

Foodora Glossary

"Agreement" means the Contract Details, Glossary, Terms & Conditions and Addendums that form this agreement between foodora and the Restaurant.

"Applicable Laws and Regulations" means all laws, statutes, regulations, edicts, by-laws, mandatory codes of conduct, standards and guidelines, whether local, national, international or otherwise existing from time to time to which that party is subject and which is relevant to that party's rights or obligations, including, without limitation, the *Australia New Zealand Food Standards Code* (including any revision or update of this *Code* that may be introduced from time to time).

"Business Day" means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

"Commencement Date" means the date of signature of this Agreement by both parties.

"Compensation Event" refers to an event that gives rise to the payment of a Compensation Fee, as specified in Addendum B.

"Compensation Fee" means the compensation payable following the occurrence of a Compensation Event, as specified in Addendum B.

"Competitor" means a competing business that provides services that are similar to those of Foodora.

"Confidential Information" means all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, and includes the Terms & Conditions of this Agreement.

"Contract Details" means the details of the contract that are included in the first two pages of this Agreement.

"Customer" means a person who places an Order with a participating Restaurant using the Foodora Platform.

"Customer Contract" means the contract for the supply of an Order that is formed directly between the Restaurant and Customer, and is subject to any general terms and conditions of the Restaurant.

"Delivery Fee" means the fee that is paid by the Customer for the delivery of the Order that it has placed with the Restaurant.

"Discount" means any discount that is offered to a Customer by a Restaurant (but not including a Foodora discount offered in any form).

"Driver" means the person, operating on any mode of transport (including on foot), that collects the Order from the Restaurant and delivers it to the Customer.

"Fees" means the Order Price plus the Delivery Fee, less any applicable Discount.

"Foodora" means Foodora Australia Pty Ltd ACN 605 948 052

"Force Majeure Event" means an event beyond the reasonable control of either party including but not limited to act of God, war, riot, civil commotion or terrorist action.

"Go-Live Date" means the date on which Foodora commences providing the Services to the Restaurant on the Platform.

"Gross Food Value" means the aggregate of the amounts paid by Customers for Products (being equal to the Order Prices for a Restaurant for a given period less any Discounts applied).

"Liquidated Damages" means:

- A. that amount which is equal to 5% of the Gross Food Value processed by Foodora on behalf of the Restaurant in the four (4) month period (or part thereof) preceding the date on which Foodora became aware of the breach; plus
- B. the Marketing Fund.

"Marketing Fund" means the marketing costs incurred by Foodora through the provision of its marketing and promotional Services to the Restaurant on its Platform, as set out in the Contract Details.

"Non-Excludable Conditions" means an implied condition, warranty or guarantee, including under the *Australian Competition and Consumer Act 2010 (Cth)* or any other applicable, equivalent legislation or rules of any State, Territory or jurisdiction which cannot be excluded, restricted or modified, the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void.

"Non-Preferred Partner" means a Restaurant that is selected to be a Non-Preferred Partner in the Contract Details.

"Order" means the Customer's unique order placed for particular Products featured on the Foodora Platform.

"Order Price" means the total amount payable by the Customer for an Order (inclusive of GST and any other applicable taxes) before any Delivery Fee is added or Discounts are applied.

"Payment Period" means the end of each relevant period, as specified by Foodora from time to time.

"Platform" means the Foodora websites and apps through which it provides its Services, as well as any other platform that may be introduced by Foodora from time to time.

"Preferred Partner" means a Restaurant that is selected to be a Preferred Partner in the Contract Details.

"Problem Order" occurs when a Restaurant fails to provide an Order or cancels an Order after payment has been processed, or the Products in an Order become unavailable and/or are not replaced or for any other reason or due to a Customer complaint or dispute.

"Products" means the food, beverage and any other products available for Customers to order from the Restaurants on the Platform.

"Policies" means the policies posted by Foodora on the Platform, including but not limited to the Privacy Policy, and any other policies it may create from time to time.

"Remitted Fees" means the the Gross Food Value less the Service Fee (and as adjusted for any payments made to or from the Restaurant, including any applicable Compensation Fees, Tech Deposit, etc.).

"Restaurant" means the entity, listed in the Contract Details.

"Restaurant Services" means the services to be performed by the Restaurant, as stated in clause 2 of the Agreement.

"Service Fee" means the amount set out in the Contract Details.

"Services" means the ordering, delivering, promotional and marketing services that Foodora provides to participating restaurants on its Platform.

"Set-up Fee" is the amount stated in the Contract Details.

"Subsequent Term" has the meaning given to it in clause 8(a) of the Terms and Conditions.

"Tech Deposit" is the amount stated in the Contract Details.

"Tech Equipment" means any technical equipment provided by Foodora to the Restaurant for use of its Services.

"Term" has the meaning given to it in the Contract Details.

Rules of Interpretation:

In this Agreement and all Policies, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (e) a reference to time is to the time in New South Wales, Australia;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) headings are for ease of reference only and do not affect interpretation;

- (j) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.