

Service Overview

Dukkaani is a pan Arab smart shopping platform transforming all shopping stores to sell their products online and we started in UAE as a beginning, also it is the only application that provides all grocery items supported by clear images.

Groceries delivered to you in just a few clicks! No need to go out to the supermarket or local store. Access the app from anywhere, select a store, browse products and click to buy!

Buyer can have it delivered to any address-home, office or the park.

Dukkaani records all orders history. Re-order with just a click. And save your favorite orders.

The seller determines the fastest possible delivery time for every new order, which also depends on the distance between delivery address and store.

Pay by credit/debit card as well as cash at delivery.

ACCEPTANCE TERMS OF USE:

By registering to our smart application and using Dukkaani services through the Smart phones, you agree to these Terms of Use (defined below) and any additional terms applicable to certain programs in which you may elect to participate. You acknowledge that you will regularly visit the Terms of Use (defined below) to familiarize yourself with any updates. Any other terms contained herein or incorporated herein by reference, are collectively referred to as the "Terms of Use." The term "using" also includes any person or entity that accesses or uses the Service with crawlers, robots, data mining or extraction tools or any other functionality.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP USING THE SITE AND DO NOT USE ANY DUKKANNI SERVICE, PARTICIPATE IN ANY PROGRAM OR PURCHASE ANY PRODUCT OR OTHER GOOD OR SERVICE OFFERED THROUGH THE Smart phone .

1. PRICE AND DELIVERY CHARGES:

From your smartphone you will be able to find your favorite local store , all information about the stores are available starting from their working hours and distance of delivery presented with some internal photos of the store.

Each store will maintain product prices individually, and minimum order price for delivery. Dukkaani does not involve in their pricing scheme, so you may find variation in prices between different stores for the same product. All prices would be the same as at the store location, and Dukkaani will not add any markup margin in the order pricing.

After you place the order, store should confirm the availability and updated product pricing, so you may find different in your order prices after been confirmed by the store.

Some product will be sold in different pricing scheme like (Qty, Kilo or Bottle).

Service charges fee will be applied for each order, fixed at 3 Dirhams.

2. PRODUCT ORDERING:

As explained earlier each Store will maintain their products pricing, so when you place the order we will not charge your card, and the order will be processed by the Store to check the products availability and updated pricing, then you will receive a notification from the store with confirmed pricing and available products, and some alternative products for non-available one. And you have the choice to accept the new pricing or cancel the order, or remove some products and then confirm the order.

If you confirmed the order then we will request you to fill payment method and credit card details for the first time, and we will charge your card then the store will be notified instantly to deliver the order within the specific timing agreed by the store. And you will receive an email immediately with order and payment details. After you received the order, you are requested to update the status of your order in order history screen and rate the Store service, and in the worst case if the Store failed to deliver the order or you was unsatisfied with the products quality, you can cancel the order in this late stage (within 24 hours of your order) and we will

contact you and the Store administration to confirm the case and start the process to refund your money back to you.

For any partial order rejection by the buyer it should be solved and agreed between the buyer and the store.

The Dukkaani application registrant is responsible of all orders placed by his account at Dukkaani platform.

3. PAYMENT METHODS:

- United Arab of Emirates is our country of origin and Dukkaani Smart Shopping is providing services with in UAE only.
- All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.
- We will not collect or pass any debit/credit card details to third parties.
- Customer to take appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, (www.dukkaani.com) cannot guarantee the security of any information that is disclosed online'.
- Dukkaani Smart Shopping is not responsible for the privacy policies of websites to which it links. If you provide any information to such third parties different rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.
- The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore, the Customers' are encouraged to frequently visit these sections to be updated about the changes on the website. Modifications will be effective on the day they are posted
- Payment for the confirmed order may be made by debit or credit card, also cash or card on delivery might be available in case the service is being provided by chosen store. The debit and credit cards accepted by us are those listed on the Dukkaani app in the payment screen.
- For your convenience shopping with Dukkaani app , we offer you one-time credit card Authorization for payment will be requested from your

bank/card issuer at the time of your order, and we will securely store your card information at the payment gateway company , and will generate encrypted Token for your card information, which will be used for all your payment transactions, that will protect your credit card information from traveling through the Internet every time you do the payment, and will make your shopping faster and easy .

- We reserve the right to close your accounts and stop you from using our service for any security threaten.

4. ORDER DELIVERY:

After the buyer placing the order the Store will receive all order details on his Smart device provided by Dukkaani, in addition to Buyer name and Address, and If the Store confirmed the order within his delivery distance and time frame of order delivery, and received paid order notification, then the Store obliged by the contract with Dukkaani to deliver the order instantly.

The buyer is responsible to provide accurate address information and valid contact number.

The buyer reserve the right to cancel the order if he is not satisfied with products quality and that's conditioned with full order rejection and no partial order acceptance.

5. LIMITATION OF LIABILITY:

5.1. Our Content is for your general information and use only and is not intended to address your particular requirements. While we aim to update the Application regularly, any of Our Content may be out of date and we assume no responsibility for updating it. In particular, Our Content does not constitute any form of advice, recommendation or arrangement to you by us and is not intended to be relied upon by you in making (or not making) any particular decision.

5.2. We have no liability to you because of:

(a) Any reliance you placed on Our Content; and

(b) Any arrangement made between you and any third party named on any mobile application, which was made at your sole risk and responsibility.

5.3. Because of the number of sources from which we obtain Our Content and the nature of electronic distribution via the internet, we do not give any warranties in respect of the Application or the Application Services. In particular, the Application Services are provided on an "as is" basis. We disclaim all warranties, conditions or duties of every nature whatsoever (except any duties of good faith), including without limitation, any implied warranties of merchantability, of fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy or timeliness. In addition, we do not warrant that the Application Services are free from infection by viruses or anything else that has contaminating or destructive properties.

5.4. Our liability towards you shall limited to the amount of fee received by us for any Application Services in connection with which the liability has arisen.

5.5. To the fullest extent allowed by applicable law, you agree that we will not be liable to you and/or any third party for any consequential or incidental damages, including loss of business, income or revenue, lost profits or contracts, loss of data, privacy or goodwill, failure to meet any duty including but not limited to any duty of good faith or any indirect, special, or punitive damages whatsoever that arise out of or in connection with the use of the Application or the Application Services or any breach of our Terms by us, even if we have been advised of the possibility of such damages.

5.6. You agree to fully indemnify, defend and hold us and our affiliates, and their respective officers, directors, owners, agents, information providers and copyright owners from and against any and all claims, losses, costs and expenses (including attorneys' fees) incurred by any such party in connection with any claim arising from your use of or connection to the Application, or from any breach by you of these Terms.

6. DISCLAIMER:

THE CONTENT OF THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

NEITHER US OR ANY OF OUR AFFILIATE WARRANT THAT THE SITE OR ANY FUNCTION CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE EXPRESSLY DISCLAIM ANY DUTY TO UPDATE OR REVISE THE CONTENT OF THE SITE, ALTHOUGH WE MAY MODIFY THE CONTENT AT ANY TIME WITHOUT ANY PRIOR NOTICE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH YOUR USE OF THE SITE. WE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THE SITE.

We neither represent nor warrant that the service, or any part thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to use the service do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the service availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

7. INDEMNIFICATION:

You agree to defend, indemnify and hold us and each of our respective officers, directors, employees, shareholders, agents and representatives harmless from and against any and all claims, damages, costs and expenses, including legal fees, arising from or related to your use of the service and/or your breach of any representation, warranty, condition or other provision of the Agreement.

8. CUSTOMER COMPLAINTS:

Any complaints should be addressed to our Service Helpline – you will find an e-mail link or address and telephone numbers listed on our application in the "Contact Us" section.

9. SPECIAL OFFERS PROMOTIONS AND COMPETITIONS:

From time to time, and in our complete discretion, purchases of goods may be subject to special offers. In the event that such a special offer applies to your purchase, the terms of such special offer shall be subject to this Agreement. If there is any conflict between the terms of a special offer and this Agreement, this Agreement shall prevail unless specifically excluded.

We may change the terms of special offers, or withdraw them altogether, at any time and without prior notice. Subject to the conditions of this Agreement, we will honor at the offer price any order placed by you before an offer ends, or is amended or withdrawn.

We reserve the right in our complete discretion to offer different customers different special offers and promotions.

10. GENERAL:

If any of terms and conditions of this Agreement is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining terms and conditions of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us and owned by our Licensor. You are permitted to use the material data and content only for your personal use in placing orders through Dukkaani , and you may not otherwise copy, reproduce, transmit, publish, display, distribute, commercially exploit, use or create derivative

works of any material data and content without our prior written permission. We may impose a fee on any proposed use of the material, data and content contained on its website, other than for placing orders through the Dukkaani.

This Agreement will be governed by UAE law and the parties submit to the exclusive jurisdiction of the Dubai courts in relation to any dispute which may arise between them.