technologies. We may also receive Technical Data about you if you visit other Sites employing our cookies.
 - i. Cookies: We automatically capture some information through the use of cookies. A cookie is a small file that is placed onto your desktop or mobile device when you visit our Sites in order to enable certain features and functionality of our Sites. Our cookies can be categorized into four types, each of which is outlined below
 - 1. Category 1: Strictly necessary cookies. These cookies are essential for enabling our Sites to provide certain of your requested services such as retaining your shopping bag items.
 - 2. Category 2: Performance cookies. Performance cookies collect anonymous information on the users of our Sites to enable us to improve the operation of our Sites. For example, we utilise cookies to help us understand how customers arrive at and browse or use our Sites, and highlight improvement areas such as navigation, shopping experience and marketing. The data stored by these cookies does not include personal details from which an individual's identity can be established.

3. Category 3: Functionality cookies. These cookies retain choices you make such as member ID, email ID and other preferences in order to help you avoid having to re-enter the information as you navigate through our Sites, including the shopping cart.
 4. Category 4: Targeting or advertising cookies. These cookies collect information about your browsing habits to allow us to provide advertising relevant to you and your interests. The cookies retain information about the websites you have visited. This information is shared with other parties such as advertisers on an anonymous basis. Your personally identifiable information such as your name and address is not shared with such third parties. For example, we use third party companies to provide you with more personalised advertisements when you visit certain third party websites.
- ii. Web Beacons: Pages of our Sites and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an e-mail and collect other related website and app statistics (for example, recording the popularity of certain app content and verifying system and server integrity).

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

- iii. Log Files: We may use log files to capture your activities on our apps as they interact with our Sites. Information captured in such log files may include the types of content you view or engage with and the frequency or duration of your activities.
- c. Third Parties or Publicly Available Sources. We may receive personal data about you from various third parties and public sources as set out below:
 - i. Technical Data from the following parties:
 1. analytics providers based either inside or outside the EU;
 2. advertising networks based either inside or outside the EU;
 3. search information providers based either inside or outside the EU; or
 4. third parties we contract with and/or their subsidiaries and affiliates to provide you a service based either inside or outside the EU
 - ii. Contact, Financial and Transaction Data from providers of technical, payment and delivery services based either inside or outside the EU.
 - iii. Identity and Contact Data from data brokers or aggregators based either inside or outside the EU.
 - iv. Identity and Contact Data from publicly available sources based either inside or outside the EU.

E.04 HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where we need to perform a contract we have with a third party to provide you a product or service.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email, text message or other means. You have the right to withdraw consent to marketing at any time by contacting us.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us.

if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer/user	a. Identity b. Contact c. Profile d. Special Categories of Personal Data e. IFZA card visual	a. Performance of a contract with you b. Necessary to comply with a legal obligation
To process and deliver your order including: a. Manage payments, fees and charges b. Collect and recover money owed to us	a. Identity b. Contact c. Financial d. Transaction e. Marketing and Communications f. IFZA card visual	a. Performance of a contract with you b. Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: a. Notifying you about changes to our terms or privacy policy b. Asking you to leave a review or take a survey c. communicate with you about our products and services and respond to you when you contact us	d. Identity e. Contact f. Profile g. Marketing and Communications h. IFZA card visual	a. Performance of a contract with you b. Necessary to comply with a legal obligation c. Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	a. Identity b. Contact c. Profile d. Usage e. Marketing and Communications f. IFZA card visual	a. Performance of a contract with you b. Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and the Sites (including troubleshooting, improvement, data analysis, testing, system maintenance, security, support, reporting and hosting of data)	a. Identity b. Contact c. Technical d. IFZA card visual	a. Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) b. Necessary to comply with a legal obligation
To deliver relevant Site content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	a. Identity b. Contact c. Profile d. Usage e. Marketing and Communications f. Technical g. IFZA card visual	a. Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To deliver better and more personalised Site content so that you have a beneficial and valuable experience when using our Sites, products and/or services	a. Identity b. Contact c. Profile d. Usage e. Marketing and Communications f. Technical g. IFZA card visual	a. Performance of a contract with you
To enable you to utilize a feature of a product or service provided to you.	a. Identity b. Contact c. Profile d. IFZA card visual	a. Performance of a contract with you
To use data analytics to improve our Sites, products/services, marketing, customer relationships and experiences	a. Identity b. Technical c. Usage d. Transaction e. Special Categories of Personal Data f. IFZA card visual	a. Necessary for our legitimate interests (to define types of customers for our products and services, to keep our Sites updated and relevant, to develop our business and to inform our marketing strategy) b. Necessary to comply with a legal obligation
To make suggestions and recommendations to you about goods or services that may be of interest to you	a. Identity b. Contact c. Technical d. Usage e. Profile f. IFZA card visual	a. Necessary for our legitimate interests (to develop our products/services and grow our business)
Any other purpose disclosed by us when you provide the personal data	As applicable	a. Performance of a contract with you b. Necessary to comply with a legal obligation

MARKETING

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

Direct Marketing by the Company. If you do not wish to have your personal data used by the Company to promote our own or third parties' products or services, you can opt-out by contacting us. If we have sent you a promotional e-mail, you may contact us asking to be omitted from future e-mail distributions. This opt out does not apply to information provided to the Company as a result of a product or service purchase, product service experience or other transactions.

Targeted Advertising. If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by Contacting us.

PROMOTIONAL OFFERS FROM US

We may use your Identity, Contact, Technical, Usage and Profile Data and Special Categories of Personal Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have requested information from us or purchased goods or services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any company outside the Company for marketing purposes. We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

OPTING OUT

You can ask us to stop sending you marketing messages by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

COOKIES

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of our Sites may become inaccessible or not function properly. For more information about the cookies we use, please see [Section E.03 – How is Your Personal Data Collected](#) above.

LOCATION INFORMATION

You can choose whether or not to allow our Sites to collect and use real-time information about your device's location through the device's privacy settings. If you block the use of location information, some parts of our Sites may then be inaccessible or not function properly.

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

E.05 DISCLOSURES OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties as set out in [Section E.10 – Glossary](#) below.
- External Third Parties as set out in [Section E.10 – Glossary](#) below.
- Third parties listed in the table in [Section E.04 – How We Use Your Personal Data](#) above;
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy.
- To a third party you nominate to fulfil the purpose for which you provide it. For example, if you give us an e-mail address to use the "e-mail a friend" feature of our Sites or you nominate another person to become a secondary member in family account, we will transmit the contents of that e-mail and your e-mail address to the recipients.

E.06 INTERNATIONAL TRANSFERS

We share your personal data within the Company. This will involve transferring your data outside the European Economic Area ("EEA").

We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data.

Many of our external third parties are based outside the EEA so their processing of your personal data will involve a transfer of data outside the EEA.

Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the European Commission.
- Where we use certain service providers, we may use specific contracts which give personal data the same protection it has in Europe.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy shield which requires them to provide similar protection to personal data shared between Europe and the US.

E.07 DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

E.08 DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

E.09 YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These include the following (see section E.10 – Glossary below):

- Request access to your personal data
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

E.10 GLOSSARY

LAWFUL BASIS

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

THIRD PARTIES

INTERNAL THIRD PARTIES

Our companies, their subsidiaries and affiliates acting as joint controllers or processors who provide IT and system administration services and undertake reporting.

EXTERNAL THIRD PARTIES

- Service providers acting as processors who provide IT and system administration services or who we use to support our business and who are bound by contractual obligations to keep personal data confidential and secure and use it only for the purposes for which we disclose it to them.
- Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.

- HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers who require reporting of processing activities in certain circumstances.
- Any other party, their subsidiaries and affiliates which we have contracted with to provide you with a service and/or product.

YOUR LEGAL RIGHTS

You have the right to:

- Request access to your personal data (commonly known as a "**data subject access request**"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
 - if you want us to establish the data's accuracy;
 - where our use of the data is unlawful but you do not want us to erase it;
 - where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
 - you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

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