

Chic Nonna Dubai Payment T&Cs

1. TERMS OF USE

The following terms and conditions apply to any person accessing or using this website <https://chicnonna.com> which is owned and made available by Chic Nonna Osteria Gourmet and Lounge Ltd. Any reference to “Chic Nonna”, “we”, “our” or “us” includes our employees, officers, agents, shareholders, related entities, sub-contractors, service providers and suppliers. Similarly reference to “users”, “you” or “your” in these Terms refers to you, the person accessing or using the Website. The display of information on the Website and your viewing, accessing, using, and/or downloading of the same from the Website shall be referred to as the “Services”.

2. CONSENT

- 2.1. By continuing to access/use our Website, subscriptions, and other digital media on which these Terms are posted or referenced, you are entering into a binding agreement, upon these Terms of Chic Nonna Osteria Gourmet and Lounge Ltd with its headquarters at Dubai, UAE.
- 2.2. These Terms, the Privacy Policy, and any additional document we incorporate by reference in these Terms, constitute the complete agreement between us and an electronic signature is not required by you or us for purposes of agreeing to these Terms.
- 2.3. You must not continue to use the Website or our Services, if you do not agree with these Terms, or any subsequent changes thereto or become dissatisfied with us, the Website or our Privacy Policy.
- 2.4. These Terms may be updated or amended by us at any time at our sole discretion. It is your responsibility to review these Terms and the Privacy Policy for any such updates or amendments, each time you use the Website and/or our Services and you must not continue to use the Website or our Services, if you do not agree to the said updates or amendments.
- 2.5. You may print a copy of these Terms for your personal use and understanding and in case of any difficulty printing these Terms or in obtaining a hard copy or electronic copy of these Terms, you may email us at reservation@chicnonna.com.

- 2.6. You acknowledge that it is your sole responsibility to obtain and maintain all facilities, products, and equipment including updated antivirus software, that you may need in order to use the Website and the Services. At all times, you are responsible for providing your own equipment, software, and telecommunications infrastructure.

3. TERMS OF ACCESS TO THE WEBSITE AND EXCLUSION OF WARRANTIES AND REPRESENTATIONS

- 3.1. You may access the Website without charge however only on a temporary basis. You may only use the Website for your own domestic, private and non-commercial use.
- 3.2. We do not promise uninterrupted access to the Website at all times and we are in no way liable to you for any such interruption in access or Services. We may suspend, remove, stop using, update, or change all or any portion of the Website and its contents without prior warning. Furthermore, we make no representations or warranties, implied or otherwise, on the content, technology, errors or omissions in the Services or Website. We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own updated virus protection software.
- 3.3. Though we have taken all foreseeable and reasonable steps to ensure the accuracy of all content on the Website, you should not rely on it as professional /specific advice of any kind. The content was created for general information purposes only to the extent permitted by law and is not a substitute to professional advice.
- 3.4. This Website may not always contain the correct or most up-to-date information, details and descriptions relating to our Services since the information, details and descriptions set out on this Website, including the details regarding the menus, Products, services, and available careers, may change from time to time.
- 3.5. The Website and the Content are supplied on an “as is” basis and have not been compiled or supplied to meet your individual requirements. It is your responsibility to satisfy yourself prior to entering into this agreement with us that the Services available from and through the Website will meet your individual requirements and be compatible with your hardware and/or software.
- 3.6. To the extent allowed under the applicable laws, the Website and the Services are provided without any representation or warranty whatsoever, whether

express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content.

- 3.7.** Marketing Material: Some of the Services may be supported by advertising revenue and may display marketing and promotional materials. The manner, mode and extent of advertising by us on this Website are subject to change without specific notice to you. In consideration of us granting you access to and use of the Services, you agree that we may place advertising on this Website. Part of the Website may contain advertising information or promotional material or other material content submitted to us by third parties. You agree that the said third party shall be exclusively responsible for ensuring that material submitted for inclusion on the Website or mobile apps complies with applicable international and national law. Your correspondence or business dealings with, or participation in promotions of, advertisers other than us found on or through the Website and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. We will not be responsible or liable for any error or omission, inaccuracy in any marketing material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Website and mobile apps, as the case may be.
- 3.8.** You have the facility of making online bookings to our restaurant by visiting our website. We use a third party service provider, Seven Rooms' proprietary reservation and inventory management system (the "Platform"). The Platform interacts with us to find available reservations, to secure, change or cancel online reservations, and to confirm that reservations were honored. Where reservations are placed directly with us, using the Platform, or through other third-party reservation services that we may use, your information is recorded in (or transferred to) the Platform to assist us in managing the reservation and provide services to you. You may reach out to privacy@sevenrooms.com if you have any queries in this regard.
- 3.9.** We have a "No-show/Cancellation policy" for each of our restaurants. The No-show or cancellation fee will vary depending on the restaurant and will be informed to you at the time of booking on SevenRooms Platform. By leaving your card details on the platform, you accept the cancellation policy of the restaurant and consent to the charges associated with this. The payment will be initiated by the restaurant within 48 hours after the no-show has occurred.
- 3.10** For pre-payments associated with certain bookings (e.g. large group

bookings, table/sunbed reservations, minimum spends, events), the cancellation policy still applies.

- 3.10.** Refunds and Disputes: No refunds will be issued for no-shows and late cancellations. Any dispute can be raised through contacting reservation@chicnonna.com

4. ACCEPTABLE USE OF WEBSITE OR SERVICES

You agree that the Website, its contents (including source code) and the Services (i) may only be used by you for lawful purposes and in compliance with the Terms or any applicable Federal, local or international law or regulation; (ii) shall not be copied, modified, reproduced or distributed/ sold unless expressly permitted to do so by us.

You agree not to perform any act which may damage, disrupt or otherwise interfere with the functionality or the operation of any part of the Website or our Services.

- 4.1.** You must not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website and the Services will cease immediately.
- 4.2.** You agree not to use the Website for “spoofing”, “hacking”, “flaming”, “cracking”, “phishing” or “spamming” or any other activity designed or aimed at achieving the same purposes.
- 4.3.** On notice from us, you agree to stop any activity which we do not consider, in our sole and absolute discretion, to be fair use.
- 4.4.** You may create hyperlinks to the Website so long as you don’t portray us in a false, confusing, misleading, offensive, or other manner, or otherwise connect us to any offensive or offending content. Any such hyperlinks to the Website shall be prominently displayed.
- 4.5.** Hyperlinks provided on this Website to other third-party sites including social media platforms, are provided “as is” and we do not necessarily agree with, edit or sponsor the content on such websites. If you link to such third-party websites, you will be subject to such third-party websites’ terms and conditions and other policies. We will also not be liable for any loss or damage that may arise from your use of such third-party websites.

- 4.6. Any restrictions on the use of the Website or the content shall also apply to any part of the Website or the content which may be cached when using the Website or the content.
- 4.7. You will not directly or indirectly attempt to:
- 4.7.1. decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the content (“the Programs”) or any files contained in or generated by the Programs by any means whatsoever;
 - 4.7.2. remove any product identification, copyright or other notices, from the Programs or documentation;
 - 4.7.3. disseminate performance information or analysis of the Programs from any source.
- 4.8. If you post comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information to the Website, the content you supply (“User Generated Content”) must not:
Be obscene, abusive, offensive, sexist or racist; promote hatred or physical harm against anyone, promote or condone terrorism, violence or illegal behaviour nor be defamatory of anyone; Be true and honest to the best of your knowledge; infringe the intellectual property rights, personal data or confidential information or privacy of anyone else;
- 4.9. We reserve the right to refuse to accept or cease to use, remove any User Generated Content supplied by you, for the reasons above or no reason, at our sole discretion. We reserve the right, at any time and without prior notice, to remove, block, or disable access to any content on Website or any content as may be provided by you that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or applicable laws / third party rights or otherwise harmful to the Services or us or our stakeholders in our sole discretion and shall further have the right to take appropriate recourse to such remedies as would be available with us under various statutes. Subject to the requirements of applicable law, we are not obligated to return any of User Generated Content to you under any circumstances.
- 4.10. In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation (i) comment facilities; (ii) chat rooms; and/or (iii) bulletin boards, (together “Interactive Services”) which may be automated or monitored. Where such Interactive Services are provided, we will use reasonable endeavors to provide accurate information to you about the kind of service offered and monitor the same. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

- 4.11. The Interactive Services are not intended to be used by, or targeted to, a minor. The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian.

5. INTELLECTUAL PROPERTY

- 5.1. The Website and its Contents, including but not limited to, text, photographs, graphics, illustrations, video, sound and other material are owned/licensed by us. We reserve all rights (including all intellectual property rights of Contents) not expressly granted herein to the Website and the Content we make available on or via the Website. No part of the Website, including, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 5.2. The Website and its Contents are intended solely for personal, noncommercial use by the users of our Website. If you download or print a copy of the Content for personal use, you must not tamper any copyright and other proprietary notices contained therein and shall retain them 'as is'. You also agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein.
- 5.3. Any User Generated Content or communication sent to us through the website will be considered as non-proprietary and non-confidential. Without limitation, we will have exclusive ownership of all present and future existing rights to the User Generated Content of every kind and nature everywhere. However, you acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. By providing the User Generated Content, you grant us without compensation a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the User Generated Content, and you irrevocably waive, against us and its users any claims/assertions, whatsoever of any nature, with regard to such User Generated Content.

6. OUR LIABILITY

- 6.1. We shall not be liable for any damage, loss or liability (including any indirect, consequential, special or incidental damages) of whatsoever nature arising from your use of or inability to use the Website or the Services or Content provided from and through the Website even in the event of our negligence. Our total

liability to you for all losses, damages, and causes of action (in contract, tort (including without limitation, negligence) or otherwise) will not be greater than the amount you paid to access the Website.

6.2. Nothing in the Terms excludes or limits our liability where it would be unlawful under UAE Laws.

6.3. We are not liable for any loss, damages or injury caused by, including but not limited to, any defect, omission, delay in operation or transmission, error, interruption, computer virus, or failure of performance.

7. TERMINATION OF YOUR ACCOUNT / ACCESS TO THE SERVICES

7.1. If you have an account with us, you may terminate the same at any time by contacting us via the “Contact Us” link at the bottom of these Terms, and ceasing further use of the Services. Upon termination, you must destroy all Contents that pertains to us or downloaded from Website or forwarded by us via electronic mail.

7.2. We may terminate your use of the Services and deny you access to the Services in our sole discretion for no reason or any reason, including your violation of these Terms. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account / linkage to our Website and all related information. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your account or access to the Services.

8. YOUR PERSONAL INFORMATION

8.1. We may collect your personal information from you. Your personal information will be collected, used, and stored in line with our Privacy Policy.

8.2. By giving us access to or submitting your personal information, you give us permission to collect, use, and store that information for the purposes outlined in this privacy policy.

8.3. We reserve the right to use and/or disclose any information, personal or otherwise, as may be necessary to satisfy any law, regulation, or legal request, to maintain the Website’s integrity, to carry out any requests from you, or to assist with any legal inquiry or public safety inquiry.

9. INDEMNITY

- 9.1. To the extent allowed under the applicable laws, you agree to defend, indemnify us and hold us harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from (i) your use of and access to the Website and/or the Services; (ii) your violation of any term of the Terms; (iii) your violation of any third party intellectual property rights or privacy right; (iv) any claim that your content caused damage to a third party.
- 9.2. This defense and indemnification obligation will survive termination, modification or expiration of the Terms and your use of the Services and the Website.

10. ELECTRONIC COMMUNICATION

- 10.1. By using the Website and/or the Services, you agree that all contracts, notices, disclosures and other communications that we send to one another, satisfies any legal requirements, including the requirement that such communications be "in writing". For the purposes of this clause, a "data message" means data generated, sent, received or stored by electronic means.
- 10.2. Further, you agree specifically that:
- 10.2.1. the contract will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website and/or Services;
 - 10.2.2. an electronic signature is not required for purposes of agreeing to the Terms and that your use of the Website and/or the Services is sufficient evidence of your agreement to the Terms;
 - 10.2.3. any data message that we send to one another will be deemed to have been sent from our physical address if your usual place of business or residence is not located within the United Arab Emirates.
 - 10.2.4. subject to these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who has authority to act on our behalf in respect of that data message has acted on the same.

11. GENERAL PROVISIONS

- 11.1. These Terms, including Privacy Policy, constitute a binding agreement between us, and supersede all prior agreements (oral or written) between the parties regarding the subject matter herein.
- 11.2. Applicability of these Terms and Privacy Policy terms are effective until termination in accordance with these Terms. All provisions of the Terms / Privacy terms regarding representations, warranties, indemnification, disclaimers, and limitations of liability shall survive the termination of the Terms.
- 11.3. Both parties acknowledge and agree that no partnership is formed, and neither party has the power or the authority to obligate or bind the other.
- 11.4. Our failure to comply with these Terms and Privacy Policy because of an act of God, war, fire, riot, terrorism, earthquake, actions of UAE authorities or for any other reason beyond our reasonable control, shall not be deemed a breach of these Terms and Privacy Policy.

12. GOVERNING LAW AND MISCELLANEOUS PROVISIONS

- 12.1. These Terms, including Privacy Policy, are governed by and shall be construed in accordance with the laws applicable in the Emirate of Dubai, United Arab Emirates without giving effect to any principles of conflicts of law. Any controversy or dispute involving Chic Nonna Osteria Gourmet and Lounge Ltd or its affiliates arising from or in any way related to these Terms or Privacy Policy or your use of the Website shall be heard in the appropriate courts in the Emirate of Dubai, United Arab Emirates (to the exclusion of DIFC Courts).
- 12.2. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or inapplicable or unlawful (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction), the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.
- 12.3. The termination of any contract created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination

13. CONTACT US

13.1. If you have any questions or concerns regarding these Terms, our Privacy Policy or any documents uploaded by reference, please mail us at reservation@chicnonna.com.