

# TERMS AND CONDITIONS FOR CHEF

LAST UPDATED ON: 16 October 2024

These Terms and Conditions for Chef ("**Terms and Conditions**" or "**Agreement**") is made and entered into by and between Fused Portal Services ("**splidu**", "**we**", "**us**", or "**our**"), a corporation organised and existing under the laws of the United Arab Emirates ("**UAE**"), with its head office located at 39<sup>th</sup> Floor, Czar Business Center, The One Tower, Barsha Heights, Dubai, United Arab Emirates, and any person who offers and provides his or her Chef Services to Customers by creating a Listing on our Platform ("**Chef**" or "**you**"), who accesses and uses our Platform, and by clicking a button or checking a box marked 'I Agree' has agreed to all the Terms and Conditions.

Please read these Terms and Conditions and our Privacy Policy carefully, which may be found at <https://www.splidu.com>, and which is incorporated by reference into these Terms and Conditions. If you do not agree with these Terms and Conditions, you must stop using or accessing the Platform immediately. Failure to use our Platform in accordance with these Terms and Conditions may subject you to civil and criminal penalties. By accessing and /or using our Platform, or by clicking a button or checking a box marked 'I Agree', you agree to all the Terms and Conditions. Use of our Platform is also subject to additional terms, conditions, and policies that we separately post on our Platform or provide to you.

## 1 KEY TERMS

In this Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms have the meanings assigned to them herein below:

- 1.1 '**Account**' means the account that Users are required to create through the Platform to use the Platform Services;
- 1.2 '**Booking Confirmation**' or '**Confirmed Booking**' means any and all written or electronically transmitted booking confirmation sent by splidu to the Customers and which may include, without limitation, event date, time and location, reference number and any special conditions;
- 1.3 "**Calendar Week**" means a week that starts on Monday and ends on Sunday;
- 1.4 "**Chef**", "**you**" and "**your**" collectively means a person who has relevant culinary experience and interest and who offers and provides his or her Chef Services to Customers through the Platform;
- 1.5 "**Chef Services**" means the services provided by a Chef as listed in the Chef's profile on the

Platform;

- 1.6 **"Content"** means any and all text, graphics, images, music, software, video, audio, information, and other material, that splidu makes available on the Platform;
- 1.7 **"Customer"** means a person or a company that contracts or engages to book a service from a Chef using the Platform Services;
- 1.8 **"Listing"** means a Platform Service(s) listed by a Chef as available for hire via our Platform;
- 1.9 **"Party"** or **"Parties"** means splidu and the Chef referred to individually and collectively respectively;
- 1.10 **"Platform"** means the Website and/or splidu's application for mobile devices;
- 1.11 **"Platform Services"** means the online and/or offline services provided by splidu.
- 1.12 **"Private Chef"** means a service provided by the Platform, whereby the Chef will arrive at the residence of the Customer or at the place of choice of the Customer and provide their Chef Services;
- 1.13 **"Service Fee"** means a fee splidu charges its Vendor as defined in the Contract Annex, for using and availing the Platform Services, which may become payable as per splidu's discretion by issuing a notice on the Platform or directly to the relevant Vendor.
- 1.14 **splidu**, **"we"**, **"us"** and **"our"** collectively means Fused Portal Services
- 1.15 **"Underground Dining"** means a service provided by the Platform, whereby Chefs exclusively provide their Chef Services to the Customers who paid for Underground Dining;
- 1.16 **"User"** means the person, company or organization that has visited or is using the Platform and/or the Platform Services;
- 1.17 **"Vendors"** means Chefs, and all service providers that provide services listed on the platform; and
- 1.18 **Website"** means <https://www.splidu.com/>.

## **2 PLATFORM SERVICES**

### **2.1 PLATFORM**

splidu hereby engages Chefs to render the following Chef Services to the Users who may book such Platform Services via the Platform:

2.1.1 Private Chef

2.1.2 Underground Dining

splidu provides a multifunctional online panel which shall be accessible to the Chef via the Platform for viewing and managing Customer bookings, etc. The Chef can choose either one or both the Chef Services, now or at a later point of time, to offer via the Platform.

splidu does not provide its Platform Services or products to countries sanctioned by the Office of Foreign Assets Control (OFAC) ("**Sanctioned Country**"). If you are accessing our Platform or Platform Services or products from a Sanctioned Country, you are directed to exit the Platform immediately. Failing to do so, gives us the right to initiate legal proceedings against you or to take such other action, legal or otherwise, needed to remedy the situation and the consequences of which shall be your sole responsibility.

## **2.2 LOCATION**

Location and the possibility to choose your location may vary according to the Chef Service chosen by the Customers.

2.2.1 Private Chef: splidu provides to its Customers, the flexibility to choose a location. Customers trying to avail the services of Private Chef shall have the choice to choose a location of their choice and convenience.

2.2.2 Underground Dining: Underground Dining experience shall be hosted by the Chef at a location of the Chef's choice and convenience.

## **2.3 CHEF SERVICES**

The Chef shall be solely responsible for honouring any Confirmed Booking and making available any Chef Services reserved through the Platform. If you, as a Chef, choose to enter into a transaction with a User for the booking of a Chef Service, you acknowledge and agree that you, and not splidu, will be responsible for performing the obligations of any such agreements, that splidu is not a party to such agreements, and splidu disclaims all liability arising from or related to any such agreements.

## **2.4 EQUIPMENT AND FURNISHING**

2.4.1 Private Chef: The Chef shall be responsible for arranging all equipment and furnishings needed to perform the Chef Services at the Customer chosen location, unless otherwise agreed between the Chef and the Customer.

2.4.2 Underground Dining: The Chef shall be solely responsible for making available any and all equipment and furnishings necessary to carry out their Chef Services.

## **2.5 CUSTOMER COMPLAINTS**

splidu takes complaints of its Users and Customers seriously. Any complaint raised against the Chef via the Platform will be duly noted and measures will be taken to understand the basis of the issue. If the Chef is found to be in conflict with these Terms and Conditions

leading to the complaint, strict action will be taken against you which may result in, among other things, the suspension or termination of your Account. splidu in its own discretion may also decide to drop the Chef's rating on the Platform.

## **2.6 CUSTOMER COMPENSATION**

If any complaint is raised against the Chef, their Chef Services, or any other issue that the Customer brings to our notice, and splidu in its sole discretion finds the Chef at fault, then the Chef shall be liable to compensate the Customer by refunding the Total Fees to the Customer through splidu. In the event the Chef was already compensated for their Chef Services, splidu has the right to claim this amount from future payments owed to the Chef and/or claim from the Chef if no monies are withheld by splidu. Additionally, a valid complaint may also hold the Chef liable to pay a penalty of 10% of the Total Fees or AED 50, whichever is higher.

## **3 LICENSE GRANT**

splidu, subject to these Terms and Conditions, provides the Chef a limited, revocable, non-sublicensable, non-exclusive, and non-transferable license to the Platform (and other items displayed on the Platform for download) only for purposes of using the Platform in accordance with these Terms and Conditions. It is expressly prohibited without the prior express permission from splidu to use, reproduce, modify, distribute, or store any content available thereto for purposes other than using the Platform consistent with these Terms and Conditions.

## **4 ACCOUNT REGISTRATION**

- 4.1 Chefs are required to create a personalized Account with splidu by using their personal information as mentioned in the Admin Module, including but not limited to, name, mobile number, and email address. Alternatively, each Account should have a unique username and a password.
- 4.2 Chefs may be required to verify their mobile number and email address by a one-time password (OTP) in order to register an Account.
- 4.3 Once an Account is created, Chefs will be required to be logged into their Account and provide the necessary information before they can create their first Listing through the Platform.
- 4.4 Any information provided in relation to the Account registration process will be subject to splidu's Privacy Policy. The mobile numbers and email addresses provided will be used for the purpose of verification and may be used by splidu for marketing and communication

purposes. splidu reserves the right to request additional information from a Chef (such as a valid ID copy) in order to verify Chef's identity. The use of a VPN, proxy, VoIP number or any other means of concealing the true location of the Chef will lead to delays, like ID check and possible cancellation of the associated order(s). The mobile number that a Chef provided may be subject to geographic location checks in order to verify the authenticity of the User.

- 4.5 Each Chef is responsible for maintaining the security of their Account and for all activities that occur under the Account and any other actions taken in connection with the Account. You undertake to provide accurate and complete information and keep your Account information and your Account updated. You may not share your password with unaffiliated third parties. You agree to notify splidu immediately of any unauthorized use of Account, or any other breaches of security. You are fully responsible for all uses of your password, Account and username, or registration, whether by you or others. splidu is authorized to act on instructions received through your Account and is not liable for any loss or damage arising from your failure to comply with this Clause 4.
- 4.6 Your Account, including any information pertaining to it (e.g., contact information, Account history, etc.), is strictly personal to you. You may therefore not sell or charge others for the right to use your Account, or otherwise transfer your Account.
- 4.7 By creating an Account or using the Platform Services, you consent to us contacting you about your interest in our Platform Services by email, mobile, or through any other contact information you have chosen to provide. Chefs wishing not to receive offers from us may notify us at any time via one of the contact methods listed in the Contact Us section on the Platform.
- 4.8 We reserve the right to suspend or terminate your Account at any time, including if any Chef Content or information provided during the registration process or thereafter proves to be inaccurate, false, or misleading or to reclaim any username that you create through the Platform that violates this Agreement.
- 4.9 You can delete your Account at any time by contacting splidu or simply go to, the "My Account" section and select "Delete Account". Notwithstanding the foregoing, if you have a Confirmed Booking of one or more Customers, the Platform will not allow you to delete your Account unless the Confirmed Booking(s) is cancelled or completed, there being no Users linked to any future Confirmed Booking(s). You agree that you will remain liable for all obligations related to your Account even after your Account is closed or restricted.

## **5 MONETIZATION**

We offer to you the option of availing additional features catering to the various needs of your business via our Platform, at the cost and time of your convenience.

### **5.1 SUBSCRIPTION**

After registering your Account, you have the option of subscribing to add-on Platform features for a minimum period of one (1) month and a maximum of twenty-four (24) months, at your own discretion, by choosing from the various plans as offered in Annexure-I.

### **5.2 SETUP AND SUPPORT**

splidu for the convenience of the Chef, provides a one (1) time support system or assistance to set up your Account, including any tech support that we may consider necessary for the smooth functioning of the Services. You may request such support and assistance, by choosing from the various plans as offered in Annexure-I.

### **5.3 PRIORITIZATION**

The Chef may increase their visibility on the Platform by being prioritized in the relevant category of their offered Services, by choosing from the various plans offered in Annexure-I.

The Chef shall pay splidu fees associated with prioritizing their listing on the Mobile Application in advance of the prioritization listing going live on the Mobile Application.

### **5.4 TOP BANNER AD**

"Top Banner Ad" means advertisement plugged on the Platform home page. The Chef may increase their visibility on the Platform by placing a Top Banner Ad, by choosing from the various plans as offered in Annexure-I.

The Chef shall pay splidu the Top Banner Ad fees in advance of the Top Banner Ad going live on the Mobile Application.

### **5.5 CATEGORY BANNER AD**

"Category Banner Ad" means advertisement plugged under a specific category of Service on the Platform, not visible to the User unless they open the relevant category page on the Platform under which the Category Banner Ad is placed. The Chef may increase their visibility in a specific category on the Platform by placing a Category Banner Ad, by choosing from the various plans as offered in Annexure-I.

The Chef shall pay splidu the Category Banner Ad fees in advance of the Category Banner Ad going live on the Mobile Application.

## **5.6 ANALYTICS REPORTS**

Chef may choose to improve his insights on the Platform to have a better engagement and response from his Customers. The Chef will need relevant Customer data, collected, and curated by us, to make these improvements ("**Analytics Reports**"). The Chef can request these Analytics Reports from splidu by choosing from the various plans as offered in Annexure-I.

Any fees associated in providing insights that do not form part of the regular reporting capabilities of the solution, may be charged a fee to the Chef for the effort, paid in advance of provision of the insights.

## **5.7 PUSH NOTIFICATIONS**

"Push Notifications" means sending messages directly to the User's device after the conclusion of Chef Service. The Chef can avail the benefits of Push Notification and choose the day, time, and message of these Push Notifications, by choosing from the various plans offered in Annexure-I.

The Chef shall pay splidu the Push Notification fees in advance of the Push Notification capability going live on the Mobile Application.

## **5.8 REVENUE SHARE**

5.8.1 The Chef has the option to subscribe to one of the two types of revenue sharing models available with splidu – Regular or Exclusive. The % share is indicated in Annexure-I based on the total monthly transaction volume (excluding any current and future sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies ("Taxes") and such other extra's, fees and surcharges which are included in the offered rate at the time of Booking Confirmation.

5.8.2 If a Chef chooses to offer their professional services exclusively on splidu, the Chef shall have the benefit of paying a lower revenue share. If it comes to our knowledge that the Chef is offering his or her professional services on any platform other than splidu whilst enjoying our exclusive rates by choosing Exclusive Revenue Share, then splidu reserves the right to immediately and automatically move their subscription to Regular Revenue Share, applicable from the date of start of such subscription by the

Chef. This adjustment to the revenue share will be reflected in the next pay out to the Chef. If the Chef out of their own will, informs us of such inconsistency in their subscription, then splidu shall move their subscription to Regular Revenue Share, applicable from the 1<sup>st</sup> day of the month of the date of move to new provider.

**5.8.3** splidu shall pay the Chef the Chef Fees after splidu deducts the agreed upon revenue share. splidu shall pay the Chef on the first Friday two weeks following the successful delivery of the service, unless specified different in the most recently signed and agreed upon ANNEX.

## **5.9 INTEREST PLAN**

If splidu and the Chef agree to not transfer the Chef's Fees according to Clause 5.8.3, when the Chef provides the Chef Services for the Confirmed Booking(s), then splidu shall pay an interest to the Chef on such amount, according to the plan chosen by the Chef from Annexure-I.

## **6 RIGHTS AND DUTIES OF THE CHEF**

### **6.1 ELIGIBILITY**

The Chef hereby declares to have sufficient level of knowledge and experience for providing the Chef Services as a pre-requisite and that all information disclosed to splidu is legitimate and true. The Chef shall furnish all documents and licenses that may be required under the applicable law for the performance of Chef Services. The Chef shall maintain at all times and adhere to all applicable laws and rules in the territory from which the Chef operates during the period of this Agreement.

### **6.2 NON-CANCELLATION OF PLATFORM SERVICES**

The Chef hereby acknowledges and agrees that due to the nature of the Platform Service, the Chef shall not terminate or cancel the delivery of their Chef Services to the Customer after the Customer has made a Booking Confirmation via the Platform. Notwithstanding the foregoing, if due to extenuating circumstances the Chef wishes to cancel a Confirmed Booking, then the Chef shall be liable to refund any payment made by the Customer according to the Cancellation Policy. splidu retains the right to terminate this Agreement in the event of default of this Clause by the Chef.

### **6.3 AUTHORISATIONS**

6.3.1 The Chef hereby authorizes splidu to make use of their name, likeliness, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling



the Platform Services and the Content. The Chef waives any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

6.3.2 The Chef hereby authorizes splidu to save and store all or any part of the Content posted by the Chef for quality control and for delivering, marketing, promoting, and demonstration purposes.

#### **6.4 RELATIONSHIP WITH CUSTOMERS**

6.4.1 The Chef shall be courteous towards Customers and refrain from using abusive language or anything that may negatively impact the sentiments of the Customer on matters, including but not limited to religion, culture, sex, age, and beliefs.

6.4.2 The Chef shall not contact the Customers for services other than those offered by splidu.

6.4.3 The Chef shall not obtain any extraneous personal information from the Customers (unless approved by the Company in writing solely for the provision of Platform Services) nor share such details with any person or entity.

#### **6.5 EXTERNAL LINKS ON THE PLATFORM**

The Chef shall not post any links on the Platform, which may redirect the Users to other websites and platforms.

#### **6.6 QUALITY OF SERVICES**

The Chef shall ensure that the quality of the Chef Services they offer is at least on par with the standards of the respective industry.

#### **6.7 FOOD AND INGREDIENTS QUALITY**

The Chef shall maintain high levels of food and ingredient quality. The Chef shall strive to obtain (wherever applicable) the best quality ingredients for preparation of for the Customers. splidu shall not be responsible for anything in the event that a Customer proceeds to take any actions due to any harm caused due to bad food/ingredient, non-fulfilment of allergy requirements, service quality or any such incident that happens in the care and guidance of the Chef. The Chef will be informed of any allergen information reported by the Customer via the Platform and the Chef shall ensure that the orders are prepared in line with such allergen information. Notwithstanding the foregoing, the Chef shall at all times while carrying out their Chef Services, whether informed or not, carry an EpiPen and such other safety instruments, the need of which may arise while delivering their services.

#### **6.8 PROHIBITED ACTIVITIES**

- 6.8.1 The Chef shall not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information on the Platform.
- 6.8.2 The Chef shall not post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Platform or to any User and/or Customer.
- 6.8.3 The Chef shall not use the Platform for business other than providing the Services to Customers.
- 6.8.4 The Chef shall not engage in any activity that would require splidu to obtain licenses from or pay royalties or fees to any third-party, unless otherwise approved by splidu in writing.
- 6.8.5 The Chef shall not impersonate another person or gain unauthorized access to another User's Account.
- 6.8.6 The Chef shall not interfere with or otherwise prevent other Chefs from providing their Chef Services on the Platform.
- 6.8.7 The Chef shall not abuse splidu resources, including splidu's support services.

## **7 REPRESENTATIONS**

Each Party hereby represents that:

- 7.1 The Parties have the power, capacity, and authority to enter into and perform its obligations under this Agreement.
- 7.2 This Agreement is legal and binding on such Party.
- 7.3 The execution, delivery, and performance of this Agreement will not violate the provisions of any contract or other undertaking or instrument to which it is a party, or which is binding upon it or any of its assets.
- 7.4 The Parties will perform all acts, conditions and things required to be done, fulfilled, and performed in order: (i) to enable it lawfully to enter into, exercise its rights under and perform its obligations expressed to be assumed by it in this Agreement; (ii) to ensure that the obligations expressed to be assumed by it in this Agreement are legal, valid, and binding; and (iii) to make this Agreement admissible in evidence in the jurisdiction in which it is incorporated, have been done, fulfilled, and performed.

## 8 HEALTH AND SAFETY

While splidu aims to cater to the various needs of its Users to allow them to have a great time together, splidu pays greater importance to the safety of our Customers, their guests, and Chefs. The Chef shall act in accordance with the laws and guidelines issued by and amended from time to time by the relevant authorities or any other law applicable for the concerned state. splidu shall not be responsible for notification of such guidelines to the Chef. Additionally, splidu expects its Chefs to abide by the following commitments to ensure a safe and healthy environment for all its Customers:

- 8.1 Wear appropriate personal Protective equipment (PPE) as necessitated by law, guidelines/recommendations by appropriate authorities or best practices, throughout the delivery of Chef Services.
- 8.2 Follow rigorous sanitizing protocol for all food preparation process.
- 8.3 Maintain good hygiene standards with respect to food items and the place of operations and have a system in place to assure the same. The level of hygiene maintained by the Chef shall be in line with any rules and regulations imposed by relevant authorities from time to time.

## 9 BOOKING AND FINANCIAL TERMS

### 9.1 FEES

The fee mentioned for each Confirmed Booking on the Platform is comprised of the Service Fee and taxes in addition to the Service Fee, wherever applicable. The Service Fee and applicable taxes are collectively referred to as "**Total Fees**". The amounts due and payable by a User solely relating to a Chef's Services is the "**Chef's Fees**". Please note that it is the Chef and not splidu which determines the Chef's Fees.

### 9.2 BOOKING CONFIRMATION

- 9.2.1 When User books a Platform Service, through the Platform, such booking is required to be accepted by splidu and the Chef, before it is confirmed. splidu will send User a Booking Confirmation notification when the booking has been accepted. You understand and acknowledge that the agreement for the supply and provision of any Platform Service booked by the User shall come into existence only when splidu sends the User the Booking Confirmation.
- 9.2.2 All fees for Private Chef Booking Confirmation, including Total Fees and Chef's Fees, will be collected at the time of Booking Confirmation with a deposit being immediately transferred to the Chef in an amount equal to twenty-five percent (25%) of the value

of the Confirmed Booking towards expenses related to executing the services offered in line with expectations of the Customer pursuant to the Confirmed Booking. For avoidance of doubt, this deposit is not relevant for Underground Dining services. The balance of the Chef's Fees (less splidu's applicable Service Fees) will be transferred to the Chef according to Clause 5.8.3.

### **9.3 PAYMENT PROCESSING**

The Chef hereby appoints splidu as the Chef's limited agent solely for the purposes of coordinating the collection by third-party payment processors of payments made by Customers on behalf of the Chef. The Chef agrees that payment made by a Customer to third-party payment processor in favour of splidu for the purpose of availing Chef Services, shall be construed to be a payment made directly to the Chef and the Chef shall make the Services available to the Customer in the agreed upon manner as if the Chef has received the Chef's Fees.

### **9.4 PAYMENT FLOW**

Upon payment of amounts to third-party payment processors by the Customer, the Customer fulfils Customer payment obligations for such amounts, and the payment processor is responsible for remitting such amounts to splidu. Upon receipt of such amounts by us, we then transfer it to the Chef, after making splidu's Service Fee deductions, according to Clause 5.8.3. If any such amounts are not remitted to the Chef, such Chef shall have recourse only against splidu.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Platform is protected by copyright, trademark and other laws of the UAE and foreign countries and is the exclusive property of splidu and its licensors. You will not remove, alter, or abuse any copyright, trademark, service mark or any other intellectual property of splidu incorporated in or accompanying the Platform.
- 10.2 All intellectual property of the Chef with respect to the Content posted on the Platform and any information of the User(s) that is made available to the Chef to fulfil their Chef Services, will remain the intellectual property of splidu, unless otherwise agreed by the Parties in writing.

## **11 INDEMNIFICATION**

The Chef shall at all times indemnify, defend, and hold harmless splidu against all claims, actions, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of, or caused by any breach of any of the representations, undertakings, or

contracts made to the Chef via this Agreement and in connection with any claims of copyright infringement, or other violation of intellectual property rights with respect to the Content. Any claim by the Chef against splidu, must not exceed the value of the Total Fees resulting from any Confirmed Booking against which the claim is made.

## **12 LIATBILITY DISCLAIMERAND INSURANCE**

- 12.1 splidu is not a party to any agreements entered by and between the Chef and Customer, nor is splidu an agent or insurer. splidu exercises no control over the conduct of Chefs, Customers, and other Users of the Platform, and disclaims all liability in this regard. Any claim, loss, cost, or expense (including legal fees), damage, or other liability as a result of any acts or omissions of the Chef, Customer, or Customer's guests, either at the site of the Chef rendering their services or elsewhere, including damage or other harm relating to personal injury, food poisoning, intoxication, allergies, or any other kind of harm shall not be splidu's responsibility.
- 12.2 splidu provides public liability insurance coverage that protects against legal liability for bodily injury or damage to guests' personal belongings during experiences booked through the splidu platform. However, this insurance only covers guests who have booked through the splidu platform and does not cover any damage to the Chef's home, property, or personal belongings. Chefs are required to hold their own property and liability insurance for any damage that occurs to their property, and splidu assumes no liability in this regard.
- 12.3 The use of Platform is at the Chef's sole risk. The Platform is provided without warranty, representation, or guarantee of any kind whatsoever, either express or implied, including but not limited to, any warranties of title or accuracy or fitness for a particular purpose and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law.
- 12.4 splidu, its directors, employees, agents, suppliers, partners and Content providers do not warrant that: (i) the Platform is or will be secure or available at any particular time, instance or location; (ii) any defects material or not, or errors will be corrected; (iii) any/all Content or software available at or through the Platform is free of viruses or other harmful components; (iv) any/all information is complete, accurate, up-to-date, or reliable; (v) any particular Service, Content, or product referred to in the Platform is safe, appropriate, or effective for Chef and/or their employees; and (vi) that results of using the Platform provided by us will meet your requirements.

### **13 NON-DISCLOSURE**

- 13.1 The Chef shall keep confidential any information disclosed by splidu for the performance of this Agreement and the misuse or disclosure of which may cause harm to splidu's business ("Confidential Information"). The Chef shall therefore make use of our Confidential Information only to the extent necessary for the purposes of this Agreement. Notwithstanding the foregoing, Confidential Information shall in no way be deemed to include any information within the public domain or information already known to the Chef.
- 13.2 Notwithstanding the foregoing, Chef may, to the extent necessary to comply with any law or valid order of the governmental agency or court of competent jurisdiction or as part of its normal reporting or review procedure to regulatory agencies disclose such Confidential Information, provided that the Chef shall use reasonable efforts to notify splidu in advance of such disclosure.

### **14 WAIVER**

The Chef hereby, with this reference, waives their right to take legal action against splidu, including without limitation, its representatives, licensees, marketers, and any other related parties for the breach of any of these Terms and Conditions. Notwithstanding the foregoing, the Chef shall in no way be deemed to have waived their right to any legal action resulting from any material breach of these Terms and Conditions, obligations mentioned within this Agreement for which they ought to have a legal remedy under appropriate law.

### **15 WARNING SYSTEM**

If the Chef is in violation of these Terms and Conditions, splidu will notify or warn the Chef of such default and the Chef shall strive to immediately cure any defaults notified by us. splidu reserves the right to temporarily suspend the Chef's access to the Platform and their Account depending upon the gravity of a default. Nothing contained in this Agreement shall curtail splidu's right to obtain any temporary or permanent injunctions against the Chef. If the Chef fails to cure reported defaults, the Company reserves the right to terminate this Agreement in accordance with Clause 16 of this Agreement.

### **16 TERMINATION**

This Agreement will not be terminated except as provided herein:

- 16.1 **Termination for Good Cause:** Either Party may terminate this Agreement if either Party believes that the other is in breach of its material obligations under this Agreement, and such breach has not been rectified even after giving fifteen (15) days' notice to the breaching

Party.

- 16.2 **Termination by Mutual Consent:** Parties can terminate this Agreement at any time by mutual consent.
- 16.3 **Termination by Notice:** Either Party may terminate this Agreement by giving the other Party thirty (30) days' notice.
- 16.4 If the Chef is declared insolvent (whether voluntary or involuntary) by any relevant authority, splidu may terminate the Agreement after giving fifteen (15) days' written notice to the Chef.
- 16.5 Notwithstanding the forgoing, splidu may immediately terminate this Agreement or any services with respect to you, or generally cease offering or deny access to the Platform Services or any portion thereof, at any time for any reason, including but not limited to, insufficient performance by the Chef, and continuous absence from providing services to Customers.
- 16.6 Except as otherwise provided herein, no termination of this Agreement for any reason shall relieve or discharge any Party hereto from any duty, obligation, or liability hereunder which was accrued as of the date of such termination.

## **17 NON-SOLICITATION**

During and for a period of one (1) year after the termination of this Agreement (whether by splidu or Chef), Chef shall not solicit any Customers of splidu, or knowingly encourage any such Customers to leave the Platform or Platform Services or knowingly encourage any such Customers to use the platforms, facilities, or services of any competitor of splidu or its subsidiaries.

## **18 NO CONTACT POLICY**

The Chef shall at no times share or use Customer's personal contact information or any other information of the Customer shared by splidu to contact such Customers directly for any purpose whatsoever unless required to fulfil Chef's obligations under this Agreement or for the fulfilment of Chef Services.

## **19 NON-DISPARAGEMENT**

The Chef shall for the duration of this Agreement and following the termination of this Agreement, refrain from making any false, negative, critical, or disparaging statements, implied or expressed, concerning splidu, including but not limited to, management style, methods of doing business, the quality of Services, role in the community, or treatment of employees. The Chef shall do nothing that would damage splidu's reputation or goodwill; provided, however,

that nothing in this Agreement shall prohibit disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

## **20 GOVERNING LAW**

The terms contained in this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (the "**DIFC**"), Dubai, UAE. Any dispute which may arise between the Parties pertaining to the implementation or interpretation of this Agreement shall be amicably settled, failing which the courts in the DIFC shall have the exclusive authority to settle the same.

## **21 DISPUTE RESOLUTION**

- 21.1 All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity, or termination, which cannot be amicably resolved by the Parties within thirty (30) days of being brought to their attention, will then be settled by arbitration governed by the provisions of appropriate arbitration laws. If the Parties are not able to agree on a sole arbitrator, a panel of three arbitrators shall be appointed wherein each Party shall appoint one arbitrator, and the two arbitrators together shall appoint the presiding arbitrator.
- 21.2 The venue/seat of Arbitration shall be UAE and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The decision of the Arbitrator(s) will be final and binding on all the Parties.

## **22 MODIFICATION OF TERMS AND CONDITIONS**

splidu reserves the right, at its sole discretion, to modify our Platform, Platform Services, or to modify these Terms and Conditions anytime and without prior notice. If we modify these Terms and Conditions, we will post the modification on our Platform or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms and Conditions. By continuing to access or use our Platform after we have posted a modification on our Platform or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease using our Platform and/or Platform Services.

## **23 ACKNOWLEDGEMENT**

- 23.1 By accessing or using our Platform or by downloading or posting any Content from or on our



Platform, you acknowledge and agree that you have read these Terms and Conditions and that you understand and agree to be bound by these Terms and Conditions, regardless of your registration on the Platform. If you do not agree to these Terms and Conditions, you must stop using or accessing the Platform immediately.

23.2 If you accept or agree to these Terms and Conditions on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and Conditions and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

## **24 MISCELLANEOUS**

24.1 **NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) or E-mail to splidu's addresses as mentioned in this Agreement and to the address of the Chef as provided to the Company by the Chef in writing at the time of registering on the Platform.

24.2 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24.3 **RELATIONSHIP BETWEEN PARTIES:** Parties shall be considered independent of each other and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

24.4 **FORCE MAJEURE:** splidu shall not be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, pandemics, labor activity, or strike, court order or any other cause outside our exclusive and direct control.

24.5 **RATING SYSTEM:** splidu reserves the right to set a rating system and collect feedback from its Users. splidu may at its sole discretion use this rating system to assign ratings to Chefs which may be displayed against their name and/or Account of the Platform.

24.6 **ELECTRONIC SIGNATURES/ COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument. For purposes of this Agreement, the use of an email, or other electronic media shall have the same force and effect as an original signature.

- 24.7 **BACKGROUND CHECK:** splidu may at its sole discretion perform background checks of the Chef and verify the documents and/or information provided by the Chef at any point in time prior to or after entering into this Agreement with the Chef ("Background Check"). This Agreement is subject to the Background Check and splidu reserves the right to terminate this Agreement immediately without notice in the event that we discover any anomalies during the Background Check.
- 24.8 **ENTIRE AGREEMENT:** This Agreement along with other documents as and when updated on the Platform or sent directly to the Chef, shall constitute the entire agreement between the Parties relating to the subject matter contained in this Agreement and supersede all prior or contemporaneous negotiations, commitments and understanding of the Parties whether oral, written or otherwise.
- 24.9 **SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 24.10 **SURVIVABILITY:** All clauses that logically ought to survive the termination of this Agreement shall survive.
- 24.11 **HEADINGS:** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 24.12 **FEEDBACK:** You may at your sole discretion choose to submit comments, inputs, suggestions, ideas, or other feedback about the Platform, including but not limited to, regarding the possible creation, modification, correction, improvement, or enhancement of the Platform ("**Feedback**"). By submitting any Feedback, you acknowledge and accept that we are free to use such Feedback in any way we choose without any compensation or notice to you, and you hereby grant us a perpetual, irrevocable, non-exclusive, worldwide license to incorporate and use the Feedback for any purpose.
- 24.13 **AFFIRMATION OF PARTIES:** The Chef affirms that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement and have read and understood the Terms and Conditions contained in this Agreement.
- 24.14 **GENDER AND PLURALS:** Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of

either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

**24.15 CONTACT US:** If you have any queries regarding these Terms and Conditions, feel free to contact splidu at [info@splidu.com](mailto:info@splidu.com).

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.

Effective as of 16 October 2024