

General Terms and Conditions

By placing an online order through this website or mobile application (the "Online Ordering Application"), you are entering into an agreement directly with the **restaurant identified on the menu, order page, or your order confirmation** (hereinafter referred to as the "Restaurant," "we," or "us").

The name, address, phone number, and other identifying details of the Restaurant will appear on the Online Ordering Application and/or in your order confirmation email or receipt.

These Terms and Conditions apply to you as a client (hereinafter referred to as "you" or the "user" or the "Client") for online ordering.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS THEN YOU SHOULD NOT ACCESS AND/OR USE ONLINE ORDERING (HEREINAFTER THE "ONLINE ORDERING APPLICATION"). ACCESS AND/OR USE OF ONLINE ORDERING BY YOU SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

These Terms and Conditions describe the general online ordering terms and conditions between Us and You and the different rights and obligations of the parties.

For the sake of clarity, these Terms and Conditions apply in case of online ordering through the online ordering application; used by the Client to place its order for different products and/or services (hereinafter referred to as the "products" and/or "services").

The Restaurant shall use all necessary diligence to ensure that the information regarding the online ordering application is accurate and reliable. However, this is not infallible, and errors may sometimes occur. You should take appropriate steps to verify all information in relation to the online ordering before using it. To the maximum extent permitted according to applicable law, the Restaurant disclaims any warranty or representation of any kind, whether express or implied, as to any matter whatsoever relating to the online ordering application, including without limitation the availability of the online ordering application.

The Restaurant may from time to time revise these Terms and Conditions and the information regarding the online ordering application and/or process and reserves the right to make such changes without any obligation to notify any past, current or prospective clients. The most current version of the Terms of Use will supersede all previous versions. Your use of the online ordering application after changes are made means that you agree to be bound by such changes.

By ordering online, you acknowledge and agree that the use of the online ordering application and/or process is at your own risk and, to the maximum extent permitted according to applicable law, in no circumstances, shall We be liable for any direct, indirect, incidental, special, consequential, or punitive damages, losses, costs or expenses, nor for any loss of profit that results from the use of or inability to use the online ordering and/or any application and/or

material on any site linked to this online ordering application (including but not limited to any viruses or any other errors or defects or failures in computer transmissions or network communications) even if We have been advised of the possibility of such damage.

In addition, We will have no liability in respect of any changes made to the content of the online ordering application and/or process by unauthorized third parties. All express or implied warranties or representations are excluded to the maximum extent permitted according to applicable law.

The online ordering application and/or process may include content, information or links to third parties or third-party sites. The Restaurant is not responsible for the content of any such sites nor for the content of any third-party advertising or sponsorship nor for compliance of such with applicable law. The links may be accessed at the user's own risk, and the Restaurant makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyperlinked to this ordering online application. You agree to hold harmless and relieve the Restaurant from any liability whatsoever arising from your use of information from a third party or your use of any third-party website.

Except as otherwise expressly mentioned, all the information regarding the online ordering application (including without limitation the images, buttons and text) are property and/or available with the permission of the licensor of the license agreement regarding the use of the application in order to order online who holds usage rights over them and they may not be copied, distributed, or reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without its prior written permission.

The content referring to specific products (e.g. food items), arrangement and text layout of the online ordering application and/or process, the trademarks, and any other content, are proprietary and are protected according with applicable law and cannot be used in any way without the express written permission of the Restaurant.

The Client does not obtain any license or right regarding the information included in or regarding online ordering and/or the application.

If you decide to order online using the online ordering application, you may be asked to provide full contact details and/or to create an account and you may need to accept cookies. You must keep your data confidential and must not disclose it to anyone. Please read our Privacy Policy for more information about our information collection and use practices, which applies to information you submit on the online ordering application. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You must notify Us immediately of any breach of security or unauthorized use of your account. Although We will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of the Restaurant others due to such unauthorized use.

The Restaurant reserves the right to suspend the use of the online ordering application and/or process if you breach the Terms and Conditions.

You acknowledge and agree that all orders are treated as an express intention to purchase the selected products and/or services for the agreed online prices and will constitute a binding offer from you to purchase such products and services. Any variations must be in writing, or they will not be binding on either party.

The acceptance of any order for any of the products and/or services shall be at the entire discretion of the Restaurant. Our acceptance of an order may occur when you receive an on-screen message and/or email notification and/or an SMS, confirming your order.

The Restaurant reserves the right to refuse any service, terminate your access to the online ordering application and/or process, remove or edit any content or accept your order(s) in its sole discretion and without prior notice to you.

The Restaurant's online ordering application must only be used by persons over the age of eighteen (18) years, or the minimum legal age permitted by law or otherwise under the supervision of an adult or guardian.

Any products and/or services provided through the online ordering application are done so on an "as is" and "if available" basis and the Restaurant expressly excludes any warranties, conditions, representations or other terms with respect to the online ordering application or the content or products displayed on it, whether express or implied, unless expressly stated to the contrary.

The pictures of the products are for presentation only. The ordered products may have differences (e.g. color, form, etc.) from the photos existing on the site. The Restaurant is not liable in any way if the description of products on the site is not complete.

Delivery orders are also subject to: i) Your address falling in the defined delivery area of the Restaurant; ii) Availability of the restaurant being online for accepting online orders; and iii) Your Order may be subject to a minimum amount per order.

You can pay by any of the methods listed on our checkout screen. Please make sure that if your order is placed using a credit or debit card, the card is valid on the date of your order placement. The Restaurant may provide no refunds to orders paid online. Contact Us directly to settle any payment dispute or refund claim.

You may be automatically directed to an online listing referring to Your nearby Restaurant service location. Please note that prices, minimum spend restrictions and maximum cash spend restrictions vary from location to location. In addition, if you order online, the price charged may be different from the price for the products had they been ordered in-store or by telephone.

Your online order once placed cannot be modified or cancelled either through the website or offline by calling the restaurant. If you wish to cancel or complain about your order, please call

your local restaurant service location, details of which will be included in the confirmatory e-mail sent to you upon placing your order.

We will aim to provide you with your ordered products as close as possible to your requested delivery/collection time, but we cannot guarantee the delivery time in all cases. Delivery time may be affected due to bad weather or traffic conditions. This is to ensure the safety of our drivers. Delivery service may be temporarily unavailable in selected areas due to bad weather or unforeseen circumstances.

The Client agrees to accept delivery of the Products at the agreed time and place of delivery. If you have chosen for the Products to be delivered, the Restaurant will deliver the order to the main entrance of the delivery address, but any deliveries carried into the delivery address will only be made if the driver and you consent to this. If you are not present to take delivery of the goods at the address given in your order, then We will not refund you the price for your order and will charge you for the full amount of your order.

Risk of loss of the Products shall pass to the Client on delivery.

Any software service/software is used and/or downloaded at your own risk. If you are in any doubt as to the suitability of the software service/software to be used and/or downloaded for your computer, it is recommended that you obtain expert advice before using and/or downloading it.

You are responsible for maintaining the confidentiality of your personal details, password and payment details. You agree to accept full responsibility for all your activities in relation to the online ordering (application).

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions. In case any provision of the Terms and Conditions is and/or becomes void, illegal, invalid or inapplicable, it shall not affect the validity or the applicability of the other contractual clauses, which shall continue to be in force and to produce legal effects as if the void, illegal, invalid or inapplicable clause was not part of the Terms and Conditions.

The Restaurant trademarks, as well as the related trademarks of others and related proprietary property, are protected from copying and simulation under national and international laws and are not to be reproduced or copied without the express written permission of the Restaurant.

To the fullest extent permitted by law, the Restaurant excludes all liability arising out of its supply of the Products and in particular shall not be responsible for any loss or damage arising directly or indirectly out of or in connection with delay beyond the estimated delivery or pickup time; any circumstances over which the Restaurant had no control of the consequences and which the Restaurant could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the Client or others. In any event, the Restaurant's

liability to the Client shall not exceed the total price charged for the relevant products/and or services.

THE ONLINE ORDERING APPLICATION (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED THEREIN) IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE APPLICATION OR ANY INFORMATION OR SOFTWARE THEREIN. IN NO EVENT SHALL THE RESTAURANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR APPLICATION, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR APPLICATION, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APPLICATION BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ONLINE ORDERING APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF USER OR ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

We make no representations about the reliability of the features of this application, the content, or any other application feature, and disclaim all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. We make no representations regarding the amount of time that any content will be preserved.

The application is controlled and offered by the Restaurant from its facilities in the United States of America. We make no representation that the application is appropriate or available for use in other locations. Those who access or use the application from other jurisdictions do so at their own volition and are responsible for compliance with local law.

You agree to defend, indemnify and hold harmless the Restaurant, its affiliates officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- i. your use of and access to the application;
- ii. your violation of any term of these Terms and Condition;
- iii. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- iv. any claim that one of your user submissions is offensive, defamatory, obscene or otherwise objectionable or caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the application.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the Restaurant is headquartered and any dispute arising out of or in connection with these Terms and Conditions shall be settled by the competent courts from the headquarters of the Restaurant, excluding the possibility of reference to conflict of laws.