

## Terms and Conditions

### Ratification of the Agreement

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

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

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

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

### Our Services

The Platform allows its Users who agree to the Terms to place orders from its partnered vendors that may be operated by third parties or affiliated companies (hereinafter referred to as the “**Business Partners**”).

The purpose of this Platform is to provide a simple and convenient service to Users, linking them to Business Partners (hereinafter referred to as the “**Service**”) for the purpose of ordering a variety of goods and services (hereinafter collectively referred to as “**Goods**”). The Platform’s interactive options/features allow Users to build and submit orders with ease. When an order is placed with a Business Partner through the Platform, finditbh acts as an intermediary, facilitating the transaction on behalf of the Business Partner and managing the

User's experience throughout the order fulfillment process. The Platform is established as a marketplace to facilitate interactions between Users and Business Partners.

finditbh does not sell or interfere in any way in the production of any Goods produced by the Business Partners. The Platform offers Users the ability to search for and find local businesses that deliver or offer these Goods to their specified addresses, and to place orders for such Goods through the Platform. The Business Partners are obligated to comply and adhere to all applicable local laws, rules, regulations, and standards governing the preparation, sale, marketing and safety of goods and services.

It is important for Users to understand that finditbh does not in any way independently verify the credentials, representations or products of Business Partners, nor does it assess the quality of any Goods provided by these Business Partners or confirm their compliance with applicable laws. Users are advised to conduct their own due diligence by reviewing the information provided by Business Partners on the Platform or by directly contacting the Business Partners to verify the quality, reliability, and legal compliance of their Goods.

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

finditbh does not in any way guarantee the quality of any Goods or that any Goods comply with applicable laws and does not guarantee matching the list of Goods displayed on the Platform to what is actually provided to the Users. In addition, a Business Partner may represent that their Goods meet certain standards or quality. In such cases, finditbh does not independently investigate or verify such representations and will not be responsible for any claims a Business Partner may make.

finditbh and the Business Partner (as the case may be) reasonably endeavour to comply with your special instructions for an order. However, in some cases where this is not feasible, possible or commercially reasonable according to the finditbh's sole discretion, finditbh and/or the Business Partners reserve the right to proceed with preparing the order in accordance with standard operating procedures. Neither finditbh nor the Business Partners shall be responsible to replace or refund an order which does not conform to special instructions provided by you.

finditbh shall not be liable or responsible for any Goods offered by Business Partners that is misrepresented, is the cause of an injury, is otherwise unacceptable to Users or that does not meet the expectation of Users in any manner whatsoever.

Users are solely responsible for verifying and ensuring the accuracy of delivery addresses, and finditbh shall not be liable or responsible for any issues arising from erroneous addresses provided. The preparation and delivery of all Goods are the sole responsibility of the Business Partner accepting and fulfilling the order. While Business Partners will make every effort to meet the delivery time specified, such times may be affected by factors beyond their control and are therefore not guaranteed. The Platform will notify Users of we any unexpected delays that come to our attention.

## **Creating an Account for the Platform**

A User can create an account on the Platform and can determine their own “username” and “password” which are determined by the User herself/himself. The "username" is personal to the User and the same “username” is not given to two different Users. The “password” is only known by the User. The User can change the password at any time. It is solely under the responsibility of the User to select and protect the password. finditbh is not liable for any issues arising from the misuse or unauthorized access due to the User’s password. finditbh may notify the User about promotions available in their geographical area and from which the User may benefit, via email correspondence. finditbh may share the User’s username and password with the Business Partners as necessary for the purpose of providing our Service – for example, the phone number may be shared with the Business Partner, to facilitate accurate and timely delivery. For the User to access the Services, which requires an account on the Platform, the User must enter the username and password. This process is called “login” to the Platform.

By using this Platform, you represent and warrant that all personal information provided by you is true, accurate, current and complete in all respects. You agree to promptly update your User profile on the Platform or notify us directly of any changes to your personal information. Additionally, you agree not to impersonate any individual or entity, or to use a false name or any name that you are not authorised to use.

You are prohibited from registering multiple accounts for use by the same individual. Any violation of this policy may result in the termination of your account. Users' passwords should be kept confidential at all times and must not be shared or disclosed to anyone. You are responsible for all activities and orders that occur or are submitted through your account. If you become aware of or suspect that someone else has access to your password, you should promptly change it and contact us immediately.

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

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

Each device is permitted to maintain only one User account. While we may provide services under these circumstances, promotions will not be available.

If you wish to delete your account, please submit a request via the “Contact Us” feature on the Platform.

### **How to make an order and how it works**

Once you have selected your Goods from the list of your chosen Business Partner, you may submit your order by clicking on the “Checkout” button (the “**Order**”). Please note it is

important that you review and verify the information that you enter and correct any errors before clicking on the “Checkout” button, as corrections cannot be made after submission. Upon receipt of your Order, the Platform will begin processing your Order and we will send you an email confirmation message on the final page to indicate that your Order has been received and forwarded successfully to the Business Partner. If any payment you make is not authorised you will be redirected to the previous page on the Platform, and we will not be obligated to provide the Services.

## **Order Cancellation**

You can cancel an Order for a full refund until the Order has been accepted by the Business Partner. In the event that you need to cancel the Order after it has been accepted by the Business Partner, please notify us directly via the “Contact Us” feature on the Platform to cancel the Order. finditbh reserves the right to reject full or partial refunds for Orders that are cancelled after they have been accepted.

An Order may be subsequently cancelled by a Business Partner after you have received a confirmation that it has been sent to the Business Partner. finditbh and our Business Partners reserve the right to cancel any Order, before or after acceptance, and will notify you immediately of any such cancellation. Your Order history will only hold your successful Orders, and in case of failed online payment, the Order amount will be refunded to your finditbh account as finditbh credit unless you request a refund to the original source of payment account which will take place within 7-14 business days depending on your bank’s procedures and policies.

Any cancellation, return, or refund of items or Orders shall be conducted in accordance with the consumer protection laws and regulations applicable in Bahrain.

## **Delivery**

You understand and acknowledge that the available Goods offered by finditbh may vary by delivery area. By entering your delivery address on the Platform, you will be able to view the Business Partners available to you at that time. Please note that delivery areas may expand, contract or change based on various factors including but not limited to weather conditions, traffic, situations of force majeure.

### **Delivery Time**

The Business Partner shall deliver your Order to the delivery address provided by you. An estimated delivery time will be provided to you in your email confirmation message as well as on the order tracking page. Delivery times may vary due to factors that are beyond our control, such as order volume, distance, time of day (including peak periods), weather conditions, and traffic. You can view the estimated delivery time for your Order by clicking on ‘My orders’ on the Platform. Please note that the delivery time provided is only an estimate and Orders may arrive earlier or later than expected. To ensure successful receipt of your Order, please ensure that either you or someone is present at the delivery location when the Order is scheduled to arrive.

### **Unsuccessful or failed deliveries**

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

1. No one being present or available to receive the Order.
2. The customer was uncontactable despite our attempts to reach them via the phone number provided.
3. Inappropriate or insufficient access to complete the delivery successfully.
4. The absence of a suitable or secure location to leave the Order.

We will notify you via in-app call, message, or email regarding the unsuccessful delivery and the next steps. In such cases, finditbh reserves the right to cancel the Order without providing a refund or remedy. Additionally, finditbh shall not be liable for any loss or damage resulting from the inability to complete the delivery under these circumstances.

### **No Show Cancellation**

If you remain uncontactable or fail to receive the Order within a reasonable time from the time the Order arrives at your delivery address, finditbh reserves the right to cancel the Order without refund or remedy. A “reasonable time” is defined as the period during which the delivery is expected to be completed, and the Order is available for collection, as determined by the Platform’s policies. In such cases, finditbh will not be liable for any loss or damage arising from the cancellation of the Order.

### **Wrong Order, Missing Order, Defective Items**

Upon receipt of your Order, if you discover that there are issues with your Order such as being aware of a wrong order, defective order, or missing items, please contact the customer support via the ‘Contact Us’ feature on the Platform immediately. In some cases, finditbh may request for photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order and/or goods you received are not of satisfactory condition or quality we will assess the situation and, at our sole discretion, may provide compensation for the Order or a portion thereof. Compensation will be subject to our review and approval process, and may include a refund, replacement, or credit toward future purchases. Please note that our liability for any issues with the Order or Goods is limited to the extent permitted by the applicable law and as outlined in these Terms.

### **Late Delivery**

If your Order is significantly delayed from the estimated delivery time, please contact customer support via our in-app customer support “Contact Us” feature immediately. In some cases, finditbh may request for additional information to properly investigate the issue with your Order. If we determine that the Order and/or Goods you received is significantly delayed, we may, at our sole discretion, compensate you for your Order. Compensation may include a refund, partial refund, or credit toward future purchases, depending on the circumstances and as determined by our review process. Please note that compensation is subject to our policies and applicable laws, and we will not be liable for any indirect or consequential damages resulting from delays.

## Contactless Delivery

As one of the delivery options, the User may select (for some of the offered Goods) contactless delivery which involves the delivery of the Order to the specified delivery address without face-to-face interaction (e.g., leaving the Order at the front door). Upon delivery, the Order will be considered as having been successfully completed when it is left at the delivery address. finditbh shall not be liable for theft, damage, contamination and/or other deterioration of the Goods that occurs after delivery has been completed. Users are responsible for ensuring that the delivery location is secure and that they take appropriate precautions when selecting contactless delivery.

finditbh's liability for any issues related to the delivery of Goods is limited to the extent permitted by applicable laws and as outlined in these Terms.

## Pick-up Services

### Pick-up Process

Where available as indicated on the Platform, you will have the option of collecting your Order in-person directly from the Business Partner's premises ("**Pick-Up**") instead of having the Order delivered to you. Your email confirmation message will indicate the time for you to Pick-Up the Order ("**Collection Time**"). The Business Partner will prepare the Order by the Collection Time. In some cases, a reasonable delay may be expected. The Business Partner agrees to hold the Order for you at their premises for a maximum of sixty (60) minutes from the Collection Time ("**Holding Time**"). The Business Partner is not obligated to provide the Order to you if you fail to Pick-Up your Order within the Holding Time. After this period, the Business Partner reserves the right to cancel the Order and may take any necessary actions, including but not limited to disposing of or reassigning the Order. finditbh and the Business Partner shall not be liable for any loss or damage resulting from your failure to Pick-Up the Order within the specified Holding Time.

### Pick-up Liability

In the event of unreasonable delays in Pick-Up attributable to you, you bear the risk of any damage or loss of goods or any deterioration in quality or change in condition of the Goods. In this case, you shall not be entitled to a refund or replacement of the Goods. It is your sole responsibility to inspect the Goods/Order when you Pick-Up your Order and shall report any issues and/or defects directly to the Business Partner before leaving the Business Partners premises. finditbh shall not be liable for any issues, defects, or changes in condition of the Goods that occur after the Pick-Up has been completed.

## Your Responsibilities

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

1. That all information provided to the Platform is correct, complete, and up to date. The User is solely responsible for any losses which may arise from any misinformation or inadequate information provided by them, including but not limited to issues such as forgetting their password. In cases of such misinformation or inadequate information, the Platform reserves the right to terminate the User's account.
2. That the User is solely responsible for all personal ideas, opinions, statements, files, and personal information they upload to or transmit through the Platform. finditbh shall not be liable for any content provided by the User, nor for any issues arising from such content.
3. Not to access any Services or use the Platform in any unauthorised manner or alter any software in any way. The User must not use any software identified as being modified or tampered with.
4. To indemnify and hold finditbh harmless from all material and moral losses resulting from their non-compliance with these Terms.
5. finditbh shall not be responsible for any damages arising from unauthorized access to User data or any harm resulting from the actions of unauthorized individuals.
6. Not to:
  - a) send or post content that is threatening, immoral, discriminatory and/or contrary to the laws of the Kingdom of Bahrain and/or international agreements; or
  - b) send or post any content that violates public morality, good manners or applicable laws; or
  - c) harass and/or threaten other Users, or Platform personnel; or
  - d) engage in activities that negatively impact other users' experiences, including distributing inappropriate or harmful materials, unsolicited advertising, or conducting surveys, competitions, or chain letters; or
  - e) transmit information or programs that may harm other users' devices or data.
7. All the records or materials obtained by using the Services of finditbh are within the consent of the User. The User is solely responsible for any damages, loss of information or other losses caused by them in the User's computer. finditbh shall not be liable for any such damages or losses. The User shall not be entitled to claim any compensation for any losses arising from the use of the Service and shall not use the Services of the Platform for any commercial and advertising purposes without obtaining the prior written consent of finditbh. finditbh reserves the right to monitor its systems at any time, whether continuously or periodically, to ensure compliance with these Terms and to maintain the integrity and security of the Platform.
8. The Platform reserves the right to use its system and Services for commercial purposes, including but not limited to marketing, advertising, and other legitimate business activities. The User shall not send or circulate any information, emails, or messages that are legally prohibited and/or unauthorized, including but not limited to chain mail, spam, or malicious software.
9. The User shall not distribute any content that may harm or disrupt the functionality of the Platform or other users' devices,
10. The User is responsible for all kinds of actions undertaken under the "username".

11. The User must pay any service fee, as previously notified, at the time of delivery of products. If the service fee is not paid, the products will not be delivered to the User, and the Platform or Business Partner shall not be obligated to complete the delivery or provide any further service related to the Order. The service fee will be communicated to the User in advance, and it is the User's responsibility to ensure payment is made in accordance with the terms provided.
12. The User shall also not:
  - a) access the Platform or Services using a third-party's account/registration without the express written consent of the account holder.
  - b) use the Platform for illegal purposes and shall not commit any acts of infringement on the Platform or with respect to the content on the Platform.
  - c) use the Platform to engage in commercial activities apart from the sanctioned use of finditbh Services.
  - d) copy, reproduce, or republish any content from the Platform, including but not limited to Business Partner product information, services content, or third-party reviews, whether in print or online, without explicit authorization.
  - e) create Business Partner reviews, blog entries or other content for commercial or other purposes that do not align with the intended use or spirit of the Platform.
  - f) attempt to gain unauthorized access to other computer systems, networks, or resources from or through the Platform.
  - g) interfere with, disrupt, or otherwise impede the use and enjoyment of the Platform by other users or entities.
  - h) upload or transmit viruses, malware, or other harmful, disruptive or destructive files to the Platform. and/or
  - i) disrupt, interfere with, or otherwise harm or violate the security of the Platform, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Platform or affiliated or linked Platforms (including those of our Business Partners).
13. All Users who are minors, as defined by the laws of their jurisdiction, in must obtain the permission of, and be directly supervised by, their parent or guardian to use the Platform. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to using the Platform. Any credit or debit cards used for transactions/Orders through the online payment gateway on the Platform must be issued in the name of the User. If the card does not belong to the User, the User must obtain legal permission from the cardholder to use the card for the transaction. The User is solely responsible for ensuring compliance with applicable laws and regulations regarding age restrictions and payment authorization. The Platform is not liable for any unauthorized transactions or misuse of payment methods. Additionally, the Platform reserves the right to verify the age of Users and the authorization of payment methods and to take appropriate action if any discrepancies are identified.
14. Any violation of the abovementioned terms may result in account suspension or termination and legal action if necessary.

## **User Material**

Other than personally identifiable information (“**Personal Data**”), which is covered under the Platform Privacy Policy, any material you transmit or post on this Platform will be considered

non-confidential and non-proprietary. The Platform will have no obligations with respect to such material. The Platform and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use that material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

- a) You are prohibited from posting, uploading or transmitting to or from this Platform any material that: Breaches any applicable local, national or international law;
- b) Is unlawful, fraudulent, or otherwise harmful;
- c) Constitutes unauthorized advertising or solicitation;
- d) Contains viruses or any other harmful programs; or
- e) Involves misuse of the Platform, including hacking or unauthorized access.

Additionally, any comments or feedback that you submit through the Platform must not:

- a) Contain any defamatory, obscene or offensive material;
- b) Promote violence, discrimination, or illegal activity;
- c) Infringe the intellectual property rights of another person;
- d) Breach or violate any legal duty owed to a third party (such as a duty of confidence);
- e) Invade the privacy of others;
- f) Create a false impression of originating from us or misrepresent your affiliation with another person; or

Be used to impersonate another person or to misrepresent your identity. The prohibited acts listed in the above paragraphs are non-exhaustive. You agree to indemnify and hold harmless finditbh from all costs, damages, and liabilities which incurs as a result of you breaching any of these restrictions.

finditbh will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any material in breach of the above paragraph. This cooperation may include providing information and evidence related to the breach, as required by the applicable laws.

## **Acceptable Use Policy**

You may not access or use the Platform for any other purpose other than that for which the Platform makes it available. The Platform is for the personal use of Users only and may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by the Platform. In case of any prohibited activities committed by the User, the Company has the right to suspend, block or terminate the User's account and prevent them access to log in the Platform to use the Services. Prohibited activities include but are not limited to the following:

1. Violation of any law, statute, ordinance or regulation;
2. Violation of applicable laws or industry regulations regarding the sale of alcoholic drinks or prescription drugs and devices;
3. Violation of copyright, trademark, right of publicity or privacy or any other proprietary right under the applicable laws;
4. Any illegal products, services or activities, including encouraging, promoting, facilitating or instructing others to engage in illegal activities;

5. Payments to or from any listed sanctioned countries. Businesses with persons subject to international/national sanctions, suspected or convicted of terrorism, financial crime or any other offence;
6. Providing false information relating to the User's identity or business activities;
7. Any product, service or activity that is considered as finance terrorism;
8. Narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, products including THC, CBD or any other similar substance, any activity that relate to drug paraphernalia;
9. Products, services or activities including media and journalism, that could be considered as being of a discriminatory, hateful, racist or exploitative nature, or of inciting harassment, bestiality, mutilation or violence;
10. Connected to services where the service provider collects money on behalf of others as a payment services provider, cheque encashment agencies, foreign exchange providers, money transmitters, traveller's cheques or money orders;
11. Involving ammunition, explosives, arms, defence or weapons, replica weapons, gun parts or related parts or accessories, hunting, manufacture/distribution of weapons;
12. Services relating to hospitality timeshares or issuing of travel visas;
13. Promotion or advertising of products or services other than your own without appropriate authorisation;
14. Collecting money without a license when compulsory in the account owner's jurisdiction;
15. Multi-level marketing programs, network sales, matrix programs, outbound and inbound telemarketing or other similar programs including pyramid and Ponzi schemes;
16. Gambling, betting activities, casinos, lotteries, sweepstakes, penny auctions, services related to fantasy sports or sports forecasting, or sale of value usable "chips" or vouchers connected to this services, certain in-purchasing games;
17. Programs, materials or services related to get-rich courses or related to increasing your wealth or gambling;
18. Factoring, lending, investment services, financial, escrow or mortgage services, pawn shops;
19. Private business directories, businesses specializing in warning letters, liquidation or proxy services;
20. Buying or selling stocks, bonds, securities, options, futures, binary options or investment interest in any entity or property, services related to raffles, debt consolidation, insurance brokers, payday lenders, medical collections, scholarship programs, payment protection insurance, currency exchange or FOREX activities;
21. Modification chips (e.g. to modify a games console in order to use non-producer hardware or software);

22. Ticket agencies without a license, ticket resale;
23. Replica clothes and products, or counterfeit goods;
24. Objectionable, offensive, indecent, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially, ethnically or sexually offensive, or otherwise inappropriate behaviour towards the finditbh personnel; or
25. Highly rated politically exposed persons (PEP).

finditbh reserves the right but is not obligated to do any or all of the following (this does not prejudice the Company's right to perform other actions):

1. Investigate an allegation that any content posted on the Platform does not conform to these Terms and determine in its sole discretion to remove or request the removal of the content.
2. Remove content which is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms.
3. Monitor, edit, or disclose any content on the Platform;
4. Edit or delete any content posted on the Platform, regardless of whether such content violates these Terms; and
5. Cancel any Order and/or suspend, deactivate or terminate your account in its sole discretion if it reasonably suspects or detects fraudulent behaviour or activity associated with your account and/or with your Order and/or any of the reasons named in section 5 of these Terms.

### **Authority of finditbh**

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

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

Users are required to create passwords that meet the Platform's complexity requirements, including a combination of uppercase letters, lowercase letters, numbers, and special characters, and adhere to a minimum length.

Users will be prompted to update their passwords periodically, and the platform will implement account lockout mechanisms after a set number of failed login attempts to prevent unauthorized access. Suspicious activities and multiple failed attempts will be monitored and investigated. The password recovery and reset processes will include secure identity verification steps.

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

finditbh has the right to back-up and delete all or some of the files, messages which are provided by the Users during the use of Services for some periods deemed suitable by the Platform. finditbh shall not be held responsible for any loss, damage, or failure to recover data resulting from the back-up and deletion processes on the Platform.

finditbh disclaims all responsibility for the integrity, accuracy, and availability of data stored by Users, and for any consequences arising from the deletion or modification of user data.

The Platform holds exclusive ownership and copyrights arising from the ownership of the information, documents, software, designs, graphics and other intellectual property created or produced by itself and/or those acquired from third-party sources. This includes all content produced internally by the Platform or obtained through outsourcing agreements. The ownership and copyright of such materials shall remain with the Platform, and no rights are granted to Users or third parties beyond those explicitly outlined in these Terms. Any unauthorized use, reproduction, or distribution of the Platform's intellectual property without prior written consent is strictly prohibited.

The sales of finditbh are limited to the current availability of products and services of the Business Partner provided in finditbh. finditbh is not responsible for any item ordered and not delivered by the Business Partner due to unavailability or any other reason. finditbh's role is limited to facilitating transactions between Users and the Business Partner; therefore, finditbh is not liable for any issues arising from the Business Partner's stock levels, delivery failures, or other related matters. Users are encouraged to review the availability and delivery policies of the Business Partner directly and address any concerns with them.

finditbh reserves the right to display, distribute, and transmit any information, documents, software, designs, graphics, or Other content (including messages, posts, reports/news, and files posted to the bulletin board) which are User generated and uploaded to the Platform and/or to transmit/relocate such content to another place within the Platform as deemed appropriate by finditbh. Users acknowledge and agree that their content may be copied and/or reposted by other users. By uploading content to the Platform, users grant finditbh a perpetual, non-exclusive, royalty-free license to use, display, distribute, and transmit their content as part of the Platform's operations. Users further agree not to claim any royalties or compensation from Finditbh for such use of their content.

Companies with cyber business partners on the finditbh Platform are solely responsible for ensuring the accuracy of product prices and specifications listed for sale. In the event that misinformation regarding product prices or specifications is identified, finditbh reserves the right to correct such errors, including cancelling any affected Orders. finditbh shall not be liable for any consequences arising from discrepancies or inaccuracies in the information provided by these companies. Users are advised to verify product details and prices directly with the respective companies prior to completing any transactions.

finditbh may provide transition for a User to other Platforms. In this case, the User agrees that finditbh shall not be responsible for the context of the Platforms, which the User may access through its Platform. Users are solely responsible for reviewing and accepting the terms and conditions, privacy policies, and practices of any third-party platforms they access.

finditbh reserves the right to modify the products and services available through its Business Partners at any time. This includes the ability to add additional/new services, change some of the services partially or completely, or transition some services to a paid model. Users acknowledge that such changes may occur without prior notice, and finditbh shall not be liable for any impact these modifications may have on Users. It is the User's responsibility to stay

informed about the current offerings and any changes made to the Services provided through finditbh.

This Platform may be unavailable at certain times to allow for maintenance and upgrades. Although finditbh will make reasonable efforts to notify Users in advance of any service unavailability, this cannot be guaranteed and finditbh reserves the right to modify, suspend, or withdraw the Platform's Services at any time at its discretion, without prior notice. Users acknowledge and accept that Service availability may vary and that finditbh shall not be liable for any inconvenience or issues arising from such unavailability or changes.

## **Guidelines for Reviews**

Reviews are approved based on the following criteria:

### **Relevancy**

Reviewers must have had an experience with the Business Partner firsthand.

### **Acceptable Content**

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

- a) Offensive Language: Profanity, abusive, racist, and hate language is not tolerated in our interactive sections.
- b) Irrelevant or non-indicative content.
- c) Discrimination based on the grounds of religion, race, gender, national origin, age, marital status or disability.
- d) References to illegal activity or uncorrelated references towards society's traditions and values.
- e) Conflicts of interest: Competing Business Partners are not allowed to post negative reviews. Violation of this might result in permanent removal from the Platform.
- f) Allegations of violations of consumer protection laws and regulations applicable in Bahrain.
- g) Outdated and obsolete information.

### **Not Endorsed**

Reviews posted on the Platform are User generated and do not reflect the views or endorsements of finditbh, its parent companies, or subsidiaries. finditbh does not assume any responsibility or liability for the content of reviews, nor for any claims, damages, or losses resulting from the use of the Platform, or the information provided on the Platform. Users are solely responsible for their interpretation and use of review content, and finditbh disclaims all liability related to any User-generated reviews or their impact on Users or third parties.

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## **Termination of Agreement**

finditbh reserves the right to terminate, suspend or delete your account and your access to or use of the Platform, including any associated delivery services, at its sole discretion and for any reason. This includes but is not limited to, instances where finditbh deems your use of the Platform to be unacceptable, or in the event of any breach by you of these Terms. In such cases, finditbh may also cancel any pending Orders or transactions and may withhold any refunds or payments until any outstanding issues are resolved.

Where appropriate, finditbh will give you the opportunity to state your position, before any termination, suspension or deletion of your account. However, finditbh is under no obligation to provide advance notice or an opportunity to respond in cases involving immediate threats to the Platform's integrity or security.

Upon termination or suspension of your account, you are responsible for any outstanding obligations or liabilities incurred prior to such action. finditbh shall not be liable for any losses or damages resulting from the termination, suspension, or deletion of your account or access to the Platform.

## **Restrictions for Non-Personal and Non-Commercial Use**

You acknowledge and agree that the consequences of commercial use or re-publication of content or information of finditbh may lead to significant and incalculable financial damages. You further agree that monetary compensation alone may not be a sufficient or appropriate remedy and that finditbh will be entitled to seek both temporary and permanent injunctive relief to prevent any further unauthorized use, re-publication, or distribution of its content. This includes the right to seek court orders to halt such activities and to protect its intellectual property rights.

## **Refund Policy**

finditbh takes user satisfaction very seriously. In the case of problems with your Goods Order, please contact finditbh via the Platform 'Contact Us' feature and we will assist you. In appropriate cases, if you have already been charged by finditbh on behalf of the Business Partner, finditbh will issue full or partial refunds. In the following cases: if you did not receive your Order, you may be issued a full refund; if part of your Order is missing, finditbh may issue a partial refund. In all cases, finditbh will consider relevant factors including the details of the Order and do our best to ensure your satisfaction. You will receive your refund as finditbh

credit on your finditbh account unless you request a refund to the original source of payment. Please contact finditbh via the Platform “Contact Us” feature and we will assist you.

Any cancellation, return, or refund of items or Orders shall be in accordance with the consumer protection laws and regulations applicable in Bahrain. finditbh will process such requests in compliance with the relevant legal standards and reserves the right to apply additional terms or conditions as permitted by law.

## **Price and Payment**

Once your Order has been accepted, this represents an agreement between you, the User and the Business Partner. The Business Partner has the sole responsibility for fulfilling your Order. finditbh acts solely as an intermediary facilitating the transaction and is not responsible for the fulfilment of the Order or any issues that arise in connection with the Order. Any disputes or concerns related to the fulfilment of the Order should be directed to the Business Partner.

finditbh does not provide any payment service either to Users or to third parties. All online payments are processed via your own issuer/payment service provider and the payment service providers in partnership with finditbh. Finditbh disclaims any responsibility for the payment processing, including any issues or disputes that may arise with your payment service provider. Users are encouraged to review and understand the terms and conditions of their own payment service provider for details on payment processing and related matters.

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

The way finditbh displays the prices of the Goods of the Business Partners may vary depending on the Business Partner and is subject to the applicable laws. Prices and additional charges (including but not limited to delivery, small basket or service fees) indicated on the Platform are according to the time of each Order and may be subject to future changes. finditbh reserves the right to charge fees (including but not limited to delivery, small order or service fees) for the Services as deemed necessary for finditbh’s business. The breakdown of the prices and additional charges (including but not limited to VAT, delivery, small order or service fees) are displayed before checkout. When you submit an Order, you agree to all amounts, additional charges and the final ‘Total’ amount which is displayed to you. This total amount represents the complete and final cost of your Order, and you accept full responsibility for all charges incurred. Any discrepancies or issues with the billed amount should be addressed in accordance with the applicable refund or dispute resolution processes as outlined herein.

### **Debit / Credit Cards:**

Please read the following Terms and Conditions of use and disclaimers carefully before using Debit/Credit Cards, whenever it is available:

- a) The User is liable to pay extra charges that the Business Partner might charge as a result of the "Special Request" or the "General Request" placed by the User.
- b) Users may cancel the Order if the delivery time exceeded the Business Partner’s delivery promise time.

- c) Users paid amount will be refunded back to your account.
- d) The User Order cancellation is limited to a maximum time of five (5) minutes from the time of placing the Order.
- e) The User refund procedure might take 2-7 working days to be initiated by finditbh, however, the time needed to process it on the Debit /Credit Cards bank payment gateway largely depends on the operations of the Central Bank of Bahrain. The User must follow up with the bank in case of any delay in crediting back the Users account with the amount previously paid by the User. finditbh will send an email to the User that contains a printout of the refund advice printed from Debit / Credit Cards bank payment gateway as reference.
- f) Users using the Debit/Credit Cards facility are requested to be available on their registered contact numbers. finditbh may need to contact Users to verify payment details, address any discrepancies, or provide updates related to their transactions. Failure to be reachable may result in delays or complications with processing payments or refunds.
- g) In the event of a missing item, the User may be eligible for reimbursement directly from the Business Partner. Reimbursement is applicable only for the missing item and is subject to the Business Partner's own reimbursement policy. Users should review the Business Partner's policy for specific terms and conditions regarding reimbursement. finditbh is not responsible for the reimbursement process or any decisions made by the Business Partner regarding the reimbursement of missing items.
- h) Credit or Debit cards used in placing Orders through the online payment gateway on the Platform must belong to the User, otherwise, the User must attain the legal permission from the card owner to perform the transaction.
- i) If you pay with a credit or debit card on the Platform, the transaction is processed by finditbh's third-party payment service provider(s), as the agent of the Business Partner. Delivery charges are calculated per Order and is based and set by the policy and decision of the individual Business Partner. Any delivery charges or any other fees will be displayed clearly in your Order summary.
- j) The User is entirely liable for placing an Order using the Debit/Credit Cards facility after carefully reading all the Terms.

## **Payment Methods**

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

finditbh reserves the right to offer additional payment methods and/or remove existing payment methods at any time at its sole discretion. If you choose to pay using an online payment method, the payment shall be processed by finditbh's third-party payment service provider(s). With your consent, your credit card payment information will be stored with our third-party payment

service provider(s) for future Orders. finditbh does not store your credit card or payment information. All payment data is managed and secured by the third-party payment service provider(s) in accordance with their privacy and security policies.

You must ensure that you have sufficient funds on your credit and debit card to fulfil the payment of an Order. finditbh will facilitate payments made through our Platform, including handling refunds, chargebacks, cancellations, and dispute resolution, provided that such actions are reasonable, justifiable, and conducted in accordance with these Terms. finditbh's responsibility is limited to processing these transactions as per our policies and does not extend to covering any issues arising from insufficient funds or unauthorized transactions.

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

### **Delivery Tips**

Delivery tip (as defined herein) is applicable for all Orders. When you place an Order on the Platform, you will have the option to pay a tip to the assigned delivery driver. finditbh will collect payment for the delivery tip using the payment method chosen by you for the Order. The delivery driver will receive the full amount of any delivery tip you choose to make, once the delivery is completed.

For Orders cancelled before delivery, finditbh will process a refund of any delivery tip paid by you to your finditbh account as finditbh credit or to the original payment method used for the Order, as per your request. Refunds require time to be processed by your credit card company and/or your bank. It can take anywhere from 7 - 14 business days. For international transactions, this period may extend up to 30 days, depending on your bank's processing times. finditbh will initiate the refund promptly, but the final processing and crediting to your account are managed by your financial institution. Delivery tips are not refundable once the Order has been delivered by the delivery driver.

If you have any questions or issues regarding your delivery tip, please reach out to our customer support via "Contact Us" feature on the Platform.

### **Validity of finditbh records**

Any disputes which may arise in relation to the finditbh Terms, the User agrees, states and warrants that any bookkeeping entry, microfilm, microfiche and computer records constitute a valid, binding, absolute and exclusive evidence. This article establishes the records as evidential contracts, and that the User hereby waives any and all kinds of objections to the validity of these records and the right to challenge them. The User also waives the right to contest the form in which these records are kept or to demand an oath regarding their accuracy.

### **Governing law & competent**

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

## Severability

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

## License

finditbh grants Users permission (which may be revoked at any time for any reason or no reason) to view the Platform and to download, email, share via social networking or print individual pages from the Platform in accordance with these Terms and solely for Users own personal, non-commercial use, provided that Users do not remove any trademark, copyright or other notice contained on such pages. Any other use of the Platform's content is strictly prohibited.

Users may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. Users may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Platform, except as specifically outlined herein. Except as specifically authorised by finditbh, Users may not deep link to the Platform for any purpose or access the Platform manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Platform or any information, content, or material on the Platform. finditbh reserves all of its statutory and common law rights against any person or entity who violates this paragraph, in accordance with applicable Bahraini intellectual property and digital content laws. Users may not link or frame to any pages of the Platform or any content contained therein, whether in whole or in part, without prior written consent from finditbh. Users may become a "fan" of the Platform or share links to the Platform via social networking technology reference on the Platform. Such activities are permitted within the scope defined by these Terms. Any rights not expressly granted herein are reserved by finditbh.

## Intellectual Property Rights

All trademarks, logos, images, and service marks, including these Terms as displayed on the Platform or in our marketing material are the Intellectual Property of finditbh and/or third parties who have authorized finditbh with the right to use such proprietary rights (collectively the “**Intellectual Property**”). Users may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify this intellectual property in any way without our prior express written consent. The use of finditbh Intellectual Property rights, including but not limited to finditbh trademarks and copyrights to the finditbh logo on any other platform, not approved by finditbh is strictly prohibited. finditbh will aggressively enforce its intellectual property rights to the fullest extent permitted by law, including pursuing criminal prosecution where applicable. finditbh neither warrants nor represents that Users use of materials displayed on the

Platform will not infringe or constitute a misappropriation of any rights of third parties not owned by finditbh or its affiliates. Users acknowledge that the use of any materials on the Platform is at their own risk, and finditbh is not liable for any claims or damages arising from such use.

## **Data Protection**

### **1. Collection of Personal Data**

We collect personal data that you provide to us directly when using our Platform, including but not limited to, your name, email address, phone number, payment details, and Order history. We use this data to process transactions, deliver Services, and improve user experience.

### **2. Use of Personal Data: Your personal data may be used for the following purposes:**

- i. To process and fulfil your Orders and transactions.
- ii. To manage your account and provide customer support.
- iii. To communicate with you about updates, promotions, and other relevant information related to our Services.
- iv. To analyse and improve the functionality and performance of our Platform.

### **3. Data Security**

We implement reasonable technical and organizational measures to protect your personal data from unauthorized access, loss, misuse, alteration, or destruction. Despite our efforts, no data transmission over the Internet or electronic storage is completely secure. Therefore, we cannot guarantee absolute security of your personal data.

### **4. Sharing and Disclosure of Data**

We may share your personal data with third-party service providers who assist us in operating our Platform, processing payments, delivering Orders, or performing other services on our behalf. We ensure that these third parties are obligated to protect your data and use it solely for the intended purposes. We may also disclose your personal data if required to do so by law, or if necessary to protect our rights, comply with legal obligations, or enforce our Terms.

### **5. Data Retention**

We retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including any legal or regulatory requirements. When your data is no longer needed, we will take reasonable steps to securely delete or anonymize it.

### **6. User Rights**

You have the right to access, correct, or delete your personal data. To exercise these rights, please contact us via the 'Contact Us' feature on the Platform.

### **7. Changes to This Policy**

According to future changes in Bahrain's law, we may update this Data Protection clause from time to time. Any changes will be posted on the Platform and shall be deemed effective immediately. Users are solely responsible to review this clause periodically to stay informed about how we protect your data.

## Contribution License

By posting contributions to any part of the Platform, Users automatically grant, and represent and warrant that they have the right to grant, to finditbh an irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide license to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such contributions for any purpose, commercial, advertising, or otherwise, on or in connection with the Platform or the promotion thereof. This license also includes the right to prepare derivative works of, or incorporate into other works, such contributions, and to grant and authorize sub licenses of the foregoing rights.

finditbh has the right, in our sole and absolute discretion, to (i) edit, redact or otherwise change any contributions, (ii) re-categorize any contributions to place them in more appropriate locations or (iii) pre-screen or delete any contributions that are determined to be inappropriate or otherwise in violation of this Agreement.

## Links to and from other Platforms

As a courtesy to Users, the Platform may offer links to other Platforms/applications. Some of these Platforms/applications may be affiliated with finditbh while others are not. finditbh is not responsible for the contents of any Platform/application pages created and maintained by organizations independent from finditbh. Visiting any such third-party Platform/application pages is at your own risk. finditbh has no control of these third-party Platform pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party Platform pages. Users, use of such information is voluntary, and Users reliance on such information should be made only after independent review. References to commercial products or services within any such third-party Platform pages do not constitute or imply an endorsement by finditbh. By using the Platform, you acknowledge that finditbh is neither responsible for the availability of, nor the content located on or through any third-party Platform pages.

## finditbh Rewards Program

### Terms & Conditions

finditbh rewards may or may not consider launching a finditbh rewards named the ‘Reward Program’ (referred to hereinafter as the “**Program**”) operating under the Terms set forth below.

#### 1. Eligibility

Only members and users of finditbh within the Kingdom of Bahrain and those who are selected and invited by the Company shall be eligible to join the Program (referred to hereinafter as the “**Rewards Program members**”). Such eligibility criteria may be subject to changes at any time.

#### 2. Acceptance and Disclosure

The Terms set out herein, together with finditbh's Privacy Policy available on its Platform shall govern finditbh's relationship with the Rewards Program Members including but not limited to the earning, expiration, redeeming of the Program's points.

By using finditbh's Platform, you will be invited to receive and redeem points of the Program, the Rewards Program Members agree that they:

- Have read and accept these Terms set out herein,
- Accept the collection, use, and disclosure of their personal data by the Company, the Program, and the Company's affiliates to any third party for any purpose related to the Program or the Company's business.
- Accept and acknowledge that the Privacy Policy of the Company, which is available on the Company's Platform, remains in effect and governs the collection, use, and disclosure of their personal information.
- Agree to review and understand the Privacy Policy, and their continued use of the Platform constitutes their acceptance of any updates or modifications to the Privacy Policy.

### **3. Termination or Modification**

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

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

The Company can immediately terminate the Program's membership account, which consists of an account member, if in its sole discretion and opinion, the account member has breached these Terms, or behaved fraudulently, or has provided the Company with false or misleading information. In such cases, the member's account will lose all the acquired benefits and any right of use immediately.

### **4. Earning and Redemption**

The Company's Program membership allows its account members **to earn and redeem points** exclusively for purchase Orders made through the Company's application and only within the territory of Bahrain, and in accordance with the rules, requirements and specifications set out below:

**Users will benefit from TO BE DETERMINED (\*\*) points for every one (1) BD spent and the opportunity to earn additional points from time to time as communicated by the Rewards Program.**

Provided that the User's membership is active and in good standing, as determined by finditbh, finditbh rewards points may be redeemed (i) in exchange for finditbh credit, Business Partner offers or other specific deals, as may be published from time to time on finditbh's Program section on the Platform.

Details of the finditbh rewards points are set out on the finditbh's Program section on the Platform. Reasonable efforts have been made to ensure that the information contained in the finditbh Program catalogue is accurate. finditbh does not guarantee and shall not be held responsible, for any errors, inaccuracies or omissions appearing therein.

Users can exchange points via the app for any of the items mentioned in the Program section of the Platform, to offset any specified fees and/or charges normally applicable to the finditbh Program user as determined by finditbh. Redemption of points in exchange for deals from finditbh authorised Business Partners who are subject to the Terms as may be prescribed by the issuer or supplier thereof from time to time.

Once issued, the redemption of credit and other vouchers are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, an Order for redemption cannot be cancelled, revoked, transferred or changed by the finditbh rewards account holder in any manner.

## **5. Expiration of points:**

The Program points earned from making a qualifying purchase as per the Program's catalogue, are only valid for a period of sixty (60) days from the date of crediting the points to the member's account.

## **6. Membership**

The Program's membership cannot be duplicated, shared, gifted and/or used for any purposes other than those provided and outlined in the Terms set out herein. The Program's membership or points may not be transferred or used, for any reason, by anyone other than the account member.

## **7. Claims; Cancelled, Modified, Delayed Orders**

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

**8. Responsibility** finditbh shall not be held responsible for any direct or indirect consequences associated with any force majeure events or malfunction beyond its control, and/or any direct or indirect consequences associated to the member's non-accordance use or fraudulent use with these Terms, or any misuse of the Platform.

finditbh expressly disclaims all warranties, whether express or implied, including but not limited to any warranties of accuracy, reliability, or fitness for a particular purpose concerning the Program or the Platform.

In no event shall finditbh be liable for any loss of profits, revenues, or data, or for any consequential, incidental, or punitive damages arising out of or in connection with the use or inability to use the Program or the Platform, even if finditbh has been advised of the possibility of such damages.

Users agree to indemnify, defend, and hold harmless finditbh and its affiliates from and against any claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or related to their use of the Platform, their breach of these Terms, or any fraudulent or unlawful conduct.

## **9. Governing Law**

These Terms and any disputes or claims arising out of, or in connection with, shall be governed by and construed in accordance with the law of the Kingdom of Bahrain.

## **10. Limitation of Liability**

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

Business Partners are solely responsible for the preparation, condition and quality of Goods sold to Users. In cases of Business Partner delivery services, the Business Partners are responsible for delivery of the Goods. finditbh shall not be responsible or liable for any loss, damage, expense, cost or fees arising from your contractual relationship with the Business Partner, including but not limited to issues related to the quality of Goods, delivery failures, or disputes over services. Users agree to resolve any such issues directly with the Business Partner and acknowledge that finditbh is not a party to the transaction between the User and the Business Partner.

## **11. Indemnity**

Users agree to indemnify and hold harmless finditbh, its parent companies, subsidiaries and affiliates, agents, officers, directors, or other employees from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with Users use of the Platform, with Users submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the

Platform, Users violation of these Terms, and any other acts or omissions relating to the Platform. This indemnity obligation includes any claims or disputes brought by third parties.

## **12. Amendments**

finditbh reserves the right to amend these Terms at any time at its sole discretion, and the amended Terms shall be effective immediately upon posting, subject to applicable laws. It is the Users responsibility to review the Terms regularly to stay informed of any modifications. Continued use of the Platform and its services after such amendments constitutes acceptance of the revised Terms. If Users do not agree with the amended Terms, whether in whole or in part, they must cease using the Platform and/or any of its associated services immediately.

## **13. Disclaimer**

The information, content, products, Services, and materials available through the application (whether provided by finditbh, Users, Business Partners and other users or other affiliates/third parties), including without limitation, Goods information, Orders, submissions, text, photos, graphics, audio files, video, and links, are provided "as is" and "as available" without warranties of any kind, either express or implied. To the maximum extent permitted by law, finditbh disclaims all representations and warranties, express or implied, including but not limited to warranties of Business Partners ability, fitness for a particular purpose, title, no infringement, freedom from computer virus, and implied warranties arising from the course of dealing or course of performance.

## **14. Prevailing Language**

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

## **Contact Us**

For customer support, you may reach out to us via the “Contact Us” feature on the Platform.