Terms of use

So we're all on the same page

The company under the name **"Delivery Hero (Cyprus) Ltd"**, hereinafter the **"Company"**, or **"we"** or **"Foody"** is a limited liability company established and operating in accordance with the laws and regulations of the Republic of Cyprus, which is based at 5 Esperidon, Nicosia, 2001, Nicosia, Cyprus, with TIN 10369772 and registration number HE369772, that has designed and manages the website www.foody.com.cy (henceforth the **"Website"**) and the relevant mobile phone application (henceforth the **"Application"**), as well as any information or data (e.g. documents, files, texts, graphs) included thereto (henceforth the **"Material"**) aiming to facilitate the food ordering process for consumers/users (henceforth the **"Users"**) who order from cooperating restaurants and food and drink stores, as well as from cooperating retail stores. Our Company, thus, connects the Users with the stores that cooperate with it as an intermediary, giving the Users the opportunity to choose from a wide range of products, which they order from our Website / Application and which are either delivered to them through each of the cooperating company or the Company, or they receive them themselves (when there is the possibility for take-away).

The use of the Website and Application, the services offered thereunder, and the Material shall be subject to these Terms of Use as in force from time to time, that form the agreement between the Company and any person visiting the Website and Application in connection to their use. Accessing in any way the Website and Application and their use (including the mere browsing) means that the User unreservedly accepts the Terms of Use, as are in force at all times. If the User registers at the Foody Website or Application, we may use their contact details to send newsletters, in accordance with the provisions of the Laws of the Republic of Cyprus, the decisions and guidelines of the Data Protection Authority and the General Regulation on the protection of personal data - Regulation (EU) 2016/679 of the European Parliament (GDPR). For more information as to the use of your personal data by Foody check our Privacy Policy.

The Website and Application, under the terms and conditions included herein and all applicable laws and regulations, shall grant to the User a non-exclusive, non-transferable, individual and limited right to access and use this website, the application, and the data included therein. This right shall not be considered as a transfer of title or right over the website, the application, and their data and shall be subject to the following limitations: (1) the User shall retain in all copies of the website, the application and their data, all the notes concerning the copyright and any other ownership rights and (2) under no circumstances they shall modify the website, the application and their data or reproduce and publicly present them or distribute or under any other means use the website, the application and their data or our logo for a public or commercial purpose, unless otherwise provided hereunder. By accepting these terms, the Users agree not to transfer or assign their rights or obligations and not to make unauthorized commercial or other use of the Platform for any purpose other than the above. By accepting these terms, the User acknowledges that the availability of the Application depends on the third party from which it obtains the license to use applications (Apple app store or Android app store), but this agreement applies exclusively to the User and the Company and not the respective application store. The User is exclusively responsible for making any necessary or available software updates of the Company's App in order to use the current optimized available version of the App.

Use of the Website/Application by minors

By accepting these Terms of Use, the User expressly declares that he/she is an adult over the age of 18 years and has read, understood, and accepted in full the Terms of Use.

Account creation at the Website/Application

The User shall create a Foody account at the Website or Application in order to use the Foody services. In order for the User to complete the registration process, we will ask them to provide their personal information, including a valid email address, a mobile phone number and a unique password. The User's unique password should not be shared with anyone and they agree to keep it secret at all times. The User is solely responsible for keeping their password safe.

The User is required to provide full and accurate information for the proper processing of their orders, including their delivery address and their contact details.

The User can delete their account any time they wish through the profile they have created in our Website or Application. We may restrict access, suspend or delete a Foody account and/ or use of the services, in case we reasonably consider it necessary, as indicative, in case we consider that:

- someone, other than the User, is using their Foody account; or
- in case where the User has been involved in an activity or conduct that infringes these Terms and our policies or which we deem in our sole discretion to constitute an abuse of our services.

Prohibited Actions / Behavior

The Company reserves the right to investigate and initiate legal actions, at its sole discretion, against anyone who commits actions that are illegal or prohibited or adopts behaviors that undermine the operation of its Website / Application. Such actions / behaviors are, indicatively and not restrictively, the following:

- Unauthorized use of the Website / Application in a manner that violates applicable legislation
- Posting on the Website /Application of content that is illegal, defamatory, threatening, racist, inciting hatred or exploitation of any other person or entity
- Posting on the Website / Application of content that infringes another person's copyright and/or Intellectual/Industrial Property Rights
- Posting on the Website / Application of HTML or External Code or URLs that lead to External Links / URLs
- Posting on the Website / Application of content that is spam or constitutes cyber-bullying or that shows dangerous / threatening behavior
- Collection from the Website / Application of information concerning third parties who have not granted their consent to this
- Unauthorized use of third party login credentials to access the Website / Application and unauthorized use of the respective accounts

In case of suspicion or detection of prohibited actions, the Company reserves the right (but is not obliged) to take any action it deems necessary at its sole discretion, as indicatively and not restrictively:

- Investigate any allegation and / or indication that any content "uploaded" to the Website / Application is being exploited or is threatening or illegal or in any way violates these Terms and remove or request the removal of such content
- Monitor, edit and remove content from the Website / Application at its sole discretion (without such content necessarily being in breach of these Terms)
- Suspend or terminate a user's access to the Website / Application or to his / her account due to violation of these Terms
- Cancel an order and / or suspend, deactivate or block a User's account at its sole discretion if there is a reasonable suspicion that such account has been compromised or if fraudulent behavior or any other suspicious/irregular activity concerning such account or a specific order or any prohibited action in accordance with the above has been detected.

Indicatively and not restrictively, as suspicious activity on a user's account that could lead to its deactivation/deletion or restriction of the services provided by the Company could be considered the following: use of inaccurate personal data, frequent disputes of online payment transactions, receipt of official requests by law enforcement authorities for the supply of evidence regarding illegal online activity or receipt of a notification from a bank/payment institution regarding unusual activity, stolen or lost means of payment. For the above cases, the Company informs the user by any appropriate means and at its discretion, to the extent possible and provided that such notification does not conflict with objectively justified security reasons or is not prohibited by the existing european or national legislation.

Personal Data Protection

Our goal is to provide our Users with an amazing experience through our services, based on trust, transparency and honesty. When our Users visit our Website and Application, register, or place an order, we collect, use, process, and share the absolutely necessary personal data in accordance with these Terms and our Privacy Policy. We recommend to our Users to read our Privacy Policy to get informed on the processes we follow concerning the protection of their personal data.

Orders & Charges

When the User places an order through our Website / Application, he makes a proposal to the cooperating store, with which the sale contract is concluded the moment when the store accepts the User's order. Upon successful completion of the order, the User receives from us a confirmation of their order at the email address provided. As the contract is concluded between the User and the cooperating store, the latter is responsible for the issuance of the statutory tax document (Receipt of retail purchase – Issuance of business invoices is not supported).

Following a relevant notification that will appear to the User when submitting an order, the Company shall be entitled to charge an additional amount to cover potential price variation of the weighted items, which may result from the final weight of the products, during their weighing at packaging stage. This amount will be variable within a range from 10% to 30% upon the unit price for each product type of the weighted items of the order, depending on the mass of the product. This charge will be distinguished as "Charge for weighted items" in the analysis of the order displayed in the order basket and in the relevant order confirmation page. The specific amount, in whole or in part, depending on the final weight of the items, will either be collected by the Partner Store, if the weighted products included in the Order finally weight more than the weight displayed at the Order Confirmation, or will be refunded to the User, in accordance with the Company's Refunds Policy, if the weighted products included in the Order finally weight less than the weight originally displayed at the

Order Confirmation. Example: A User orders 2 items of weighted product "Tomato, 500gr" with a unit price of €1, i.e. a total quantity of 1kg tomatoes (2x500gr), with a total value of €2 (2x1€). For this order, the total charge will be €2 and the additional amount of €0.10 (10%x1=€0.10) will be reserved, i.e. 10% of the unit price of the product, which either will be refunded to the User if the total weight of the product is finally less than the 1kg that has been ordered or will be charged to the User if the total weight is more than the 1kg that has been ordered.

Our Company also provides delivery service. If the User selects a cooperating store from the "delivered by Foody" section of our Website or Application, with a certain charge ("Delivery fee"), the amount of which is defined according to the pricing policy of our Company, which may be influenced by factors, such as the distance between the Restaurant/ cooperating store, which sells the ordered products and the delivery address of the User, the time the order was placed, and the total basket amount of each order. In addition, the amount of the Delivery fee may be gradually reduced as the amount of the User's basket increases. In this way, the User has the possibility to reduce the delivery fee charge if he wishes to increase the amount of his basket. In such a case, the delivery fee amount will be clearly stated when submitting the User's order and will be reflected separately in a relevant tax document issued by our Company to the User and sent to the email address provided by the User when creating his account.

Furthermore, each store that cooperates with us has a minimum value for each order, which must be completed in order for the User to be able to submit his order. In case the User's order is not sufficient to complete the minimum order value set by the store, the User will be asked to add additional goods in order to reach the minimum order value. In any case, the User has the possibility to proceed with the submission of his order, despite the fact that their basket has not reach the minimum order value, by paying the difference and under the condition that a minimum amount limit that is separately indicated to the User for each order has been reached.

Partner stores must fulfill any special instructions from the User regarding the preparation of their order, to the extent that this is feasible, possible, and commercially reasonable.

Furthermore, the same business may appear to Users with multiple kitchens, listed separately under different trade names corresponding to the products sold. The business details are displayed in full for consumers in the 'Info' section of the store.

The User has the right to cancel an order from the moment of submission until it is accepted by the store, by informing us immediately via the chat operating on the Company's Website/Application. In this case, the User is entitled to a refund of the amount held or charged during the electronic payment made, in accordance with the refund policy applied by the Company, which can be found in detail here. After the store accepts the order, the order cannot be canceled, the charge will be completed, and therefore the Company will not proceed with a refund of the charged amount.

Prices

The prices that appear on our Website / Application are reflected in euros (€) and include VAT, according to the applicable legislation as in force. For each order, Foody charges a service fee, as applicable according to its pricing policy, that allows us to continually improve our services. This fee is calculated based on your basket value, location, vendor type, and the time your order is placed. The service fee ranges between €0.50 to €2.29, representing 5% for food and beverage categories and 6% for all other categories of your total order value. The exact amount will always be clearly displayed in your basket for each order.

Our Company encourages its cooperating businesses not to use plastic and PVC but choose environmentally friendly solutions. In any case, the responsibility of selling and charging the bag and the plastic items belongs to the cooperating stores that sell the products and the relevant charge must be reflected in the sales receipt of each business.

Before the payment (checkout) of the respective order, an analysis of the different item prices and any additional charges included in them is displayed. By submitting the order, the User accepts the total value of the order as stated, including additional charges. The prices listed on the platform are determined by our business partners, the cooperating stores at their absolute discretion and for this reason may be subject to changes and variations.

Restrictions on offering different terms in other means

In some cases, our Company may limit the ability of restaurants / cooperating stores to offer different prices on their own websites, so that our Users are not charged with higher prices compared to those charged by our business partners for the same products on their own website and take advantage of the efficiency created by our platform, in terms of reduced cost search, increased possibilities for selection and high level of services.

Payments

Upon successful submission of the order by the User, the latter is obliged to pay to the cooperating store the final amount of the order and to the Company any delivery fee, in case the order was made from a store in the "delivered by Foody" section. The User can pay for his order with the following payment methods which appear on the Company Website / Application: in cash, by card (credit or debit), via PayPal, via Apple Pay, via Google Pay, and via Revolut Pay as detailed in the category "Payment Methods and Refund Policy" that can be found by Users on the Website and the Company Application. It is noted that for payments of orders worth more than five hundred (500) euros, electronic payment is required according to the current legislation and therefore it is not possible to pay in cash.

The Company is constantly expanding, updating and improving its website and its application and related products and services and therefore may, in its sole discretion, change the available payment methods by adding new ones or removing some of them.

The Company does not provide payment services to Users or third parties and all electronic card payments are processed through the transfer of Users to the secure payment servers of the lawfully licensed payment service providers with whom the Company cooperates, including the company "Delivery Hero Payments Single Member Société Anonyme - Payment Institution ", which belongs to the same group of companies as the Company and has been licensed by the Bank of Greece in order to lawfully operate as a Payment Institution.

The payment of tips by the User to the riders who deliver the orders is optional. The payment of a tip through the Website / Application of the Company is possible if the payment is made electronically and in such cases the Company receives the tip amount on behalf of the rider, to whom it is subsequently remitted.

Products delivery

The cooperating stores determine the geographic distance within which they deliver orders and for this reason the stores available on the Company's Website / Application differ from region to region. By entering the User's address, the stores available for delivery to this location and operating at the time of placing the order will be displayed. The geographic coverage of the stores may fluctuate or change for various reasons, such as weather conditions, traffic, occurrence of events that constitute force majeure, etc.

The delivery time of the orders is set by the cooperating store, unless the delivery is done by Foody ("delivered by Foody" stores) and in any case the delivery time to the User is influenced by the preparation time of the order in the respective store. Moreover, the delivery time of an order can be affected by a various other factors, such as weather conditions, traffic, occurrence of events that constitute force majeure, the availability of the fleet of distributors, etc. In cases where it is possible to track the progress of the order through our Website / Application, the delivery time indicated is an estimate and the User's order may arrive sooner or later than the estimated time of arrival. The User may be asked to contact the cooperating store directly in cases where they face issues or delay with the delivery of their order for those cases where the delivery is made by the store and not the Company.

It is noted that Users may submit their order by selecting "Receipt without contact" from our Website / Application if they wish the order to be delivered to the door / entrance of the delivery point they have selected without contacting the rider. In these cases, the Company is not responsible for any theft, destruction, alteration or deterioration of the products ordered by the User and which may have occurred after their intact delivery.

In case of unsuccessful delivery of the User's order for reasons attributed to them, such as:

- Failure of the recipient of the order to appear at the indicated place of delivery within a reasonable time
- Inability to locate the User despite the efforts of the Company and / or its delegates to locate him through the declared contact details
- Inability to access the declared delivery point or danger to approach the delivery point indicated by the User
- Non-compliance person who receives the order with the age limit applicable in case the order concerns products for the consumption of which there is a legal age restriction (see below),

We will contact the User regarding the unsuccessful delivery of his order, while in such cases we are not obliged to return the amount corresponding to the order.

Delivery PIN Verification

To ensure that orders are delivered safely to the right recipient, a unique four-digit Delivery PIN may be used to confirm delivery. PIN verification is applied automatically to certain orders, depending on their value and the type of store, while the User may also enable it at any time in the app, including as a permanent setting, for orders of any value. Where it applies, the PIN is displayed on the order tracking screen (Order Tracking) of the app once the order is on its way, and the User is required to provide it to the courier at handover so that the delivery can be completed. Where the order is a gift, the PIN may be sent to the courier through the app's rider chat, which becomes available once the courier has collected the order from the store. Where an order is split into multiple deliveries, a single PIN applies to the entire order. The PIN should be shared only with the courier delivering the order, as

the Company never requests it. If you have trouble seeing or using your PIN, contact our Customer Support team, who will help you complete the process.

Check of products upon receipt

We suggest to the Users to carefully check the condition of the products, the integrity of their packaging and any expiration date as soon as they receive their order. In case the User detects any issue regarding his order (e.g. delivery of incorrect products, defective products or products not appropriate for consumption or order with incomplete products) they should immediately inform our Customer Service Department via our call center. In some cases, the Company may ask the User to provide some evidence (e.g. photo) or additional information regarding the condition of the products received in order for the Company to examine the problem the User encountered with their order. If it is found that the order or products received by the User were not of satisfactory condition or quality, he will be granted compensation or replacement with another product or some other benefit from the respective cooperating store with which he contracted, always depending on the policy that each store follows for similar cases. In any case, Users are entitled to withdrawal in accordance with the present terms of use for those products for which withdrawal is allowed by law.

Restrictions on products offered

Some of the products we offer on our Website and the Application are subject to restrictions for purchase, in accordance with the applicable EU and Cyprus Law. These restrictions include minimum age requirements for alcohol/ alcoholic products, tobacco, and other products, which we reserve the right not to deliver to the User who placed the relevant order, based on the relevant statutory provisions.

Alcohol / Alcoholic products

The User must be over the age of 18 years and have full legal capacity to be able to purchase products containing alcohol.

Our Company reserves the right to cancel any order immediately and without notice, should it determine that an order was made by someone not having the legal right or being below the age of eighteen (18) years.

Moreover, our Company, our business partners and riders, reserve the right to:

- ask for a valid document proving the age of the user or of the person receiving the order (e.g., ID card) prior to the delivery of alcoholic products;
- deny delivery if the user or the person receiving the order cannot prove that they are at least 18 years old;
- deny delivery to any person, should they reasonably determine that a legal provision is breached by the said delivery.

Tobacco or vaping products

Our Company does not purport to encourage the purchase or use of nicotine, cigarettes, tobacco products, or vaping products in any way. If a User is not already a smoker and addicted to nicotine,

he/she shall not order these products through our platform from the cooperating partner that sells such products.

The tobacco or vaping or CBD products are exclusively and solely addressed to smokers over the age of 18 years and are under no circumstances made for use by non-smokers, children, pregnant women, people with allergies or health problems.

Our Company reserves the right to cancel any order immediately and without notice, should it determine that an order was made by someone not legally capable for the intended purchase or who is below the age of eighteen (18) years.

Moreover, the Company, our partners and the riders, reserve the right to:

- ask for a valid document proving the age of user or of the person receiving the order (e.g., ID card) prior to the tobacco or vaping product delivery;
- deny delivery if the user or the person receiving the order cannot prove that they are at least 18 years old;
- deny delivery to any person, should they reasonably determine that a legal provision is breached by the said delivery.

Limitation of Liability

The Company is solely responsible for fraud or gross negligence and to the extent that its relevant liability can be substantiated under current legislation. By using the Website / Application, Users acknowledge and agree that the content of the Company's platform is provided on an "as is" and "as available" basis and that their use or dependence on it and on any content, goods, products or services to which they have access or obtain access through it, is at their own risk and at their sole discretion. While the Company makes a reasonable effort to ensure that the provision of the Website / Application and the services we offer are available at all times, we do not warrant or declare that our Website and Application will be provided to Users in a secure, and timely manner nor uninterrupted, error-free and without technical difficulties, defects or viruses. We kindly ask the Users to expect temporary interruptions of the operation of the Website / Application due to scheduled or regular system maintenance works, interruptions due to internet or electronic communications or events of force majeure. Therefore, the Company is not responsible for any delays, delivery failures or damages, losses or injuries resulting from any problems inherent to the use of its platform, the internet and electronic communications in general.

The Company or its employees or other representatives or delegates, shall not be held responsible, under any circumstances for any of the consequential, incidental, indirect, special damages or expenses or financial penalties, including indicatively loss of profit, ceased business activity, information or data loss, or client loss, property loss or damage and any third party claims which may arise from or in connection to the use, copy, presentation of the website and its content or any other connected website, regardless of whether the Company was notified, aware or should be aware of this possibility.

The Company, its employees, or other representatives or delegates bear no responsibility for the quality, maintenance, storage and control of food and products displayed on the Website and its Application and sold by cooperating restaurants, stores of health care and other businesses.

The cooperating restaurants, the retail stores and any other businesses that cooperate with the Company, are responsible for the preparation, the condition and the quality of the products sold and for the quality, the accuracy and the completeness of the information that appears on the Website / Application of the Company regarding the products sold by them (including the price list information or any photos they have given to the Company for uploading). They are also responsible for the issuance by the competent authorities and renewal of all licenses or approvals or certifications required by law for their lawful operation, as well as for ensuring that their products sold are legal and comply with all the requirements of the applicable law regarding the relevant category of products.

The cooperating businesses shall be responsible for the delivery of the orders in case the latter is undertaken by them. The Company shall not be responsible for any loss or damage arising out of the User's contractual relationship with the cooperating business that sells the products. All necessary information about these businesses are mentioned in our Website and Application and the receipts for the retail sale of products accompanying the items purchased .

The cooperating restaurants, the retail stores and any other businesses that cooperate with the Company, are, finally, responsible for the data processing exclusively for the purpose of the preparation and the delivery of the orders, in cases whereby the delivery of the orders is undertaken by them.

Allergens

The cooperating restaurants, food and drink stores and any other businesses, apart from their exclusive responsibility as to the quality, maintenance, storage and monitoring of foods and products sold through Foody, shall also be responsible as to the accuracy and completeness of any required labeling and description concerning the ingredients and allergens included in the products of their menu.

Foody does not guarantee that the products sold by the cooperating businesses do not contain allergens. If you have allergies, allergic reactions or dietary restrictions and needs, contact the store directly before completing your order, in order to inform them properly.

When shopping at supermarkets, allergen information is provided through digital ingredient listings. Please note that the product information displayed on the platform may differ from that listed on the physical packaging due to changes in batches or updates from suppliers. Users should always check the product label upon receipt, as it is the only valid source of information.

Display of business partners in our Website/Application

The order in which restaurants or partner stores appear on our Website/App is determined by what is referred to as a "dynamic algorithm." The final display position of a restaurant or store is determined by a combination of a wide range of factors. The most important factors include the distance of the store from the User's location, the time and day of the week in order to display more relevant meal suggestions, the average user ratings of the partner store, the popularity of restaurants, and newly added restaurants that we display in this category in order to introduce them to Users. Additional factors include the frequency with which stores participate in promotional campaigns, any outstanding debts they may have towards the Company, and whether they make use of the delivery service.

In addition, the algorithm uses machine learning technology to tailor results to your preferences. This means it may take into account information derived from your activity, such as your previous orders and the stores you visit, the overall volume of your purchases, as well as how frequently you select stores offering specific promotions or lower delivery fees. The aim is to highlight options that best match your preferences and purchasing habits.

Partner businesses that display their price lists on our Website/App also have the option to purchase an improved position in the ranking in which restaurants/stores available to Users are displayed, as well as within the results shown following a User's search, or to purchase a featured display position that is clearly marked. Paid promotional positions are clearly identified, while factors such as distance, user reviews, and restaurant popularity continue to be taken into account. Other listings that do not bear such marking are not paid for and are determined based on the aforementioned algorithm.

As these factors are continuously changing, the way in which businesses are displayed and presented on our Website and App may also change accordingly.

The Company also provides Users with the ability to influence the ranking of partner stores through the use of filters based on criteria such as proximity to the delivery address, delivery time, minimum order amount, and other relevant parameters.

Withdrawal right towards the cooperating businesses

According to the applicable legislation, Users are entitled to withdraw for any reason whatsoever from the sale contract concluded with the cooperating business (save in the cases and as per the limitations mentioned below) whenever they wish within 14 calendar days from the day they received the ordered products.

It is hereby clarified that the present clause is of informative nature about the Users' withdrawal right and the relevant limitations depending on the nature of the returned product, given that the exercise of the withdrawal right by the User is performed towards the business selling the products and not the Company that acts as an intermediary for the said sale.

Users may exercise their withdrawal right by any of the means provided by the applicable legislation, whilst this right shall in any case be considered as lawfully exercised if the User who wishes to withdraw sends the return form, which can be found here, or if we receive any clear statement from the User about withdrawal with any other convenient way / means (by mail, via email with the Customer Service Department).

Immediately after the exercise of the right of withdrawal, the products must be returned by the User without any undue delay and in any case within fourteen (14) calendar days from the date of declaration about the exercise of the right of withdrawal.

Limitations to the right of withdrawal

The right of withdrawal shall apply only for packaged products returned at exactly the same condition as were when received, without any alteration of their content or opening of the original packaging and accompanied by the receipt.

The right of withdrawal cannot be exercised in the following cases:

- food products cooked or that require preservation;
- personal hygiene products;
- delicate products that can be altered or expire soon, unless these are promotion products as a result of their short expiration date and are defective for another reason;
- sealed products that shall not be returned for reasons of health protection or other hygiene reasons and that were unsealed at the time of delivery;
- baby food and milk;
- any other products mentioned in the special withdrawal form that can be found on our website, depending on the cooperating business that sells the products and the nature of the product.

Information Change, Amendment or Deletion

The Company allows its Users to correct, amend, supplement, or erase data and information they provided to Foody. Should a User choose to erase their information, the Company will take all necessary actions to immediately erase such information/ data from its records. The Company will confirm that the person requesting the changes is actually the same person as the User to ensure the User's protection and security. To gain access, to change or erase their personal data, to report problems as regards the website functioning or to make any question, Users may contact the Company via email at info@foody.com.cy. A change or correction of the Users' data may be made through their profile page at Foody. We request our Users to take into consideration that we will do anything possible in order to protect their personal data, but the protection of the password they use for our website depends on them. For more information as to the protection of their personal data we kindly ask Users to read our Privacy Policy.

Security of Transactions

The Company is committed to safeguarding the security and integrity of the data collected in connection with the Users of its website/ application. The Company has adopted procedures to protect the personal data that Users provide to its website/ application or in any other way (e.g., over the telephone). These procedures protect the Users' data, to the extent possible, from any unlawful access or disclosure, loss, or misuse, alteration or destruction. They also help to verify that these data are accurate and are properly used.

Discount codes/ Coupons

The Company may from time to time organize promotions and offers in the context of which coupons, discount codes, discounts and other promotional activities are granted in order to be used on its Website / Application ("coupons"). The coupons have a specific validity period, a redemption period and can be used only once, unless otherwise stated in the specific communication, by means of which they are provided to the User and for a period until their scheduled expiration date indicated on the coupon or in the relevant email. Once redeemed, the coupons expire. The coupons may not be combined with other offers, discounts or other discount coupons, while special terms and conditions may apply to them, which are set by the Company at its sole discretion, by informing the User accordingly. The coupons are intended for exclusive use on the Website / Application of the Company, unless explicitly provided otherwise, while it is not possible to redeem their value in cash. Coupons may only be redeemed at orders placed to cooperating restaurants and businesses through the Website or Application of Foody and only if the User pays through credit/debit

card/PayPal/Apple Pay/Google Pay. If the total value of the order is less than the value of the Coupon that was granted, the difference is lost.

The Coupons are for personal use exclusively for the User who is registered to the Company and whose account has been created until the day the Coupon is sent or provided and not later. The right to redeem Coupons is only for the Coupon's authorized recipient and cannot be transferred to a third (natural or legal) person. The authorized recipient is verified with the e-mail address used by him as User when creating the account on our Website / Application. Recipients of Coupons shall ensure that the Coupons they have at their disposal will not be used by another person (natural or legal).

Coupons are also subject to these terms of use, as well as any additional terms and conditions may be added to the coupon or the email communication accompanying it, which is sent to Users. The Company reserves the right to change or modify the applicable terms and conditions for the use of the Coupons at any time. Such changes, modifications, additions or deletions to the terms and conditions of coupon use will take effect immediately upon their disclosure and may be done by any appropriate means including, but not limited to, the entering into force of additional terms or amendment of new terms and conditions on the Website and the Application of the Company. The possibility of using coupons may be excluded for some of the cooperating stores without prior notice. In any case, the User will be informed about this event before submitting his order. Resale or delivery or redemption of the value of the coupons by third parties is prohibited in any way. When such behaviors come to the attention of the Company, it has the right to revoke the coupons, suspend the accounts of the persons who have taken such prohibited actions and generally take any measure it deems necessary. The Company reserves the right to cancel, deactivate, put out of transaction or reject any coupon, without prior notice. The Company does not bear any responsibility, civil or criminal, for any loss or rejection, or cancellation or withdrawal of coupon, as well as in case of inability to redeem the coupon by the recipient for any reason.

Rewards Program for Regular Users (Rubies)

The rewards program is a program in which Users collect rubies per month with each order from their favorite cooperating restaurants and businesses participating in the program. Once the User has collected a certain number of rubies (as defined by the cooperating restaurant or business), he / she wins a voucher of a certain value, which will be issued automatically by Foody and can be redeemed on the Foody platform earning the corresponding discount from the same store. The coupon can be redeemed up to sixty (60) days from its issuance.

The collection and redemption of rubies is done per store. Each restaurant or business participating in the program selects the number of rubies to be redeemed, as well as the corresponding coupon amount to be issued as a reward to the User. This information on the number of rubies and the amount of the coupon will be reflected on the page of the respective restaurant on our platform. The rubies that the User has collected in a store of one chain refer to the specific store and not to the whole chain and can be redeemed only in the same store and not in another store of the same chain.

In particular, with each order of the User from a restaurant or business that participates in the program, he collects 1 ruby, regardless of the amount of his order. At least 60' must pass from the last ruby collection in order for the User to be able to receive a new ruby from the same store.

The User's rubies will be zeroed in all stores at the end of the month (i.e. at 00:00 on the 1st of each month), if the required number for receiving the coupon has not been met. The coupon that will be provided will not be able to be combined with another offer, with pinata or with another coupon. The

coupon can be redeemed either by cash payment or by card, as long as it reduces the total amount of the order.

In case the store where the coupon issued can be redeemed stops offering the specific reward program, the User will not be able to collect other rubies but will be able to redeem his coupon in the specific store until the coupon's expiration. In case the store where the coupon issued can be redeemed temporarily suspends its cooperation with the Company for any reason and then the store begins to be re-displayed on the Website and the Foody Application, the coupon will be re-issued with effect of 60 days.

"Foodyversity" program

"Foodyversity" is a program that provides offers, discounts and/or coupons, which are available to and displayed to Users who have successfully completed the process of verifying their student status.

In order for a User to make use of the offers and benefits of the "Foodyversity" program, they must have a Foody account and subsequently complete the process of verifying their student status through our platform, on the Website or the App. In this context, the User may be required to enter certain information relating to their student identity or their enrollment at an educational institution, such as, indicatively, a student identification number or other relevant identification details, depending on the verification method available at the time. The validity of the student identity is verified through an interface with each university participating in the program.

Verification is considered successful provided that the following conditions are met:

(a) the information declared by the User is not already being used by another User for participation in the program, (b) the User's student status is active at the time of verification, (c) the User is an undergraduate, postgraduate, or doctoral student at one of the educational institutions that participate in or are recognized within the framework of the program, and (d) the information provided corresponds to a valid student status.

If the above conditions are not met, the User will receive a relevant warning message indicating that the verification of their student status has been unsuccessful.

The User may disconnect the declared student status from the profile they have created on our Website or App at any time they wish. In such a case, the User will no longer have access to the offers of the "Foodyversity" program, which will no longer be visible on their profile.

Foody reserves the right to temporarily restrict or terminate a User's access to the "Foodyversity" program where it reasonably considers this to be necessary, including indicatively in cases where:

- the User's access to the program is carried out using student identification details that belong to another eligible person, or
- the User's student status ceases to be active after the initial verification, or
- for any reason related to the User's account on our Website or App, in accordance with these Terms of Use, our policies, and the applicable legislation.

Any personal data of Users that comes to our knowledge in the context of the student status verification process will be handled in accordance with the applicable Privacy Statement.

Complaints

Users' complaints regarding any offer, order or execution of the contract they have concluded with the cooperating stores should be addressed directly to these stores. The respective cooperating store bears the sole responsibility towards the Users for the proper fulfillment of the (sale) agreement between them, in accordance with the provisions of the above regarding the limitation of the Company's liability. The contact details of the cooperating stores are posted on the Company's Website / Application.

If Users have complaints about the e-ordering services provided by the Company, they can contact the Customer Service Department via email at info@foody.com.cy. Any personal data of Users that comes to our knowledge for the submission of complaints will be treated in accordance with our current privacy policy.

Ratings

Users have the opportunity to rate on our platform the Collaborating Stores from which products were bought. It is pointed out that the ratings are subjective and they do not in any case express the Company's position about the stores, whether they are positive or negative.

In order to ensure the authenticity of the submitted ratings, the Company enables Users rate only orders that they have submitted themselves and have been successfully executed. Therefore, in order for the Users to rate a store or its services, a necessary condition is that their order has been served by the specific store and that they have received it. After receiving their order, they have the opportunity within seven (7) days to evaluate it by entering their rating for each of the following general categories: the quality of the products, the service of the store and the speed of delivery. Depending on the User's order, it is also possible to evaluate additional characteristics of this order by selecting either the positive or the negative symbol 👍 👎.

The following applies to the automated control and to ensure the validity and reliability of the evaluations:

- only one rating can be submitted for each order,
- in the final rating of the store as well as in the total number of ratings of the additional characteristics of the orders, only the last three ratings per user for the store in a period of 365 days are taken into account, and
- in the total number of ratings of the store are displayed all the ratings of the users.

The User can find the ratings he/she has entered in the field "My ratings" within his/her profile in Foody. The User cannot delete the evaluation after its submission, except for processing it within seven (7) days from the order receipt.

In case of a low score, the User is given the opportunity to submit a comment, in order to share with us the reason why he/she was not happy. The comment that will be written and submitted by the User will not be published on the Website / Application of the Company. It is noted, however, that submitting a comment through the evaluation process does not constitute a request for immediate service. If Users need immediate help for an order they have made, they can contact our Customer Service Department.

The cooperating stores accept that in the context of transactional ethics they will not take advantage of the evaluation opportunity provided by Foody by posting positive or negative evaluations through

third parties who are connected in any way with them (family, friends, staff). If any such action comes to the attention of the Company and is confirmed, the latter reserves the right to block the account of the specific User, to delete all confirmed abusive evaluations of the store and to take all necessary measures for the compliance of the cooperating store that violates these terms.

Of course, we are committed to the protection of our Users' personal data in relation to their ratings, always taking into account the current legislation on the protection of personal rights.

Copyright

All trademarks, logos, images and service marks, including these Terms, as displayed on the Company Website / Application or in the Company promotional material, are the intellectual property of it and / or of third parties who have authorized the Company to use these property rights (collectively the "Intellectual Property"). Users may not use, copy, reproduce, republish, upload / upload, publish, transmit, distribute or modify the intellectual property of the Company in any way without the prior express written consent of the latter. The use of our copyright is strictly prohibited, including, but not limited to, the Company's trademarks and copyright in the Foody logo on any other website without the latter’s prior explicit approval. In case of violation of these terms, the Company is entitled to exercise the rights reserved for the protection of its intellectual property in accordance with the provisions of applicable law. The Company neither guarantees nor states that the use of the materials displayed on the Platform will not violate or constitute an abuse of any rights of third parties that do not belong to the Company or its Affiliates. Any use of any material posted on the Website / Application of the Company is done at the responsibility of the User.

Amendments to the Terms of Use

The Company reserves the right to change or modify the applicable terms and conditions for the use of the Website and the Application at its sole discretion and at any time, by always taking into account the terms set forth under the relevant legislation. Such changes, modifications, additions or deletions to the terms and conditions of use will take effect immediately upon posting or disclosure. By continuing the use of the Website following such change or modification it will be deemed as an acceptance of such changes, modifications, additions or deletions. The Company may, at any time, terminate, change, suspend or terminate any sub-function of this Website and Application including the availability, presentation or description of any product or service. The use of the Website and the Application is subject to the Terms of Use that apply at the time of use of the services offered by the Company.

Periodic revision

The Company is constantly expanding, updating, and improving its Website and Application, as well as the relevant products and services and constantly updates these terms of use. We recommend that the Users read these terms of use regularly, in order to be updated as to any changes thereof. The terms of use may change without a warning or notification to the User.

Governing Law and jurisdiction.

These Terms of use and any amendment thereof shall be governed and construed in accordance with the Cypriot law. For any dispute arising out of the present agreement that cannot be resolved out of court, the competent Courts of Nicosia, Cyprus shall enjoy jurisdiction ratione materiae. All

rights and legal means provided under the terms of use are cumulative and do not exclude other rights and legal remedies provided under law or other agreement.

If any provision of these Terms of Use is determined as invalid by any competent Court with jurisdiction, the invalidity of the same shall not affect the validity of the remaining provisions of these Terms of Use which shall remain in full force.

Electronic Dispute Resolution – Consumer Protection

The European Commission provides a dedicated platform for electronic dispute resolution regarding consumer rights (ODR platform). All consumers residents of Europe have the right to file a complaint for any dispute stemming from online sale of goods and services contracts. This platform can be reached at the website https://ec.europa.eu/odr.

Communication

For any question or clarification concerning the services of the Company you can contact us at info@foody.com.cy.

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