

# Subscription Service Specific Terms of Use - Foody Subscription

Foody provides a personalized subscription service that automatically renews and allows Users to enjoy specific benefits and discounts, as defined in the Foody Subscription Service (hereinafter "Subscription").

This subscription service is subject to these Specific Subscription Terms, as well as our [Terms of Use](#), which you can find incorporated herein by reference. The terms "Partner Stores", "Order", "User", "Foody", "Website", "Application" and the "Services" offered herein have the same meaning as in the [Terms of Use](#).

## 1. WHAT IS Foody Subscription?

Foody Subscription in a nutshell:

- Foody Subscription is a subscription service through which the User can receive product deliveries from selected Partner Stores through the Foody platform, without any delivery fee, as long as they are delivered within the radius and for the basket threshold, defined below, and to receive other benefits and discounts, as defined by Foody in the Subscription from time to time.
- You may choose between a monthly or an annual Subscription plan.
- By activating the Subscription, you can enjoy a free trial and save even more! The free trial period is only valid if you have not already personally benefited from this feature either on the same or on another Foody account you hold.
- Subscription applies to those Partner Stores that are marked with a relevant "Foody pro" tag for as long as the specific stores participate in the Foody Subscription service, at their free choice.
- If the Order value meets the minimum basket threshold as defined for each store category and displayed distinctly for each store and if the User is within the maximum delivery distance calculated between the address of the Partner Store and the delivery address ("Delivery Range"), the User will be able to receive the benefit of free delivery, which is entitled with the Subscription.
- It is clarified that the value of tobacco and vaping products is not included in the calculation of the minimum basket threshold.
- The Subscription is offered against a fee paid by the User at the beginning of the relevant subscription period, that starts after the end of the trial period, according to the Subscription plan selected by the User.
- The Subscription automatically renews according to the Subscription plan selected by the User, unless the User cancels the Subscription. This can be done at any time from the user profile in the Foody Subscription Service.

By purchasing the Subscription you automatically agree to these Subscription Service Specific Terms of Use and the special terms described in details in the Foody Service regarding the Subscription. You also agree that your payment method will be charged on a recurring basis according to your Subscription plan's billing cycle during the term of your Subscription.

Subscription benefits are subject to geographic availability, and fees, taxes or other charges may apply to your Order.

Foody reserves the right to change Partner Stores participating in the Foody Subscription service benefits at any time, with or without notice.

The terms of the Subscription are subject to changes, which Foody may make whenever it deems necessary, and which you can check at any time in the information provided in the "Foody pro" tab of your Foody User profile. In the event of a revision of these Special Terms of Subscription and/or a revision of the financial terms of the Subscription plan you have chosen in a way that adversely affects your rights, Foody will inform you in a timely manner in accordance with condition 7.

Additional details about the Subscription are available on the Foody Subscription tab in your Foody user profile and include important information such as where and when the Foody Subscription can be used, the benefits available, the cost and billing period of the Subscription. There you can view and manage your Subscription, the settings, including the subscription end date and next payment date.

## **2. PURCHASING Foody Subscription**

You can purchase Foody Subscription directly on the Foody Website/ App by clicking on the relevant tab, as long as the relevant service is available in your geographical location.

Foody may offer different Subscription plans, which may have different terms and limitations. You can view the details of each Subscription plan and choose your payment method (exclusively between debit or credit card and applepay), before confirming your purchase of Foody Subscription.

You can purchase the Subscription and you will be billed based on your Subscription plan period after the trial period. When you purchase the Subscription plan, you will be charged the subscription amount for the first billing cycle on the date of purchase, which activates Foody Subscription for the period described in detail in your user profile and automatically renews for each corresponding billing cycle. The cost of each Subscription plan is set based on Foody's pricing policy and the relevant information is available on the Foody Subscription tab in your Foody user profile.

The billing cycle is based on the original purchase date and the payment method you selected when purchasing the Subscription will be charged according to the payment cycle of the

Subscription plan you selected. If you do not wish to automatically renew your Foody Subscription, you may cancel your subscription in accordance with Section 6 below.

If your payment fails during the recurring payment cycle, we reserve the right to either charge your payment method with the amount of the subscription after a predetermined period calculated retroactively from the initial start date of the payment cycle, or to automatically terminate your Subscription if you have not updated your payment method.

### **3. LIMITATIONS ON SUBSCRIPTION**

Your Subscription is for personal use. The Subscription is valid in the country where the User purchased the Subscription and for those restaurants/ businesses participating in the Foody Subscription (Participating Stores), which will appear distinctly.

As part of the Subscription, you are entitled to receive Orders without a delivery fee on Orders within the Delivery Range as defined below and provided that the order value meets the minimum basket threshold, which applies specifically to the Foody Subscription service for each of the Partners- Participating Stores and is specified separately within the profile of the Partner Store. Foody may change the minimum basket threshold at any time with immediate effect, so please ensure that you check frequently the Foody pro tab information field in the User profile in Foody for any changes.

Please note that other charges, as applicable, may still apply to your Order, which will appear clearly and separately on your Order.

Look for the relevant "Foody pro" tag to see which Partners Stores offer free delivery near you. Delivery will be free of charge to those Partners- Participating Stores located within a radius of less than 5km from your delivery address ("Delivery Range"). In case the Delivery Range is greater than 5km, then delivery fee will apply according to Foody [Terms of Use](#).

If you have enabled location tracking, you will see Foody Subscription Partners - Participating Stores that are within the Delivery Range of your current location. If you have not enabled location tracking or entered a delivery address on the Foody Service, you will see places within the Delivery Range centered on your current location.

In the event that certain partner stores/businesses within the subscription service offer benefits/ discounts on their price lists based on the total value of the order, it is clarified that the value of tobacco and vaping products is not included in the calculation of the total order value.

### **4. RIGHT OF WITHDRAWAL**

Within the trial period and if you do not wish to use the Subscription Service, you have the right of withdrawal and you will not be charged any amount. You can declare that you do not wish to use the Subscription Service in the "Foody pro" tab.

For activated Subscription plans,, which have already been paid for, on the Foody Website/ Application, the right of withdrawal does not apply.

## **5. CHANGE OF Foody Subscription PLAN**

If you have chosen the monthly plan when purchasing the Subscription, you can change your plan to an annual plan at any time. The new program will be activated at the end of the monthly Subscription, when you will be charged the amount of the annual Subscription, according to the current price list.

To cancel your subscription plan change request, you must cancel your Subscription as set forth in Section 6 and reactivate your desired Subscription plan.

In the event that you wish to change your annual Subscription plan to a monthly one, you must cancel your Subscription in accordance with what is defined in Section 6 and reactivate the monthly plan.

## **6. CANCELLATION OF Foody Subscription**

You can cancel your Subscription in the relevant Foody Subscription tab in your user profile in the Foody Website/ Application, up to and including the calendar day before your Subscription renewal date, according to the Subscription plan you have selected.

If you cancel your Subscription, the automatic renewal of your Subscription plan is canceled and you will still have access to the benefits of Foody Subscription until the end of the Subscription plan you have already paid for. All payments are non-refundable and non-transferable for any cancellation made during the billing cycle.

## **7. CHANGES OR TERMINATION OF SUBSCRIPTION**

Foody can and reserves the right to unilaterally modify, at any time it wishes, the terms and content of the Subscription or to stop offering the Foody Subscription Service. Also, Foody may change the subscription plans and the price of the subscription service from time to time. However, we will not make changes to the Subscription that materially adversely affect you without notifying you at least fourteen (14) days before the change takes effect or changes that increase your subscription fee, without notifying you in writing at least thirty (30) days in advance.

The changes will automatically take effect after the notice period, but you may cancel your subscription in accordance with the instructions in section 5 above.

Foody is entitled to terminate a user's subscription with immediate effect if: (i) the User misuses the Foody Service or the Subscription or causes any harm or damage to the use of the Foody Service or the Partner Stores or Foody or Foody's employees; , (ii) Foody reasonably believes that the User has committed fraudulent acts while using the Subscription, or (iii) the User does

not otherwise comply with the obligations arising from these Foody Subscription Terms or applicable law. Foody reserves the right to withhold Subscription fees already paid if the Subscription is terminated due to a circumstance set forth in this section.

## **8. FREE TRIAL**

We may offer certain Users from time to time a free trial or other promotion as part of the Foody Service Service. Free Trials may be limited at Foody sole discretion, including based on eligibility or the duration of the free trial. The free trial period offered at the beginning of your subscription is only valid if you have not previously used this feature as a Foody user.

If you are offered a free trial, you are required to add a payment method for the Subscription before starting the free trial. The duration of the free trial period will be explicitly stated before selecting the Subscription plan.

If the free trial period expires, without expressing your intention to terminate your subscription, then we will charge the amount of the Subscription plan you have selected to the payment method you indicated at the beginning of the free trial period.

You may cancel your Subscription at any time through your user settings in the Foody Website/ Application. If the Subscription is ever terminated for any reason, you will not be eligible for a free trial on any subsequent Subscription.

If you withdraw during the free trial period, you will not be charged any amount, nor will the Subscription be activated.

## **9. PROCESSING OF PERSONAL DATA**

Foody Privacy Policy, available [here](#), describes the processing of personal data in connection with the use of Foody Website/ Application and the Service and the Subscription.

We will not use or collect additional personal data because of the Subscription, other than the details of your Subscription plan, including the Subscription fee, payment method, validity period, benefits included and whether a minimum basket threshold and Delivery Range apply.

Foody processes the above personal data to be able to offer you the Foody Subscription Service within the framework of the contract between you and Foody. We use the data to enable you to benefit from your Subscription, monitor the status and handle your Subscription payments. If you contact our customer service, we will use the information you give us to answer your questions or manage your complaint.

Foody processes personal data to fulfill its contractual obligations towards you and to comply with legal obligations.

## **10. REFUND PROCESS**

Foody Subscription payments are non-refundable for any cancellation made during a billing cycle and once the service has been activated.

## **11. DEFECTS AND COMPLAINTS**

In the event that you notice unauthorized charges in your Subscription payment method or in the event that you have any complaint regarding the Subscription, please contact [info@foody.com.cy](mailto:info@foody.com.cy) without undue delay.

While Foody makes reasonable efforts to ensure that the Subscription Service is available at all times, it may, on rare occasions, be temporarily unavailable or inaccurate, or be interrupted from time to time for various technical or other reasons, such as when Foody Service is unavailable. We do not warrant or represent that the Subscription Service is provided to Users in a way that is secure, timely, uninterrupted, error-free and free of technical difficulties, defects or viruses.

Foody Subscription and all information accessible through it, is provided for informational purposes only on an "as is" and "as available" basis.

Additionally, the clause "Limitation of Liability" applies as it applies to the [Terms of Use](#) of the Foody Website & Application.

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