

Terms and Conditions

PROFIT WELLNESS FOOD RESTAURANT L.L.C

Terms and Conditions are effective from 15 January 2026 and remains in force as of the present date.

These Terms and Conditions (the “Terms”) govern the access to and use of the services provided by PROFIT WELLNESS FOOD RESTAURANT L.L.C, a limited liability company duly incorporated and licensed in the Emirate of Dubai, United Arab Emirates (the “Company”), including the ordering, purchase, preparation, and delivery of food and meal plans (the “Products”).

By placing an order, using the Company’s website, mobile applications, or any related digital platforms, the customer (the “Customer”) agrees to be legally bound by these Terms.

Scope of Terms. General Provisions

1.1

Orders are placed based on information made available through the Company’s website and other official digital platforms, without the opportunity for physical inspection of the Products prior to purchase, which qualifies as distance selling under applicable UAE legislation.

Delivery of Products is carried out to the address specified by the Customer within the Company’s active service areas in the Emirate of Dubai. Information regarding delivery zones may be updated and published on the Company’s digital platforms without requiring amendments to these Terms.

1.2

Any contract formed pursuant to these Terms is a standard-form agreement concluded through the Customer’s full and unconditional acceptance of the Terms as published by the Company. Acceptance must be complete and without reservations, exclusions, or modifications.

1.3

Prior to submitting an order, the Customer is responsible for independently reviewing:

these Terms and Conditions;

information relating to the Products, including descriptions and pricing;

the Company’s Privacy Policy governing the processing of personal data.

By placing an order, the Customer confirms that they have reviewed and understood the above information.

1.4

A binding agreement between the Company and the Customer is deemed concluded in electronic form, in accordance with UAE law, upon the occurrence of the earliest of the following:

submission and confirmation of an order through the Company's ordering system;

payment by the Customer, in whole or in part;

dispatch or receipt of the first delivery of Products.

1.5

By accepting these Terms, the Customer represents and warrants that they have full legal capacity, have acted voluntarily, and consent to the processing of personal data in accordance with applicable UAE law and the Company's Privacy Policy.

2. Order Placement

2.1

To purchase Products, the Customer must independently complete the order form available on the Company's website or place an order by telephone through the Company's customer support representatives.

2.2

When placing an order, the Customer selects the applicable meal plan, the number of delivery days, specifies the delivery address, and provides a contact telephone number and the name of a contact person authorized to communicate with the Company for order confirmation and verification of order details.

2.3

An order may be amended (including changes to delivery time, address, or other delivery parameters), fully cancelled, or partially cancelled (including rescheduling of a delivery date).

The Customer must contact the Company's customer support within the following time limits:

2.3.1

No later than 14:00 on the day the order was placed, if the order is amended, rescheduled, or cancelled on the same day.

2.3.2

If the order is amended, rescheduled, or cancelled after the day of placement:

for morning deliveries no later than two (2) calendar days prior to the scheduled delivery date.

for evening deliveries no later than one (1) calendar day prior to the scheduled delivery date.

2.4

Delivery of Products is carried out within the delivery time windows established by the Company and communicated to the Customer.

2.5

The terms of other promotional campaigns, discounts, or marketing offers may be established in separate policies or announcements published on the Company's official website or digital platforms.

2.6

If the Customer discontinues meal services before completing seven (7) or twenty-eight (28) calendar days, any bonus meal days shall be forfeited and shall not be subject to monetary compensation or refund.

2.7

If the Customer prepays for a meal plan of seven (7) days or more and subsequently discontinues the service before the end of the paid period, the refundable amount shall be calculated as the difference between the amount paid and the cost of the meals actually delivered. Meals already delivered shall be calculated at the full single-day price applicable to the selected meal plan at the time of ordering.

2.8

Bonus meal days, discounts, and other promotional benefits are not cumulative. Where multiple promotional benefits are available, the Customer may select and apply only one such benefit per order.

3. Payment for Orders

3.1

The price of each meal plan is displayed on the Company's website next to the relevant plan description. The Customer pays for the Products in accordance with the prices published on the website at the time of placing the order.

The Company reserves the right to amend prices at any time at its sole discretion. Any price changes shall not affect orders that have already been accepted and confirmed by the Company at the time such changes take effect.

3.2

The Company may offer discounts or preferential pricing to certain categories of Customers in accordance with promotional, marketing, or advertising campaigns. The terms and conditions of such discounts are published on the Company's website or official digital platforms.

3.3

The cost of delivery is included in the total order price unless expressly stated otherwise by the Company at the time of ordering.

3.4

Payment for Products is made on a full upfront payment basis and must be completed no later than the date of delivery of the first meal set.

The total amount payable is calculated based on the number of selected meal days, the number of ordered meal sets, and the price of the selected meal plans in accordance with the tariffs published on the Company's website at the time of ordering.

3.5

If requested The Customer may pay for an order using cash upon Company's customer services representative approval.

3.5.1

Cash payment is made by handing over the corresponding amount to the courier upon delivery, prior to the physical handover of the Products.

3.5.2

Cashless payment may be made using:

- a bank card via the courier's payment terminal upon delivery; or

- a bank card through the Company's online payment systems available on its website.

The Customer confirms and warrants that they are the lawful holder of the bank card used and that all payment details are entered accurately and lawfully.

3.6

Upon acceptance of payment by the courier, the Company provides the Customer with a fiscal receipt in accordance with applicable UAE requirements. Such receipt serves as confirmation of payment and delivery of the Products.

4. Delivery of Products to the Customer

4.1

Delivery of Products to the Customer's address is carried out on the terms and within the timeframes agreed between the Company and the Customer at the time of order confirmation.

4.2

By mutual agreement, the Products may be collected by the Customer on a self-pickup basis at a location and time agreed with the Company, provided such option is available within the Company's delivery zones.

4.3

Delivery is performed exclusively within the selected region and the delivery zones defined by the Company and published on its official website or digital platforms (the "Delivery").

Delivery fees, where applicable, depend on the Delivery Zone in which the Customer's address is located.

4.3.1

Delivery to addresses located within designated delivery zones is provided free of charge.

4.3.2

Delivery to addresses located outside designated paid delivery zones is subject to an additional fee, the amount of which is communicated to the Customer at the time of order confirmation.

4.3.3

The Company reserves the right to modify the scope of Delivery Zones and applicable delivery fees unilaterally by publishing updated information on its official digital platforms.

4.4

Delivery of Products is carried out no earlier than the day following the order placement.

Where operationally feasible, same-day delivery may be offered at the Company's discretion.

4.5

Products are delivered within delivery time windows established by the Company.

4.5.1

Specific delivery time ranges and schedules depend on the applicable Delivery Zone and may differ for morning or evening deliveries.

4.5.2

The exact delivery time within the stated time window is coordinated with the Customer.

Delivery time windows may be amended by the Company unilaterally where necessary.

4.6

The Customer undertakes to keep their contact telephone number available on the day of delivery and the preceding day to ensure effective communication with the Company or its delivery representatives.

If the Customer selects a "do not call" option, delivery shall be performed without telephone contact, provided that the Customer has supplied accurate delivery instructions, address details, and a delivery time window in advance.

4.7

The Customer shall accept delivery personally or through a third party expressly

authorized by the Customer to receive and, where applicable, pay for the Products, except where a contactless delivery option is selected.

4.8

If, upon arrival at the delivery address, the Customer or their authorized representative is unavailable and does not respond to calls or messages within ten (10) minutes, or otherwise avoids acceptance of the Products, the Company may unilaterally cancel the delivery. In such cases, the cost of the Products scheduled for that delivery day is non-refundable and the Products are not subject to replacement.

4.9

The Company's delivery obligation is deemed fulfilled at the moment the prepaid Products are physically handed over to the Customer or the Customer's authorized representative, except where contactless delivery has been selected.

From the moment of handover, ownership of the Products and the risk of accidental loss or damage transfer to the Customer.

4.10

Where the Customer selects contactless delivery, the Company's delivery obligation is deemed fulfilled upon sending the Customer photographic confirmation showing delivery of the Products at the specified address. The Company bears no responsibility for the Products after such confirmation has been sent.

4.11

Where the Customer selects an option to deliver the Products to a third party, the Customer must provide complete and accurate delivery instructions, including access details, recipient identification, and any other information required for successful delivery.

If a "do not call" option is selected, delivery is carried out strictly in accordance with the provided instructions without telephone contact.

5. Product Quality and Refund Conditions

5.1

The Company warrants that all Products comply with applicable food safety, hygiene, and consumer protection requirements in force in the United Arab Emirates, including regulations issued by Dubai Municipality and other competent authorities.

5.2

The Customer acknowledges that the Products consist of perishable food items which may lose their consumer properties if not received at the delivery time specified in the order.

If the Customer fails to accept delivery due to their own actions or omissions, the Products shall be disposed of by the Company, and any amounts paid for such Products shall not be refundable.

5.3

Where delivery is unsuccessful due to inaccurate, incomplete, or incorrect delivery details provided by the Customer, the Company shall not be obliged to refund any amounts paid for the affected Products.

5.4

Upon receipt of the Products, the Customer must immediately inspect the order for completeness, packaging integrity, visible defects, and material discrepancies with the description provided on the Company's website.

5.5

If any non-conformity with the order or these Terms is identified at the time of delivery, the Customer must notify the Company without delay through the Company's customer support channels.

5.6

Due to the limited shelf life of the Products, quality-related claims are accepted by the Company within one (1) calendar day from the date of delivery. Any official examination or expert assessment, where required, shall be conducted at the expense of the requesting party. Contact details for submitting claims are published on the Company's official website and digital platforms.

5.7

If Products delivered do not correspond to the order, the Customer may either accept the Products or refuse acceptance of the non-conforming items and request a refund for Products paid for but not received. Such discrepancies shall be documented at the time of delivery in a delivery report or equivalent record acknowledged by the Customer and the courier.

5.8

If fewer Products are delivered than ordered, the Customer may accept the delivered Products and request a refund for the missing items. Refunds in such cases shall be processed within fourteen (14) calendar days from the date of delivery or, subject to the Customer's consent, credited toward future orders.

5.9

In the event of early cancellation of an order or termination of the service by the Customer, any prepaid amounts shall be refunded subject to the following conditions:

5.9.1

For meal plans with a duration of up to twenty-eight (28) calendar days, the unused portion of the prepayment shall be refunded within fourteen (14) calendar days from the date of cancellation.

5.9.2

For meal plans with a duration of twenty-eight (28) calendar days or more, the Customer is required to receive and pay for a minimum of fourteen (14) days of meals.

The unused balance of the prepayment shall be refunded within fourteen (14) calendar days from the date of termination.

5.10

Due to the nature of the Products, the Customer acknowledges and agrees that:

5.10.1

All images, photographs, and descriptions of meals and beverages used in marketing materials, on the website, social media, or other communication channels are for illustrative purposes only. Actual appearance, color, portion presentation, or arrangement of delivered Products may differ. Differences in aesthetic perception or subjective expectations do not constitute a quality defect.

5.10.2

The caloric values of delivered meals may vary slightly due to natural cooking processes.

A deviation of up to five percent (5%) from the stated caloric value is considered acceptable.

5.10.3

If exact preparation of a selected meal is not possible on a particular day, or where the Customer has requested exclusion of specific ingredients due to intolerance or preference, the Company may substitute such ingredients with nutritionally comparable alternatives within the caloric limits of the selected meal plan. Such substitutions do not constitute a breach of these Terms and must be accepted by the Customer.

6. Rights and Obligations of the Customer

6.1

The Customer has the right to:

6.1.1

Receive informational assistance from the Company's representatives regarding the selection of a suitable meal plan based on the Customer's stated goals and preferences.

6.1.2

Cancel or reschedule previously agreed delivery dates where the Customer is unable to receive Products on certain days, subject to the notice periods and conditions set out in these Terms.

6.1.3

Terminate the contractual relationship unilaterally by notifying the Company no later than five (5) calendar days prior to the next scheduled delivery date.

6.2

The Customer undertakes, prior to placing an order, to familiarize themselves with

these Terms and Conditions, Product information, and any other customer-related information published on the Company's website or official digital platforms.

6.3

Placing an order constitutes confirmation that the Customer has reviewed the Product information and agrees to the applicable Terms and Conditions governing the purchase and delivery of the Products.

6.4

The Customer undertakes to consume and use the Products within their stated shelf life and strictly in accordance with the Company's storage and usage instructions. The Company shall not be liable for any harm or loss arising from improper storage, handling, or consumption of the Products, and no refunds shall be issued in such cases.

6.5

The Customer undertakes to provide the Company with accurate, complete, and timely information necessary for the conclusion and performance of the Agreement. For purposes including payment identification and order fulfillment, the Company may request personal data. Where such information is insufficient or raises reasonable concerns as to its accuracy, the Company may suspend performance of its obligations until clarification is provided, with notice to the Customer.

6.6

The Customer undertakes to pay the full cost of each order and any applicable delivery charges in a timely manner, in accordance with these Terms.

6.7

The Customer shall use the Products exclusively for personal consumption (by the Customer or designated third parties) and for non-commercial purposes. Resale, redistribution, or any commercial use of the Products without the Company's prior written consent is strictly prohibited.

6.8

The Customer undertakes to promptly notify the Company of any circumstances that may affect order fulfillment, including inability to communicate with the courier, inability to accept delivery at the agreed time, or the need to amend delivery details.

6.9

All actions performed on the Company's website or digital platforms in connection with placing orders in the Customer's name are deemed to have been performed by the Customer.

Orders placed, as well as communications sent from the Customer's registered email address or phone number (including via messaging applications or social media), shall have full legal force and may serve as valid evidence in legal proceedings.

6.10

The website, its content, design, software elements, and structure constitute intellectual property protected under applicable UAE law. Users are permitted to view and reproduce website materials solely for personal, non-commercial use, including making a single copy for personal reference. Any reproduction, distribution, modification, decompilation, integration into other websites or works, or other unauthorized use of website elements is strictly prohibited unless expressly permitted by the Company.

7. Rights and Obligations of the Company

7.1

The Company undertakes to perform its obligations in good faith and in accordance with these Terms and applicable laws and regulations of the United Arab Emirates, including, without limitation, legislation on consumer protection, food safety, and personal data protection.

7.2

The Company has the right to engage third parties, including delivery service providers, payment processors, and contractors, for the performance of its obligations under these Terms. The Company may, at its discretion, arrange delivery of Products prior to receipt of full payment, without such action constituting a waiver of its payment rights.

7.3

The Company undertakes to maintain the confidentiality of information and personal data provided by the Customer and not to disclose such data to third parties, except:

where disclosure is required by competent governmental or regulatory authorities;

to service providers, delivery partners, professional advisors (including auditors, accountants, and legal counsel), or contractors involved in the performance of these Terms, subject to confidentiality obligations.

The Company's Privacy Policy forms an integral part of these Terms and is made available to Customers through the Company's official website.

7.4

The Company is entitled to collect, store, and process information provided by Customers when placing orders, including names, contact details, delivery addresses, and other personal data of the Customer or designated third parties, within the scope and for the purposes defined in the Privacy Policy. Such processing may be carried out for order fulfillment, customer support, internal analytics, service improvement, and lawful marketing communications.

7.5

By providing personal data (including data of third parties designated for delivery or

receipt of Products), the Customer confirms that they have obtained all necessary consents and authorizations and agrees to the processing of such data by the Company.

The Company ensures that the nature and volume of processed personal data correspond to the stated purposes of processing.

7.6

Following completion or termination of the contractual relationship, the Company shall, upon the Customer's written request, cease processing personal data, except where continued processing is required or permitted under applicable UAE law.

7.7

The Company provides Customers and other interested persons with consultations and support through its official customer service channels, including telephone and electronic communication. The Company may publish informational notices on its website or send service-related or promotional communications to the Customer's provided contact details, subject to applicable legal requirements and opt-out rights.

8. Liability of the Parties

8.1

For any breach of these Terms, the Company and the Customer shall be liable in accordance with these Terms and applicable laws and regulations of the United Arab Emirates.

8.2

The Company shall not be liable for adverse consequences arising from the Customer's use of devices, software, applications, communication channels, or internet connections that do not meet required security standards or result in unauthorized access to personal data due to circumstances beyond the Company's reasonable control.

8.3

Under no circumstances shall the Company be liable for:

8.3.1

Any actions or omissions of the Customer or third parties;

8.3.2

Any indirect, incidental, consequential, or special damages, including loss of profit, loss of data, or reputational damage, regardless of whether such damages were foreseeable;

8.3.3

The Customer's inability to use, or consequences arising from the use or inability to use, a selected payment method.

8.4

The total aggregate liability of the Company under these Terms, including for any claims, losses, or damages, shall in all cases be limited to fifty percent (50%) of the value of the Products paid for by the Customer in connection with the relevant claim, to the extent permitted by applicable UAE law.

8.5

If the Customer breaches these Terms, including but not limited to failure to make timely payment, the Company may unilaterally suspend delivery of Products until such breach is remedied or terminate the contractual relationship in accordance with these Terms.

8.6

Where the Customer cancels a delivery in violation of the applicable cancellation deadlines, or fails to receive Products for reasons not attributable to the Company (including incorrect address details, unavailability at the delivery location, or failure to respond within a reasonable time), the Company may require the Customer to compensate the full value of the undelivered Products. If the Products were prepaid, no refund shall be issued. If payment was due upon delivery, the Company may require payment within two (2) calendar days from the date of the Company's demand.

8.7

If the Customer fails to receive delivery for reasons not attributable to the Company and does not contact the Company within one (1) calendar day following the failed delivery attempt, the Company may cancel the order and refund the paid amount less the value of the undelivered Products. Where payment was due upon delivery, the Customer remains obliged to pay the full value of the undelivered Products within two (2) calendar days of the Company's request.

8.8

Refunds shall be processed subject to the Company's technical and legal ability to effect such refund. Where necessary payment details are unavailable, the refund shall be made upon receipt of a written request from the Customer providing the required information.

Refunds shall be processed within fourteen (14) calendar days from receipt of such request.

8.9

The Company shall not be liable for failure or improper performance of its obligations caused by malicious acts, negligence, or unlawful interference by third parties, including unauthorized access to or disruption of the Company's software, hardware, or technical infrastructure.

8.10

The Parties shall be released from liability for partial or total failure to perform obligations under these Terms where such failure results from force majeure events

occurring after conclusion of the Agreement. Force majeure includes events beyond the reasonable control of the affected Party, including but not limited to: war, civil unrest, strikes, natural disasters, fire, power outages, epidemics or pandemics, acts of governmental authorities, regulatory restrictions, or other extraordinary and unforeseeable circumstances that render performance impossible.

9. Dispute Resolution and Miscellaneous Provisions

9.1

Any disagreements or disputes arising out of or in connection with the performance of these Terms shall, in the first instance, be resolved through good-faith negotiations between the Company and the Customer.

9.2

If a dispute cannot be resolved through negotiations, it shall be resolved in accordance with applicable UAE law through the competent courts or other lawful enforcement mechanisms available under UAE legislation. Submission of a pre-trial legal notice is not required. Where a written claim is submitted, the receiving party shall consider it within five (5) calendar days from the date of receipt.

9.3

Any disputes not resolved amicably shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai, United Arab Emirates. These Terms and any related contractual or non-contractual obligations shall be governed by and construed in accordance with the substantive and procedural laws of the United Arab Emirates as applied in Dubai.

9.4

The Company may amend these Terms unilaterally by publishing an updated version on its official website or digital platforms. Unless otherwise required by mandatory law, such amendments shall take effect from the date of publication and shall apply prospectively.

If the Customer does not agree with the amended Terms, the Customer may terminate the contractual relationship in accordance with the applicable termination provisions of these Terms.

9.5

The Company may terminate the contractual relationship unilaterally, without court involvement, by providing the Customer with at least two (2) calendar days' prior notice using any available communication method. Any unused portion of prepaid amounts shall be refunded within fourteen (14) calendar days from the effective date of termination, subject to these Terms and applicable law.

9.6

The Parties acknowledge the legal validity and evidentiary value of electronic

communications, including emails, messages exchanged via messaging applications or social media platforms, and electronic copies of documents exchanged in connection with the performance of these Terms. Such communications may be used as admissible evidence in legal proceedings. The Parties confirm that persons conducting such correspondence on their behalf are duly authorized to do so.

9.7

In all matters not expressly regulated by these Terms, the Parties shall be guided by the applicable legislation of the United Arab Emirates.

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