

## **General Terms and Conditions for Vendors**

These General terms and conditions (“**Terms**”), together with the Vendor Registration Form to which these Terms are attached (“**Vendor Registration Form**”) are the agreement (“**Agreement**”) between Delivery Hero (Cyprus) Ltd , with Registration No. **HE369772** , with an address at Esperidwn 5, Strovolos at (“**Foody**”) and the vendor (“**Vendor**” and together with Foody, the “**Parties**” and each individually, “**Party**”). These Terms are available in [foody.com.cy/business-terms-and-conditions](http://foody.com.cy/business-terms-and-conditions)

### **1. Background**

- 1.1.** Foody makes available to the Vendors (i.e. restaurants, groceries shops, flower shops, etc.) (i) an online marketplace at [www.foody.com.cy](http://www.foody.com.cy) (“**Website**”) and the mobile application Foody (“**App**” and together with the Website, the “**Platform**”), via which customers can order prepared food items, groceries and such other items and products which are offered for sale on the Platform directly from the Vendor (the “**Products**”) and, where applicable, (ii) delivery services to customers in Cyprus. Foody does not act for the account of the customers.
- 1.2.** The Vendor operates one or more store/s (“**Stores**”) and is interested in engaging Foody for the services described in this Agreement and indicated in the Vendor Registration Form.
- 1.3.** Foody does not act in the name or for the account of the customers. All contracts that are concluded by Foody on behalf of the Vendor with customers on the Platform will be based on the General Terms and Conditions with the customers as found on the Website.

### **2. Foody’s Services**

- 2.1. Foody shall provide the following services (“**Services**”) to the Vendor:
  - 2.1.1. (**Online marketplace**): access to the Platform, so customers can order the Vendor’s Products. Foody Receives the order placed by the customer via the Platform, transmits it via a printer machine or

directly to the Vendor’s POS system or the Vendors Portal (defined in 3.1.1.1) installed by Foody or, by phone, by the Vendor with the help of Foody (“**Order**”). If the Order is paid online, Foody collects the money and transfers it to the Vendor, after deducting any relevant Service Fees as defined and agreed between the Parties in the Vendor Registration Form.

- 2.1.2. (**Delivery. Pick up**): the Parties shall agree on who – Foody or the Vendor- shall deliver the Products from the Vendor’s Store to the customer. Such choice shall be indicated on the Vendor Registration Form. If Foody is responsible for the delivery service of the Store, then Foody decides on the: (i) delivery fee per area (ii) minimum order costs and (iii) delivery distribution areas. The customer may also choose to pick up Products from one of the Vendor’s Stores once an Order for those Products is placed on the Platform.

### **3. Foody’s Rights and Obligations**

- 3.1.** In order to perform the Services, Foody shall:

- 3.1.1. (**Set-up**) help the Vendor setup Foody's proprietary printer machine and/or POS connectivity system as well as the ‘Vendors Portal’ (“**Portal**”) to enable the Vendor to receive and manage Orders; (“**Order Transmission Methods**”) ;
- 3.1.2. (**Order Handling**) forward all Orders to Vendor via an Order Transmission Method in order for the Vendor to either accept or reject it. Foody is also responsible for the collection of the customer's online payments on behalf of the Vendor.
- 3.1.3. (**Fee Handling**) At the end of each month or week, according to the Vendor’s Registration Form, Foody reconciles the account of each Store. If the amount of the account balance is smaller than the amount collected by Foody, through paid online orders, then a payment is made by Foody to the Vendor to cover the difference. If the amount of the account balance is larger than the amount collected by Foody, then a payment is made by the Store to

Foody to cover the difference. Payments are made with a bank transfer or bank deposit.

- 3.1.4. (Change of Fee) have the right to change any of its fees. Such changes will be notified to the Vendor at least fifteen (15) days before application. Foody will consider Vendor's submitting products, acceptance of new Orders placed in the Platform or opening the Store normally to the Platform within the 15-day notice period as waiving of the notice period;
- 3.1.5. (Compliance) have the right to ensure full compliance by the Vendor with regulations and guidelines set by the law or the authorities;
- 3.1.6. (Changes of Listing Information) have the right, to include, remove or amend certain information on the Vendor's page, when necessary, on the Platform including: Products, ingredients, nutrition and allergen information (if applicable and required by law); promotions; discounts; opening and closing hours; times of delivery and areas of delivery (if applicable) ("**Listing Information**"), provided that no untrue information shall be made available to customers in the Listing Information. In such cases Foody shall inform the Vendor about the changes. In any case, Vendors' distinctive marks will always be visible on the platform;
- 3.1.7. (Price Listings) have the right to adjust the prices of the Products offered by the Vendor on the Platform to match the prices of those same Products as may be listed by the Vendor on any online or offline ordering channel operated by the Vendor (i.e the Vendor's own mobile app, website or phone) without prior notice to the Vendor; This, shall exclude the Vendor's dine in prices.
- 3.1.8. (Device Supply) to facilitate the ordering process, Foody shall at its sole discretion provide to the Vendor a printer machine, or any other device that is required for the transmission of the Orders ("**Devices**"). Foody shall replace and/or upgrade each such Device as needed, as determined by Foody in its sole discretion. For the replacement of a Sunmi, due to repeated inappropriate use of it by the Vendor an additional cost will be imposed as described in section 4.1.12.1 below. All Devices shall remain the

property of Foody at all times. The Vendor must be able to inform Foody about the location of the Devices at any time.

- 3.1.9. (Foody Delivery) If Foody provides, or performs, delivery services to deliver Products to customers ("**Foody Delivery**"), Foody shall use reasonable efforts:
  - 3.1.9.1. (Foody Delivery Riders) when the Order is ready to be collected from **Vendor's** Store, to arrange for Foody's delivery rider, including a third-party contractor designated by Foody ("**Foody Delivery Rider**") to collect the Order from the Vendor and deliver it to the customer;
  - 3.1.9.2. (Delivery Time) to perform such Foody Deliveries in accordance with the estimated delivery time given to the user;
  - 3.1.9.3. (Collection of Order) to ensure that the Foody Delivery Rider shall be at the Vendor premises within reasonable time to collect the Order; and
  - 3.1.9.4. (Delivery of Order) to ensure that all Orders will be delivered in a state that a reasonable customer would expect for that type of Product, but only if the Vendor complies with the Vendor's obligations in section 4.1.4 (Standards for Orders).
- 3.2. (Foody Rights) Foody shall also have the right to, in its sole discretion:
  - 3.2.1. (Change to Procedures) inform the Vendor of any material changes to Foody's procedures or operations which would substantially impact the Vendor in accordance with section 15 (Amendments);
  - 3.2.2. (Suspension of Products) not make any Products available for sale on the Platform which may be prohibited by any laws or regulations, fail Foody's Quality control (3.2.6.) or that may display sentiments/views/ethos that is detrimental to the beliefs of Foody;
  - 3.2.3. (Customer Verification) refuse to provide any kind of service to customers if Foody is not fully satisfied with the outcome of any kind of customer verification procedures or measures implemented by Foody (e.g. customer fails SMS verification when first registering on the Platform);

- 3.2.4. (Blocking Customers) block customers from placing an order on the Platform if it is discovered, or has valid concerns, that the customer –directly or indirectly- is abusing any promotions, or committing or attempting to commit fraud, whether as a customer, or on the account of Foody or the Vendor, and Foody shall not require any consent from the Vendor in order to execute the provisions of this section; and
- 3.2.5. (Quality Control) perform a quality control, from time to time, if this is necessary to ensure compliance with certain Laws and Regulations. Such controls might take place with an on side visit to the Store or with the request of certain certificates from the Vendor, or with any other reasonable way.
- 3.2.6. (Customer Feedback And Ratings) publish or make publicly available on its Platform any ratings and/or feedback received about the Store from any of the customers. For this purpose, the Vendor grants, and will cause its Store to grant, irrevocable authorization to Foody to use those ratings and feedbacks (for internal and external commercial purposes). The Vendor, as the case may be, shall have no recourse or liability to Foody regarding any such ratings, provided that Foody has not altered or manipulated such ratings or feedback.
- 3.2.6.1. The Vendor has no right in communicating directly with any Foody customer regarding any rating or feedback without the users consent or the previous approval by Foody. If the Vendor wishes to compensate or reward any user with Vouchers or otherwise, it shall do so through the Foody team.

#### 4. Vendor Rights and Obligations

##### 4.1. The Vendor shall:

- 4.1.1. (Personnel Training) ensure that it will make available as many of its personnel as required to receive the mandatory training from Foody in order for the Vendor to learn how to operate the Printer Machine, Portal and all such applicable devices and systems as may be provided by Foody as part of Foody's vendor onboarding process;

- 4.1.2. (Listing Information) provide Foody with all necessary information for the execution of the Agreement and the Services including the Listing Information to be made available for display on the Platform such as company name, logos, legal certifications and/or receipts (if applicable), company register number (if available) and photographs of the Products (if requested by Foody). Should the Vendor wish to change any of the Listing Information, it shall write to Foody requesting for such change(s) at least two (2) business days before the intended change(s) are to occur, together with an updated copy of the Listing Information reflecting such changes. The Vendor shall keep this information updated on a regular basis;

- 4.1.3. (Menu Changes) The Customer must inform the Company without delay via email or telephone of any changes he makes to his menu products or its prices, so that the Company can make the necessary changes to its Website and Application. He can also do price changes himself directly through the Company's portal using the codes provided to him. The price changes will be approved as soon as the Company proceeds with their systematic completion

- 4.1.4. (Order Confirmation) provide Foody's users with a clear acceptance or rejection of all Orders, as well as the preparation time for the Order, no later than five(5) minutes from the time the Order was transmitted to the Vendor through any Order Transmission Method;

- 4.1.5. (Standards for Orders) upon accepting an Order, prepare and fulfil such Order without delay, pack it in accordance with Foody's standards and requirements as communicated to the Vendor from time to time in a durable medium with 15-day notice period to the implementation/realization, and at the minimum, at no less than the usual standards of a reasonable Vendor, and transfer the Products comprising such Order to the Foody Delivery Rider or to Vendor's own delivery person as applicable;

- 4.1.6. (Rejection of Orders) in the case of the Vendor providing Foody's users with a rejection as per section 4.1.3 (Order Confirmation), clearly selecting the reason for such rejection no later than five(5) minutes from the time the Order was made available to the Vendor by: selecting one of the rejection reasons in the Printer Machine or POS system or by phone where necessary.;
- 4.1.7. (Capacity to Perform Orders) ensure that the Vendor has available at all times sufficient capacity (including staff, Products, Devices and equipment) to process and prepare all Orders in accordance with the approximate delivery time provided to the customers;
- 4.1.8. (Unavailable Products) immediately (without culpable delay) access the Portal and deactivate all Unavailable Products, as per the Vendor's onboarding training. In the extreme cases where the Portal is not accessible for any reason the Vendor shall inform Foody by email, viber or phone about the unavailability.
- 4.1.8.1. (Quality) ensure that the quality of the performance of the Order including but not limited to the quality of Products and portion sizes to be provided to the customers, shall meet the same standards and requirements the Vendor would provide to its own customers in the ordinary course of the Vendor's business, but no less than a reasonable degree of standards and requirements;
- 4.1.9. (Customer Claims) be solely responsible and liable for any and all customer queries, claims and/or complaints in respect of the contents and quality of all Orders and the Products comprising any Orders and any consequential effects arising from such events. Both the Vendor and Foody will offer, during opening times, a hotline to receive customer claims. Each Party shall carry the cost of their hotline and customer support for itself. In the event that any claims are received directly by Foody, the Vendor must collaborate with Foody in order to provide the required attention and immediate response to such claims;
- 4.1.10. (Consistent Pricing and Ordering Channels) ensure that sales conditions of the Products offered to

Foody's customers on the Vendor's page on the Platform are analogous or better to the ones offered when placing Orders, by website, mobile app or any other online and offline platform which is operated directly by the Vendor, excluding dine in sales conditions ("**Ordering Channels**"). In particular, if the Vendor wishes to offer different sales conditions for orders received through the Ordering Channels it shall inform Foody at least two working days (2) days in advance. Foody shall have the right to provide the Vendor's promotions or discounts on the Platform, except if otherwise agreed between the Parties.

This condition requiring comparable sales conditions on the Platform as on the Vendor's online and offline Ordering Channels ensures that Foody can build and maintain customer trust, and operate a viable business model, so that customers can continue to benefit from the efficiencies generated by the Platform in terms of reduced search cost, increased choice and high service levels. Foody continually invests in the development and improvement of the Platform to attract consumers and provide more benefits to customers. This condition can help prevent free-riding issues and balance the benefits that Vendors derive from joining the Platform, in terms of visibility and cost savings, against Foody's investments to continue offering and improving Foody services.

- 4.1.11. (Use of Devices) if Devices are provided to the Vendor by Foody, use such Devices solely for the purposes of processing Orders received from Foody and upon termination of this Agreement, the Vendor shall immediately return to Foody all such Devices in the same condition they were when provided by Foody, save for normal wear and tear;
- 4.1.12. (Maintenance of Devices) in accordance with Foody's instructions which may be given from time to time in writing with a 15-day notice period to the implementation/realization, maintain the Devices to ensure that Orders can be received and processed. The Vendor shall promptly inform Foody of any faults with, or damage to, such Devices, and shall allow Foody access to the respective Store, if

necessary, in which the Device is located at any time during normal opening hours to inspect, clean, repair, replace or remove any such Device and/or its software. Additionally Foody might request the Vendor to send a defective Device to the Foody's premises

- 4.1.12.1. (Sunmis) In case where a Sunmi is damaged or lost except from normal wear and tear (i.e deterioration that occurs without negligence, carelessness, accident, or abuse) the Vendor will be charged a fee of 150 euros for the replacement of it.
- 4.1.12.2. For the effective cooperation with the Company, the Vendor will maintain in his business a telephone line and / or internet access, as well as an active electronic communication account (e-mail).
- 4.1.13. (Reporting on Delivery Riders) inform Foody immediately should it witness any behaviour or conduct of any Foody Delivery Rider which does not conform with Foody standards and requirements or any applicable laws or regulations including but not limited to: not using an appropriate thermal bag for prepared food, not using an appropriate delivery carrier as such Products may reasonably require, behaving in an unprofessional manner, not handling the Products with care, or causing any intentional delays in the picking up of the Products;
- 4.1.14. (Direct Pick-up by Customer) if the customer when placing the Order chooses to pick up the Order on his or her own, instead of delivery, make the Products under the Order available for pick-up by the end customer at the end of the preparation time indicated in section 4.1.4 (Order Confirmation). In such a case, it shall be the Vendor's responsibility to ensure that the Products under the Order are given to the correct customer. Foody shall not be liable if the Ordered Products are not received by the customer, not received in the advertised and required quality or not received in a timely manner. Foody shall have no responsibility and shall not be liable in relation to any disputes arising in this regard between the customer and the Vendor. In the event of pick-up by the end customer, all applicable contractual and

other provisions shall be interpreted consistently with this section, i.e., the section in this Agreement shall apply subject to this provision that there will be no delivery of the Order to the customer by the Vendor or Foody. Consequently, no fees shall be charged by Foody for the delivery.

- 4.1.15. (Vendor Deliveries) In the event of a “**Vendor Delivery**”, meaning a delivery of Ordered Products by the Vendor without using a Foody Delivery Rider and that is not a direct pick-up by the customer, the Vendor shall:
  - 4.1.15.1. (Delivery Time Estimate) provide Foody and its users with a realistic estimated delivery time;
  - 4.1.15.2. (Delivery On-Time) deliver to the customer all accepted Orders within the time indicated at acceptance by Vendor;
  - 4.1.15.3. (Quality of Products) deliver the Products under the Order in a state that a customer would expect for that type of food, with the appropriate packaging; and
  - 4.1.15.4. (Cancellation) inform Foody about any cancelled, fake or any non-fulfilled Orders within 48 hours from acceptance of the Order.
- 4.1.16. (Access to Premises) provide Foody, its employees, agents, consultants and subcontractors, with access to the Vendor's premises and such other facilities as reasonably required by Foody to perform the Services;
- 4.1.17. (Professional Standards) perform its obligations under this Agreement at all times in a competent, professional, and business-like manner, within established industry standards, adopt best practices and principles, and within the time requirements and deadlines set forth herein;
- 4.1.18. (Legal and Ethical Obligations) In the course of its business, the Vendor undertakes:
  - (No Discrimination) not to discriminate against any person or business for whatsoever reason, including, but not limited to, their race, colour, ethnic group, sex, sexual orientation, religion or political beliefs;
  - (No Child Labour) not to engage, directly or indirectly, in any child labour activities;
  - (No Corruption) not to engage, directly or indirectly, in any corrupt practices;

4.1.19. (Regulatory Compliance) comply with all applicable local laws and regulations and obtain and maintain all necessary licenses, certifications, permissions and consents (including, without limitation, any food and beverage and / or health and safety legislation and / or regulations) (“**Licences**”) which may be required in order to perform its obligations under this Agreement and to provide copies of all applicable Licences to Foody prior to the Vendor being on boarded onto the Platform, when requested; and

4.1.20. (Non-Disparagement) the Store shall not make any statements, or take any other actions whatsoever directly or indirectly, to discourage the use of the Platform (including but not limited to discouragement for the benefit of other platform providers), or disparage, or compromise the name, brand or reputation of Foody or any of its affiliates or promote and advertise other platform providers to the detriment of Foody or the Platform, or commit any other action that could likely injure, hinder or interfere with the business of Foody or its affiliates. Any complaints that the Vendor has should be raised with Foody in accordance with the terms of this Agreement.

4.2. (Warranties and Indemnity) Vendor provides the following warranties and obliges to indemnify and hold Foody harmless, its parent company, affiliates and their respective directors, officers and employees from and against any and all legal claims, suits, actions, judgments, demands, losses, costs, liability, damages, and expenses, of any kind (including reasonable attorneys’ fees) for any breach of the following warranties:

4.2.1. (Safety and Labelling) the Products comply with applicable laws or self-implied requirements (including but not limited to food safety and labelling regulations);

4.2.2. (Foody Requirements) the Products comply with requirements in relation to the compliance with section 4.1.18 (Regulatory Compliance), and with any other Foody requirements, which may, at Foody’s sole discretion, be provided by Foody to the Vendor from time to time in a durable medium

with a 15-day notice period to the implementation/realization, provided that no technical or commercial adaptations are required, in which case, Foody will provide a longer term period;

4.2.3. (Store Compliance) where applicable the Products are prepared by the Vendor at each Store in accordance with industry standard quality; and

4.2.4. (Nutritional Information) the nutritional and allergy information provided by the Vendor to Foody, where necessary, is accurate and in accordance with applicable laws.

Vendor shall, at Foody’s sole discretion, either replace and redeliver any Product which is in breach of any of the warranties mentioned before and ensure and demonstrate that any replaced Product complies with such warranties. In the event of a breach of any of the warranties and without any way limiting other remedies available to Foody, the Vendor shall pay all reasonable costs relating to: supply of the replaced Products or the provision of additional items that are required to remedy the breach of the warranty.

4.3. (Vendor’s Responsibility for Store) Vendor may operate numerous Stores. Consequently, Vendor warrants and shall ensure that all Stores which are listed on the Platform will comply with this Agreement, and furthermore agrees that it shall be fully responsible and liable for the Products of the Store.

## 5. **Restriction and suspension**

5.1. (Restriction and suspension) Notwithstanding anything provided in the Agreement, Foody shall have the right to restrict or suspend the Services, in whole or in part, in the cases indicated in section 5.2. (Restriction & Suspension), accordingly, by providing the Vendor prior to or at the time of the restriction or the suspension taking effect, with a statement of reasons for that decision on a durable medium, unless it is subject to a legal or regulatory obligation or to the Vendor having repeatedly breached the Agreement.

- 5.2. (Restriction & Suspension) Foody shall have the right to temporarily restrict and/or suspend accordingly, any or all the Services to the Vendor, without any liability to Foody, if: (i) the Vendor has failed to pay any Foody invoice that has become due (ii) the Vendor is in breach of any terms of this Agreement or may be negatively affecting Foody's business; (iii) the Vendor delivers an Order using the packaging, logo or trademark of a competitor; (iv) if the Vendor repeatedly rejects orders (v) if the Vendor is not in line with appropriate hygiene standards or any other food safety standards (vi) when a Vendor is damaging Foody's reputation or Brand in any way (vii) in case where the Vendor acts in an inappropriate way towards Foody's employees and/or users, in any way and (viii) breach or continuous violation to the terms on Personal Data Protection
- 5.3. (Non-termination) Any restriction or suspension under section 5.2 (Restriction & Suspension) by and of itself shall not result in the termination of this Agreement, the provisions of which shall remain in full force and effect; provided, however, that at all times Foody retains the right to terminate this Agreement in accordance with section 21 (Term and Termination).
- 5.4. (Clarification and Revocation by Foody) Vendor shall have the opportunity to clarify the facts and circumstances within the internal complaint handling system as provided in section 28 (Complaint Handling System). Foody at its sole discretion may revoke its decision to restrict or suspend the Services, Foody will then reactivate the Vendor within at least a week.

## 6. Indemnification from Third Party Claims

- 6.1. (Indemnification) Notwithstanding any other provision of this Agreement, the Vendor will, at its expense, defend any of the following types of third party claims brought against Foody, its directors, officers, or agents (collectively, "Indemnitees") and hereby indemnifies and shall hold harmless the Indemnitees from any costs, losses, claims, damages and fees (including reasonable legal fees) incurred by any of them that are attributable to any such claim, including:

- 6.1.1. (Breach of Agreement) any claim that, if true, would constitute a breach of this Agreement by the Vendor, its employees, agents or representatives;
- 6.1.2. (Injury or Death) any claim related to the injury or death of any person or damage to any property arising out of or related to the Vendor obligations arising out of this Agreement; and
- 6.1.3. (Negligence) any claim that otherwise arises from the negligence whether by, act, or failure to act, of Vendor, its employees, agents or representatives.

## 7. Fees, Payment and Collection of Funds

- 7.1. (Authority) The Vendor grants Foody authority to receive any funds for the account of the Vendor paid by the users, whether by online means or in cash when delivery is made from Foody riders.
- 7.2. (Cash Payments) In the event of cash payment by the user at delivery, the Party making the delivery shall be responsible for collecting the cash payment and reconciling with the other Party in accordance with the provisions of this section 7.
- 7.3. (Online Payments) In the event of online payments received from Orders on the Platform, Foody shall collect the money and reconcile the payments in accordance with the provisions of this section 7.
- 7.4. (Service Fees) Vendor shall pay Foody any relevant Service Fees as described in the Vendor Registration Form
- 7.5. (Payment of Fees) The Parties agree and accept that the Service Fees (as defined and outlined in the Vendor Registration Form) will be calculated and payable in the amount agreed to on the Vendor Registration Form. Additionally, the Parties agree that no other fees or charges other than the once mentioned in the Vendor Registration Form shall apply between the Parties or towards the customers in relation to the purposes of this Agreement, except as provided for in this Agreement and any Amendments (as defined below).
- 7.6. (Non Commission Revenue Fees - NCR) For the avoidance of doubt, section 7.5 does not include any additional services (as described in section 10 below) that Foody offers as an option to the Vendors and that the Vendors may choose at their own discretion to buy with an additional cost .

7.7. (**Total Sum**) The Parties agree and accept that starting from the Commencement Date (defined below) (each a "**Payment Period**"), Foody will issue a weekly or monthly order statement ("**Order Statement**") to the Vendor for the Orders received during the previous week or month accordingly, indicating the Vendor Revenue and any other sums due to the Vendor, as well as an invoice for the Service Fees for that previous week. Foody shall clearly outline the total sum to be paid to Vendor after any applicable set-off ("**Transfer Amounts**"), or the total sum to be paid by Vendor to Foody, as the case may be.

## 8. Commencement of Services

The Vendor shall only be listed on the Platform after the receipt of all information requested by Foody to the full satisfaction of Foody, including, but not limited to the Listing Information; a logo for the Vendor and images representing the Vendor approved by Foody. The Services shall commence from the date the Vendor goes live on the Platform ("**Commencement Date**"), unless stated otherwise in the Vendor Registration Form.

## 9. Listing, Ranking

9.1. The way Vendors are displayed on the Website or Application and the Ranking order ("**Ranking**") differ according to the Store's category (Restaurant or Vertical)

9.1.1. (Restaurants Ranking) This category includes mainly food and coffee stores.. The Ranking for this category of Stores is determined by the following main parameters: (i) recommended listings (as defined in section 10.2 below) (ii) stores that the user has indicated as favourite (iii) number of customer orders the last 90 days (iv) total value of customer orders the last 90 days (v) average customers rating (vi) user address (vii) Vendor popularity (chain store member) and (viii) distance (Stores closest to the address will appear first)

9.1.2. (Verticals Ranking) this category includes supermarkets, kiosks, grocery shops, parapharmacies, flower and toy shops. The Ranking for this category of Stores is determined by the following main parameters in order of importance:

(i) recommended listings (ii) Stores that the user indicated as favourite (iii) promised delivery time

9.2.(Product Ranking) ranking of each category and product in the Menu page is decided by the menu team specialist of Foody. However the Vendor has the right to request for a change in the Product Ranking.

9.3. Regardless of the above conditions, each new Customer is promoted at the beginning of his cooperation with the Company and for a certain period of time at the top of the organic results in the list of restaurants that serve the specific address of the user.

As all the factors are constantly changing, so is the way of promotion and appearance on the Website and the Application of Foody. As service providers, we define the parameters of the ranking and their configuration, taking into account, among other things, the characteristics of the services, as well as the needs and importance of these characteristics for the users-consumers, taking care to update any changes in the criteria and main parameters, whenever required

Finally, it is clarified that the products displayed in the category "Foody market" are sold by the company under the name "DELIVERY HERO DMART CYPRUS LTD", which is affiliated with our Company, as it belongs to the same Delivery Group Hero».

## 10. Additional Services for Vendors (NCR)

### 10.1. Pinata (Joker) Service

10.1.1. Pinata is an additional service offered by Foody to Vendors, with an extra cost. It is a special offer displayed to Users upon entry of their delivery address at the Website or Application, based on which the Users shall receive a specific discount on the value of their order.

10.1.2.The offer concerns a discount on a specific order value as displayed at the User's basket prior to checkout. The discount value depends on the order value as follows:

€6 - 14.99 → €2 discount

€15 - 19.99 → €5 discount

€20 - 29.99 → €7 discount

€30+ → €10 discount

10.1.3. Additional discount values might be added from time to time

10.1.4. In order for a Vendor to be eligible for the Pinata Service the following factors will be considered: (i) Store's average rating (ii) the Store has online payments option active (iii) the Vendor not to have any pending fees to pay the company for more than 60 days (iv) delivery service is available (Pinata is not applicable for takeaway) and (v) Store's order cancellation and rejection rates

10.2. (Recommended Listings) The goal of the Ranking system is to ensure that customers enjoy the best user experience possible and that customers are displayed the most attractive options. Vendors however can also influence the Ranking by buying premium placements which consist of a top position placement in a certain geographic area for a specific period of time. Should that be the case, the Vendor will be marked with a label (i.e. Recommended).

10.2.1. In order for a Vendor to be eligible for the Recommended tag, Foody will consider factors such as (i) cancellation and rejection rates, (ii) ratings (iii) delivery areas and (iv) monthly sales.

10.2.2. (Vendor Self-service): The Company enables the Vendor to reserve a position within the Promoted Cuisines service by himself based on filter, area, and calendar month availability, through his personal codes of the portal (of the business owner and not of the store) at any time and in real time, if there is availability, with the same terms that apply for the reservation of Recommended Positions through the conventional method, i.e. contact with the Company or its sellers, and with any discounts that are from time to time offered by the Company. In order to cancel a position reservation, the Vendor must contact a representative of the Company to make the cancellation. If the Vendor wishes to terminate this service, while the promotion has already started, then the Vendor will be charged for the whole month. If he wishes not to receive the service before the start of the promotion, then the Vendor will not be charged at all for the service. When the Vendor completes a reservation through the self-service platform, then he will receive an automatic informative email

about the areas booked, the months, the selected cuisines, the total amount charged, any additional information about the service and a contact phone number with a representative of the Company

### **10.3. Regular Users Reward Service (Rubies)**

The Regular Users Reward Service is a separate service for greater attraction of regular users and the increase of orders of the Customer's products through the Website / Application of the Company based on the special conditions mentioned below.

This is a special offer during which the Users have the ability to automatically win a discount coupon when placing their order, upon completion of a specific number of orders specified by the Vendor. In this way, the Users who repeatedly choose the Vendor's store are attracted and rewarded, making more orders from the store. The value of the coupon is deducted from the amount of the order. This also applies to orders with cash payment.

The amount of the discount to the User is borne by the Vendor. Each coupon is valid for 60 days from its issuance and then ceases to be valid. In order to receive the Reward Service, the following conditions will be taken into consideration: (i) Store's average rating (ii) the Store has online payments option active (iii) the Vendor not to have any pending fees to pay the company for more than 60 days (iv) delivery service is available and (v) Store's cancellation and rejection rates. Subject to the above, the Vendor can receive the Reward Service at his free choice, as well as terminate or re-select it, as well as increase or decrease the number of orders he has set per User for the issuance of a coupon or the value of the coupons to Users, without changing the maximum limit for the number of transactions and the minimum limit for the value of each coupon, as determined by the Company.

The Vendor will be able to make the above changes whenever he wishes, by accordingly informing the Company, either by e-mail or by phone. These changes to the Service become effective on the first day of the

following calendar month. That is, if the Vendor wishes to terminate the Service, this will be valid for the next month, therefore until the end of the current month the Vendor will continue to collect orders for the issuance of a coupon. If the Vendor states that he wishes to receive the Reward Service within the first 10 days of the month, then the Service can be activated for the current month. Otherwise, the Service will be activated for the next month.

For the use of the Regular Users Reward Service, the Vendor will be charged a fixed amount per coupon redemption proposed by the Company and will be accepted by the Vendor if he so wishes. The Vendor must accept and redeem the coupons issued to the Users. Even if a store terminates receipt of the Service, coupons issued but not yet used are not lost, but are valid and can be redeemed by Users up until their expiration date. If, for any reason, the cooperation between the Vendor and the Company is interrupted and restarted, then the coupons that were issued and were not redeemed by the Users, will be reissued with a validity of 60 days from their issuance

## 11. Marketing Materials and Intellectual Property

11.1. (Intellectual Property) “**Intellectual Property**” shall mean all rights that the respective Party has to any registered or unregistered, trademarks, software (including the Platform), copyright, know-how, trade secret, trade name or similar intellectual property rights, together with any rights the Disclosing Party may have in Confidential Information or in any other information relating thereto.

### 11.2. (Vendor Intellectual Property)

11.2.1. (Vendor’s IP License to Foody) For the term of this Agreement, Vendor hereby grants Foody and its affiliates, a non-royalty-bearing, non-exclusive, worldwide, non-sublicensable licence and right to use the its Intellectual Property, including but not limited to copyrights, trade secrets, know-how, trademarks (“**Vendor’s IP**”) provided by Vendor for the purpose of performing marketing activities of its online orders and for any other purposes related thereto. In no way does the forgoing mean that the Vendor will transfer ownership of Vendor’s IP to

Foody (if not explicitly agreed to differently in a separate Agreement).

11.2.2. (Right to Use Vendor’s IP) Foody shall be entitled to use free of charge the logos, images, trade name and trademarks of the Vendor, including their usage on the Platform, in its marketing and promotional online and offline campaigns. The Vendor shall have the right to review and approve the designs before the marketing and promotional campaigns by Foody, if the Vendor formally so requests before each campaign of Foody.

11.3. (Vendor’s IP: Representations, Warranties and Covenants) Vendor represents, warrants and covenants that:

11.3.1. the Vendor’s IP is valid and enforceable; the Vendor has the Vendor’s IP in possession (by valid ownership or license); and the Vendor has the right to grant a license or sub-license to use such Vendor’s IP for the purposes of this Agreement;

11.3.2. the Vendor is not aware of any third parties infringing the Vendor’s IP;

11.3.3. any of the acts which may be undertaken by Foody pursuant to this Agreement in relation to the Vendor IP will not infringe any right of any third party;

11.3.4. the Vendor will not enter into any agreement that could restrict the rights of Foody to use Vendor’s IP under this Agreement; and

11.3.5. the Vendor will maintain all Vendor’s IP and continue to protect and enforce any Intellectual Property included within the Vendor’s IP in Cyprus.

11.4. (Vendor’s Responsibility) Vendor shall be responsible at its own cost for the filing, protection, enforcement and maintenance of the Vendor’s IP.

11.5. (Advertising by Foody) The Vendor furthermore permits Foody, at Foody’s cost, to advertise the Vendor on the Platform, Facebook, Google and any other social media or relevant offline and online marketing channels and specifically authorizes Foody unlimited use to all of Vendor’s IP, including its logo, unless agreed in written otherwise. In doing so:

11.5.1. (Foody’s Use of Vendor’s IP) Foody undertakes to not use the Vendor’s IP for any other purposes other than the ones explicitly authorized in this Agreement

11.5.2. (Use of Vendor's IP: Non-liability for Infringement of Third Party's Intellectual Property) In no event shall Foody be liable for any use of Vendor's IP or for any loss, claim, damage or liability, of whatsoever kind of nature, which may arise relating to or resulting from, the infringement of a third party's Intellectual Property rights by Foody's use of any Intellectual Property rights licensed by Vendor.

11.6. (Indemnification: Vendor's IP) Vendor hereby indemnifies Foody, its affiliates, directors, officers, agents and employees and shall hold them harmless from and against any claims or liabilities, including any liabilities of a direct, indirect or consequential nature, arising from any Intellectual Property infringement, misappropriation, or similar claim in relation to the use of Vendor's IP under this Agreement. None of Foody nor any of its affiliates has ever assumed, or agreed to discharge or otherwise take responsibility for, any existing or potential liability of another person for infringement, misappropriation, or violation of any Intellectual Property right.

11.7. (Foody Intellectual Property)

11.7.1.(Foody's IP License to Vendor) For the term of this Agreement, Foody hereby grants solely to the Vendor a non-royalty-bearing, non-exclusive, non-transferable, non-sublicensable and solely for the use in Cyprus license and right to use the Platform, the names Foody Cyprus, www.foody.com.cy, and the name of any other Foody affiliate that may become subject to this Agreement (collectively, "**Foody's IP**") solely for the purpose of marketing and promoting Products in Cyprus

11.7.2.(Promotion by Vendor) Foody might request from time to time the Vendor to (i) display certain marketing material which includes Foody's IP (e.g stickers, posters) (ii) advertise the service features provided by Foody and/or (iii) place Foody's logo on the Vendor's online and offline marketing tools. The decision as to whether these requests will be satisfied is in the sole discretion of the Vendor, except if otherwise agreed between the parties.

11.7.3.(Vendor Assurances) Vendor represents, warrants and covenants that the Foody trade name and

other associated trade names and brands will not be used for any other purposes other than those explicitly authorized in this Agreement.

11.7.4.(Foody's IP: Representations, Warranties and Covenants)

11.7.5.Foody represents, warrants and covenants that, with regard to marks:

11.7.5.1.Foody's IP is valid and enforceable and that it has in possession (whether by ownership or license), or by the ability to grant a license or sub-license, such Foody's IP;

11.7.5.2.it is not aware of any third parties infringing the Vendor's IP;

11.7.5.3.that any of the acts which may be undertaken by Vendor pursuant to this Agreement will not infringe the right of third parties;

11.7.5.4.it will maintain all Foody's IP and continue to prosecute any Intellectual Property included within the Foody's IP in Cyprus.

11.8. (Foody's Responsibility) Foody shall be responsible at its own cost for the filing, protection, enforcement and maintenance of Foody's IP.

11.9. (Adherence to Foody Instructions) The Vendor shall comply with this Agreement and follow all instructions and guidelines of Foody when using Foody's logo/trademark within its Restaurants, marketing campaigns, marketing materials (stickers, brochures, etc.), websites and social media channels.

11.10. (Foody's IP in Advertising and Services) All Intellectual Property rights in the advertising, promotions and/or marketing materials mentioned in section 11.7.4 and 11.7.5 (Foody's IP: Representations, Warranties and Covenants) and otherwise arising out of the Services shall remain the exclusive property of Foody.

11.11. (Confirmation of Rights in Foody's IP) The Parties acknowledge and agree that the Vendor does not have any rights whatsoever to use or avail itself of any Intellectual Property rights of Foody, including any domains or similar domain names, unless otherwise expressly provided in this Agreement.

11.12. (Confirmation of Rights in Intellectual Property) The Parties acknowledge and agree that neither Party shall obtain any rights in relation to the Intellectual

Property of the other Party under this Agreement, except as, and only if, expressly stated in these Terms.

## 12. Platform

- 12.1. (Access) Foody shall provide the Vendor system access to the Platform which the Vendor must use in a proper, diligently and professional manner for processing all Orders made by customers.
- 12.2. (Ownership and Use) The Platform shall remain the property of Foody at all times. The Vendor shall not copy, modify, reverse engineer or attempt to discover the source code of the Platform except with Foody's prior express written consent. Foody reserves the right to periodically update the Platform and any system access or equipment Vendor may use to access or use the Platform.
- 12.2.1. (Acceptance of Ownership) The Vendor shall not directly or indirectly challenge Foody's ownership, or the validity or enforceability of Foody's rights in the Platform.
- 12.2.2. (Operation of Platform) The Vendor acknowledges and agrees that (i) Foody may, at Foody's sole discretion, stop the operation of the Platform (in whole or in part) at any time and (ii) Foody shall not have any liability to the Vendor for or in connection with such stoppage, provided that Foody gives notice of such stoppage to the Vendor in accordance with section 18 (Notices) of this Agreement.
- 12.2.3. ("As Is" Basis and No Rights in Platform) The Platform is made available for use to the Vendor on an "as is" basis. The Vendor acknowledges and agrees that, except for the limited access and use rights as expressly stated in this Agreement, the Vendor has no rights in or to the Platform, or any part thereof, whether by means of license, or ownership or any other means. Foody does not guarantee the accuracy of the software used in or in connection with the Platform, and, except as expressly stated in this Agreement, all services provided through the Platform are provided without any warranties of any kind.
- 12.2.4. (Limitations on Use of Platform) Foody may limit or suspend the use of all or any portion of the

Platform by Vendor and/or Foody customers, if any of the following occurs:

- 12.2.4.1. (Maintenance and Inspections) regular maintenance or any inspection of the Platform, provided that Foody shall use reasonable commercial efforts to ensure that this will take as minimum time as possible;
- 12.2.4.2. (Telecommunication loss) loss of telecommunication connectivity;
- 12.2.4.3. (Emergencies) any national emergency, power failure or service facility failure; or
- 12.2.4.4. (Other) Foody, at its sole discretion, deems it inappropriate to continue providing Services or any other service to the Vendor in whole or in part due to legal or other serious reasons, provided that in such event, Foody shall inform the Vendor as soon as practicable of such suspension or limitation.
- 12.2.5. (Limitation on Liability) Notwithstanding any other provision of this Agreement, Foody shall not be liable for any damage, loss or harm to the Vendor, whether direct or indirect, arising due to any suspension or limitation arising out of the provisions of this section 12 (Platform).
- 12.3. (Temporary Suspension of Services) Foody reserves the right to temporarily suspend, without prior notice, the provision of services on the Platform for such period as is necessary, as determined by Foody in its sole discretion, for technical interventions that are required and/or appropriate to improve the quality of the same services.
- 12.3.1. (Security) Foody may, at any time, interrupt or suspend the provision of Services on the Platform due to security reasons or actual or suspected breaches of confidentiality.
- 12.3.2. (Partnering Platforms) Foody may display the Listing Information on any other platform owned by, operated by, or affiliated with Foody, in which case the terms of this Agreement apply *mutatis mutandis* in relation to the use of such platforms as well.

## 13. Access to Data, Data Protection & Confidentiality

- 13.1. (Vendor Access to Personal Data or Other Data of the Customers) During the Term of this Agreement, Foody shall provide the Vendor, through the transmission order mechanism indicated in the Vendor Registration Form, with the following data and personal data belonging to Foody customers ("**Customer Data**") as needed to effect delivery of Ordered Products. Such Customer Data includes: the account name, delivery address, and telephone number or other information provided by the Foody customers that are considered necessary to perform the service of food delivery, such as special instructions or additional information about the delivery address in the form of a comment, directly from the customer. Vendor hereby undertakes to only use the Customer Data for the purposes of the individual delivery and customer inquiries, in accordance with the terms of this Agreement and in accordance with the provisions of the relevant data protection legislation, and shall not retain, store or process, in any manner whatsoever, any part of the Customer Data, unless legally required to do so. The Vendor may not carry out any processing activities for its own purposes, use the Customer Data for marketing purposes or to contact the Customer directly or indirectly without the written approval of Foody.
- 13.2. (Vendor Access to its Personal Data and Other Data) The Vendor has access to its following data: (i) order analysis (ii) statistics for orders, revenue and customers (iii) statistics on non-commission revenue (iv) billing data of the Vendor (v) menu items ("**Vendor Data**") by accessing the Portal page at any time during the term of this Agreement. Upon termination of this Agreement, the Vendor automatically loses access to the Portal page and therefore, to the data.
- 13.3. (Vendor Access to Personal Data or Other Data of other vendors) Vendor does not have access to other Foody's vendor's data not even in an aggregated form.
- 13.4. (Foody Access to customer's Personal Data or Other Data) Foody has access to the Customer Data, only when the customer creates an account in the Platform
- 13.5. (Foody access to personal data or other data of the Vendor) Foody has access to the following Vendor Data: (i) full name of the legal representative or owner or proxy of the Vendor (ii) telephone number (iii) email

address (iv) location address of the store (e) bank details for payment purposes . If the Vendor is a natural person doing business in accordance with applicable laws, Foody processes for the purposes of fulfilling the Agreement the personal data of the Vendor specified in the Agreement (name, registered office, business address, business registration number, VAT number, contact email, telephone, bank account details). After termination of the Agreement, Foody retains access to this data in accordance with GDPR.

- 13.5.1.(Foody Provision of Data to Third Parties) for the purposes of fulfilling its obligations under this Agreement, Foody shares with its delivery service providers (3PLs) to the extent that this is necessary for the delivery of the orders the below data: (i) Vendor's business address (ii) User's delivering data (i.e delivery address, phone number and name)
- 13.6. (Personal Data Protection) Foody and the Vendor state that with regard to personal data, Foody and the Vendor are both controllers for their own purposes, with the Vendor being a controller for the limited purposes as set out herein.
- 13.7. (Compliance with Restricted Use Requirements) The Vendor shall ensure that all employees, agents or sub-contractors that handle the Customer Data, or any part thereof, shall abide by the provisions of this section 13.
- 13.8. (Data Protection Indemnity) In the event of a breach of any applicable data protection legislation by the Vendor or any employees, agents or sub-contractors of the Vendor, the Vendor hereby indemnifies and shall hold harmless Foody and its affiliates against any claims made by any authorities or third parties against Foody, or its affiliates, including attorney fees and the enforcement of this section 13. The Vendor and Foody shall comply with Article 33 of the GDPR.
- 13.9. (Confidentiality) "**Confidential Information**" shall mean, with respect to a Party or any of its affiliates ("**Disclosing Party**"), all Customer Data, technical, scientific, regulatory, strategical, organizational, personal, marketing, financial, sales, customer, business, legal and/or other information similar to any of the above categories of the Disclosing Party which is provided, disclosed or made available orally, in writing,

or other tangible or electronic form to the other Party or any of its affiliates (“**Receiving Party**”) for the purpose of this Agreement, including, without limitation, (i) data, know-how, including, without limitation, information relating to the business, evaluations, forecasts, plans, specifications, models, designs, drawings, recipes, capacities, Intellectual Property, methods, techniques, technology, programs, equipment, processes, products, apparatuses, sales, marketing, patents, patent applications, discoveries, and/or inventions, as well as (ii) any other information about the business or industry, the terms and conditions of this Agreement. The Receiving Party shall keep in strict confidence all Confidential Information and shall only disclose such Confidential Information to those of its employees, agents and subcontractors as well as its affiliates and their respective employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement. The Receiving Party shall ensure that such employees, agents and subcontractors as well as such affiliates and their respective employees, agents and subcontractors comply with the obligations set out in this section as though they were a Party to this Agreement. The Receiving Party may also disclose such Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.10. (Exceptions) The following is not and shall not be deemed to be Confidential Information:

13.10.1. (Public Information) Information generally known or available to the public at large other than as a result of the Receiving Party's breach of any obligation of confidentiality to the Disclosing Party;

13.10.2. (Received Without Breach) Information provided to or obtained by the Receiving Party before or after the Commencement Date that was not directly or indirectly subject to an obligation of confidentiality to the disclosing Party; and

13.10.3. (Independently Developed) Information developed by the receiving Party independently without reference to Confidential Information.

13.10.4. (Special Permitted Use) The Vendor hereby authorizes Foody to provide information relating to monthly accounting data (including number of

orders and revenue) to any person providing sufficient and legally valid evidence that such person is the master franchisee, development licensee, parent company of the Vendor, or has any other relationship that would require or justify such sharing of information. Before sharing such information with such a person, Foody shall consult with the Vendor to obtain more information in relation to the legal relationship between the Vendor and such person.

#### 14. **No Partnership**

Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between the Parties.

#### 15. **Amendments**

15.1. (Amendment by Foody) Foody shall have the right to amend any section of this Agreement (“**Amendments**”), provided that it shall inform the Vendor of such Amendments, on a durable medium, with a prior notice of at least 15 days from the date in which the proposed changes shall have effect, unless a longer notice period is necessary for the Vendor to make technical or commercial adaptations to comply with the changes. The notice period mentioned, shall not apply when the Amendments are subject to a legal or regulatory obligation which requires Foody to change the Agreement in a manner which does not allow it to respect the notice period or where the Amendments are needed to address an unforeseen an imminent danger related to defending the Services, consumers or Vendors from fraud, malware, spam, data breached or any other cyber security risk. The Amendments will be available in [foody.com.cy/business-terms-and-conditions](http://foody.com.cy/business-terms-and-conditions).

15.2. (Waiver of notice period) Foody will consider Vendor's submitting products, acceptance of new Orders placed in the Platform or operating the Store through Foody's platform within the 15-day notice period as waiving of the notice period, except in cases where the reasonable and proportionate notice period shall be longer than 15 days due to the changes.

15.3. (Disagreement) In the event of the Vendor disagreeing with such Amendments the Vendor shall have the right to terminate this Agreement, within the

term of the notification, in accordance with the provisions of section 21.1 as the case may be.

#### 16. Force Majeure

16.1. For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of either Party including but not limited to acts of God; war; riot; epidemics; pandemics; civil commotion or terrorist action.

16.2. Neither Party shall be liable to the other Party as a direct result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

16.3. If a Force Majeure Event prevents either Party from performing its obligations under this Agreement for a period of more than four (4) weeks, either Party shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the other Party.

#### 17. Third Parties

A person who is not a Party to this Agreement shall not have any rights to enforce its terms.

#### 18. Notices

18.1. All notices under this Agreement shall be in writing, addressed to the agreed contact person /address/ email address as per this Agreement, and be deemed duly given:

18.1.1. On the same day when delivered, if delivered by hand during normal business hours of the recipient;

18.1.2. On the same day when sent, if transmitted by e-mail to the contact person on the Vendor Registration Form or any approved substitute thereof; or

18.1.3. On the third business day following mailing, if sent by post.

#### 19. Assignment

19.1. Foody may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or

all of its obligations under this Agreement to any third party or agent.

19.2. The Vendor shall not, without the prior written consent of Foody, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

#### 20. Waiver

Except where different provided in the Agreement, a waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 21. Term and Termination

21.1. (Term and Termination Procedure) This Agreement shall commence on the Commencement Date and will continue for an indefinite period, unless terminated earlier in accordance with this Agreement, including this section 21.1. This Agreement may be terminated: (a) by either Party for convenience upon giving the other Party not less than 30 days' prior written notice (b) by either Party with immediate effect upon the provision of written notice in the event of material breach of this Agreement; (c) at any time by mutual written agreement between the Parties; (d) by the Vendor in case of Amendments (section 15) when requested within the notice period; (e) by Foody in case Foody is subject to a legal regulatory obligation which requires Foody to terminate the provision of the whole of its Services; or (f) by Foody if it exercises the right of termination under an imperative reason pursuant to a national law. In case of termination by Foody, it shall provide to the Vendor a statement of reasons. Vendor shall have the right to clarify the facts through the Complaint Handling System (section 28).

21.1.1. (Effect of Termination) Upon termination of this Agreement, for whatsoever reason:

- 21.1.2. Foody shall remove the Vendor from the Platform;
- 21.1.3. the Vendor is obliged to immediately return all Foody property in its possession, including and in particular the Devices and any other assets loaned to the Vendor by Foody;
- 21.1.4. the Vendor must immediately remove any reference to Foody and/or any of Foody's Intellectual Property from the Vendor's premises, website and / or marketing materials;
- 21.1.5. the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 21.1.6. sections which expressly or by implication survive termination shall continue in full force and effect.

### 23. Limitation of Liability

- 23.1. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
  - 23.1.1. Subject to section 24.1:
    - 23.1.1.1. Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or damages arising under or in connection with this Agreement; and
    - 23.1.1.2. Foody's total liability to the Vendor in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Service Fees paid in the preceding year at the time of the event giving rise to such liability.
    - 23.1.1.3. This section shall survive termination of this Agreement.

### 24. Conflicting Terms

To the extent that any of these Terms conflict with the terms stated on Vendor Registration Form, or any other

special Agreement between the parties, the terms of the Vendor Registration Form or special Agreement shall prevail.

### 25. Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Agreement.

### 26. Mediation

The Vendor may submit any disputes to the following mediators, so the mediators attempt to reach an agreement on the settlement, out of court, of any disputes between the Vendor and Foody:

(i) ACHILLES & EMILE, CONSTANTINOS EMILIANIDES LLC  
74, Arsinoes street, 1010 Nicosia,  
[Cyprusemilianides.a@cytanet.com.cy](mailto:Cyprusemilianides.a@cytanet.com.cy),  
+357 22 668618

(ii) A.D.R. Cyprus Center Ltd (Cyprus Consumer Center, Kyriakou Matsi 16, Eagle House, 8th Floor, Nicosia, Cyprus, [evripides@adr.com.cy](mailto:evripides@adr.com.cy) ,  
+35722519741

### 27. Governing Law and Jurisdiction

- 27.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Cyprus.
- 27.2. Each Party agrees that any dispute arising out of or in connection with this Agreement, if unresolved through good faith negotiations between the Parties, shall be resolved by the mediators as provided in section 27 or through legal proceedings in Cyprus, which shall have the exclusive jurisdiction over all disputes.

## **28. Complaint Handling System**

**28.1.** Vendor shall be able to file any complaint regarding: (i) alleged non-compliance by Foody with any obligations laid down in the Directive (UE) 1150/2019 which affects the Vendor; (ii) technological issues which relate directly to the provision of the Services affecting the Vendor; and (iii) measures taken by, or behaviour of, Foody which relate directly to the provision of the Services, and which affects the Vendor by sending an email to [compliance@foody.com.cy](mailto:compliance@foody.com.cy) or by completing the relevant form that can be found in the Portal under communication section. (“**Internal Complaint Handling System**”). The Internal Complaint Handling System shall be free of charge for the Vendor. Once the Vendor sends an email to [compliance@foody.com.cy](mailto:compliance@foody.com.cy) or completes the relevant form the Vendor will have an ID for the complaint. Foody shall reply as soon as possible to all complaints and within 30 days the latest. Foody undertakes to handle the complaint within a reasonable time frame and to communicate the outcome of the complaint in an individualized manner and in plain and intelligible format.

**28.2.** In case the Vendor complaint cannot be resolved by using the above mentioned Internal Complaint

Handling System of section 28.1, the Company shall in an out of Court attempt to resolve the dispute propose the accredited mediators, as described in section 26.

## **29. Authorised Signatories**

The Vendor acknowledges that Foody’s approval and agreement to be bound by the terms and conditions under this Agreement shall only be legally binding when this Agreement is signed by at least two duly authorised representatives of Foody.

## **30. Language**

The governing language of this Agreement shall be English.

Latest Revision: August 2022

## **General Terms Updates - Revision History**

Revisions	Important Updates (in comparison to the previous revision)	Revision Date
First	Adaptation of General Terms based on the provisions of the European Regulation 1150/2019	December 2020
Second	<ol style="list-style-type: none"> <li>1. Modification or/and removal of certain My Restaurant (“MRA”) reports and rename of MRA to “Vendors Portal”</li> <li>2. Updates on Order Evaluation</li> <li>3. Updates of the store ranking algorithm</li> <li>4. Reinforcement of the term 4.1.11.1 “Device Maintenance”</li> </ol>	June 2021
Third	<ol style="list-style-type: none"> <li>1. Incorporation of a new “Regular Users Reward Service”, called Rubbies (<u>Clause 10.3</u>)</li> <li>2. The addition of a new Self-Service tool from the Vendor Portal for bookings in the Recommended Kitchens service (<u>Clause 10.2.2</u>)</li> <li>3. Reinforcement of discount terms and criteria for participation in the Peinata service (<u>Clause 10.1</u>)</li> <li>4. Imposing extra cost to replace Foody Machine (Sunmis) due to repeated inappropriate use (<u>Clause 4.1.12.1</u>)</li> <li>5. Changing of criteria to the way the Vendor is displayed on the Website / Application (<u>Clause 9</u>)</li> </ol>	August 2022