



FOODELO PLATFORM TERMS OF SERVICE

Last Updated: April 15, 2026

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY AS IT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND FOODELO SOLUTIONS LIMITED (AS FURTHER DEFINED IN SECTION 1 OF PART I) IN RESPECT OF ACCESS AND USE OF FOODELO 'S WEBSITE LOCATED AT WWW.FOODELO.AFRICA, AND ANY SUBDOMAINS USED IN CONNECTION WITH OR RELATED TO THE SAME AND ANY FUTURE VERSIONS (THE “**WEBSITE**”) AS WELL AS FOODELO MOBILE APPLICATIONS (THE “**FOODELO PLATFORM APP**”)(TOGETHER THE FOODELO PLATFORM APP AND THE WEBSITE CONSTITUTE THE “**FOODELO PLATFORM**”) THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE FOODELO PLATFORM, INCLUDING USERS WHO ARE VENDORS OF GOODS OR PROVIDERS OF COURIER SERVICES TO OTHER USERS OF THE FOODELO PLATFORM, USERS WHO PURCHASE GOODS OR SERVICES THROUGH THE FOODELO PLATFORM, USERS WHO DOWNLOAD THE FOODELO PLATFORM APP AND USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE WEBSITE. YOU MUST HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION IN ORDER TO PLACE ORDERS THROUGH THE FOODELO PLATFORM AS A CUSTOMER OR TO OPERATE AS A VENDOR OR COURIER (AS SUCH TERMS ARE DEFINED IN SECTION 2 OF PART I). IF YOU ARE USING THE FOODELO PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF SERVICE. THE TERM “**USER**”, “**YOU**” OR “**YOUR**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, ACCESSING OR OTHERWISE USING FOODELO PLATFORM OR THE

FOODELO SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE FOODELO PLATFORM AND THE FOODELO SERVICES ARE MADE AVAILABLE TO FACILITATE THE ORDERING OF FOOD, BEVERAGES, MEDICAMENTS OR OTHER PRODUCTS PROVIDED BY VENDORS THAT MAY BE DELIVERED BY COURIERS. YOU UNDERSTAND THAT FOODELO 'S TECHNOLOGY AND SERVICES FACILITATE THESE TRANSACTIONS IN CERTAIN JURISDICTIONS ONLY AND THAT FOODELO IS NOT A VENDOR OR COURIER (IN SOME CIRCUMSTANCES) NOR IS FOODELO RESPONSIBLE FOR FULFILLING ORDERS PLACED BY CUSTOMERS WITH VENDORS OR COURIERS. **BY ACCESSING, BROWSING AND USING THE FOODELO PLATFORM, YOU INDICATE THAT YOU HAVE READ AND ACCEPT THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN YOU MAY NOT ACCESS OR USE THE FOODELO PLATFORM OR FOODELO SERVICES OR ANY OF THEIR CONTENT OR SERVICES.**

IMPORTANT NOTICE: PLEASE BE AWARE THAT SECTIONS 9 AND 10 OF PART I CONTAIN IMPORTANT DISCLAIMERS AND LIMITATIONS OF LIABILITY. IN ADDITION, SECTION 12 OF PART I CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ALTERNATIVE DISPUTE RESOLUTION PROCESS AND YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE BY FOODELO IN ITS SOLE DISCRETION AT ANY TIME TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. When changes are made, Foodelo will make a new copy of the Terms of Service

available on the Foodelo Platform. We will also update the "Last Updated" date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an account we may also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms of Service. Any changes to the Terms of Service will be effective immediately after posting notice of such changes on the Foodelo Platform. Foodelo may require you to provide consent to the updated Terms of Service in a specified manner before further use of the Foodelo Platform and/or the Foodelo Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Foodelo Platform and/or the Foodelo Services. Otherwise, your continued use of the Foodelo Platform and/or Foodelo Services constitutes your acceptance of such change(s).

PLEASE REGULARLY CHECK THE FOODELO PLATFORM TO VIEW THE MOST CURRENT TERMS.

I. GENERAL TERMS

1. Foodelo Parties

- a. If you are accessing or using the Foodelo Platform in the Federal Republic of Nigeria, these Terms of Service form an agreement between you and Foodelo Solutions Limited ("Foodelo Africa"), a company incorporated under the laws of the Federal Republic of Nigeria.

In accordance with the provisions of the applicable legislation(s), the following Nigeria identification details of the website/mobile app owner are provided below:

- Company name: Foodelo Solutions Limited
- Registered address: 15, Obanikoro Compound, Obanikoro, Lagos State.
- Tax Identification Number (NRS): 2522532665909

- b. For non-Nigeria Users, use of the terms “Foodelo”, “us”, “we” or “our” means Foodelo Africa.
- c. If you are accessing or using the Foodelo Platform within the United States, these Terms of Service form an agreement between you and Foodelo, Corp. (“Foodelo US”), which is a different entity from Foodelo registered in Nigeria. For U.S. Users, use of the terms “Foodelo”, “us”, “we” refers to Foodelo U.S.
- d. Foodelo Africa, Foodelo U.S., and their affiliates, officers, directors and employees, are referred to in these Terms of Service as the “Foodelo Group”. For the avoidance of doubt, the Foodelo Group does not include any third parties such as Vendors and Couriers (as such terms are defined in Section 2 of Part I offering goods or services through the Foodelo Platform.

2. Users and Applicable Legal Terms

- a. **Definition of Users.** The Foodelo Platform facilitates the ordering by consumers/end users of the Foodelo Platform (“**Customers**”) of food, drinks, and other products (collectively “**Goods**”) offered by restaurants and store owners through the platform (“**Vendors**”) and the delivery of such Goods through Foodelo owned or independently contracted couriers who are users of the Foodelo Platform (the “**Couriers**”). Collectively, Customers, Vendors and Couriers constitute “**Users**” of the

Foodelo Platform and these Terms of Service apply to all Users.

- b. **Foodelo Privacy Policy.** Please note that important information about Foodelo's practices on the collection, use and disclosure of Users' personal information submitted via the Website, or the Foodelo Mobile App is governed by our Privacy Policy, the terms of which are incorporated into this Terms of Service. Please see further: <https://www.Foodelo.africa/privacy-policy> ("**Privacy Policy**").
- c. **Additional Terms for Vendors and Couriers.** In addition to these Terms of Service and the Privacy Policy, Vendors and Couriers may be subject to additional terms agreed in separate agreements with Foodelo in respect of the goods/services offered by such Users and commission to be paid by Vendors to Foodelo. In the event of any conflict between these Terms of Services and the separate agreement you have with Foodelo, the terms of the separate Foodelo agreement will govern.
- d. **Additional Terms for Customers.** Specific terms on ordering are set out in Part II of these Terms of Service. Vendors may have additional privacy policies or statements which govern their practices in collecting, storing, using, and disclosing your Personal Information when you order from them. Please read those additional privacy policies or

statements carefully. You hereby represent and warrant to Foodelo that you have familiarized yourself and agree with those privacy policies or statements imposed by any Vendor with whom you elect to deal through the Foodelo Platform.

- e. **Additional Terms for All Users.** Voucher Terms and Contest Rules are addressed in Part III of this Terms of Service.
- f. [Foodelo Platform User Code](#). The Foodelo Social Code applies equally to all Users. Foodelo may from time to time implement additional guidelines and codes of conduct for use of the Foodelo Platform and Customer Services. Any such terms will be notified to Users and will be incorporated by reference into these Terms of Service.
- g. **Additional Terms and Conditions for Foodelo Platform App Users.** To the extent the other terms and conditions of these Terms of Service are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to the use of Google Maps services and content, or to the Foodelo Platform App if downloaded from the Apple App Store or the Google Play Store.

The Foodelo Platform may use services and content from Google Maps or Google Earth. You acknowledge and agree that you are bound by

the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)).

The following additional terms and conditions apply to you if you are using a Foodelo Platform App. You acknowledge and agree that:

These Terms of Service are entered into between you and Foodelo . Neither Apple, Inc. ("**Apple**") nor Google, Inc. ("**Google**") (collectively, the "download service providers") are parties to this Terms of Service agreement nor will they have obligations with respect to the Foodelo Platform App. The applicable Foodelo party not Apple or Google, is solely responsible for the Foodelo Mobile App, including any maintenance and support, and the content thereof as set forth hereunder. However, the download service providers, along with their respective subsidiaries, are third-party beneficiaries of these Terms of Service. Upon your acceptance of these Terms of Service, the download service provider used to obtain the Foodelo Platform App will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary. If Foodelo fails to conform to any applicable warranty, you may notify the download service provider used to obtain the Foodelo Platform App and they will refund the purchase price (if any) of the Foodelo

Platform App in accordance with their policies, and, to the maximum extent permitted by applicable law, the download service provider used to obtain the Foodelo Platform App will have no other warranty obligation whatsoever with respect to the application and, as between the download service provider used to obtain the Foodelo Platform App and Foodelo , any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is Foodelo's responsibility. You and us both acknowledge that Foodelo , not the download service provider used to obtain the Foodelo Platform App, is responsible for addressing or facilitating the resolution of any end-user or third-party claims related to the Foodelo Platform App, including, but not limited to: (a) product liability claims, (b) any claim that the Foodelo Platform App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar law. Further, you and us both acknowledge that, in the event of any third-party claim that the Foodelo Platform App or your possession or use of the Foodelo Platform App infringes on that third party's intellectual property rights, as between Foodelo and the download service provider used to obtain the Foodelo Mobile App, the Foodelo Mobile App will be solely responsible for the investigation,

defence, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a Nigerian Government embargo, or that has been designated by the Nigerian Government as a "terrorist supporting" country, and you are not listed on any Nigeria Government list of prohibited or restricted parties.

- h. **Foodelo Rewards.** If you use the Foodelo Platform as a Customer, you will be deemed to have accepted the Foodelo Rewards Terms (i) when you request that we create a Foodelo Account for you, if you do not yet have a Foodelo Account when this version of the Terms of Service comes into effect, or (ii) when this version of the Terms of Service comes into effect or otherwise becomes binding on you, if you already have a Foodelo Account at that time.

3. Foodelo Accounts

- a. **Accurate Information.** You represent and warrant that all information supplied by you on the Foodelo Platform (including information provided by you to create an account for use of the Foodelo Platform (a "**Foodelo Account**")) or in connection with your use of the Foodelo Services is true, accurate, current and complete.
- b. **Security of Foodelo Accounts.** Any Foodelo Account must be kept secure, and you agree that

you will not share or disclose your Foodelo Account credentials with anyone. No members of the Foodelo Group will be liable for any loss or damage arising from your failure to safeguarding your Foodelo Account, use a strong password or limit its use to your Foodelo Account. You may browse some of the Foodelo Platform without creating a Foodelo Account.

c. **Discretionary Access to Foodelo Accounts.**

Foodelo reserves the right to deny your request for a Foodelo Account (including usernames) and to disable or terminate access to any Foodelo Account (including usernames) issued to you at any time in Foodelo 's sole discretion. If Foodelo disables access to a Foodelo Account issued to you, you will be prevented from accessing the Foodelo Platform or the Foodelo Services, your Foodelo Account details, Orders, or other information that is associated with your Foodelo Account.

d. **Suspension, Term, Termination and Deletion of Foodelo Accounts.**

We may suspend or terminate your ability to access the Foodelo Platform, or cease providing you with all or part of the Foodelo Services at any time for any or no reason, including, if we believe: (i) you may have violated these Terms of Service, (ii) you may create risk or possible legal exposure for us; (iii) prolonged inactivity; or (iv) our provision of the Foodelo Services to you is no

longer commercially viable. Suspension or termination may also include removal of some, or all the materials uploaded by you. We may make reasonable efforts to notify you by the email address associated with your account, through the Foodelo Platform or the next time you attempt to access your account, depending on the circumstances. You acknowledge and agree that all suspensions or terminations may be made by Foodelo in its sole discretion and that no members of the Foodelo Group will be liable to you or any third-party for any suspension or termination of your access or for the removal of any of the materials uploaded by you to the Foodelo Platform. Any suspension or termination of this Agreement by Foodelo will be in addition to all other rights and remedies that Foodelo may have.

- e. **Account Deletion and Termination.** You may request the deletion of your account by requesting (by email or through any then-available interfaces) that your Foodelo Account be deleted, ceasing use of the Foodelo Platform, the Foodelo Services and uninstalling and removing all local software components thereof, if any. If you request deletion of your Foodelo Customer Account, we may disable your Foodelo Customer Account but keep the disabled Foodelo Customer Account for fraud prevention or other lawful purposes. If we have

received all outstanding payment from you, you may request termination these Terms of Service at any time by requesting by email (or any then-available interface on the Foodelo Platform) that your Foodelo Account be deleted. We may terminate these Terms of Service at any time by giving notice to you, at our discretion, by email at your current email address on file with us or through the Foodelo Platform.

4. Licensed Access to The Foodelo Platform and Permitted Use

- a. Subject to your compliance with these Terms of Service, Foodelo hereby grants you a personal, revocable, non-exclusive, and non-transferable license to use the Foodelo Platform in accordance with these Terms of Service in the following manner depending on the type of User that you are:
 - i. for Customers, you may use the Foodelo Platform to view menus provided by Vendors, create an account, place orders, and pay for Goods (including the delivery of Goods) (each an "**Order**"). You may also use feedback features of the Foodelo Platform to rate, post comments, rating and reviews on Goods, Vendors and Couriers (as applicable);

- ii. for Vendors, you may create an account and use the Foodelo Platform to manage the offer and fulfilment of Orders; and
- iii. for Couriers, you may create an account and use the Foodelo Platform to manage and fulfill requests for deliveries of Orders,

(i)-(iii) constitute the "**Permitted Use**" as applicable for a specific type of User.

b. **Reservation of Rights.** Foodelo retains the right, at its sole discretion, to deny access to anyone to the Foodelo Platform or the Foodelo Services, at any time and for any reason (or no reason at all), including, but not limited to, for violation of these Terms of Service or use other than the Permitted Use. You will cease and desist from any such access or use of the Foodelo Platform or Foodelo Services immediately upon request by Foodelo .

c. **Geographic Application of the Foodelo Platform.** The Foodelo Platform and/or specific services may not be available at all or any times and in all or any jurisdictions. Furthermore, nothing on the Foodelo Platform constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation may be prohibited by law.

- d. **Changes to the Foodelo Platform.** Foodelo reserves the right to change or allow a third party to change any information, material, or content (including, but not limited to, price, features, availability of Goods, menus, Vendors, posting and rating/reviews of Vendors) contained on or provided through the Foodelo Platform (the "Content") at any time, and from time to time, without notice. For greater certainty, the Content include the User Content (as defined below).

5. No Unlawful or Prohibited Use

You may not, without Foodelo 's prior written permission, use the Foodelo Platform, the Foodelo Services, or any Content (including other User's User Content) for purposes other than the applicable Permitted Use. Without limiting the generality of the foregoing, you will not, and will not permit anyone else to, or attempt to use the Foodelo Platform and/or the Content to:

- a. "frame", "mirror" or otherwise incorporate the Foodelo Platform, the Foodelo Services or the Content or any part thereof on any commercial or non-commercial website;
- b. access, monitor or copy any part of the Foodelo Platform, the Foodelo Services or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without Foodelo 's express written permission;
- c. violate any laws;

- d. violate the restrictions in any robot exclusion headers on the Content or the Foodelo Platform or bypass or circumvent other measures employed to prevent or limit access to the Foodelo Services or the Foodelo Platform;
- e. remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the Foodelo Platform or the Content;
- f. modify or attempt to modify (or permit anyone else to modify or attempt to modify) the Foodelo Platform, or any Vendor menu, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Foodelo Platform;
- g. forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Foodelo Platform or impersonate another person or organization or misrepresent their affiliation with a person or entity;
- h. attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Foodelo Platform or the Foodelo Services;
- i. copy, reproduce, modify, translate, distribute, transfer, sell, publish, broadcast, perform, transmit,

- license or circulate in any form any part of the Foodelo Platform or the Content;
- j. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Foodelo Platform;
- k. create derivative works based on the Foodelo Platform, the Foodelo Services or the Content, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Foodelo Platform, the Foodelo Services or the Content;
- l. use of access the Foodelo Platform in a manner that violates the rights (including, but not limited to contractual, intellectual property or proprietary rights) of any third party; or
- m. upload to or transmit through the Foodelo Platform any information, images, text, data, media, or other content that is offensive, harmful, tortuous, hateful, obscene, defamatory or violates any laws or is otherwise objectionable, in each case as determined by Foodelo in its sole discretion.

6. Intellectual Property Terms

a. Content and Intellectual Property

- i. **Foodelo Content and Intellectual Property Rights.** The Foodelo Platform and all content contained therein (excluding User Content as

defined in Section 6(b) below), is owned or licensed by Foodelo and protected by copyright, trademark, and other intellectual property laws ("Foodelo Content"). Foodelo expressly reserves all rights in the Foodelo Platform and all materials provided by Foodelo in connection with these Terms of Service that are not specifically granted to you. You acknowledge that all right, title and interest in the Foodelo Platform, all materials provided by Foodelo in connection with these Terms of Service (including the Foodelo Content), and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Foodelo (or third party suppliers or licensors, if applicable), and that the Foodelo Platform and all materials provided by Foodelo hereunder are licensed and not "sold" to you.

- ii. **User Content.** All information, data, text, software, music, sound, photographs, graphics, video,

messages, or other materials, whether publicly posted or privately transmitted to the Foodelo Platform by Users ("User Content"), is the sole responsibility of such Users. This means that the User, and not members of the Foodelo Group, are entirely responsible for all such material uploaded, posted, emailed, transmitted, or otherwise made available on the Foodelo Platform. Foodelo may monitor User Content from time to time, but Foodelo does not guarantee the accuracy, integrity or quality of such content. Under no circumstances will any members of the Foodelo Group be liable in any way for any User Content including for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Foodelo Platform. To the extent your User Content contains any personally identifiable information, that data is handled in accordance with the Foodelo Privacy Policy and all other

User Content will be considered non-confidential.

- iii. **User-Related Content.** Foodelo may collect data, information, records, files, material or other content from your local computer (including mobile) system or from third parties with your permission, and (in each case) including all results from processing such data, including compilations, and derivative works thereof ("User-Related Content"). You grant to Foodelo Group a perpetual, transferrable, irrevocable, royalty-free, worldwide, and sublicensable license to access, collect, store and use any such User-Related Content. To the extent your User-Related Content contains any personally identifiable information, that data is handled in accordance with the Foodelo Privacy Policy. User-Related Content is not considered confidential or proprietary.

- b. **User Content License to Foodelo .** By submitting, posting or displaying User Content on or through

the Foodelo Platform or otherwise to Foodelo , you grant Foodelo Group, a worldwide, non- exclusive, royalty-free, perpetual, transferable, and fully sublicensable right to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform display and otherwise use User Content, in whole or in part. You further grant Foodelo the right (although Foodelo does not have the obligation) to pursue at law any person or entity that violates your or Foodelo 's rights in the User Content by a breach of these Terms of Service. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any User Content that you submit. For the avoidance of doubt, Foodelo has no obligation to post or display any User Content on the Foodelo Platform.

- c. **Use of Foodelo Content and User Content by other Users.** You may only use Foodelo Content and other Users Content (eg. menus provided by Vendors) for the applicable Permitted Use. If you print extracts from the Foodelo Platform for your own personal, non- commercial use, you must not modify the digital or papers of such materials or use any graphics, pictures, photographs, or videos separately from any accompanying text.

d. **Terms on Submissions/Feedback and Other User Content**

- i. **Creating Submissions and Other User Content.** Through the capabilities of the Foodelo Platform you may be able to provide ratings/reviews, suggestions, or other feedback ("**Submissions**"). Submissions are a subset of User Content. In creating and posting any Submissions (or other User Content) you represent and warrant that you will not post or transmit to or from the Foodelo Platform any material or content which does or may:

1. Breach any applicable local, national or international law;
2. Be unlawful or fraudulent;
3. Amount to unauthorised advertising;
4. Contain any defamatory, obscene or offensive material;

5. Promote violence or discrimination;
6. Infringe the intellectual property rights of another person;
7. Breach any legal duty owed to a third party (such as a duty of confidence);
8. Promote illegal activity or invade another's privacy;
9. Give the impression that they originate from us; or
10. Be used to impersonate another person or to misrepresent your affiliation with another person.

You will be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your

posting of Submissions or other User Content to the Foodelo Platform.

- ii. **Status of Submissions on the Foodelo Platform.** We reserve the right to remove or edit at any time any Submissions or other User Content posted, uploaded, or transmitted to the Foodelo Platform that we determine breaches the restrictions in Section 6(d)(i) above or is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any reason. Any Submissions on the Foodelo Platform is for information purposes only and does not constitute advice from us or the opinions of anyone within the Foodelo Group. User Content may reflect the opinions of Customers who have ordered through the Foodelo Platform and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, no members of the Foodelo Group assume any responsibility or liability to any

person for any User Content, including without limitation any mistakes, defamation, obscenity, omissions, or falsehoods that you may encounter in any such materials.

iii. **Public Display of Submissions.**

You acknowledge that Foodelo may choose to provide attribution of your Submissions (for example, listing a date, User's name and city on a User's rating/review that you submit) at Foodelo 's discretion, and that such User Content may be visible to other Users and visitors to the Foodelo Platform. By providing a rating/review you acknowledge and consent to us using your given name in association with the rating/review. All ratings/reviews that we receive may be moderated before we publish them. We may do this to make sure that ratings/reviews fit our content guidelines.

- e. **Note on Privacy.** If you access any Person Information through or in connection with the Foodelo Platform you agree that you will treat such Personal Information in accordance with Foodelo 's

current Privacy Policy and you will not collect or harvest any Personal Information, including Personal Information of other users, except as permitted by these Terms of Service.

7. Advertising and Third-Party Websites

- a. If you elect to have any business dealings with anyone whose products or services may be advertised on the Foodelo Platform, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that no member of the Foodelo Group will have any responsibility or liability for any losses or damages that you may incur as a result of any such dealings.
- b. The Foodelo Platform may provide links to third party websites and such links are provided solely for your convenience. Third party websites: Links to third party websites on the Foodelo Platform are provided solely for your convenience. If you use these links, you leave the Foodelo Platform. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the

Foodelo Platform, you do so entirely at your own risk.

- c. Foodelo reserves the right to prohibit or remove (or require you to remove) any link to the Foodelo Platform, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

8. Availability and Updates

- a. Foodelo may alter, suspend, or discontinue the Foodelo Platform or Service at any time and for any reason or no reason, without notice. The Foodelo Platform or Service may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. Foodelo may periodically add or update the information and materials on this the Foodelo Platform without notice.
- b. While we try to ensure the Foodelo Platform is normally available twenty-four (24) hours a day, we do not undertake any obligation to do so, and no members of the Foodelo Group will be liable to you if the Foodelo Platform is unavailable at any time or for any period.
- c. Foodelo may upgrade or alter the Foodelo Platform at any time. Foodelo may remotely access the Foodelo Platform (including for greater certainty any Foodelo Platform App) at any time for any lawful

reason, in particular to update the software or to perform software maintenance.

9. DISCLAIMERS

THE LAWS OF CERTAIN JURISDICTIONS,, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE TERMS OF SERVICE (INCLUDING THE FOLLOWING DISCLAIMERS AND LIMITATIONS OF LIABILITY) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS.

- a. **Content:** While we try to ensure that information on the Foodelo Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the Foodelo Platform including to Goods and prices described on it, at any time without notice. The material on the Foodelo Platform may be out of date, and we make no commitment to update that material.
- b. **Allergy, dietary and other menu information:** We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menus that are provided to us by Vendors. However, it is the Vendors that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If

you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Vendor directly before ordering.

- c. **Vendor actions and omissions:** The legal contract for the supply and purchase of Goods is between the Customer and the Vendor that you place your Order with. We have no control over the actions or omissions of any Vendor or Courier. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Foodelo Platform:

- i. We do not give any undertaking that the Goods ordered from any Vendor through the Foodelo Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.
- ii. Estimated times for deliveries and pick-ups are provided by the Vendors and are only estimates. Neither we nor the Vendors or Couriers guarantee that Orders will be delivered or will be available for pick-up within the estimated times.
- iii. We encourage all Vendors accept all Orders and to communicate any rejection promptly, and we will notify

you (generally by email) as soon as reasonably practicable if a Vendor rejects your Order. However, we do not guarantee that Vendors will accept all Orders, and Vendors have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

The foregoing disclaimers do not affect Customer's statutory rights against any Vendor or Courier.

d. Service Disclaimers

- i. **Viruses.** The downloading and viewing of the Foodelo Platform or the Content is done at your own risk. Foodelo cannot and does not guarantee or warrant that the Foodelo Platform or the Content are compatible with your computer system or that the Foodelo Platform or the Content, or any links from the Foodelo Platform or the Content, will be free of viruses, worms, malware, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for

implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs, or connections of and to your computer system that may be necessary as a result of your use of the Foodelo Platform.

ii. **Communications Not Confidential.**

Foodelo does not guarantee the confidentiality of any communications made by you through the Foodelo Platform.

Although Foodelo generally adheres to the accepted industry practices in securing the transmission of data to, from and through the Foodelo Platform, you understand, agree and acknowledge that Foodelo cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Foodelo Platform.

10. NO IMPLIED WARRANTIES; LIMITATIONS OF LIABILITY.

- a. **NO IMPLIED WARRANTIES.** THE FOODELO SERVICES, THE FOODELO PLATFORM AND THE CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY

KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, FOODELO DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE FOODELO SERVICES, FOODELO PLATFORM AND THE CONTENT WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT THE FOODELO SERVICES, THE FOODELO PLATFORM OR THE CONTENT ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

- b. **EXCLUSION OF INDIRECT DAMAGES.** IN NO EVENT WILL FOODELO OR ANY MEMBER OF THE FOODELO GROUP BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT

FOODELO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE FOODELO SERVICES, THE FOODELO PLATFORM OR THE CONTENT.

- c. **NO RESPONSIBILITY FOR VENDORS AND COURIERS.** VENDORS AND COURIERS OFFERING GOODS OR SERVICES THROUGH THE FOODELO PLATFORM ARE INDEPENDENT PERSONS OR ORGANIZATIONS AND NOT REPRESENTATIVES, AGENTS, OR EMPLOYEES OF FOODELO. FOODELO IS THEREFORE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONTRACTUAL BREACHES OR NEGLIGENCE OF ANY VENDORS OR COURIERS OR FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY WHATSOEVER FOR THE PRODUCTS OR SERVICES OFFERED BY VENDORS OR COURIERS.
- d. **LIMITATION OF LIABILITY.** TO THE EXTENT THAT THE FOREGOING LIMITATIONS DO NOT APPLY, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF THE FOODELO GROUP IN CONNECTION WITH OR UNDER THESE TERMS OF SERVICE, INCLUDING IN

CONNECTION WITH YOUR USE OF, OR INABILITY TO MAKE USE OF, THE FOODELO SERVICES, THE FOODELO PLATFORM OR THE CONTENT EXCEED: (I) THE FEES PAID BY YOU IN THE PRECEDING 4 MONTHS; OR (II) NGN ₦5,000 (FIVE THOUSAND NIGERIAN NAIRA), WHICHEVER IS LOWER. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF SERVICE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

- e. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Foodelo Platform, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

THE LIMITATIONS ABOVE REFLECTS A FAIR ALLOCATION OF RISK BUT FOR WHICH FOODELO WOULD NOT MAKE THE FOODELO PLATFORM AND/OR FOODELO SERVICES AVAILABLE TO USERS. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Indemnification

You agree to defend, indemnify and hold harmless Foodelo Group, its licensors and their directors, officers, agents, contractors, partners, representatives and employees from and against any threatened or actual claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal fees, incurred in connection with or as a result of:

- a. your breach of these Terms of Service or any documents referenced herein.
- b. your violation of any law or the rights of a third party (including, without limitation, intellectual property rights);
- c. your breach of or failure to perform in respect of any Orders made by you or by any third party acting on your behalf or with your permission; or

Foodelo reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by Foodelo .

12. Governing Law and Dispute Resolution

- a. **Governing Law.** These Terms of Service will be governed by the laws of the Federal Republic of Nigeria, unless you access the Foodelo Platform or receive the Foodelo Services in United States, in which case the laws of the United States of America apply to the extent of such access or use of the

Foodelo Services, and the federal laws of Nigeria applicable therein. These laws apply to your access to or use of the, the Foodelo Platform, the Foodelo Services, or the Content, notwithstanding your domicile, residency, or physical location. The Foodelo Platform, the Foodelo Services and the Content are intended for use only in jurisdictions where they may lawfully be offered for use.

b. **Dispute Resolution Process.**

- i. Except to the extent restricted by applicable law, if there is any dispute or controversy between (1) you and (2) Foodelo or any members of the Foodelo Group, including any dispute or controversy arising out of or relating to these Terms of Service, the Foodelo Platform or Foodelo Services, any interactions or transactions between (1) you and (2) Foodelo or any members of the Foodelo Group, or in respect of any legal relationship associated with or derived from these Terms of Service, including the validity, existence, breach, termination, construction or application, or the rights, duties or obligations of you or us, (each, a "**Dispute**"), the disputing person

will serve notice on the other person and each you and us must use good faith efforts to resolve the Dispute informally.

- ii. Except to the extent restricted by applicable law, if the Dispute is not resolved after twenty (20) business days of a person serving notice on the other party that there is a Dispute, you and us agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Nigeria Arbitration and Conciliation Act of 2023 (As Amended) The seat of the arbitration will be Lagos, Nigeria or wherever convenient or necessary acting reasonably. There will be no appeals of any kind. The language of the arbitration will be English unless otherwise required by applicable law or agreed to by you and us. Foodelo will pay the reasonable arbitration costs.
- iii. Except to the extent restricted by applicable law, you and us agree

that you and us will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join, or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against any members of the Foodelo Group.

- iv. Nothing in this Section will prohibit us from seeking interim measures from a court, including preliminary or injunctive relief of breach of you of any intellectual property rights.

13. Miscellaneous

- a. **Interpretation.** Unless the context clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” and (d) references to “hereunder” or “herein” relate to this Agreement. The section headings in this Agreement are for reference and convenience only and shall

not be considered in the interpretation of these Terms of Service.

- b. **Entire Agreement.** If you are a Customer, these Terms of Service, the Privacy Policy and any documents incorporated by reference herein constitute the entire agreement between Foodelo and you pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Foodelo with respect to the Foodelo Platform. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- c. **Notices.** Foodelo may, in its sole discretion, provide any notices to you in connection with these Terms of Service through the Foodelo Platform or by email at the then-current email address for you on file with Foodelo . Foodelo may be contacted in writing at:
Foodelo Solutions Limited.
15, Obanikoro Compound
Obanikoro, Lagos state
or
admin@foodelo.africa

Foodelo may change its notice contact information from time to time by posting updated contact details on the Foodelo Platform.

- d. **No Waiver.** Foodelo 's failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provisions or right.
- e. **Force Majeure.** Foodelo will not be liable to you for any failure of or delay in the performance of its obligations under these Terms of Service for the period that such failure or delay is due to causes beyond Foodelo 's reasonable control, including but not limited to acts of God, power outages, internet disconnectivity, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
- f. **Severability.** If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- g. **Order of Precedence.** If any of the provisions contained in these Terms of Service conflict with the terms of another agreement between you and us,

then these Terms of Service will prevail; provided that, if you are also a Vendor registered on the Foodelo Platform, the terms applicable to the Vendor agreement will govern your relationship with Foodelo in connection with your use of the Foodelo Platform as a Vendor offering its services.

- h. **Language.** These Terms of Services are made available in English Language only.
- i. **Assignment.** You may not transfer any of your rights or obligations under these Terms of Service without our prior written consent. We may transfer any of our rights or obligations under these Terms of Service without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

II. ORDERING TERMS

1. Access, Foodelo Services and Products

Through the Foodelo Platform you may place orders for Goods from Vendors, you may receive delivery of the Goods and Foodelo may provide customer care support between you, Couriers and Vendors (these services and associated services such as order management, payment processing for Orders and provision of access to the Foodelo Platform provided by Foodelo from time to time are the "**Foodelo Services**"). For avoidance of doubt, Foodelo does not prepare or fulfil any orders for Goods or provide delivery services directly and no members of the Foodelo Group will be liable for any transactions between Customers, Couriers or Vendors. Foodelo may provide products or services to Couriers or Vendors through a separate agreement executed with

such parties. Menus and other Vendor-related information on the Foodelo Platform is content provided by the Vendor and not Foodelo .

2. Foodelo Customer Account

To use the Foodelo Platform and most features of the Foodelo Services, you are required to successfully create a user account (the "**Foodelo Customer Account**") using the available interfaces at the Foodelo Platform.

3. Placing Orders

- a. Once you have created your Foodelo Customer Account you may select Goods from a Vendor's menu, choose your desired quantities, and then add them to your cart. Your cart may be edited at any time prior to placing an Order. Once you have made your selection, you may proceed to place your Order. At this time, you will have the opportunity to review your cart items. After you review and confirm that the items in your cart are correct, you may proceed to place your Order, provide your payment card information, or select the cash payment option, if available, and an Order will be created and sent to the Vendor. You are responsible to ensure that all of your Order details, including billing, delivery address and other information is current, complete and accurate. Your payment card will be charged when you place your Order if the Order is a Card Order (as defined in section 6(b)). Once you have placed your Order, you will not be entitled to change

or cancel your Order, and you will not be entitled to a refund (except where required by law).

Notwithstanding that you are not entitled as of right to change or cancel your Order or be entitled to a refund (except where prohibited by law), if you wish to amend or cancel your Order for a total or partial refund of your Order's price, you must get in touch with Foodelo via chat, email or the Foodelo support phone line at the contact information provided on the Foodelo Platform.

- b. Refunds shall be made into a verified account provided by you for refund. Foodelo shall conduct its due diligence in ensuring that refunds are made into the right account details.
- c. We encourage Vendors to confirm all Orders and to communicate any inability or unwillingness to confirm promptly, and we will notify you as soon as reasonably practicable if the Vendor does not confirm your Order. Vendor's may have the discretion to not confirm Orders. For Card Orders (as defined in section 6(b) below), Foodelo will provide you with a refund of the price of your Order after communicating to you the non-confirmation or cancellation of your Order by the Vendor.
- d. Where Foodelo becomes aware that the User who is requesting a refund of an Order, has made a fraudulent use of the Platform, this request shall be

rejected immediately. Notwithstanding the foregoing, Foodelo shall not be obliged to implement any refund due to defects on the Vendor's products or on the provision of the delivery services by the Mandataries. Further, any refund done by Foodelo due its high standards in Users' satisfaction, shall not be considered as a waiver of this exclusion of liability which is inherent to Foodelo's condition of a mere intermediary. Additionally, any return of a product as well as its corresponding refund shall be managed by the User directly with the Vendor, in accordance with the Vendor's return/refund policy.

- e. Because of standard banking procedures, once you have placed a Card Order and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is not confirmed by the Vendor or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us and will instead release the relevant amount back into your available balance. However, this may take a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank or card issuer). You acknowledge and agree that no members of the Foodelo Group nor the relevant Vendor will be responsible or liable to you in relation

to this delay by your bank or card issuer in the release of funds back into your account.

- f. You agree that Foodelo or the Vendor will have no liability to you for Orders that are not confirmed, are cancelled or that the Vendor has been unable or unwilling to fulfill.

4. Customer Care, Goods Contract, Third Party Couriers and Refunds

- a. Foodelo may offer customer care in respect of issues relating to the Vendors and the Couriers. If you have any problems, questions or suggestions with respect to the Foodelo Platform or your Order, please contact Foodelo 's customer care team (and not the Vendor or Courier) via chat (preferable), email or phone at the contact information provided on the Foodelo Platform.
- b. **The legal contract for the purchase of Goods will in all cases be between the Customer and the Vendor. You irrevocably appoint and authorize us to act as your sole and exclusive agent for the purpose of concluding contracts for the sale of Goods between you and the Vendor by means of you placing Orders via the Foodelo Platform. We may act as agent for the Customer and the Vendor for the legal contract for the purchase and sale of the Goods. YOU ACKNOWLEDGE AND AGREE THAT NO MEMBER OF THE FOODELO GROUP HAS ANY**

CONTROL OVER THE QUALITY OF THE GOODS OR SERVICES OFFERED BY VENDORS AND COURIERS AND THAT NO MEMBERS OF THE FOODELO GROUP WILL HAVE LIABILITY TO YOU FOR ANY PROBLEMS CAUSED BY THE VENDOR CONCERNING YOUR ORDERS, INCLUDING, WITHOUT LIMITATION, MISSED OR LATE DELIVERIES, MISSED GOODS ITEMS, AND ANY PROBLEMS WITH RESPECT TO THE QUALITY OF THE GOODS DELIVERED INCLUDING IF GOODS CAUSE ILLNESS, ALLERGIC REACTIONS OR HAVE INCORRECT NUTRITIONAL VALUES.

- c. For Delivery Orders that the Vendor arranges or for which third party couriers provide delivery services, we are not liable for any service or product provided by such couriers.
- d. Foodelo may provide, in its discretion, the refund or compensation by payment to your payment credit or debit card or providing the Customer with Foodelo Credits (as defined below).

5. Payment Processing Services

Payment processing services for the Foodelo Platform are provided by payment services providers as Foodelo may choose from time to time (collectively referred to as the "**Payment Processing Services Provider**"). You hereby authorize Foodelo to share with the Payment Processing Services Provider that financial information, banking details and transaction information

related to your use of the payment processing services and the Foodelo Platform. You also agree that the Foodelo Group is not responsible for the use or misuse of such financial information, banking details and transaction information by the Payment Processing Services Provider or any third party.

6. Price and Payment

- a. Goods prices listed on the Foodelo Platform from Vendor in Nigeria are in Nigerian Naira, Good prices listed on the Foodelo Platform from a Vendor in the United States are in United States dollars. Good prices may not include applicable tax and delivery charges. Taxes and delivery charges may be added at checkout and will be payable by you along with the Order price.
- b. Payment for Orders must be made with an accepted credit or debit card through the Foodelo Platform ("**Card Orders**") or in certain circumstances may be made by cash directly to the Vendor or courier ("**Cash Orders**"). If you choose a Cash Order, you must pay the Vendor or courier, as applicable and are liable for failure to do so.
- c. For Card Orders, you will be charged at the time of placing your Order. The Foodelo Platform uses the third-party payment processors to effect charges onto your debit or credit card. You consent to the collection and use of your information (including, if applicable, personal information) by such payment processing service as necessary to process your

payments. We reserve the right to change, or to stop accepting, any permitted payment method at any time in our sole discretion. You agree we may charge your payment card for any order placed and for any additional amounts (including any taxes) as may be applicable in connection with your purchase. You are responsible to ensure that all of your billing information is current, complete, and accurate. We will provide you with an online or emailed billing summary statement which you may review, save, or print at your discretion. This is the only billing statement that will be provided by us.

- d. Foodelo or the Vendor is under no obligation to fulfill your Order at the incorrect price. Prices at the Vendor's Goods in the Vendor's physical location and at the Foodelo Platform may be different. Any such differences will not entitle you to a refund or a reduction in price of your Order.
- e. Goods' prices, delivery charges and any other fees are subject to change at any time at Foodelo's or the Vendor's discretion.

7. **Pickup or Delivery**

You may have the ability to choose if you would like your Order to be picked up by you at the premise of the Vendor ("**Pickup Order**") or delivered to you by a third-party courier or courier of the Vendor ("**Delivery Order**"). You may be provided a time for when the Pickup Order will be ready for pickup or when the Delivery Order will be delivered. These times are only an estimate

and Foodelo and the Vendor offer no guarantee that these times will be achieved. Foodelo is not responsible for any delays in receiving or having your Order ready for any reason. For a Pickup Order, you will arrive at the time provided and Foodelo and the Vendor are under no obligation to remake or refund the Goods if you do not arrive when indicated.

8. Alcohol

If you order alcohol, you warrant that you are of legal age to purchase and consume alcohol in the area in which the alcohol is delivered and are not ordering alcohol for any person below the legal age in the applicable jurisdiction. You acknowledge and agree that Vendors or Couriers may require valid government-issued photo identification(s) matching the name on the order and proving your age to the Vendor or Courier, and that the recipient is not intoxicated when receiving delivery. If you are unable to meet these conditions to the satisfaction of the Vendor or the courier then alcohol products may be withheld, and any refund for such withholding is at the discretion of the Vendor, Foodelo or Courier. If you order alcohol and the alcohol is to be delivered, the delivery address must be a residential or private addresses. For greater certainty, alcohol orders may be subject to time and location restrictions.

III. PROMOTIONAL VOUCHERS, REFER-A-FRIEND PROGRAM, GIFT CARDS AND FOODELO CREDITS AND CONTESTS

1. Promotional Vouchers

The following terms and conditions will apply to all vouchers issued for free from time to time for promotional, advertising, or marketing purposes for use on Orders on the Foodelo Platform ("**Promotional Vouchers**"):

- a. Promotional Vouchers may only be redeemed towards Orders on the Foodelo Platform and cannot be used for Goods that include alcohol and may not be applied to taxes or other items/fees/charges as determined from time to time by us. Promotional Vouchers may have a specific Naira amount, may provide a percentage-based discount, or may have other effects (such as making a charitable donation). The particular terms of a Promotional Voucher (for example, the amount of any Naira or percentage discount, number of times the Promotional Voucher can be used, expiry date, area Promotional Voucher can be use, whether applicable for Pickup Orders or Delivery Orders) any other rules that may apply are described in the information accompanying or in conjunction with the Promotional Voucher (for example, the social media post or advertisement where the Promotional Voucher was posted).
- b. Promotional Vouchers must be used in conjunction with a Foodelo Customer Account. Promotional Vouchers must be applied to an online Order by no later than the deadline specified on the Promotional Voucher and will expire if not applied by this time. If the Promotional Voucher provides for a discount on an Order, an amount determined by the rules of the Promotional Voucher will be credited to the Order to which the Promotional Voucher is applied.

- c. The right to use a Promotional Voucher is personal to the original recipient and may not be transferred. No Promotional Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. For greater certainty, Promotional Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.
- d. Promotional Vouchers may not be used in conjunction with other vouchers, or any other discounts or promotions provided or advertised from time to time unless otherwise stated.
- e. Promotional Vouchers may not be exchanged, redeemed, or refunded for cash, and may not be transferred or assigned.
- f. No members of the Foodelo Group will not be liable to you, any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Promotional Voucher or any failure or inability of a customer or household to use a Promotional Voucher for any reason.

- g. For greater certainty, we reserve the right, at any time and in our sole discretion, to add to or amend terms and conditions (including these Terms of Service) in relation to the use of Promotional Vouchers or to vary or terminate the operation of a Promotional Voucher at any time without notice.

2. **Refer-A-Friend Program**

- a. If you are a Foodelo Customer Account holder, you may be entitled to voluntarily participate in the Foodelo refer a friend program (the "**Referral Program**"). A unique alphanumeric code is assigned to your Foodelo Customer Account, referred to as your personalized referral code ("**Referral Code**"). To participate in the Referral Program, you will need to refer friends who have never placed an order with us ("**Friends**") and invite your Friends to use the Foodelo Platform with your Referral Code.
- b. You will earn Foodelo credit ("**Referral Foodelo Credit**") in the amount we determined from time to time once your Friend ("**Referred User**") has completed an eligible order on the Foodelo Platform ("**Eligible Order**"). Criteria for Eligible Orders is determined in our sole discretion from time to time. Referral Credit will be applied automatically against your item subtotal on your next Card Order, up to and including the item subtotal before taxes, tip, and delivery fee. If any credit happens to remain

after being applied to the order, that credit will remain on your account. Referral Credits are subject to expiration and must be used within the timeframe, if stated or otherwise determined by us from time to time. The amount of Referral Credits earned and redeemed are subject to change at any time at Foodelo 's sole discretion.

- c. The Referral Code may only be used for personal and non-commercial purposes. You may share your code with your personal connections via social media, email, or word of mouth, where you are the primary content owner. In cases where you are not the primary owner of the content or website (e.g., Wikipedia, coupon websites, affiliate websites, discussion forums, etc.), public distribution is not allowed. Promoting or advertising your Referral Code via search engine marketing or any other paid advertising media (e.g., Bing/Yahoo/Adwords) is not allowed. You are not allowed to misrepresent your relationship with any members of the Foodelo Group or with the Foodelo Services to any third parties, and you will not make any warranty or representation on behalf of any members of the Foodelo Group. You are not allowed to refer yourself or members of your household for the purposes of earning Referral Credit.

- d. Foodelo reserves the right, at its sole discretion, to deactivate your account(s) and revoke the Referral Credits of any account holder who it finds or believes to be earning or using Referral Credits against these Terms of Service, or who is manipulating or abusing the Foodelo Services or the Foodelo Platform.
- e. For greater certainty, we reserve the right, at any time and in our sole discretion, to add to or amend these Terms of Service in relation to the use of Referral Program or to vary or terminate the operation of a Referral Foodelo Credit issued pursuant to the Referral Program at any time without notice.

3. Gift Card Terms and Foodelo Credits

- a. Foodelo may grant you credit toward eligible purchases as set out in these terms ("**Eligible Purchases**") in the form of Foodelo gift cards ("**Gift Cards**") or Foodelo credit ("**Foodelo Credit**").
When you purchase a Gift Card, you are purchasing credit toward Eligible Purchases in a particular dollar amount and currency that is stored in an electronic form and linked to a unique gift card claim code ("**Claim Code**"). To use a Gift Card, you must have a Foodelo Customer Account, log in to your Foodelo Customer Account, and apply the Gift Card to your Foodelo Customer Account by entering the Claim Code on the Foodelo Platform.

Foodelo Credit is credit toward Eligible Purchases in a particular dollar amount that is associated with a unique Foodelo Customer Account. The value of Foodelo Credit including credit from Gift Cards applied to your Foodelo Customer Account is referred to as your **"Foodelo Credit Balance"**.

When you apply a Gift Card to your Foodelo Customer Account, your Foodelo Credit Balance will be credited by the dollar value of the Gift Card, and the value associated with the Claim Code will be reduced to zero. From time to time, Foodelo may also issue Foodelo Credit to you for other purposes (for example, to refund a purchase that you have made). Your Foodelo Credit Balance includes the total remaining balance of all Foodelo Credit that has been applied to your Foodelo Customer Account by way of Gift Card or otherwise, but not yet applied to a purchase. To check your Foodelo Credit Balance, log in to your Foodelo Customer Account. To check the balance of a Gift Card before it has been applied to a Foodelo Customer Account, simply review the email or other document in which you received the Gift Card, where the face value will be printed.

- b. The Eligible Purchases that you may purchase using Gift Cards and Foodelo Credit consist of Goods, including all fees and costs on the Order for those Goods which you are permitted to purchase

in accordance with these Terms of Service. Foodelo reserves the right to restrict the use of Gift Cards and Foodelo Credit to comply with applicable law. Gift Cards and Foodelo Credit cannot be used to purchase anything other than Eligible Purchases and must be used in the currency in which they were paid or credited for.

- c. When you make a purchase from your Foodelo Customer Account using Foodelo Credit (including Foodelo Credit from a Gift Card), the value of the Foodelo Credit that you use for that purchase will be deducted from your Foodelo Credit Balance. As long as you are only purchasing Eligible Purchases, you may use Foodelo Credit to pay for all fees and costs on your Order, including but not limited to the cost of Goods, delivery charges, tips, and taxes. Any unused Foodelo Credit Balance will remain associated with your Foodelo Customer Account. If the cost of an Order exceeds your Foodelo Credit Balance, the remaining amount must be paid with another payment method.
- d. Gift Cards and Foodelo Credit do not expire. There are no fees associated with purchasing, using, or redeeming Gift Cards or Foodelo Credit.
- e. Gift Cards and Foodelo Credit cannot be resold (except with the express written permission of Foodelo), used for payment outside the Eligible

Purchases, transferred for value, returned for a cash refund, or redeemed for cash, except to the extent required by applicable law. Gift Cards cannot be reloaded. No portion of your Foodelo Credit Balance may be transferred to another Foodelo Customer Account or otherwise assigned or transferred to another person. Foodelo Credit cannot be used in conjunction with Cash Orders.

- f. The risk of loss and title for Gift Cards pass to the purchaser upon our electronic transmission of the Gift Card to the purchaser or designated recipient. Foodelo is not responsible if any Gift Card is lost, stolen or destroyed, if your Foodelo Credit Balance or any Gift Card is used without your permission, or if you lose access to your Foodelo Customer Account or any Foodelo Credits.
- g. Gift Cards and Foodelo Credit may be subject to any additional terms and conditions that will be specified in connection with the specific Gift Card and Foodelo Credit grant.
- h. Foodelo has the right to void Gift Cards or Foodelo Credit, close Foodelo Customer Accounts and bill alternative forms of payment if it suspects that a Gift Card is obtained, used or applied to a Foodelo Customer Account (or Foodelo Credit is applied to a purchase) fraudulently, unlawfully or otherwise in

violation of these Terms of Service, or in a manner that abuses the Foodelo Platform.

- i. For greater certainty, to the extent permitted by law, we reserve the right, at any time and in our sole discretion, to add to or amend terms and conditions (including these Terms of Service) in relation to the use of Gift Cards or Foodelo Credit

4. **Contests/Competitions**

- a. From time to time, Foodelo may run contests or competitions ("**Contests**"). Those Contests will be subject to these Terms of Service, as well as rules specific to each Contest ("**Contest Rules**").
- b. In general, Contests for Nigerian users will be open to individual residents of Nigeria over the age of majority in the territory in which they reside, except for:
 - i. employees, representatives, and agents (and persons with whom they are domiciled, whether related or not) of Foodelo Group, its advertising and promotion agencies; and

The Contest Rules may specify other eligibility rules.

- c. For greater certainty, subject to applicable law, we reserve the right, at any time and in our sole discretion, to withdraw any Contest, to add to or

amend terms and conditions (including these Terms of Service) in relation to any Contest or to vary or terminate the operation of a Contest at any time without notice.