

Tabit Technologies Inc. ("Tabit" or "us," "our," "we") owns and operates an online ordering, payment, table reservation and related services platform available online and/or mobile application (collectively "App"). These Terms of Service ("Terms") govern your access to and use of the App and all content ("Content," as further defined below) and services available through the App ("Services"). "You" means any adult user of the App and/or Services or any parent or guardian of any minor whom you allow to use the App and/or Services, and for whom you will be held strictly responsible.

Please read these Terms carefully. These Terms govern your access to and use of the App and Services. By clicking on the button marked "I agree", you signify your assent to Terms. The manner in which we collect, process and transfer Personal Data (as defined in the Privacy Notice) is detailed in our Privacy Notice, which is available at [Privacy policy](#).

Changes may be made to these Terms from time to time. Your continued use of the App and/or Services will be deemed acceptance to all amended or updated terms. If you do not agree to any of these Terms, please do not use the App and/or Services.

Services

You may use the App and Services, in accordance with and subject to the terms set forth herein. Tabit reserves the right to modify or discontinue, either temporarily or permanently, the App, the Services or any part thereof, with or without prior notice and at its sole discretion. Tabit is not liable for any losses or damages resulting from any modification, suspension or discontinuance of Services and/or the App.

Use of and access to the App is void where prohibited by law. By using the App, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you either are eighteen (18) years of age (or any other age as required by applicable law) or older, or you have the permission of a parent or guardian to use the App and Services, to enter into these Terms, or otherwise have the ability to form a binding contract; and (d) your use of the App does not violate any applicable law, regulation, contract, or any obligation you may have to a third party.

Use of Services

The Services enable you to order and pay for products offered in certain restaurants (respectively "Products" and "Restaurant") through the App, whether you choose to visit the Restaurant, have the Products delivered ("Delivery") or pick up the Products yourself from the Restaurant ("Takeaway").

The Services may include features (such as "track your order" and feedback system), which can be used at your discretion.

By using the App or Services, you acknowledge that Tabit is not the provider of Products, and Tabit does not own, sell, resell, furnish, provide, manage and/or control any Products offered by Restaurants through the App. Tabit only facilitates the platform on which you can order Products, schedule a Delivery or Takeaway, and pay for Products and services provided by Restaurants. Tabit is not and shall not be responsible for the price, payment to and/or quality and/or provision and/or Delivery of the Products by the Restaurants or their respective employees and/or any damage caused relating to the Products and/or any services provided by the Restaurants and/or the conduct and/or behavior of any of employees, service providers and/or managers of the Restaurants. Any Delivery and/or Takeaway shall be scheduled between you and the relevant Restaurant and Tabit shall not be liable for any Delivery and/or Takeaway or anything relating thereto.

Fees and Payment

Prices of Products are at the Restaurant's sole discretion. Tabit does not guarantee that the prices displayed on the App reflect the price of a Product as sold by the Restaurant and certain Products or services may be sold at prices lower or higher than those displayed on the App. Prices published on the App include applicable taxes and/or VAT and do not include any delivery fees, which shall be paid in addition to the price displayed for the Product(s). Tabit shall not be liable for any pricing errors, discrepancies, and/or inaccuracies which may exist between the prices displayed on the App and the price actually charged by the Restaurants and will not be liable for any damage caused to you or to any third party as a result of your reliance on the displayed prices.

At each Restaurant's sole discretion, you may be able to choose to make payment through the App or directly to the Restaurants.

If you choose to pay directly through the App, the credit card connected to your Tabit account will be charged upon completion of your order. Tabit shall not process any payment attempts with an incorrect or expired credit card or a credit card that has reached its credit limit, and shall have the right to terminate your account in such a case, at its sole discretion. However, in the event such a payment is processed, Tabit reserves the right to collect funds for any uncollected transaction charges or fees owed. You shall be responsible and liable for any costs that Tabit may incur in its efforts to collect any unpaid balances from you including, but not limited to, attorneys' fees and collection costs. A transaction is not finalized until you have paid the fees and received an order confirmation through the App.

Payment in respect of Products can also be made by you directly to the Restaurant, as agreed between the Restaurant and yourself or as detailed in the App with respect to the relevant Restaurant.

In such event, it is the responsibility of the Restaurant to determine whether collection of any applicable taxes is required, and to clarify such information during payment for the Products. Tabit does not accept any responsibility for the calculation or collection of any applicable taxes.

Minimum for Delivery, Cancelling Orders and Complaints

Tabit and/or the Restaurant(s) reserve the right to cancel the delivery of any Product(s) in the event that an order does not meet the minimum required for delivery, subject to the specific Restaurant's requirements. Please review the relevant Restaurant's terms for further information. In the event that Tabit and/or the Restaurant cancel a pre-paid order for any reason, you will be refunded by the Restaurant, subject to the relevant Restaurant's terms and policies in accordance with the method of payment. Except as otherwise set forth herein, no refund shall be provided for any purchases made through the App.

If you have a complaint with regard to the App or the Services, please contact us at info@tabit.cloud. If your complaint concerns services provided by a Restaurant, please contact such Restaurant directly. With respect to Services provided through the App, we will use commercially reasonable efforts to verify your complaint as soon as reasonably practicable. Tabit does not undertake to verify or resolve complaints regarding Restaurants.

Account Registration

You may use the App and/or Services without creating an account, however, in order to access certain additional features, you will be required to create an account. Creating an account involves providing Tabit with certain Personal Data, as well as credit card details, which, may be transferred to the relevant Restaurant upon receipt of a payment for the Products you purchased. We may change the method of registration at our discretion. You agree to notify us immediately of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system or mobile phone device, for safeguarding your Tabit password and all activity on your account, even if such activities were not committed by you, and you shall notify Tabit immediately of any unauthorized use of your account or password. We will not be liable for any

losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold us harmless for any unauthorized, improper or illegal use of your account and/or the App, including any charges and taxes incurred, unless you have notified us via e-mail to info@tabit.cloud that your account has been compromised, and have requested that we block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the App and/or Services. We reserve the right to refuse to allow you to use or terminate your account for any reason, at our sole discretion.

Termination of Account

Tabit may for any reason, without notice and at its sole discretion, terminate your account and remove from the App any Content (as defined below) associated with your account. Grounds for such termination may include, but are not limited to, (i) extended periods of inactivity; (ii) violation of the letter or spirit of these Terms; (iii) fraudulent, harassing or abusive behavior; (iv) behavior that is harmful to business interests of Tabit or Restaurant(s), including any attempt to maliciously harm business through negative reviews and publications; or (v) failure to make payment in accordance with the terms specified herein. Upon termination of your account, you shall not have any further access to your account including to any Content (as defined below) that may be available through your account and you may not rejoin Tabit without our express permission.

If we believe, at our sole discretion, that a violation of these Terms or any illegal or inappropriate usage or behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate usage or behavior regarding the App and Services. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior on or through the App. You may request termination of your Tabit account at any time and for any reason by contacting us at info@tabit.cloud. Any suspension or termination of your account shall not affect your obligations to Tabit and/or to any Restaurants under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their purpose and context are intended to survive such suspension, termination or cancellation.

Content

Certain types of content may be made available through the App and/or the Services. "Content" as used in these Terms means, collectively, all the content on or made available through the App or through the Services, including but not limited to, any pictures, photos, videos, menus, pricing, and information including information about Products or Restaurants, and any modifications or derivatives of the foregoing. It is hereby clarified that Content uploaded to the App, including pictures and images of products and any modifications of such, are for illustration purposes only and do not and will not bind Tabit.

The Services may allow you to add certain content and/or data. All content added by users of the App and/or Services, including, without limitation, any feedback and/or ratings regarding Restaurants and/or Products, and suggestions, requests, ideas or improvements regarding the App and/or Services you provide to us, is referred to as "User Content." You are fully and solely responsible for any User Content you submit through the Services. You represent and warrant that any such User Content complies with all applicable laws, that you have all necessary rights to submit any such User Content through the Services, and that no such User Content infringes upon or violates, or will lead to an infringement or violation of any third-party intellectual property rights, privacy or publicity rights, or moral rights. If you provide us with data that is considered sensitive or subject to specific regulatory or statutory protection regimes, such as health related data, you undertake that you have received the data subject's explicit consent to provide us with such data, all as may be required by applicable law. Tabit has no obligation to accept, display, review or maintain any User Content. Moreover, Tabit reserves the right to remove and/or permanently delete any Content, including any

User Content submitted or modified by any user at any time, without notice and for any reason. WE DO NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH USER CONTENT.

Tabit may, at its sole discretion, choose to monitor certain User Content for inappropriate or illegal behavior, including through automatic means, provided however that Tabit reserves the right to treat User Content as content stored at the direction of you and/or other users of the App, as applicable, for which Tabit will not exercise editorial control except when violations are directly brought to Tabit's attention. Tabit has the right to edit, delete, distort, modify or move User Content from the App and/or Services without notice for any reason at any time. Additionally, Tabit has the right to refuse to transmit any User Content (without notice for any reason at any time).

Content on the System comes from a variety of sources. You understand that Tabit is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to this Content (including but not limited to User Content). Although users must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials to which you may be involuntarily exposed, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

Content Restrictions

Without limiting the foregoing, you agree that you will not transmit, submit or post any User Content that: (1) violates the legal rights of others, including defaming, abuse, stalking or threatening any employees or users; (2) infringes (or results in the infringement of) the intellectual property rights, moral rights or other rights of any third party; (3) is in furtherance of (or you (should) reasonably believe to be in furtherance of) illegal, fraudulent, or unauthorized, counterfeiting, pirating, unauthorized, or violent activity, or that involves (or you (should) reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (4) does not comply with all applicable laws, rules and regulations; (5) publishes falsehoods or misrepresentations that may damage us or any third party; (6) imposes an unreasonably or disproportionately large load on our infrastructure; or (7) posts, stores, transmits, offers, or solicits anything that contains (or that you know contains links to) the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component, or (e) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

Use Restrictions

You may not do or attempt to do any of the following: (1) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services or the App without our prior written authorization, including framing or mirroring any part of the App; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or the App or features that prevent or restrict use or copying of any Content; (3) use the App and/or Services in connection with any commercial endeavors in any manner; (4) use any robot, spider, program search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the App and/or Services; (5) use or access another user's account or password without permission, or

attempt to execute any of the abovementioned actions; or (6) use the App or Services in any manner not permitted by these Terms.

Intellectual Property

Tabit and as the case may be, its vendors or service providers, own the App and Services and all Content available therein, including all worldwide intellectual property rights in the App and Services, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, duplicate, distribute, display, perform, sublicense, retransmit, republish, modify, alter download, post, broadcast, transmit, create derivative works of, transfer, sell or otherwise use the App and/or Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the App and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Tabit or any third party.

You own all User Content you submit through the App and/or Services. By submitting or posting any User Content, you grant Tabit and its successors and assignees a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, publicly display, and publicly perform such content on, through or in connection with the App and/or Services in any media formats and through any media channels, including without limitation, for commercially promoting the App and/or any of our Services as may be decided by Tabit or any person or entity on its behalf from time to time.

Disclaimers & Disclaimer of Warranty

Your use of the App and/or Services is at your sole discretion and risk. The App and/or Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. While we make reasonable efforts to provide Content that is informative and useful, we do not make any warranties or representations in respect of any Content.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE APP AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE APP AND/OR SERVICES; OR (II) THAT THE APP AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE APP AND/OR SERVICES.

We are not responsible for any incorrect or inaccurate Content posted on the App or in connection with the Services, or information regarding a service as provided by a Restaurant. Some of the information relating to the Products and/or services offered for sale on the App, including but not limited to the price of the specific Products and/or services, is received from the Restaurants and is entered to the App "as is" Tabit does not check for accuracy of pricing and/or information provided by Restaurant and shall not be liable for any discrepancies, inaccuracies, or errors in relation to the information or to the products' and/or services' nature or suitability for your needs. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Third Party Applications and Services

Portions of the App and/or Services may involve linking to or using web sites belonging to third parties. The App may also provide you with links to access the sites of third party Restaurants including, without limitation, for the purpose of reviewing or using their Products and services. We have no control over third-party sites and/or mobile applications, and all use of third-party sites and/or mobile applications and services is at your own risk. Additionally, we cannot accept responsibility for any payments processed or submitted through such third party sites and/or mobile applications, or for the privacy practices of any such sites. We are not responsible for content or services available by means of such sites and/or mobile applications. We do not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party sites.

Limitation of Liability

We assume no responsibility for any, and you shall not have any claim against Tabit in relation to, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of the App and/or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any part of the App and/or Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the App and/or Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the App and/or Services, from any Content posted on or through the App and/or Services, or from the conduct of any users of the App and/or Services, whether online or offline.

Tabit is not and will not be held responsible for, any claim of inaccuracy in the details provided by you at the time of ordering through the App and/or for details that were not properly stored in Tabit's computer system and/or for any damage, and/or any other claim in connection with any order through the App.

You hereby acknowledge that while users must agree to these Terms, it is possible that other users, including unauthorized users, may post or transmit offensive or obscene materials that you may be involuntarily exposed to such offensive or obscene materials, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against Tabit arising out of such actions. It is also possible for others to obtain personal information about you due to your use of the App and/or Services, including through any content that you make available through your account. We are not responsible for the use of any Personal Data that you disclose on the App or through any Content, except as detailed in our Privacy Notice. By making any information (including but not limited to your contact details, location or description of materials) available through the App you acknowledge that you understand and have agreed to such risks.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE APP AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE SERVICES PROVIDED AS PART OF OR THROUGH THE APP, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND OUR AGGREGATE CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER ANY AND ALL CAUSES OF ACTION SHALL BE LIMITED TO THE FEES RECEIVED BY TABIT FROM YOU IN THE 6 (SIX) MONTHS IMMEDIATELY PRECEDING ANY CLAIM OR CAUSE OF ACTION. AS

SUCH, IF YOU HAVE NOT MADE ANY PAYMENTS TO TABIT FOR THE USE OF THE APP AND/OR SERVICES, THEN TABIT SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

Indemnification

You agree to indemnify, defend, and hold Tabit and our respective employees, directors, officers, subcontractors, service providers, and agents harmless against any and all claims, damages, or costs or expenses (including attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer, mobile device or password; (b) any claim, loss or damage experienced from your use or attempted use, or inability to use, the App and/or Services, including any transactions that you conduct or attempt; (c) your violation of any applicable law or regulation, related to use of the App and/or Services; (d) your infringement of Tabit's intellectual property rights and /or any right of any third party related to use of the App and/or Services; and (e) any other matter for which you are responsible hereunder or under applicable law.

Miscellaneous

These Terms shall be governed by the laws of the State of Israel exclusive of its choice of law rules. You agree that any legal or equitable action of whatever nature by or against Tabit arising out of or related in any respect to these Terms shall be brought only before the jurisdiction of the competent courts of Tel-Aviv, pursuant to any applicable Israeli laws pertaining to subject matter jurisdiction, and you irrevocably consent to their jurisdiction. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against Tabit must be brought within one (1) year of the date such cause of action arose or within one (1) year of having become aware or of when you should have reasonably become aware of such cause of action. You shall not be entitled to assign any of your rights hereunder to any third party, and any assignment in violation of the foregoing shall be void. Tabit may assign and/or transfer its rights under these Terms, or any part thereof, to any company or third party at its sole discretion without prior notice. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Tabit or enables you to act on behalf of Tabit. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account that you provided upon registration.