

## GENERAL TERMS AND CONDITIONS - FOODORA'S PLATFORM (December 2023)

### 1. GENERAL

These general terms and conditions (the "**Terms**") apply between you as a private person/consumer or as an employee at a corporate customer ("**You**") and Foodora AB, reg. no. 559007-5643, Fleminggatan 20, 112 26 Stockholm, Sweden ("**foodora**", "**we**", "**us**"), when you shop via <https://www.foodora.se/en/> and foodora's downloadable mobile app (together the "**Platform**").

By registering an account with foodora and placing an order via the Platform, You confirm that You have read and accept these Terms with binding effect and certify the accuracy of the information provided by You.

By placing an order through the Platform, You further certify that:

- (a) You are at least 18 years old;
- (b) You have the legal capacity to enter into an agreement; and
- (c) You are the holder of the bank/credit card or bank account used for purchases on the Platform.

foodora has the right to update or change the Terms at any time. The Terms applicable to Your order is the version available on the Platform at the time of ordering. It is Your responsibility to keep Yourself updated on the latest version of the Terms.

If You have any questions about these Terms or if You wish to contact us for any other reason, You will find the contact details for our customer service at the bottom of these Terms under section 17.

### 2. YOUR ACCOUNT

foodora allows only one account per customer. You are responsible for the safekeeping of Your login details in order to avoid their dissemination. If third parties gain access, or if You suspect that third parties have access, to Your login details, You must immediately inform foodora, in which case foodora reserves the right to suspend or delete Your account without further notice. If You do not inform foodora of such suspicion, You will be responsible for the continued activity on Your account.

If You forget Your password, it can be reset by using the link "Forgot your password?" on the Platform.

If You want to delete Your account, please send an email to our customer service or a chat message to the foodora Help Center, see section 17.

### 3. THE PLATFORM AND ITS OFFERING

#### 3.1 The Platform

Through the Platform, You can order products in the form of meals, groceries and other goods ("**Products**") that foodora, foodora's partner restaurants ("**Restaurants**") and foodora market and partner stores (together "**Shops**") make available on the Platform. Restaurants and Shops are hereafter jointly referred to as "**Partners**".

#### 3.2 The Platform's offering

The offering and ranking of Partners and Products on the Platform may vary from time to time.

The offering and ranking is based, among other things, on the delivery address and any potential search filter set by You on the Platform (e.g. filtering on specific categories or by "delivery time"). To ensure the quality of the Product until delivery and the delivery time to You, the offering on the Platform is limited to Products delivered from Partners with its place of business close to Your delivery address.



Thus, if You change Your delivery address, or choose the Pick-Up option (pick-up at the Partner's place of business), the offering and ranking may change, but other circumstances such as weather, traffic and demand may also affect the offering and ranking.

Partners also have the opportunity to pay for so-called priority ranking ("**Paid Placement**"). On the Platform, such Paid Placement is marked as e.g. "featured", "sponsored", "offer" or similar. Furthermore, Restaurants that are top performers on the Platform in terms of order flow, average customer rating, availability and low amounts of canceled orders can be labeled "Top Restaurant". Finally, the offering and ranking may depend on other parameters to ensure a good customer experience for You.

### 3.3 More on ranking of search results

When searching for Partners and Products on the Platform, search results are ranked primarily based on the following criteria:

- *The content of Your search:* The search results that most closely reflect the wording of Your search query will be listed higher, e.g. Partners' name, the Products, and/or a specific offer. If Your search query consists of special characteristics related to Products (e.g. a certain type of dish) or Partners (e.g. a certain type of restaurant), the search results that most closely reflect such characteristics will be listed higher.
- *Opening hours, distance and delivery time:* The order of the search results is also based on the opening hours, distance and delivery time of the relevant Partner to Your specified delivery address. For example, a shorter delivery time means a higher ranking. Should there be more than one Partner under the same brand group in the same delivery area, the search results can be limited to show only the Partner within that brand group with the shortest delivery time. Note that changing the delivery address or choosing the Pick-Up option may change the search results.
- *Popularity:* The popularity of a Partner can affect the ranking of the search results. Popularity is measured, for example, by views and/or orders placed within a specific time frame. The greater the popularity, the higher the listing.
- *Paid Placement:* The ranking of search results can also be influenced by Paid Placement, marketing and campaigns. A Partner who has Paid Placement will be ranked highest if that Partner has the Products You searched for.

Other criteria may also influence the ranking. The relative importance of the mentioned criteria depends, among other things, on Your search query and from where, geographically, You are making the search. However, as a general rule, the Partners who best match Your search query or have the most of the Products You have searched for will be at the top. However, a Partner may get a higher ranking if it has high ratings (high popularity) or if it can deliver quickly.

## 4. ORDERS

### 4.1 General information on orders

On the Platform, You can order Products from foodora and Partners for delivery and sometimes through Pick-Up. You can place orders in Swedish and English and, after placing an order, You will receive a confirmation to the email address provided by You when registering Your account with foodora. The confirmation contains all information regarding the order and the additional terms and any conditions that might apply.

The Products are delivered by foodora, a potential third party temporarily hired by foodora through a staffing agency or by the Partner itself to the delivery address specified by You at the time of ordering. If You have chosen Pick-Up, You are responsible for picking up the order at the location specified at the time of ordering.

All payments for Products and other delivery fees are made on the Platform. You will not pay anything to the courier delivering the Product, or in case of Pick-Up, the Partner providing the Product.

## 4.2 How to place an order

All orders on the Platform are initiated by You choosing whether You want the order to be delivered or, if available, picked up through Pick-Up as soon as possible. You can also choose to make a pre-order for delivery or Pick-Up at a later date. A pre-order can be made up to three (3) days in advance. You then select the Product(s) You wish to purchase, add them to Your shopping cart and place an order at Checkout.

When You click on "Place Order", You are making an offer to purchase the Products specified in the order for an amount equal to the order value, which will be charged through the chosen payment method. When ordering from Restaurants, you are however (prior to checkout) given the option to cancel the entire order if one of your selected Products would not be available. You can also choose to only delete the Product that may not be available. These options are not available when ordering from partner stores or foodora market, but see below regarding replacement products from partner stores.

Please note that foodora never accepts orders for Products via email or our chat and that payments are always made on the Platform.

After placing an order, You will receive an email confirming that foodora has received the order and that we will get back to You as soon as the Partner has accepted the order. When the Partner has accepted the order and an agreement has been entered into, this will be shown on the Platform. The Platform will also indicate the estimated delivery time or Pick-Up time.

Please note that an order cannot be canceled by You after it has been accepted by the relevant Partner. Before that, You can change or cancel an order at any time. However, by placing an order You agree that if the Partner accepts Your order, the potential delivery fee is non-refundable. In other words, you agree to forfeit Your right of withdrawal regarding the delivery service once it has been completed. You can read more about Your right of withdrawal in section 13 below.

If Products from a partner store run out of stock after an order has been placed, the partner store may in consultation with You and to the extent possible offer an equivalent replacement product instead. This option is not available when You make orders from Restaurants or foodora market. The replacement product will never cost more than the Product You originally ordered and You will always pay the lower price of the ordered Product and the delivered replacement product. If the price of the replacement product is lower, You will be refunded the difference.

If foodora or a Partner is for any reason prevented from delivering a Product(s), we and our Partners reserve the right to cancel the order in whole or in part, whereupon your payment for the Product that could not be delivered, or the entire order, will be refunded.

Upon delivery of the order, we will send a receipt of the purchase to Your registered email address, stating inter alia the Products (including potential replacement products) finally covered by the purchase. The receipt is issued either by foodora on its own behalf as the seller of the Products (see section 4.4 below) or on behalf of the relevant Partner in cases where the Partner has sold the Products to You (see section 4.5 below).

## 4.3 Special instructions when ordering

You have the right to leave special instructions for an order or a Product(s) in the order. To the extent possible and commercially reasonable, our Partners will follow these special instructions. However, neither the Partner nor foodora is obliged to exchange or refund an order and/or a Product(s) accompanied by special instructions from You.

For special instructions related to allergens, allergic reactions, restrictions or dietary requirements, please contact the relevant Partner directly as per section 9.2-3 below before placing the order. In case You are particularly sensitive to contact with certain allergens, please note that neither foodora nor the Partner can guarantee that Your Product, despite any special packaging, will not be delivered in the same transport bag as Products containing such allergens.

## 4.4 Specifically about orders from Restaurants

When Products are ordered from Restaurants on the Platform, foodora acts as the seller of the Products prepared by the Restaurants. Hence, for such orders, You enter into an agreement with foodora.

## 4.5 Specifically about orders from Shops

When Products are ordered from Shops on the Platform, foodora acts as an intermediary and transporter of the Products sold by the Shop if You have not chosen Pick-Up from a foodora market. Thus, when ordering from Shops, You enter into an agreement with the Shop for the purchase of the Products, but You enter into an agreement with foodora for any delivery of the ordered Products.

## 5. PRICES AND FEES

### 5.1 Price

Current prices for Products and delivery fees, as well as the amount of the service fee, are displayed on the Platform at the time of ordering. foodora reserves the right to make any obvious typographical errors regarding price or other information. All prices on the Platform are displayed including VAT.

The prices may be affected by offers that may be available regarding specific Partners, the ordered Products or product category or the amount of the order, and may be offered at the expense of foodora or the Partner (see more under section 6 below). Furthermore, foodora may offer bonus programs, campaigns, or similar from time to time.

foodora may in some cases, at its own discretion, set a price for Products from Partners and may also limit the Partners' ability to offer Products on the Platform.

foodora has the right to update prices and/or content and other information about the Products. You are responsible to find out what prices, etc. apply at the time when You place Your order.

### 5.2 Delivery fee

When ordering with delivery, the applicable delivery fee is displayed separately for each Partner as well as in Your shopping cart. The delivery fee is based e.g. on the distance to the relevant Partner, the order volumes at the time You place Your order, and any offers related to the delivery fee at the time of ordering. Red or green arrows may temporarily appear to indicate increases or decreases of the delivery fee for certain Restaurants.

### 5.3 Minimum order value

When purchasing via the Platform, a minimum order value may apply to orders. The applicable minimum order value may vary depending on which Partner You are ordering from but is always shown in Your shopping cart before You place the order. When ordering Products whose total value is less than the applicable minimum order value, You will pay the difference between the total value of the Products and the minimum order value applicable to the order. This amount may be deducted from the amount refunded in the event of a return.

### 5.4 Price reductions

In the event of a price reduction of Products in cases where Section 7a of the Price Information Act (2004:347) (*Sw. prisinformationslagen*) is applicable, the previous price will also be displayed, unless the price reduction concerns Products that can quickly deteriorate or become too old. This is generally done by displaying the previous price, i.e. the lowest price offered during the last 30 days before the price reduction, as a strikethrough in immediate connection with the reduced price.

### 5.5 Price based on approximate weight

For Products whose price is based on their weight, a single approximate weight is indicated for all Products within the same product category. This approximate weight is also applied for the indication

of the Product's price on the Platform, which subsequently constitutes the final price that You pay for the Product at checkout.

## 5.6 Recycling systems for packaging

Prices for beverages sold in bottles and cans are, where applicable, displayed excluding deposits. For any questions on how to reclaim deposits, please visit <https://pantamera.nu/en/>.

Furthermore, we and our Partners may cooperate with other third party suppliers regarding deposits on food containers as well. Such deposits are also, where applicable, excluded from the price of the relevant Product.

## 6. PAYMENT

### 6.1 How to make a payment

Unless otherwise agreed, payment for Your order shall be made at the time of ordering by bank/credit card, direct payment, or the other payment methods ("**Payment Methods**") offered on the Platform at the time of ordering. Valid Vouchers or Gift Cards (see definition below) can also be used to pay for Your order in part or in full. The Payment Methods available for Your order are displayed at Checkout.

Please note that foodora cannot guarantee that all Payment Methods are always available and that they may be temporarily unavailable or restricted from time to time. foodora reserves the right to offer additional Payment Methods and/or remove existing Payment Methods at any time at its sole discretion.

With Your consent, Your bank/credit card or payment information may be stored with our third-party payment providers for future orders. foodora however does not store Your bank/credit card or payment information.

Please note that for donations through the ShareTheMeal program, the World Food Programme will be the final recipient of Your donation.

### 6.2 No own payment services

foodora does not provide its own payment services to You or to third parties. All online payments are processed through the external payment service providers presented on the Platform. Consequently, by making a purchase via the Platform, You also accept, in addition to these Terms, the terms and conditions of the external payment service provider relevant to Your payment. For more information, please visit the respective external payment service provider's website.<sup>1</sup>

## 7. OFFERS AND CREDITS

### 7.1 Campaigns, gift cards and vouchers

foodora may from time to time have offers in the form of campaigns and other types of discounts on the Platform ("**Campaigns**"). On the Platform, customers can also purchase gift cards that can be used to purchase Products on the Platform ("**Gift Cards**"). foodora may also offer You credits that can be used to purchase Products on the Platform ("**Vouchers**"). Vouchers cannot be used to purchase Gift Cards.

foodora may also offer Vouchers to compensate for delays or other problems with Your order. Such Vouchers are issued at foodora's sole discretion and are valid for seven (7) days from the date of issue. You can find such Vouchers under the "Vouchers" tab in Your profile. Please note that these

<sup>1</sup> For Adyen, see [https://www.adyen.com/sv\\_SE/legal/terms-and-conditions](https://www.adyen.com/sv_SE/legal/terms-and-conditions), for American Express, see <https://www.americanexpress.com/se/legal/villkor/> (only available in Swedish), for PayPal, see <https://www.paypal.com/se/webapps/mpp/ua/legalhub-full> (only available in Swedish), for Klarna, see <https://www.klarna.com/se/villkor/> (only available in Swedish).



types of Vouchers are not the same as the Vouchers that may be issued as a result of a complaint, see more under section 13.1.

Gift Cards and Vouchers with a fixed nominal value can be redeemed when an order is placed either to pay in full or in part for Products, delivery and other fees when ordering via the Platform, unless otherwise specifically stated for the Voucher or Gift Card.

## 7.2 Restrictions on use

The following restrictions apply to Campaigns, Gift Cards and Vouchers:

- Certain Partners and Products may be excluded from Campaigns, Gift Cards and Vouchers.
- Gift Cards and Vouchers are not redeemable for cash and can only be used once.
- Gift Cards and Vouchers are consumed upon use regardless of using the full amount or not and can only be used before completing the order.
- foodora does not add Campaigns, Gift Cards or Vouchers to orders afterwards.
- Once the validity period specified for the Gift Card or Voucher has expired, it can no longer be used as a means of payment for purchases on the Platform, nor can it be reactivated, nor will any credits or remaining values be refunded.

Please note that Campaigns, Gift Cards and Vouchers cannot be used on Products for which age restrictions apply. However, for orders containing both age restricted and non-age restricted Products, the relevant Campaign, Gift Card or Voucher will be applied to the non-age restricted Products.

If foodora offers You introductory or "trial" prices, they are valid only once (1) per registered user.

Generally, Gift Cards, Vouchers and introductory prices are personal and in these cases it is prohibited to resell them to third parties unless authorized by foodora. If You misuse, or otherwise use Campaigns, Gift Cards and/or Vouchers or introductory prices in an inappropriate, fraudulent or unauthorized manner, foodora may terminate, withdraw or invalidate them and also reserves the right to charge You for costs and expenses related to such activity and to suspend You from the Platform.

In addition to these Terms, other terms and conditions may apply to the use of Campaigns, Gift Cards, Vouchers and introductory prices. Such other terms and conditions may then apply in conjunction with these Terms.

## 8. CONDITIONS FOR DELIVERY AND PICK-UP

### 8.1 Delivery time

The delivery time and pick-up times for Pick-Up indicated at the time of Your order and after completed payment, are approximate and may change due to traffic or weather conditions and other reasons beyond foodora's control. In the event that a delivery is delayed or cannot be completed, we will notify You as soon as possible. Under certain circumstances, You may be entitled to compensation for delivery delays.

For orders delivered by the Partner itself, foodora may ask You to contact the Partner directly in case of delivery problems or delays.

### 8.2 Delivery

When You place an order on the Platform with delivery (direct or pre-ordered), You confirm and agree that the ordered Products will be delivered to the address You provided for the relevant order. Please note that delivery can only be made to locations at addresses that our couriers can locate and reach. Prior to delivery, You are responsible for:

- (a) being available to receive in-app messages and/or calls at the telephone number You have provided on the Platform; and
- (b) being available at the specified delivery address to receive the order unless You have indicated in advance that it should be delivered to Your doorstep.

If You are not available at the time of delivery, foodora or the Partner has the right to leave the delivery outside the door, even if you have not agreed to this in advance. However, this only applies insofar as there are no restrictions regarding the ordered Product(s), e.g. if customer identification or similar is required upon delivery. Please note that foodora, or where applicable the Partner, is under no obligation to deliver orders outside the door if there are limitations thereto or if it is otherwise deemed inappropriate by foodora or the Partner. This applies regardless of You having agreed to this in advance or not.

foodora or the Partner reserves the right to cancel the order in the event that delivery cannot be fulfilled due to any of the following reasons:

- (a) the courier cannot reach You;
- (b) You or Your representative upon receipt of an order containing Products that require identification and/or for which age requirements or other restrictions apply, cannot provide valid means of identification, is a minor, is perceived to be intoxicated or under the influence of drugs or otherwise does not meet the requirements for delivery or there is otherwise particular reason to suspect sale, furnishing or provision of the Products to minors;
- (c) You have provided incomplete and/or incorrect information when ordering; or
- (d) You act violently or offensively towards, or threaten, the courier.

In case an order is canceled due to any of the above reasons, You will forfeit the right to any refund and will be charged the full price of the Products and/or any other costs incurred by foodora or the Partner in connection with Your order of the Products, such as return costs.

Once the order has been delivered to Your specified delivery address, the risk of loss of, or damage to, the Product(s) passes to You. Neither foodora, nor, where applicable, the Partner, is responsible for any loss or damage to Products that occurs after delivery.

## 8.3 Pick-Up

If You have chosen Pick-Up at the time of ordering, the Product(s) shall be collected by You at the Partner's place of business at the time indicated on the Platform at the time of ordering. Depending on the type of Product(s) You ordered, the Partner may require You to identify Yourself with a valid ID when collecting the order. In the same way as for delivery, see section 8.2 above, the Partner may refuse delivery in the event of any of the circumstances listed there.

If the order is not collected within a reasonable time after the specified pick-up time has passed, usually 30 minutes depending on the Products ordered and the opening hours of the relevant Partner, You may be charged the full price for the Products to the extent that they cannot be resold and/or for any other costs incurred by foodora or the Partner in connection with Your order.

Some Products may be adversely affected by Your failure to pick them up at the time indicated on the Platform at the time of ordering, such as refrigerated and frozen goods. foodora, or where applicable the Partner, is not responsible for any deterioration or any impact that may result from Your failure to pick up the Products on time.

Once You have collected the order, the risk of loss of, or damage to, the Product(s) passes to You. Neither foodora nor the Partner is responsible for any loss or damage to Products that occurs after pick-up.

## 9. CONTENT AND QUALITY OF MEALS AND GROCERIES

### 9.1 Division of responsibilities between foodora and the Partner

Meals and other groceries made available for purchase on the Platform are, where applicable, prepared and packaged by Partners. foodora does not prepare and is not involved in the preparation, cooking or packaging of the Products. In these cases, it is the Partner's responsibility to be registered

as a food business with the local authorities and to comply with the requirements of the Swedish Food Agency.

foodora has procedures in place to confirm that Partners who handle meals and groceries are registered with the relevant authority, but do not carry out their own checks on the Products. foodora only handle Products to the extent necessary to carry out, where applicable, their delivery to You.

## 9.2 Meals

The Partner preparing meals made available through the Platform provides a list of, and other information about, the ingredients of the meal. This is presented on the Platform, but foodora cannot guarantee that the information is accurate and up-to-date at all times as the Partner may have replaced or supplemented an ingredient included in the meal without our knowledge. For more information on e.g. allergens, ingredients or the origin of an ingredient, we therefore ask You to contact the Partner directly via the contact details available on the respective Restaurant's partner page on the Platform under the tab "Reviews & info" or via a link found at the bottom of the Restaurant's menu page on the Platform.

Unless otherwise specified, the meals are intended to be consumed immediately after they are delivered to You and we are not responsible for the quality of the meal if it is consumed later.

## 9.3 Groceries

On the Platform, product information is provided for all Products in the form of groceries, but foodora cannot guarantee that the information on the Platform is accurate and up-to-date at all times. Before consuming a Product, it is therefore important that You carefully read any table of contents, especially if You are sensitive to any particular allergen. In the event of conflicting information, the table of contents on the Product's packaging always prevails over the product information on the Platform.

If You have any questions regarding ingredients in groceries sold on the Platform, You are welcome to contact the Shop directly via the contact details available on the respective Shop's partner page on the Platform under the "Shop information" tab.

## 9.4 Maintenance of quality

The Partner assembles and prepares Your order for delivery or Pick-Up immediately or as pre-ordered, similar to shopping directly in a store. Therefore, in order to ensure that the Products maintain their quality upon delivery and that refrigerated goods are picked up without delay, Your order will not be sent to the Partner until we have an available courier.

## 10. SPECIAL CONDITIONS FOR CERTAIN PRODUCTS

Products for which age restrictions apply, such as alcohol, over-the-counter medicines, tobacco and nicotine pouches, may only be ordered by You if You are 18 years or older. When ordering such Products on the Platform, You must verify Your age via BankID. Please note that by placing an order for these types of Products, You agree to enter into a binding contract to purchase the ordered Products.

Upon delivery or Pick-Up, foodora, or where applicable the Partner, performs age and ID checks on the recipient of the order to confirm that the recipient is the same person, or a representative specified by the ordering party, who placed the order. If the age and ID check of the recipient is not approved, foodora or the Partner will, in accordance with section 8.2 above, not deliver/hand out the Product but instead return it to the Partner. However, in case the order included additional, non-age-restricted Products, they may be delivered/handed out.



## 11. FOODORA'S RIGHTS

### 11.1 Respect for intellectual property rights

All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights owned or used by us and those included in the Platform or foodora's marketing materials (including but not limited to titles, graphic images, icons, scripts and source codes) are the property of us, another licensor, or the Partner and may not be reproduced, distributed, sold, used, posted, published, transmitted, distributed, modified, altered, copied, restricted or used (in whole or in part) without our prior written consent.

Use of any of the intellectual property rights listed above for any commercial or other purpose without our authorization is strictly prohibited, except as required to use the Platform in accordance with the Terms.

### 11.2 Respect for property

You may not, for any purpose, tamper with, attempt to gain unauthorized access to, modify, hack, fix or otherwise adjust any of our property, such as materials, software, hardware, source codes or information.

### 11.3 Unauthorized use etc.

Products sold through the Platform are intended for individual use and may not be resold or transferred. Furthermore, unauthorized commercial use of the Platform is strictly prohibited and You undertake, by accepting these Terms, not to resell or transfer any right or obligation in relation to foodora.

If foodora, in its sole discretion, considers that You have engaged in fraud, abuse or inappropriate or unauthorized use of the Platform, we reserve the right to suspend You from the Platform and/or terminate Your account and charge You for costs and damages incurred by us or our Partners.

## 12. PERSONAL DATA MANAGEMENT AND DATA PROTECTION

We process Your personal data in accordance with foodora's [Privacy Policy](#) and by accepting the Terms You are aware that we may send You emails and/or text messages related to Your order.

Depending on the choice of Payment Method, an external payment service provider may also process Your personal data according to the respective payment service provider's own terms and conditions.

## 13. COMPLAINTS AND RIGHT OF WITHDRAWAL

### 13.1 Complaints

If You place an order as a private individual/consumer and Products are missing or if the Products that have been delivered to You are defective, incorrect or otherwise not in accordance with Your order, You have the right to complain about the order. To do so, please contact our Help Center or Customer Service with pictures (where necessary) and a description of the problem immediately or no later than two (2) months from when You noticed/should have noticed the defect/fault.

Once we have received Your complaint, we will notify You. We will then examine the case as soon as possible to identify the problem and find a solution in accordance with applicable consumer protection legislation. We reserve the right to determine the appropriate solution in each individual situation. We may also involve the Partner who accepted the order in the complaint process.

If we determine that the order complained about was incorrect and entitles You to a full refund, You may choose between receiving a refund via the same Payment Method used for the purchase or receiving a refund in the form of a Voucher that can be used for future purchases on the Platform. A

Voucher that acts as a refund is, unlike other types of Discount Codes under section 6, valid for 30 days and can be used under the specific conditions set out in the Voucher.

Please note that even if we determine that the order is not eligible for a full refund, our Customer Service team may issue Vouchers as a partial refund. Such Vouchers are also valid for 30 days but cannot be combined with other offers, Vouchers or Campaigns.

Please note that the terms applicable to Vouchers in general in accordance with section 6 above also apply to Vouchers obtained as refunds.

## 13.2 The right of withdrawal

### 13.2.1 About the right of withdrawal

If You place an order as a private individual/consumer, You have the right to withdraw from the contract, i.e. exercise Your right of withdrawal, see section 13.2.2 below.

Please note that by placing an order, You give Your explicit consent to having the delivery service begin as soon as the Partner has accepted Your order and that You thereby agree that the right of withdrawal is forfeited upon completion of the service.

Other examples of situations where Your right of withdrawal does not apply when ordering from the Platform are:

- (a) The purchase of meals, groceries or other Products with a short shelf life or which can quickly deteriorate or expire;
- (b) The purchase of a Product that was sealed by delivery but where the seal has subsequently been broken by You;
- (c) The purchase of Products in the form of a single issue of a newspaper or magazine;
- (d) The purchase of Products which are inherently mixed with other Products after delivery and therefore cannot be distinguished.

For an exhaustive list of exceptions to the right of withdrawal, please see the Act on Distance Contracts and Off-Premises Contracts (2005:59) (*Sw. lag om distansavtal och avtal utanför affärslokaler*).

The right of withdrawal neither applies to orders that have already been returned to foodora or the Partner due to delivery not being possible and where You have not prior thereto informed us that You wish to exercise Your right of withdrawal. In the event of a failed delivery attempt, the order will instead be canceled and we reserve the right to charge You for the costs in accordance with section 8.2 above.

### 13.2.2 Exercising Your right of withdrawal

If You wish to exercise Your right of withdrawal, You must inform foodora's Customer Service as per the contact details in section 17 or the relevant Partner by a clear, explicit notice thereof. Who You should inform, i.e. who is the seller of the Product(s) in question, is stated on the receipt, see section 13.2.3 below regarding returns to Shops. When it comes to returns of Products from Restaurants, You can notify foodora's Customer Service directly.

You must give Your notice within 14 days from the day You receive the Product or, where the order consists of a Product made up of several parts, an essential part of the Product. Please note that we and our Partners may refuse Your return if it is not made within this time period.

The form for exercising Your right of withdrawal can be found [here](#), but You can also use the form provided by the Swedish Consumer Agency [here](#) (only available in Swedish).

When You want to exercise Your right of withdrawal, You must specify, among other things:

- (a) that You wish to withdraw from the purchase;
- (b) Your order number and the date of the order; and
- (c) which Products you wish to return as well as Your name and address.

### **13.2.3 How to return a Product**

Returns of Products sold by Shops should be made directly to the Shop unless otherwise specified by foodora or the Shop in question.

The Product must be returned by You to the Shop's place of business within 14 days from the date of Your notice regarding Your wish to exercise Your right of withdrawal. For information on the Shop and its opening hours and the address to which the return should be made, see the Shop's partner page or the information on Your receipt. If You choose to send the Product to the Shop by post, You are responsible for any shipping costs and the condition of the Product from the date You received it until it is returned to the Shop.

Please ensure appropriate means of return and pack the Product appropriately to protect it from transport damage. All accompanying accessories and parts of the Product must be returned together with the Product, including any original packaging and labels.

When returning Products sold by Restaurants where the right of withdrawal still applies, further information on the return address will be provided to You in our confirmation of Your return. Nevertheless, the return must still be made within 14 days from Your notification of the exercise of Your right of withdrawal and You are still obliged to pack the Product in a way suitable for the return.

### **13.2.4 Refund of returns**

After foodora's or the Partner's acceptance of Your return, the refund will be made with the same means of payment that You used to place the order, unless otherwise agreed or stated in these Terms. If, upon return, the Product has been used, handled or packaged negligently by You, or if You have otherwise handled the Product to a greater extent than is necessary to determine its characteristics or function, foodora or the Partner is entitled to deduct from the amount to be refunded a sum corresponding to the Product's reduction in value compared to the Product's original value.

In the case of orders from Shops, the Partner is responsible for handling and approving returns in its capacity as the seller. Refunds may therefore be conditional on the Partner regaining the returned Products or receiving proof that the Product has been returned.

### **13.3 Limitations on refunds**

Please note that foodora does not reimburse the cost of delivery or other services performed in connection with the handling of Products that have been complained about or returned. foodora neither reimburses costs related to the minimum order value or the service fee. If You have paid parts or all of Your order with Vouchers, or if Your order has been subject to other Campaigns, the cost will not be refunded except as regards Gift Cards or Vouchers. As previously stated, You are responsible for the shipping costs associated with any returns.

## **14. CUSTOMER REVIEWS**

Customers are able to rate and review Partners and Products on the Platform. Reviews submitted on the Platform must be free from racist, sexist, offensive, insulting or otherwise illegal content and must not otherwise infringe the rights of third parties (including intellectual property rights). We perform checks on reviews and in the event that a submitted review is in any way inappropriate or otherwise does not comply with our review guidelines, we have the right to remove the review in question from the Platform.

In order to ensure that ratings and reviews come from customers who have actually purchased

Products from the relevant Partner, customers can only rate and review a Partner after the customer's order has been delivered and only for a limited time.

## 15. OTHER

### 15.1 Availability of the Platform

While we constantly strive to provide You with the best possible customer experience, we cannot guarantee that access to the Platform will be safe, timely, uninterrupted, free of errors, technical difficulties, defects or viruses. Consequently, temporary disruptions may occur on the Platform as a result of planned or regular system maintenance, downtime due to the internet or electronic communications, force majeure or other factors outside of our control. Nor are we liable for any delays, delivery failures, errors, losses or damages resulting from such problems on the Platform, including those that are inherent in the use of the Platform, the internet or electronic communications.

### 15.2 foodora's right to act against customers

We reserve the right to suspend accounts and terminate ongoing or pre-ordered orders or otherwise terminate our services to You with immediate effect if You breach these Terms, misuse our services, or otherwise cause damage or inconvenience to us, our Partners or our other customers through the use of the Platform and our services. The same applies if we have reasonable grounds to suspect that the Platform or services are being misused by You, or if foodora suspects repeated false orders or complaints or if there are other reasons to suspect that Your use of the Platform is illegal or in violation of these Terms.

Suspension for any of the above reasons can be done with immediate effect but You will always be notified thereof by email. In the event of suspension, we will reimburse You the amounts relating to uncompleted orders reduced by the costs incurred by us or the Partner as a result of the suspension.

Finally, we reserve the right to disable the use of email addresses and/or payment details or means previously linked to suspected or confirmed fraud on the Platform.

### 15.3 Third party links and websites

The Platform may contain links to third party websites, applications or advertisements and by clicking on these links You are aware that You do so at Your own risk. foodora does not control or endorse third party websites, links, applications or advertisements and is therefore not responsible for the content of these linked sites, nor are we responsible for any loss or damage that may be incurred by You in connection with the use of these websites, links, applications or advertisements.

### 15.4 Supervision

foodora's business is registered with the Environmental and Health Protection Board in Stockholm (Sw. *Miljö- och hälsoskyddsnämnden i Stockholm*). This registration means that the business is regularly inspected by the local supervisory authority and foodora only accepts Partners who are registered food businesses to handle or prepare Products in the form of meals or groceries made available on the Platform.

### 15.5 Additional rights

foodora reserves the right to:

- transfer its rights and obligations under the Terms to a third party, provided that the transferee third party can be expected to satisfactorily perform its obligations under the Terms; and
- claim compensation from You for any damage suffered by foodora (including its directors, employees, Partners or other group companies) as a result of Your possible misuse of the Platform or other breaches of these Terms.



In addition to what is otherwise stated in the Terms, the following limitations apply to foodora's liability to You, unless otherwise provided by compulsory law:

- foodora is not responsible for the suitability of the Products for the specific purpose for which You intend to use them, other than as stated in the Terms or the product information on the Platform. However, this does not affect Your rights under the Product Liability Act (1992:18) (*Sw. produktansvarslagen*).
- foodora is not responsible for any direct or indirect damage caused by Your own use of the Platform or other information from foodora. However, this does not apply if foodora has caused You the damage intentionally or through gross negligence.
- foodora reserves the right to interrupt the execution of an order in the event of force majeure-like events such as epidemics or pandemics, including Covid-19, natural disasters, war, terrorist attacks, political unrest, strike, lockout, blockade or other contractual impediment, fire, accident or other circumstance beyond foodora's reasonable control, or any other circumstance that significantly complicates or impairs the conditions for the completion of an order.

## 16. GOVERNING LAW AND DISPUTE RESOLUTION

The Terms are drawn up, and shall be interpreted, in accordance with Swedish law.

Disputes between You and foodora shall primarily be resolved by an agreement. In the event that we and You do not agree, the dispute shall be settled by the National Board for Consumer Disputes (*Sw. Allmänna reklamationsnämnden, ARN*) if You have purchased Products via the Platform as a private individual/consumer. foodora follows ARN's recommendations. Otherwise, the dispute shall be finally settled by a general court.

As a private individual/consumer living in the EU, You are also entitled to use the European Commission's ODR platform (European Online Dispute Resolutions) for online dispute resolution. The ODR platform can be found [here](#).

## 17. CONTACT DETAILS

If You have any questions about the Platform, Products or orders or if You experience any problems with Your account, You are welcome to contact our Customer Service via email at [support@foodora.se](mailto:support@foodora.se) or by writing in our chat which You can find under the "Help Center" tab on the Platform. For up-to-date information on our Customer Service's opening hours, please refer to our website.

