

# BÉNI MICHELIN Terms of Use

Welcome to the websites operated by BÉNI MICHELIN. The following BÉNI MICHELIN Terms of Use (this "**Agreement**") apply to your consumer use of (1) the BÉNI MICHELIN website at <http://www.Béni Michelin.com> and all affiliated websites owned and operated solely by BÉNI MICHELIN Sdn Bhd, (2) the restaurant reservation services made available by BÉNI MICHELIN through the BÉNI MICHELIN Site, any BÉNI MICHELIN-branded application for your mobile or other device (collectively, the "**BÉNI MICHELIN Application**"), and any other online properties of BÉNI MICHELIN or third parties, as described in Part I below (the "**Reservation Services**"), (3) BÉNI MICHELIN ELITE membership programme made available by BÉNI MICHELIN, as described in Part II below (the "**ELITE Membership**"), (4) gift card purchases and related services provided by BÉNI MICHELIN as described in Part III below (the "**Gift Card Services**"), (5) any BÉNI MICHELIN Application, and (6) any other services or features made available by BÉNI MICHELIN through the BÉNI MICHELIN Site or any BÉNI MICHELIN Application. Together, the items in (1) through (6) are the "**Services**".

In this Agreement, "**BÉNI MICHELIN**" and "**we**" mean BÉNI MICHELIN Sdn Bhd, and "**User**" and "**you**" mean any user of the Services. This Agreement incorporates BÉNI MICHELIN's standard policies, procedures, and terms and conditions for use of the Services that are referenced by name or by links in this Agreement (collectively, the "**BÉNI MICHELIN Policies**").

**Please read the Terms of Use carefully before you start to use the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference.**

By accessing or using the Services or clicking "accept" or "agree" to this Agreement, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from

accessing or using the Services (including, if applicable, purchasing, giving, using, or redeeming any BÉNI MICHELIN Gift Card (as defined below)).

BÉNI MICHELIN may update or revise this Agreement (including any BÉNI MICHELIN Policies) from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to click “accept” or “agree” to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, your sole recourse is to terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by BÉNI MICHELIN, any use of the Services (e.g., the use of the Reservation Services BÉNI MICHELIN ELITE membership or the purchase of a BÉNI MICHELIN Gift Card) is subject to the version of this Agreement in effect at the time of use.

## **Part I - Reservation Services**

**1. Restaurant Reservations.** BÉNI MICHELIN provides the Reservation Services to User for the purpose of assisting User in securing dining reservations at participating third-party restaurants (each, a “**Restaurant**”). In response to a User’s online request for a Restaurant reservation through the BÉNI MICHELIN Site or BÉNI MICHELIN Application, BÉNI MICHELIN directly contacts the Restaurant’s computerised database of reservations. The availability of reservations is determined at the time of User’s query. Once a reservation is made by User through the BÉNI MICHELIN Site or BÉNI MICHELIN Application, BÉNI MICHELIN will provide confirmation of the reservation to User by email and/or SMS. By using the Reservation Services, User agrees to receive reservation confirmations by email and/or SMS after booking a reservation through the Reservation Services.

**2. No-Show Policy.** BÉNI MICHELIN is committed to providing superior quality services to Users and Restaurants. To assist us in maintaining a consistently high level of service for the Restaurants and their patrons, Users must cancel any reservations that they will be unable to honour at least 60 minutes in advance of the reservation. You may cancel your reservation via the BÉNI MICHELIN Site or BÉNI MICHELIN Application or by calling the Restaurant directly. Some Restaurants may require a debit or credit card number to finalise your reservation. In order to use the Reservation Services for these Restaurants, you must provide valid debit or credit card information, and you may be required to cancel your reservation in accordance with the Restaurant's cancellation policy, which will be disclosed at the time the reservation is made. Some Restaurants operate on a credit card pre- authorisation payment system. Your card will not be charged upon reservation, however, in the event you do not cancel your reservation in accordance to the cancellation / refund policy of the Restaurant, BÉNI MICHELIN reserves the right to charge your credit card in accordance with the Restaurant's cancellation policy. This pre-authorisation payment is facilitated by secure online payment gateway. BÉNI MICHELIN and the Restaurants do not hold or have access to your credit card details. BÉNI MICHELIN does not accept pre-authorisation payments using debit cards. BÉNI MICHELIN shall have no liability for any charges made to the debit or credit card account for any failure to cancel your reservation in accordance with a Restaurant's cancellation policy. User agrees that all final no- show determinations will be made by BÉNI MICHELIN in its sole discretion.

**3. Payment and Refund Policy.** Some Restaurants may require Users to make an online prepayment in order to use the Reservation Services and/or Promotions for these Restaurants. You indicate through the BÉNI MICHELIN Application that you intend to make an online prepayment for your Restaurant, and authorize the Restaurant to charge you, which may include any applicable taxes, surcharges or fees and adjustments for any errors or omissions. You must provide the BÉNI MICHELIN Application with a current, valid and accepted payment method. This Agreement does not waive our right to seek payment directly from you through any other methods, should the payment method fail. This Agreement does not alter your payment obligations to Restaurants; you are responsible for

timely payment of all amounts owed by you to any Restaurant. Depending on your payment method, you may be subject to certain minimum charges. Users agrees with the Restaurant's cancellation and/or refund policy upon making reservations and payments. For no-refund policy, purchases are not refundable and we will not refund unless you provide credible evidence to us to prove that you have been wrongly billed or such other circumstances on a "case to case" basis as we may decide in our sole and absolute discretion.

**4. Usage Guidelines.** User agrees to use the Reservation Services only to book reservations at Restaurants and then honor those reservations by arriving at the Restaurants on time and ordering and paying for meals. User further agrees not to book more than one (1) reservation for User's personal use during any one meal time (e.g. lunch, dinner, etc.). Resale or attempted resale of reservations is prohibited, and is ground for, among other things, cancellation of your reservations or termination of your access to the Services.

## **Part II – ELITE Membership**

**5. Purchase of BÉNI MICHELIN ELITE membership.** You may purchase BÉNI MICHELIN ELITE membership (the "BÉNI MICHELIN ELITE Membership") through the BÉNI MICHELIN Site and BÉNI MICHELIN Application. When you purchase BÉNI MICHELIN ELITE Membership, BÉNI MICHELIN will provide confirmation of the purchase to you by email. User agrees to receive purchase confirmation by email after purchasing the BÉNI MICHELIN ELITE Membership through the Services.

**6. Payment and Refund Policy.** BÉNI MICHELIN require Users to make an online payment in order to purchase the BÉNI MICHELIN ELITE Membership. You indicate through the BÉNI MICHELIN Site and BÉNI MICHELIN Application that you intend to make an online payment for BÉNI MICHELIN ELITE Membership, and authorize BÉNI MICHELIN to charge you, which may include any applicable taxes, surcharges or fees and adjustments for any errors or omissions. You must provide the BÉNI MICHELIN Site and BÉNI MICHELIN Application with

a current, valid and accepted payment method. This Agreement does not waive our right to seek payment directly from you through any other methods, should the payment method fail. Depending on your payment method, you may be subject to certain minimum charges. Online payment is facilitated by secure online payment gateway. BÉNI MICHELIN does not hold or have access to your debit and/or credit card details. Purchases are not refundable and we will not refund unless you provide credible evidence to us to prove that you have been wrongly billed or such other circumstances on a “case to case” basis as we may decide in our sole and absolute discretion.

**7. Redemption of Signature Dishes.** Redemption of Signature Dishes (each, a “**Signature Dish**”) through BÉNI MICHELIN ELITE Membership may only be redeemed through the BÉNI MICHELIN Application at the participating Restaurants. BÉNI MICHELIN ELITE Membership cannot be used in conjunction with other special promotions, offers, discounts, vouchers, privilege cards or employee reward programs. Redemption of Signature Dishes is only available for dine-in at the participating Restaurants. A minimum spending equivalent to the value of the Signature Dish is required to redeem the Signature Dish. Redemption of each Signature Dish is valid for only one (1) bill, and no splitting of bills are allowed. User agrees to redeem the Signature Dish according to the redemption terms and conditions stated on the Signature Dish redemption page. Some Signature Dishes may require to be preordered in advance. Restaurants are required to key in their unique PIN to complete the redemption of the Signature Dish.

**8. Usage Guidelines.** User agrees to use the BÉNI MICHELIN ELITE Membership only to redeem available Signature Dishes stated by the participating Restaurants at the participating Restaurants, and then honor those redemptions by accepting and agreeing the ELITE Membership Terms and Conditions. User further agrees not to redeem more than one (1) Signature Dish during any one meal time (e.g. lunch, dinner, etc.). Unless otherwise required by applicable law, BÉNI MICHELIN ELITE Membership is non-transferable, non-returnable and non-refundable. Resale or attempted resale of BÉNI MICHELIN ELITE Membership is

prohibited, and is ground for, among other things, cancellation of your termination of your access to the Services.

## **Part III – Gift Card Services**

**9. Purchase of BÉNI MICHELIN Gift Cards.** You may purchase electronic gift cards and gift certificates issued by BÉNI MICHELIN (each, a “BÉNI MICHELIN Gift Card”) through the BÉNI MICHELIN Site and BÉNI MICHELIN Application. When you purchase a BÉNI MICHELIN Gift Card, we notify the person you have designated as the recipient of the BÉNI MICHELIN Gift Card by email. Unless otherwise required by applicable law, BÉNI MICHELIN Gift Cards are non-returnable and non-refundable.

**10. Redemption of BÉNI MICHELIN Gift Cards.** BÉNI MICHELIN Gift Cards may only be redeemed through the BÉNI MICHELIN Site and BÉNI MICHELIN Application. In order to redeem a BÉNI MICHELIN Gift Card, the recipient must activate it by selecting a Restaurant in an available location in the Malaysia. A recipient may only redeem the entire value of the BÉNI MICHELIN Gift Card; no partial redemptions. Except to the extent required by applicable law, BÉNI MICHELIN Gift Cards are not redeemable for cash. Resale of BÉNI MICHELIN Gift Cards is prohibited. Each BÉNI MICHELIN Gift Card is valid for 3 months from date of issue.

**11. Lost or Stolen BÉNI MICHELIN Gift Cards.** BÉNI MICHELIN is not responsible for any BÉNI MICHELIN Gift Cards used without your permission or for any lost or stolen BÉNI MICHELIN Gift Cards. BÉNI MICHELIN may, in its sole discretion, cancel and replace a lost or stolen BÉNI MICHELIN Gift Card (if it has not already been redeemed) with a new BÉNI MICHELIN Gift Card if you provide via the BÉNI MICHELIN Site or BÉNI MICHELIN Application the email address to which the original BÉNI MICHELIN Gift Card was sent.

**12. BÉNI MICHELIN Gift Card Customer Service.** If you have any questions about BÉNI MICHELIN Gift Cards, please contact BÉNI MICHELIN Customer Service at (60)3-2698 2255.

**13. Payment and Debit and Credit Card Information.** You agree to pay the listed purchase price of the BÉNI MICHELIN Gift Cards, as applicable, that you purchase at the BÉNI MICHELIN Site and BÉNI MICHELIN Application (including, without limitation, through an SMS or web browser command originating from your Account). You assume all liability for and shall promptly pay any and all such charges. Except to the extent otherwise required by law, you agree that all purchases made by you through the BÉNI MICHELIN Site or BÉNI MICHELIN Application cannot be returned or exchanged and are non-refundable, except as expressly provided in this Agreement. To purchase a BÉNI MICHELIN Gift Card, you must provide valid debit or credit card information, including the card's CVV number. Online payment is facilitated by secure online payment gateway. BÉNI MICHELIN does not hold or have access to your debit and/or credit card details.

## **Part IV – Terms for All Services**

**14. Privacy Policy.** BÉNI MICHELIN is committed to helping you safeguard your privacy online. Please review our **Privacy Policy** for details about how we collect, use, and disclose information in connection with the Services.

**15. Your Account.** You may (but are not required to) create an account with BÉNI MICHELIN through the BÉNI MICHELIN Site or BÉNI MICHELIN Application (“Account”) in order to use the Reservation Services or to purchase, gift, or redeem (as applicable) BÉNI MICHELIN Gift Cards. You are required to create an Account with BÉNI MICHELIN through the BÉNI MICHELIN Site or BÉNI MICHELIN Application in order to use the ELITE Membership. When registering for an Account, you must provide true, accurate, current, and complete data about yourself on the BÉNI MICHELIN registration form (“Registration Data”). You also agree to promptly update the Registration Data to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your Account and the information in your Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether or not authorized by you. You agree to

immediately notify BÉNI MICHELIN of any unauthorized use of your Account or any other breach of security related to your use of the Services.

**16. Communications from BÉNI MICHELIN.** The BÉNI MICHELIN Application may use GPS locator capabilities to identify your current location. If you provide a mobile phone number, you hereby expressly consent to receive SMS text messages from BÉNI MICHELIN regarding the Services and as otherwise described in our **Privacy Policy**. The communication standards for the Services include, but are not limited to: SMS, GPS, and web-based browser technology. In order to use the SMS-based Services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access the Services.

**17. Technical Requirements.** Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. BÉNI MICHELIN does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the BÉNI MICHELIN Site, and some features and portions of the BÉNI MICHELIN Site (including, but not limited to, making, modifying, or canceling reservations) may not be accessible with JavaScript disabled.

**18. Modifications to Services.** BÉNI MICHELIN reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the BÉNI MICHELIN Site, BÉNI MICHELIN Application, Restaurants, and/or Merchants. BÉNI MICHELIN shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.

**19. Intellectual Property Rights and Grant of Rights to User.** The features, information, and materials provided and depicted through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the “BÉNI MICHELIN Content”) are provided to User by BÉNI MICHELIN or its partners or licensors solely to support User’s permitted use of the Services. The BÉNI MICHELIN Content may be modified from time to time by BÉNI MICHELIN in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or the BÉNI MICHELIN Content by User shall constitute a material breach of this Agreement. BÉNI MICHELIN and its partners or licensors retain all rights in the Services and BÉNI MICHELIN Content and any associated patents, trademarks, copyrights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of BÉNI MICHELIN or any third party is granted under this Agreement.

**20. Application License.** Subject to the terms and conditions of this Agreement, BÉNI MICHELIN grants User a non-exclusive, non-transferable, revocable license to use the BÉNI MICHELIN Application, in object code form only, on User’s compatible mobile devices, solely to support User’s permitted use of the Services.

**21. Use Restrictions.** The Services and BÉNI MICHELIN Content are offered solely for User’s personal use for the purposes described in this Agreement. Any and all other uses are prohibited. BÉNI MICHELIN expressly reserves all its rights and remedies under applicable laws. BÉNI MICHELIN reserves the right, in its sole discretion, to refuse service, terminate Accounts, remove or edit content, cancel reservations, or deny access to the Services. You agree not to (and not to allow any third party to): (1) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any BÉNI MICHELIN Content, except as expressly authorized by BÉNI MICHELIN; (2) take any action that imposes or may impose (in BÉNI MICHELIN’s sole determination) an unreasonable or a disproportionately large load on the Services or BÉNI MICHELIN’s infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the

functionality of the Services; (4) rent, lease, copy, provide access to or sublicense any portion of the Services or BÉNI MICHELIN Content to a third party; (5) use any portion of the Services or BÉNI MICHELIN Content to provide, or incorporate any portion of the Services or BÉNI MICHELIN Content into, any product or service provided to a third party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to BÉNI MICHELIN); (7) modify any Services or BÉNI MICHELIN Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the Services or BÉNI MICHELIN Content; (9) use the Services or BÉNI MICHELIN Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the Services or BÉNI MICHELIN Content or access or use the Services or BÉNI MICHELIN Content for competitive analysis or benchmarking purposes.

**22. Export Control.** You shall not and shall not allow any third-party to remove or export from the Malaysia or allow the export or re-export of any part of any BÉNI MICHELIN Application or other aspects of the Services or any direct product thereof in contravention of any technology control or export laws and regulations that apply to the technology used or supported by the BÉNI MICHELIN Services, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**23. Termination.** BÉNI MICHELIN may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, BÉNI MICHELIN may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any BÉNI MICHELIN Policies) or, with respect to purchasers of BÉNI MICHELIN Elite Membership and/or BÉNI MICHELIN Gift Cards, if we receive excessive chargebacks on the debit or credit card associated with your Account. After any suspension or termination, you may or may not be granted permission to use the Services or re-establish an Account. You agree that BÉNI

MICHELIN shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which BÉNI MICHELIN will have no liability whatsoever.

**24. Reviews, Comments, Communications, and Other Content.** The Services may permit you to submit reviews, comments, and ratings, send emails and other communications; and submit suggestions, ideas, comments, questions, or other information for publication and distribution to restaurants and other third parties ("**User Content**"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising or health code violations (e.g. foreign objects in food, food poisoning, etc.). You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. BÉNI MICHELIN reserves the right (but has no obligation) to monitor, remove, or edit User Content in BÉNI MICHELIN's sole discretion, including if User Content violates this Agreement (including any BÉNI MICHELIN Policies), but you acknowledge that BÉNI MICHELIN may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant BÉNI MICHELIN a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. BÉNI MICHELIN takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party.

**25. Your Representations and Indemnity.** You confirm that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is

accurate; and that exploitation of such User Content by BÉNI MICHELIN and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights.

You will indemnify BÉNI MICHELIN and its managers, ,shareholders, officers, directors, employees, representatives and agents (collectively, the “**Indemnitees**”), against any loss, damage or cost incurred by us arising out of your use of the BÉNI MICHELIN Site, including, without limitation, the Services, the BÉNI MICHELIN Content or any other information accessible over or through the BÉNI MICHELIN Site, including information obtained from linked sites, any User Content submitted by you or your violation of this Agreement, our privacy policy or any other laws, regulations and rules. You will also indemnify the Indemnitees against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.

**26. Liability Limitations.** Except as prohibited by law, in no event shall BÉNI MICHELIN be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with (I) this agreement (II) any use of the Services, the BÉNI MICHELIN Site or the BÉNI MICHELIN Content , (III) any failure or delay (including, but not limited to, the use or inability to use any component of the Services or the BÉNI MICHELIN Site for reservations), or (IV) the performance or non-performance of any restaurant in connection with the Services. In addition, all Users specifically understand and agree that any third party directing Users to the BÉNI MICHELIN Site by referral, link or any other means is not liable to the User for any reason whatsoever, including but not limited to damages or loss associated with the use of the services, the BÉNI MICHELIN Site or the BÉNI MICHELIN Content. BÉNI MICHELIN is neither an agent of nor is connected with any affiliated

restaurant in which a User has made a reservation. BÉNI MICHELIN is not liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is in any way connected with a User's visit to an affiliated restaurant.

You and BÉNI MICHELIN understand and agree that the disclaimers, exclusions, and limitations in this Section 22 and in Section 23 are essential elements of this Agreement and that they represent a reasonable allocation of risk. In particular, you understand that BÉNI MICHELIN would be unable to make the Services available to you except on these terms and agree that this Agreement will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

**27. Disclaimer of Warranties.** The Services, all BÉNI MICHELIN Content, and any other information, products, and materials contained in or accessed through the Services, are provided to the User on an "as is" basis and without warranty of any kind. BÉNI MICHELIN expressly disclaims all representations, warranties, conditions, or indemnities, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising from a course of dealing, performance, or trade usage. BÉNI MICHELIN does not warrant that your use of the Services will be uninterrupted or error-free, that BÉNI MICHELIN will review the information or materials made available through the Services for accuracy or that it will preserve or maintain any such information or materials without loss. BÉNI MICHELIN shall not be liable for delays, interruptions, service failures, or other problems inherent in the use of the internet and electronic communications or other systems outside the reasonable control of BÉNI MICHELIN.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights, however, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

**28. Links to Third Party Websites.** The Services may contain hypertext links to websites operated by parties other than BÉNI MICHELIN. Such hypertext links are provided for User's reference only, and BÉNI MICHELIN does not control such websites and is not responsible for their content. BÉNI MICHELIN's inclusion of any hypertext links to such websites does not imply any endorsement of the material on such websites or any association with their operators. BÉNI MICHELIN is not liable for any such third-party websites or any content, features, products, or services made available through such third-party websites.

**29. Release.** Restaurants are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities, and costs ("**Claims**") suffered by you (or, if applicable, any recipient of a BÉNI MICHELIN Gift Card) as a result of your (or such recipient's) interaction with or visit to any Restaurant or from any product or service of any Restaurant.

**30. Notify Us of Infringers.** If you believe any of the Services violate your rights, please notify our agent in writing. The contact information for our agent is at the bottom of this Section. In order for us to take action, you must do the following in your notice:

- (a) provide your physical or electronic signature;
- (b) identify the work that you believe is being infringed;
- (c) identify the item that you think is infringing your work and include sufficient information about where the material is located so that we can find it;
- (d) provide us with a way to contact you, such as your address, telephone number, or email;
- (e) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the owner, its agent, or the law to be used in connection with the Services; and
- (f) provide a statement that the information you provide in your notice is accurate, and that you are authorized to act on behalf of the owner whose work is being infringed.

Here is the contact information regarding Rights Enforcement:

Béni Michelin Sdn. Bhd. T2-19, Genting Highlands, 69000 Genting Highlands, Pahang.  
Malaysia.

info@beni-my.com

Again, we cannot take action unless you give us all the required information.

**31. Severability.** If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

**32. No Assignment.** This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by User, but may be so transferred, assigned or delegated by BÉNI MICHELIN.

**33. Waiver.** Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

**34. Choice of Law.** The Terms of Use is made under and shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflicts of law provisions. Any claim or controversy arising out of or related to these Terms of Use shall be instituted exclusively in the courts. If you would like to bring a matter to our attention, please contact us at [info@beni-my.com](mailto:info@beni-my.com).