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GENERAL TERMS OF SERVICE

These General Terms of Service (“**Terms**”) are effective as of the date on which they are accepted by Customer (by checking the acceptance box or by any other means of acceptance) (“**Effective Date**”), and are entered into by Customer and Deliverect NV, a company incorporated under the laws of Belgium, with company number BE0692.623.253, with a registered office at Foreestelaan 82, 9000 Ghent, Belgium (“**Deliverect**”). These Terms shall govern Customer’s access to and use of Deliverect Services. Customer must be eighteen (18) years or older to enter into these Terms and to use Deliverect Services. By accessing or using Deliverect Services, Customer agrees to be bound by these Terms. These Terms consist of the General Terms of Service, Ordering Processing Terms, Dispatch Terms, Online Ordering Terms, Pickup Manager Terms, Exhibits, and any future addendums. If you are accepting these Terms on behalf of a third party, you represent and warrant that: (a) you have full legal authority to bind such third party under these Terms; (b) you have read and understood these Terms; and (c) you agree, on behalf of such third party, to these Terms. If you do not have the legal authority to bind such a third party, you must refrain from accepting these Terms on their behalf. All undefined capitalized terms will have the meaning set forth in Exhibit C.

- 1. Deliverect Services.** Deliverect Services are provided to Customer by Deliverect or its Affiliates (as the case may be). Deliverect Services are solely for the use of Customer. If approved by Deliverect, Deliverect Services may also be used, under the same terms and conditions of these Terms, by Affiliates and/or franchisees of Customer. Customer remains liable towards Deliverect (and its Affiliates) for any acts or omissions of its Affiliates and/or franchisees in regards to the use of Deliverect Services, and in respect of their obligations under these Terms. Use of any of the Deliverect Services is subject to these Terms and the specific terms for such services. Customer will not, and will not allow third parties to use Deliverect Services and/or the Deliverect Services Results in any way that is competitive with Deliverect. Deliverect will do its best efforts to provide Deliverect Services in accordance with the current service level agreements, which may be shared (upon request) with Customer or accessed online if that option is made available by Deliverect. Customer acknowledges that Deliverect reserves the right to change the scope of the service level agreements that it offers to Customer.
- 2. Deliverect Account.** Customer will be required to create a Deliverect Account and select its Deliverect Credentials. Deliverect Credentials cannot be shared with third parties, and shall always remain confidential. Customer will immediately notify Deliverect if Customer suspects that the confidentiality of the Deliverect Credentials has been compromised. Customer represents and warrants that it will provide accurate, complete, and up to date information for the creation of the Deliverect Account. Customer shall be responsible for ensuring that the data provided to Deliverect is accurate, current, and complete. Customer is fully liable for any activity occurring under its Deliverect Account.
- 3. License.** Deliverect grants Customer a non-exclusive, restricted, personal, non-transferable, revocable, and non-assignable license to use Deliverect Services, during the Term, in connection with the Restaurants in the Territory. These Terms do not grant and shall not be construed to grant Customer with any other right than the rights expressly granted by these Terms. Any right that is not expressly granted to Customer hereunder is reserved by Deliverect.
- 4. Restrictions.** Customer agrees and acknowledges that it shall not, and shall not allow third parties to: (a) copy, duplicate, create derivative works from, frame or "mirror" Deliverect Service or any part thereof on any server or wireless or internet-based device, republish, download, display, transmit, translate, distribute or create Internet “links” to all or any portion of the Deliverect Services in any media or form; (b) modify, reconstruct, adapt, alter, reverse compile or reverse engineer, attempt to discover the source code or underlying algorithms user interface techniques or ideas, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Deliverect Services; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available any



part of the Deliverect Services to any third party; (d) access Deliverect Service or any part thereof for purposes of monitoring the availability, the performance or the functionality of Deliverect Service, nor for any benchmarking or competitive purposes; (e) access or use Deliverect Service or any part thereof to provide services to third parties, to build a competitive product or service or a product or service using similar ideas, features, functionalities, functions or graphics as the Deliverect Services or any part thereof; (f) take any action in an attempt to cause malfunction, crash, tamper with or otherwise impair the Deliverect Services or any part thereof; or (g) take any action that would cause the any information related to the Deliverect Service to fall in public domain.

5. **Service Results.** Deliverect grants Customer a non-exclusive, restricted, personal, non-transferable, revocable, and non-assignable license to use Deliverect Service Results during the Term. Customer agrees and acknowledge that it shall not, and shall not allow third parties to: (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, translate, adapt, alter or distribute all or any portion of the Deliverect Service Results in form or media, except as required for the usual operational activities related to order processing, menu management and stock accounting for a Restaurant; (b) sell, resell, rent, lease, distribute, display, disclose or otherwise commercially exploit or otherwise make available the Deliverect Service Results to any third party, and (c) use the Deliverect Service Results or any part thereof to provide services to third parties, to build a competitive product or service or a product or service using similar ideas, features, functions or graphics as the Deliverect Services or any part thereof or to copy any ideas, features, functions or graphics of the Deliverect Services Results or any part thereof.
6. **Service and Product Updates.** Deliverect reserves the right to update, remove, restrict, bundle, improve, deprecate, and/or modify the Deliverect Services, any of the functionalities that can be accessed by Customer in connection with any Deliverect Services, and the functionalities that are covered by each tier of the tier program, at any time and for any reason. If an update does not materially change and/or affect the Deliverect Services (as defined by Deliverect), such update will be implemented without notice. Deliverect will provide thirty (30) day's notice to Customer of any updates that, in Deliverect's sole discretion, may materially impact and/or affect Deliverect Services.
7. **Aggregated Data.** Customer acknowledges that Deliverect may use aggregated and anonymized data related to Customer's use of the Deliverect Services for multiple purposes, including but not limited to analytics, product developments, and to identify market trends. Deliverect may share aggregate data with third parties and use it for any other commercial purposes.
8. **Fees.** In consideration for the provision of Deliverect Services, Deliverect or its Affiliates (as the case may be) will charge Fees to Customer. The applicable Fees and their conditions are set forth in the Order Processing Terms, Online Ordering Terms, Dispatch Terms, and Pickup Manager Terms respectively. Customer shall pay Deliverect the applicable Fees based on the Deliverect Services used by Customer. Unless otherwise specified by Deliverect, Fees for the use of Deliverect Services are non-refundable.
9. **Invoicing and Payment Term.** Customer shall provide Deliverect with complete, correct and accurate invoicing and contact information, including legal name, address, e-mail address, name and telephone number of the authorized billing administrator, valid VAT/ Tax ID number, and shall update this information at the latest within thirty (30) days counted as of the moment the information changes, failing which Deliverect reserves the right to cease, suspend or interrupt Deliverect Services, without prejudice to its right to compensation for losses, damages and costs. The applicable payment terms of the Fees are set forth in the Order Processing Terms, Dispatch Terms, Online Ordering Terms, and Pickup Manager Terms. Customer shall have ten (10) days to dispute any invoice issued by Deliverect by sending a written request to the email address



provided in the invoice and/or by contacting support (if that option is available). Invoices that are not disputed within this term, are deemed to be accepted by Customer.

10. **Interests.** If payment of an invoice is not made on time, Customer will be liable for payment, without prior notice being required, from the maturity date of the invoice until payment in full of the invoice, to payment of default interest at a rate of 8% per annum (or the maximum permitted by the applicable law, whatever is higher), without detriment to Deliverect's right to compensation for losses, damages and costs effectively suffered as a result of the late payment.
11. **Taxes.** All Fees are exclusive of any and all direct and indirect taxes imposed by taxing authorities.
12. **Changes to the Fees.** Deliverect reserves the right to increase the Fees. Changes to the Fees will be notified by Deliverect with thirty (30) days notice to Customer. Continued use of the Deliverect Service by Customer after expiration of the notice period will be interpreted and construed as Customer's express acceptance of the updated Fees.
13. **Suspension of Deliverect Services.** Deliverect reserves the right to suspend the provision of any and/or all Deliverect Services to Customer (or a Restaurant) when: (a) Deliverect suspects and/or confirms that the use of the Deliverect Service is contrary to these Terms or to Deliverect's instructions; (b) Deliverect suspects and/or confirms that the confidentiality and/or security of the Deliverect Credentials has been compromised; (c) Deliverect suspects and/or confirms that Deliverect Services are being used in an unlawful and/or fraudulent manner, or in a way that affects Deliverect's reputation and/or business; (d) The account of Customer (and/or of any Restaurant) is in arrears; (e) Customer fails to update its invoicing details; (f) There is a failure of internet infrastructure beyond Deliverect's reasonable control; (g) Infrastructure maintenance of the Deliverect Services is required; (h) when any of the third party vendors that support the provision of Deliverect Services has an outage and/or when the services of such vendors are down due to any type of maintenance; (i) When Customer is subject to sanctions imposed by the government of United States of America, the European Union, or any member state of the European Union, and/or; (j) When Customer creates a Deliverect Account on the name of a third party.
14. **Tier Program.** Deliverect reserves the right to create a tier program for the Deliverect Services. Under the tier program, certain functionalities of any or all of the Deliverect Services may be bundled into different tiers. The pricing of each tier will vary depending on the functionalities of such a tier. Information about the different tiers, its pricing, and their functionalities will be provided to Customer in the format chosen by Deliverect. Customer acknowledges and agrees that the tier program may restrict or remove access to certain functionalities of any or all of the Deliverect Services that Customer had access to prior to the launch of the tier program. In accordance with Section 7 of the General Terms, Deliverect shall provide thirty (30) days notice to Customer for the launch of the tier program. Customer will be given the option to select a tier before the expiration of the notice period. If Customer fails to select a tier, Customer will no longer be able to use the functionalities of the Deliverect Services that were bundled under any of the tiers. In accordance with Section 6 of the General Terms, Customer acknowledges and agrees that Deliverect reserves the right to modify the functionalities that are bundled in each tier, in which case Deliverect shall provide thirty (30) days notice to Customer.
15. **Technical Support.** Deliverect will provide technical support to Customers. Support can be accessed by Customers through the following channels: <https://deliverect.zendesk.com/hc/en-us/articles/360017438517-Contact>. Support hours will vary per region, for more information please visit the above website. Deliverect reserves the right to suspend the provision of technical and operational support, or to change the scope of those services. Deliverect may introduce different support tiers to access technical and operational support, which may be subject to additional conditions and fees.

- 16. Non-GA Services.** Deliverect may invite Customer to try and test Non-GA Services. Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes only and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms and conditions. Non-GA Services are not considered Deliverect Services hereunder and are provided without any express or implied warranty whatsoever. Deliverect may discontinue Non-GA Services at any time at Deliverect's sole discretion and may never make them available again.
- 17. Customer Personal Data and Channel Data.** Customer's use of Online Ordering Services, Dispatch Services, and any other services, features or products launched by Deliverect in the future, may require Deliverect to process Customer Personal Data. Channel Data required for the provision of Order Processing Services and Pickup Manager Services will be transferred to Deliverect by the online delivery channel(s) that Customer works with, and will be processed by Deliverect under the terms of the agreement executed with each online delivery channel. The categories of Channel Data for the provision of Order Processing Services may vary depending on the online delivery channel that transfers it to Deliverect. Deliverect and Customers based in the European Economic Area that use Online Ordering Services and/or Dispatch Services, agree to be bound by the Data Sharing Terms for EU Customers. Deliverect and Customers based outside the European Economic Area that use Online Ordering Services and/or Dispatch Services, agree to be bound by the Data Sharing Terms of Non-EEA Customers. Deliverect's privacy notice and cookie policy, available at www.deliverect.com, are an integral part of these Terms.
- 18. Cooperation.** Customer shall provide Deliverect with all necessary cooperation and with access to all information as may be required by Deliverect for the performance of these Terms and the provision of Deliverect Services. Customer agrees that the information provided for the performance of the Terms and the provision of Deliverect Services (including Customer Personal Data) shall be accurate, complete and up to date. Customer shall maintain all the necessary consents and permissions for Deliverect to perform its obligations under these Terms (including for the processing of Customer Personal Data) and shall perform its obligations under these Terms in a timely and efficient manner.
- 19. Network Requirements.** Customer shall ensure that its network, file and web transfer protocols and message structures and any other systems which may be used in relation and/or in connection with Deliverect Services, comply with the standards that need to be met in order for the Deliverect Services to be operational as published on <https://support.deliverect.com> or with the specification which may be provided by Deliverect from time to time, and shall be solely responsible for procuring and maintaining the network and telecommunications connections between its IT-environment and Deliverect's Services.
- 20. No Endorsement.** Deliverect does not endorse any third party websites, delivery channels, services or products even if they are linked or can be accessed through the Deliverect Services. Deliverect shall not be liable for any content, products, services or other materials that are made available by these third parties to Customer. While using the Deliverect Services, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third parties, such as advertisers or sponsors, showcasing their goods and/or services through the Deliverect Services and/or through any Deliverect platform. Any such services and/or products and their terms, conditions, warranties or representations, are solely between Customer and said third party. Deliverect shall have no liability, obligation or responsibility for such third party services or products, and will not be a part of the contractual relationship between Customer and such third parties.



- 21. Non-Exclusive Relationship.** These Terms are non-exclusive and will not be construed as a requirements contract. For the avoidance of doubt, nothing herein will be interpreted as to prevent Customer or Deliverect from entering into similar agreements with third parties, and/or providing third parties with any kind of services or products.
- 22. Trademarks.** Customer grants to Deliverect, and Deliverect grants to Customer a limited, non-exclusive and non-transferable license during the Term, to use each party's respective Trademarks, on a royalty free basis, in connection with the activities related to these Terms. This license includes the right to reproduce, adapt and represent (in connection with all or part of the activities related to these Terms) the other party's Trademarks for the entire world, using all means and media, and without any restriction of any kind as regards exploitation methods, number of prints, dissemination or utilization. All uses of a party's Trademarks (owned or licensed, as applicable) will be in the form and format specified or approved by the party that owns (or is a licensee of, as applicable) such Trademarks. Other than as specifically set forth in these Terms, neither party will use the other party's Trademarks without the prior, express, written consent of the other party. All goodwill related to the use of a party's Trademarks by the other party will inure to the benefit of the party that owns (or is a licensee of, as applicable) such Trademarks. Except as expressly set forth herein, neither party will be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved. Neither party will not try to register or otherwise use and/or claim ownership in any of the other party's Trademarks, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.
- 23. Intellectual Property.** These Terms do not intend and shall not bring or be construed to bring any change to the propriety of or licenses to any Intellectual Property of the Customer or Deliverect. Customer and Deliverect agree that they shall not, as a result of these Terms, be entitled to any claim with regard to any Intellectual Property to which, prior to the signing of these Terms, was not entitled. Deliverect is and remains the exclusive owner of all its Intellectual Property relating to its products and services including, but not limited to, the Intellectual Property that underlies or is incorporated, included or used in the Deliverect technology, Deliverect Services, website, or software.
- 24. Confidentiality.** Each Recipient agrees that it will not disclose the Discloser's Confidential Information to any third parties other than its Representatives, or use it in any way other than as necessary to perform its obligations under these Terms. Each Recipient will ensure that Confidential Information will only be made available to those of its Representatives who have a need to know such Confidential Information and who, prior to any disclosure of such Confidential Information, are bound by written obligations of confidentiality with respect to such Confidential Information that are no less stringent than those set forth in these Terms. The Recipient will cause its Representatives to comply with the confidentiality obligations of these Terms and will be solely responsible for any breach of these Terms by any of its Representatives. Each Recipient will not, and will not authorize others to, remove or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on use and disclosure of Confidential Information will not apply to the extent: (i) the Discloser has authorized such use or disclosure and (ii) a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose (to the extent legally permissible) and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of these Terms and as requested by Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form. Neither Party makes any representation or warranty that Confidential Information is complete or accurate; all Confidential Information is provided "as is".



- 25. Publicity.** Except as may be expressly set forth in these Terms, required by law, or otherwise agreed by the parties in writing, neither Customer nor Deliverect may issue a press release or otherwise refer to the other party in any manner with respect to these Terms or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the above, Customer authorizes Deliverect to promote the partnership with Customer through Deliverect's social media channels (including Facebook, Instagram, LinkedIn, and others), on its website, and on marketing materials created by Deliverect.
- 26. Insurance.** During the Term and for one (1) year thereafter, each party will maintain: (a) Contractual liability insurance with policy limits of not less than one million euros (€1.000.000) combined single limit per occurrence, and; (b) General liability insurance with policy limits of not less than one million euros (€1.000.000) combined single limit per occurrence. All policies will be written by reputable insurance companies. Customer shall not cancel or materially reduce its insurance without thirty (30) days prior written notice to Deliverect. Upon a party's request, the other party will provide evidence of the insurance required herein. In no event will the limits of any policy be considered as limiting the liability of a party under these Terms.
- 27. Representations and Warranties.** Customer and Deliverect hereby represent and warrant that: (i) they have full power and authority to enter into these Terms and perform its obligations hereunder; (ii) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their origin; (iii) they will comply with all Applicable Laws and regulations in their performance of these Terms (including without limitation all applicable Data Protection Laws); (iv) the content, media and other materials used or provided by such each party as part of these Terms or required for the provision of Deliverect Services shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party; and (v) no consent, authorization or approval from any governmental authority or any other entity is necessary in connection with the execution, delivery and performance by either party of these Terms or any of the obligations hereunder.
- 28. Disclaimer.** Deliverect makes no representations, and hereby expressly disclaims all warranties, express or implied, statutory or otherwise, to the maximum extent permitted by applicable law, regarding the Deliverect Services, Non-GA Services, its products or any portion thereof, including any implied warranty of merchantability or fitness for a particular purpose, implied warranties arising from course of dealing or course of performance, performance, reliability, availability, accuracy or completeness. Customer acknowledges and agrees that Deliverect Services (including Non-GA Services) are provided "as is". Deliverect does not warrant that Deliverect Services (or Non-GA Services) shall be uninterrupted, error-free or that they shall meet Customer's specific needs, nor that Deliverect Services (or Non-GA Services), or information provided by Deliverect under these Terms shall be free from viruses, harmful components, errors or defects (nor that the said shall be corrected), nor that Deliverect Services (or Non-GA Services) shall operate in combination with other services, hardware, software, system or data. Deliverect shall have no liability for the (in)correctness of any data provided to it under these Terms or for any malfunction of the Deliverect Services (or Non-GA Services).
- 29. Indemnification.**

 - a. From Customer: Customer will indemnify, defend and hold harmless Deliverect, its Affiliates and their respective directors, officers, employees and agents (the "**Deliverect Indemnified Party**") from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) (collectively, "**Losses**") with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of the Customer, its Affiliates, or its or their respective employees or agents in their performance of this Terms; (b) any claims that Customer breached its representations or warranties under these Terms; (c) any claims that Customer's Trademarks or Intellectual property infringe a third party's intellectual property rights, as long as such Trademarks and



intellectual property has been used in the manner approved by Customer; (d) the breach Customer's breach of any of its obligations under these Terms or any applicable law; (e) The promotions and/or discounts offered by Customer to its clients in connection with the Online Ordering Services, and/or with any Losses arising from the nature or the quality of the Products sold by Customer to its clients through the Online Ordering Services, and/or delivered to its Customers in connection with Dispatch Services.

- b. **From Deliverect:** Deliverect will indemnify, defend and hold harmless Customer, its Affiliates and their respective directors, officers, employees and agents (the "**Customer Indemnified Party**") from and against any Losses with respect to: (a) the negligence or willful misconduct of the Deliverect, its Affiliates, or its or their respective employees or agents in their performance of this Terms, or; (b) any third party claims alleging that the use of Deliverect Services as permitted hereunder infringes or misappropriates a third party's intellectual property right, and shall indemnify Customer Indemnified Parties as a result of, and for amounts paid by Customer under a court-approved settlement of, Losses; provided, however, that Deliverect (and its Affiliates) shall have no liability under this section 29 (b) to the extent that Losses arise from Customer's negligence, misconduct, or breach of the Terms.
- c. **Procedure:** Each indemnified party shall provide prompt notice to the other party of any potential claim subject to indemnification hereunder. The indemnifying party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the indemnified party. The indemnifying party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the indemnified party, which will not be unreasonably withheld. The indemnified party will reasonably cooperate with the indemnifying party in the defense of a claim, at the indemnifying party's expense.

30. **Limits of Liability.**

- a. Except for either party's indemnification obligations, or damages arising from either party's willful misconduct, to the maximum extent permitted by law, in no event shall Deliverect or Customer be liable for any claim for any indirect, punitive, incidental, exemplary or consequential damages, for loss of business profit, or damages for loss of business of a Restaurant, Customer, or any third party arising out of these Terms, or loss or inaccuracy of data of any kind, whether based on contract, tort or any other legal theory, even if Deliverect or Customer have been advised of the possibility of such damages.
- b. Deliverect's combined total cumulative liability of each and every kind under these Terms shall not exceed €500, and Customer's combined total cumulative liability of each and every kind under these Terms shall not exceed €500. Deliverect's total cumulative liability for indemnification obligations set forth in these Terms shall not exceed €1.000.

31. **Governing Law and Dispute Resolution.** These Terms shall be governed, construed, and interpreted in accordance with the laws of Belgium, without regard to its conflict of laws provisions. Disputes that relate to these Terms will in first instance try to be resolved through amicable resolution between the parties. If Customer and Deliverect fail to resolve the Dispute, either party may file legal action against the other before the courts of Gent, Belgium.

32. **Term and Termination.**

- a. These Terms are effective from the Effective Date until they are terminated by either party in accordance with these Terms ("**Term**").



- b. Either Party ("**Terminating Party**") may immediately terminate these Terms by giving written notice to the other party, if the other party: (a) is the subject of adverse and negative publicity which the Terminating Party, acting reasonably, considers to adversely and materially affect the Terminating Party's brand, reputation or public image; (b) breaches any of its warranties, representations, and/or obligations under these Terms, or; (c) has engaged in activity that the Terminating Party reasonably believes is fraudulent or unlawful.
 - c. Customer may stop using Deliverect Services at any time. Subject to any financial commitments expressly made by Customer in these Terms, Customer may terminate these Terms for its convenience at any time with ninety (90) days written notice to Deliverect. Deliverect may terminate these Terms for its convenience at any time without liability to Customer by providing written notice.
 - d. Upon termination Deliverect shall terminate Customer's access to the Deliverect Account, and the data residing therein, and Customer will lose access to all of the data, information, and content related to Customer's use of the Deliverect Services (including the Deliverect Service Results).
- 33. Changes to the Terms.** Deliverect reserves the right to modify these Terms, for any reason, by posting an updated version on www.deliverect.com or by providing written notice to the email address associated with the Deliverect Account. Deliverect will inform Customer of any changes that are made to the Terms, which in Deliverect's discretion will have a material impact on Customer. Material changes to the Terms (as defined by Deliverect) will become effective thirty (30) days after notice is provided, except for when those changes are required by an administrative or judicial order, to comply with any applicable law or regulation, or to respond or react to a security related issues, in which case those changes will be effective immediately. Deliverect reserves the right to select the channel and/or means by which notice of material changes will be provided.
- 34. General.**
- a. All payment, confidentiality, indemnity, and limits of liability obligations shall survive the expiration or termination of these Terms.
 - b. Customer shall comply with all Applicable Laws and regulations (including Data Protection Laws, health and safety regulations, tax laws, and consumer protection laws). Customer's use of the Deliverect Services is subject to all applicable local, state, national and international laws and regulations. This comprises all legal obligations incumbent on the Customer to mark beverages as alcoholic and label food ingredients as containing allergens. Customer will not use the Deliverect Services or any content for any purpose or in any manner that is unlawful (including, without limitation, in any manner which violates the export or trade controls of the EU or any other country) or prohibited by these Terms, or which infringes the rights of Deliverect or third parties.
 - c. Any notice to Deliverect should be provided at legal@deliverect.com. Notices to Customer will be sent to the email address provided by Customer in the onboarding process. Notice terms shall be calculated using calendar days.
 - d. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provision or exercise such options.



- e. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the remainder of these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the content and purposes of these Terms.
- f. Any delay in or failure by either party in the performance of these Terms shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting in or interference with the performance of its obligations under these Terms.
- g. Customer may not assign or transfer these Terms or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Deliverect. Deliverect reserves the right to assign these Terms or any of its rights and obligations hereunder, in whole or in part, without written notice to Customer, to any of its Affiliates or to any third party.
- h. The parties expressly agree that these terms do not create a joint venture, partnership, or agency relationship between Deliverect (and/or Deliverect's Affiliates) and Customer (an/or Customer's Affiliates). Neither party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used in connection with these Terms.
- i. These Terms contain the full and complete understanding and agreement between the parties. Unless otherwise stated herein, these Terms supersede all prior understandings and agreements, whether oral or written executed between Customer and Deliverect.
- j. The parties acknowledge that there are no third party beneficiaries to these Terms. Nothing contained in These Terms is intended to or shall be interpreted to create any third-party beneficiary claims.



ORDER PROCESSING TERMS

The following Order Processing Terms govern Customer's access to and use of the Order Processing Services. These Ordering Processing Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

- 1. Scope.** Deliverect (or an Affiliate, as the case may be) will provide Customer with Order Processing Services in accordance with these Order Processing Terms. Order Processing Services may also include Customer's access to other functionalities, including but not limited to menu and stock management, reporting tools, and other products, functionalities, or features made available by Deliverect in the future. Unless otherwise informed by Deliverect, Order Processing Services are provided under a subscription model.
- 2. Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed, Customer will be able to use Order Processing Services. Order Processing Services can be accessed by Customers through the Dashboard. Use of the Dashboard is subject to the terms and restrictions that apply to Deliverect's Intellectual Property as set forth in the General Terms.
- 3. Subscription Fee.** In consideration for the provision of Order Processing Services, Deliverect or any of its Affiliates (as the case may be) will charge Customer the monthly Subscription Fee that Customer agreed to pay in the quote issued by Deliverect or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. The amount of the Subscription Fee may vary depending on the volume of orders that were processed in connection with the Order Processing Services in the respective Subscription Period. The Subscription Fee applies for each Restaurant that receives and/or uses Order Processing Services. The Subscription Fee shall be paid in the currency of the quote issued by Deliverect or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Deliverect Services is done by an Affiliate of Deliverect, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Subscription Fee shall be invoiced as of the date on which the first order of a Restaurant is processed by Deliverect in connection with the Order Processing Services. If the Subscription Fee varies based on the volume of processed orders, Deliverect reserves the right to upgrade or downgrade the applicable Subscription Fee that Customer has to pay for each Subscription Period as applicable.
- 4. Subscription Period.** Unless otherwise notified by Deliverect, the Subscription Period is thirty (30) days as of the issuance date of the invoice for the Subscription Fee. The subscription will be automatically renewed for additional periods of thirty (30) days, unless Customer provides fifteen (15) days notice to Deliverect prior to the expiration of the Subscription Term.
- 5. Invoicing and Payment Term.** Invoices for the Subscription Fee will be issued to Customer on the last day of the Subscription Period. Invoices for the Subscription Fee shall be paid by Customer within the next thirty (30) as of the issuance date of the invoice. Customer authorizes Deliverect (and/or its Affiliates, as the case may be) to charge the Subscription Fee to Customer's credit and/or debit card on file.
- 6. No responsibility for delivery channels or POS providers.** Customer hereby acknowledges and agrees that Deliverect shall not be responsible or liable if orders cannot be processed in connection with the Order Processing Services as a result of an issue, outage, problem, bug, or defect caused directly or indirectly by the delivery channel(s) and/or point-of-sale provider(s) used by Customer.
- 7. Privacy.** Customer represents and warrants that it will only use Channel Data for the purpose of preparing the orders. Furthermore, Customer acknowledges and agrees that it may not engage in any Processing activities (as defined by GDPR) with Channel Data.



DISPATCH TERMS

The following Dispatch Terms govern Customer's access to and use of the Dispatch Services. These Dispatch Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

- 1. Scope.** Deliverect (or an Affiliate, as the case may be) will provide Customer with Dispatch Services in accordance with these Dispatch Terms. For the sake of clarity, Dispatch Services are not delivery services. Deliverect's role in the provision of Dispatch Services is limited to facilitating the provision of Delivery Services by connecting Customer with the Selected Delivery Provider through a delivery platform operated by Deliverect. The merchant/provider of delivery services shall be the Selected Delivery Provider or its couriers (as the case may be), not Deliverect. Dispatch Services can be used in connection with OO Orders or with No-OO Orders.
- 2. Dispatch Integration Services.** In regions where Dispatch Services cannot be provided as described herein, Deliverect reserves the right to offer Dispatch Integration Services to Customer under a subscription model. For the sake of clarity, if Customer uses Dispatch Integration Services, Customer will have a direct billing relationship with the delivery provider that is integrated with the Customer's platform. In consideration for the provision of Dispatch Integration Services, Deliverect (or any of its Affiliates) shall charge Customer the Subscription Fee that Customer agreed to pay in the quote issued by Deliverect, or the one that was chosen in the self-onboarding flow if such option was made available for Customer. The Subscription Fee applies for each Restaurant that receives and/or uses Dispatch Integration Services. The Subscription Fee shall be paid in the currency of the quote issued by Deliverect or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Deliverect Services is done by an Affiliate of Deliverect, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Subscription Fee shall be invoiced as of the date on which the first order of a Restaurant is processed by Deliverect in connection with the Dispatch Integration Services. Sections 4 and 5 of the Order Processing Terms are equally applicable to the Subscription Fee for Dispatch Integration Services. Section 6 of the Order Processing Terms is applicable to the Dispatch Integration Services only in regards to the delivery providers that are integrated with the Customer's platform.
- 3. Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed, Customer will be able to use Dispatch Services. Dispatch Services can be accessed by Customers through the Dashboard. Use of the Dashboard is subject to the terms and restrictions that apply to Deliverect's Intellectual Property as set forth in the Terms. Customer must have a credit card on file with sufficient funds to be able to use Dispatch Services. The lack of funds on the credit card will result in a suspension of Dispatch Services to Customer. When Dispatch Services are used in connection with No-OO Orders, Customer authorizes Deliverect to instruct the Payment Processing Provider to make a temporary authorization hold on Customer's credit card for the total amount of the Dispatch Fee and the Delivery Fee. If the authorization hold fails, Customer will not be able to place a delivery request with the Selected Delivery Provider. If the authorization hold is successful, the delivery request will be placed with the Selected Delivery Provider, and the total amount of the Delivery Fee and the Dispatch Fee will be charged on the credit card upon completion of the Delivery Service.
- 4. Dispatch Fee and Delivery Fee.** In consideration for the provision of Dispatch Services, Deliverect or any of its Affiliates (as the case may be) will charge Customer the Dispatch Fee that Customer agreed to pay in the quote issued by Deliverect or the one chosen in the self-serve onboarding if that option was made available for Customer. The Dispatch Fee shall be applicable to each delivery request that is processed by Deliverect in connection with the Dispatch Services. In consideration for the provision of delivery services, Customer shall pay the Delivery Fee (and/or the cancellation fee, as the case may be) to the Selected Delivery Provider. The Delivery



Fee shall be displayed for Customer on the Dashboard before placing a delivery request with the Selected Delivery Provider.

5. Invoicing, Payment Flows, and Refunds.

- a. **Dispatch Fee:** Invoices for the Dispatch Fee will be issued by Deliverect on the last day of the month. Customer hereby acknowledges and agrees that the Dispatch Fee is non-refundable, including when the delivery service is canceled by the Selected Delivery Provider or Customer. The billing period starts on the last day of the respective month at 00:00:00 until the second last day of the month at 23:59:59 central european time.
- b. **Delivery Fee:** Unless otherwise agreed between Customer and the Selected Delivery Provider, invoices for the Delivery Fee will be issued by the Selected Delivery Provider upon completion of the delivery service. Customer hereby authorizes Deliverect to share Customer's invoicing information and details with the Selected Delivery Provider.
- c. **Payment Flows.**
 - i. For OO Orders: The Dispatch Fee and the Delivery Fee shall be collected by the Payment Processing Provider from the Final Revenue. The Payment Processing Provider, acting under the instructions of Deliverect, will remit payment of the Delivery Fee to the Selected Delivery Provider, and payment of the Dispatch Fee to Deliverect.
 - ii. For No-OO Orders: The Dispatch Fee and the Delivery Fee shall be collected from Customer's credit card on file, as set forth in Section 2 of these Dispatch Terms. The Payment Processing Provider, acting under the instructions of Deliverect, will remit payment of the Delivery Fee to the Selected Delivery Provider, and payment of the Dispatch Fee to Deliverect.

6. **Cancellation and Refund Criteria.** The applicable refund and cancellation rules may vary depending on the Selected Delivery Provider. Deliverect shall apply refunds and cancellations as agreed with each Selected Delivery Provider. Customer may contact the Selected Delivery Provider for additional information.
7. **Billing Services.** Deliverect may offer billing services to Customer, which entail the creation of a monthly billing statement to aggregate invoices issued to Customer by the Selected Delivery Providers that provided delivery services to Customer on a given month. Deliverect reserves the right to choose the applicable format of the billing statement. If billing services are provided, the billing statement will be sent to Customer at the end of each month, provided that Customer used Dispatch Services in such a given month.
8. **Delivery Support.** Customer will be able to access support from the Selected Delivery Provider as set forth in the Delivery Terms, or through the support channels that are communicated to Customer by Deliverect. Customer acknowledges and agrees that Deliverect is in no way responsible for providing support to Customer for any issues that arise and/or relate to the provision of delivery services by the Selected Delivery Provider.
9. **No responsibility for the Selected Delivery Provider.** Customer hereby acknowledges and agrees that Deliverect shall not be responsible or liable for any acts or omissions of the Selected Delivery Provider or its couriers, including for the issues that might relate with the products of an order that are transferred by Customer to the Selected Delivery Provider, or for any issues related with the delivery service.



- 10. Delivery Provider Selection.** The Dashboard will allow Customers to: (a) manually select the delivery providers that Customers wants to see displayed in their Dashboard, and manually choose the Selected Delivery Provider for each order and/or; (b) Define a set of rules such as maximum Delivery Fee, maximum pickup time, tie-breakers, and others that are made available by Deliverect, to automatically choose and send a delivery request the Selected Delivery Provider when such rules are met.
- 11. Delivery Details.** Delivery Details of the delivery providers enabled by Customer will be displayed for Customer in the Dashboard.
- 12. Provision of Delivery Services.** Each delivery request that is placed by Customer through the Dashboard and that is accepted by the Selected Delivery Provider creates a legally binding relationship between Customer and the Selected Delivery Provider. Customer acknowledges and agrees that Deliverect is not a part, and will not be a part of the contractual relationship between Customer and the Selected Delivery Provider. The provision of delivery services by the Selected Delivery Provider shall be governed by the Delivery Terms. Delivery Terms will be displayed in the Dashboard for Customer to review and accept before placing a delivery request with the Selected Delivery Provider. Customer will not be able to request the provision of delivery services from the Selected Delivery Provider if the Delivery Terms are not previously accepted by Customer.
- 13. Dispatch Data.** Dispatch Data will be processed by Deliverect for the provision of Dispatch Services. The terms under which Dispatch Data is processed are governed by the Data Sharing Terms for EU Customers or the Data Sharing Terms for Non-EEA Customers as applicable. Customer acknowledges that Deliverect will share Dispatch Data with the Selected Delivery Provider. Unless Customer provides additional rights to the Selected Delivery Provider under the Delivery Terms, or unless the Selected Delivery Provider becomes the controller of the data, Deliverect will instruct the Selected Delivery Provider to only use Dispatch Data for the purpose of providing the delivery service, and to delete such data upon completion of the delivery services.
- 14. Courier Data.** The provision of Delivery Services requires Customer to receive Courier Data from the Selected Delivery Provider. Customer acknowledges and agrees that Courier Data can only be used for the provision of the delivery services, and that such data cannot be stored or processed by Customer for any purpose.
- 15. Compliance.** Customer hereby represents and warrants that it shall not, and will not allow third parties to use the Dispatch Services to request the delivery of Restricted Products, or to use Dispatch Services in any way that violates any Applicable Laws.



ONLINE ORDERING TERMS

The following Online Ordering Terms govern Customer's access to and use of the Online Ordering Services. These Online Ordering Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Deliverect (or an Affiliate, as the case may be) will provide Customer with Online Ordering Services in accordance with these Online Ordering Terms. The Delivery and Pickup Channels associated with the Online Ordering Services are hosted by Deliverect. If Customer is also using Order Processing Services, orders placed by Customer's clients on the Delivery and Pickup Channels, will be processed in accordance with the Order Processing Terms.
2. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed (including the process of creating an account with the Payment Processing Provider and disclosing the necessary information and documentation for that purpose), Customer will be able to use Online Ordering Services. Online Ordering Services can be accessed by Customers through the Dashboard. Use of the Dashboard is subject to the terms and restrictions that apply to Deliverect's intellectual property as set forth in the Terms. Customer's use of Online Ordering Services is contingent on Customer's creation of an account with the Payment Processing Provider, which Customer will be able to do through the Dashboard.
3. **Online Ordering Fees.** In consideration for the provision of Online Ordering Services, Deliverect shall charge Customer the Online Ordering Fees that were agreed by Customer in the quote issued by Deliverect or in the self-serve onboarding if that option was made available for Customer. For the sake of clarity, Online Ordering Fees will be calculated based on the Basket-size of each order. Online Ordering Fees apply to each order that is processed by Deliverect through the Online Ordering Services.
4. **Subscription Model.** Customers that were using Online Ordering Services under a subscription model prior to the launch of these Terms, will be allowed to keep the subscription model and the applicable subscription fee that was agreed with Deliverect. Notwithstanding, Customer acknowledges and agrees that pursuant to Section 12 of the General Terms, Deliverect has the right to change the way in which fees are calculated (which includes the subscription fee for Online Ordering Services), meaning that Customer might be switched to a transactional pricing structure as set forth in these Online Ordering Terms in regards to Online Ordering Fees. If Customer is switched to a transactional pricing structure, Customer will be required to disclose KYC information to the Payment Processing Provider in order to receive payments.
5. **Invoicing and Payment Term.** Invoices for the Online Ordering fees will be issued to Customer on the last day of the month. Online Ordering Fees are collected and transferred to Deliverect by the Payment Processing Provider upon completion of each transaction. The billing period starts on the last day of the respective month at 00:00:00 until the second last day of the month at 23:59:59 central european time.
6. **Functionalities of the Delivery & Pickup Channels.** Unless otherwise informed by Deliverect, Online Ordering Services will allow Customer to: (a) Set the delivery radius, and the delivery fee that Customer will charge to its clients; (b) Create Delivery and Pickup Channels in the available languages supported by Deliverect; (c) Give its clients the ability to choose delivery and/or pick up methods; (d) Create and import menus; (e) Create promotions or discounts for its clients, and; (f) Customize the website based on the parameters provided by Deliverect.
7. **QR Codes.** Customers may have access to an "Eat-in" functionality, which enables them to create QR Codes. QR Codes can be printed and installed in Customer's brick and mortar stores, and they will allow its clients to: (a) Access Customer's menu for a specific store; (b) Place orders, and; (c) Pay for such orders.



8. Payment Processing.

- a. Deliverect does not provide payment processing services. For the sake of clarity, payment processing services are provided by the Payment Processing Provider that is appointed by Customer through the Dashboard. Unless otherwise informed by Deliverect, the Payment Processing Provider will transfer the Final Revenue to Customer on a weekly basis. Customer may choose a shorter frequency, or to receive additional disbursements, subject to an additional fee.
- b. Customer is required to accept terms and conditions from the Payment Processing Provider and disclose certain information (including KYC information) prior to being able to access payment processing services. Failure to provide accurate, up to date, and complete KYC information will result in a breach of these Terms, and will prevent Customer from accessing Online Ordering Services and payment processing services.
- c. The Payment Processing Provider has the right to reject Customer's request for the provision of payment processing services. Deliverect does not endorse the Payment Processing Provider, and disclaims any and all liability associated with the services provided by such Payment Processing Provider.
- d. Customer's selection of a Payment Processing Provider implies that Customer appoints such Payment Processing Provider as Customer's limited payment collection agent solely for the purpose of: (a) accepting payment of the Retail Price of Products (plus any applicable taxes or other fees on Customer's behalf) sold by Customer to its clients via the Online Ordering Services and; (b) Transferring the Final Revenue to Customer (plus applicable taxes and any other fees collected on Customer's behalf) less the retained Online Ordering Fees (as applicable), or any other charges that might apply.
- e. If applicable and/or requested by the Payment Processing Provider, Customer grants Deliverect with the right to configure Customer's account profile and fraud scoring rules on Customer's account with the Payment Processing Provider. Customer acknowledges and agrees that Deliverect may set restrictions on the amount of payments that can be processed by Customer in connection with the Payment Processing Services.
- f. Customer shall immediately reimburse Deliverect any Chargebacks and/or Refunds that are collected from Deliverect by the Payment Processing Provider due to the lack of sufficient funds from the Final Revenue, to charge those directly from Customer. Customer acknowledges that Deliverect may instruct the Payment Processing Provider to deduct the amounts of the Chargebacks and/or Refunds from the Final Revenue. For the purpose of this section, "**Chargeback**" means a transaction which is successfully charged back on request of the account holder or the issuer of the payment method pursuant to the relevant rules of the owner of the payment method resulting in a cancellation of the transaction in respect of which Customer has been paid or was due to be paid. For the purposes of this section, "**Refund**" means a (partial) reversal of a particular transaction, whereby the funds are reimbursed to the account holder on the initiative or request of the Customer. Customer hereby acknowledges and agrees that Customer shall be fully liable and responsible for any fines that the Payment Processing Provider and/or party offering and/or regulating the relevant payment method used by the Client, impose on Deliverect as a result of the acts or omissions incurred in by Customer in the use of the payment processing services provided by the Payment Processing Provider or the payment method offered by the party that offers and/or regulates such payment method.
- g. Customer hereby represents and warrants that Customer shall not use the Online Ordering Services nor the payment processing services to sell illegal items or Products,



including but not limited to firearms, drugs, hazardous materials, adult content material, subscriptions or entertainment, any kind of financial instruments, products that breach third party's intellectual property rights, or any and all products or items that are restricted by law or regulation, or those that are restricted or prohibited by the collective set of bylaws, rules, regulations, operating regulations, procedures and/or waivers issued by the party offering and/or regulating the relevant payment method, as well as those listed by the Payment Processing Provider in its website.

- h. Deliverect or the Payment Processing Provider may, from time to time, request information from Customer to confirm Customer's identity as may be necessary under any applicable compliance obligations before any payments are transferred to Customer. The Payment Processing Provider may refuse to process payments owed to Customer if there exists a legal or regulatory risk or potential breach of law or regulation associated with such transfer to Customer.
- 9. Promotions and Discounts.** Customer shall be able to create certain promotions and discounts for its clients through the Online Ordering Services. Customer represents and warrants that such promotions and discounts shall comply with all Applicable Laws and regulations, including consumer protection laws. Customer shall be responsible for creating terms and conditions that apply to its promotions and discounts, and shall make such terms and conditions available to its clients. Customer acknowledges and agrees that Deliverect bears no responsibility or liability whatsoever for the discounts and promotions offered by Customer to its clients. If Customer provides a discount or promotion to its clients, such discounts and promotions will be deducted from the payment that Customer receives. For the sake of clarity, the concept of "Retail Price" (as defined in Exhibit A), will only be used for the purpose of calculating the Online Ordering Fees. Accordingly, if Customer provides discounts or promotions to its clients, such discounts and promotions will be deducted from the payment that Customer receives, and they will not be taken into consideration for the purpose of calculating the Online Ordering Fees.
- 10. Client Support.** Customer agrees and acknowledges that Customer (not Deliverect) shall be responsible for providing support to its clients for any issues that may arise and/or are related to the Products or the delivery of the same.
- 11. Availability of Products.** Customer will make Products available for purchase through the website(s) associated with the Online Ordering Services. Customer will prepare, handle, and store all Products in accordance and in compliance with all Applicable Laws. Customer is responsible for ensuring that Products comply with all the food safety and hygiene requirements.
- 12. Responsibility of Products.** Customer acknowledges and agrees that Customer retains title to the Products, and therefore is responsible for all Products until the moment those are transferred to Customer's client.
- 13. Refunds for Defective Products.** Customer is responsible for all costs related to reimbursement to its clients in the event any such client(s) request a refund for Defective Products or otherwise unsatisfactory Products (including, without limitation, any costs associated with retrieving any such Defective Products or otherwise unsatisfactory Products, if applicable).
- 14. Alcohol.** If Customer offers and/or sells alcohol via the Online Ordering Services, Customers represents and warrants that it has and will maintain all required licenses and/or permits to sell and, if applicable, deliver alcohol, and will comply with all Applicable Laws in respect thereof, including, without limitation, time restrictions and legal age. Customer shall provide copies of these licenses to Deliverect upon request.



- 15. Taxes.** Customer is responsible for ensuring the accuracy and timely filing of its own tax returns. Customer is also responsible for determining, applying, managing, and displaying the applicable and accurate taxes for its Products and/or services.
- 16. Retail Price.** Customer is the "retailer" or "seller" of all Products (including delivery services related to such Products). Customer is responsible for determining and setting Retail Price for each Product to be made available for sale via the Online Ordering Services. Customer is solely responsible for the remittance of all applicable VAT, seller's use, transaction privilege, privilege, general excise, gross receipts, meals tax and similar transaction taxes in connection with the sale of Products.
- 17. Privacy.** Customer is the Controller (as defined by the GDPR) of Customer Personal Data shared with Deliverect for the provision of Online Ordering Services. As such, Customer is required to incorporate a link to its cookie policy and privacy notice on each one of the Delivery and Pickup Channels associated with the Online Ordering Services, and comply with all the obligations of the Data Protection Laws in respect of their role as the controller of the data.



PICKUP MANAGER TERMS

The following Pickup Terms govern Customer's access to and use of Pickup Manager Services. These Pickup Manager Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Deliverect will provide Customer with Pickup Manager Services in accordance with these Pickup Manager Terms. Pickup Manager Services can only be provided by Deliverect if Customer is also using Order Processing Services for the applicable Restaurant. Pickup Manager Services are offered under a subscription model.
2. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed (including the process of onboarding Customer for the purpose of accessing Order Processing Services), Customer will be able to use Pickup Manager Services. Pickup Manager Services can be accessed by Customers through the Dashboard. Use of the Dashboard is subject to the terms and restrictions that apply to Deliverect's Intellectual Property as set forth in the Terms.
3. **Free Trials.** Deliverect, in its sole discretion, may choose to grant Customer with a free trial to test and try Pickup Manager Services. The term of the free trial is thirty (30) days counted as of the moment Deliverect enables Customer's access to the Pickup Manager Services. Customer is required to notify Deliverect if Customer does not wish to continue using Pickup Manager Services upon completion of the free trial - such notice can be provided by Customer at any time before the expiration of the free trial. If Customer fails to provide notice to Deliverect, Customer acknowledges that Deliverect shall have the right to upgrade Customer to a paid subscription, whereby Customer shall pay the applicable Pickup Manager Fee for the use of Pickup Manager Services. Deliverect will send a reminder to Customer before the expiration of the free trial.
4. **Pickup Manager Fee.** In consideration for the provision of Pickup Manager Services, Deliverect or any of its Affiliates (as the case may be) will charge Customer the monthly Pickup Manager Fee that Customer agreed to pay in the quote issued by Deliverect or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. The Pickup Manager Fee applies for each Restaurant that receives and/or uses Pickup Manager Services. The Pickup Manager Fee shall be paid in the currency of the quote issued by Deliverect or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Deliverect Services is done by an Affiliate of Deliverect, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Pickup Manager Fee shall be invoiced as of the date on which Customers buys the subscription to use Pickup Manager Services.
5. **Subscription Period.** Unless otherwise notified by Deliverect, the Subscription Period is thirty (30) days counted as of the date on which the invoice for the Pickup Manager Fee is issued by Deliverect. The subscription will be automatically renewed for additional periods of thirty (30) days until these Pickup Manager Terms and/or the Terms are terminated by either Party as stated in Section 32 of the General Terms.
6. **Invoicing and Payment Term.** Invoices for the Pickup Manager Fee will be issued to Customer on the last day of the Subscription Period. Invoices for the Pickup Manager Fee shall be paid by Customer within the next thirty (30) as of the issuance date of the invoice. Customer authorizes Deliverect to charge Customer's credit and/or debit card on file for the applicable amount of the Pickup Manager Fee.
7. **Order Statuses & Hardware Requirements.** Pickup Manager Services enable Customer to show certain data about pickup orders that are processed in connection with Ordering Processing Services, where Customer can choose to display the following information: (a) Status of the



order; (b) Delivery channel where the order is coming from; (c) The ID of the order as it appears on the online delivery channel; (d) Location; (e) name of the customer who made the order, and; (f) Preparation time. Customers will be able to select and update, as applicable, any of the following statuses for their pickup orders: (a) Ready for pickup; (b) Preparing, or; (c) In the queue. This information can be displayed on any device supporting web browsers (including TV screens) at each Restaurant. This information can be created in the form of a quick response code that couriers could scan to obtain details about the pickup order without disturbing the operation of the Restaurant's kitchen or staff.



EXHIBIT A: DATA SHARING TERMS FOR EU CUSTOMERS

The terms of this Exhibit shall govern the sharing and processing of Customer Personal Data for the provision of Online Ordering Services and/or Dispatch Services for Customers located in the European Economic Area or the United Kingdom. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

For the purpose of this Exhibit the terms, "**Third Country**", "**Member State**", "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in General Data Protection Regime (EU) 2016/679 ("**GDPR**").

1. **Scope.** Customer expressly authorizes and instructs Deliverect to Process Customer Personal Data, including any Personal Data, to the extent that such processing is done in and required for the performance of the Terms or the provision of Deliverect Services. Deliverect acknowledges that Customer Personal Data cannot be used by Deliverect outside of the scope of the Agreement. The subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Customer Personal Data and categories of Data Subjects are set out in Section 13. The obligations and rights of the Customer as Controller are set out in this Exhibit A
2. **Roles of the Parties.** Deliverect is the Processor of Customer Personal Data processed in connection with the Terms and the provision of Deliverect Services, and Customer is the Controller of such Customer Personal Data.
3. **Deliverect's Privacy & Cookie Policy.** Customer agrees to the terms and conditions of Deliverect Privacy and Cookie Policy available at <https://www.deliverect.com/privacy-and-cookie-policy>.
4. **Data Protection Laws.** Customer and Deliverect shall comply with the applicable Data Protection Laws in the performance of the Terms. Customer warrants and guarantees that the Terms and any instructions given to Deliverect regarding Customer Personal Data are not contrary to the Data Protection Laws or to the legal rights of Data Subjects and that, among others, that all Customer Personal Data (and Personal Data) transferred by Customer to Deliverect is lawfully collected and transmitted and may lawfully be used, processed, stored and transferred for the purpose of the performance of the Terms and provision of Deliverect Services to the Customer. Deliverect shall inform Customer if, in Deliverect's opinion, the Processing instructions from the Customer infringe Data Protection Laws.
5. **Representations and Warranties.**
 - a. **Of Customer:** Customer represents and warrants that it has appropriate legal basis to transfer and share Customer Personal Data with Deliverect.
 - b. **Of Deliverect:** Deliverect warrants and guarantees that (a) it shall refrain from processing Customer Personal Data other than on Customer's documented instructions (the Terms being deemed to constitute such instruction), (b) it shall not use Customer Personal Data for any other purpose than for the performance of the Terms and the provision of Deliverect Services, and (c) except for the Affiliates insofar as Deliverect deems this necessary or useful to fulfill its Processing obligations or to perform the Terms or the Deliverect Services, shall not transfer Customer Personal Data to a Third Country or an international organization, unless required to do so by Union or Member State Law to which Deliverect is subject and provided Deliverect informs Customer upfront of that legal requirement, unless that law prohibits such information on important grounds of public interest. If Personal Data processed under the Terms is transferred from a country within



the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data is adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

6. **Technical and Organizational Measures.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Deliverect warrants that it shall, in relation to Customer Personal Data, implement appropriate technical and organizational measures to ensure a level of security reasonably appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Deliverect shall implement appropriate security measures (technical, logical and organizational), and confirms that, to its best knowledge, these measures provide an appropriate security level, taking into account the state of the art and the security threats that are known or should reasonably be known by Deliverect. Deliverect shall ensure that persons authorized to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
7. **Sub-Processors.** Customer hereby gives a general authorization to Deliverect to engage (or disclose any Customer Personal Data to) any Sub-Processor, insofar as Deliverect deems this necessary or useful to fulfill its Processing obligations or to perform its obligations under the Terms, being understood that Deliverect shall remain liable towards Customer for the performance of each Sub-Processor. Deliverect shall ensure that each Sub-Processor performs all the obligations under the Terms, as they apply to Processing of Customer Personal Data carried out by that Sub-Processor, as they apply to Deliverect.
8. **Processes to Comply with Rights of Data Subject Rights.** Taking into account the nature of the Processing, Deliverect shall assist Customer by implementing appropriate technical and organizational measures for the fulfillment of Customer's obligations to respond to requests to exercise Data Subject rights under Data Protection Laws (including right of access to its personal data and a right to request corrections).
9. **Data Breach.** Deliverect shall notify Customer within forty-eight (48) hours of discovery of any unauthorized access to, acquisition or disclosure of Customer Personal Data, or a breach of security or confidentiality with respect to Customer Personal Data in Deliverect's control or possession ("**Data Security Incident** "). Deliverect shall cooperate with Customer and assist in the investigation, mitigation and remediation of each Data Security Incident, taking into account the information and technical means available to Deliverect. Customer will reasonably reimburse Deliverect for any expenses specifically made upon Customer's request, if the Data Security Incident is not attributable to Deliverect.
10. **Data Protection Impact Assessments.** Deliverect shall provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Article 35 or 36 of the GDPR, in each case solely in relation to the Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to Deliverect.
11. **Deletion of Customer Personal Data.** Deliverect shall, at the request of Customer, return or delete and procure the deletion of all copies of Customer Personal Data. Deliverect may however retain certain Customer Personal Data to the extent required by Data Protection Laws, EU or Member State Laws, and for such period as required under Data Protection Laws, EU or Member State Laws.



12. **Audits.** Deliverect shall make available to Customer on request all information reasonably necessary to demonstrate compliance with Article 28 of the GDPR and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Deliverect. The cost of any such audits or inspections shall be borne by Customer.

13. **Description of Data Processing.**

- a. Categories of Data Subjects: Deliverect will process data from end users and customers of Customer.
- b. Types / Categories of Personal Data: Name, email address, phone number, address, order details, and geo-location.
- c. Subject matter, nature and purpose of the Processing: Provision of Online Ordering Services and Dispatch Services to Customers.
- d. Duration of the Processing: The duration of the Terms or as otherwise required under applicable law.



EXHIBIT B: DATA SHARING TERMS FOR NON-EEA CUSTOMERS

The terms of this Exhibit shall govern the sharing and processing of Customer Personal Data for the provision of Online Ordering Services and/or Dispatch Services for Customers located outside of the European Economic Area or United Kingdom. All undefined, capitalized terms will have the meaning set forth in Exhibit C. For the purpose of these data sharing terms, Customer is the importer of personal data, and Deliverect is the exporter.

EU STANDARD CONTRACTUAL CLAUSES (Processor to Controller)

SECTION I

Clause 1 - Purpose and Scope

- a. The purpose of this standard contractual clauses is to ensure compliance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)¹ for the transfer of personal data to a third country.
- b. The parties:
 - i. The natural or legal person(s), public authority/ies, agency/ies, or body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A (hereinafter each “data exporter”), and
 - ii. The entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also party to these Clauses, as listed in Annex I.A (hereinafter each “data importer”)

have agreed to these standard contractual clauses (hereinafter “Clauses”).\

- c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 - Effect and Invariability of the Clauses

- a. These Clauses set out appropriate safeguards, including enforcement data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the parties from including the standard

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.



contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 - Third-party beneficiaries.

- a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions: (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7; (ii) Clause 8.1 (b) and Clause 8.3 (b); (iii) Clause 13; (iv) Clause 15.1 (c), (d) and (e); (v) Clause 16 (e); (vi) Clause 18.
- b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 - Interpretation.

- a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c. These Clauses shall not be interpreted in a way that conflicts with the rights and obligations provided in Regulation (EU) 2016/679.

Clause 5 - Hierarchy.

In the event of a contradiction between these Clauses and the provisions of related agreements between the parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 - Description of the transfer(s).

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Docking Issues.

- a. An entity that is not a party to these Clauses may, with the agreement of the parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a party to these Clauses and have the rights and obligations of a data exporter or a data importer in accordance with its designation in Annex I.A.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8 - Data protection safeguards.

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of technical and organizational measures, to satisfy its obligations under these Clauses.

8.1. Instructions

- a. The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- b. The data exporter shall promptly inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- c. The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- d. After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2. Security of Processing

- a. The Parties shall implement appropriate technical and organizational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data², the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having resources for encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- b. The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- c. The data exporter shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3. Documentation and Compliance

- a. The Parties shall be able to demonstrate compliance with these Clauses.
- b. The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9 - Sub-processors: N/A

Clause 10 - Data Subject Rights

² This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions or offences.



The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer, or for thata processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11 - Redress

The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints, and it shall deal promptly with any complaints it receives from a data subject.

Clause 12 - Liability.

The Parties shall be bound by the same liability provisions that were agreed in the Terms.

Clause 13 - Supervision: N/A

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14 - Local laws and practices affecting compliance with these Clauses

- a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of personal data by the data importer, including any requirements to disclose personal data or measures authorizing access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements: (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred; (ii) the laws and practices of the third country of destination - including those requiring the disclosure of data to public authorities or authorizing access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards³; (iii) Any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of personal data in the country of destination;

³ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

- c. The data importer warrants that, in carrying out the assignment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses;
- d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority upon request;
- e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the Terms, it has reason to believe that that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reasons to believe that the data importer can no longer fulfill its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organizational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the Terms, insofar as it concerns the processing of personal data under these Clauses. Where the Terms are terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 - Obligations of the data importer in case of access by public authorities

15.1. Notification

- a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it: (a) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all the information available to the importer.
- b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waive of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them upon request of the data exporter.
- c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the Terms, with as much relevant information as possible on the request received (in particular, number of request, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the Terms and make it available to the competent supervisory authority on request.

- e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2. Review of legality and data minimisation.

- a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV - FINAL PROVISIONS

Clause 16 - Non-compliance with these Clauses and termination.

- a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14 (f).
- c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where: (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension; (ii) the data importer is in substantial or persistent breach of these Clauses; or (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses. In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- d. Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will



continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under the local law.

- e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 - Governing Law

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

Clause 18 - Choice of forum and jurisdiction

Any dispute arising from these Clauses shall be resolved by the courts of Belgium.



ANNEX I

A. LIST OF PARTIES

Data Exporter

Name: Deliverect.

Address: As set out in the General Terms.

Contact person's name, position and contact details: Contact details are set out in Section 15 of the General Terms.

Signature and date: These Clauses are incorporated into the Terms and are signed by virtue of entering into the Terms.

Role: Processor.

Data Importer

Name: Customer

Address: the one provided by the Customer in the onboarding process.

Contact person's name, position and contact details: details of the person creating the Deliverect Account.

Activities relevant to the data transferred under these Clauses: as set out in Annex I.B below.

Signature and date: These Clauses are incorporated into the Terms and are signed by virtue of entering into the Terms.

Role: Controller.

B. DESCRIPTION OF TRANSFER

Concept

Categories of data subjects whose personal data is transferred:

Categories of personal data transferred:

Sensitive data transferred:

Frequency of the transfer:

Nature of the processing:

Purpose of the data transfer and processing:

Retention Period:

Description

End users and clients of the Customer.

Name, email address, phone number, order details, geolocation/location data.

Not applicable.

The personal data will be transferred on a continuous basis in providing Online Ordering Services and Dispatch Services under the Terms.

For Online Ordering Services, personal data shared by Customers shall be used by Deliverect to process the incoming order into Customer's system. For Dispatch Services, personal data shared by Customer will be transferred to the Selected Delivery Provider for the fulfillment of delivery services.

Provision of Online Ordering Services and Dispatch Services.

The duration of the Terms or as otherwise required under applicable law.



EXHIBIT C: DEFINITIONS

The following terms shall have the meanings ascribed to them below.

“Affiliates”	means an entity that owns or controls, is owned or controlled by or is or under common control or ownership of Deliverect, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
“Applicable Laws”	mean all applicable laws, statutes, regulations and codes from time to time in force (including without limitation all applicable data protection and privacy laws, food safety and hygiene regulations, and employment laws).
“Basket-size”	means the total price of an order that is placed by Customer’s client through the Delivery & Pickup Channels and/or the QR Codes (as the case may be), calculated based on the Retail Price of all the Products of such order.
“Chargebacks”	has the meaning set forth in the Online Ordering Terms.
“Channel Data”	means Personal Data that is transferred to Deliverect by the online delivery channels that Customer works with, for the provision of Order Processing Services and/or Pickup Manager Services.
“Confidential Information”	means any confidential, proprietary or other non-public information disclosed by the Discloser to the Recipient, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient.
“Courier Data”	means the courier’s Personal Data that might be shared by the Selected Delivery Provider for the provision of delivery services.
“Customer” or “you”	means an individual and/or a legal entity whose information was provided in the self-signup flow, who has a contractual relationship with Deliverect to use any, or all the Deliverect Services as a result of accepting these Terms.
“Customer Indemnified Party”	has the meaning set forth in the General Terms.
“Customer Personal Data”	means Personal Data that Customer transfers to Deliverect for the provision of Online Ordering Services, Dispatch Services, and for any other services, features, or products in which Deliverect processes Personal Data under the instructions of Customer.
“Data Protection Laws”	means all laws and regulations applicable to the Processing of Customer Personal Data under these Terms, including, as applicable, the laws and regulations of the European Union, the European Economic Area, and their member states, including the General Data Protection Regime (EU) 2016/679 (“GDPR”).



“Dashboard”	means the web-based Dashboard owned by Deliverect, through which Customers access Deliverect Services.
“Defective Product”	means any Product that fails to meet any quality, portion, size, ingredient, allergen, origin or nutritional information or rules and regulations that govern the adequacy of Products or standards required by Applicable Laws.
“Deliverect”	has the meaning set forth above.
“Deliverect Account”	means the account created by the Customer to access Deliverect Services.
“Deliverect Credentials”	means the username and password chosen by Customer to access the Deliverect Account.
“Deliverect Indemnified Party”	has the meaning set forth in the General Terms.
“Deliverect Services”	collectively mean software, computer programs, products, services, tools, interfaces, portals, and related features, developed by Deliverect that enable the provision of Order Processing Services, Dispatch Services (including Dispatch Integration Services), Online Ordering Services, Pickup Manager, and any other product, functionality, or service that is launched by Deliverect in the future.
“Deliverect Service Results”	means any documents, data or information generated by Customer through its use of Deliverect Services.
“Delivery Fee”	means the fee that Customer shall pay the Selected Delivery Provider for the provision of delivery services.
“Delivery Details”	means the information of the delivery provider (including but not limited to estimated times of arrival, and delivery fee) that is displayed for Customer in the Dashboard.
“Delivery Terms”	means the terms and conditions that govern the provision of delivery services between Customer and the Selected Delivery Provider.
“Delivery and Pickup Channels”	means the websites that Customer creates through the Dashboard, which among other things, allows Customer to promote and sell Products to its clients.
“Discloser”	means the party on its behalf or on behalf of a third party discloses Confidential Information to the Recipient.
“Dispatch Data”	means the Personal Data shared by Customer, through the Dashboard, to request the provision of delivery services.
“Dispatch Fee”	means the fixed transactional fee charged by Deliverect to Customer for the provision of Dispatch Services, as set forth in the Dispatch Terms.
“Dispatch Integration”	means the provision of technological and technical services that enable the



Services”	ongoing integration between Customer’s platform (including app and/or website, as the case may be), with the platform of a delivery provider, enabling Customer to request the provision of delivery services from such delivery providers.
“Dispatch Services”	means the facilitation of delivery services by connecting the Customer with the Selected Delivery Provider through the delivery platform operated by Deliverect.
“Dispute”	means any dispute, action, claim, controversy or cause of action among the parties arising out of or in connection with these Terms or any term condition or provision hereof, including without limitation any of the same relating to the existence, validity, interpretation, construction, performance, enforcement and termination of the Terms.
“Effective Date”	has the meaning set forth above.
“Fees”	collectively means the Order Processing Fees, Dispatch Fees, Online Ordering Fees, and Pickup Manager Fee.
“Final Revenue”	means the Retail Price (plus VAT and any other fees collected on Customer’s behalf) less the retained charges and/or the Online Ordering Fees.
“Force Majeure Event”	means an event beyond the control of the parties, which prevents a party from complying with any of its obligations under these Terms, including but not limited to: (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; (c) rebellion, revolution, insurrection, or military or usurped power, or civil war; (d) sanitary emergencies (like for example pandemics, or epidemics); (e) riot, commotion, strikes, go slows, lock outs or disorder; or (f) acts or threats of terrorism.
“Intellectual Property”	means, in regards to the Customer and Deliverect, their own technology, websites, software, Deliverect Services, products, all rights throughout the world in the nature of intellectual property rights including copyright, know-how trademark, service marks, trade and business names, domain names, goodwill, registered designs, patents, database rights, topography rights and rights in know-how and trade secrets, whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing as may now exist or hereafter come into existence.
“Non-GA Services”	means services that are not generally available to other Deliverect customers.
“Non-OO Orders”	means orders that are placed by a client of Customer through Customer’s own sales channels (app or website) and/or through a delivery channel that Customer works with.
“Online Ordering Fees”	means collectively the fees charged by Deliverect (or any of its Affiliates) to Customer for the use of Delivery & Pickup Channels, and QR Codes, plus



applicable taxes. If Customer is only using one of those products (e.g. either Delivery & Pick Up Channels, or QR Codes) the Online Ordering Fees shall refer to the fees charged for the use of that specific product.

“OO Orders”	means orders that are placed by a client of Customers through the Delivery & Pickup Channels and/or through QR Codes.
“Online Ordering Services”	means collectively the Delivery & Pickup Channels, QR Codes, and any other functionality and/or feature that enables clients of the Customer to buy Products from Customer through an online channel operated and hosted by Deliverect.
“Order Processing Services”	means the processing of orders that are placed by Customer’s clients through Customer’s active delivery channels, into Customer’s point-of-sale software/system.
“Personal Data”	means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
“Payment Processing Provider”	means a third party appointed by Customer to provide payment processing services in connection with Online Ordering Services and/or Dispatch Services (as the case may be).
“Pickup Manager Fee”	means the monthly subscription fee, plus applicable taxes, that Deliverect (or any of its Affiliates) will charge Customer for the provision of Pickup Services in a Territory.
“Pickup Manager Services”	means a product that allows Customer manage pickup orders that Customer receives, which are processed in connection with the Order Processing Services.
“Products”	means products sold by Customer to its clients in connection with the Online Ordering Services.
“QR Code(s)”	means quick response codes that are created by Customer through the Dashboard for use in Customer’s brick and mortar stores.
“Recipient”	means the party receiving Confidential Information from the Discloser.
“Refunds”	has the meaning set forth in the Online Ordering Terms.
“Representatives”	means employees, agents, or contractors that need to have access to the Confidential Information for the performance of the Terms, who are subject to confidentiality obligations as stringent as the ones included in the Terms.
“Restaurants”	means corporate owned and/or franchisee locations (and/or virtual brands or dark-kitchens) that are operated by Customer in the Territory.
“Restricted Products”	means illegal items or products, including but not limited to firearms, drugs, hazardous materials, adult content material, subscriptions or entertainment, any kind of financial instruments, products that breach third



party's intellectual property rights, or any and all products or items that are restricted by law or regulation.

- “Retail Price”** means the original listed price determined by Customer for each Product to be made available for sale through the Online Ordering Services, prior to any discounts or promotions. The Retail Price might include the applicable taxes if that option is made available by Deliverect in the specific region.
- “Selected Delivery Provider”** means the delivery provider chosen by Customer to fulfill the delivery of an order, that accepts such delivery request.
- “Subscription Fee”** means the monthly fee, plus applicable taxes, that Deliverect (or any of its Affiliates) will charge Customer for the provision of Order Processing Services, Pickup Manager Services, or Dispatch Integration Services (as applicable).
- “Subscription Period”** means of the term during which Order Processing Services, Pickup Manager Services, and/or Dispatch Integration Services (as applicable) will be provided as set forth in the Order Processing Terms, the Pickup Manager Terms, and/or Dispatch Terms.
- “Term”** has the meaning set forth in section 32 (a) of the General Terms.
- “Terms”** has the meaning set forth above.
- “Territory”** means the geographic location where Customer uses any, some, of all the Deliverect Services.
- “Trademarks”** means the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Customer or Deliverect.