

ROADSTER MOBILE APP TERMS & CONDITIONS

Roadster Diner SAL herein referred to as **RD**

By using or reading anything on our mobile application, you therefore agree to all the below terms and conditions. In case you do not agree, you should not use the mobile application.

1 DEFINITIONS

- 1.1 "App" is a reference to our mobile application where we offer our Products
- 1.2 "Privacy" refers to our policy regarding the collection, use and storage of your personal data
- 1.3 "Products" is a reference to the food we offer on our App
- 1.4 "Services" is a reference to the services we offer through our App
- 1.5 "You", "your" and "you" refer to you, the person who enters this App or any other channel provided by RD for food ordering
- 1.6 "We", "us" and " RD" refers to the business operated and provided by RD on our App

2 ONLINE DELIVERY SECTION

2.1 GENERALITIES

- No minimum amount applies for every delivery order
- Some add-ons are charged, please refer back to our app for more details
- Limitation: for some customization on your order, please contact our delivery center directly
- In order to maintain high quality of food, certain items are not available for delivery
- We deliver to the geographical location(s) that are only mentioned in our drop-down address menu
- We have the right to reject any order due to certain conditions
- Please insert your detailed location by filling the street, building, floor, company or home
- Once an order is confirmed and submitted, you have up to 1 (one) minute to cancel the order
- If the payment method used was online, then we shall not be able to provide any refund
- A delivery charge of 2000 LBP (Two thousand Lebanese pounds) applies for every delivery order
- Our Payment Terms are:
 - Cash on delivery
 - Credit card on delivery (Visa or Mastercard)
 - Online credit card (Visa or Mastercard)
 - Redeemable amount
 - E-voucher
 - You can combine any 2 of the above payments methods (excluding cash)

2.2 ORDER CUSTOMISATION

You can customize your order by clicking on the customize feature at the bottom of every item, whereby you can remove/add ingredients, add-ons, sauces and more modifications such as cut in half

2.3 ORDER HISTORY AND THE USUAL ORDER

You can order again without going through the customization process by selecting any of your previous orders from Order History and pressing replicate order (Go For It)

2.4 PLACING YOUR ORDER

Once your order is completed, you can insert instruction in the Delivery details as “missed call when you get here” or “bring change” or “bring a menu” and press on Good to go, and make sure you always fill out the address field that you want to deliver the order to as well as the payment method. You can as well schedule your order by selecting a future date and time

2.5 TRACKING YOUR ORDER

Once your order is submitted, to the main menu, track orders, where you can find your order status with all the details (Started, In Progress, On the way)

3

DINE IN SECTION

- If the payment method used was online, then we shall not be able to provide any refund
- You can only scan the bill once to collect stars
- You can scan 2 different bills per shift. The shifts are from 10:00 to 17:00 and from 17:01 to Closing
- Our Payment Terms are:
 - Cash
 - Online credit card (Visa or Mastercard)
 - Redeemable amount
 - E-voucher
 - You can combine any 2 of the above payments methods (excluding cash)

4

BOOSTING YOUR STARS

- We might be continuously updating our “Boost your stars” section to give you additional perks & freebies
- When you refer the App to one friend, you will get 100 stars; if you refer two more friends you shall get 200 stars; if you refer another two persons then you shall get 300 stars. You can go for a total of five referral. You will get the stars only if the friend you referred the app to has actually downloaded the app and placed any order (dine in or delivery)
- Once you reach any of our branches, turn on your phone’s Bluetooth and check-in using the app. You’ll get to play our wheel of fortune for the chance to unlock some vouchers or stars (only applicable for Dine-in and not

delivery). In order to validate the check-in, you have to scan the bill within 30 mins of issuance and within 2 hours of checking in. You can check-in once per shift. The shifts are from 10:00 to 17:00 and from 17:01 to Closing. Once the bill is settled on the system, the scanning process cannot be used for Stars collection.

- By connecting to Facebook using our App (whether you are a Champion, Challenger or Hero) you will get 100 stars

5 LOYALTY CORNER

- By joining and participating in the Loyalty corner, you shall be able to collect and earn stars which will benefit you from freebies and rewards
- You can send vouchers/redeemable amounts to a friend (from your phone's contact list) in case you have them in your account
- You can edit and customize your personal details in the loyalty corner section, as well as checking your total stars, loyalty level & redeemable amount
- When you register on our App, you will get a free item from a predefined list of food items
- Vouchers can be redeemed within their mentioned expiry date

6 LOYALTY PROGRAM TERMS

6.1 PROGRAM MECHANICS

Loyalty cardholders are able to collect STARS that can be redeemed for program benefits, also known as Redeemable Amount* at any Roadster Diner restaurant.

6.2 LOYALTY PROGRAM TIERS AND BENEFITS

6.2.1 The Roadster Diner Loyalty Program is based on a cash-back system, and consists of three Tiers: Challenger, Champion, & Hero; which are determined by the number of STARS* that you collect in your Loyalty account per 1 membership year*, which convert to food rewards, plus a status which determines your reward value. All redeemable amounts collected through the app are valid for 1 year from date of collection

6.2.2 The three Tiers are the following:

- The "Challenger" is the first level;
 1. Customer is automatically enrolled in the program as Challenger level, once he downloads and registers on the RD Mobile app. The color of the app will be in burgundy
 2. 1 to 1999 stars
 3. No cash-back (No earning of points which convert to rewards)
 4. Accumulates status STARS based on spend (1,000LL = 1 Star)
 5. Upgrades to Champion upon reaching 2000 Status STARS at any time

- The “Champion” is the second level,
 1. 2000 to 5999 stars
 2. Directly upgraded on the app to champion once a customer gets to 2000 stars
 3. Earns points which convert to 5% cashback, placed in the virtual wallet
 4. Redemption starts after 1st transaction is completed
 5. Accumulates status STARS based on spend (1,000LL = 1 Star)
 6. Maintains Champion position by accumulating a minimum of 2000 Status STARS in the last 12 months. Otherwise, downgraded to Challenger position
 7. Every transaction’s cashback expires within 1 year
 8. The color of the app will be in blue
 9. Upgrades to Hero upon reaching 6000 status STARS at any time

- The “Hero” is the third level
 1. 6,000 stars and above
 2. Directly upgraded on the app to hero once a customer gets to 6001 stars
 3. Earns points which convert to 10% cashback, placed in the virtual wallet
 4. Redemption starts after 1st transaction is completed
 5. Accumulates status STARS based on spend (1,000LL = 1 Star)
 6. Maintains hero position by accumulating a minimum of 6001 status STARS in the last 12 months. Otherwise, downgraded to Champion position
 7. Every transaction’s cashback expires within 1 year
 8. The color of the app will be in green

6.3 STARS REQUIRED TO MAINTAIN A CERTAIN LEVEL

- The Loyalty Program Tier (Challenger, Champion, or Hero) is valid for 1 year from the month it is earned. This means that if within 1 year the accumulated status stars of a champion are less than 2,000, you will be downgraded to Challenger. And if the accumulated status stars of a hero are less than 6,000 but greater than 2,000, you will be downgraded to Champion;
- In the event of a downgrade (from Hero to Champion, or from Champion to Challenger), the total status STARS will not be zeroed. Going forward, the program counts the status STARS of the last ongoing 12 months (moving 12 months, not static). Whenever you re-accumulate the required status STARS for each Tier, you will automatically be upgraded to that Tier.

6.4 CONDITIONS/TERMS OF USE

- 6.4.1 By registering your loyalty card, you are entitled to join the Loyalty Level in the program where you can start collecting STARS.
- 6.4.2 Once you register to the App and enter your Loyalty number, the physical card will be deactivated because your loyalty status will be automatically accessible on the App.
- 6.4.3 The physical cards for our loyalty program will all be transitioned to the App within a period of 6 to 12 months from the Effective Date We have the right to cancel the physical loyalty cards after 6 to 12 months from the launch of the App.
- 6.4.4 RD works hard to effectively and efficiently serve our customers. There may be times when we need to change, update, or add to an existing policy therefore we reserve the right to change the rules, terms, and conditions of our Loyalty Program without notice; this can include limiting, refusing, and/or revoking card holder privileges without notice.
- 6.4.5 STARS credited to your Loyalty Program account will be decreased or reversed, as applicable, if part or all of the purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these Loyalty Program terms. The assignment of any rewards, benefits or STARS offered through the Loyalty Program, other than by us, is expressly prohibited.
- 6.4.6 Neither accounts nor Loyalty Program rewards and/or STARS may be shared or combined. Only the user paying for the products may accumulate rewards, and STARS. We reserve the right to monitor the number of accounts and refuse, merge or close additional or duplicate accounts at any time. Your account information (including security details) are confidential and should not be shared with any other person.
- 6.4.7 Only one Loyalty Program account may be associated with a single member and a single email address. In the event of a dispute over ownership of the Program membership account, the member will be deemed to be the authorized account holder of the email address submitted at the time of enrollment. For purposes of these Program Terms, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6.5 DEFINITIONS

- *Tier STARS: The STARS accumulated from every purchase (1,000 LBP = 1 Tier STAR).

- Redeemable Amount: The cash-back amount (in LBP) in your Loyalty account that is available to be spent at RD.
- Membership year: The anniversary of the date you joined RD Loyalty Program or the date when you reached a new Loyalty level.

7 INTELLECTUAL PROPERTY PROTECTION

The content on our application is strictly for your personal, non-commercial home use only. The logo and all other visual media created is our property and is protected by copyright laws. Modification of any copyright, trademark, or other proprietary notices for any other purpose, violates RD's intellectual property rights. You fully agree not to modify, reproduce, sell, use, distribute or create any of the available content

8 DATA COLLECTION

We gather personal information such as first and last name, address, mobile phone & email address provided by You in order to process any order and to collect feedback presented. You agree that we may use the information you have entered or saved, to process your order and for marketing and credit control purposes; however, all Credit Card information are not stored within our servers, whereas such type of payments is strictly processed through the Bank. Purposes which also may be included, for example, are: To provide your information to third parties where we think is necessary to provide our Products. More information can be found in our Privacy Policy

9 RESTRICTION OF LIABILITY

You agree that the RD shall not be responsible or liable for any (A) urgent maintenance; and/or (B) computer viruses, system failure or malfunctions and/or, (C) network problems; and/or (D) access delays or access interruptions to the mobile application which may occur in connection with your use of the mobile application; and/or (E) any inaccuracies or omission in mobile application content; or (F) events beyond our reasonable control. We make no representations or warranties that defects or errors will be corrected

10 Termination of Account

RD has the right to terminate any account in case of inappropriate behavior, actions and conduct, abuse, generating obscene content, and other activities that tend to violate our terms and conditions

Changes to our Terms and Conditions will be updated periodically; therefore, we advise you to check it continuously to stay updated with the latest version

This Terms and Conditions will be governed by and shall be construed in accordance with the Lebanese Laws.
You submit all the disputes arising out of or in connection with this Terms and Conditions, to the exclusive jurisdiction of the Lebanese Courts.

This Terms and Conditions form is effective as of June 1st, 2018.

Privacy Policy

Protecting your private information is our priority. This Statement of Privacy (hereinafter referred to as “Statement”) applies to the Roadster Diner Mobile Ordering Application (hereinafter referred to as “RDMO App”) which governs data collection and usage. By using the RDMO App, you consent to the data practices described in this Statement.

Collection of your Personal Information

RDMO App may collect (i) personally identifiable information, such as your name, postal address, email address, phone number, date of birth and other contact information when you provide that information to us, such as if you register with our App; and (ii) Transaction information, such as product purchased from Roadster Diner SAL (Roadster Diner to be hereinafter referred to as “RD”), price, method of payment and payment details; and (iii) account information, such as username, password, and other identifiers or credentials used to access RDMO App. However, RD may gather additional personal or non-personal information in the future.

We may collect information from your mobile device through automated technologies when you use RDMO App. Automated technologies may include cookies, local shared objects, and web beacons. The information we collect may include your Internet Protocol (IP) address; location; access times; mobile device operating system; type of mobile device; mobile device settings; mobile equipment identifier (MEID) for your mobile device; device and component serial numbers; applications or social media where you share Online Services content.

This information is used for the operation of the RDMO App service, to maintain quality of the RDMO App service, and to provide general statistics regarding its use.

Use of your Personal Information

RD collects and uses your personal information to operate its application and deliver the services you have requested.

RD may also use your personally identifiable information to inform you of other products or services available from RD and/or its affiliates and/or subsidiaries. RD may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

RD does not sell, rent or lease its customer lists to third parties.

RD may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to RD, and they are required to maintain the confidentiality of your information.

RD will disclose your personal information, without notice, only if required to do so by law or in good faith given that such action is necessary to (i) conform with the edicts of law or comply with legal process served on RDMO App; (b) protect and defend the rights or property of RD; and (c) act under exigent circumstances to protect the personal safety of users of RDMO App, or the public.

Security of your Personal Information

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption.

Children under Thirteen

RD does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use RDMO App.

Opt-Out & Unsubscribe

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from RD by contacting us here: contact@roadsterdiner.com or +9614720005 ext. 1

Changes to this Statement

RD will occasionally update this Statement to reflect the company's and customer(s) feedback. RD encourages you to periodically review this Statement to be informed of how RD is protecting your information.

Contact Information

RD welcomes your questions or comments regarding this Statement of Privacy. If you believe that RD has not adhered to this Statement, please contact RD at:

Headquarter Address: La Plaza Center, Block E, 1st Floor, Bsalim

Email Address: contact@roadsterdiner.com

Telephone number: 04-720005

Effective as of June 1, 2018