Partner Terms and Conditions v5

SPLIDU PARTNER TERMS & CONDITIONS

August 2026 · v5 — the single signed instrument (Data Processing = Schedule 1)

The contents of this document are private and confidential and protected by legal privilege.

These splidu Partner Terms & Conditions ("**T&Cs**") are entered into between **Fused Portal Services**, a UAE Civil Company registered with the Government of Dubai Department of Economy and Tourism under trade licence **1027773** (Mainland), holding UAE VAT registration **TRN 104587673500003** ("**splidu**", "**we**", "**us**"), and **the Partner** whose details appear in the executed Annex I or accepted Rate Card.

These T&Cs apply to every Partner on the splidu platform. A **Partner** is either a **Chef** — a person or entity offering Chef Services (Private Chef, Underground Dining) — or a **Restaurant Partner** — a licensed food and beverage business at which splidu Memberships are honoured. A Partner may be both. Commercial terms are never in these T&Cs: for a Chef they are in the signed **Annex I**; for a Restaurant Partner they are in the accepted **Rate Card**.

Relationship to earlier terms. These T&Cs replace the splidu Chef Terms & Conditions (April 2026) for any Partner who accepts them; §§1–12 keep that document's numbering, so references in a signed Annex I still resolve, and §13 is new (Restaurant Partners only). A Chef who has not accepted these T&Cs remains on the April 2026 terms until they do; acceptance runs from the date in the §12.5 certificate and is not retrospective.

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1. What splidu is, and is not

1.1 splidu operates an online marketplace ("**Platform**") enabling Customers to discover and book Chef Services (Private Chef, Underground Dining, and any future formats splidu adds), and to purchase splidu Memberships (§13).

1.2 Disclosed agent. splidu acts as the Partner's disclosed agent (IFRS 15 B34–B38) for discovery, booking, sale, payment collection, tax invoicing on behalf of the Partner where authorised under Annex I, and Customer support. splidu does not prepare, control, or take inventory risk on the food or service.

1.3 Not a marketing agency. The Service Fee in Annex I, and the Subscription and Commission in a Rate Card, are consideration for use of the Platform — not for any marketing output, guaranteed booking volume, guaranteed Membership sales, lead flow, advertising spend, SEO position, or performance outcome. splidu does not promise any booking volume, Membership volume or revenue level. Promotional activity is at splidu's discretion.

1.4 Partner is principal. The Partner supplies its services as principal to the Customer and is solely responsible for the food, preparation, service, quality, safety, and compliance with applicable laws. The Customer's contract for the meals is with the Partner.

1.5 Not employment. Nothing creates an employment, agency (beyond §1.2), partnership, or joint venture. WPS, gratuity, leave and employer-liability regimes do not apply.

2. Partner's commercial responsibility

2.1 The Partner is solely responsible for: its listing (menus, photography, pricing); its own brand and external marketing; all UAE licences, permits, registrations and certifications (including trade licence, food licence and food-handler certification where applicable); and its own tax and VAT compliance. The Partner keeps these valid throughout the engagement and notifies splidu in writing within five business days of any lapse, suspension, non-renewal or revocation.

2.2 The Partner warrants that it is a separate taxable person under UAE Federal Decree-Law 8/2017 (VAT) and Federal Decree-Law 47/2022 (Corporate Tax).

2.3 Identity of the contracting entity. Confirmed on the face of the Rate Card, which identifies the licensed entity splidu pays and invoices.

3. VAT and tax — allocation of responsibility

3.1 Declaration. The Partner must declare its UAE VAT status — a Chef at the time of signing Annex I §6, and a Restaurant Partner at the time of registration on the Platform, together with its trade licence — and update splidu in writing within 14 calendar days of any change in status, attaching the FTA VAT certificate where the Partner becomes VAT-registered. splidu relies on the status held at registration to invoice correctly; a Rate Card does not re-collect it.

3.2 VAT-registered Partner. splidu, as disclosed agent, collects UAE VAT at the prevailing rate on the Partner's services and transmits the VAT-inclusive amount to the Partner, who accounts for it on its own return. splidu files, withholds and remits nothing for the Partner.

3.3 Non-VAT-registered Partner. splidu collects no UAE VAT on the Partner's services.

3.4 Partner VAT indemnity. The Partner indemnifies splidu against any FTA claim, penalty, or back-assessment arising from (a) incorrect or outdated VAT-status disclosure; (b) failure to notify splidu within 14 days of a status change; or (c) the Partner's own VAT return errors.

3.5 No tax advice. splidu does not advise the Partner on tax.

3.6 splidu's own supply. splidu's Service Fee, Subscription and Commission are exclusive of VAT; 5% UAE VAT is added to each. splidu issues the Partner a tax invoice complying with Article 59 of Cabinet Decision 52/2017 within 14 days. Where splidu nets an amount off a payout, netting is a settlement mechanic and does not reduce the value of splidu's supply.

4. Cancellations and refunds

4.1 Wallet refund — default. Where a Confirmed Booking is cancelled (for any reason), the affected Customer is refunded 100% of the amount paid to the Customer's splidu wallet by default. No refund cost is charged to anyone under this option.

4.2 Credit-card refund cost — 12%. Where a Customer requests that the refund be returned to the original credit card rather than held in the splidu wallet, a 12% credit-card refund cost applies — splidu's own card-refund handling charge (payment-gateway cost both ways plus administration), **VAT-inclusive**, invoiced by splidu with VAT accounted for on it. splidu does not bear this cost under any circumstance. It is allocated as follows:

- **(a) Partner-caused cancellation.** Recharged to the Partner and recovered from the next payout (or by direct invoice where no payout is scheduled).
- **(b) Customer-caused cancellation.** Deducted from the Customer's refund (Customer receives 88% on CC).
- **(c) Force Majeure Event under §4.3.** Deducted from the Customer's refund (wallet refund remains the free default; electing CC is a Customer preference).

4.3 Force Majeure. A Force Majeure Event is an event (i) outside the Partner's reasonable control, (ii) not caused or contributed to by the Partner's action or inaction, (iii) that makes performance physically or legally impossible, AND (iv) notified by the Partner to splidu in writing within 24 hours with documentary evidence. Examples: UAE government-ordered closure; declared natural disaster in Dubai; hospitalisation of the Chef personally (with medical evidence). A third party the Partner engaged withdrawing, low customer turnout, or the Partner's competing commitment do not qualify.

4.4 No over-ride. The Partner may not require splidu to refund Customers outside this mechanism, or absorb the 12% cost as a favour or "exceptional case".

4.5 Payment holds. Where a booking is in dispute or pending determination, splidu may hold Customer payment or Partner payout until determination is complete. The Partner may not require splidu to release payment on commercial preference.

4.6 Membership refunds and chargebacks. §§4.1–4.5 apply to Confirmed Bookings. Where a Member is refunded — including under §8.6 — refunds arise only from the Partner's act, omission, non-delivery or termination for cause (a Member is never refunded at its own election): wallet is the free default, a card refund is free to the Member, and the 12% credit-card refund cost is always allocated under §4.2(a) to the Partner. §4.2(b) and §4.2(c) do not apply to Memberships. Where a Member Payment is refunded, reversed or charged back, the Commission on it falls away: splidu issues the Partner a tax credit note for that Commission and the VAT on it within 14 days under Article 62 of Federal Decree-Law 8/2017 and Article 60 of Cabinet Decision 52/2017, and the Partner credits the Member where a tax invoice was issued. The gross Member Payment is repaid by the Partner and deducted from the next payout; any shortfall carries forward and remains due after the final payout.

Payment-gateway and processing fees on Membership sales are borne by splidu out of Commission and are not deducted from the payout; only a bank-imposed chargeback fee on a specific reversed Member Payment is recoverable from the Partner. This §4.6 survives termination.

5. Intellectual property, confidentiality, non-solicit, non-disparagement

5.1 splidu IP. splidu retains all rights in the Platform, trademarks (including the splidu wordmark and device marks), logos, photography, copy, algorithms and databases. The Partner receives a revocable, non-transferable, non-exclusive licence to use the Platform solely to deliver its services.

5.2 Partner Content. The Partner retains ownership of menus, photographs and descriptive content uploaded ("Partner Content"). The Partner grants splidu a worldwide, royalty-free licence to host, display, translate, resize, edit for format, and promote the Partner Content on the Platform and in splidu marketing for the term of these T&Cs and for twelve (12) months thereafter for archival promotion.

5.3 Partner likeness and marks. The Partner authorises splidu to use its name, trading name, restaurant images and professional photographs for marketing; PDPL rights are preserved and consent for new marketing uses may be withdrawn at any time (splidu ceases new publication within 14 days; existing printed material excepted). Separately, for the term and 12 months after, the Partner licenses splidu (non-exclusive, royalty-free) to use its trading name and logo solely to identify the Partner on the Platform and in splidu marketing, per any brand guidelines supplied, ceasing within 30 days of a written request after termination (Federal Decree-Law 36/2021; the parties will record a separate licence if Ministry of Economy recordal is required). Withdrawal under the first sentence does not of itself end the licence in the second.

5.4 Anti-circumvention and non-solicit. For the duration of the engagement and six (6) months afterwards, the Partner will not solicit any Member or Customer whom it first came to know through the Platform, for the purpose of supplying that person with the same or a substantially similar service outside the Platform, or of inducing that person to cancel or not renew a Membership or Confirmed Booking. Limited to the Emirate of Dubai. This does not prevent the Partner from: (a) serving or continuing to serve any member of the public who attends the restaurant independently of the Platform; (b) dealing with any person already on the Partner's own customer database before it accepted the applicable Rate Card or Annex I; (c) general advertising not targeted at Members or Customers of the Platform; or (d) responding to an unsolicited approach.

5.5 Confidentiality. Each party treats non-public information received from the other as confidential, uses it only to perform these T&Cs, and returns or destroys it on termination.

5.6 Mutual non-disparagement. Neither party makes materially false or disparaging public statements about the other. Honest reviews, truthful regulatory reports and good-faith complaints are not disparagement.

6. Compliance with law

The Partner complies with all law applicable to its business and its supplies under these T&Cs — including food safety (Federal Law 10/2015 and the Dubai Food Code), tax, data protection (PDPL, Federal Decree-Law 45/2021) and consumer protection.

7. Liability, cover and insurance

7.1 Financial cap. Each party's total exposure to the other in any rolling 12-month period is capped at the greater of three months of Service Fees, Subscription and Commission or AED 10,000. This is a mutual, bargained allocation of risk under UAE Civil Code Arts. 246 and 390, applying to both parties equally. The cap does not apply to FTA/VAT indemnity under §3, food-safety and product-liability claims, fraud or wilful wrongdoing, accrued payments, or breach of §5 (IP, confidentiality, non-solicit) or §11 (data protection).

7.2 splidu insurance cover. splidu maintains public liability takaful cover with a UAE-licensed insurer, renewed annually; the certificate and current limits are available to the Partner on request.

7.3 Partner's own cover. Anything the Partner needs beyond §7.2 — including its own public liability, product liability, and any cover specific to its kitchen, premises, staff or service model — is the Partner's responsibility, in line with the Partner operating as principal (§1.4). splidu will accept a one-page summary of the Partner's cover on request.

7.4 Restaurant Partner insurance. A Restaurant Partner shall, throughout the term and for twelve (12) months after it ends, maintain at its own cost with a UAE-licensed insurer: (a) public liability cover of not less than AED 1,000,000 per occurrence; (b) product liability cover for food and beverage supplied of not less than AED 1,000,000 in the aggregate; and (c) any cover required by its trade licence, its food licence, Dubai Municipality or any other competent authority. The Partner provides a certificate on acceptance of a Rate Card, on each renewal, and within five business days of a written request, and notifies splidu within five business days of any cancellation, lapse or material reduction. Failure to maintain this cover is a ground for termination under §8.5. Nothing in this §7.4 limits the Partner's liability to the amount of any insurance, whether or not the insurance responds.

7.5 Effect of the cap. The parties acknowledge that §7.1 fixes compensation in advance within the meaning of Article 390(1) of the Civil Code, that under Article 390(2) either party may apply to the court to vary it so that compensation equals the loss actually suffered, and that no provision of these T&Cs excludes that right. Nothing in these T&Cs exempts either party from liability for a harmful act within the meaning of Article 296 of the Civil Code. The cap in §7.1 does not apply to splidu's obligation to pay a payout in respect of amounts actually collected from Customers or Members, which is excluded from the cap in addition to the exclusions already listed in §7.1.

8. Term and termination

8.1 Twelve (12) months from the Effective Date of the Partner's signed Annex I, or from the Start Date of the Partner's accepted Rate Card, automatically renewing for successive 12-month terms unless either party gives written notice of non-renewal at least 30 days before the anniversary.

8.2 Either party may terminate on 30 days' written notice. Where a Rate Card is in force, the Rate Card's own notice mechanic in §13.8 applies to that Rate Card instead.

8.3 Either party may terminate immediately for uncured material breach (15-day cure window) or insolvency. On expiry of that fifteen (15) day period without rectification, these T&Cs shall be regarded as dissolved automatically, without the need for a judicial order, in accordance with Article 271 of Federal Law 5/1985 (the Civil Code).

8.4 Immediate suspension. splidu may immediately suspend the Partner's Account — without prior notice — where continued access creates a safety, reputational, regulatory or Platform-integrity risk (food-safety incident; failed licence or Emirates ID check; three or more substantiated complaints in a rolling 90-day window; material misrepresentation in verification; false VAT-status declaration under §3.1; a Visit Record created for a visit that did not take place).

8.5 Termination for cause. Notwithstanding §8.3 and §13.8, and notwithstanding any provision of a Rate Card that the current month is already sold and cannot be withdrawn, splidu may terminate these T&Cs and any Rate Card under them with immediate effect by written notice on the occurrence of any of the events in (a) to (g). The parties expressly agree that on the giving of that notice these T&Cs and any such Rate Card or Annex I shall be regarded as dissolved automatically, without the need for a judicial order and without the need for any further notice, warning, cure period or grace period, in accordance with Article 271 of Federal Law 5/1985 (the Civil Code); the written notice is a formality of record and is not a notice to cure. The grounds are: (a) the restaurant permanently closes or ceases to operate the food and beverage offer on which Memberships were sold; (b) the Partner's trade licence or food licence lapses, is suspended, is not renewed or is revoked; (c) the Partner becomes insolvent, enters liquidation, has a receiver or administrator appointed, or ceases or threatens to cease to carry on business; (d) the Partner refuses or repeatedly fails to honour Confirmed Bookings or Memberships; (e) the Partner or its personnel commits fraud, including creating a Visit Record for a visit that did not take place; (f) an authority orders closure of the premises on food-safety or licensing grounds; or (g) the Partner fails to maintain the insurance required by §7.4.

8.6 Effect of termination for cause. Where §8.5 applies, splidu may with immediate effect stop selling Memberships, cease the Partner's listings, cancel Members' recurring authorisations, and refund Members for the unexpired part of the current month and for any period paid for but not capable of being delivered. No Commission or Subscription accrues on refunded amounts. splidu recovers those refunds from the Partner by set-off against any payout, or as a debt where no payout is held, and notifies the Partner of the amounts refunded within 15 days. This §8.6 prevails over any inconsistent provision of a Rate Card or Annex I and survives termination.

8.7 Withholding, set-off and recovery. As an agreed set-off under Article 370 of the Civil Code, splidu may set off against any payout any amount owed by the Partner that is **due and liquidated** — admitted, on an undisputed statement (§12.7), actually debited to splidu by a processor or bank, or determined by a court — identifying it on the accompanying statement. A merely claimed or disputed amount may be **withheld** (not set off) up to the sum claimed for at most 60 days, then released if unresolved in splidu's favour. Any shortfall survives the final payout as a debt. splidu holds Member Payments as a **debtor, not trustee or amin**; the Partner's entitlement is the contractual right to the payout (§13.6). This §8.7 survives termination.

9. Amendment regime

9.1 Commercial terms: a Chef's commercial terms require a new signed Annex I; a Restaurant Partner's commercial terms require a new accepted version of the Rate Card under §13.7B. No amendment of these T&Cs changes an executed Annex I or an accepted Rate Card.

9.2 Non-commercial terms (these T&Cs and the published Schedules) may be amended by splidu on 30 days' written notice (Platform message + email). An amendment a reasonable Partner would see as materially reducing its rights or adding obligations (an "**Adverse Change**") must be named as such in the notice and takes effect no earlier than 30 days after it.

9.3 Objection. Within those 30 days the Partner may object in writing and terminate without penalty from the effective date; where it objects without terminating, the Adverse Change does not bind it until acceptance or expiry of the then-current term of every Rate Card and Annex I (renewals under §8.1 disregarded). A non-adverse amendment binds through continued use.

9.4 Never unilaterally amendable: commercial terms in an executed Annex I or accepted Rate Card; §7, §5.4, §10 and this §9 (acceptance in the same way as these T&Cs only); nothing retrospective to a Confirmed Booking or collected Member Payment; no reduction of a Member's existing entitlement.

10. Governing law, dispute, jurisdiction

10.1 Governing law. Federal laws of the United Arab Emirates as applied in the Emirate of Dubai.

10.2 Amicable resolution. The parties will use reasonable endeavours to resolve any dispute amicably within 30 days of one party notifying the other in writing that a dispute has arisen. This §10.2 is **not** a condition precedent to commencing proceedings, and neither party may rely on it to challenge the admissibility of a claim.

10.3 Forum. The courts of Dubai (onshore) have exclusive jurisdiction under Federal Decree-Law 42/2022 (Civil Procedure Law) Art. 20, save that splidu may bring proceedings to recover any sum due, or to enforce any judgment, in any other court of competent jurisdiction, including the courts of the place where the Partner is licensed, established or holds assets.

10.4 Interim relief. Either party may seek urgent injunctive, interim or protective relief, or an attachment, from any competent court to protect Confidential Information or prevent irreparable harm.

10.5 Evidence and language. The parties agree that the records described in §12.7 and the acceptance certificate described in §12.5 are admissible in any proceedings, and neither party will object to their admissibility on the ground that they are in electronic form, under Federal Decree-Law 46/2021 on Electronic Transactions and Trust Services. Where a document must be produced to a court in Arabic, the party producing it provides a legal translation. These T&Cs are issued in English with an Arabic translation. The English text is the master text and governs interpretation as between the parties; the Arabic translation is provided for convenience and for production to the courts of Dubai. Where the two differ, the English text prevails as between the parties.

11. Platform Schedules (incorporated by reference)

- **Schedule 1 — Data Processing** (attached to, and forming part of, these T&Cs)
- **Model Code of Conduct** (published on splidu.com, dated)
- **Privacy Notice** (published on splidu.com — a notice under PDPL Art. 13, read and acknowledged at registration, never signed)

Order of precedence on conflict: (1) Annex I or Rate Card (commercial terms only), (2) these T&Cs, (3) the Schedules — except that §8.5 and §8.6 prevail over (1), and §11.1 prevails over Schedule 1.

11.1 Data protection roles.

(a) splidu is the controller, within the meaning of Federal Decree-Law 45/2021 (PDPL), of personal data of Customers and Members that it collects through the Platform for the purposes of operating the Platform, selling Memberships and Confirmed Bookings, collecting payment, providing support and marketing its own services.

(b) In respect of personal data splidu makes available to the Partner so that the Partner can deliver a Confirmed Booking or honour a Membership — name, contact details, booking reference, dietary and allergen information, Membership entitlement — the Partner is a **controller in its own right**, because the Partner supplies the meals under its own contract with the Customer or Member (§1.4, §13.3) and determines the means by which it does so. Each party is separately responsible for its own compliance with the PDPL in respect of that data. Neither party is the other's processor in respect of it and neither is jointly liable for the other's processing.

(c) The Partner acts as splidu's **processor**, on splidu's documented instructions only, solely in respect of (i) creating and maintaining Visit Records and other records on the Platform under §12.7, and (ii) any personal data the Partner accesses through the Platform administration panel that it does not need in order to deliver the service.

(d) Allergen and dietary information is **Sensitive Personal Data**. splidu collects it from the Customer or Member with that individual's explicit consent, given for the express purpose of transmission to the Partner so the meal can be prepared safely. The Partner uses it for that purpose only, does not retain it beyond the period needed to deliver the service and meet its food-safety record-keeping obligations, and does not use it to profile, market to or categorise the individual.

(e) Personal data the Partner collects independently in its own operations is the Partner's alone, as sole controller.

(f) In every capacity the Partner applies appropriate security measures, imposes equivalent obligations on any sub-processor, does not transfer data outside the UAE except as the PDPL and Schedule 1 permit, assists splidu with data-subject requests and regulatory enquiries, notifies splidu of any personal data breach immediately and in any event within 24 hours, and on termination deletes or returns splidu's data except where retention is required by law. The Partner does not use personal data obtained through the Platform for its own marketing or loyalty programme unless the individual has given the Partner separate consent that is not a condition of receiving the service.

11.2 Schedule 1. The processing described in §11.1(c) is governed by **Schedule 1 — Data Processing** below, which contains the matters required by Article 8 of the PDPL. The version accepted is the one attached to these T&Cs as recorded in the acceptance certificate (§12.5); no later version applies retrospectively. Where Schedule 1 conflicts with §11.1, §11.1 prevails.

11.3 Implementing regulations. The PDPL's Executive Regulations are not yet issued; each party complies with the Decree-Law as it stands, and this §11 and Schedule 1 are read as amended to conform with the Regulations once issued, within the period they allow.

12. General

12.1 Notices. Written notices to splidu go to accounts@splidu.com. Notices to the Partner go to the email address in the Partner's Annex I or Account. splidu may also give notice through the Platform or the Partner's Account, and such notice is given when made available there. This §12.1 applies to every

Annex I, Rate Card, Platform Schedule, payout statement and suspension or termination notice issued under these T&Cs, and a notice validly given under it in relation to any of them is validly given for that document. A notice by the Partner terminating a Rate Card must come by email from the Partner's registered authorised signatory to accounts@splidu.com.

12.2 Assignment. Neither party may assign without the other's written consent, save that splidu may assign to an affiliate or in connection with a corporate restructuring on written notice.

12.3 Severability. If any provision is held invalid, the remainder continues in force.

12.4 Waiver. A waiver in one instance is not a waiver in any other.

12.5 Electronic signature. Signatures applied via DocuSign, Adobe Sign, a scanned PDF, or an "I Agree" acceptance in the admin portal are binding under UAE Federal Decree-Law 46/2021 on Electronic Transactions. An acceptance recorded by the Platform — capturing the name of the person accepting, their email address, IP address, date and time, each confirmation given, and a certificate reference — has the same effect between the parties as a signed original, and neither party will dispute its validity or admissibility on the ground that it is electronic. The person accepting warrants they are authorised to bind the Partner, and splidu may rely on that warranty without further enquiry.

12.6 Entire agreement. These T&Cs, the signed Annex I or accepted Rate Card, and the referenced Platform Schedules constitute the entire agreement between the parties.

12.7 Records and evidence. The Partner records every service it delivers through the Platform on the Platform, accurately and at the time of delivery. The records held on the Platform — Confirmed Bookings, Visit Records, payout statements, acceptance certificates and audit logs — are the agreed evidence between the parties of what was delivered, what was collected and what is owed. A payout statement is treated as accepted 15 days after issue unless disputed in writing; agreed adjustments settle in the next payout. Where a period is not disputed within that window, the Platform records are **prima facie** evidence of what was delivered and owed for that period, and the burden of displacing them rests on the party asserting otherwise. Nothing in this §12.7 limits the court's power to evaluate evidence.

12.8 Retention and access. Each party retains all books, records and documents relating to these T&Cs — tax invoices, credit notes, statements and Visit Records — for at least seven (7) years from the end of the tax period to which they relate, under Article 56 of Federal Decree-Law 47/2022 (which absorbs every shorter statutory period), covering the records required by Article 78 of Federal Decree-Law 8/2017. On five business days' written notice, and no more than twice in any 12-month period unless fraud or a regulatory request is reasonably suspected, each party gives the other access to those records to the extent needed to verify amounts payable or to respond to a competent authority. Each party bears its own costs unless the review discloses a discrepancy exceeding 5% of the amounts under review, in which case the other party bears them. This §12.8 survives termination.

12.9 Bank details. The Partner maintains accurate bank details in its Account. splidu pays every payout to the bank account last verified by splidu. A change of bank details takes effect only once splidu has verified it out of band — by contacting the Partner's registered authorised signatory on the contact details already held by splidu, on a channel different from the one on which the change was requested — and has confirmed the change in writing. Until then splidu continues to pay the last verified account, and payment to that account discharges splidu in full. splidu is not liable for loss arising from an unverified change request, including one originating from a compromised Partner email account. This §12.9 survives termination.

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13. Memberships — Restaurant Partners only

§13 applies only to a Restaurant Partner. Where §13 conflicts with §§1–12, §13 prevails for Memberships. Where the accepted Rate Card states a different commercial term, the Rate Card prevails on that point only — except that §8.5 and §8.6 prevail over the Rate Card.

13.1 What a Membership is. A **Membership** is a recurring monthly entitlement, sold by splidu on the Partner's behalf, to a stated number of dining visits per calendar month at the Partner's restaurant. A **Member** is a Customer holding a Membership. A **Member Payment** is the gross amount charged to a Member for the Membership itself — including any VAT it contains, before any payment-gateway fee, and **excluding the splidu Member Service Fee and its VAT** — and belongs to the calendar month it is charged for. Members are charged on the first day of each calendar month, in advance, for that month — a Member joining part-way through a month is charged, and receives entitlement, prorated for that first month only; entitlement runs to the last day of each month and does not carry forward. A Membership is a supply of a right to receive dining at the restaurant; it is not a Voucher within Article 1 of Federal Decree-Law 8/2017.

13.2 Web only. Memberships are sold and administered through splidu.com only. No Membership functionality is provided through splidu's mobile applications.

13.3 Agency and risk.

(a) The Partner appoints splidu as its disclosed agent (§1.2) to market and sell Memberships and to collect Member Payments in the Partner's name and for the Partner's account. The Member's contract for the meals is with the Partner. The Partner sets the price and the visit entitlement; splidu cannot vary them except as §4.2 and §8.6 expressly provide, takes no inventory or credit risk, and earns from the Partner only the Subscription and Commission stated in the Rate Card. splidu additionally charges each Member its own **Member Service Fee**, disclosed at checkout — that fee is splidu's income, is invoiced under splidu's own TRN, and forms no part of the Member Payment, the Commission base or the payout.

(b) splidu's disclosure obligations. splidu discloses the agency to every Member at the point of sale and ensures that: (i) the Membership page and the checkout identify the Restaurant Partner by legal entity name as the supplier of the meals, and splidu as agent; (ii) the confirmation and receipt sent to the Member state the same; (iii) the Member-facing terms state that the Member's contract for the meals is with the Restaurant Partner; and (iv) splidu does not hold itself out to Members as the supplier of the meals. The Partner provides the particulars needed for that disclosure and keeps them current.

(c) Irrevocability. Because this agency is granted in favour of splidu and confers rights on Members, the Partner may not revoke or restrict it without splidu's written consent while any Membership is in force, save on termination under §8 or §13.8. The Partner irrevocably authorises splidu to refund Members in the circumstances in §4.6 and §8.6 and to recover those amounts under §8.7.

(d) Not a registered commercial agency. The agency created by this §13.3 is not, and is not intended to be, a commercial agency within Federal Decree-Law 3/2022. It is non-exclusive, is not notarised, is not registered with the Ministry of Economy, and neither party will apply to register it. Neither party acquires any right, protection or entitlement to compensation under that Decree-Law by virtue of these T&Cs.

(e) Funds. splidu acts for the Partner as payee only and does not act for any Member. splidu is not required to hold Member Payments in a segregated account. splidu holds them as a debtor to the Partner and not as trustee, depositary or *amin*, and the Partner's entitlement is the contractual right to the payout under §13.6. splidu issues no payment instrument, payment account or stored-value facility to any Member in connection with Memberships; the splidu wallet referred to in §4.1 is a non-withdrawable credit applied against future purchases on the Platform. Card collection is performed by a payment service provider licensed by the Central Bank of the UAE.

13.4 Honouring Memberships. The Partner honours every Membership in force — except while the Platform shows a Membership **On hold** for non-payment — for the entitlement stated, to the last day of the term, on the same standard of food, service and hospitality it offers any other guest. The Partner does not: restrict a Member to a separate menu, area, session or seating standard not offered to other guests unless stated in the Membership at the time of sale; refuse a Member holding unused entitlement except on grounds on which it would refuse any other guest or where genuinely fully booked; charge a Member any additional fee, cover, minimum spend or service charge for entitlement already paid for; or require a Member to purchase anything additional as a condition of using the entitlement. The Partner makes reasonable capacity available, responds to a reservation request within 24 hours, and offers a reasonable alternative date where it cannot accommodate a Member. Where a Member requested visits during a month and the Partner could not seat the Member at all that month, that month is treated as not delivered: splidu refunds the Member under §4.6, recovers the amount under §8.7, and no Commission accrues on it.

13.5 Recording every visit. The Partner records every visit on the Platform at the time of the visit. A **Visit Record** identifies the Member, the date and time, and the entitlement consumed. A visit not recorded at the time may be recorded no later than the end of the following business day, with a reason. Visit Records are the agreed evidence of delivery under §12.7 and are the basis on which Member complaints, entitlement disputes and refund claims are determined. A Member who does not attend a confirmed reservation without cancelling may be recorded as a no-show against that month's entitlement, provided the Partner records it on the Platform on the day. Creating a Visit Record for a visit that did not take place is a material breach and a ground for termination for cause under §8.5(e).

13.6 Payout. splidu pays the Partner in AED on the second Friday of the calendar month following the month of collection, or the next UAE banking day where that is not one, unless the Rate Card states otherwise. The payout is the Member Payments for the month, less Commission, less VAT on the Commission, less any set-off under §8.7. **The Subscription is not deducted from the payout** — it is collected separately and directly under §13.7A. Each payout carries a statement reconciling opening to closing balance and showing, per Membership, the Member reference, amount collected, collection date, Commission, VAT, refunds and chargebacks deducted, any balance carried forward, the net paid, and the Rate Card version that priced each line. The statement is not a tax invoice and is treated as accepted under §12.7. Payment to the last verified bank account discharges splidu in full under §12.9.

13.7 Commission. Commission is calculated on the VAT-exclusive value of each individual Member Payment, rounded to two decimals on that payment and never on the monthly total; where the Partner is not VAT-registered the VAT-exclusive value is the whole Member Payment. Commission, plus VAT on it, is netted off the payout under §13.6.

13.7A Subscription — recurring card charge. The Subscription is **not** netted off the payout. It is collected directly from the Partner's nominated payment card by splidu's payment service provider under a recurring payment mandate the Partner authorises at acceptance:

a. **Mandate.** By accepting the Rate Card the Partner authorises splidu, through its payment service provider, to charge the Subscription plus 5% VAT to the nominated card — the first charge **at the moment of acceptance**, and the same amount **automatically on the first day of each subsequent calendar month** — until the Rate Card terminates or the mandate is revoked in writing. Revoking the mandate while the Rate Card is in force is a breach and a ground for suspension under §8.4.

b. **Amount and proration.** Each charge is a full calendar month, never prorated: the first charge is a full month for the month of acceptance regardless of the day of the month, and the final month is charged in full. The amount is the Subscription stated in the Rate Card plus 5% UAE VAT.

c. **Tax invoice.** splidu issues the Partner a tax invoice for each Subscription charge complying with Article 59 of Cabinet Decision 52/2017; the date of supply is the date of the charge.

d. **Failed charge.** Where a Subscription charge fails, splidu retries it and notifies the Partner, and the Partner remains liable for the amount and for any that follow. splidu does **not** suspend the Partner automatically for non-payment; Memberships already sold, and the Partner's ability to sell new Memberships, continue unaffected while splidu retries. Persistent non-payment is reviewed by splidu case by case, and splidu retains its rights under §8.4 (suspension) and §8.5 (termination for cause) but exercises them only by decision, not automatically.

13.7B Versions. No change to the commercial terms takes effect unless splidu issues a new version of the Rate Card and the Partner accepts it in the same way as the original. A new version takes effect on the first day of the calendar month after acceptance and never applies retrospectively; the superseded version is retained and continues to govern its own period.

13.8 Termination of a Rate Card. Either party may terminate a Rate Card by written notice under §12.1 — the requirement is identical for both parties — ending at the end of the calendar month following the month in which notice is given. The current month is already sold and cannot be withdrawn: the Partner honours every Membership already paid for to the last day of the term. splidu sells no new Memberships from the date of notice and cancels Members' recurring authorisations from the last day of the term. Subscription and Commission accrue to that day and no further. The final payout falls on the payout date for the last month of the term. §§8.5 and 8.6 apply in place of this §13.8 where a ground for termination for cause exists. Termination of a Rate Card ends the Memberships service line only and does not terminate these T&Cs or any other service line.

13.9 Listing and bookability. On acceptance of a Rate Card the Partner's profile becomes live and visible to Customers. Where a Subscription applies, the Partner cannot upload or publish Memberships, and the profile does not become bookable, until the **first Subscription charge under §13.7A has**

succeeded. Once it has, the profile still does not become bookable until the Partner has uploaded and published its first Membership.

13.10 Notification of change. The Partner notifies splidu within five business days of any change to its legal entity, licence, ownership, VAT registration status, TRN, registered address, authorised signatory or restaurant address, and of any event listed in §8.5.

13.11 Membership tax invoicing.

(a) The Partner's supply. The Partner supplies the meals. Its taxable supply is the whole of each Member Payment and not the balance after Commission.

(b) Invoices to Members. Where the Partner is registered for VAT, splidu issues each Member a tax invoice **in the Partner's name and under the Partner's TRN, as the Partner's agent**, complying with Article 59 of Cabinet Decision 52/2017, and the Partner authorises splidu to do so and to issue any corresponding tax credit note. The Partner does not separately invoice the Member for the same supply. splidu makes each invoice available to the Partner through its Account; the Partner remains responsible for accounting for the output tax on it. Where the Partner is not registered for VAT, splidu issues the Member a document that neither states nor charges VAT.

(c) Date of supply. The Partner acknowledges that a Member Payment received by splidu as its disclosed agent is received by the Partner on that date for the purposes of Federal Decree-Law 8/2017, that its date of supply and obligation to account for output tax therefore arise on the date of collection (Article 26, Federal Decree-Law 8/2017 — continuous supply), and that the payout under §13.6 falls due later. The Partner is responsible for managing that timing difference.

(d) Cross-indemnity. splidu indemnifies the Partner against any penalty arising solely from splidu's failure to issue an invoice under (b) in accordance with information correctly supplied by the Partner. The Partner's indemnity in §3.4 is unaffected.

SCHEDULE 1 — DATA PROCESSING

Attached to, and forming part of, the splidu Partner Terms & Conditions (August 2026). This Schedule is the written instrument required by Article 8 of Federal Decree-Law 45/2021 ("PDPL"). It governs only the processing in which the Partner acts as splidu's processor under §11.1(c) of the T&Cs; for the data the Partner needs to deliver a booking or honour a Membership it is a controller in its own right (§11.1(b)) and this Schedule does not apply.

S1. Particulars (PDPL Art. 8).

Subject matter	Creating and maintaining Visit Records and other Platform records (§12.7), and any admin-panel access to personal data not needed to deliver the service
Duration	From acceptance of the T&Cs until termination plus the §12.8 retention period

Nature & purpose	Recording, storing and consulting records within the Platform to evidence delivery, reconcile payouts and resolve Member disputes — no purpose of the Partner's own
Personal data	Name, Member/booking reference, contact details, visit date/time and entitlement, no-show and refund markers, Platform audit metadata
Data subjects	Customers, Members and their named guests
Excluded	Card data, bank details, government IDs, passwords — never provided to the Partner

S2. Instructions. The Partner processes only on splidu's documented instructions (this Schedule, the T&Cs, and instructions given via the Platform or in writing), informing splidu without undue delay if it considers an instruction to breach the PDPL.

S3. Security. Named individual logins only, revoked on role change or exit; no shared credentials; no export, screenshot or transcription of Platform personal data outside the Platform; allergen and dietary data (Sensitive Personal Data, §11.1(d)) restricted to the kitchen and service staff who need it for the specific visit, with any physical note destroyed at the end of service; written confidentiality obligations on every authorised person.

S4. Sub-processors and transfers. No sub-processor and no transfer or access outside the UAE without splidu's prior written authorisation and a lawful basis under PDPL Arts. 22–23; the Partner remains fully liable for any authorised sub-processor.

S5. Data-subject requests. Requests from Customers or Members under PDPL Arts. 13–19 are not answered directly; the Partner forwards them to accounts@splidu.com within two business days and assists splidu in responding.

S6. Breach. The Partner notifies splidu at accounts@splidu.com immediately, and in any event within 24 hours, of any personal data breach affecting Platform data or splidu credentials — including what is known of the nature, scope and mitigation — preserves all evidence, and makes no external notification without splidu's written agreement unless the law requires it.

S7. Audit. On five business days' notice, no more than once in any 12 months absent suspected fraud or a regulatory request, the Partner makes available the information needed to demonstrate compliance with this Schedule; costs lie where they fall unless a material breach is found.

S8. Return and deletion. On termination or earlier request the Partner deletes or returns all personal data covered by this Schedule (certifying deletion in writing within 30 days), except what UAE law — including §12.8 of the T&Cs and food-safety law — requires it to retain, to which this Schedule continues to apply.

S9. General. Liability under this Schedule follows §7 of the T&Cs (a breach of this Schedule is a breach of §11); amendment follows §9; governing law and forum follow §10.

Fused Portal Services, trading as splidu · Trade licence 1027773 · TRN 104587673500003 Citadel Tower, Office 2103-C-35, Business Bay, Dubai, United Arab Emirates info@splidu.com · accounts@splidu.com