



BNIINN SARL TERMS & CONDITIONS / PRIVACY POLICY

Bniinn Terms and Conditions

Welcome to Bniinn.com website and applications (each our "Service"). This page (together with the documents referred to on it) tells you the terms and conditions on which our partner merchants supply any of their products (the "Products") listed on our site to you. Please read these terms and conditions carefully before ordering any Products from our applications. By accessing our website and placing an order, you agreed to be bound by these terms and conditions and our terms of use policy.

If you have any questions relating to these terms and conditions, please contact support@bniinn.com before you place an order. If you do not accept these terms and conditions in full, please do not use our Service.

1. INFORMATION ABOUT US

Bniinn is an application operated by Bniinn ("we" or "us" or "Bniinn"), incorporated and registered in Tunisia, whose registered in Tunis, Tunisia. Our Commercial Registration Number No. B031302422021. Bniinn is an online marketplace where it provide the customers the access to multiple products where it will be delivered by us or for our partners (merchants registered with Bniinn).

2. PURPOSE

The purpose of our Service is to provide a simple and convenient service to you, linking you to the Partner Merchant and menu of their choice and allowing you to order Products from them. Bniinn markets Products on behalf of our Partner Merchants concludes orders on their behalf and delivers the Products to you.

3. SERVICE AVAILABILITY

Bniinn offers an ordering and delivery service from our Partner Merchants throughout Tunisia. Each Partner Merchant has a prescribed delivery to ensure that their Products reach your door when they are at their best. If you live outside the delivery areas, a message will appear on the screen notifying you that ordering online will not be possible. We do not accept orders from individuals to an area in which we do not have a Partner Partner Merchants. Operating hours will vary depending on local trading conditions and the availability of our Partner Merchants. Please click on the relevant link to view the menus on our Service, and then click on your chosen menu which will provide you with the option to submit your order to your chosen Partner Merchants

4. ORDERS

When you place an order through our Service, an email thanking you for your order and confirming your order has been received and accepted by the Partner Merchant (the "Confirmation Email") will be sent to you by us on behalf of the Partner Merchant. The contract for the supply of any Product you order through us will be between you and the Partner Merchant and will only be formed when we have sent you the Confirmation Email. Please ensure that you have given us a correct email address as this is how we will communicate with you about your Order. Please also ensure that you provide an accurate address and telephone number to ensure that your Products arrive at the correct location. If you do not open the door or respond to telephonic correspondence within 10 minutes of our delivery drivers physically reaching your address, we reserve the right to leave the premises, and you will be charged for the Product. Bniinn seeks to provide a quality service and will be the first contact in the event if there is a problem with your Stuff either in regards to Product quality and/or temperature. We do monitor our Partner Merchants very closely, and it is of utmost importance to us that they comply with our standards and help us to maintain our reputation. Please let us know if you have any comments relating to our Partner Merchants or in respect of the Products by emailing or calling us.

5. PRODUCTS

All Products are subject to availability. Your Partner Merchants may offer an alternative for any product it cannot provide you with the product. Our Partner Merchants may use nuts in the preparation of certain Products. Please make sure to give notes in our application or call our Partner Merchant before ordering.

6. AVAILABILITY AND DELIVERY

We aim to provide the best delivery service possible. Unfortunately, things do not always go to plan and factors, such as traffic conditions and weather, may occasionally prevent us from achieving our targets in this regard. We will do our best to ensure that your product is delivered by the time specified in the email and webpage. The timing of your order is determined by taking into account the number of orders and the circumstances being faced by the Partner Merchant at that time. The delivery time that is showing in the Merchants' logo interface as AVG 50 min, for example, it means the average time, it is not a fixed time for the delivery, it would be more or less depends on Merchants and the roads conditions. On the other hand, the expected delivery time is not fixed time it can be less or more for 15 minutes.

7. CANCELLATION

You have the right to cancel an order within the first 5 seconds by clicking on cancel after placing the order and before our delivery personnel is dispatched. A Partner Merchant will classify a wrong order as any order which is canceled after the product has been used to start preparing the order (a "Canceled Order"). Customers can cancel an order by contacting the Partner Merchant. Bniinn and the Partner Merchant may cancel any order and will tell you once we cancel an order and will tell you the reason of cancellation. You will not be charged for any orders canceled following this clause. Any payment made before an order being canceled by Bniinn or a Partner Merchant will usually be reimbursed using the same method you used to pay for your order and if the payment were not cashed, the refund would be within Seven working days. Any order canceled after it becomes a new Order will be charged to you. Bniinn alone will determine whether an order is a new Order or not.

8. PRICE AND PAYMENT

The price of any Products will be listed on our Service. Prices will vary between menus. Prices are liable to change at any time, but changes will not affect orders in respect of which you have been presented with the Confirmation Email, save in the case of an obvious pricing mistake, whereby we will notify you as soon as we can about the pricing issue. You may be able to cancel your order once we notify you. Despite our best efforts, some of the Products listed on our Service may be incorrectly priced. The relevant Partner Merchant will normally verify prices as part of the order process. Payment for all Products can be made by cash on delivery or credit or debit card through our Service. Once your order has been confirmed your credit or debit card will have been authorized and the amount marked for payment. Payment is made directly to Bniinn and is subsequently passed on by Bniinn to the Partner Merchant. We are authorized by our Partner Merchants to accept payment on their behalf and payment of the price of any Products to us will discharge your obligations to pay such price to the Partner Merchant.

9. COUPONS

- ☒ All coupons are one-time use only.
- ☒ Applicable for All Merchants (unless otherwise stated)
- ☒ Coupon amount does not include delivery charge (unless otherwise stated)
- ☒ Not redeemable for cash or credit.
- ☒ Canceled orders paid with coupons cannot be redeemed for credit or cash
- ☒ Only one code can be used per order.
- ☒ Minimum order for a free delivery coupon is 1 TND.
- ☒ Coupon validity is limited and differs for each coupon.
- ☒ Coupon codes cannot be redeemed against sale items.
- ☒ If a user did not redeem full amount of the coupon, the same coupon could not be used again to redeem the remaining amount.

☒ Bniinn reserves the right to cancel or modify any order, or revoke the use of Coupons for any reason, including due to: Suspicious or fraudulent purchasing activity or coupon use; coupon abuse, including the use of multiple accounts or multiple checkouts associated with the same customer or group of customers; or coupon used in bad faith (including resold Vouchers)

10. OUR LIABILITY

To the extent permitted by law, Bniinn provides our Service and content on an "as-is" and "as available" basis and we make no representation or warranty of any kind, express or implied, regarding the content or availability of our Service, or that it will be timely or error-free or that defects will be corrected. Subject as provided below, neither Bniinn nor any Partner Merchant shall have any liability to you for any direct, indirect, special or consequential losses or damages arising in contract, tort (including negligence) or otherwise resulting from your use of or your inability to use our Service. In the event that Bniinn or the Partner Merchant is found to be liable to you our total aggregate liability is limited to the purchase price of the Products you have paid for in your order. This does not include or limit in any way Bniinn's or any Partner Merchant's liability for any matter for which it would be illegal for us or it to exclude, or attempt to exclude, our or its liability, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

11. EVENTS OUTSIDE OUR CONTROL

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: an act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in Clause 10 shall excuse the Customer from any payment obligations under this Agreement.

12. WAIVER

Neither you, Bniinn nor the Partner Merchant shall be responsible to the others for any delay or non-performance of its obligations under this agreement arising from any cause beyond its control including, without limitation, any of the following: an act of God, governmental act, war, fire, flood, explosion or civil commotion.

13. SEVERABILITY

If any provision of this agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

14. ENTIRE AGREEMENT

These terms contain the whole agreement between the parties relating to its subject matter and all prior agreements, arrangements, and understandings between the parties relating to that subject matter.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

Bniinn may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

16. LAW AND JURISDICTION

The Tunisian courts will have jurisdiction over any claim arising from or related to, any use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Tunisia.

Bniinn TERMS OF USE FOR WEBSITE AND APPLICATIONS

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website Bniinn.com (our "Site") or any application we make available via an app store or otherwise (our "Service"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our Site or our Service. By accessing our Site or by using our Service, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, do not use access to our Site or use our Service.

1. ACCESSING OUR SERVICE OR OUR SERVICES

Access to our Site and to our Service is permitted on a temporary basis, and we reserve the right to withdraw or amend access to our Site or our Service without notice (see below). We will not be liable if, for any reason, our Site or our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site or our Service, or our entire Site or Service to users who have registered with us. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your account. If you have any concerns about your login details or think they have been misused, you should contact support@bniinn.com straight away to let us know. We can deactivate your account at any time.

2. ACCEPTABLE USE

You may use our Service only for lawful purposes. You may not use our Site or our Service in any way that breaches any applicable local, national or international law or regulation or to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in Clause 5 below. You also agree not to access without authority, interfere with, damage or disrupt any part of our Site or our Service or any network or equipment used in the provision of our Service.

3. INTERACTIVE FEATURES OF OUR SITE

We may from time to time provide certain features which allow you to interact through our Site or our Service such as chat rooms. Generally, we do not moderate any interactive service we provide although we may remove content in contravention of these Terms of Use as set out in section 6. If we do decide to moderate an interactive service, we will make this clear before you use the service and normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

4. CONTENT STANDARDS

These content standards apply to any material which you contribute to our Service (the "Contributions"), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contributions as well as to its whole. Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in Tunisia and in any country from which they are posted. Contributions must not:

- ☒ contain any material which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability or age;
- ☒ infringe any copyright, database right or trademark of any other person;
- ☒ be likely to deceive any person or be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidentiality or promote any illegal activity;
- ☒ be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person;
- ☒ be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they emanate from us if this is not the case; or
- ☒ advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5. SUSPENSION AND TERMINATION

Failure to comply with Section 3 (Acceptable Use) and/or Section 5 (Content Standards) in these Terms of Use constitutes a material breach of the Terms of Use, and may result in our taking all or any of the following actions:

- ☒ immediate, temporary or permanent withdrawal of your right to use our Service;
- ☒ immediate, temporary or permanent removal of any posting or material uploaded by you to our Service;
- ☒ issuing of a warning to you;
- ☒ legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- ☒ disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

6. INTELLECTUAL PROPERTY RIGHTS

We are the owners of or the licensee of all intellectual property rights in our Site and our Service and in the material published on it (excluding your Contributions). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any content on our site in any way except for your own personal, non-commercial use.

7. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our Service are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Service, or by anyone who may be informed of any of its contents.

8. OUR SITE AND OUR SERVICE CHANGE REGULARLY

We aim to update our Site and our Service regularly and may change the content at any time. If the need arises, we may suspend access to our Site and our Service, or close them indefinitely. Any of the material on our Site or our Service may be out of date at any given time, and we are under no obligation to update such material.

9. OUR LIABILITY

We have taken every care in the preparation of our Site and our Service. However, we will not be responsible for any errors or omissions in relation to such content or for any technical problems you may experience with our Site or our Service. If we are informed of any inaccuracies on our Site or in our Service, we will attempt to correct this as soon as we reasonably can. To the extent permitted by law, we exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Site, our Service, and any website linked to our Site and any materials posted on it. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE AND USE OF OUR SERVICE

We collect certain data about you as a result of you using our Service. This is described in more detail in our privacy policy.

11. UPLOADING MATERIAL TO OUR SITE AND OUR SERVICE

Any material you upload to our Service or data that we collect as set out above (Section 11) will be considered non-confidential and non-proprietary, and you acknowledge and agree that we have the right to use, copy, distribute, sell and disclose to third parties any such material or data for any purpose related to our business. To

the extent that such material is protected by intellectual property rights, you grant us a perpetual, worldwide, royalty-free license to use, copy, modify, distribute, sell and disclose to third parties any such material or data for any purpose related to our business.

12. LINKS FROM OUR SITE

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. JURISDICTION AND APPLICABLE LAW

The Tunisian courts will have jurisdiction over any claim arising from, or related to, a visit to our Site or use of our Services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Tunisia.

14. VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

15. YOUR CONCERNS

If you have any concerns about material which appears on our Service, please contact support@bniinn.com.

DELIVERY FEE

Bniinn is a delivery service company. We are a mediator between the customer and the Merchant. We are not a Merchant to be under the law of the ministry of commerce and between 2 up to 10 TND is our charge for delivering the order to your place with the best service.

MISSING ITEM OR PARTIAL CANCELLATION

In case of receiving an order with a missing item, the customer has the right to ask for a new item or the amount of the item to be back to the customer in these ways:

1. In case the customer placed an order by cash, and there was a missing item, and the customer refused to accept the item again, and they want the money back, Customer can get the money of the missing item back by Cash or Credits on the application.
2. In case the payment was Credit card, and the customer refused to accept the item again, it's not possible to refund the money back to the card, we don't return the amount of the missing item by cash also, and we only can return the amount as customer credits on Bniinn app as this an electronic standard method by Bniinn.
3. If there is item(s) not available at Merchant we can remove the item(s) from the total invoice & In case the payment was Credit card it's not possible to refund the money back to the card, we don't return the amount of that item(s) by cash, we only can return the amount as Customer credits on Bniinn as this is an electronic method.

IF CUSTOMER IS NOT REACHABLE

In this particular case when the driver reaches to the customer on time without any delays, The driver calls the customer many times, Customer care agents will also try to call but customer is unreachable in this case the driver will wait for 10 minutes from arrival at customer, If the customer is still unreachable the Product will be returned to the Merchant, and it will be as a delivered order (normal order), no refund for the customer as it is his/her mistake.

Privacy Policy

Bniinn Company ("we," "our" or "Bniinn") is committed to protecting the privacy of all visitors to our website Bniinn.com and all visitors who access our website or services through any mobile application (together, "Website"). Please read the following privacy policy which explains how we use and protect your information.

By visiting and/or ordering services on this Website, you agree and where required you consent to the collection, use and transfer of your information as set out in this policy.

1. INFORMATION THAT WE COLLECT FROM YOU

- ☒ When you visit the Website or make a Bniinn order through the Website, you may be asked to provide information about yourself including your name, contact details and payment information such as credit or debit card information. We may also collect information about your usage of the Website and information about you from the messages you post to the Website and the e-mails or letters you send to us.
- ☒ By accessing Bniinn information and/or services using mobile digital routes such as (but not limited to) mobile, tablet or other devices/technology including mobile applications, then you should expect that Bniinn's data collection and usage as set out in this privacy policy will apply in that context too. We may collect technical information from your mobile device or your use of our services through a mobile device, for example, location data and certain characteristics of, and performance data about your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the service through your mobile device(s) via any Bniinn mobile application, through your mobile's browser or otherwise.

2. USE OF YOUR INFORMATION

- ☒ Your information will enable us to provide you with access to the relevant parts of the Website and to supply the services you have requested. It will also enable us to bill you and to contact you where necessary concerning our services. We will also use and analyze the information we collect so that we can administer, support, improve and develop our business, for any other purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future, you may have the ability to express your preferences around the use of your data as set out in this privacy policy and this may be exercised through your chosen method of using our services, for example, mobile, mobile applications or any representation of our Website.
- ☒ We may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the Website or our services.
- ☒ Where you have indicated accordingly, you agree that we may use your information to let you know about our other products and services that may be of interest to you including services that may be the subject of direct marketing and we may contact you to do so by post, telephone, mobile messaging (e.g., SMS, MMS, and such) as well as by email.
- ☒ Where you have indicated accordingly, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing, and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by telephone, mobile messaging (e.g., SMS, MMS, and such) and/or email) and to help us analyze the information we collect so that we can administer, support, improve and develop our business and services to you.
- ☒ If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out below and/or amending your profile accordingly.
- ☒ Please note that by submitting comments and feedback regarding the Website and the services, you consent to us to use such comments and feedback on the Website and in any marketing or advertising materials. We will only identify you for this purpose by your first name and the city in which you reside.

3. DISCLOSURE OF YOUR INFORMATION

- ☒ The information you provide to us will be transferred to and stored on our servers.

- ☒ Third parties process information such as credit card payments and provide support services related to payments for us. In addition, we may need to provide your information to any Merchants ("Partner Merchants") that you have placed your order with. By submitting your data, you agree to this transfer, storing or processing. Carriage will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
- ☒ If you have consented, we may allow carefully selected third parties, including marketing and advertising companies, our affiliates and associates, to contact you occasionally about services that may be of interest to you. They may contact you by telephone, SMS as well as by email. If you change your mind about being contacted by these companies in the future, please let us know by using the contact details set out below and/or by amending your profile accordingly.
- ☒ If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.
- ☒ We may use the information that you provide to us if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or in order to enforce our Website Terms and any other agreement; or to protect the rights of Bniinn, Partner Merchants or others. This includes exchanging information with other companies and other organizations for fraud protection and prevention.

4. SECURITY AND DATA RETENTION

- ☒ We take steps to protect your information from unauthorized access and against unlawful processing, accidental loss, destruction, and damage. We will keep your information for a reasonable period or as long as the law requires.
- ☒ Where you have chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone.
- ☒ Unfortunately, the transmission of information via the internet is not completely secure. Although we will take steps to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.
- ☒ Any changes to our Privacy Policy will be posted to the Website and, where appropriate, through email notification.

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