

Contents

General Terms and Conditions for Restaurants

Section A (Definitions)	1
Section B (General Terms)	4
Section C (Supplemental Terms – Delivery Services)	17
Section D (Supplemental Terms – Stampcards)	19

General Terms and Conditions for Restaurants

SECTION A. DEFINITIONS

Capitalised words in the Agreement have the following meanings:

Affiliate	means: (i) for a Restaurant Partner (for you), any relative, spouse, subsidiary, holding company, ultimate holding company or sister company of the Restaurant Partner; and (ii) for Just Eat (for us), a person who is, from time to time, a (direct or indirect) subsidiary or holding company of Just Eat, or is a subsidiary of Just Eat's (direct or indirect) holding company, or is a party in which Just Eat's (direct or indirect) holding company owns 30% (thirty percent) or more of the paid up share capital or controls 30% (thirty percent) or more of the voting rights.
Agreement	means the registration form or otherwise, the General Terms and Conditions for Restaurants and, insofar as applicable, the Supplemental Terms as annexed hereto.
Business Day	means a weekday that is not a public holiday in the relevant operating country of the Platform.
Card Order	means an Order that is not a Cash Order.
Cash Order	means an Order paid for by cash.
Chargeback	means a fee charged to us by a financial institution (e.g. a Customer's card issuing bank or merchant acquirer) in relation to the reversal of a card transaction.
Connection Method	means ordering devices and or any software, program or application provided which enables you to receive Orders in your Restaurant.
Courier	means a person working directly or indirectly for Just Eat who performs the delivery of an Order in the context of the Delivery Services
Customer	a natural person or legal entity who has used the Platform to place an Order.
Data Protection Legislation	means the GDPR, the Swiss Data Protection Act 1992, Directive 2002/58/EC, each as amended, revised and replaced, and/or any legislation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities. "data controller", "data processor", "data subject", "personal data", "personal data breach", "processing", and "appropriate technical and

	organisational measures" will be interpreted in accordance with the Data Protection Legislation.
Delivery Distance	means the distance between a Restaurant and the Customer, determined solely by us based on radius and polygon.
Delivery Services	means a service provided by us to collect and deliver the Orders from your Restaurant to a Customer.
Delivery Time	means, where you arrange delivery yourself, either the delivery time indicated by you via the Connection Method (with a maximum of 60 minutes) or the delivery time priorly indicated by the Customer and confirmed by you, by which the Order will be delivered to the Customer.
Fees	means the commission fee, administration costs and, if applicable, other fees specified on the registration form or otherwise confirmed by us in writing or charged to you by us for the Services.
Force Majeure Event	means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or a third party), failure of a material utility service or transport network, act of God, war, riot, act of terrorism, civil commotion, epidemic or pandemic, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction by a third party, material accident, cyber-attacks, breakdown of plant or machinery, fire, weather phenomena (e.g.: lightning, ice, flooding, heavy snowfall) or capacity problems.
Goods	means the dishes, menu items and products offered by your Restaurant.
Gross Order Value	means the total amount charged by you to the Customer for an Order including the value of the Goods, any delivery charges levied by you and any applicable taxes. To be clear, where we provide Delivery Services, we will levy the delivery charges to the Customer and such charges will not form part of the Gross Order Value.
IPRs	mean any and all intellectual property rights of any nature anywhere in the world whether registered, unregistered, registrable or otherwise, including any Trademark.
KYC Information	means all documents and data required by Just Eat in compliance with know-your-customer obligations.
Platform	means any of the Just Eat websites and its affiliated websites, mobile applications and ordering platforms, including Restaurant Websites.
Order	means an order for Goods placed by a Customer via the Platform.
Payment Partner	means a Restaurant that receives the Payment Services.
Payment Services	means collecting and securing on your behalf payments from Customers and transferring these payments to you or Just Eat; as well as the managing and processing of refunds on your behalf.
Premises	means the physical premises at which the Restaurant operates.
Preparation Time	means, where we have agreed to procure the Delivery Services, either the preparation time indicated by you via the Connection Method (with a maximum of 45 minutes) or the delivery time priorly indicated by the Customer minus 15 minutes and confirmed by you, by which the Order will be ready for pick-up by a Courier.
Restaurant	means a restaurant from which food, drinks and other goods are prepared pursuant to Orders placed by Customers via the Platform.
Restaurant	means the information about your Restaurant and includes KYC Information, the information about your Goods, menu, address, opening

Information	hours, delivery radius and contact details, and may, at our request, include a complete set of records to trace the supply chain of all Goods and services you provide.
Restaurant Portal	means the online portal http://restaurants.eat.ch and any accompanying tools and services available for the Restaurant.
Restaurant Website	means a website created by us, related to a Restaurant, with a domain name determined by us.
Same Price Guarantee	means your guarantee that the prices, discounts and special offers you provide in respect of Goods and services offered by you on the Platform (including any delivery charges and minimum order values set by you) are the same as Goods and services ordered via your own channels.
Sanction Lists	means overviews of sanctioned countries, persons and entities and issued by organisations such as the United Nations, European Union or by national authorities in the EU member states in we provide the Payment Services.
Services	has the meaning given in Clause 2.1
Stampcard Program	means the award program, which allows Customers to collect stamps awarded by a participating Restaurant on a Stampcard. The Customer earns a Stampcard Voucher (at the cost of a participating Restaurant) once the Stampcard is full, which is redeemable when placing an Order with the participating Restaurant.
Stampcard Voucher	means a restaurant-specific voucher awarded to the Customer for a full Stampcard, with a value of 10% of the Gross Order Value, minus delivery costs, of the five Orders for which the Stamps were collected.
Statement	means a statement of amounts owed between you and us relating to the previous week (being Monday to Sunday inclusive).
Just Eat	means Eat.ch GmbH, a private limited liability company incorporated under Swiss law, having its registered office at Werdstrasse 21, 8004 Zurich, Switzerland, and registered in the Commercial Register of the Chamber of Commerce under number CH-020.4.038.520-8 acting for itself and on behalf of any corporate entity or person that controls, are controlled by or under the common control, directly or indirectly, with Takeaway.com Group B.V.
Just Eat Administration	means the books and records of Just Eat.
Tip	means the amount paid by a Customer intended for the courier delivering the Order.
Trademark	means the words “Just Eat”, “Takeaway.com”, the House Logo, and any other registered or unregistered trademarks and logos used by us or any Affiliates, separately and in combination (whether registered or not), and references to “our Trademark” are references to the Trademark.

These General Terms and Conditions for Restaurants apply between you and Just Eat (“us” or “we”). The term “you” or “Payment Partner” means you individually or the entity you represent in accepting the Agreement.

SECTION B. GENERAL TERMS

1. COMMERCIAL AGENCY

- 1.1. You appoint us as your commercial agent to:
 - (a) conclude legally binding contracts for the sale of Goods to Customers on your behalf. This means that although we will conclude these contracts on your behalf, they will actually in each case be made between you and a Customer, and will take effect when an Order is placed by a Customer;
 - (b) accept, receive, and hold Card Order payments on your behalf; and
 - (c) tell third parties (including Customers) that we are your authorised agent.
- 1.2. Because we will be your commercial agent, when we receive money on your behalf from a Customer who is paying in full for a Card Order:
 - (a) that payment will be treated as if it had been made to you directly;
 - (b) the Customer will have met their obligation to pay you (which is sometimes described as "full and final settlement") and the Customer will not need to pay you anything further for that Card Order; and
 - (c) you will not have any right to demand additional payment from the Customer in relation to that Card Order.

However, you will still have the right under this Agreement to require us to forward the money that we have received on your behalf from that Customer (after we have made any deductions which are permitted under this Agreement).
- 1.3. You recognize and acknowledge that Takeaway.com also represents and acts on behalf of other restaurants or professionals that may be your direct competitors.

2. OUR OBLIGATIONS

- 2.1. We will provide to you:
 - (a) an order processing service which enables Customers to place Orders at your Restaurant via the Platform;
 - (b) as your commercial agent, the Payment Services for all Card Orders made on the Platform;
 - (c) the Delivery Services as specified in Section C (Supplemental Terms – *Delivery Services*) where we have agreed to procure the Delivery Services;
 - (d) the Stampcard Program as specified in Section D (Supplemental Terms – *Stampcards*) where you have indicated to participate in the Stampcard Program;
 - (e) the Connection Method you choose to be installed at your Restaurant to enable you to receive Orders; and
 - (f) other services as may be agreed from time to time,
(together, the "**Services**")
- 2.2. We will do the following for you:
 - (a) provide reasonable training to enable you to use the Connection Method;
 - (b) provide you with access to restaurant support services;
 - (c) where appropriate, replace or repair any Connection Method as Just Eat deems necessary; and
 - (d) manage, process and collect on each Restaurant's behalf any necessary refunds for Orders which are to be paid to Customers in accordance with our refund policy.
- 2.3. We will charge you the Fees that are specified in the registration form or otherwise.

3. MARKETING

- 3.1. In order to promote your Restaurant, you agree that we will use your name, logo, Restaurant Information and other intellectual property for the purpose of marketing activities during and after the Term. Specifically, we may:
- (a) unless you advise us otherwise, engage in search engine optimisation and search engine marketing to promote your Restaurant on the Platform using your brand name or other keywords relating to your Restaurant, and display your brand name or menu in search results (including on online maps) or by adding links to the Platform in search engine results for your brand;
 - (b) create, register and promote a Restaurant Website using your brand, menu and logo, and with a domain name using your brand. We will own that domain name and all intellectual property rights related to the Restaurant Website (with the exception of your brand, menu and logo).
 - (c) link the Restaurant Website, or any other online assets controlled by you (such as Google My Business pages) to the Platform to enable customers to place Orders;
 - (d) include your Restaurant in promotional activity through several marketing channels (physical and digital), including (third-party) affiliated platforms, and will use your approved logo and Restaurant Information in these activities; and
 - (e) provide you with various marketing collateral and guidelines on how you may use this collateral to promote your business and your association with us.

From time to time, we may send you direct marketing communications relating to our products or services. You can opt-out from this marketing at any time by unsubscribing from the email.

4. REVIEWS

We may display on the Platform ratings and comments ("**Reviews**") provided by Customers regarding the Restaurant or an Order. We have no responsibility or liability to you for any Reviews, and we will only remove or edit Reviews where the reviews are, in our view, unreasonably defamatory or otherwise objectionable. We will only do so in accordance with applicable legislation. You will not yourself post, cause or allow any other party to post any Reviews about your own Restaurant that are misleading, deceptive, fraudulent or which otherwise breach any guidelines for Reviews published by us.

5. RANKING PARAMETERS

We use various ranking parameters on the Platform to determine the order and prominence in which restaurants and Goods appear in search results in response to a Customer's search. In order to help you understand how they function, we have set out details and a description of the main ranking parameters that we use at <http://restaurants.eat.ch/ranking-parameters> in detail and description also forms part of this Agreement.

6. DIFFERENTIATED TREATMENT

We may charge different restaurants differing Fees or Fee structures dependent on various factors. We do this as it is part of operating a commercial business across a range of restaurant partners.

7. REGISTRATION TO THE PLATFORM

- 7.1 You can register to the Platform by submitting a completed registration form to us including all specified documents and KYC Information. Any Agreement for the provision of the Services is subject to Just Eat having confirmed the receipt and approval of the KYC Information and the Restaurant registration.

- 7.2 We can refuse a request for the registration of a Restaurant at our sole discretion.
- 7.3 You may only register a maximum of one (1) Restaurant on the Platform per address, regardless of whether there are physically separated (operational) kitchens on the Premises.
- 7.4 By registering to the Platform, you guarantee that you are not bankrupt, nor under insolvency or restructuring procedures, that no moratorium of payments has been granted and that you are not subject to investigation or prosecution by any authority.
- 7.5 After the acceptance and complete processing of a registration, we will provide you with access to the Restaurant Portal. In the Restaurant Portal, we will publish information relevant to you, such as the processed Orders, Card Orders, Payments owed and invoices.
- 7.6 From time to time, we shall check all Restaurants and their owners against the Sanctions Lists and will perform a client due diligence assessment. If you or your owners are present on one of these lists or if, on the basis of the client due diligence assessment, we otherwise determine that the services cannot be performed, we may restrict, suspend, or terminate part of, the Services, or terminate this Agreement, in accordance with Clause 15.1 or 15.3 (as applicable).
- 7.7 Access to the Restaurant Portal is personal and confidential. You must at all times keep your log-in credentials and authentication methods confidential and secure and must only provide access to the Restaurant Portal to your authorised employees or representatives. You are at all times responsible for your use of the Restaurant Portal and any use of your accounts and the settings of your accounts on the Restaurant Portal. Any actions on your Restaurant Portal account will be deemed by us to be authorised activity on behalf of your Restaurant.

8. YOUR OBLIGATIONS

Obligations to Just Eat

- 8.1. You must supply the Restaurant Information that we request, and you must ensure that the Restaurant Information is always accurate and kept up to date. The Restaurant Information you provide will be reproduced and displayed to Customers on the Platform and/or search engines (e.g. Google) for the purposes of marketing activities. We reserve the right to correct any obvious spelling or formatting errors in the Restaurant Information being reproduced, but you retain full responsibility for ensuring the accuracy of this Restaurant Information and for ensuring that it is up to date at all times.
- 8.2. Where appropriate and possible, you are authorized to make changes to certain parts of the Restaurant Information and manage your listing on the Platform yourself. We do not undertake to check and are not responsible or liable for checking Restaurant Information provided or changes made and you remain at all times fully responsible and liable for any Restaurant Information provided or changes made, the accuracy and completeness of Restaurant Information and compliance of Restaurant Information with all applicable laws and regulations in this regard, including (but not limited to) any requirements related to alcohol, food safety, allergens and additives and other requirements as documented in the Agreement. Where it is not possible or authorized to make such changes yourself, you must communicate changes to the Restaurant Information to us at least fourteen (14) days before they are scheduled to take effect, so that we can process the amended Restaurant Information as displayed on the Platform.
- 8.3. You may not include any links to third party websites or advertisements on the Platform and will not use SEA (Search Engine Advertising) and/or similar services using the Trademarks without our explicit consent.
- 8.4. You must promptly provide us with accurate and complete details of any allergens in your food in accordance with applicable laws and standards. We may also require you to provide further information including the ingredient list for each menu item. We will include the allergen information you provide on the Platform. You are responsible for ensuring that all allergen information you provide (both to us for inclusion on the Platform and directly to any Customers or customer services contacting you to request details relating to the Goods) is entirely accurate, complete and up to date in relation to food items being prepared for your Restaurant at that time. Customers may be directed to contact you (or we may contact you on behalf of Customers) with any questions regarding allergens. We do not

undertake to check and are not liable for checking allergen information on your behalf.

- 8.5. You must immediately inform us if any food inspection authority or any other authority establishes an offence by you or your employees under applicable foodstuff legislation or any other legislation or regulations.
- 8.6. If a Customer complains to us about an Order or your delivery and we give you details of the complaint, you must respond to the Customer as soon as possible and act reasonably and cooperate with that Customer and us to reach a prompt resolution.
- 8.7. You may not use any marketing materials containing logos/branding of our competitors in connection with fulfilling any Orders.
- 8.8. If we have incurred costs as a result of a complaint about your Goods, services or conduct (including where you have rejected an Order), you will be obliged to reimburse us in full for those costs.
- 8.9. You must keep the Connection Method in good working condition and return any physical device to us at the end of this Agreement, unless you have purchased the device. If it is not returned, or if it is damaged, we may charge you for the reasonable costs of repairing or replacing it.
- 8.10. The Connection Method software always remains our property, or that of our licensors. We may upgrade or alter the Connection Method hardware or Connection Method software at any time, and we may remotely access the Connection Method software at any time for any lawful reason, in particular to update the software or to perform software maintenance. You are authorised to use this software in accordance with any end-user licence which we give you notice of from time to time. You must not reverse engineer, decompile, disassemble, reproduce or otherwise misuse the Connection Method software.
- 8.11. If the Connection Method contains a SIM card, you must ensure that it is only used in connection with this Agreement. We may invoice you for any costs incurred by us which we believe result from the SIM card being used for any other reason.
- 8.12. During the Term, you must not:
 - (a) operate your business in a manner which is, harmful to our business, goodwill or reputation;
 - (b) engage in any act or omission which is harmful to our business, goodwill or reputation; or
 - (c) do or say anything derogatory that might bring us into disrepute or adversely affect our reputation.
 - (d) behave in an indecent or unrespectful manner towards customers, our employees or suppliers;If you are in breach of this Clause 8.12, we may restrict, suspend, or terminate part of, the Services, or terminate this Agreement, in accordance with Clause 15.1 or 15.3 (as applicable).

Same Price Guarantee

- 8.13. During the Term, you must apply the Same Price Guarantee. If you breach the Same Price Guarantee, the price difference between the price as listed on the Platform and the price charged outside the Platform is:
 - i. billed to you by us; and
 - ii. reimbursed by us to the Customer by providing a voucher.

You must ensure that details of all prices, discounts and special offers offered on your website are promptly supplied to us so that, where we reasonably can, we can offer them to Customers via the Platform. We require you to do this for commercial reasons, and to ensure that the prices, discounts and special offers are just as competitive on the Platform as they are on your own online channels.

Obligations to Customers

- 8.14. You will prepare, handle and package the Goods ordered by Customers on the Premises and with all reasonable care and skill, making sure that the Goods are:
 - (a) safe to eat;
 - (b) of the standard expected;
 - (c) hygienically made, packaged, transported (if applicable) and stored;

- (d) labelled correctly; and
 - (e) made in accordance with additional reasonable instructions provided by the Customer;
 - (f) made with the correct ingredients as communicated to Customers.
- 8.15. You acknowledge and agree that once a Customer has placed an Order via the Platform, a contract for the supply of Goods has been created between you and the Customer, and you must fulfil an Order placed by a Customer in accordance with the Order details. If you do not prepare and deliver (where you are responsible for the delivery) an Order you receive within a reasonable timeframe - where delivery within a maximum of one hour from expiration of the Delivery Time is considered reasonable - or if you otherwise fail to comply with your obligations under this Agreement, we may take any reasonable action we see fit (including refunding the Customer on your behalf and at your expense) in order to mitigate a negative customer experience.
- 8.16. You must use your best efforts to be available to accept, and in fact accept, all Orders received from us and to be contacted via email and telephone during your opening hours. If you are unable to fulfil Orders, you must change your status to 'offline' so Customers cannot place Orders. If you cannot fulfil an Order, you must advise us as soon as possible so that we can inform the Customer. If you cannot provide one or more menu items contained in an Order, you must inform the Customer within ten (10) minutes after receiving the Order and offer the Customer a reasonable alternative. Non-compliance with Clauses 8.14, 8.15 or 8.16 gives us the right to suspend provision of Services.
- 8.17. Where the Order contains alcohol or any other age-restricted goods, you acknowledge that you are solely responsible for ensuring that the Customer is over the relevant legal age for the purchase of any age-restricted goods. You are obliged to request the Customer to provide identification in accordance with applicable law upon delivery or pick-up. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, you must refuse to deliver the relevant products to the Customer.
- 8.18. You may cancel an Order if:
- (a) the Customer has placed the Order with incorrect contact or address information;
 - (b) your Goods are no longer available and the Customer does not accept an alternative offered by you; or
 - (c) in case of force majeure at your Restaurant.
- If an Order is cancelled, you will notify us thereof within two (2) days. Cancellations will not be taken into consideration after this period.
- 8.19. We reserve the right to introduce a tipping function to the Platform, which will give Customers the option to tip couriers via the available online payment methods on the Platform. If the courier is working for you (i.e. not for Just Eat), we will collect any Tip on your behalf as your commercial agent and then transfer the Tip to you. You are obliged to transfer any Tip received from us to the courier in question and indemnify us against any claims from couriers and Customers arising from or in connection to this responsibility. To the extent applicable, you are solely responsible for any (wage) tax implications relating to the payment of the Tip to the courier.
- 8.20. You must provide the Customer with a receipt (and a tax invoice, if applicable) in respect of an Order, if you are asked to do so or if otherwise required by applicable law.

General

- 8.21. You must comply with, and ensure your employees', agents' and contractors' compliance with, your obligations under this Agreement.
- 8.22. You must follow any reasonable instructions we give you in relation to the performance of your obligations under this Agreement, including the use of the Connection Method.

9. PAYMENTS FROM CUSTOMERS

Fees & Invoicing

- 9.1. Where we receive payment from Customers for Card Orders, the payment received (the Gross Order Value) less any outstanding Fees charged by us (in respect of any Order), will be held on your behalf

until it is payable to you.

- 9.2. You will receive the payment from Customers for Cash Orders. Cash payments cannot be accepted where we procure the Delivery Services.
- 9.3. Each week we will provide a combined Statement to you in the Restaurant Portal which includes:
 - (a) the aggregate Gross Order Value of all Orders, split between Cash Orders and Card Orders;
 - (b) the Fees we are charging you. These may include amounts in relation to the Connection Method, Delivery Services or other services provided to you, or any other amounts which we have given you due notice are chargeable to you in accordance with the Agreement; and
 - (c) any balance brought forward from, and any amounts paid or received by us since the date of the previous Statement.

Payments

- 9.4. We will set off any amounts owed to us by you (including late payment interest and cost) against any amount owed to you by us at any time. We may also withhold certain amounts, costs and expenses from any amounts we hold on your behalf, such as: (i) any Chargebacks (and associated costs and expenses); (ii) any other cost or expense which we incur or reasonably expect to incur as a result of a breach by you of this Agreement, or as a result of any apparent fraudulent activity in relation to your Restaurant; and/or (iii) any amounts where we are, or expect to be, ordered to do so by a competent authority. If we make any withholdings, we will do only for so long as is reasonable, and (if applicable) we will make a credit to you in the next Statement after it becomes clear that we will not incur any liability in respect of it. If we do incur loss or liability, we will retain the amount withheld to the extent of the loss or liability.
- 9.5. We will pay the amount specified as payable in the Statement to you within 10 (ten) days of the Statement by electronic funds transfer to your nominated bank account.
- 9.6. If the aggregate Gross Order Value is less than what you owe us (including any amounts relating to Commission Fees for Cash Orders) over the same period, we may stop accepting Cash Orders and invoice any outstanding balance until you no longer owe us money. Further, we may at our reasonable discretion suspend the acceptance of, or cease to accept, Cash Orders at any time. Any invoices are payable by you within 15 (fifteen) days of the date of the Statement to the bank account of Just Eat, or an Affiliate of Just Eat, details of which are specified in the Statement.
- 9.7. We may charge you monthly interest at 5% (five percent) per annum on any unpaid amount from the payment due date until the earlier of the date that the amount is set off or the amount is received by us. You acknowledge that the late payment interest is a genuine estimate of our loss caused by your late payment. You are also liable for any collection costs incurred by us in connection with the recovery of any overdue payment, and for any costs that we have additionally incurred to this end.

10. CONFIDENTIAL INFORMATION

- 10.1. You and we (and our respective officers, employees, agents and advisers) (the "**Receiving Party**") must keep in safe storage and not use or disclose for purposes not contemplated by this Agreement each other's Confidential Information (the "**Disclosing Party**"), and the Confidential Information of any Affiliate of the Disclosing Party.

For the purposes of this clause, "**Confidential Information**" means any information, data or material which relates to the business or affairs of the Disclosing Party (or Affiliate or business contacts). To be clear, Confidential Information includes:

- (a) the Customers' Personal Data;
- (b) all data stored on the Platform or any information technology systems owned or operated by Just Eat relating to the Platform;
- (c) the terms of this Agreement; and
- (d) the functionality of the Connection Method's hardware and software.

- 10.2. The restrictions in Clause 10.1 do not apply to:

- (a) any disclosure by us to any of our Affiliates;
 - (b) any use or disclosure authorised by the Disclosing Party or by law;
 - (c) any information which is already in, or comes into, the public domain other than through the Receiving Party's unauthorised disclosure; or
 - (d) any Confidential Information which is required to be disclosed by law or order of a court, provided that before making any disclosure, the Receiving Party will give written notice to the Disclosing Party of the reasons for and nature of the disclosure, and will give the Disclosing Party a reasonable opportunity to consider the same and will, at the expense of the Receiving Party, do all things the Disclosing Party may reasonably request.
- 10.3. This Clause 10 shall remain in full force and effect for a period of 5 (five) years after the termination of this Agreement.

11. INTELLECTUAL PROPERTY

- 11.1. You may not use our IPRs in relation to anything we have not given you express permission for. You may not use our IPRs on packaging, clothing, stationery, vehicles etc, unless you have our prior written permission. You may use items branded with our Trademark that we or our suppliers have provided to you, but you may only use them in accordance with our instructions.
- 11.2. You may not use our IPRs in relation to any restaurants that are not registered or active on the Platform.
- 11.3. If someone else claims or we have any other reason to believe that your use of information or designs on the Platform, including but not limited to logos, names, brand names, trademarks or any other information or designs infringes any right from us or any third party, you agree to follow any instruction we give you in relation to the use of this information or these designs. In case we receive a claim relating hereto, this might mean we suspend the Services and/or you from the Platform in accordance with Clause 15.1 until the dispute is settled.
- 11.4. During the Term, you must not do or say anything derogatory that might bring our Trademark, business or brand into disrepute or adversely affect our reputation.
- 11.5. You must stop using our IPRs on our request as soon as this Agreement ends or the Services are suspended. This means that you must stop all use of our IPRs including taking down all in-shop references to our IPRs, and you must stop all on-line and print advertising connecting your business to our platform and IPRs.
- 11.6. By entering into this Agreement with us, you confirm to us that you have the right to use your brand name, logos and any other associated information and designs in relation to your Restaurant and the Platform, and that using your brand name, logos and any other associated information and designs will not bring you into conflict with anyone else. You grant us a royalty-free licence to use your name, logo and any other of your intellectual property (including intellectual property in any photographs you send to us relating to your Restaurant or Goods) and the right to sublicense the same to third parties, to enable us to comply with our obligations under this Agreement, including the marketing activities detailed in Clause 3 above and you confirm to us that you have the ability to grant this licence to us. Your intellectual property will, however, at all times remain your property. Your licence to us will end when this Agreement ends, with the exception of the Restaurant Website domain or any marketing activities or other use which we have already initiated or planned, and/or cannot reasonably be reversed or stopped, in which case the license will continue to exist for the extent, and for as long as, reasonably needed

12. LIABILITY & INSURANCE

- 12.1. Nothing in this Agreement will limit or exclude a party's liability for: (i) death or personal injury caused by its own negligence, or the negligence of its employees, agents or contractors; (ii) fraud or fraudulent misrepresentation; or (iii) breach of any term implied by any statute or any liability which (in each case) cannot lawfully be limited or excluded.
- 12.2. Subject to Clause 12.1, we are not liable to you for: (i) any indirect damages, any loss of goodwill,

reputation, business, profits, data, actual or anticipated income or profits or loss of contract or any indirect losses (loss is indirect if, at the time this Agreement was entered into, you and we knew it might happen); or (ii) any damages, costs, direct losses (loss is direct if it is obvious that it may happen), or indirect losses, which relate to faults, breakdowns or other interruptions to the ability of Customers to place Orders.

- 12.3. Subject to Clause 12.1, our total liability to you in respect of any losses arising in connection with this Agreement howsoever caused is limited to an amount equal to an amount of money held by us on your behalf as at the date of the event giving rise to the claim.
- 12.4. You will compensate us in full against any charges (including Chargebacks), losses, damages or claims (and all related costs, (including legal fees), penalties, interest, expenses and other liabilities incurred by us in connection with a breach by you of this Agreement. In addition, you will compensate us and our Affiliates in full against any losses, damages, or claims (and all related costs, including legal fees), penalties, interest, expenses and other liabilities resulting from a third party claim against us or any of our Affiliates arising from our relationship with you as a Restaurant Partner (whether or not in the fulfilment of either party's obligations under this Agreement). You will also compensate us and our Affiliates for any loss, damages or claims, when a third party claims that we or our Affiliates have infringed the third party's intellectual property rights by (i) using or permitting the use of, or being or having been the registered proprietor of a domain name, a brand name, trademark, logo or other intellectual property, or by (ii) assisting or permitting you to use or to be a registered proprietor of such rights, which infringe the third party's rights.
- 12.5. You must maintain, at your own expense, insurance policies which are required by law and/or would be expected to be maintained as a matter of good industry practice to a reasonable level. Upon our request, you must produce evidence of having the required insurance policies.

13. ACCESS TO DATA, AND PROTECTION OF PERSONAL DATA

Access to data

- 13.1. In operating the Platform, and providing services to restaurants (including the Services we provide to you), we and certain of our Affiliates collect and have access to the data that this generates. We and our Affiliates use this data in a variety of ways and for various reasons, including analytics, operational purposes, data matching (sometimes performed by a third party service provider), and using aggregated data in communications to shareholders and in some public materials (e.g. on our website, or in our annual report). We and certain of our Affiliates also collect and have access to data relating to Orders and Customer personal data (as set out in the Takeaway.com privacy statement for Customers).
- 13.2. You have access to certain data relating to your Restaurant and Orders via the Restaurant Portal. However, you do not have access to any other data, and we do not share data relating to your Restaurant, Orders, or any other data, with any other restaurant partner.

Protection of Personal Data

- 13.3. You and we shall be separate data controllers concerning the personal data that is processed in the context of this Agreement, each for its own purposes and by its own means and/or on their respective behalf. This means that you and we are responsible for the processing of the personal data independently of each other, albeit that the Parties may – in the context of this Agreement - restrict the purposes and means for which the personal data may be used.
- 13.4. You acknowledge to be familiar with Just Eat's privacy statement for Customers and will act in accordance therewith and the Data Protection Legislation. The most recent version of the privacy statement can be found on the Platform.
- 13.5. You will not provide personal data of Customers to third parties and will not engage in communication with Customers other than for purposes of preparation and delivery of the Order.
- 13.6. You shall promptly (and without undue delay) notify us in writing of any personal data breach of which you become aware relating to personal data of Customers and keep us up to date in regard to such data breach.

- 13.7. Nothing in this Agreement or the arrangements contemplated by it, is intended to construe either party as i) the processor of the other party; or ii) joint controllers with one another, with respect to personal data that is shared by one party with the other.

14. TERM

This Agreement is valid from signature of the registration form or otherwise for an initial period of 12 (twelve) months unless terminated in accordance with its terms. After that, it will automatically renew for successive 12 (twelve) month periods unless terminated in accordance with Clause 15.

15. RESTRICTION, SUSPENSION AND TERMINATION

15.1. If:

- (a) we (acting reasonably) believe that you are in default of your obligations under this Agreement; and/or
- (b) any of the events in Clauses 15.3(b) apply to you, or in Clause 15.3(c) occur; and/or
- (c) we have the specific right to as set out in the rest of this Agreement (which we have under Clauses 7.6, 8.12, 8.14, 8.15, 8.16 11.3, 17.2, and Clause 2.8 of Section C (Supplemental Terms - Delivery)), and we validly exercise that right,

we may at any time on written notice, restrict, suspend, or terminate part of, the provision of the Services under this Agreement, including by suspending your profile on the Platform. If you operate more than one Restaurant, we are entitled to invoke this clause in respect of only one Restaurant or all of them, in our sole discretion.

15.2. If we restrict, suspend, or terminate part of, the provision of Services to you as set out in Clause 15.1 above, we will provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on) by email on or before the date on which the restriction, suspension, or termination, becomes effective. If you wish, you can clarify the facts or circumstances that led to the restriction, suspension, or termination, using our complaint-handling system. We will then engage with you to discuss these, and if we determine after that discussion that the restriction, suspension, or termination, is not appropriate, we will reinstate the applicable Services, including where applicable your profile on the Platform, without undue delay.

15.3. Without affecting any other right or remedy available, either you or we may at any time on written notice terminate this Agreement:

- (a) if the other is in significant breach of any of its obligations under this Agreement and that breach is not capable of remedy or, if the breach is capable of remedy, it has not been remedied to the satisfaction of the non-breaching party within 14 (fourteen) days' of notice of the breach by the non-breaching party;
- (b) if the other becomes insolvent, bankrupt, or enters into any similar or analogous solvency related procedure;
- (c) if a Force Majeure Event makes the provision of the Services impractical or non-commercially viable; or
- (d) you or we are required to by a legal or regulatory obligation.

15.4. You can also terminate this Agreement for convenience, but you must provide us with at least 30 (thirty) days' written notice before termination takes effect.

15.5. If we terminate this Agreement, we will give you prior notice, and also provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on), by email at least 30 (thirty) days' before termination takes effect, except where we terminate this Agreement under Clause 15.3, in which case we will give you as much reasonable prior notice as is possible in the circumstances, and we will provide the clear explanation of our reasons without undue delay (except if we are legally restricted from doing that, or we have terminated this Agreement as you have repeatedly breached you obligations, in which case we may provide that explanation).

If you wish, you can clarify the facts or circumstances that led to the termination using our complaint-handling system. We will then engage with you to discuss these, and if we determine after that

discussion that the termination is not appropriate, we will either ensure that termination does not take place or, if it already has, re-instate this Agreement, without undue delay.

- 15.6. Promptly after termination of this Agreement for any reason, we will remove your Restaurant profile from the Platform. You will return any Connection Method in your possession to us in good condition.
- 15.7. Regardless of anything else in this Agreement, you acknowledge and agree that search engines which have a licence to use your intellectual property or personal information arising from this Agreement may continue to hold or use same post termination. Cached versions of the Platform may continue to exist in the web browser and web servers of search engines and customers following termination. We will not have any liability to you in connection with these matters to the extent they lie outside of our control.
- 15.8. Your and our rights and obligations under Clauses 10, 11, 12, 13, 15.7, 18, 24, 25, 27 and 28, and any provisions of this Agreement necessary for the interpretation or enforcement of it, will continue and survive beyond termination of this Agreement.

16. YOUR AUTHORITY & CHANGES TO RESTAURANT PROPRIETORSHIP

- 16.1. Unless we have agreed otherwise in writing, we are authorised to accept instructions in respect of your account from, and provide information about your account to: (i) the person who signed this Agreement; (ii) any person who appears to us to be employed by that person or by the Restaurant; and (iii) any other person who we (acting reasonably) are satisfied has authority to act on your behalf. You must promptly provide us with any information or evidence we may request for the purpose of proving ownership of the Restaurant or its business or Premises.
- 16.2. If you sell or transfer the ownership of your business, you must advise the new owner or transferee of this Agreement and give us notice in writing of the proposed sale or transfer. If you do not give us sufficient notice and we make any payments to you that should have been made to the new owner or transferee we will not be liable to make that payment to the new owner and transferee and you will be liable to do so.
- 16.3. If we are notified or informed by a third party, of a change to the ownership of your business or other important details relating to your business (for example a change of name, or a change to bank account details) we will make reasonable efforts to contact you. If you don't respond, or if you don't give us the notice referred to in Clause 16.2, we may change the status of your Restaurant to 'offline' or terminate this Agreement. If we make any payments to you that should have been made to the new owner or transferee we will not be liable to make that payment to the new owner and transferee and you will be liable to do so.

17. CONSENTS & COMPLIANCE WITH LAWS

- 17.1. You confirm and promise that you have obtained and will maintain all necessary consents, licences, permits, registrations (including food business registration), approvals or authorisations ("**Consents**") of any relevant person or government authority in relation to your business.
- 17.2. You must notify us in writing immediately, providing all relevant information, if:
 - (a) any of the Consents are revoked, suspended or altered;
 - (b) any measures by the competent Cantonal authority for food safety have been taken against you; or
 - (c) you have reason to believe that any Goods that you have supplied or provided for supply to a Customer are unsafe.

To be clear, other than an alteration to the Consents, the occurrence of any of the events in Clause 17.2(a) to (c) constitutes a breach of this Agreement, and we reserve the right to (amongst other things) suspend your profile on the Platform in accordance with Clause 15.1

- 17.3. You must comply with all applicable laws and regulations including, without limitation in relation to health and safety, tax, data protection, food standards, (including maintaining an appropriate food safety management system) the sale of alcohol, hygiene and consumer information (including allergen labelling), and will provide reasonable evidence to us of this compliance upon reasonable request.

- 17.4. You should observe any guidance or training materials that we may provide from time to time to support your compliance with applicable laws.
- 17.5. Each party is solely responsible for self-assessing, claiming and remitting all its applicable taxes.
- 17.6. In performing your obligations under this Agreement, you must:
 - (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; and
 - (b) notify us as soon as you become aware of any actual or suspected slavery or human trafficking that has a connection with this Agreement or in any part of your business.

18. RECORDS

Each party must collect, maintain and retain accurate records relating to the proper performance of its obligations pursuant to this Agreement and/or as required by law.

19. ASSIGNMENT & SUB-CONTRACTING

Other than to an Affiliate or, in the case of Just Eat only, in relation to the procurement of Delivery Services, neither you or we have the right to assign or sub-contract all or any of our respective rights or obligations under this Agreement without the prior written consent of the other, which must not be unreasonably withheld or delayed, or where expressly permitted in this Agreement. Any consent, if given, will not affect such your or our obligations or liabilities under this Agreement.

20. FORCE MAJEURE

Neither you or we will be liable to the other as a result of any delay or failure to perform its obligations under this Agreement resulting from a Force Majeure Event.

21. WAIVER, VARIATION & THIRD-PARTY RIGHTS

- 21.1. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver (in other words, a voluntary giving-up) or prevent further exercise of that or of any other right or remedy.
- 21.2. The waiver by either party from realizing liability in case of the occurrence of any breach of this Agreement will not prevent the subsequent exercise of a right.

22. AMENDMENTS TO THIS AGREEMENT

- 22.1. We may amend this Agreement from time to time. We will notify you of any proposed amendment(s) via a message on the Restaurant Portal or via messaging on the Connection Method. Except in the limited situations described in Clause 22.3, the proposed amendment(s) will not take effect until at least 15 (fifteen) days from the date on which we notify you about them (and we will set out the effective date of the amendment(s) in the relevant notification).
- 22.2. Whenever we notify you of a proposed amendment(s) to this Agreement, you will have the right to terminate this Agreement before expiry of the applicable notice period. If you do wish to terminate, and let us know during that notice period, termination will then take effect 15 (fifteen) days from your receipt of the notification. You may also choose to give up your right to terminate by either letting us know in writing, or by taking a clear affirmative action. If we do not hear from you by the end the notice period, you will be deemed to have agreed to the amendment(s).
- 22.3. The minimum 15 (fifteen) day notice period in Clause 22.1 will not apply where:
 - (a) we are subject to a legal or regulatory obligation which requires us to amend this Agreement in a way which does not allow us to give you that length of notice period; and
 - (b) we need to amend this Agreement to address an unforeseen and imminent danger that relates to defending the Services, the Platform, Customers or restaurant partners from fraud, malware,

spam, data breaches or other cybersecurity risks.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements and understandings between the parties relating to its subject matter.

24. NOTICES

24.1. All notices under this Agreement must be in writing, and any notice sent for the purposes of this clause will be considered received:

- (a) if delivered by hand, before 5:00pm, on that Business Day;
- (b) if sent by mail, on the third Business Day after posting; or
- (c) if sent electronically, it at the time of sending unless the sender's electronic system receives a delivery failure notification.

except that a delivery by hand, mail or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

24.2. The parties agree that service of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution must not be given solely by email.

24.3. The addresses for services of notices are as specified in this Agreement and may be varied by written notice.

25. GENERAL

25.1. Any phrase introduced by the expression "including", "in particular" or any similar expression is illustrative, and will not limit the sense of the words preceding those terms.

25.2. If any of the terms or conditions of this Agreement are declared wholly or partly invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and any wholly or partly invalid term or condition will be deemed modified to the minimum extent possible to make it valid, legal and enforceable.

26. EXECUTION

This Agreement may be executed electronically. Notwithstanding the use of the words "writing," "execution," "signed," "signature," or other similar words, the parties intend that the use of an electronic signatures and the keeping of records in electronic form will have the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system.

27. COMPLAINT-HANDLING

27.1. We operate a complaint-handling system that you can use free of charge. It allows you to submit complaints to us across a range of issues, and we will deal with any complaints transparently, equally and proportionately.

27.2. You can submit a complaint to us via the Restaurant Portal, email or telephone. For the contact details, please refer to our contact section in the Restaurant Portal via <https://restaurants.takeaway.com/contact>.

All complaints will be dealt with appropriately by the person receiving them, and as part of that may then be escalated internally so that the appropriate Just Eat internal team can then consider it and respond to you (for example, we have internal compliance and legal teams that deal with certain types of complaint). We will respond to all complaints as soon as we reasonably can.

28. MEDIATORS, GOVERNING LAW AND JURISDICTION

- 28.1. Mediation is a process where a neutral third party facilitates negotiations between the parties to a dispute to help them come to an outcome that they can all agree on. We work with the Centre for Effective Dispute Resolution ("CEDR"), who we are willing to engage with to attempt to reach an agreement with you on the settlement, out of court, of any disputes we may have with you arising out of this Agreement, including complaints that could not be resolved by means of our complaint-handling system referred to in Clause 27. Although mediation is a voluntary process, you and we both agree to engage in good faith throughout any mediation attempts, and to also do so in accordance with the CEDR Model Mediation Procedure.
- 28.2. You and we both agree to notify the other in writing if one of us wishes to submit a dispute to mediation. Unless you and we agree otherwise within 14 (fourteen) days of that notice, the mediator will be nominated by CEDR. We will bear a reasonable proportion of the total costs of mediation. Any attempt to reach an agreement through mediation on the settlement of a dispute will not affect your or our right to initiate court proceedings at any time before, during or after the mediation process. Let us know if you need any further information of the functioning and effectiveness of mediation.
- 28.3. This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it will be governed by and construed in accordance with Swiss law.
- 28.4. The commercial courts of Zurich, Switzerland will have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.

SECTION C. SUPPLEMENTAL TERMS - DELIVERY SERVICES

1. APPLICATION

This Section C applies where we have agreed to procure Delivery Services for you.

2. JUST EAT RIGHTS AND OBLIGATIONS

In procuring the Delivery Services, we:

- 2.1. will use commercially reasonable efforts to have the Order delivered to the Customer;
- 2.2. may charge each Customer a fee on a per Order basis for Delivery (which we may vary from time to time);
- 2.3. may determine the service times during which Delivery Services are offered, which may vary depending on the Restaurant and area;
- 2.4. may determine the maximum distance that will be permitted between a Restaurant and the Customer for a particular Order, which will be determined based on radius and polygon analysis and may change from time to time at our discretion;
- 2.5. have the right to withdraw Delivery Services for an Order within a reasonable timeframe following receipt of the Order confirmation, if the Delivery Services cannot be performed on time due to capacity problems, in which case you will be reimbursed for reasonable costs made on a case-by-case basis;
- 2.6. reserve the right to set a minimum Order value before any Orders using our Delivery Services are processed and accepted;
- 2.7. have the right to charge you for all reasonable costs made if, and insofar, an Order cannot be delivered or is substantially delayed due to a cause attributable to you;
- 2.8. may suspend or cease to provide Delivery Services in accordance with Clause 15.1 of the General Terms if you do not comply with any reasonable rules or guidelines relating to Orders for delivery which we may give you notice of from time to time, or in the event of Force Majeure.

3. RESTAURANT OBLIGATIONS

Where we procure the Delivery Services, you must:

- 3.1. choose a Preparation Time for each Order received via the Connection Method and then confirm the Order; after confirmation of the Order, the Preparation Time cannot be changed;
- 3.2. prepare the Goods which have been requested in the Order so they are ready for collection by us at the agreed pick-up time;

- 3.3. use packaging which is suitable for delivery (including by preventing cross-contamination and maintain safe temperatures of the food during delivery) and does not exceed the size of the delivery bag (45cm x 42cm x 42cm) used by the Courier to deliver the Order;
- 3.4. check each Order to ensure it is accurate, complete and contains all the Goods ordered;
- 3.5. ensure that accurate allergen information relevant to that Order is provided with the Goods at the point of collection;
- 3.6. ensure the Order number you hold corresponds with the Order number presented by us or the Delivery Partner (as applicable); and
- 3.7. take reasonable steps to avoid significant delays in handing Orders to us or the Delivery Partner (as applicable).

4. CHARGES AND INVOICING

For each Order picked up or delivered using Delivery Services, you must pay the relevant Fees set out in the Agreement which may apply. This will be included in each Tax Invoice/Statement.

SECTION D. SUPPLEMENTAL TERMS – STAMPCARDS

1. APPLICATION

This Section D applies in case you have signed up for the Stampcard Program.

2. PARTICIPATION

2.1 To participate in the Stampcard Program and award Stamps to Customers, you need to sign up for the Stampcard Program. You can sign up by ticking the relevant option on the registration form if available, by registering via our customer service or by clicking the 'Join Now' button in the Restaurant Portal.

2.2 We may refuse the participation of a Restaurant in the Stampcard Program at our sole discretion.

3. STAMPS

3.1 Stamps are awarded exclusively by you to a Customer. We are only the technical provider of the Stampcard Program.

3.2 Customers with a valid email address will automatically receive 1 Stamp for an Order placed at your Restaurant. Customers can receive a maximum of 1 Stamp per day.

3.3 Within 48 hours of placing an Order with your Restaurant, a Customer that is signed up for the Just Eat newsletter will automatically receive an email with an up-to-date overview of Stampcard of that Restaurant and a link to the total overview of Stampcards.

3.4 A Stampcard is full and complete after having collected five Stamps from the same Restaurant. A Stampcard Voucher will be emailed to the Customer within 48 hours after the Stampcard is full.

3.5 Stamps expire 12 months following the date the Stamps have been awarded to the Customer.

3.6 Stamps are not transferable between Restaurants, Customers, email addresses, Stampcards or otherwise.

3.7 We will correct Stamps that were awarded while the Order and/ or payment thereof was cancelled. However, if such Stamp completed a Stampcard and resulted in the generation of a Stampcard Voucher, the Stamp is considered valid and the Stampcard Voucher will be redeemable.

4. STAMPCARD VOUCHERS

4.1 A Stampcard Voucher:

- can only be redeemed with an Order with the Restaurant from which the Stamps were received;
- can only be redeemed in combination with an online payment; and

- cannot be combined with other vouchers of any kind.

4.2 The Stampcard Voucher is redeemable up and until 90 days after the Stampcard Voucher was issued.

4.3 The value of a Stampcard Voucher equals 10% of the total Order amount of the five Orders for which the Stamps were collected.

4.4 The costs of a redeemed Stampcard Voucher are for your account.

4.5 The total amount that is paid by Customers with Stampcard Vouchers in your Restaurant will be visible on the Statement in the Restaurant Portal.

4.6 The Fees you owe to us will be based on the Gross Order Value of the Order, thus also over the amount of the Stampcard Voucher if a Stampcard Voucher is used

5. DURATION, MODIFICATION AND TERMINATION OF THE STAMPCARD PROGRAM

5.1 You are free to terminate your participation in the Stampcard Program for convenience with respect to a prior 15 (fifteen) days' written notice. You can do so by contacting our customer service. Termination will not affect the validity of existing Stampcard Vouchers in any way.

5.2 If a Customer has collected Stamps that can no longer be redeemed because you terminated your participation in the Stampcard Program, we may claim the amount corresponding to the value of the outstanding Stamps from you.

5.3 We reserve the right to cancel the Stampcard Program for convenience with a prior 30 (thirty) days' written notice. In case of cancellation of the Stampcard Program, Customers can no longer collect Stamps. However, Stampcard Vouchers will remain valid until their expiration date.

5.4 We reserve the right to withhold or suspend your Restaurant from participation in the Stampcard Program in case of a reasonable (suspected) violation of the Agreement.