

Ratification of the Agreement

By entering, connecting, using or creating an account on this website and its associated applications on iPhone, iPad, Android, and any mobile application (hereinafter collectively referred to as the “Platform”) including without limitation to any services offered on the Platform, you acknowledge that you have read and understood the following Terms and Conditions (collectively the “Terms”), including these Terms, terms of our Privacy Policy available at www.tawasi.online and you agree to be bound by them and to comply with all the applicable laws and regulations regarding your use of the Platform. You acknowledge that these Terms constitute a binding and enforceable legal contract between yourself and TAWASI ONLINE (hereinafter referred to as “Tawasi”, “Company”, “we”, “us”, “our”) with reference to the use of this Platform. Please read these terms before ordering any items from our application.

You become a user of the Platform (“User” or “you”), by entering, using, browsing or registering on the Platform. As a User, you agree and undertake to comply with the provisions of these Terms.

You are responsible for making all arrangements necessary for you to have access to the Platform. You are also responsible for ensuring that all persons who access the Platform through your Internet connection are aware of these Terms and that they comply with them. By viewing, using, accessing, browsing, or submitting any content or material on the Platform, you agree to these Terms as a binding legal agreement, without limitation or qualification. The term “you” or “You” shall include any person or entity, who views, uses, accesses, browses or submits any content or material to the Platform.

If you do not agree to these Terms, then you may not use the Platform. Tawasi reserves the right to modify these Terms at any time without prior notice. You agree that each visit you make to the Platform shall be subject to the Terms as displayed, and your continued use of the Platform now or following the modifications in these Terms confirms that you have read, accepted, and agreed to be bound by such modifications.

Our Services

The Platform allows its Users who agree to the Terms to order from its partnered restaurants, vendors, groceries etc. that may be operated by third parties or affiliated companies (hereinafter referred to as the “Merchants”).

The purpose of this Platform is to provide a simple and convenient service to Users, linking them to Merchants in their area for delivery (our “Service”) to order a variety of goods including prepared meals, beverages, non-prepared food, and miscellaneous non-food items (hereinafter collectively referred to as “Goods”). Some of the Goods such as – but not limited to – pharmaceuticals on our Platform may be subject to restrictions for purchase (“Restricted Goods”).

Interactive options allow Users to build and submit orders at the click of a button. When you place an order from a Merchant, Tawasi acts as a facilitator on behalf of that Merchant to conclude your order from the Platform and to manage your experience throughout the order processing. We have created the Platform to serve as a marketplace for its Users.

Tawasi does not sell or interfere in any way in the production of any goods or service produced by the Merchants. What this online market offers to the Users is the ability to search for and find local Merchants that deliver or make these Goods available to their addresses and enables ordering them through this Platform. The Merchants are obligated to comply with the country’s local laws, rules, regulations, and standards pertaining to goods and services preparation, sale, marketing, and safety.

However, it is important for Users to understand that Tawasi does not in any way independently verify the credentials, representations or products of Merchants, the ingredients or the quality of any products, or that a Merchant is in compliance with applicable laws. Users must make themselves comfortable through information provided by Merchants on the Platform or as requested by Users directly from the Merchants as to the quality and reliability of the Merchants, as well as to their compliance with applicable laws.

We reserve the right, but are not obligated, to restrict or limit the sales of our Goods to any person, geographic region, or jurisdiction. Due to the laws in some countries, we shall not offer for sale certain goods, or restricted items to you. Any offer for any Goods made on the Platform is void when it is prohibited by law.

Tawasi does not in any way guarantee the quality of any Goods or that any Goods comply with applicable laws and does not guarantee matching the list of Goods displayed on the Platform to what is actually provided to the Users. In addition, a Merchant may represent that goods and services preparation is in accordance with special standards, for example (including without limitation) to “organic,” “macrobiotic” or allergen-specific standards, for example (including without limitation) “nut-free”, “gluten-free”, or “lactose-free”. However, Tawasi is not obligated to provide ingredient information or allergen information on the

Platform. Further, Tawasi does not guarantee that the Goods sold by Merchants are free of allergens unless otherwise required by applicable laws. If you have allergies, allergic reactions, or dietary restrictions and requirements, please contact the Merchant before placing an Order on our Platform, as Tawasi does not independently investigate or verify such representations.

Tawasi and the Merchants (as the case may be) reasonably endeavor to comply with your special instructions for an Order. However, in some cases where this is not feasible, possible, or commercially reasonable, Tawasi and/or the Merchants reserve the right to proceed to prepare the Order in accordance with standard operating procedures. Neither Tawasi nor the Merchants shall be responsible to replace or refund an Order that does not conform to special instructions provided by you.

Tawasi shall not be liable or responsible for any goods and services offered by Merchants that are unhealthy, are the cause of injury, that are otherwise unacceptable to Users or that do not meet the expectation of Users in any manner.

Users are solely responsible for verifying the accuracy of delivery addresses, and Tawasi shall have no liability or responsibility for any such erroneous addresses. All goods and services preparation and deliveries are the sole responsibility of the Merchant accepting the order. Please be aware that the Merchant will do everything they can to meet the delivery time specified, however delivery times may be affected by factors beyond their control and therefore cannot be guaranteed. We will inform you if we become aware of an unexpected delay.

Creating an Account for the Platform

A User can create an account on the Platform and can determine their own “user name” and “password” which are determined by the User herself/himself. The “user name” is personal to the User and the same “user name” is not given to two different Users. The “password” is only known by the user. The user can change the password at any time. It is solely under the responsibility of the user to select and protect the password. Tawasi is not liable for any problems, which may arise from the use of password. Tawasi informs the user about the promotions, which take place in the user’s area and from which the user may benefit, by emails. Tawasi may share your username and password with the third party companies for the purpose of providing our Service – for example, the phone number may be shared with the Merchant which deals with take-out goods and services, in order to provide a faster and correct delivery. For the user to connect to the services, which require

an Account of the Platform, the user must enter the user name and password. This process is called “login” to the Platform.

By using this Platform, you warrant that any personal information provided by you is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to your personal information by updating your User profile on the Platform or by contacting us, you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

You are not allowed to register multiple Accounts for use by the same person. Violation of this clause may result in termination of your account. Users’ passwords should be kept confidential at all times and must not be shared or disclosed to anyone. You are responsible for all activities and orders that occur or are submitted through your Account. If you know or suspect that someone has knowledge of your password, then you should contact us immediately.

You may not use the Platform for any unlawful or unauthorized purpose, including without limitation to:

- Distributing any unlawful, libelous, abusive, threatening, harmful, obscene or otherwise objectionable material. Transmitting material that constitutes a criminal offense, results in civil liability or otherwise breaches any laws, regulations or codes of practice.
- Interfering with any other persons use or enjoyment of the Platform.
- Damaging, disabling or impairing the operation of this Platform or attempting to gain unauthorized access to this Platform or to networks connected to it, through hacking, spoofing or other such similar means.

We expect a device to hold one User account only. We may allow service in such cases, but we will not allow the use of promotions.

If you wish to delete your Account, please contact us via the Platform chat feature requesting the same.

How to make an order and how it works

Once you have selected your Goods from the list of your chosen Merchant, you will be given the opportunity to submit your order by clicking on the “Checkout” button (the “Order”). Please note it is important that you check the information that you enter and correct any errors before clicking on the “Checkout” button since once you click on this input, errors cannot be corrected. On receipt of your order, the Platform will begin processing your order, and we will send an email and message on the final page that your order has been received and sent successfully to the Merchant. Where any payment you make is not authorized, you will be returned to the previous page on the Platform, and we shall not be obliged to provide the services.

Order Cancellation

You can cancel an order for a full refund until the order has been accepted by the Merchant. In the event that you need to cancel the order after it has been accepted by the Merchant, please contact us via the chat function on the Platform to cancel the order. Tawasi reserves the right to not issue full or partial refunds if you have canceled the order after it has been accepted.

An order may be subsequently canceled by a Merchant after you have received a confirmation that it has been sent to the Merchant. Tawasi and our partner Merchants reserve the right to cancel any order, before or after acceptance, and will notify you immediately of any such cancellation. Your order history will only hold your successful orders, and in case of failed online payment, the Order amount will be refunded to your Tawasi account as Tawasi credit (In App Wallet).

Delivery

You understand that the available goods offered by Tawasi may vary from delivery area to delivery area. By entering your delivery address on the Platform, you will see the Vendors that we make available to you at that time. Delivery areas may expand, shrink or change depending on different conditions such as: weather, traffic, situations of force majeure, etc.

Delivery Time

Tawasi shall deliver your Order to the delivery address provided by you. An estimated delivery time will be provided to you in your email confirmation as well as on the order tracking page. However, delivery times shall vary depending on factors that are not controllable (e.g. order quantity, distance, time of day (peak periods), weather conditions, traffic conditions, etc.). You can view the remaining delivery time of an Order when you click on 'My orders' on the Platform. You acknowledge that the delivery time we provide is only an estimate and Orders may arrive earlier or later. To ensure that you do not miss a delivery of an Order, you should ensure that either you or someone is at the delivery location to receive the Order once an Order is placed.

Unsuccessful or Failed Deliveries

Without prejudice to any other clauses in these Terms, in cases where we attempt to deliver an Order but we are unable to do so due to the reasons caused by you, including but not limited to:

- no one was present or available to receive the Order;
- customer was uncontactable despite attempts to reach the customer via the phone number provided;
- lack of appropriate or sufficient access to deliver the Order successfully;
- lack of a suitable or secure location to leave the Order.

We will contact you via, among others, in-app call or message, or email, to inform the unsuccessful delivery and next steps. In such cases, Tawasi reserves the right to cancel the Order without refund or remedy to you.

No Show Cancellation

If you remain uncontactable or fail to receive the Order within a reasonable time from the time the Order arrives at your delivery address, Tawasi reserves the right to cancel the Order without refund or remedy to you.

Wrong Order, Missing Order, Defective Items

Upon receipt of your Order, if you discover that there are issues with your Order (e.g., wrong order, defective order, or missing items), please contact customer support via our in-app customer support chat feature immediately. In some cases, Tawasi may request photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order and/or goods you received are not of satisfactory condition or quality, we will compensate you for your Order or parts of your Order.

Late Delivery

If your Order is significantly delayed from the estimated delivery time, please contact customer support via our in-app customer support chat feature immediately. In some cases, Tawasi may request additional information to properly investigate the issue with your Order. If we determine that the Order and/or goods you received are significantly delayed, we will compensate you for your Order.

Pick-up Services

Pick-up Process

Where available as indicated on the Platform, you will have the option of collecting your Order in-person directly from the Merchant's premises ("Pick-Up") instead of having the Order delivered to You. Your email confirmation will indicate the time for you to take-out the Order ("Collection Time"). The Merchant will prepare the Order by the Collection Time. In some cases, a reasonable delay may be expected. The Merchant agrees to hold the Order for you at the Merchant's premises for no more than a reasonable period of thirty (30) minutes from the Collection Time ("Holding Time") and shall not be obliged to provide the Order to you if you fail to take-out your Order within the Holding Time.

Pick-up Liability

In the event of unreasonable delays in Pick-Up attributable to you, you bear the risk of any damage or loss of Goods or any deterioration in quality or change in condition of the Goods (e.g. changes in the temperature fit for consumption). In this case, you shall not be entitled to a refund or replacement of the Goods. You alone are responsible for inspecting the Goods/Order when you Pick-Up your Order and shall report any issues and/or defects to the Merchant, as a recipient of messages for Tawasi, before leaving the Merchant's premises.

Your Responsibilities

During the use of the services of the Platform, the User accepts and undertakes:

1- The information provided to us is correct. The User is the only party responsible for any losses which may arise from any misinformation or inadequate information (ex. forgetting the password); and in these cases his/her Account may be terminated.

2- The User is solely responsible for all personal ideas, opinions, statements set forth by the User while using the services of the Platform, all the files uploaded to the Platform and the personal information sent, and that in no way Tawasi shall be held liable for these files, not to access any services provided in the Platform unauthorized and in any way other than the one identified by the Platform; not to change the software in any way; not to use the software which is identified as being changed; and to indemnify Tawasi for all material and moral losses in the event the User does not comply with the aforementioned articles, Tawasi shall not be responsible for any damages which may arise from reading of data belonging to any Users by any unauthorized people, not to send any messages which are threatening, immoral, racially and contrary to the laws of Palestine and international agreements, any correspondences, titles, nicknames posted to the context shall not be contrary to the rules of public morality, good manners and laws, not to harass and/or threaten other users, or any of the Platform live chat personnel, not to act in a way affecting the use of services by other users, not to post, print, distribute, circulate any amoral, inappropriate and unlawful materials and information which may give harm to the names of any people or institutions, not to advertise, sell or offer to sell any products or services, engage in any activities such as survey, competition or chain letter, not to send any information or programs which may give harm to the information or software in the computers of other users.

3- All of the records or materials obtained by using the services of Tawasi are within the consent of the user; the user shall be absolutely responsible for any damages, loss of information, or other losses caused by them in the user's computer; the user shall not demand any compensation for any losses arising from the use of the service, not to use the services of the Platform for any commercial and advertising purposes without obtaining the consent of Tawasi. Tawasi may monitor all systems at any time or continuously.

4- The Platform may use its system for commercial purposes, not to mail any information which is forbidden legally and circulate any mails which do not have authorization to be sent such as chain mail, malicious software, etc., not to record and misuse any personal information belonging to others, The User himself/herself is responsible for all kinds of acts made under the "username", The clients must pay the service fee which is notified previously at the time of delivery of products; otherwise, the products shall not be delivered to the clients. not to access the Platform or services using a third-party's

account/registration without the express consent of the account holder; not to use the Platform for illegal purposes; not to commit any acts of infringement on the Platform or with respect to content on the Platform; not to use the Platform to engage in commercial activities apart from sanctioned use of Tawasi services; not to copy any content, including, but not limited to Merchant menu content and third-party reviews, for republication in print or online; not to create Merchant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Platform; not to attempt to gain unauthorized access to other computer systems from or through the Platform; not to interfere with another person's use and enjoyment of the Platform or another entity's use and enjoyment of the Platform; not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or not to disrupt, interfere with, or otherwise harm or violate the security of the Platform, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or affiliated or linked Platforms (including those of our Merchant partners).

5- All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the Platform. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Platform. Credit or Debit cards used in placing orders through the online payment gateway on the Platform must belong to the user. Otherwise, the user must obtain the legal permission from the card owner to perform the transaction.

6- To purchase Restricted Goods, you must be of the statutory legal age. We and/or the Merchants, as the case may be, reserve the right to: (i) ask for valid proof of your age (e.g. ID card); (ii) refuse delivery if you are unable to prove you are of legal age; (iii) to ask for a valid medical prescription (in the case of pharmaceuticals); (iv) refuse delivery to any person for any reason whatsoever. For Restricted Goods there is no "contactless delivery," "just drop them at the door delivery," or other similar delivery available.

User Material

Other than personally identifiable information ("Personal Data"), which is covered under the Platform Privacy Policy, any material you transmit or post to this Platform will be considered non-confidential and non-proprietary. the Platform will have no obligations with respect to such material. the Platform and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use that material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

You are prohibited from posting, uploading or transmitting to or from this Platform any material that:

Breaches any applicable local, national or international law;

Is unlawful or fraudulent.

Amounts to unauthorized advertising; or

Contains viruses or any other harmful programs.

You may not misuse the Platform (including by hacking).

Any comments or feedback that you submit through the Platform must not:

Contain any defamatory, obscene or offensive material;

Promote violence or discrimination;

Infringe the intellectual property rights of another person;

Breach any legal duty owed to a third party (such as a duty of confidence);

Promote illegal activity or invade another's privacy;

Give the impression that they originate from us; or

Be used to impersonate another person or to misrepresent your affiliation with another person.

The prohibited acts listed in the above paragraphs are non-exhaustive. You will pay Tawasi for all costs and damages which it incurs as a result of you breaching any of these restrictions.

Tawasi will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any material in breach of the above paragraph.

Acceptable Use Policy

You may not access or use the Platform for any other purpose other than that for which the Platform makes it available. The Platform is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Platform. In case of any prohibited activities committed by the

user, the company has the right to suspend, block, or terminate the user's Account and prevent their access to log in to the service. Prohibited activities include, but are not limited to, the following:

- 1- Violate any law, statute, ordinance, or regulation.
- 2- Violate applicable laws or industry regulations regarding the sale of alcoholic drinks or prescription drugs and devices.
- 3- Violate copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of the account owner's jurisdiction.
- 4- Engage in any illegal products, services, or activities, including encouraging, promoting, facilitating, or instructing others to engage in illegal activities.
- 5- Engage in payments to or from any listed sanctioned countries. This includes businesses or individuals subject to international/national sanctions, suspected or convicted of terrorism, financial crime, or any other offense.
- 6- Provide false information relating to the customer's identity or business activities.
- 7- Engage in any product, service, or activity that finances terrorism.
- 8- Deal with narcotics, steroids, certain controlled substances, or other products that present a risk to consumer safety. This includes products containing THC, CBD, or any other similar substance, as well as activities related to drug paraphernalia.
- 9- Engage in products, services, or activities, including media and journalism, that could be considered discriminatory, hateful, racist, exploitative, or inciting harassment, bestiality, mutilation, or violence.
- 10- Connect to services where the service provider collects money on behalf of others as a payment services provider, cheque encashment agencies, foreign exchange providers, money transmitters, traveler's cheques, or money orders.
- 11- Involve ammunition, explosives, arms, defense or weapons, replica weapons, gun parts or related parts or accessories, hunting, or the manufacture/distribution of weapons.
- 12- Provide services relating to hospitality timeshares or the issuance of travel visas.
- 13- Promote or advertise products or services other than your own without appropriate authorization.
- 14- Collect money without a license when compulsory in the account owner's jurisdiction.
- 15- Engage in multi-level marketing programs, network sales, matrix programs, outbound and inbound telemarketing, or other similar programs, including pyramid and Ponzi schemes.

16- Gambling, betting activities, casinos, lotteries, sweepstakes, penny auctions, services related to fantasy sports or sports forecasting, or sale of value usable “chips” or vouchers connected to these services, certain in-purchasing games

17- Programs, materials, or services related to get-rich courses or related to increasing your wealth or gambling

18- Factoring, lending, investment services, financial, escrow, or mortgage services, pawn shops

19- Private business directories, businesses specializing in warning letters, liquidation, or proxy services

20- Buying or selling stocks, bonds, securities, options, futures, binary options, or investment interest in any entity or property, services related to raffles, debt consolidation, insurance brokers, payday lenders, medical collections, scholarship programs, payment protection insurance, currency exchange, or FOREX activities

21- Modification chips (e.g., to modify a game console in order to use non-producer hardware or software)

22- Ticket agencies without a license, ticket resale

23- Replica clothes and products or counterfeit goods

24- Objectionable, offensive, indecent, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially, ethnically, or sexually offensive, or otherwise inappropriate behavior towards the Tawasi personnel.

25- Highly rated politically exposed persons (PEP).

Tawasi reserves the right but is not obligated to do any or all of the following (with no limitation to other actions):

1- investigate an allegation that any content posted on the Platform does not conform to these Terms and determine in its sole discretion to remove or request the removal of the content;

2- remove content that is abusive, illegal, or disruptive or that otherwise fails to conform with these Terms;

3- monitor, edit, or disclose any content on the Platform; and

4- edit or delete any content posted on the Platform, regardless of whether such content violates these Terms.

5- cancel any Order and/or suspend, deactivate, or terminate your Account in its sole discretion if it reasonably suspects or detects fraudulent behavior or activity associated

with your Account and/or with your Order and/or any of the reasons named in section 4 of these Terms.

Authority of Tawasi

Tawasi may temporarily suspend or completely cease the system operation at any time. the Platform shall not have any responsibilities against the Users of Tawasi or any third parties due to the temporary suspension or complete cessation of the system operation.

The user name and password shall be displayed and approved by the registered Users. Tawasi may prevent its registered Users who have created accounts on the Platform from creating new passwords or from using their old passwords for an indefinite period of time if it is deemed necessary by Tawasi.

Tawasi does not warrant that its services shall be provided on time in a secure and complete way, the results obtained from the services shall be correct and reliable, and that the service quality shall meet the expectations.

Tawasi has the right to back-up and delete all or some of the files, messages which are provided by the Users during the use of services for some periods deemed suitable by the Platform. Tawasi shall not be held responsible for back-up and delete processes.

The Platform has the ownership and copyrights arising from the ownership of the information, documents, software, designs, graphics, etc. which are produced by itself and/or bought from outside.

The sales of Tawasi are limited to the current availability of menus of the firms provided in Tawasi. Tawasi is not responsible for any item ordered and not delivered by the Merchant due to unavailability.

Tawasi has the right to post any information, documents, software, designs, graphics, etc. (such as the messages, poets, reports/news, file posted to the bulletin board) which are

User generated and uploaded to the system by the Users and/or to transmit them to another place within the Platform deemed as appropriate by Tawasi. It is probable that this information is copied and/or posted by other users. In such cases, the users shall not demand any royalty from Tawasi.

The obligation to change the information in relation to the price and product specifications, which are provided to sell in Tawasi, belongs to the companies which have cyber Merchants in the Platform. In the event of any misinformation relating to the price and specifications of products, Tawasi may correct this mistake by canceling the order.

Tawasi may provide transition for a User to other Platforms. In this case, the User agrees that Tawasi shall not be responsible for the context of the Platforms, which the User may access through its Platform.

Tawasi may change in time the services for which any Account is not required to a form, which requires Account. Tawasi may provide additional services, change some of the services partially or completely, or transform into a paid service.

This Platform may be unavailable at certain times to allow for maintenance and upgrades. Although we will endeavor to notify Users in advance of any service unavailability, this cannot be guaranteed and we reserve the right to alter or withdraw the service at any time.

Guidelines for Reviews

Reviews are approved based on the following criteria:

RELEVANCY

Reviewers must have had an experience with the Merchant firsthand.

ACCEPTABLE CONTENT

Tawasi is not obligated to approve reviews on the Platform. A subset of the potential reasons for rejection are:

Offensive Language: Profanity, abusive, racist, and hate language is not tolerated in our interactive sections.

Irrelevant or non-indicative content.

Discrimination based on the grounds of religion, race, gender, national origin, age, marital status, or disability.

References to illegal activity or uncorrelated references towards society's traditions and values.

Conflicts of interest: Competing Merchants are not allowed to post negative reviews. Violation of this might result in permanent removal from the Platform.

Allegations of health code violations.

Outdated and obsolete information.

NOT ENDORSED

Reviews are not endorsed by Tawasi, and do not represent the views of Tawasi, our parent companies, or our subsidiaries. Tawasi does not assume liability for any review or for any claims, liabilities, or losses resulting from any use of the Platform or information on the Platform.

OWNED BY TAWASI

Reviews are owned by Tawasi exclusively in perpetuity. We have the right to reproduce, modify, translate, transmit, and/or distribute all materials relating to reviews. Tawasi is under no obligation to pay the author or anyone else for their reviews.

Termination of agreement

Tawasi has the right to terminate, suspend, or delete your Account and your access to or use of the Platform, including any delivery service we provide to you in respect of an Order, for any reason, including, without limitation, if Tawasi, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of these Terms. Where

appropriate, Tawasi will give you the opportunity to state your position before any termination, suspension, or deletion of your account.

Restrictions for Non-Personal and Non-Commercial Use

You agree that the consequences of commercial use or re-publication of content or information of Tawasi may lead to serious and incalculable monetary compensation that may not be a sufficient or appropriate remedy and that Tawasi will be entitled to temporary and permanent injunctive relief to prohibit such use.

Refund Policy

Tawasi takes user satisfaction very seriously. In the case of problems with your goods and services order, please contact Tawasi through our live chat and we will assist you. In appropriate cases, if you have already been billed by Tawasi on behalf of the Merchant, Tawasi will issue full or partial refunds. In the following cases: if you did not receive your order or did not receive your order, you may be issued a full refund; if part of your order is missing, we may issue a partial refund. In every event, we will take into account relevant factors including the details of the order and do our best to ensure your satisfaction. You will receive your refund as Tawasi credit on your Tawasi account unless you request a refund to the original source of payment.

Price and Payment

Once your order has been accepted, this represents an agreement between you the User and the Merchant. The Merchant has sole responsibility for this order. Cash payments are made directly to the Merchant upon delivery to fulfill the order.

Tawasi does not provide any payment service either to you or to third parties. All online payments are processed via your own issuer / payment service provider and the payment service providers in partnership with Tawasi.

Prices quoted on the Platform shall be displayed in the applicable country's national currency and subject to applicable tax. You accept that prices and offers on the Platform may vary from the prices and offers offered by our Merchants elsewhere (including their own websites, mobile applications, or at their brick-and-mortar outlets).

The way we display the prices of our goods may vary depending on the Merchant, and, subject to applicable laws, the prices reflected on our Platform. Prices and additional charges (including but not limited to Delivery, Small Basket or Service fees) indicated on the Platform are as at the time of each Order and may be subject to change later. Tawasi reserves the right to charge fees (including but not limited to Delivery, Small Order or Service fees) for our services as we deem necessary for our business. The breakdown of the prices and additional charges (including but not limited to Delivery, Small Order or Service fees) are displayed before checkout. When you place an Order, you agree to all amounts, additional charges and the final 'Total' amount which is displayed to you.

Payment Methods

When using your Account as payment instrument you may choose from different payment methods as available and indicated on the Platform.

Tawasi reserves the right to offer additional payment methods and/or remove existing payment methods at any time at its sole discretion. If you choose to pay using an online payment method, the payment shall be processed by our third-party payment service provider(s). With your consent, your credit card / payment information will be stored with our third-party payment service provider(s) for future Orders. Tawasi does not store your credit card or payment information.

You must ensure that you have sufficient funds on your credit and debit card to fulfill payment of an Order. Insofar as required, Tawasi takes responsibility for payments made on our Platform, including refunds, chargebacks, cancellations, and dispute resolution, provided if reasonable and justifiable and in accordance with these Terms.

At the time of checkout, please read the applicable payment terms linked and disclaimers carefully before using any payment method.

Validity of Tawasi records

In the disputes which may arise in relation to their Terms, the User agrees, states and warrants that any bookkeeping entry, microfilm, microfiche and computer records constitute a valid, binding, absolute and exclusive evidence; this article has the characteristics of an evidential contract, and that the User waives in advance all kinds of

objections to the specified Tawasi records and the right to tender an oath in relation to the fact that these records are kept in due form.

Governing law & competent

These Terms shall be governed by and construed in accordance with the laws of Palestine. Disputes arising in connection with these Platform Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of Palestine.

Severability

If any part of these Terms deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

License

Tawasi grants you permission (which may be revoked at any time for any reason or no reason) to view the Platform and to download, email, share via social networking or print individual pages from the Platform in accordance with these Terms and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained on such pages. No other use is permitted.

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Tawasi Rewards Program

Terms & Conditions

Tawasi Delivery Services (referred to hereinafter as the 'Company') may or may not consider launching a Tawasi Loyalty Reward Program (referred to hereinafter as the 'Program') operating under the terms and conditions as set out below.

1- Eligibility

Only members and users of Tawasi within Palestine, and those who are selected and invited by the Company shall be eligible to join the Program. Such eligibility criteria may be subject to change at any time.

2- Acceptance and Disclosure

The terms and conditions set out herein, together with the Company's Privacy Policy available on its website shall govern the Company's relationship with members of the Program including but not limited to the membership, expiration, redeeming and earning Program points.

By using your Membership Account that you were invited to receive and redeem points of the Program, you agree that;

You have read and accept these terms and conditions set out herein,

You consent to the collection, use, and disclosure of your personal data by the Company, the Program, and the Company's affiliates to any third party for any purpose related to the Program or the company's business.

-You accept and acknowledge the Privacy Policy of the Company available on the Company's website remain in effect.

3- Termination or Modification

The Company reserves the right to modify at any time without notice its Program including but not limited to the Program benefits, awards, The program's Earning and Redemption Points as set in provision no. 4 (referred to hereinafter as 'Provision No. 4'), and some or all of these terms and conditions set out herein in the program pages. Loyalty Members are responsible for remaining knowledgeable of the Program terms and conditions and any modifications that may occur to them. The Program Account member's continued participation in the Program will constitute the acceptance of any such modifications.

The Company may terminate the Program, in whole or in part, with one-week prior notice to all active Program Members, and all unredeemed Points will be lost after the conclusion of the notice period without any obligation or liability.

The Company can immediately terminate the Program Membership Account of an Account member if, in its reasonable opinion, the account member has breached these terms and conditions, or behaved fraudulently, or has provided the company with false or misleading information. In the mentioned events, the account member will lose all the acquired benefits and any right of use.

4- Earning and Redemption

The Company's Program membership allows its account members to earn and redeem points when making purchase orders through the Company's application and only within Palestine territory, and in accordance with the rules, requirements and specifications set out below:

Users will benefit from a minimum of 2 points for every NIS 5 spent and the opportunity to earn additional points from time to time as communicated by the Program.

Provided that the Tawasi Rewards Relationship is active and in good standing, as determined by Tawasi, Tawasi Rewards Points may be redeemed (i) in exchange for Tawasi Credit, Restaurant offers or other specific deals, as may be published from time to time on the Tawasi Rewards Section of the app.

Details of the Tawasi Rewards are set out on the Tawasi Rewards App Section. Reasonable efforts have been made to ensure that the information contained in the Tawasi Rewards Catalogue is accurate. Tawasi is not responsible, and shall not be held responsible, for any errors, inaccuracies or omissions appearing therein.

Users can exchange points via the app for any of the items mentioned in the rewards section of the app, to offset any specified fees and/or charges normally applicable to the Tawasi Rewards user as determined by Tawasi. Redemption of rewards from Tawasi authorized merchants are subject to the terms and conditions as may be prescribed by the issuer or supplier thereof from time to time.

Once issued, the redemption of credit and other vouchers are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, an order for redemption cannot be canceled, revoked, transferred or changed by the Tawasi Rewards Accountholder in any manner.

5- Expiration of points:

The Program points earned from making a qualifying purchase as per the Loyalty Program Earning and Redemption Points Catalogue, are only valid for a period of 60 (60) days from the date of crediting the points to the member's account.

6- Membership

The Company's Program membership cannot be duplicated, shared, gifted and/or used for any purposes other than those provided in Provision No. 4, and the terms and conditions set out herein. The Program membership or points may not be transferred or used, for any reason, by anyone other than the account member.

7- Claims; Cancelled, Modified, Delayed Orders

In case of an order being cancelled or modified by the account member, the points earned from this order will be deducted from the member's loyalty account. In case of an order being delivered to the member after the estimated delivery time, for any reason, no additional points will be earned as a result of this delay. Redemption award claims shall not be accepted for any backdated access and purchases made by the account member as a Guest.

8- Responsibility

The Company shall not be held responsible for any direct or indirect consequences associated with any force majeure events or malfunction beyond its control, and/or any direct or indirect consequences associated with the member's non-accordance use or fraudulent use with these terms and conditions.

9- Governing Law

These terms and conditions and any disputes or claims arising out of, or in connection with, shall be governed by and construed in accordance with the law of Palestine.

Limitation of Liability

To the extent permitted by law, Tawasi provides this Platform and content on an "as-is" and "as available" basis and we make no representation or warranty of any kind, express or implied, regarding the content or availability of this Platform, or that it will be timely or error-free, that defects will be corrected, or that the Platform or server that makes it available are free of viruses or other harmful components. Subject to the previous paragraph, neither Tawasi nor its directors, officers, agents, employees or contractors shall have any liability for any direct, indirect, special or consequential losses or damages (including without limitation, damages for loss of business or loss of profits), arising in contract, tort or otherwise from the use or inability to use this Platform. Nothing in these terms shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

Merchants are solely responsible for the preparation, condition, and quality of goods sold to you. In cases of Merchant Delivery, Merchants are responsible for the delivery of the goods and/or Orders. Tawasi shall not be responsible or liable for any loss, damage, expense, cost, or fees arising from your contractual relationship with the Merchant.

Indemnity

You agree to indemnify and hold Tawasi, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of the Platform, with your submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the Platform, your violation of these Terms, and any other acts or omissions relating to the Platform.

Amendments

Tawasi may amend these Terms at any time in its sole discretion, and the amended Terms shall be effective immediately upon posting, subject to applicable laws. It is your responsibility to check the Terms regularly. If you do not agree with the amended Terms, whether in whole or in part, you must stop using the Platform and/or any of its services immediately.

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Prevailing Language

These terms shall be available in both English and Arabic. In case of any discrepancies between the two versions, the English version shall prevail.

Contact Us

For customer support, you may reach out to us via the Help Center available on the Platform.