

## General Terms and Conditions

These General Terms and Conditions (hereinafter the “GTC”) regulate the contractual relationship entered into by and between the individual users (hereinafter “Consumers” or “Users”) and **Vedox Kft.** – (hereinafter “**BOGADIDO**”) (hereinafter the “Parties”), the operator of the food and beverage ordering service portal under the website entitled “**www.bogadido.com**” and the application entitled “**BOGADIDO**” (hereinafter the “Application”); furthermore, it proscribes the user conditions relating to the Consumers who use the services of **BOGADIDO**.

This GTC applies to the use of the services of **BOGADIDO**. Consumers accept the GTC by registering and using the Application. Thus, Consumers must review of these General Terms and Conditions in detail before registering in or using the Application.

**BOGADIDO** performs food and beverage intermediary service, in the course which, it provides an opportunity to the Consumer to order the services and supplemental services (hereinafter the “**Product**”) of the contracting parties (hereinafter the “**Partner(s)**”) which Partners are available and listed in the **BOGADIDO** Application. Consumers, after placing and paying for the on-line order, are to pick up the Product at the Partner’s location.

### Data of **BOGADIDO**:

Company name:	Vedox Ltd.
Company registration number:	HU24278683 HUOCCSZ.11-09-023071
Registered by:	Court of Registry of Hungary
Registered seat:	Hungary, 2900, Komárom, Sport str. 28/a
Tax number:	HU24278683
Bank account number:	IBAN: HU55-10300002-10626039-48820018
	Swift: MKKBHUHBXXX

email address, **info@bogadido.com**

Webpage: **www.bogadido.com**

**BOGADIDO**’s operation and complaint handling location is the following:

Registered seat of **BOGADIDO**:

### 1. The legal relationship between the parties

1.1. The scope of this GTC shall apply to any and all e-commerce service provided by those Partners who are in a contractual relationship with **BOGADIDO**, which are performed by the use of the Service. The order shall be deemed as an electronically concluded contract and shall be regulated by Act V of 2013 on the Civil Code and Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information

Society Services. BOGADIDO shall not undertake any obligation to produce or deliver the Product, with respect to which the provisions of Government Decree 45/2014. (II. 26.) Korm., on the detailed rules on contracts between businesses and consumers is not applicable to services provided by BOGADIDO and or to the legal relationship between BOGADIDO and the Consumers.

1.2. This GTC shall be controlling even if BOGADIDO's services are available through any website other than the Application, and shall also be controlling with respect to all uses of BOGADIDO's service (mobile web site, mobile applications, application, Facebook page, etc.) through which BOGADIDO ordering system is available.

1.3 Consumers, with the help of the Application, are able to order Products on-line to consume at the Partner's business premises open to Consumers or for take-away. BOGADIDO acts as an intermediary: its system receives, processes and forwards orders from Consumers to its contractual Partners. BOGADIDO shall not meet any of the Consumers in person as the Product will be prepared and handed over to the Consumer by the selected Partner.

1.4 The Consumer makes use of the Services free of charge.

1.5 The Service provided through the on-line platform is available to Consumers in the Hungarian, English and Spanish languages.

1.6 The content, offers, and offerings of the Products on the Website are subject to constant change due to the nature of BOGADIDO's service. BOGADIDO is dedicated to always displaying current content and offers. Because the restaurant information, product offerings, product descriptions and prices of the Products are provided by third party Partners, BOGADIDO shall not undertake any liability and shall not pay damages with respect to their content, timeliness, availability or quality.

1.7 The contract between BOGADIDO and the Consumer relates to the transfer of the order placed by the Consumer to the Partner, while the contract for the fulfilment of the order is concluded between the Consumer and the Partner.

1.8 The contract concluded through the Application shall be deemed to be in writing. The written details of the contract are the same as those of the confirmed order. The contract / order details can be viewed retrospectively under "My Previous Orders". The language of contract and communication is Hungarian, English or Spanish, depending on the Consumer's preference.

1.9 BOGADIDO reserves the right to restrict or disallow all or part of the Content and Offers to all Users or to a group of Users.

1.10 Anyone is entitled to use the Service if he / she successfully and validly registers through the Application and acknowledges that he / she is bound by this GTC.

1.11 The legal relationship between BOGADIDO and the Partners is governed by a separate agreement.

1.12 BOGADIDO's Consumers may only and exclusively be: natural persons over the age of 16 who register in the Application. An alcoholic beverage may only be sold to Consumer over the age of 18.

1.13 BOGADIDO and its contracting Partners do not carry out any delivery activity, the Consumer can only order the Product, and after notification of the completion of the order, the Products can be picked up without queuing at the collection point set up for this purpose by the Partners.

## **2. Legal relationship between Consumers and the Partners**

2.1 BOGADIDO operates an IT system that receives, processes and transmits Consumer orders to Partners. Food production and provision of ancillary services relating to the Product are performed exclusively by the Partners. Accordingly, BOGADIDO's activities are limited to the transmission of orders.

2.2. The specific contract for the ordering and the handover of the Product is not made between BOGADIDO and the Consumer, rather it is concluded between the Consumer and the Partner, with the order being passed to that Partner through the BOGADIDO system.

2.3. Based on the above, when ordering the Product and delivering the order to the respective Partner, the Consumer enters into two contracts:

- with BOGADIDO to transmit the order, and
- with the Partner for the preparation and delivery of the ordered Product.

2.4. The Consumers, with respect to the ordering of the Product and delivery of order to a Partner, only enters into a contractual relationship with the Partner and only for the preparation and delivery of the ordered Product.

2.5. The Order of the Product shall be deemed to be a written contract the content of which contains the same details as the Order, which BOGADIDO registers. The order details can be viewed retrospectively under "My Previous Orders".

## **3. Registration**

3.1. Ordering through the Application is only available to registered Users. The following information is required when completing the form when registering:

Full name

e-mail address

password

telephone number

A User may also register using his or her own active Facebook account by entering his or her Facebook account username and password (hereinafter referred to as "Facebook Linking").

In case of Facebook Linking, the User grants BOGADIDO access to the following data provided on Facebook: public profile information, e-mail address, telephone number, contact list. If any of the above information is missing from the User's Facebook Registration Information or is incorrectly included in the Facebook Registration, then the User must provide or modify the missing or incorrect personal information during the registration process. If a User wishes to disconnect the Facebook Linking, then the User can do so by changing their Facebook profile settings, under Settings.

3.2. The Users may only provide his or her own personal information in the Application. For a successful registration, the User must accept this GTC and the Privacy Policy by ticking the appropriate field. By ticking this box, the User declares that he / she has read, understood, fully complies with this GTC and the Privacy Policy, and acknowledges that all its provisions are binding upon him / her.

3.3. The User is solely responsible for the accuracy, timeliness and validity of the data provided. BOGADIDO disclaims any and all liability whatsoever arising from inaccuracies, misspellings, or misrepresentations in the registration process. BOGADIDO shall have no liability for shipping delays or other problems or errors due to incorrect and / or inaccurate data provided by the User. The User is obliged to keep his password for registration confidential and to handle it carefully. BOGADIDO shall not be liable for damages arising from the fact that the User forgets his / her password or becomes available to unauthorized persons for any reason not attributable to BOGADIDO.

3.4. BOGADIDO reserves the right to accept or refuse the User's registration without justification.

#### **4. Order**

4.1. The purchase price is always the amount shown next to the selected Product. Prices are expressed in the official currency of the country in which the Consumer uses the Service and include value added tax. The prices are indicative and the partners reserve the right to change the price at the same time that the change comes into effect at the same time such change appears in the Application. The purchase price of the Products does not include the cost of packaging if the Consumer choose to take it away, such will result in extra charge. BOGADIDO, if the Consumer initiates payment by use of a credit card online, shall not be able to refund money to the Consumer in case there is a price reduction of the Product between the time the electronic payment is sent and the Product is received by the Consumer. The online payment transaction security check will take a minimum of... minutes, and the Product may only be received thereafter.

4.2. Orders do not have a minimum order value.

4.3. The order will only be accepted by BOGADIDO from the Registered User and only if the User completes all the data required for the placement of a successful order.

BOGADIDO shall have no liability for shipping delays or other problems or errors due to incorrect and / or inaccurate data provided in the order by the User.

4.4. For example, due to an administrative or technical error, a wrong price may be displayed in the Application despite the due care of both BOGADIDO and the Partners, especially with regard to obviously incorrect prices, such as the price of "0" or "1" EUR, which is significantly different from the well-known, generally accepted or estimated price of the product, possibly due to a system failure. In this case, BOGADIDO shall not be obliged to transmit the order or the Partner contracted with BOGADIDO shall not be obliged to deliver the ordered Product at an inaccurate price, but may offer the delivery at the correct price, in the knowledge of which the User may cancel his or her purchase order. The product images published in the Application are for illustration purposes only and may differ from reality.

4.5. Orders may only be placed by electronic means. The User will enter his or her location and select the appropriate Partner from the Partner list whichever appears closest to his or her location.

4.6. An order may be placed by the use of the Cart. The Consumer may add selected products to place into the Cart by using the "Add to Cart" button on the product details page that appears after clicking on each product. The contents of the Cart can be viewed and modified by clicking on the cart icon in the Application, where the Consumer can specify the quantity of each product or delete the contents of the Cart ("Empty the Cart"). The User may choose to receive the Product ordered by the User through this interface platform. The Consumer has two options: he or she can pick up the Product personally to take away or may consume the Product at the Partner's location. Thereafter, if the User has finalized the contents of the Cart, he / she may place his / her order by clicking on the "Continue to checkout" label. Thereafter, the User may enter the billing information. At this stage, the following data of the Consumer are recorded.

- Billing information: name, address: country, city, zip code, street name, house number, email address, phone number.

4.7. Should the Consumer have any other request, he or she may add his or her notes in the "Comment" section. The User can check the contents of the order, and if the User had provided all the necessary details and have selected the method by which the User will receive the ordered Product, then the User must accept the GTC and the Privacy Policy.

4.8. The order will be placed after the User clicks on the "Submit Order" button. Thus, the order is placed by clicking on the "Submit Order" button, which creates a payment obligation for the User. The User may only choose prepay by credit card as payment method. After confirmation of the order by BOGADIDO, the purchase price of the ordered Product will be paid.

4.9. When ordering, the User has the option to save the following details of his / her credit card in order to avoid having to re-enter this information in future orders and to make the order easier and simpler:

- bank card number;
- name on the credit card;
- expiration date;
- CVV code.

4.10. After placing the order, BOGADIDO will confirm the order details electronically through the Application and provide the Consumer with the contact details of the respective Partner. The confirmation shall include the information provided by the User at the time of placing the order, the details of the order, the product ordered, the order number and, in addition, the User's comments on the order, as well as the method of payment. This information is also displayed by BOGADIDO on the post-login page in the "Last Order" information block. The User is subject to the 48-hour statutory binding offer obligation, but if BOGADIDO does not send an order confirmation within 30 minutes of placing the order, the User will be released from the binding offer obligation.

4.12. BOGADIDO is not be liable for any damages arising out of or in connection with the fulfilment of the order by the Partner.

4.13. After the completion of the order, the respective Partner shall prepare the Product for the Consumer according to the order and shall notify the Consumer as soon as possible after the preparation of the Product, in a manner that the Product can be picked up at the point of receipt within 5 minutes of sending the electronic notice.

If the Consumer does not take over the Product within 5 minutes from the time of the sending of the notification, then the Partner shall notify the Consumer by text message/SMS. If the Consumer does not take over the ordered Product within 30 minutes of the time of the first notification, then BOGADIDO and the Partner shall no longer be liable to fulfil the order and the Consumer is not entitled to any compensation with respect thereto. If the order cannot be fulfilled due to any reason attributable to the Consumer, then the Consumer shall not be relieved of his payment obligation and shall not be entitled to claim the already paid consideration.

4.14. By submitting an order, the User declares that he accepts this GTC and acknowledges that he / she is bound by this GTC, declares that he / she is aware of, understands and acknowledges the Privacy Policy and that he / she complies with all its provisions.

## **5. Right of rescission (right of withdrawal)**

5.1. The User shall not be entitled to exercise the right of withdrawal against BOGADIDO or the Partners except in the case described under Clause 4.4., as the Products are considered to be perishable products/goods or products which are only of short duration.

5.2. The Service Provider shall not be able to provide a refund after the order is placed, if the order has already been processed, with the exception of the case described under clause 4.4. case.

## 6. Complaint Handling

6.1. In the event of any complaint or data entry error that may arise during the use of the Service, then the User may contact BOGADIDO Customer Service at any of the following contact details:

E-mail address: info@bogadido.com

Mailing address: Calle Remol 3/3, Javea, Alicante, Spain. 03730

6.2. BOGADIDO will promptly investigate the problem that requires immediate resolution and remedy it as soon as possible, and in any other case respond to the complaint within 24 days.

6.3. In the event of a quality objection to the received Product, the User may address the Partner providing the Product, and may only enforce his or her claim against the Partner. BOGADIDO shall not be liable for the quality of the ordered Product due to the nature of the intermediary service it provides.

6.5. In the event that any consumer dispute arise between the Partner and the User and such dispute remains unresolved in the course of the negotiations conducted through BOGADIDO, the User shall have the following remedies available:

- **Complaint to the territorially competent consumer protection authority.** If the User discovers a violation of his / her consumer rights, he / she is entitled to lodge a complaint with the competent consumer protection authority of his / her place of residence. After considering the complaint, the authority will decide on the consumer protection procedure.
- **Conciliation body.** For the purposes of amicable out-of-court settlement of consumer disputes related to the quality, safety and application of product liability rules, as well as to the conclusion and performance of a contract, the User may initiate proceedings with a professional arbitration panel operating under the jurisdiction of Service Provider.
- **Court procedure** Customer is entitled to a court action to enforce a consumer claim in a civil proceeding under Act V of 2013 on the Civil Code and CXXX of 2016 on the Code of Civil Procedure. Act.

## 7. The obligation of the Parties

7.1. Based on the foregoing, BOGADIDO is obliged to forward the User's order to the Partner of the User's choice. In this case, BOGADIDO shall not be liable for damages beyond the reimbursement of the purchase price already paid, which must be refunded to the User within 24 hours of becoming aware of the given situation.

7.2. BOGADIDO maintains an up-to-date list in the Application, of restaurants based on information provided by Partners; however, due to the fact that the Products are from third parties, BOGADIDO assumes no liability for the quality of the Product or for ensuring that the Product shown in the Application are the same as the Product actually provided by the Partners.

7.3. BOGADIDO's liability is limited to the total value of the Product ordered by the Consumer.

7.4. The User uses the Application solely at his or her own risk and agrees that BOGADIDO shall not be liable for any material or non-material damage resulting from its use, other than damages arising out of breach of contract which is intentional, or results from gross negligent or a criminal offence, and for breach of contract resulting in damage to life, physical integrity or health.

7.5. The pages of the Service may contain links (links) that lead to the pages of other service providers. BOGADIDO assumes no responsibility for the privacy practices or other activities of these service providers.

7.6. BOGADIDO is entitled to check the content, which has been made available by Users in the course of the use of the Application; however, BOGADIDO is not obliged to check such content and with respect to the published content BOGADIDO is entitled but not obliged to look for any signs of illegal activity.

7.7. The registration, use of the Application or any provision of the GTC shall not grant the User any right to use any trade name or trademark appearing on the Application interface, other than the rights expressly set forth in this GTC. Except for the purpose of displaying the Application in a manner consistent with its intended purpose, the temporary duplication and private copying required for this purpose, these intellectual works may not be used or exploited in any manner without the prior written consent of BOGADIDO.

7.8. According to the legislation in force, it is forbidden to sell alcoholic products to persons under 18 years of age in Hungary. If the User, at the time of registration, makes a declaration that he or she is over the age of 18, particularly in the case of ordering Alcoholic Products, then, BOGADIDO will deem such declaration as a valid statement as to whether the Partner is entitled to sell the ordered Product to the User. The User warrants that the information referred to in the preceding paragraph, which information was provided by the User is true and accurate. If it is subsequently discovered that any of the information provided by the User, in particular when ordering an alcoholic product, are untrue or incorrect particularly with respect to the age of the User provided by the User and as a result BOGADIDO incurs damages or any legal claim or action is filed against BOGADIDO resulting in any legal detriment, then the User shall be fully liable towards BOGADIDO in this regard; furthermore, BOGADIDO reserves the right to seek damages directly from the User.

## **8. Food allergy, diet, menu information**

8.1. Regulation (EU) No 1169/2011, Decree No 36/2014 (XII.17.) FM and other relevant legislation, require the food business operator selling the food products, to provide detailed information with respect to the food prepared and sold to the consumer. The provision of information obligation shall cover, inter-alia, substances and materials causing allergies and intolerances, certain colouring materials and foods containing sweeteners. In the case of an on-line order, the most important aspect of complying with an obligation relating to certain foods, is first and foremost to place pre-order leaflets providing the relevant information on the website and or in the mobile Application.

8.2. BOGADIDO predominantly transmits orders for food, so it does not interfere with, influence or view the procurement of raw materials used in the production of food and is therefore not subject to the provision of information related requirements of this paragraph. By properly designing the Application, BOGADIDO will create the necessary conditions for the Partner to comply fully with the above legal requirements. The Partner is obliged to place in to the Application, all the required data and information pursuant to and in accordance with the applicable laws. The Partner is solely responsible for the legality, completeness and validity of the disclosure.

8.3. In addition to the mandatory information provided above, the Partner must, at the express request of the Consumer, inform the Consumer of the ingredients, weight, shelf-life and storage conditions of the food in question. This obligation will be fulfilled directly to the Consumer by the Partner and BOGADIDO will not collect, store or release this data. BOGADIDO undertakes to transmit such requests from Consumers to the Partner.

8.4. BOGADIDO will provide the exact names, descriptions, prices, special offers and information as well as all comments relating to the food, allergy, food intolerance, sweeteners as such information and comments are provided to BOGADIDO by the Partners. If the Consumer has any doubts with respect to the information provided, the Consumer must contact the Partner immediately before placing the order. BOGADIDO cannot guarantee and assumes no liability with respect to the possibility that the Product received does not contain any substance that may cause allergic symptoms or other intolerance in some people. BOGADIDOT shall have no liability for any allergic illness caused by food and is not liable for any damages arising out of or in relation thereto. Consumers that have known Food allergies are advised to source and obtain their food from sources that are guaranteed to be allergen-free.

## **9. Processing of personal data:**

8.5 The detailed rules relating to the management of the User's personal data are contained in the Privacy Policy and the Cookie Policy.

## **10. CLOSING PROVISIONS**

10.1. BOGADIDO is constantly working to improve its services and to develop new features to improve its services for Users. Therefore, BOGADIDO may at any time

unilaterally amend this GTC. Any modification shall take effect at the same time as it appears in the Application.

10.2. The security level of the Application utilized by BOGADIDO is adequate, however, we recommend that the Consumer take the following precautions: use virus and spyware protection software with up-to-date database, and be sure to install operating system security updates. Use of the Application assumes that the User to be aware of the technical limitations of the Internet and the User's acceptance of the error potential with respect to the use of said technology.

10.3. BOGADIDO shall not be liable for any damages whatsoever arising out of or in connection with the User's connection to the Application. The User is responsible for protecting his or her hardware and the data contained therein.

10.4. It is expressly forbidden to transmit, post or share any content that is not legally permitted in the Application. BOGADIDO reserves the right to delete content uploaded by the User.

10.5. Any issues not regulated in this GTC, and any legal dispute arising out of or in connection with this GTC shall be governed by the laws of Hungary. Depending on the value of the case (the amount in controversy) the Balassagyarmat District Court or the Balassagyarmat Tribunal is competent to resolve any disputes that may arise in connection with this GTC.