



General Terms and Conditions

for customers using the Foodpanda and Foodpanda Delivery services

Effective from: 14 November 2022

These General Terms and Conditions regulate the rights and obligations of persons using the electronic commercial services provided by Delivery Hero Hungary Kft. on the www.foodpanda.hu website, on the mobile website and through the foodpanda mobile application.

The provisions of these General Terms and Conditions shall be regarded as accepted upon registration through the foodpanda website, mobile website or application.

Details of Delivery Hero Hungary Kft.:

Company registration number:	Cg.01-09-668748
Registration authority:	Court of Registration of the Budapest-Capital Regional Court
Registered seat:	1093 Budapest, Czuczor utca 2. I. emelet.
Tax identification number:	1187433-2-43
Bank account number:	UniCredit Bank 10918001-00000108-57550001
Mailing address:	H-1243 Budapest, P.O.B.: 655
Email address:	info@foodpanda.hu
Website:	www.foodpanda.hu

The operations are controlled and complaints are managed at the registered seat.

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DEFINITIONS

Service Provider: Delivery Hero Hungary Kft. (company registration number: 01-09-668748, tax identification number: 11187433-2-43, registered seat: 1093 Budapest, Czuczor utca 2. I. emelet).

Customer: Natural persons registered at the Platform who can place an Order through the Platform.

Parties: The Service Provider and the Customer together.

Partner: A private contractor or a business company offering their Products for purchase on the Platform within the framework of their business activities, based on a separate contract signed with the Service Provider. In all cases the Partner qualifies as a merchant on the basis of the relevant legislation, the statement given to the Service Provider and other facts, in other words the Partner does not qualify as an individual.

Contract: The contract concluded by the Service Provider and the Customer via registration, based on the GTC and the data given by Customer.

GTC: These General Terms and Conditions.

Mediated Contract: Contract mediated by the Service Provider via the Platform and concluded by the Customer and the Partner with the contents laid down in the Annexes to the GTC

Platform: The online ordering website called foodpanda, operated by the Service Provider (www.foodpanda.hu, hereinafter: "website"), the mobile optimized website (<https://m.foodpanda.hu>, hereinafter: "mobile website"), the foodpanda mobile application (hereinafter: "application") and all the server-side applications serving them. The Platform contains the list of Products distributed by the Partners and this is where the Customers can place their Orders.

Foodpanda Account: The Account created by the Customers when registering on the Platform in order to identify themselves towards the Service Provider on the Platform, to place Orders as well as to store basic information required for using the Service.

Commercial Unit ("Unit"): The Partner's smallest, independent economic unit from where Products are delivered or where the products are picked up by the Customer.

Product: Food, drink and any other electronically traded goods that can be purchased from the Partner via the Order placed by the Customer through the Platform.

Cart: The list of Products picked by the Customer, indicating the price of the products and the fees of the ordered Service.

Order: The contracting offer of the Customer to purchase the Product selected on the Platform, mediated by the Service Provider to the Partner based on a separate contract signed by the Service Provider and the Partner.

Service: The Foodpanda Service and the Foodpanda Delivery Service together.

Foodpanda Service: All services provided by the Service Provider to the Customers, i.e. running the Platform and enabling usage of the Platform (including registration, browsing as well as processing Orders and complaints).

Foodpanda Delivery Service: The service provided by the Rider – contacted and selected by the Service Provider with the authorization of the Customer – to the Customer against payment, the Rider delivers the Products ordered by the Customer on the Platform from the Partner to

the Customer based on the delivery agreement concluded between the Rider selected by the Service Provider and the Customer, with terms and conditions accepted by the Customer.

Rider or Foodpanda Delivery Rider: Independent business partner of the Service Provider, who is available to deliver the Products from the Partner to the Customer within the Foodpanda Delivery Service, based on the delivery agreement directly concluded with the Customer with the support of the Service Provider, with terms and conditions accepted by the Customer.

Panda market: An online retail platform available solely through the Platform, operated by Delivery Hero Dmart Hungary Kft. (registered seat: H-1093 Budapest, Czuczor utca 2. I. em.; hereinafter: 'Dmart') affiliated to the Delivery Hero group as the owner of the Service Provider, offering food and household products to the Customers for sale. For the purposes of this Contract, Dmart is considered to be a Partner of the Service Provider.

Online payment method: Payment for the Order via bank card, SZÉP card or Apple Pay through a payment service provider.

FOODPANDA SERVICE:

1. Running the Platform

- 1.1. The Platform is owned and run by the Service Provider. On the Platform the Service Provider collects the Products offered by the Partners and makes them available to the Customers so that the Customers can buy the Partners' Products online, then they can receive the Products through delivery service or pick them up at the Partner's Commercial Unit. The goal of the Service Provider is to make the Partners and their Products available and visible as widely as possible with a view to the Customers' needs, rights and lawful interests, and, at the same time, to enable the Partners to increase the turnover of their Products.
- 1.2. The Service Provider provides services independently from its Partners. When providing the Services, the Service Provider does not proceed on behalf of the Customers.
- 1.3. The Service Provider provides online intermediary commercial services whereby it receives Orders from the Customers on the Platform on behalf of the Partners, and processes and forwards the Orders to the Partners.
- 1.4. The contents, the data and the information made available on the Platform change continuously due to the nature of the Foodpanda Service. The Service Provider expressly strives for providing the Customers at all times with the latest contents and offers. Since the information displayed on the Platform as well as the list, the description and the price of Products are given by the Partner, the Service Provider shall not be held liable for their content, up-to-dateness, availability and quality and cannot be obliged to pay compensation.
- 1.5. The Service Provider states that the Partner's products offered on the Platform may differ from the products available in the shops of the Partner's Commercial Unit or from the products offered in their own, online ordering channels. The terms and conditions of sale applied in the Partner's commercial unit or through its own online sales channels – thus specifically the product prices, eventual promotions, delivery fees – may differ from the terms and conditions of sale applied on the Platform. If the Partner runs several commercial units, the terms and conditions regarding the product range and product sales may be different between the units.
- 1.6. The Service Provider informs the Customer that besides the provisions of Section 1.5., the Service Provider shall have the right to restrict the right of its Partners to apply different Order conditions on their own order channels (website or app), especially different prices compared to the order conditions displayed on the Platform. The restriction is intended to maintain the Service Provider's business model so that Customers may continue to benefit from the Platform and the Services, which customer benefits include the reduction in search time and costs resulting from the Platform's operation, wide selection, high quality services (especially extremely fast delivery time for Foodpanda Delivery Service). The Service Provider constantly improves and invests into the operation of its Platform and Services, in order to acquire a customer base and new Customers, which investment also serves the interest of the Partners. Restrictions imposed on the Partner help the Service Provider to prevent the Partners from using the Platform exclusively for their own marketing purposes and to obtain (attract) their own customers, taking advantage of the benefits arising out of the operation of the Platform. Therefore, the restriction serves the legitimate business and economic interest of the Service Provider to balance the benefits of the Partners arising out of their appearance on the Platform and the Services with the efforts and expenditures of the Service Provider incurred in the course of developing the Platform and maintaining and

improving the quality of its Services. In order to avoid misunderstandings, the Service Provider stipulates that the restriction does not affect the Partner's right to apply different conditions when accepting orders on-site at its own offline units and by telephone, or via a third-party ordering interface, or apply different conditions periodically on its.

- 1.7. All times indicated on the Platform, e.g. the time for delivery and preparation for Pickup are estimated times. The Service Provider may specify the delivery times indicated on the Platform algorithmically, considering the data of previous Orders and other circumstances. The actual delivery times are also affected by other, unforeseeable external factors that are independent from the Service Provider and the Partner.
- 1.8. The Service Provider reserves the right to modify the content appearing on the Platform at any time, to change its availability as well as to suspend or finally terminate the operation of the Platform.
- 1.9. The Service Provider reserves the right to limit or disable the content of the Platform as well as the offers partially or fully, to all or some of the Customers.

2. Using the Platform


- 2.1. Registration and browsing the Platform is free of charge for the Consumer. The Service Provider may charge the Consumer only for each successfully placed Order (system usage fee). The amount of the system usage fee is fixed and therefore independent of the value of the Order. The Service Provider is entitled to determine the level of the system usage fee. The rate of the system usage fee applied to a given Order shall be clearly displayed by the Service Provider on the Platform throughout the ordering process.
- 2.2. The Platform may be used by anyone who validly and successfully registered and accepted the provisions of these GTC as binding on them as well as read and accepted the Privacy Policy on processing the Customers' personal data. The Platform is used through the Foodpanda Account.
- 2.3. The Platform may be used exclusively by natural persons aged 18 or over. By accepting these GTC, the Customer declares that he has reached the age of 18. The Service Provider is not obliged to verify the age of the Customer, however, it is entitled to call the Customer to confirm his age in a credible way. If the Customer has not reached the age of 18 or has not confirmed his age at the request of the Service Provider, the Service Provider shall terminate the Contract and the Foodpanda Account with immediate effect. The Customer may not purchase a Product on the Platform for a person under the age of 18 that an underaged may not purchase for himself (e.g., alcoholic beverages, sexual products). The Customer is solely responsible for ensuring that no person under the age of 18 has access to his Foodpanda Account.
- 2.4. Natural persons may also act on behalf of legal entities and may request an invoice for the order. By accepting these GTC and submitting an invoice request, the Customer declares that they may act on behalf of a particular legal entity. The natural person acting on behalf of a legal entity warrants that they are entitled to sign the Contract and to place Orders. The Service Provider is not obliged to check such signature rights but if it is informed that no such rights exist, the Service Provider may immediately terminate the Contract and the Foodpanda Account.
- 2.5. Customers shall observe all legal regulations, prescriptions and obligations when using the Platform and the Services. This obligation also includes the rules on buying alcoholic drinks, sex products and other products subject to other, similarly strict regulations.

3. The registration process

- 3.1. Only registered consumers may place Orders on the Platform. The Customer's Foodpanda Account is created through registration. The Foodpanda Account can be registered on the website, on the mobile website and in the mobile application.
- 3.2. Customers shall provide their personal data for the registration. Customers may register on the Platform exclusively with their own personal data, i.e. it is forbidden to register in the name of others.
- 3.3. Customers can create a Foodpanda account through their e-mail address or Facebook account (hereinafter: Facebook Connect) by clicking on the "Login" button in the header of the website. On the mobile website, an Account can be created by clicking on the Login button. For registering with an application, the free foodpanda mobile phone application must be downloaded from App Store, Google Play or Huawei's AppGallery. Customers can create a Foodpanda Account with their e-mail address or Facebook account by entering the Application and clicking on the "Login / Create account" button on the left-hand side menu.
- 3.4. When registering with an e-mail address, the system verifies the e-mail address entered by the customer to check whether the e-mail address is attached to a previously created Foodpanda Account. After this the Customer must provide the following personal data: e-mail address, password, first name, surname. No delivery address is needed for registration, it is enough to provide it when placing the given Order.
- 3.5. In the case of Facebook Connect, the Customers allow access to their following data provided on Facebook: public profile details, e-mail address and list of friends. If any of the Customer's Facebook registration data is missing or not given correctly in the case of registration with Facebook connect, the Customer shall separately provide or modify the missing or incorrect personal data upon registration. Customers may disconnect from Facebook at any time by modifying the settings accessible under the menu point "Settings" of the Customer's Facebook profile. The Foodpanda Account is not deactivated by disconnecting from Facebook or upon terminating the Facebook account but Customers can no longer log in through their Facebook account so they can log in the Foodpanda Account using their e-mail address and providing a password.
- 3.6. Customers shall accept these GTC and the Privacy Policy for successful registration. Customers declare by ticking the appropriate boxes that they have read and understood, and that they accept and fully observe all provisions of these GTC and the Privacy Policy and recognize all of their provisions to be binding on them. Upon the registration, Customers may subscribe - by ticking the appropriate boxes - to direct marketing messages (newsletters) sent by the Service Provider but the subscription is not a condition for successful registration.
- 3.7. Registration is completed by selecting the "Create account" button, this will create the Customer's Foodpanda Account and the Platform redirects the Customer to the home page of the website. In the Application, the telephone number can be verified with an SMS code in the next step.
- 3.8. It is the Consumer's exclusive responsibility to ensure that the personal data given upon registration and when using the Service are true, accurate and up to date. The Service Provider shall not be held liable for any damage arising from the Customer's forgotten password or access by unauthorized persons. Customers shall immediately notify the Service Provider if it is suspected that unauthorized persons have accessed their Account.

- 3.9. Before delivery of the first order, the Customers shall verify their telephone number by returning an SMS code. If the telephone number is not verified, the registration will be completed but the Customer cannot place Orders. The telephone number can be verified upon placing the first order on the website and the verification can also be made in the application upon the registration or when placing the order.
- 3.10. Only one telephone number can be given for a Foodpanda Account. Only one telephone number can be verified for a Foodpanda account but the Customer may change the telephone number of a Foodpanda account in the Profile menu point item or on the Checkout page before placing the Order. If the telephone number is modified, the new telephone number shall be verified on the Platform.
- 3.11. To verify the telephone number, the Customer receives a four-digit code in SMS to the telephone number given upon the data entry, the code must be entered to the verification platform to verify the telephone number. If the code is entered erroneously, the Customer is given a new code.
- 3.12. By verifying the telephone number it can be checked if the Customer gave a real telephone number, which is meant to prevent any order-related abuse. If required for performing the Services, the Service Provider, the Partners or the delivery Riders contact the Customer on the verified telephone number and the Service Provider may give information in SMS about the operation of the Platform or about the status and the delivery of the Order.
- 3.13. Customers may place Orders on the Platform after successful Registration and after successfully verifying their telephone number.

4. The ordering process

- 4.1. Orders can be placed exclusively electronically, via the Platform. The Service Provider accepts Orders through the Platform only from registered Customers and only if Customers provide all the data required for the Order.
- 4.2. The Service Provider excludes any liability arising from giving inaccurate, mistyped or false data on the Platform. The Service Provider shall not be held liable for late or erroneous contractual performance or for any other problem or mistake if it is due to data that was erroneously and/or inaccurately given by Customer.
- 4.3. Selecting a delivery address is a pre-condition for placing the order. The delivery address can be selected also if the Customer uses the Platform without logging in. Entering the home page the Customer can decide to authorize Google Location Services in the pop-up window by clicking on the Location  icon. In this case, the Customer's current position is automatically loaded, or the Customer can select a delivery address from the formerly saved addresses or enter a new address. If Google Location Services are used, the Customer is obliged to check the automatically loaded address. The Service Provider shall not be held liable for any damage related to the operation of Google Location Services or the inaccuracy of the location service. When selecting the delivery address, the Platform offers in the first place the address that was used and saved for the last time. If the Customer already gave a delivery address when using the Platform but has not placed any order yet and has not saved the delivery address, the given delivery address will be stored by the browser used by the Customer with the help of a cookie, and this address will be offered when the Customer enters the Platform the next time. The delivery address will also be deleted from the system by deleting the browsing history used by the Customer. When the application is used and Google Location Services are

enabled, your current location data will be automatically loaded but you can also select your new address by entering the address or by moving the cursor on the map.

- 4.4. Customers can modify the Delivery address on the Partner List page, on the ordering platform of the selected Partner (hereinafter: Partner page) as well as on the Checkout page appearing after placing the Products into the Cart (hereinafter: Checkout page). If the delivery address is modified, the contents of the given Partner List may change, furthermore the Delivery address on the Checkout page cannot be modified to an address where the given Partner does not deliver. The Customer may save, modify or delete the selected Delivery address on the Checkout page. If the application is used, the Delivery address can be saved, deleted or edited in the My Addresses menu point on the left and on the Checkout page.
- 4.5. After selecting the delivery address, the Customer can select by clicking on the “Delivery” or “Pickup” button whether the rider service of the Partner or the Foodpanda Delivery Rider with the authorization of the Customer should deliver the product to their delivery address (hereinafter: “Delivery”) or they pick up the product at the Partner’s unit (hereinafter: “Pickup”). The Customer can also select from Delivery and Pickup when the Partner List is displayed, and if a change is made the Partner List is automatically updated by displaying the Partners providing Delivery or Pickup to the given address.
- 4.6. After selecting the delivery address and the Delivery or Pickup service, the Platform displays the list of Partners who are accessible from the given address (hereinafter: “Partner List”). Customers can select on the Partner List page whether to list “Restaurants” selling catering products and non-pre-packed foods or Partners in the category of “Shops” selling pre-packed foods and non-food products. Customers acknowledge that some Partners are displayed with priority as agreed by the Service Provider and the Partner (swimlane, first positions in the restaurants list), otherwise the Service Provider is entitled to specify the order of appearance of Partners. Customers can place orders with the Partners included in the Partner List and accessible on the Platform. Customers note that the Partner List displays exclusively Partners delivering to the delivery address selected by the Customers and, in the case of Pickup service, Partners that can be selected from the given address, thus the content of the Partner List differs depending on the delivery addresses. The availability of the Pickup service may differ according to Partners, i.e. a Partner delivering to a given address is not necessarily available in the Partner List for Pickup service.
- 4.7. The offerings of the Partners are automatically ranked in their display on the Platform according to the following criteria:
 - paid highlight
 - new Partner status for 14 days following the launch date
 - ranking determined by an algorithm configured with consideration of the following criteria: the Partner’s turnover data (number of acquisitions, number of orders, referred traffic); quality of the Partner’s services (mean rating, failure rate); location of the Retail Outlet (distance, delivery time).
- 4.8. In the case of a search by the Customer, the search results are also displayed to the Customer in an automatically generated, algorithmically calculated ranking based on the following criteria: paid highlighting, proximity of the search term, opening time, distance and delivery time, search term characteristics (e.g. sushi ”), traffic, number of visitors.
- 4.9. In exceptional cases, a Partner’s commercial unit may appear twice in the Partner List if the commercial unit’s own delivery service and the Service Provider’s Foodpanda

Delivery Service is also accessible from the given address. In this case the Customer can decide by selecting the given commercial unit (marked or unmarked with Foodpanda Delivery label) whether to use the Partner's own delivery service or the Foodpanda Delivery Service to order from the Partner's unit under the terms and conditions set forth on the Platform.

- 4.10. The Customer may select any Partner from the list. The availability (opening hours) of the Partners on the Platform may be different. The opening hours indicated for the Partners are indicative only, the Partners and the Service Provider reserve the right to modify the Partners' availability. The Partners' availability on the Platform may be different from the opening hours indicated in the given commercial unit's non-online sales channels (retail activities in its Commercial Unit), in the Partner's own online sales channels or on other ordering pages. If a given Partner is closed or not available temporarily, the Partner's unit is displayed in the list also in this case but the Customer can only place a pre-order. Units that are closed or temporarily unavailable are featured on the Platform with the note "Pre-order".
- 4.11. Customers can freely place into the Cart any products of the Partner selected while browsing on the Platform. The Partner's page displays the ordering terms and conditions, including the Partner's offer, the list and the prices of various Products, the system usage fee, the delivery fee, the estimated delivery time, the available payment methods, the Partner's price category, users' ratings as well as allergens and detailed product information if provided by the Partner. The prices and fees are given on the Platform in forint, as a gross value. If you click on the "i" button, you can see the Partner's opening hours, address and location on the map. In the case of discounts, the Platform shows the original price, the discounted price and the rate of discount. The Partner's page also shows clearly whether the Products are delivered from the given Commercial Unit by the Foodpanda Delivery Rider under the Foodpanda Delivery Service (the Foodpanda Delivery logo is displayed).
- 4.12. The Service Provider states that the delivery time displayed on the Platform for the given Partner is estimated, i.e. it is only for information. This covers all platforms displaying delivery times, thus specifically the order tracking page appearing after the order, and the order verification e-mail. The Service Provider attempts to calculate and display the expected delivery time as accurately as possible, but the delivery time is influenced by several external circumstances that are beyond the Partner's or the Service Provider's control (especially including without limitation: traffic jam, technical issues not imputable to the Partner or the Service Provider, weather conditions), therefore the Service Provider shall not be responsible for any earlier or late delivery compared to the indicated delivery time, and may not be obliged to pay damages.
- 4.13. The Partner may set a minimum ordering value, however, it may not be higher than five thousand forints. The minimum ordering value may differ from Partner to Partner. The minimum ordering value excludes the system usage fee, the delivery fee, the extra delivery fee and the tip, i.e. it only includes the gross value of the Products. In the case of a discounted price, the rate of discount is not included in the minimum ordering value. Customers may also place an Order below the minimum ordering value if this option is enabled by the Service Provider. In this case, the Customer shall pay the difference between the gross Product value and the minimum ordering value as an extra delivery fee.
- 4.14. After placing Products into the Cart, the Customer can click on the "Checkout" button and the Platform will automatically redirect them to the Checkout page in order to check the details of the Order. This is where Customers can check and finalize the data needed

for fulfilling the Order (delivery address, delivery or pickup time, personal data and telephone number, instructions for the rider), they can select the payment method, can request an invoice and can use their vouchers. Customers can also check on the Checkout page whether they also order the Service Provider's Foodpanda Delivery Service by placing the Order. In the application the order is checked in two steps: the Customers can change the delivery time, add a new item to the Order and use the voucher on the first interface ("Cart"), and in the second step they can change the Delivery address and the payment method, can make payment and request an invoice on the "Payment" interface.

- 4.15. The voucher is an electronic promissory note offering a discount and not qualified as a cash equivalent instrument. The voucher can only be used for discounts on the Platform but it can be used for Orders from any Partner that is available on the Platform. The vouchers, which can be used on the Foodpanda Platform as a percentage or a fixed amount, giving title to prompt discount, can only be used in the case of online payment (bank card, SZÉP card). The discount is deducted from the total amount of the order and cannot be combined with other discounts. Coupons cannot be used to cover system usage fees, delivery charges (extra delivery charges) – with the exception of coupons that can only be used for delivery charges – and tips. The Service Provider reserves the right to cancel the Order, to block the Foodpanda Account in the case of suspected abuse as well as to modify the details of the promotion or to promptly suspend it without any prior notice. Any abuse or unauthorized use of the vouchers may give rise to a police report. Further information about the details of promotions and about other conditions on voucher use is available on the platforms announced in the promotions (e.g.: Website, application, Facebook page).
- 4.16. In the case of a Partner participating in the Foodpanda Delivery service, Customers can indicate on the Checkout page whether they want to tip the Rider via electronic payment, and if yes, with what amount. The Service Provider collects the tip in favour and on behalf of the Rider delivering the given Order, based on the Rider's authorization. At default, the tip is HUF 0, and the Customer may select HUF 100, HUF 200, HUF 300, HUF 500 or any other amount by clicking on the "Other" button. The Service Provider shall account for the full tip – without any deduction – with the Rider delivering the ordered Product. Should the Customer decide to give a tip electronically, it will be added to the Cart value, i.e. the total amount to be paid electronically will increase. Online tips cannot be refunded if the Customer is not satisfied with the delivery, but the Service Provider will pay back the tip to the Customer's account if the Order is cancelled or the Partner or the Service Provider performs defectively. Online tip is not available if cash payment is selected, if an order is placed to Partners not participating in the Foodpanda Delivery service and in the case of Pickup service.
- 4.17. The contents of the Cart will be saved also if the Customer does not finalize the Order but continues browsing on the Platform. The contents of the Cart are automatically deleted on the website if the Customer clicks on the page of another Partner. In the application the contents of the Cart are deleted if the Customer places a product into the Cart on the page of another Partner and confirms in a pop-up window that the product earlier placed into the Cart may be deleted. The cart is always emptied on all Platforms upon logout from the Foodpanda Account.
- 4.18. The Customer submits the Order by clicking on the "Place Order" button on the Checkout page and in the Application on the Payment page. After placing the Order, the Service Provider automatically forwards the Order details to the Partner with the help of the Platform. The Partner sends an electronic confirmation to the Service Provider about accepting the Order.

- 4.19. The Mediated Contract is concluded if the electronic confirmation is received by the Service Provider. The contents of the Mediated Contract are set forth in the Annexes to the GTC, except where the Partner displays its own GTC on the Platform, in which case the contents of the Mediated Contract are set forth in the Partner's own GTC.
- 4.20. By registering and placing the Order, the Customers declare to have read and agreed to these GTC and Annexes hereto as well as to accept their provisions as binding on them.
- 4.21. Once the Order is placed and the Mediated Contract is concluded, the Service Provider confirms the Order details via e-mail and sends to the Customer the Partner's contacts (name and address of the Partner's unit). The confirmation e-mail specifies the Delivery address selected by the Customer – except for the floor, door and doorbell – the telephone number, the Order ID number, the date of placing the order, the selected payment method, the Product price, the system usage fee, the delivery fee, if applicable, the extra delivery fee and the amount of the tip. The Service Provider also displays these data in the "My Orders" menu point under Profile on the website and in the "My Orders" menu point on the left-hand side in the application.
- 4.22. The Partner is exclusively liable for delivering the Product ordered by the Customer, except where the Customer uses the Foodpanda Delivery Service. Deliveries by the Partner are governed by the provisions of the Mediated Contract, while deliveries by the Foodpanda Delivery Rider are governed by the chapter of these GTC on Foodpanda Delivery Services.
- 4.23. The Order can be tracked on the website and in the application through textual information on its status (the Order is prepared by the Partner, delivery is in progress etc.) and the delivery time as well as through a map illustration in the case of the Foodpanda Delivery Service. The delivery time displayed on the Order tracking page may change continuously, it is only for information, and the Service Provider bears no liability for the accuracy of the data. The order status can be tracked through the automatic push notification message sent by the Platform (if enabled on the mobile phone) and the Platform also sends an SMS message if the order is cancelled.
- 4.24. The Partner issues a receipt for the Products as well as an invoice if requested by the Customer. The Partner also issues a receipt or an invoice for the delivery, except where the Product is delivered by the Foodpanda Delivery Rider through the Foodpanda Delivery Service, in which case after paying the delivery fee the Service Provider issues and sends an electronic invoice for the delivery fee, the extra delivery fee and the tip acting on behalf of the Rider, instead and in the name of the Rider via e-mail to the Customer, that is the Customer acknowledges that in the case of the Foodpanda Delivery Service the invoice for the delivery fee is issued on behalf of the Rider. The electronic invoice for the system usage fee is issued by the Service Provider and sent to the Consumer by email.

5. Special orders

- 5.1. When placing the Order, the Customer may also decide – instead of delivery – to pick up the Product themselves at the Partner's Commercial Unit (Pickup or Pickup service). If Pickup is selected, the Customer can select upon the Order the Commercial Unit of the Partner where they wish to pick up the Product and when. Should the Customer request the order immediately, the Product can be picked up at the earliest at the date indicated on the Platform. In the case of Pickup service, the Partner List page will feature Partners offering Pickup service available within a 5-km distance from the set Delivery address. In order to pick up the Product, the Customers shall identify themselves and the Order with the details – especially with the order ID number – given in the

confirmation e-mail. In the case of Pickup, the Customer does not have to pay any delivery fee either to the Service Provider or to the Partner, but does have to pay a system usage fee. If pickup is selected, the Partner shall ensure the pickup of the prepared and packed Product for the period specified by itself. If the Customer fails to turn up at the time indicated on the Platform or selected by the Customer but at the latest by the time set by the Partner for pickup, the Partner may cancel the Order for quality assurance or for any other reason (i.e. rescind the mediated contract), which shall be construed as defective performance by the Customer and neither the Service Provider nor the Partner may be obliged to refund the Customer the order that was paid online.

- 5.2. Customers can also place a pre-order on the Platform (hereinafter: Pre-order). The availability of the Pre-order function may change from Partner to Partner. If delivery or Pickup is selected, the pickup date can only fall within a period until the end of the third day following the Order, with the proviso that the Customer can select 15-minute time ranges. No pre-order may be made outside the Partner's opening hours. In the case of a Pre-order, the Customer may withdraw their Order until the date when the Partner confirms the Order to the Service Provider. In the case of pre-order, the order is forwarded to and confirmed by the Partner on the day of delivery right before delivery takes place, as though the Customer placed an order for immediate delivery.
- 5.3. If displayed on the Platform for the Customers, the Customers can use the so-called Ízkalandor service of the Service Provider (hereinafter: Ízkalandor service), where the Customers have the opportunity to order from a specific Partner at a fixed discount (for the purposes of this paragraph "Discount") for a specific period in a pop-up window or interface when logging in the Platform or when opening the application if they reach the minimum ordering value needed for using the Discount. The Service is available only with specific Partners. The Service Provider may unilaterally specify Customers who may use the Ízkalandor service, with the proviso that the Discount is primarily focused on new Customers or Customers who use the Platform rarely. The page displaying the Discount can be seen on the Platform for a limited time (e.g. 15 minutes) after login, if the Customer closes the platform, the time limit will expire and if the Customer quits the Partner's page during the ordering process, they will lose their right to use the Discount. The Discount relevant to a Partner is displayed to a specific number of Customers for a specific period of time. If the Discount is used, its amount - depending on the ordered value - is deducted from the total value of the Order (excluding the system usage fee, the delivery fee, the extra delivery fee and the tip). No foodpanda voucher can be used for the Order if the Ízkalandor service is requested.

6. Withdrawal, modification, rescission, cancellation of the Order

- 6.1. The placed Order shall constitute a binding offer to the Customers. The binding offer shall terminate if the Service Provider fails to send a confirmation e-mail about the Order within 30 minutes after placing the Order.
- 6.2. The Customer may withdraw the Order if the confirmation of the Order has not yet been received by the Service Provider from the Partner but at most for five minutes from placing the Order. Customers have the right to withdraw the Order (the offer) until the conclusion of the Mediated Contract in the event of buying Products where they have a right of rescission under Section 20 of the Fvkr. After the performance of the Mediated Contract (delivery), the Customers may withdraw from the Mediated Contract by their statement made within 14 days if they have a right of rescission under Section 20 of Fvkr. The detailed rules of rescission are set forth in Section 5 of Annex 1. Pre-orders

may be withdrawn by the Customers until the Order performance is accepted and confirmed by the Partner to the Service Provider.

- 6.3. Customers may modify their Order only until the Partner has confirmed the Order to the Service Provider. The Order cannot be extended, therefore, if the Customers intend to purchase further Products from the particular Partner, they shall place a new Order. In the event where the Partner has confirmed the Order and the Customer requests cancellation of the Order, they will not be exempt from their payment obligation but they continue to be obliged to pay and in the event of online payment they may not claim back the amount already paid, unless the Customer exercised its right of rescission pursuant to Section 20 of Fvkr.
- 6.4. The Service Provider may cancel the cash order of Customers who gave a wrong address repeatedly when selecting the cash payment method or if they failed to receive the Order taken to the delivery address or they failed to pick up the product in the case of Pickup service. The Customer's Foodpanda Account will not be terminated and they will be entitled to continue to use the Platform and to place orders via online payment but their cash orders will be cancelled and the Service Provider will notify the Customer about this fact.

7. Payment

- 7.1. The Customer may choose among the following payment options: payment by card (Mastercard, Maestro, VISA), Apple Pay, SZÉP card or cash. Available payment methods may vary by Service Providers. Orders placed at Stores, namely not catering service providers cannot be paid for by SZÉP card. Customers can gather information on the "Payment" interface of the Checkout page about the available payment methods with regard to the given Partner and the Order after selecting the Partner and the Products to be ordered, but before finalizing the Order.
- 7.2. The Service Provider shall be entitled to introduce further payment options or terminate them at its sole discretion. The Service Provider shall be entitled to periodically suspend any payment options anytime, especially in the case of technical issues or temporary failure.
- 7.3. The Customer may pay by bank card, SZÉP card or Apple Pay (online payment) based on the relevant agreement of the Service Provider and the Partner. If the Customer chooses the online payment option on the Platform, the Order is solely accepted by the Service Provider if the online payment was successful after the finalization of the Order.
- 7.4. In the case of online payment, the successful transaction results in the blocking of the amount on the card and the Service Provider is automatically notified of the successful Order payment on the Platform.
- 7.5. In the case of online payment, the Service Provider is entitled and obliged to accept performance (payment) from the Customer based on the separate agreement entered into by and between the Partner and the Service Provider. Performance is accepted if the Customer pays the full Order amount through the payment service provider contracted by the Service Provider, and the amount is credited to the bank account of the Service Provider based on the authorization of the Partner. The payments made by the Customer in connection with selling the Partner's Products (sale and purchase) and in connection with the delivery fee and extra delivery fee in the case of services other than Foodpanda Delivery Services are collected by the Service Provider in the name and on behalf of the Partners.

- 7.6. The Service Provider does not save or store the bank and SZÉP card details of the Customer. Pursuant to privacy requirements the Service Provider has no access to the card details, which may solely be processed by payment service providers.
- 7.7. Bank card payment is totally independent from the Platform, and it is made through the electronic systems run by the payment service providers that are contracted by the Service Provider:
- Adyen payment scheme operated by Adyen N.V., registered seat: Carmiggelstraat 6-50, 1011 DJ Amsterdam, the Netherlands, company registration number: 34259528, or
 - Simple Pay scheme operated by OTP MOBIL Szolgáltató Korlátolt Felelősségű Társaság (H-1143 Budapest, Hungária krt. 17-19.; company registration number: 01-09-174466).
- 7.8. The Service Provider shall be entitled to switch between the primary and backup payment service provider schemes at its sole discretion and shall be entitled to periodically suspend the payment option provided by any payment service provider anytime, especially in the case of technical issues or temporary failure.
- 7.9. In the case of Adyen payment scheme bank card details are entered and saved on the Service Provider's interface without forwarding, however, bank card and Order details are encrypted thanks to the enhanced CSE technology applied and the encryption key is solely accessible to the payment service provider.
- 7.10. If the online payment transaction is successful, the payment service provider immediately blocks the relevant amount on the card and automatically notifies the Service Provider about the payment made, so the successful payment for the Order can be immediately seen on the Platform. The Service Provider receives the Order-related information and the payment service provider receives exclusively the card details needed for the payment transaction (through the payment page encrypted with 128-bit SSL encryption) from the Customer. The Service Provider is not notified about the content of data flow through the external payment interface, it is only accessed by the payment service provider.
- 7.11. If the online payment is unsuccessful, the Service Provider unambiguously shows this fact on the Platform, in the case of Simple Pay the Simple page redirects the Customer to the Checkout page where the Order can be placed again by selecting another payment method or by entering the details needed for payment. The transaction qualifies as unsuccessful if the Customer does not return to the Platform from the external electronic interface (Simple Pay). The transaction also qualifies as unsuccessful if the Customer clicks on the "Back" or "Refresh" button of the browser on the external payment interface.
- 7.12. The Customer may save its bank card details (bank card number, name displayed on the card, expiry date, CVC) in order to avoid having to re-enter them upon future Orders and simplify the Order process. Details are saved as tokens (irreversible codes) and upon future Orders only tokens are processed and forwarded. Bank card details are saved by the payment service providers.
- 7.13. Online payment is governed by the business rules of the payment service provider, the relevant card company and the financial institutions that issued and credit the amount. The browser of the Customer must support SSL encryption in order to proceed with an Online payment.

- 7.14. In the event of online payment, if Customer cancels the Order before concluding the Mediated Contract or within 5 minutes after placing the Order, the Service Provider shall transfer the amount back to the Customer and the Order is cancelled on the Platform. Customers have the right of rescission at any time in the event of buying Products where they have a right of rescission under Section 20 of the Fvkr., and they may rescind the Mediated Contract within 14 days upon the performance of the Mediated Contract (delivery), in which case the Service Provider shall refund the relevant amount to the Customer.
- 7.15. If an Order paid online is cancelled for any reason, the Service Provider will refund the full amount paid for the Order to the Consumer, including the system usage fee, delivery fee, extra delivery fee and tip.
- 7.16. Customers can pay by SZÉP card if it is made possible by the Service Provider and the Partner and the given Product meets the conditions laid down in Section 5 of the Decree on SZÉP cards. Payment by SZÉP card can be made with a SZÉP card issued by OTP Bank, MKB Bank and K&H Bank using the balance credited to the catering and hospitality sub-account of the SZÉP card.
- 7.17. When the Order is cancelled upon payment with a SZÉP card, the Service Provider confirms the Order cancellation to the SZÉP card provider and has the deducted amount placed back through the SZÉP card issuer bank.
- 7.18. If the Order is withdrawn or cancelled, the Service Provider shall take action to refund the bank card payment in 3-5 business days or to transfer back to the SZÉP card the amount transferred via the SZÉP card. The Customer acknowledges that the date when the amount paid online is transferred back to the Customer's account depends on the financial institution keeping the Customer's bank account or SZÉP card account, also considering the bank's opening hours. The Customer acknowledges that in the case of a blocked or debited amount such amounts will be released pursuant to the expiration of the period set forth in the prevailing business conditions of the particular financial institution, which is beyond the responsibility of the Service Provider.
- 7.19. If the cash payment option is selected, the Customer shall pay for the Order in cash upon receiving the Product, including the system usage fee, the delivery fee and the extra delivery fee. If the Product is not delivered by the Service Provider but by a Rider contracted with the Partner, the Partner and the Service Provider shall settle the system usage fee received on the basis of a separate contract. The System Usage Fee shall be deemed to have been paid when it has been delivered by the Consumer to the Rider contracted by the Partner.

FOODPANDA DELIVERY SERVICE

8. Terms and conditions of the Foodpanda Delivery Service

- 8.1. The Service Provider and the Partner may agree that the Product is delivered to the Customer by Foodpanda Delivery Rider based on a Contract directly concluded with the Customer. In this case, the Customer authorizes the Service Provider by ordering to search for and choose a Rider for the delivery of the Products, and to conclude the contract with the Rider on behalf of and with the authorization of the Customer, with terms and conditions accepted by the Customer. In the case of the Foodpanda Delivery Service, the Partner and Customer or the Service Provider and the Customer do not conclude a contract for Product delivery, the contract is concluded between the Customer and the Rider. The Service Provider shall indicate on the Platform if delivery by a particular Partner falls under the scope of the Foodpanda Delivery Service.

- 8.2. The Customer shall pay the delivery fee – also including the extra delivery fee – directly to the Rider provided by the Service Provider. The Service Provider collects the delivery fee on behalf of and in the name of the Rider. The Service Provider issues an invoice about the delivery fee on behalf of and in the name of the Rider and it shall be sent to the Customer via e-mail after completing the delivery.
- 8.3. . If the Foodpanda Delivery Service is selected, the Customer expressly orders the delivery service and expressly authorises the Service Provider to conclude the contract regarding the delivery on behalf of the Customer, between the Customer and the Rider with terms and conditions accepted by the Customer, and the Rider consents to offer delivery services to the Customer by accepting the call for delivery, based on the contract concluded between the Customer and the Rider. The online tip paid to the Rider under this contract qualifies as an auxiliary service related to the delivery.
- 8.4. The Customer acknowledges that the Service Provider unilaterally determines the conditions of the delivery agreement concluded between the Customer and the Rider, in particular its method (bicycle, moped, passenger car etc.), deadline (delivery time), territorial limits (delivery area), the minimum ordering value and the delivery fee and the Service Provider may unilaterally change them at any time, even temporarily.
- 8.5. The amount of the delivery fee may vary depending on the distance from the given Commercial Unit, the date of the Order, the availability of riders in the given zone and the quantity of the Order, i.e. the Service Provider may charge different delivery fees to the same address of the Customer for orders placed with the same Partner at different dates. The Customer notes that the Delivery fees charged may be different in case of Orders from the same Partner to another address or at another date.
- 8.6. The expected delivery time and delivery fee can be viewed on the Platform at any time when placing the Order. The Customer acknowledges that both the delivery time and the delivery fee may change if they modify the Delivery address on the Partner's page or on the Checkout page, and if the Foodpanda Delivery Service is no longer available to the given Delivery address in case of the selected Partner, the Customer will not be able to place an Order to the given address, which is clearly indicated on the Platform.
- 8.7. The delivery time displayed on the Platform is only an estimated time. The actual delivery times are also affected by other, unforeseeable external factors that are independent from the Service Provider and the Partner.
- 8.8. The availability of the Foodpanda Delivery Service varies according to areas. The Partner List page displays exclusively those Partners using the Foodpanda Delivery Service from whom the Foodpanda Delivery Riders deliver to the address given by the Customer.
- 8.9. The Service Provider may modify the delivery area dynamically, even from minute to minute, therefore it may happen that a given Foodpanda Delivery Partner is available on the Partner List page at a given moment but not at another moment. In exceptional, justified cases – extraordinary weather conditions, technical problems fully disabling the Service – the Service Provider may temporarily suspend a given delivery area, including the entire Foodpanda Delivery Service, and in this case no order can be placed with the Foodpanda Delivery Partner available in, or delivering to the given area.
- 8.10. Customers accept that the Service Provider may also specify a maximum order quantity (item number, gross amount), especially with respect to available Riders' delivering capacities.
- 8.11. In the event of the Foodpanda Delivery Service, the Partner receives the Order from the Service Provider, properly prepares and packs the Product and hands it over to the

Foodpanda Delivery Rider, and the Rider delivers the ordered Product to the Customer based on the contract concluded between them.

- 8.12. The Rider receives the ordered Product from the Partner and delivers it to the delivery address given by the Customer, the Customer pays for the Product – if cash payment was selected – receives the Product and the service qualifies as completed.
- 8.13. The Service Provider and the Foodpanda Delivery Rider shall not be held liable for late or defective delivery or for any other problem or error if it is due to data that were erroneously and/or inaccurately given by Customer. With regard to this, if the Customer is not available at the address given upon the Order or the Customer fails to receive the Product at the delivery date and cannot be contacted on the telephone number given upon the Order by two calls within 10 (ten) minutes after the delivery time, the Service Provider cancels the Order based on the notification of the Foodpanda Delivery Rider and neither the Service Provider or the Foodpanda Delivery Rider nor the Partner may be obliged to fulfill the Order again or to repay the Product value, including the delivery fee, the extra delivery fee and the tip, that was already paid online.
- 8.14. Riders delivering alcoholic drinks, sex products and other Products qualifying as products subject to similarly strict regulations may demand from the Customers to verify themselves with a photo ID card and that they are of legal age, i.e. that they are allowed to buy the given Product. Should the Customer not be willing to do so or if it has been established that the Customer is not of legal age, the delivery rider refuse to hand over the Product.
- 8.15. The provisions of this chapter do not apply to Orders delivered by the Foodpanda Delivery Rider that were not placed on the Foodpanda Platform but through the Partner's own ordering channels. In the case of such orders the Service Provider acts as the Partner's vicarious agent, the Customer ordering on the Partner's own page contracts with the Partner both for product sale and delivery, and the delivery fee shall be paid by the Customer to the Partner based on the Partner's invoice. The Service Provider shall not be held liable and shall not be obliged to pay damages to the Customer ordering on the Partner's own page for the delivery service provided by it as an agent.

MISCELLANEOUS PROVISIONS

9. Defective Delivery, Failed Order

- 9.1. The Parties shall fulfill the Order in good faith, as specified on the Platform and under the terms and conditions of these GTC and the legal regulations and they shall cooperate with each other upon fulfilling the Order.
- 9.2. Should the Order delivery fail for a reason within the Customers' control, they may not demand from the Service Provider to repay the value of the already paid Order, including the delivery fee, the extra delivery fee and the tip in the case of online payment, and if the cash payment method was selected the Customer shall not be exempt from their payment obligation but they continue to be obliged to pay the value of the Order. The Parties agree that the order fails for a reason within the Customer's control especially in, but not limited to, the following cases:
 - the Customer selected a wrong Delivery address or entered a wrong address, when the Customer is not accessible ten minutes after arriving at the delivery address and the Rider called the Customer on the telephone at least twice;

- the Rider cannot find or reach the Customer, when the Customer is not accessible ten minutes after arriving at the delivery address and the Rider called the Customer on the telephone at least twice;
 - In the event of Pickup service, the Customer fails to pick up the Product at the given date or at the date provided by the Partner for Product pickup;
 - the Customer placed a pre-order by accident but requests cancellation of the Order only after confirmation by the Partner (conclusion of the Mediated Contract);
 - the Customer placed an Order by accident but requests cancellation of the Order only after confirmation by the Partner (conclusion of the Mediated Contract).;
 - the Customer placed a double Order by accident but requests only one of the Orders and requests cancellation of the Order only after confirmation by the Partner (conclusion of the Mediated Contract).
 - The Customer wanted to use the voucher but this failed upon placing the Order due to Customer's fault and requests cancellation of the Order only after confirmation by the Partner (conclusion of the Mediated Contract).
 - The Customer wanted to modify the Order after placing the same but requests cancellation of the Order only after confirmation by the Partner (conclusion of the Mediated Contract).
 - The Customer changed their mind but requests cancellation of the Order only after verification by the Partner (conclusion of the Mediated Contract).
- 9.3. The Parties agree that the provisions of this chapter shall not apply for Product sales where the Customer has the right of rescission specified in Section 20 of the Fvkr.
- 9.4. It shall qualify as the Service Provider's defective delivery and in the case of Online payment the Service Provider shall repay the whole value of the Order to the Customer if it is proven without any doubt that the Order fails due to the Service Provider's or the Foodpanda Delivery Rider's fault, e.g. technical error of the Platform or the payment interface, in the case of Foodpanda Delivery Service: rider shortage, rider's accident, unavailability or technical problem of the rider, quality problems with the delivery (if it is not the Partner's liability), Orders swapped by accident or item/s missing due to the rider's fault).
- 9.5. The Customer notes that the Service Provider may cancel the Order if it cannot deliver the Order or perform the Delivery, thus it may terminate the Mediated Contract concluded by the Partner and the Customer. The Service Provider shall notify the Parties about the order cancelled due to its own fault by sending a push notification message or SMS to the Customer, and in the case of Online payment it shall take action to transfer or place back the amount paid by the Customer.
- 9.6. The Service Provider is not obliged to compensate for the Customer's damage (damage to property, lost profit) even if the Order fails due to the Service Provider's own fault. However, the Service Provider may, at its discretion and based on its individual consideration, provide the Customer with a voucher, in addition to repaying the value of the Order. In the case of Foodpanda Delivery Service, the Service Provider may provide the Customer with a voucher even in the case where it was not expressly requested by the Customer.

10. Complaints

10.1. Complaint shall include, but not be limited to, the following:

- comments or issues related to the Products (e.g. ingredients, prices) or the availability and organization of the delivery service (e.g. website, information, expected ordering time, costs),
- questions, issues related to the Ordering process,
- comments, issues related to deliveries (e.g. delivery time),
- comments, issues regarding the delivered Products (quality, packaging),
- comments, issues concerning the rider providing the delivery service (clothing, conduct, communication).

10.2. In the event of any complaint or issue, the Customers can contact the Service Provider's customer service in any of the following channels:

- Chat: by clicking on the "Help Center" menu point of the pop-up menu in the top right corner of the Website, and in the "Help Center" menu point on the left hand side in the application
- Mailing address: 1234 Budapest, P.O.B. 655
- Email address: help@foodpanda.hu

10.3. In the Chat window you can start a chat with our agent about your current Order or an earlier order. The Service Provider offers the live chat service from Monday to Friday between 9 am and 11 pm and on Saturday and Sunday between 11 am and 11 pm. Customers can also find answers to their questions in the Frequently Asked Questions (FAQ) section in the Help Center window.

10.4. The complaints are always processed by the Service Provider free of charge.

10.5. The Service Provider shall address without delay all problems that need immediate solution and provide remedy as soon as possible, and in all other cases respond to the complaint within 24 days.

10.6. If the problem cannot be solved in another manner, the Service Provider may contact the Customer on the telephone. Should the Service Provider contact the Customer in connection with a complaint, the Service Provider shall record the Customer's complaint made on the telephone in order to process and document the complaint and store the recorded conversation for 5 years from the date of recording. If the Customer does not agree for the Controller to record the telephone conversation as specified in the Privacy Policy, they may place the complaint via Chat, by mail (1243 Budapest, Pf. 655) or e-mail (info@foodpanda.hu). The Customer may request a copy of the recorded telephone conversation and the Service Provider shall comply with the request within 25 days from receiving the relevant request. The Customer may submit the request for releasing the recorded conversation by mail (1243 Budapest, Pf. 655) or e-mail (info@foodpanda.hu). The Controller shall provide the copy of the sound recording free of charge (by mail).

10.7. The Customer shall cooperate with the Service Provider when investigating the complaint and shall supply the required information and documents.

10.8. Should the Service Provider find the complaint substantiated, it shall pay back to the Customer the fee of the Order concerned that was paid online. In addition, if the Service

Provider finds the complaint partly or fully substantiated, the Service Provider may grant a voucher to the Customer, which can be freely redeemed on the Platform.

- 10.9. Should the Customer's complaint be fully or partially declined or if the above deadline set for investigating the complaint expired without any result, the Customer may contact the authority competent at their residence:

Contacts of the consumer protection authorities:
https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag

Consumer Protection Division at the 5th District Branch of the Budapest Government Office

Address: 1051 Budapest, Sas u. 19. III. em

phone number: +36 (1) 450-2598

email address: fogyved_kmf_budapest@bfkh.gov.hu

Contact of the Conciliation Boards according to territorial competence:

<https://www.bekeltetes.hu/index.php?id=testuletek>

Contacts of the Conciliation Board of Budapest

Address: 1016 Budapest, Krisztina krt. 99.

Phone number: +36 (1) 488-2131

Fax number: +36 (1) 488-2186

Email: bekelteto.testulet@bkik.hu

- 10.10. In the case of legal disputes, the Customers may turn to court with their complaint.

11. Processing personal data

- 11.1. The detailed rules on processing the Customers' personal data are set forth in the Service Provider's Privacy Policy: <https://www.foodpanda.hu/en/contents/privacy-policy>.

12. Intellectual property rights concerning the Platform

- 12.1. All materials placed on the Platform, their full text, graphics and other contents, the structure and the source code of the Platform as well as any other intellectual property are under copyright and other legal protection. The copyrights and other intellectual property rights are exclusively owned by the Service Provider. The contents of the Platform and the Service Provider's other intellectual property may be used in any form exclusively with the Service Provider's prior written consent.
- 12.2. In addition to trademark law, copyright law and civil law claims, the unauthorized use of the contents of the Platform may also give rise to criminal law sanctions.

13. Conclusion and termination of the Contract

- 13.1. The Contract between the Service Provider and Customer is established upon the registration of the Customer.
- 13.2. With regard to the Customer, the Service Provider and the Foodpanda Delivery Service, the Contract qualifies as an electronically concluded contract that is governed by the provisions on electronic commercial services of the Civil Code and the Act on Electronic Commercial Services. The Contract shall be deemed a written contract and its data

stored in writing are identical with the data of the Order. The data of the Contract and the Order can also be viewed retroactively under the menu point "My Orders". The language for contracting and keeping contacts is the Hungarian.

- 13.3. The Mediated Contract is concluded if the electronic Order confirmation is received by the Service Provider from the Partner, provided that Customer did not cancel the Order before that.

14. Scope and duration of the GTC

- 14.1. These GTC cover the Service provided by the Service Provider to Customers in the territory of Hungary.
- 14.2. These GTC shall also apply if the Service Provider's services are accessible through other websites and shall govern all usage methods of the Services (mobile website, mobile applications, Facebook page etc.) through which the Platform can be accessed.
- 14.3. In the event where orders are placed with Progress Étteremhálózat Kft., which runs the McDonald's restaurants, or from a franchise partner contracted with Progress Étteremhálózat Kft., the different rules on the Parties' relationship are contained in Annex 2 to the GTC.
- 14.4. An Order placed at Delivery Home Dmart Hungary Kft., the operator of Panda market shall be governed by the separate rules for the legal relationship of the Parties laid down in Annex 3 attached hereto.
- 14.5. The GTC is effective from the above mentioned day and for an indefinite period.

15. Modifications and accessibility of the GTC

- 15.1. The Service Provider may unilaterally modify the terms and conditions of these GTC at any time. This authorisation expressly includes the Annexes to these GTC. Any modification shall enter into effect simultaneously with its publication on the Platform.
- 15.2. The GTC and its formerly effective versions are available here: <https://www.foodpanda.hu/contents/terms-and-conditions>

16. Closing Provisions

- 16.1. The Platform run by the Service Provider has a suitable security level, however, it is recommended for Customers to take the following precautionary actions: using virus and spyware protection software with a fresh database and installing security updates of the operating system. Using the Platform presumes that the Customer knows the technical limits of the internet and accepts the possible errors that are involved by the technology.
- 16.2. The Service Provider assumes no responsibility for the contents as well as the data and information protection practices of external websites that can be reached from the Platform via a hyperlink. Should the Service Provider learn that the page linked by it or such linking itself violates third party rights or the effective legal regulations, it shall immediately remove the link from the Platform.
- 16.3. The Service Provider shall not be held liable for any damage arising due to connection to the Platform. Customers are obliged to protect their own computer and the data stored on it.
- 16.4. It is expressly forbidden to forward, disclose and share contents on the Platform that are not permitted by law. The Service Provider reserves the right to delete any contents uploaded by the Customers.

- 16.5. The Contract may be terminated both by Customer and the Service Provider, without giving reasons, by way of e-mail sent to the Customer or to the Help Center, furthermore the Customer may delete their Account by clicking on the "Delete My Account" button in the Profile menu point, and in this case the contract between the Service Provider and the Customer shall terminate simultaneously with deleting the Account and the pertaining personal data.
- 16.6. The Service Provider may assign any of its rights or obligations arising from the Services - partly or in full, and without the Customer's consent - to its successor, subsidiary or to another business company acquiring the Service Provider's assets and asset elements.
- 16.7. The Service Provider does not submit to the provisions of any code of conduct.
- 16.8. The Contract shall be governed by the provisions of the Hungarian laws.

LEGAL REGULATIONS

Legal regulations referred to in the GTC and other legal regulations otherwise applicable to the Contract and the Service:

- Act V of 2013 on the Civil Code (“**Civil Code**”)
- Government Decree 76/2018 (IV.20.) on the rules of issuing and using Széchenyi Recreation Cards (“**SZÉP decree**”)
- General Data Protection Regulation (Regulation 2016/679/EU; “**GDPR**”)
- Act CXII of 2011 on the Right of Informational Self-determination and Freedom of Information (“**Infotv.**”);
- Regulation on the Provision of Food Information (Regulation 1169/2011/EU, “**Éktr.**”)
- Decree 36/2014. (XII. 17.) FM on the Provision of Food information (“**FMr.**”)
- Act CVIII of 2001 on Electronic Commercial Services and on Certain Legal Aspects of Services related to the Information Society (“**Elkertv.**”)
- Act XLVII of 2008 on the Prohibition of Unfair Trading Practices against Consumers (“**Fttv.**”)
- Act XCL of 1997 on Consumer Protection (“**Fvtv.**”)
- Government Decree 45/2014 (II.26.) on the Detailed Rules of Contracts between Consumers and Businesses (“**Fvkr.**”)
- Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices (“**Tpvt.**”)
- Act XI of 1997 on the Protection of Trademarks and Geographical Indications (“**Vtv.**”)

Annex 1 - The Contents of the Mediated Contract

1. General Rules

- 1.1. The Mediated Contract is concluded when the electronic confirmation is received by the Service Provider after placing the Order. The contents of the Mediated Contract are set forth in this Annex, except where the Partner displays its own GTC on the Platform, in which case the contents of the Mediated Contract are set forth in the Partner's own GTC.
- 1.2. The Mediated Contract qualifies as an electronically concluded contract that is governed by the provisions on electronic commercial services of the Civil Code and the Act on Electronic Commercial Services. The Mediated Contract shall be deemed a written contract and its data stored in writing are identical with the data of the Order. The data of the Mediated Contract and the Order can also be viewed retroactively under the menu point "My Orders". The language for contracting and keeping contacts is the Hungarian.
- 1.3. Once the Order details have been received and the Mediated Contract has been concluded, the Partner prepares or picks the ordered Products, packs them and hands them over to the rider for the purpose of delivery, or prepares it for pickup by the Customer if the Pickup service was selected.
- 1.4. If Pickup has been selected, the Customer shall identify themselves and the Order to the Partner by providing the order identifier upon the personal pickup.

2. The Partner's Responsibility

- 2.1. The Partner shall be fully liable for the current contents and offers displayed on the Platform as well as for their availability and quality. Customers may place quality complaints about the delivered Products to the Partner who sells the Products, and any related claim may only be enforced against the Partner.
- 2.2. The Partner shall provide the legally prescribed information about the Products with appropriate contents. The Service Provider only mediates Orders, therefore, it does not cooperate in, has no control over or insight into the preparation and production of the Products, therefore, the Service Provider is not bound by the obligation to provide information hereunder. Nevertheless, the Service Provider agrees to design the Platform so as to create the necessary conditions for the Partner distributing such Products to fully comply with the applicable legal regulations mentioned above. The Service Provider's liability shall be limited to accurately displaying the data sent by the Partner in an appropriate form. The Partner shall provide the Service Provider with the data required by the applicable legal regulations before appearing on the website, and shall notify the Service Provider immediately in the event of any change. The Partner shall be solely liable for the lawfulness, completeness and truthfulness of the data so disclosed.
- 2.3. The Partner shall be fully liable towards the Customers for providing information concerning the below items in conformity with the relevant Hungarian and EU regulations: allergens, ingredients causing intolerance, food colours, sweetener, added sugar.
- 2.4. If expressly requested by the Customer, the Partner selling the relevant Products shall in all cases inform the Customer - over and above the obligatory information - about the ingredients and the mass of the given food, the best-before/use-by date and the storage conditions. This obligation shall be fulfilled directly by the Partner, i.e. the Service Provider does not collect, store or disclose these data. The Service Provider agrees to forward the Customer's relevant requests to the Partner.

- 2.5. It is the Partner's responsibility to process the Customers' complaints with the proviso that the Service Provider shall also be involved (see the provisions of the GTC on complaints).

3. Delivery

- 3.1. Delivery is the Partner's exclusive liability, except where it is completed under the Foodpanda Delivery Service. This chapter specifies the terms and conditions of delivery by the Partner.
- 3.2. The Partner shall receive the delivery fee, also including the extra delivery fee, and the Partner shall issue a receipt or invoice to the Customer.
- 3.3. The Partner shall fulfill the previously specified delivery conditions and shall immediately notify the Customer if it is unable to fulfill the delivery conditions (e.g. the delivery time set forth on the Platform is exceeded).
- 3.4. The delivery time displayed on the Platform is only an estimated time. The actual delivery times are also affected by other, unforeseeable external factors that are independent from the Service Provider and the Partner.
- 3.5. The Partner shall not be held liable for late or defective delivery or for any other problem or error if it is due to data erroneously and/or inaccurately given by Customer.
- 3.6. No delivery is made if the Customer selected Pickup service upon the Order.

4. Defective Delivery, Failed Order

- 4.1. Neither the Service Provider nor the Partner may be obliged to complete the Order and to pay compensation if the Customer is not available at the address given upon the Order and cannot be contacted on the telephone number given upon the Order by two calls within 10 (ten) minutes after the Rider arrived at the address, the Customer refuses to receive the order without any reason, or fails to pick up the Product in the case of Pickup service at the indicated date or at the date set by the Partner for picking up the Product. In the event where the Order was not completed for a reason within the Customer's control, the Customer shall not be exempt from their payment obligation but shall continue to be obliged to pay the value of the Order and may not claim back any amount already paid.
- 4.2. The provisions of chapter 9 of these GTC shall apply if the Mediated Contract is not, or not appropriately delivered, provided that those provisions can be appropriately applied to the Mediated Contract between the Partner and Customer.
- 4.3. The Partner is responsible for the failure to complete the Order or for its inappropriate completion and shall assume liability towards the customer especially in, but not limited to, the following cases: the Partner's unit is closed, product shortage, technical problem, erroneous information or offer on the Platform, delay in preparing the Product as well as any delivery-related event within the Partner's control in the case of own delivery.

5. Rescission

- 5.1. Should the Partner distribute a Product for which the Customer has the right of rescission under Section 20 of the Fvkr., the Partner shall provide conditions enabling the Customer to properly exercise that right. The Partner shall promptly notify the Service Provider in writing about the Customer's rescission.

- 5.2. The Customer may not exercise their right of rescission with regard to the cases and Products specified in Section 29 of the Fvkr., for example, with respect to products (foods) that are perishable or retain their quality only for a short period.
- 5.3. Customers may exercise their right of rescission by forwarding a relevant, unambiguous notice to the Service Provider or directly to the Partner. The notice can also be submitted by using the sample notice available in Annex 2 to the Fvkr. The Service Provider forwards the notice of rescission to the Partner for consideration.
- 5.4. In the event where the Partner accepts the notice of rescission and, where applicable, the Customer has returned the product and thus the Partner decides to refund the Customer, it shall notify the Service Provider about this fact and the Service Provider shall refund the Customer the full amount paid by the Customer, including the costs incurred in connection with the delivery – i.e. the delivery fee, the extra delivery fee and the tip.
- 5.5. The Service Provider shall not examine the lawfulness of the refund claim or its possible rejection. The Service Provider shall refund the Customer in the manner identical with the payment method used by the Customer.
- 5.6. The refund shall be the responsibility of the Partner if the Service Provider has already settled accounts with the Partner.

ANNEX 2 – GENERAL TERMS AND CONDITIONS APPLICABLE TO ORDERS PLACED WITH MCDONALD’S RESTAURANTS

The McDonald’s restaurants are operated by Progress Étteremhálózat Kft. (registered office: 1095 Budapest, Soroksári út 30-34.), the McDonald’s Developmental Licensee Partner or a contracted Franchise partner of Progress Étteremhálózat Kft.

In cases defined in Section 5.2 of these GTC, the operators and controllers of the McDonald’s restaurants involved in the home delivery service are as follows: Operators and controllers of McDonald’s restaurants <https://www.foodpanda.hu/mcdonalds-lista>.

1. Legal nature of the McDonald’s GTC

- 1.1. The general terms and conditions (hereinafter: ‘McDonald’s GTC’) applicable to McDonalds restaurants and included in this chapters shall be applied to all e-commerce services provided by Delivery Hero Hungary Kft. Service Provider (hereinafter: ‘Service Provider’) through the [www. foodpanda.hu](http://www.foodpanda.hu) website (Website) or the Foodpanda Application (hereinafter: the Website and Foodpanda Application shall jointly be referred to as Foodpanda Platforms), within the framework of which natural or legal person users (hereinafter: User) order McDonald’s products and the Service Provider performs the home delivery service for the McDonald’s products; irrespective whether or not the given McDonald’s restaurant is operated by Progress Étteremhálózat Kft. (registered office: 1095 Budapest, Soroksári út 30-34., company registration number: 01-09-078924, hereinafter: Progress) or a franchise partner thereof.
- 1.2. Should there be any conflict between these McDonald’s GTC and the Service Provider’s GTC, then the provisions of these McDonald’s GTC shall prevail and apply to any order for food and drinks from McDonald’s restaurants and the delivery thereof. **With regard to any issue not regulated in these McDonald’s GTC the Service Provider’s general terms and conditions shall be applied.**

2. Order, delivery

- 2.1. Users may place their orders for McDonald’s products to be delivered by Foodpanda on the Foodpanda Platforms. For any order placed by the User on Foodpanda Platforms, the contract for the purchase of food and drinks is established between the User and Progress or the franchise partner operating the restaurant; furthermore, a service contract for the delivery of the food and drink is established between the User and the Foodpanda Delivery Rider.
- 2.2. The Service Provider collects all payments made by the Users in relation to orders for McDonald’s products in the name and on behalf of Progress or the franchise partners.
- 2.3. The Service Provider shall have the right to charge a fee to the Users to the delivery services, which the Users shall pay only to the Service Provider. This fee is gross HUF 590/order in the domestic territory.
- 2.4. The Users accept that the Service Provider does not have the right to collect orders for collection on behalf of McDonald’s restaurants, therefore the Service Provider cannot allow purchases to be made from McDonald’s restaurants where the User orders the products on Foodpanda Platforms and then collects them in person or through a third party in a McDonald’s restaurant.

- 2.5. The Users accept that Progress has the right to define a minimum order volume, which currently is gross HUF 2,000/order. The Users accept that Progress also has the right to define a maximum order volume (number of items, gross amount) especially in view of the capacity of the transportation means of the Service Provider. The User is informed of the maximum order volume while placing the order, before it is finalised.
- 2.6. The period of orders with delivery for McDonald's restaurants is from Monday to Sunday, from 11 a.m. to 10 p.m, but Progress has the right to change it anytime based on an agreement with the Service Provider.
- 2.7. Users may pay for their orders only with the following methods: bank/credit card, Szép Card. Cash payment is not acceptable.
- 2.8. Progress and the franchisee partners have the right to exceptionally suspend the acceptance of orders when justified. The Users also accept that Progress and its franchise partners have the right to suspend the acceptance of orders for certain products, especially when the product on order is temporarily out of stock.
- 2.9. The Service Provider discloses on the Foodpanda Platforms and makes accessible to User before placing their orders the expected time of delivery from the given restaurant. Users may enforce any claim relating to the delay in delivery only against the Service Provider. The Users also accept that the Service Provider is responsible only for delivery, but has no responsibility for the products, their components or quality or quantity.
- 2.10. The Users accept that the Service Provider performs the service individually, as a separate legal entity. The Users accept that Progress and its franchise partners are not responsible at all for the Service Provider's services or operation which also includes the activities of the delivery staff.
- 2.11. The Users accept that the promotion coupons of Progress or its franchise partners may not be used for ordering McDonald's products.
- 2.12. By placing an order the User declares accepting these McDonald's GTC as binding.
- 2.13. The User may cancel the order, even without any explanation, within 5 minutes from the posting of the order by contacting the Service Provider's customer service unless the order has already been processed. An order is considered processed if the order arrives at the restaurant. If therefore an order is received at a McDonald's restaurant, the User cannot cancel the order. Cancellation may not be reported directly to s McDonald's restaurant. The Users accept that in addition to the right of cancellation included in the first sentence of Section 2.14, Users may not cancel or withdraw an order in anyway, and shall pay the total price of the ordered McDonald's products.
- 2.14. Only the Service Provider is liable towards the Users in every case when the Foodpanda Platforms contain information which is contrary or different from the information provided to the Service Provider by Progress or the franchise partners in relation to the McDonald's restaurants and products.
- 2.15. Only Foodpanda is responsible for the flawless and safe (especially virus-free) operation of Foodpanda Platforms and the Users accept that they cannot enforce any claim in that respect against Progress or its franchise partners.
- 2.16. The Users accept that the McDonald's restaurant chain does not offer the same products on the Foodpanda Platforms as in its restaurants, and in particular cases, also provides a reduced choice. Consequently, the Users accept that the McDonald's products and offers available in Foodpanda Platform may be different from those available in the restaurant.

2.17. The Users acknowledge that in the case of ordering from McDonald's restaurants no unique or special requests may be indicated related to products, including, but not limited to the amendment, commission or replacement or certain ingredients. Should the User make a relevant request upon placing the Order, the Progress or franchise partners are not obliged to fulfill such requests.

3. McDonald's product information

3.1. The Users accept that the McDonald's products available on order and all related information (including especially but not exclusively: mandatory product information required under the effective laws and other product information, including components, allergy information, product images and other data) are available on the www.mcdonalds.hu website, to which links point also on the Foodpanda Platforms. The Service Provider is not responsible for the completeness and compliance with the legal regulations of that information.

3.2. The Users accept that prior to ordering McDonald's products on Foodpanda Platforms, they shall obtain information about the McDonald's products, and that they shall especially obtain information on the components and allergens as well as other data on the McDonald's products intended to be ordered. Progress and its franchise partners assume responsibility only for the compliance of the McDonald's products with the product information published on the www.mcdonalds.hu website. The Users accept that the Service Provider is not responsible for the contents of this section. The Users are exclusively responsible for selecting the products that suit their requirements, including e.g., the selection of gluten-free products.

4. Complaint handling

4.1. The Parties agree that this Section 4 applies to all complaints, feedback and questions received from any existing or potential User that relates to McDonald's products and/or the home delivery (delivery) service or is connected with them (hereinafter: Complaint).

4.2. The Service Provider operates a customer service, with continuous availability for the Users for complaint handling: by phone, e-mail or post, as indicated below:

Delivery Hero Hungary Kft.

H-1243 Budapest, P.O. Box 655

Customer Service: Monday - Friday: 9:00-23:00

Saturday - Sunday: 11:00-23:00

chat: by clicking the "Can we help you" button on the website, by choosing "Help" button in the application

+36 1 610 5715

info@foodpanda.hu.

Nevertheless, if they decide to do so, Users can also submit their Complaints on the Progress info line, available for the public at info@hu.mcd.com or may send a letter to Progress Étteremhálózat Kft. Budapest 1476, Po Box 53. The Users accept that Progress may transfer complaints related to home delivery, received on the

info@hu.mcd.com email address or on some other McDonald's Kft. platform, forum or address to the foodpanda customer service.

- 4.3. The Users accept that foodpanda shall transfer all complaints and requests to the info@hu.mcd.com e-mail address, at the earliest time permitted under the circumstances, or not later than within 24 hours from the receipt of the Complaint or request if the Complaint relates to McDonald's and/or its products or if the Complaint indicates the competence of the restaurant (whether or not it is proved) with the exception of complaints relating to orders for McDonald's products and/or the home delivery and delivery service.

In the cases specified in this section, Progress and/or the franchise partner shall investigate the complaints and respond to Users and provide remedy and shall notify foodpanda about it as necessary. However, in cases specified in this section, foodpanda may also respond to and/or provide remedy for the Complaint.

- 4.4. If a Complaint relates to an order for products and/or the home delivery, delivery service (other than the items included in Section 4.3 above, when Progress or the franchise partner are obliged to respond to the Complaints) only the Service Provider shall handle the Complaint. In such cases, Users may turn only to the Service Provider and the Service Provider shall remedy their complaints, although the option referred to in the last paragraph of Section 4.2 shall still prevail.
- 4.5. The Users accept that the Service Provider, Progress and its franchise partners have the right and are also obliged to respond to and remedy complaints attributable to them within the shortest possible time permitted under the circumstances and within the deadlines stated in the effective legal regulations.

5. Data Protection

- 5.1. The Users accept that the Service Provider, Progress and franchise partners are individual controllers as specified below:

The Service Provider informs Users about the processing involved in the use of the Foodpanda Platforms (including e.g., visits to the website, registration and orders) in its Privacy Policy available online at <https://www.foodpanda.hu/adatkezelesi-tajekoztato>.

Processing related to orders for McDonald's products and their performance is primarily performed by the Service Provider. Progress and its franchise partners process personal data only in compliance with *Chapter 5 Data Protection* of these GTC. Should these provisions be contrary to the provisions of the Service Provider's [Privacy Policy](#), then this present Notice shall prevail.

- 5.2. The personal data of the User are processed by Progress Kft or its franchise partners for the conclusion and performance of the contract between the Service Provider and Progress and its franchise partners or between the User and the Service Provider and the User and Progress and its franchise partners in the following cases:

- **Order and delivery**

After sending the order, the Service Provider sends the order information (order number, date, time, names and prices of the ordered products) as well as the User's name, address and phone number to Progress or its franchise partner pursuant to Article 6 (1) b) of the GDPR.

Data transfer is required for order identification, for the arrangements with the delivery service and the delivery of the products.

Progress and its franchise partner does not store the received data after they have been transferred to the delivery services unless the User requests a registered invoice with VAT when the order is posted.

When a registered invoice with VAT is requested, the recipient processes the received data in their own till system for 8 years in order to document the purchase and the payment and to fulfil the accounting obligations pursuant to Article 6 (1) b) and c) of the GDPR and Section 169 (2) of Act C of 2000 on Accounting.

Processors:

Name	Registered office	Responsibility of the Data Processor
Pannon Support Rendszerház Kft.	1119 Budapest, Petzvál József u. 50.	Performance of the system administrator tasks of restaurants
BBOX Solutions Kft.	2040 Budaörs, Gyár utca 2.	Maintenance of the till system of restaurants

- **Complaint handling**

The Service Provider transfers the User's personal data to Progress and the franchise partners in order to handle complaints falling within the scope of Section 4.3 in compliance with Article 6 (1) b) of the GDPR. The Service Provider informs the User of the data transfer via e-mail simultaneously or in advance, indicating the name, registered office and availability of the Privacy Policy of the recipient of the data transfer.

If Progress or its franchise partner receives a Complaint that falls within the scope of interest of the Service Provider (Section 4.4) or the Complaint falls within the scope of interest of Progress or its franchise partner (Section 4.3) but may also affect the Service Provider, then the User's personal data shall be transferred to the Service Provider by Progress or the franchise partner pursuant to Article 6 (1) b) of the GDPR for the purpose of handling and/or responding to the Complaint.

The Controller receiving the data shall process all data received for the purpose of handling complaints and quality remarks and data generated during the administration of the particular case for 5 years, pursuant to Article 6 (1) b) and c) of the GDPR as well as section 17/A (7) of Act CLV of 1997 on Consumer Protection.

- **Control**

The Users accept that data transfer from the Service Provider to Progress for control purposes shall take place on the basis of the legitimate interests of the parties. The Service Provider informs the Users of the processing in its [Privacy Policy](#).

- **Rights and legal remedies**

The data subject may request information on and may request the rectification of the processing of their personal data.

The data subject may request the erasure of data, limitation of processing and may also exercise the right of data portability and objection at the controller.

The data subject shall have the right to obtain from the controller confirmation as to whether or not their personal data are being processed and if so, whether they can have access to the personal data and information on processing.

If any of the reasons listed in the GDPR prevail, the data subject may request the controller to erase their personal data or restrict processing without any unjustified delay.

The data subject may also object to the processing of their personal data and against profiling performed by using such data. The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning them or similarly significantly affects them

The controller shall provide information on the action taken on a request within one month of the receipt of the request.

The data subject may address their remarks to the controller and may enforce their rights in front of the court that has competence according to the place of residence of the data subject or the registered office of the controller or may submit a complaint to the Hungarian National Authority for Data Protection and Freedom of Information. (1125 Budapest, Szilágyi Erzsébet fasor 22/C.)

6. Closing provisions

- 6.1. The Progress and franchise partners do not submit themselves to the provisions of any code of conduct.
- 6.2. Progress or its franchise partner shall have the right to amend the terms and conditions of these McDonald's GTC at any time, based on an agreement with the Service Provider. Any modification enters into force simultaneously with its publication on the Foodpanda Platform.

ANNEX 3 – GENERAL TERMS AND CONDITIONS

APPLICABLE TO ORDERS PLACED WITH PANDA MARKET

Panda market is operated by Delivery Hero Dmart Hungary Kft. (registered seat: H-1093 Budapest, Czuczor utca 2. I. em.; hereinafter: 'Dmart'). Based on the contract concluded by and between Dmart and the Service Provider, the Service Provider mediates the purchases of the Customers through the Platform. For the purposes of this Contract, Dmart qualifies as a Partner of the Service Provider.

1. Legal nature of the Panda market GTC

- 5.7. The general terms and conditions (hereinafter: 'Panda market GTC') applicable to Panda market and included in this chapter shall be applied to all e-commerce services provided by the Service Provider through the Platform (Foodpanda Service), within the framework of which Customers order Products offered by Panda market.
- 5.8. The Panda market GTC also stipulates the provisions that constitute the content of the contract between the Customer and Dmart for the sale and delivery of products. The provisions included in Annex 1 also constitute the content of this contract, should there be a conflict between Panda market GTC and Annex 1, the provisions of the Panda market GTC shall prevail. Section 4.20 of the GTC does not apply.
- 5.9. Should there be any conflict between these Panda market GTC and the GTC, the provisions of these Panda market GTC shall apply to the ordering and delivery of the Products offered by Panda market. With regard to any issue not regulated in these Panda MarketGTC, the Service Provider's general terms and conditions shall be applied.

6. Special rules applicable to the Foodpanda Service

- 6.1. Pickup is not available for Customers, only Delivery under the terms and conditions set forth in Section 3 of the Panda market GTC. The Customer is therefore in no cases entitled to order the Product on the Platform and receive it from Dmart in person or through another person. The products of Panda market can only be purchased through the Platform, with the mediation of the Service Provider.
- 6.2. The Customer does not have a Pre-order option.
- 6.3. Cash and SZÉP card payments are not available to Customers. Only online payment is available by credit card or Apple Pay.
- 6.4. The Customer agrees that Dmart is also entitled to determine a maximum order quantity (number of pieces, weight, etc.), primarily with regard to the capacity of the means of transportation used for delivery. The Customer will be informed about the maximum order quantity when placing the Order and before finalizing it.

7. Terms applicable to Delivery

- 7.1. Products are delivered within the framework of the Foodpanda Delivery Service. The Customer authorizes the Service Provider by ordering to search for and choose a Rider for the delivery of the Products, and to conclude the contract with the Rider on behalf of and with the authorization of the Customer, with terms and conditions accepted by the Customer. With regard to the order placed by the Customer on the Foodpanda Platform, the contract for the sale of the Products is concluded between the Customer

and Dmart; and the service contract for the delivery of the Products is concluded between the Customer and the Foodpanda Delivery Rider.

- 7.2. The e-invoice for delivery will be issued by the Foodpanda Delivery Rider to the Customer. The invoice will be sent by the Foodpanda Delivery Rider through the Service Provider as a mandated invoice issuer to the e-mail address provided by the Customer during the registration of the Foodpanda Account.
- 7.3. Delivery-related complaints are handled by the Service Provider in accordance with the provisions of Section 10 of the GTC.
- 7.4. The rules of the GTC concerning the Foodpanda Delivery Service (Chapter 8 of the GTC) shall also apply to the delivery of Panda market Products, the delivery fee shall be paid by the Customer to the Foodpanda Delivery Rider based on the invoice issued by the Foodpanda Delivery Rider.

8. Special Provisions of the Mediated Contract

- 8.1. The e-invoice for Products will be issued by Dmart to the Customer. The invoice will be sent by Dmart through the Service Provider as a contributor to the email address provided by the Customer during the registration of the Foodpanda Account.
- 8.2. Product-related complaints are handled by the Service Provider as a contributor of Dmart in accordance with the provisions of Section 10 of the GTC.
- 8.3. Pursuant to the Mediated Contract concluded by and between the Customer and Dmart, the Customer has the right of rescission, namely, to unilaterally terminate the Mediated Contract under Section 20 of the Fvkr. for any Products offered by Panda market. The rules on rescission are set out in Fvkr., Annex 1 to the GTC and Section 5 of the present Panda market GTC. The sample rescission form is included in Section 6 of these Panda market GTC.
- 8.4. In the case of a defective performance of the Mediated Contract (exchanged goods, defective goods), missing goods (not Included), delay beyond the day or failure, the Mediated Contract shall be terminated immediately for the Products concerned, and Dmart shall settle accounts with the Customer. However, in case of partial termination, the Service Provider or the Foodpanda Delivery Rider is not obliged to refund the Delivery Fee if incurred. The rules of settlement shall be governed by these Panda market GTC pursuant to Section 20 of Fvkr on rescission, provided that the Customer has no obligation to return the undelivered Product.
- 8.5. The provisions of chapter 9 of these GTC ('Defective performance, order failure'), as well as the provisions of Chapter 4 of Annex 1 to the GTC ('Defective performance, order failure') shall also apply to Panda market, provided that they are not in conflict with the provisions of the Panda market GTC.
- 8.6. Pursuant to the data protection laws, the Service Provider and Dmart are considered joint data controllers. The Service Provider's Data Processing Guide applies to Dmart as well. Where the Data Processing Guide mentions the Service Provider as a data controller, the same applies to Dmart with regard to Orders placed for Panda market Products. The Data Processing Guide is available under:
<https://www.foodpanda.hu/adatkezelesi-tajekoztato>
- 8.7. Dmart is not responsible for the accuracy or completeness of the information provided regarding the Products offered by Panda market. Dmart recommends that Customers read the label on Panda market Products upon receipt in all cases and do not solely rely on information displayed on the Platform. Dmart makes every effort to ensure that the

product information displayed is accurate enough to meet all requirements, however, Product-related information is constantly changing. If the Customer has any questions about a Product, he may contact Dmart through the customer service of the Service Provider as a contributor or contact the manufacturer of the Product.

8.8. In other respects, the content of the contract concluded by and between the Customer and Dmart is set out Annex 1 to the GTC.

9. Rescission guide (Pandamarket)

RESCISSION GUIDE PURSUANT TO GOVERNMENT DECREE NO. 45/2014 (26 FEBRUARY)

Right of rescission

You have the right to rescind from this Contract without providing any reason within 14 days upon receipt of the product.

The 14-day period open for exercising the right of rescission is calculated from the day when you or a third party designated by you, other than the person performing delivery receives the last product of the particular order.

If you intend to exercise the aforementioned right of rescission, you shall send an unambiguous statement of your intention to rescind to **Delivery Hero Dmart Hungary Kft.** via the live chat interface of www.foodpanda.hu accessible from the Customer Service menu on the website and in the Foodpanda Mobile Application, via e-mail: help@foodpanda.hu or via post to Delivery Hero Dmart Hungary (1093 Budapest, Czuczor utca 2. 1. em.).

You can make a statement without formal requirements, however, you can also use the attached sample rescission form for this purpose.

The right of rescission shall be deemed to have been exercised within the aforementioned period if you send your statement in a manner and before the expiry of the period indicated above.

Legal effects of a rescission

If you rescind from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your statement of rescission, for any consideration you paid, including delivery fees and tips.

We apply the same payment method as the payment method used in the original transaction, unless you expressly consent to the use of another payment method; due to the application of this refund method, no additional costs will be incurred by you.

We may withhold a refund until we have received the returned product or you have confirmed that you have returned it: whichever comes first shall be taken into consideration. We accept an acknowledgment of receipt issued by the post or courier service as appropriate, provided that you attach a photograph showing that the package dispatched actually contains the

product concerned and in the case of a sealed product which, for health or hygiene reasons, cannot be returned once opened, the packaging is intact.

You shall arrange for and bear all costs of returning the product.

You are entitled to exercise your right of rescission for any product type regardless of its shelf life, however, you may not exercise your right of rescission:

- in the case of a sealed products, which, for reasons of health or hygiene, cannot be returned once opened after delivery.

You shall prove that you have exercised your right of rescission in accordance with the provisions of law. You may only be held liable for the depreciation of the product if it has occurred as a result of its use in excess of that required to determine the nature, characteristics and functioning of the product.

10. Sample rescission form (Panda market)

SAMPLE RESCISSION FORM PURSUANT TO GOVERNMENT DECREE NO. 45/2014 (26 FEBRUARY)

If you intend to exercise your right of rescission provided by law, kindly indicate your unambiguous intent in the manner indicated above, or fill in and send us the sample statement below.

Recipient: **Delivery Hero Dmart Hungary Kft.** (H-1093 Budapest, Czuczor utca 2. I. emelet; live chat interface of www.foodpanda.hu accessible from the Customer Service menu on the website and in the Foodpanda Mobile Application, e-mail: help@foodpanda.hu)

I hereby declare that I exercise my right of rescission for the following sales of the goods or the contract for the provision of the following services:

Order ID:

Date of contract conclusion:

Date of receipt:

Customer name:

Customer address:

Customer signature:

Dated: _____