

LUNCH:ON Website Terms and Conditions (“Terms”)

Last updated: 10 December 2017

Please read these Terms and Conditions (“Terms” or “Terms and Conditions”) carefully before using the www.lunchon.ae, www.catering.lunchon.ae, or www.turnlunchon.com websites (collectively, the “Site”) operated by ON Technologies Inc (“us”, “we”, or “our”). These Terms apply to your use of the Site as well as any associated services we may offer you, whether directly through the Site or otherwise (these services and the Site are collectively referred to as the “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 agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service. Subject to these Terms and Conditions, we hereby grant you a limited, non-transferrable, non-exclusive, and revocable license to use the Service for your own personal non-commercial use.

1. OVERVIEW AND ORDERING

- a. The purpose of the Service is to provide a platform to connect you with our restaurant or catering partners (“Partners”), and to facilitate the ordering of food and related items and services to be provided to you by the Partner. **WE MAKE NO REPRESENTATIONS REGARDING THE ITEMS OR SERVICES PROVIDED TO YOU BY OUR PARTNERS.** Your interactions between you and our Partners are strictly between you and our Partners, and we are under no obligation to be involved.
- b. Ordering through the Site may occur through various channels as explained on the Site or in any email, SMS or MMS (collectively, “Message”) generated by us. You may also store your payment information (e.g., credit card) on file with us or our third-party suppliers to facilitate convenient ordering.
- c. When ordering, your **CREDIT OR DEBIT CARD MAY BE CHARGED IMMEDIATELY** with the specified amount once you place an order with our Partners through the Service (e.g., by ordering through the website, or replying to a Message to place an order), or, for catering orders, at such other time as indicated on your order confirmation or other Message sent to you by us. We may enable ordering through other means and notify you of those means through a Message. You will receive a Message confirming that your order has been placed and containing the receipt of your charges. **YOU MAY CANCEL YOUR ORDER FOR A CREDIT, OR, AT OUR SOLE DISCRETION, A REFUND, IN THE AMOUNT OF THE FULL PURCHASE PRICE AT ANY TIME BEFORE THE CUTOFF TIME SPECIFIED ON YOUR ORDER CONFIRMATION. FOR CATERING ORDERS, PARTIAL REFUNDS MAY BE AVAILABLE, AS PER THE TIMELINES DESCRIBED ON THE ORDER CONFIRMATION OR IN ANY OTHER MESSAGE SENT TO YOU BY US.**

- d. All meals are subject to availability. Orders are honored on a first-come-first-served basis, and your order (including any “pending” order) is not confirmed until you receive a confirmation Message from us.
- e. When you sign up for the Service, you may be asked to provide us with payment information. Your ability to use the Service may be limited until this step has been completed. By providing us with this information, you represent and warrant that you have the legal right to use all payment method(s) provided.
- f. We provide photographs and descriptions of our Partners’ offerings and use reasonable efforts to ensure that those photographs and descriptions are accurate. You acknowledge that occasionally a meal will not look exactly as photographed or taste as described, and by using the Service you agree to accept such meals where there are reasonable variations between the photographs/descriptions and what the Partners offer.
- g. You agree that delivery estimates are estimates and we are not liable for reasonable variations (+/- 30 minutes) in the estimated delivery time.

2. ACCEPTABLE USE POLICY

- a. You agree not to use the Service in any manner inconsistent with applicable law, or in any manner that causes damage to us, whether reputational, security, financial, or otherwise. This includes, but is not limited to, hacking or other cyber threats, violating any third party rights, sending unauthorized spam, junk mail, advertisements or other promotional materials, compiling or harvesting information about our users, interfering with our network infrastructure, introducing scripts or other programs to produce multiple accounts, generate multiple queries, or otherwise use the Service for purposes other than the intended purpose.
- b. Unless specifically authorized by us, you may not copy, reproduce, distribute, post, or transmit in any form or by any means any of the content provided by the Service.

3. EMAIL AND MESSAGING SERVICES

- a. When you sign up for our Service, you may be opted-in to our e-mail and/or SMS ordering and notifications. Upon sign up, we may send you a confirmation message informing you of the primary medium we will be using to communicate with you (either e-mail or SMS).
- b. You can always opt-out of e-mail, SMS and/or MMS notifications by changing your preferences online in your account profile.
- c. We may also send you updates or promotional materials from time-to-time, which you have the right to opt-out of at any time.
- d. If at any time you need to reach our customer support team, just e-mail hello@turnlunchon.com, and we will respond with instructions.

- e. SMS, MMS and data charges may apply for any messages or images sent to you from us and/or us from you. If you have any questions about your mobile, messaging or data plans, please contact your internet service provider.
- f. If you have any questions regarding privacy, please read our [Privacy Policy](#).

4. ACCOUNTS

- a. 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.
- b. 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.
- c. 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.
- d. We may enable you to login to the Service using your login credentials from Facebook, Google, or other social networking sites. If you utilize this function, we may receive information about you from such sites, and we may share information about you with such sites.
- e. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

5. INTELLECTUAL PROPERTY AND LINKS TO OTHER WEB SITES

- a. All intellectual property contained on the Site, including copyrights, patents, trademarks, and other trade secrets are owned by us or our licensors. Your use of the Site does not grant you any rights, title, or interest in any such intellectual property. This includes any content that you may provide to us, such as feedback regarding the Service. By using the Site you hereby assign all rights to us, including the right to use such feedback in any manner we see fit.
- b. Our Service may contain links to third-party web sites or services that are not owned or controlled by ON Technologies Inc.
- c. ON Technologies Inc 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 ON Technologies Inc 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.

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

6. TERMINATION

- a. 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.
- b. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

7. GOVERNING LAW AND ARBITRATION

- a. These Terms shall be governed and construed in accordance with the laws of the United Arab Emirates.
- b. 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.
- c. All disputes arising out of or in connection with these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, and in Dubai as the venue.

8. CHANGES

- a. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will notify you of any changes by posting the new Terms on the Site. You are advised to review these Terms periodically for any changes.
- b. 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.

9. INDEMNIFICATION, DISCLAIMERS, AND LIMITATION ON LIABILITY

- a. You agree to indemnify and hold us (and our officers, employees, and agents) harmless, including attorneys' fees and costs, from any claim or demand made by any third party arising out of your use of the Service, your interactions with any Partners, or your violation of these Terms or applicable laws.

- b. THE SERVICE IS PROVIDED “AS-IS” AND “AS AVAILABLE.” WE AND OUR PARTNERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND.
- c. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Service users or our Partners.

10. ENTIRE AGREEMENT

- a. These Terms constitute the entire agreement between us and you with respect to the Service and supersede all prior agreements, representations and understandings of the Parties, written or oral.
- b. All notices, requests, claims, demands and other communications hereunder shall be made in writing (*e.g.*, via email).

11. CONTACT US

- a. If you have any questions about these Terms, please contact us at hello@turnlunchon.com or P.O. Box 73030, Knowledge Village, Cordoba Clubhouse, Dubai, UAE.