N.B. This document is a translation and in the event of any discrepancies between this version and the original Swedish version, the Swedish version shall apply.

GENERAL TERMS AND CONDITIONS - FOODORA'S PLATFORM

Last updated October 2026

These general terms and conditions (the "**Terms**") entered into force on 28 October 2026 and apply between you as a private person/consumer or as an employee at a corporate customer ("**You**", "**Customer**") and Foodora AB, reg. no. 559007-5643, Fleminggatan 20, 112 26 Stockholm, Sweden ("**foodora**", "**we**", "**us**"), when You shop via https://www.foodora.se/en/ and foodora's downloadable mobile app (together the "**Platform**").

Through the Platform, You can order products in the form of meals, foodstuffs and other goods (below jointly defined as "**Products**") that foodora, foodora's partner restaurants ("**Restaurants**") and foodora market and partner stores (together "**Shops**") make available on the Platform. Restaurants and Shops are hereafter jointly referred to as "**Partners**".

In the Terms You can read about what applies when You buy Products on the Platform, including how You place orders, how payment is made and what delivery terms apply. In addition, there is also information about what happens when there is a fault and You want to complain about Your purchase. In addition to the above, there is other information and other conditions that we at foodora want You to know about - please see the table of contents below to get to the relevant section. For foodora's subscription service "foodora pro", see specific terms here.

foodora has the right to update or change the Terms at any time. The Terms applicable to Your order is the version available on the Platform at the time of ordering. In the event of significant changes to the Terms, we undertake to inform You, but otherwise it is Your responsibility to keep Yourself updated on the latest version of the Terms. To access versions of the Terms previously applicable, see here.

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1. GENERAL

1.1 About the Terms

By registering an account with foodora and placing an order via the Platform, You confirm that You have read and accept these Terms with binding effect and certify the accuracy of the information provided by You. When it comes to the relation between foodora, You and different providers of app stores, please see section 19.5.

By placing an order through the Platform, You further certify that:

(a) You are at least 18 years old;
(b) You have the legal capacity to enter into an agreement; and
(c) You are the holder of the bank/credit card or bank account used for purchases on the Platform.

If You have any questions about these Terms or if You wish to contact us for any other reason, You will find the contact details for our customer service at the bottom of these Terms under section 21.

1.2 foodora's right to restrict

We reserve the right to develop and use policies, procedures, measures and tools to ensure that the Platform is used in a way that is not illegal and otherwise complies with our policies and these Terms. In the event that the Platform is used in a manner that is illegal or otherwise does not comply with our policies or these Terms, we also reserve the right to review and act against such practices. Read more about our right to act against Customers in sections 13 and 17.

2. YOUR ACCOUNT

foodora allows only one account per Customer.[1] foodora does however offer companies the possibility to let their employees make purchases via our service "foodora Business", read more about it in section 18 below. When You register for an account You have to create a password and also provide personal information (e.g., full name, email address, contact number) You recognise that the name You use to create the account is identical to the name that appears on Your identity documents. You are responsible for the safekeeping of Your login details in order to avoid their dissemination. If third parties gain access to, or if You suspect that third parties have access to, Your login details, You must immediately inform foodora, in which case foodora reserves the right to suspend or delete Your account without further notice. If You do not inform foodora of such suspicion, You will be responsible for the continued activity on Your account. We reserve the right to transmit a One-Time Password via SMS or through messaging platforms such as WhatsApp or any other similar communication applications, at our sole discretion.

If You forget Your password, it can be reset by using the link "Forgot your password?" on the Platform.

If You want to delete Your private account, please visit the "Profile" tab (for web) or "Account" tab (for app) on Your account and choose "Delete my account", or send an email to our customer service, see section 21.

[1] Instead of "account" the term "profile" is occasionally used in these Terms and on the Plattform, but the two terms have the same meaning.

3. THE PLATFORM AND ITS OFFERING

3.1 The Platform's offering

We use recommender systems on the Platform to recommend Products and Partners on the Platform. The offering and ranking of Partners and Products on the Platform may vary from time to time but is always designed to provide You with a good customer experience. The offering presented is, among other things, based on the delivery address You enter and potential filters that You can use to sort the range on the Platform, e.g. filtering on specific categories or by "delivery time". Furthermore, criteria such as Partners' popularity, which is determined by order and click history of other foodora users in relation to the Partner, and interpretations of Your preferences, which are based on Your previous orders and Your use of the Platform, are used. To ensure the quality of the Product until delivery and the delivery time to You, the offering on the Platform is however limited to Products delivered from Partners with its place of business close to Your delivery address.

Thus, if You change Your delivery address, or choose the Pick-Up option (pick-up at the Partner's place of business), the offering and ranking may change, but other circumstances such as weather, traffic and demand may also affect the offering and ranking.

Partners also have the opportunity to pay for different kinds of paid placement or priority ranking ("**Paid Placement**"). On the Platform, such Paid Placement is marked as e.g. "featured", "sponsored", "offer" or similar. Furthermore, Restaurants that are top performers on the Platform in terms of order flow, average customer rating, availability and low amounts of canceled orders can be labeled "Top Restaurant". Finally, the offering and ranking may depend on other parameters to ensure a good customer experience for You.

3.2 More on ranking of search results

When searching for Partners and Products on the Platform, search results are ranked primarily based on the following criteria:

- *The content of Your search:* The search results that most closely reflect the wording of Your search query will be listed higher, e.g. Partners' name, the Products, and/or a specific offer. If Your search query consists of special characteristics related to Products (e.g. a certain type of dish) or Partners (e.g. a certain type of restaurant), the search results that most closely reflect such characteristics will be listed higher.
- *Opening hours, distance and delivery time:* The order of the search results is also based on the opening hours, distance and delivery time of the relevant Partner to Your specified delivery address. For example, a shorter delivery time means a higher ranking. Should there be more than one Partner under the same brand group in the same delivery area, the search results can be limited to show only the Partner within that brand group with the shortest delivery time. Note that changing the delivery address or choosing the Pick-Up option may change the search results.
- *Popularity:* The popularity of a Partner can affect the ranking of the search results. Popularity is measured, for example, by views and/or orders placed within a specific time frame. The greater the popularity, the higher the listing.
- *Paid Placement:* The ranking of search results can also be influenced by Paid Placement, marketing and campaigns. A Partner who has Paid Placement will be ranked highest if that Partner has the Products You searched for.

Other criteria may also influence the ranking. The relative importance of the mentioned criteria depends, among other things, on Your search query and from where, geographically, You are making the search. However, as a general rule, the Partners who best match Your search query or have the most of the Products You have searched for will be at the top. However, a Partner may get a higher ranking if it has high ratings (high popularity) or if it can deliver quickly.

4. ORDERS

4.1 General information on orders

On the Platform, You can order Products for delivery and sometimes through Pick-Up. You can place orders in Swedish and English. Before You place an Order on the Platform, You should read carefully all the content contained in the information about the Products, including but not limited to the name, type, quantity, quality, ingredients, price, estimated delivery time of the Products, Partner address, business hours and delivery method. After placing an order, You will receive a confirmation to the email address provided by You when registering Your account with foodora.[2] The confirmation contains all information regarding the order and the additional terms and any conditions that might apply.

The Products are delivered by foodora, a potential third party temporarily hired by foodora through a staffing agency or by the Partner itself to the delivery address specified by You at the time of ordering. If You have chosen Pick-Up, You are responsible for picking up the order at the location specified at the time of ordering.

All payments for Products and other delivery fees are made to foodora on the Platform. You will not pay anything to the courier delivering the Product, or in case of Pick-Up, the Partner providing the Product.

If specific terms - different from what is presented below and in section 5 - apply, we will inform You about that during the purchase process.

4.2 How to place an order

All orders on the Platform are initiated by You choosing whether You want the order to be delivered or, if available, picked up through Pick-Up as soon as possible. You can also choose to make a pre-order for delivery or Pick-Up at a later date. A pre-order can be made up to three (3) days in advance. You then select the Product(s) You wish to purchase, add them to Your shopping cart and place an order at checkout.

When You click on "Place Order", You are making an offer to purchase the Products specified in the order for an amount equal to the order value, which will be charged through the chosen payment method.[3] When ordering from Restaurants, You are however (prior to checkout) given the option to cancel the entire order if one of Your selected Products would not be available. You can also choose to only delete the Product that may not be available. These options are not available when ordering from Shops, but see below regarding replacement products from partner stores.

Please note that foodora never accepts orders for Products via email or our chat and that payments are always made on the Platform. For further description of the contractual relationship between You and foodora and You and a Partner respectively, please refer to section 4.4-5 below.

After placing an order, You will receive an email confirming that foodora has received the order and that we will get back to You as soon as the order is accepted. When the order is accepted and an agreement has been entered into, this will be shown on the Platform. The Platform will also indicate the estimated delivery time or Pick-Up time.

Please note that an order cannot be canceled by You after it has been accepted. Before that, You can change or cancel an order at any time. However, by placing an order You agree that if the order is accepted, the potential delivery fee is non-refundable. In other words, You agree to forfeit Your right of

[2] If the order is placed via Your foodora Business account, all communication regarding that order will be made to the email address to which Your foodora Business account is linked.
[3] Orders via a foodora Business account which do not exceed Your allowance are paid by Your employer, never by You personally. You can place orders whose order value exceeds Your allowance, but then You have to pay the exceeding costs Yourself and payment of this amount is made in the same way as orders made from Your private account.

withdrawal regarding the delivery service once it has been completed. You can read more about Your right of withdrawal in section 12 below.

If Products from a partner store run out of stock after an order has been placed, the partner store may in consultation with You and to the extent possible offer an equivalent replacement product instead. This option is not available when You make orders from Restaurants or foodora market. The replacement product will never cost more than the Product You originally ordered and You will always pay the lower price of the ordered Product and the delivered replacement product. If the price of the replacement product is lower, You will be refunded the difference.

If foodora or a Partner is for any reason prevented from delivering a Product(s), we and our Partners reserve the right to cancel the order in whole or in part, whereupon Your payment for the Product that could not be delivered, or the entire order, will be refunded.

Upon delivery of the order, we will send a receipt of the purchase to Your registered email address, stating inter alia the Products (including potential replacement products) finally covered by the purchase. The receipt is issued either by foodora on its own behalf as the seller of the Products (see section 4.4 below) or on behalf of the relevant Partner in cases where the Partner has sold the Products to You (see section 4.5 below).

4.3 Special instructions when ordering

You have the right to leave special instructions for an order or a Product(s) in the order. To the extent possible and commercially reasonable, these special instructions will be followed. However, neither the Partner nor foodora is obliged to exchange or refund an order and/or a Product(s) accompanied by special instructions from You.

For special instructions related to allergens, allergic reactions, restrictions or dietary requirements, please contact the relevant Partner directly as per section 10.2-3 below before placing the order. In case You are particularly sensitive to contact with certain allergens, please note that neither foodora nor the Partner can guarantee that Your Product, despite any special packaging, will not be delivered in the same transport bag as Products containing such allergens.

4.4 Contractual party relationship regarding purchases of meals and other Products from Restaurants

When meals and other Products from Restaurants are purchased by You on the Platform, foodora acts as the seller of the Products prepared by the Restaurants. Hence, for such orders, You enter into an agreement with foodora.[4]

4.5 Contractual party relationship regarding purchases of food stuffs and other Products from Shops

When Products are ordered from Shops on the Platform, foodora acts as an intermediary and transporter of the Products sold by the Shop if You have not chosen Pick-Up from a foodora market. Thus, when ordering from Shops, You enter into an agreement with the Shop for the purchase of the Products, but You enter into an agreement with foodora for any delivery of the ordered Products.[5]

5. PRICES AND FEES

5.1 Price

Current prices for Products, delivery fee and the size of the service fee are displayed on the Platform at the time of visiting a Restaurant's or Shops' partner page. You accept that prices and offers on the Platform may vary from the prices and offers offered by Our Partners elsewhere (including their own websites, mobile applications, or at their physical outlets). foodora reserves the right to make any obvious typographical errors regarding price or other information. All prices on the Platform are

[4] When making purchases via a foodora Business account, it is foodora and Your employer who enter into an agreement.
[5] See footnote 4.

displayed including VAT. For certain campaigns such as “Single Meals”, prices for Products, delivery fees and service fee are combined into one amount during the purchase process. The specific terms applicable to Single Meals are accessible/visible when ordering Single Meals on the Platform.

foodora has the right to update prices and/or content and other information about the Products. You are responsible to find out what prices etc. apply at the time when You place Your order.

A breakdown of the final prices and additional charges (including the delivery fees, difference to minimum order value, platform fees, or any other charges) are displayed before “Checkout” page. When You place an Order, You agree to all amounts, additional charges and the final ‘Total’ amount which is displayed to You.

5.2 Delivery fee

When ordering with delivery, the applicable delivery fee is displayed at the partner page on the Platform as well as in Your shopping cart. The delivery fee is based e.g. on the distance to the relevant Partner, the order volumes at the time You place Your order, and any offers related to the delivery fee at the time of ordering. Red or green arrows may temporarily appear to indicate increases or decreases of the delivery fee for certain Restaurants.

5.3 Minimum order value

When purchasing via the Platform, a minimum order value may apply to orders. The applicable minimum order value may vary between Partners but is always shown in Your shopping cart before You place the order. When ordering Products whose total value is less than the applicable minimum order value, You will pay the difference between the total value of the Products and the minimum order value applicable to the order. This amount may be deducted from the amount refunded in the event of a return.

5.4 Price reductions

In the event of a price reduction of Products in cases where Section 7a of the Price Information Act (2004:347) (*Sw. prisinformationslagen*) is applicable, the previous price will also be displayed, unless the price reduction concerns Products that can quickly deteriorate or become too old. This is generally done by displaying the previous price, i.e. the lowest price offered during the last 30 days before the price reduction, as a strikethrough in immediate connection with the reduced price.

5.5 Price based on weight

5.5.1 Products tagged as “Weightable”

For some Products, the price is based on their specific weight, and the price is indicated per weight unit. These Products are marked “Weightable” and when making Your order, You will have to enter which quantity of the Weightable that You want to buy. The Partner or foodora market always strive towards picking the quantity specified by You, but please note that the delivered weight from the Partner or foodora market may vary - up or down - by 20 percent. When purchasing Weightables we will therefore reserve an amount equal to the cost of the ordered Weightables plus a 20 percent surcharge, which will be accounted for at checkout. Once the Weightable has been picked and weighed, and its exact price has been established, the reserved amounts will be corrected so that You only pay for the quantity of the Weightable that You get delivered.

5.5.2 Products with approximate weights

For some Products, the price is based on a single approximate weight that is indicated for all Products within the same product category. This approximate weight is also applied for the indication of the Product's price on the Platform, which subsequently constitutes the final price that You pay for the Product at checkout.

5.6 Recycling systems for packaging

Prices for beverages sold in bottles and cans are, where applicable, displayed excluding deposits. For any questions on how to reclaim deposits, please visit https://pantamera.nu/en/.

Furthermore, we and our Partners may cooperate with other third party suppliers regarding deposits on food containers as well. Such deposits are also, where applicable, excluded from the price of the relevant Product.

5.7 Bag fee

When placing orders from a Shop which includes Products that need to be delivered in a bag, You may be charged a bag fee which in those cases will be made visible at checkout.

6. PAYMENT

6.1 How to make a payment

Unless otherwise agreed, payment for Your order shall be made to foodora at the time of ordering by bank/credit card, direct payment, or the other payment methods ("**Payment Methods**") offered on the Platform at the time of ordering.[6] Valid Vouchers or Gift Cards (see definition below) can also be used to pay for Your order in part or in full. The Payment Methods available for Your order are displayed at checkout.

Please note that foodora cannot guarantee that all Payment Methods are always available and that they may be temporarily unavailable or restricted from time to time. foodora reserves the right to offer additional Payment Methods and/or remove existing Payment Methods at any time at its sole discretion.

With Your consent, Your bank/credit card or payment information may be stored with our third-party payment providers for future orders. foodora however does not store Your bank/credit card or payment information.

When purchasing Products for delivery You can give a tip to the rider by choosing a tip amount either in connection to making the payment, during the time delivery is carried out or after completed delivery. The rider will receive the full amount of any tip which You choose to make once the delivery is completed.

For orders cancelled before delivery, foodora will process a refund of any tip paid by You to the payment method used for the order. Refunds will require time to be processed by Us, Your credit card company and/or your bank. It can take anywhere from 5 to 10 business days (or even up to 30 days for overseas banks) for Your refund to be processed and reflected in Your account. Tips are not refundable once the order has been delivered.

foodora reserves the right to suspend the processing of any transaction if it reasonably believes that the transaction may be fraudulent, illegal, or involves any criminal activity, or if You have breached the Terms. In such cases, foodora shall not be held liable for any withholding, delay, suspension, forfeiture, or cancellation of any payment(s) to You.

Please note that for donations through the ShareTheMeal program, the World Food Programme will be the final recipient of Your donation.

6.2 No own payment services

foodora does not provide its own payment services to You or to third parties. All online payments are processed through the external payment service providers presented on the Platform. Consequently, by making a purchase via the Platform, You also accept, in addition to these Terms, the terms and

[6] Orders made via foodora Business are paid via a corporate credit unless Your exceed Your allowance, see footnote 3.

conditions of the external payment service provider relevant to Your payment. For more information, please visit the respective external payment service provider's website.[7]

7. OFFERS AND CREDITS

7.1 Campaigns, gift cards and vouchers

foodora may from time to time have offers in the form of campaigns and other types of discounts on the Platform ("**Campaigns**"). On the Platform, Customers can also purchase gift cards that can be used to purchase Products on the Platform ("**Gift Cards**"). foodora may also offer You credits that can be used to purchase Products on the Platform ("**Vouchers**"). Vouchers cannot be used to purchase Gift Cards.

Gift Cards and Vouchers with a fixed nominal value can be redeemed when an order is placed either to pay in full or in part for Products, delivery and other fees when ordering via the Platform, unless otherwise specifically stated for the Voucher or Gift Card. The Vouchers that foodora issue are generated due to different reasons and therefore have different areas of use. Firstly, there are Vouchers that contain offers such as different discounts. These Vouchers usually have a limited validity period. Further, foodora may issue Vouchers to compensate for delays or other problems with Your order. Such Vouchers are issued at foodora's sole discretion and are valid for seven (7) days from the date of issue. foodora may also issue Vouchers following Your complaint of an order. Alongside Vouchers, there is also the foodora wallet which is described below under section 8.

Should foodora issue any kind of Voucher, You can find them under the "Vouchers" tab in Your profile.

7.2 Restrictions on use

The following restrictions apply to Campaigns, Gift Cards and Vouchers:

- Certain Partners and Products may be excluded from Campaigns, Gift Cards and Vouchers.
- Gift Cards and Vouchers are not redeemable for cash and can only be used once.
- Gift Cards and Vouchers are consumed upon use regardless of using the full amount or not and can only be used before completing the order.
- foodora does not add Campaigns, Gift Cards or Vouchers to orders afterwards.
- Once the validity period specified for the Gift Card or Voucher has expired, it can no longer be used as a means of payment for purchases on the Platform, nor can it be reactivated, nor will any credits or remaining values be refunded.

Please note that Campaigns, Gift Cards and Vouchers cannot be used on Products for which age restrictions apply. However, for orders containing both age restricted and non-age restricted Products, the relevant Campaign, Gift Card or Voucher will be applied to the non-age restricted Products.

If foodora offers You introductory or "trial" prices, they are valid only once (1) per registered user.

Generally, Gift Cards, Vouchers and introductory prices are personal and in these cases it is prohibited to resell them to third parties unless authorized by foodora. If You misuse, or otherwise use Campaigns, Gift Cards and/or Vouchers or introductory prices in an inappropriate, fraudulent or unauthorized manner, foodora may terminate, withdraw or invalidate them and also reserves the right to charge You for costs and expenses related to such activity and to suspend You from the Platform.
In addition to these Terms, other terms and conditions may apply to the use of Campaigns, Gift Cards, Vouchers and introductory prices. Such other terms and conditions may then apply in conjunction with these Terms.

8. FOODORA WALLET (LIMITED AVAILABILITY)

[7] For Adyen, see https://www.adyen.com/sv_SE/legal/terms-and-conditions, for American Express, see https://www.americanexpress.com/se/legal/villkor/ (only available in Swedish), for PayPal, see https://www.paypal.com/se/webapps/mpp/ua/legalhub-full (only available in Swedish), for Klarna, see https://www.klarna.com/se/villkor/ (only available in Swedish).

8.1 About foodora wallet

foodora wallet is a feature on the Platform that You can use when making purchases of meals and other Products that You can find at Restaurants on the Platform. foodora wallet cannot be used when purchasing Products from Shops. These terms regarding foodora wallet is an integral part of the Terms, which apply to the use of foodora wallet, including terms regarding use of the Platform, execution of orders, our delivery terms etc.

The balance in Your foodora wallet can increase either from You receiving so called cashbacks (see more under section 8.2 below) and/or refunds in the form of vouchers to Your foodora wallet, below referred to as “wallet vouchers” (see more under section 8.3 below).

If the balance of Your foodora wallet is positive, You can use it when making purchases of meals and other Products that You can find at Restaurants on the Platform. If the balance of Your foodora wallet is lower than the cost for the Product You wish to buy, You can use Your debit or credit card to settle the part not covered by the balance of Your foodora wallet (hereinafter a “mixed payment”). A mixed payment can only be made using a debit or credit card and not with other Payment Methods such as Swish. You cannot move the balance from Your foodora wallet to other accounts registered on the Platform or external bank accounts or other external accounts. Please note that foodora wallet can only be used to pay for meals and other Products from Restaurants and not for orders of Products from Shops.

For information on further limitations of foodora wallet, see section 8.4 below.

8.2 Cashbacks

Cashbacks are different economic rewards to Your foodora wallet, that foodora, in its own discretion, can assign to You when You use foodora wallet. If cashbacks are available and Your order meets the requirements for using/earning the cashback, You can add it to Your order and then receive the amount it carried in Your foodora wallet. Cashbacks can then be used on Your next purchase. Please note that when You choose to earn/add a cashback to an order, it will not reduce the amount to be paid for the order where the cashback is earned. Instead, the cashback will automatically be added to Your foodora wallet. Cashbacks have a limited period of validity.

8.3 Wallet vouchers

By marking the checkbox ”Refunds to foodora wallet” (that You’ll find under the gear icon and "Settings for refunds"), You can choose to activate and/or inactive the possibility to receive wallet vouchers to Your foodora wallet instead of refunds to the original Payment Method due to orders being canceled or subject to complaint. ”Receive refunds to foodora wallet” means that all refunds due to canceled and/or faulty orders will automatically be transferred to Your foodora wallet in the form of wallet-vouchers. The automatic transfer of wallet vouchers to Your foodora wallet will continue up until You choose to deactivate the feature via the checkbox “Receive refunds to foodora wallet”.

Please note that Your choice to receive wallet vouchers instead of refunds will only apply to refunds made as a result of purchases of meals and other Products that You can find at Restaurants where payment was originally made with a debit or credit card. Purchases of Products from Shops or purchases of meals and other Products that You can find at Restaurants where payment was made with other Payment Methods, e.g. Swish, will instead be refunded to the original Payment Method.

Wallet vouchers issued as a result of canceled orders, refers to situations where foodora has canceled an order before it was delivered to You, or picked up by You. Other wallet vouchers are issued as a result of You contacting us and complaining about an order where we accept to refund the purchase price of said order to You, see more about complaints in section 12. In both situations You will receive a wallet voucher in Your foodora wallet that corresponds to the order value, instead of a refund to the Payment Method used for Your original purchase.

Provided that You have not spent a wallet voucher, You have a right of withdrawal within 120 days from the day You received the wallet voucher. You exercise Your right of withdrawal by contacting our customer service, whereafter the wallet voucher will disappear from Your foodora wallet while the value of the refund will instead be transferred to the debit or credit card that You used for the original purchase. It is not possible to transfer the balance of Your foodora wallet to another debit or credit card or other Payment Method or other account than the one used for the original purchase. These terms for right of withdrawal are specific for foodora wallet, for terms applicable to other purchases on the Platform we refer you to section 12.2.

8.4 Other information about foodora wallet

When the balance of Your foodora wallet is used to pay for all or parts of an order from a Restaurant, any balance consisting of cashbacks will be used first while balance consisting of wallet vouchers will be used last.

If You have made a purchase using only the balance in Your foodora wallet where the order in question is canceled or deemed defective/faulty according to what is mentioned in section 12, You're refund will automatically go to Your foodora wallet. This also applies if You, at the time of the purchase, have deactivated "Receive refunds to foodora wallet".

The balance of Your foodora wallet cannot exceed SEK 11 500. When the limit is reached, refunds will no longer be converted to wallet vouchers in Your foodora wallet. The value will instead be directly refunded to the Payment Method used for the relevant purchase. You will not be able to receive cashbacks either.

When using foodora wallet, the rules and obligations found in section 16 and 17 (among others) in these Terms apply and foodora is entitled to cancel Your foodora wallet if we suspect that You are breaching these Terms. You are responsible for making sure that no unauthorized person uses Your foodora wallet and foodora is not responsible for any potential damage that You might be caused due to any unauthorized use of Your foodora wallet.

foodora may at its own discretion implement new features and/or change the current features of foodora wallet. If You cancel Your account with foodora, any outstanding balance of Your foodora wallet will be forfeited.

9. CONDITIONS FOR DELIVERY AND PICK-UP

9.1 Delivery areas

You understand that our Partners offer their Products in specific delivery areas and our Partners vary in different delivery areas. By entering Your delivery address on the Platform, You will see the Partners that we make available to You at that time. Delivery areas may expand, shrink or change depending on weather and traffic conditions and situations of force majeure.

9.2 Delivery time

The delivery time and pick-up times for Pick-Up indicated at the time of Your order and after completed payment, are approximate and may change due to traffic or weather conditions and other reasons beyond foodora's control. You can view the remaining delivery time of an order when You click on 'My orders' on the Platform. You acknowledge that the delivery time we provide is only an estimate and orders may arrive earlier or later. In the event that a delivery cannot be completed, we will notify You as soon as possible. foodora may in some cases compensate You for delivery delays.

For orders delivered by the Partner itself, foodora may ask You to contact the Partner directly in case of delivery problems or delays.

9.3 Delivery

When You place an order on the Platform with delivery (direct or pre-ordered), You confirm and agree that the ordered Products will be delivered to the address You provided for the relevant order. Please note that delivery can only be made to locations at addresses that our couriers can locate and reach. Prior to delivery, You are responsible for:

(a) being available to receive in-app messages and/or calls at the telephone number You have provided on the Platform; and
(b) being available at the specified delivery address to receive the order unless You have consented or otherwise indicated in advance that the courier shall leave Your order at the door.

In case You have requested for the order to be left at Your door, foodora or the Partner has the right to leave the delivery at Your door or at the nearest other accessible location at Your address.

In case You have not requested for the order to be left at Your door, we will try to call and text You at the number You have provided to us. If we are unable to reach You or locate the address, the courier will leave the Products at Your door or at the nearest other accessible location at Your address.

However, this only applies insofar as there are no restrictions regarding the ordered Product(s), e.g. if customer identification or similar is required upon delivery. When the delivery is left at Your door or at the nearest other accessible location at Your address, foodora or the Partner will send a receipt of the delivery on the Platform.

In some cases, once You have confirmed Your order and a courier has picked up Your order, You will be provided with a unique 4-digit delivery PIN (“Delivery PIN”) on the order Tracking page on the Platform. In the event the courier is not able to reach You in order to retrieve the Delivery PIN, the courier may leave the Products at Your doorstep or at the nearest other accessible location at your address.

We will sometimes use other verification methods such as taking a photo of Your order with Your house / unit number plate (if applicable). We emphasize that the courier is of course bound by foodora’s privacy policies.

Once the order has been delivered to Your specified delivery address, the risk of loss of, or damage to, the Product(s) passes to You. Neither foodora, nor, where applicable, the Partner, is responsible for any loss or damage to Products that arises after delivery.

9.4 Saver Delivery

If You choose Saver Delivery, the delivery time for Your Order may be longer, and You will therefore be charged a lower delivery fee. To keep Your food fresh and ensure food safety, highly perishable Products cannot be delivered through Saver Delivery.

9.5 Priority Delivery

Choosing priority delivery prioritises the dispatch and handling of Your Order to help it arrive faster. Do note that the delivery timing shown on the Platform is an estimate and not a guaranteed timing.

9.6 Scheduled Delivery

Scheduled delivery allows You to choose a specific time to schedule an Order in advance for delivery at such specific time.

9.7 Pick-Up

If You have chosen Pick-Up at the time of ordering, the Product(s) shall be collected by You at the Partner's place of business at the time indicated on the Platform at the time of ordering. Depending on the type of Product(s) You ordered, the Partner may require You to identify Yourself with a valid ID

when collecting the order. In the same way as for delivery, see section 9.3 above, the Partner may refuse delivery in the event of any of the circumstances listed there.

Some Products may be adversely affected by Your failure to pick them up at the time indicated on the Platform at the time of ordering, such as refrigerated and frozen goods. foodora, or where applicable the Partner, is not responsible for any deterioration or any impact that may result from Your failure to pick up the Products on time.

If the order is not collected within a reasonable time after the specified pick-up time has passed, usually 30 minutes depending on the Products ordered and the opening hours of the relevant Partner, You may be charged the full price for the Products to the extent that they cannot be resold and/or for any other costs incurred by foodora or the Partner in connection with Your order.

Once You have collected the order, the risk of loss of, or damage to, the Product(s) passes to You. Neither foodora nor the Partner is responsible for any loss or damage to Products that occurs after pick-up.

9.8 Group Order

Where available, You may choose to start or create a group order by clicking the icon on the Platform, which allows groups of people to organize group orders. Group order allows You to start a group order cart on the Platform and invite people to add their selected items directly into Your cart. This makes it easier for You to organize group orders with multiple participants via the Platform. Once You have started a group order, You will be the “host” of the group order. As the host, You can share a unique link or QR code (for mobile users) with other users who will then be able to participate and join in your group order as “guests”. The host can submit the group order for check out at any time regardless of whether all guests have submitted their respective order(s). Guests will be able to edit, add or remove items from their order at any time until the host submits the group order for check out.

Only the host will be able to determine the delivery details (e.g., date, time and delivery address), payment method and have access to the Help Centre in respect of the group order. All guests should reach out directly to the host if there are any questions about the group order. There is no option to split payments in the group order. The group order must be submitted and paid for by the host.

10. CONTENT AND QUALITY OF MEALS AND FOODSTUFFS

10.1 General

Meals and other foodstuffs made available for purchase on the Platform are, where applicable, prepared and packaged by Partners. foodora does not prepare and is not involved in the preparation, cooking or packaging of the Products. In these cases, it is the Partner's responsibility to be registered as a food business with the local authorities and to comply with the requirements of the Swedish Food Agency.
foodora has procedures in place to confirm that Partners who handle meals and foodstuffs are registered with the relevant authority, but do not carry out their own checks on the Products. foodora only handle Products to the extent necessary to carry out, where applicable, their delivery to You.

10.2 Information about content of meals

The Partner preparing meals made available through the Platform provides a list of, and other information about, the ingredients of the meal. This is presented on the Platform, but foodora cannot guarantee that the information is accurate and up-to-date at all times as the Partner may have replaced or supplemented an ingredient included in the meal without our knowledge. For more information on e.g. allergens, ingredients or the origin of an ingredient, we therefore ask You to contact the Partner directly via the contact details available on the respective Restaurant's partner page on the Platform under the tab "Reviews & info" or via a link found at the bottom of the Restaurant's menu page on the Platform.

Unless otherwise specified, the meals are intended to be consumed immediately after they are delivered to You and we are not responsible for the quality of the meal if it is consumed later.

10.3 Information about content of foodstuffs

On the Platform, product information is provided for all Products in the form of foodstuffs, but foodora cannot guarantee that the information on the Platform is accurate and up-to-date at all times. Before consuming a Product, it is therefore important that You carefully read any table of contents, especially if You are sensitive to any particular allergen. In the event of conflicting information, the table of contents on the Product's packaging always prevails over the product information on the Platform.

If You have any questions regarding ingredients in foodstuffs sold on the Platform, You are welcome to contact the Shop directly via the contact details available on the respective Shop's partner page on the Platform under the "Shop information" tab on web and "i" on app.

10.4 Maintenance of quality

The Partner assembles and prepares Your order for delivery or Pick-Up immediately or as pre-ordered, similar to shopping directly in a store. Therefore, in order to ensure that the Products maintain their quality upon delivery and that refrigerated goods are picked up without delay, Your order will not be sent to the Partner until we have an available courier.

11. SPECIAL CONDITIONS FOR CERTAIN PRODUCTS

Products for which age restrictions apply, such as alcohol, over-the-counter medicines, tobacco and nicotine pouches, may only be ordered by You if You are 18 years or older. When ordering such Products on the Platform, You must verify Your age via BankID. Please note that by placing an order for these types of Products, You agree to enter into a binding contract to purchase the ordered Products.

Upon delivery or Pick-Up, foodora, or where applicable the Partner, performs age and ID checks on the recipient of the order to confirm that the recipient is the same person, or a representative specified by the ordering party, who placed the order. If the age and ID check of the recipient is not approved, foodora or the Partner will, in accordance with section 9.3 above, not deliver/hand out the Product but instead return it to the Partner. However, in case the order included additional, non-age-restricted Products, they may be delivered/handed out.

12. COMPLAINTS AND RIGHT OF WITHDRAWAL

12.1 Complaints

If You place an order as a private individual/consumer, You have the right to complain about the order within three (3) years from the time of purchase in case Products are missing or if the Products that have been delivered to You are defective, incorrect or otherwise not in accordance with Your order. To do so, please contact our customer service with a description of the problem within two (2) months from when You noticed/should have noticed the defect/fault.

Once we have received Your complaint, we will notify You. We will then examine the case as soon as possible to identify the problem and find a solution in accordance with applicable consumer protection legislation. We may also involve the Partner who prepared or packed the order in the complaint process and request additional information from You.

If we determine that the order complained about was incorrect and entitles You to a full refund, You may choose between receiving a refund via the same Payment Method used for the purchase or receiving a refund in the form of a Voucher that can be used for future purchases on the Platform. A Voucher that acts as a refund is, unlike other types of Discount Codes under section 7, valid for 30 days. If You have activated "Receive refunds to foodora wallet", You will receive the refund as a wallet voucher directly to Your foodora wallet, see more in section 8 above.

Please note that even if we determine that the order is not eligible for a full refund, our customer service team may issue Vouchers as a partial refund. Such Vouchers are also valid for 30 days but cannot be combined with other offers, Vouchers or Campaigns.

Please note that the terms applicable to Vouchers in general in accordance with section 7 above also apply to Vouchers obtained as refunds.

12.2 The right of withdrawal

12.2.1 About the right of withdrawal

If You place an order as a private individual/consumer, You have the right in some cases to withdraw from the contract, i.e. exercise Your right of withdrawal, see section 12.2.2 below.

Please note that by placing an order, You give Your explicit consent to having the delivery service begin as soon as Your order is accepted and that You thereby agree that the right of withdrawal is forfeited upon completion of the service.

Other examples of situations where Your right of withdrawal does not apply when ordering from the Platform are:

(a) The purchase of meals, foodstuffs or other Products with a short shelf life or which can quickly deteriorate or expire;
(b) The purchase of a Product that was sealed by delivery but where the seal has subsequently been broken by You and the Product cannot reasonably be returned due to health or hygiene reasons;
(c) The purchase of Products in the form of a single issue of a newspaper or magazine;
(d) The purchase of Products which are inherently mixed with other Products after delivery and therefore cannot be distinguished.

For an exhaustive list of exceptions to the right of withdrawal, please see the Act on Distance Contracts and Off-Premises Contracts (2005:59) (*Sw. lag om distansavtal och avtal utanför affärslokaler*).
The right of withdrawal neither applies to orders that have already been returned to foodora or the Partner due to delivery not being possible and where You have not prior thereto informed us that You wish to exercise Your right of withdrawal. In the event of a failed delivery attempt, the order will instead be canceled and we reserve the right to charge You for the costs in accordance with section 9.3 above.

12.2.2 Exercising Your right of withdrawal

If You wish to exercise Your right of withdrawal, please inform our customer service or the relevant Partner by a clear notice thereof within 14 days from the day You receive the Product or, where the order consists of a Product made up of several parts, an essential part of the Product.[8] Who You should inform, i.e. who is the seller of the Product(s) in question, is stated on the receipt, see section 12.2.3 below regarding returns to Shops. When it comes to returns of Products from Restaurants, You can notify our customer service directly. You can find contact details to our customer service in section 21. Please note that we and our Partners may refuse Your return if it is not made within the notice period.

When You want to exercise Your right of withdrawal, we recommend that You specify at least the following:

(a) that You wish to withdraw from the purchase;
(b) Your order number and the date of the order; and

[8] If the last day of the withdrawal period falls on a Saturday, Sunday or a public holiday, the withdrawal period is extended to the next working day (Monday - Friday).

(c) which Products You wish to return as well as Your name and address.

You can use our form for exercising Your right of withdrawal, see here, but You can also use the form provided by the Swedish Consumer Agency here (only available in Swedish).

12.2.3 How to return a Product

Returns of Products sold by Shops should be made directly to the Shop's point of sale unless otherwise specified by foodora or the Shop in question.

The Product must be returned by You to the Shop's place of business within 14 days from the date of Your notice regarding Your wish to exercise Your right of withdrawal. For information on the Shop and its opening hours and address, see the Shop's partner page or the information on Your receipt. If You choose to send the Product to the Shop by post, You are responsible for any shipping costs.

Remember to ensure appropriate means of return and pack the Product appropriately to protect it from transport damage in transit as You may be held liable if the Product is damaged (provided that we can prove that You have been negligent).

When returning Products from Restaurants where the right of withdrawal still applies, further information on the return address will be provided to You in our confirmation of Your return. Nevertheless, the return must still be made within 14 days from Your notification of the exercise of Your right of withdrawal and You are still obliged to pack the Product in a way suitable for the return.

12.2.4 Refund of returns

After foodora's or the Partner's acceptance of Your return, the refund will be made with the same Payment Method that You used to place the order, unless otherwise agreed or stated in these Terms. If, upon return, the Product has been used, handled or packaged negligently by You, or if You have otherwise handled the Product to a greater extent than is necessary to determine its characteristics or function, foodora or the Partner is entitled to deduct from the amount to be refunded a sum corresponding to the Product's reduction in value compared to the Product's original value.

In the case of orders from Shops, the Partner is responsible for handling and approving returns in its capacity as the seller. Refunds may therefore be conditional on the Partner regaining the returned Products or receiving proof that the Product has been returned.

12.3 Limitations on refunds

Please note that foodora does not reimburse the cost of delivery or other services performed in connection with the handling of Products that have been complained about or returned. foodora neither reimburses costs related to the minimum order value or the service fee. If You have paid parts or all of Your order with Vouchers, or if Your order has been subject to other Campaigns, the cost will not be refunded except as regards Gift Cards or Vouchers. As previously stated, You are responsible for the shipping costs associated with any returns.

13. CUSTOMER REVIEWS

Customers are able to rate and review Partners and Products on the Platform. In order to ensure that ratings and reviews come from Customers who have actually purchased Products from the relevant Partner, Customers can only rate and review a Partner after the Customer's order has been delivered and only for a limited time.

Reviews submitted on the Platform must be free from racist, sexist, offensive, harassing or otherwise threatening or illegal content and must not otherwise infringe the rights of third parties (including intellectual property rights, privacy rights and proprietary rights). We perform checks on reviews and in the event that a submitted review is deemed, at our sole discretion or following a notification made according to section 14, to be illegal, in breach of these Terms or otherwise not in compliance with our

values, we have the right to remove the review in question from the Platform. If a Customer frequently leaves reviews that have manifestly illegal content, we also have the right to temporarily suspend the Customer from the Platform after having issued a prior warning.

We will always provide the Customer with a clear and specific statement of reasons for our decision to moderate and a temporary suspension will, in the first instance, last for a maximum of 15 days. However, if the behavior is deemed serious, we may decide to terminate the Customer's account with immediate effect, but the Customer will always be notified by email.

For information on our internal complaint handling system regarding our decisions, see section 17.2.

14. CUSTOMER NOTICES

Customers always have the right to contact our customer service to report information or content on the Platform that they consider to be illegal content. Please find contact information to our customer service in section 21.

Please note that in case You frequently submit notices or complaints that are manifestly unfounded, we have the right to temporarily suspend the processing of Your notices or complaints. Such suspensions will only occur after we have issued a prior warning and will, in the first instance, last for a maximum of 15 days. Temporary suspensions will be carried out in cases where:

- You have already submitted a notice or complaint about the same content in the past and the notice or complaint has already been examined by us;
- Your notice or complaint is clearly unfounded and/or fictitious, and/or You are clearly not acting in good faith (e.g. notice or complaint relates not to content per se, but to the contributor of the content); or
- Your notice or complaint lacks basic arguments and/or supporting facts illustrating why content is allegedly illegal and/or against these Terms and/or our values.

For information on our internal complaint handling system towards our decisions, see section 17.2.

15. PERSONAL DATA PROCESSING AND DATA PROTECTION

We process Your personal data in accordance with our Privacy Statement and by accepting the Terms You are aware that we may send You emails and/or text messages related to Your order.
Depending on the choice of Payment Method, an external payment service provider may also process Your personal data according to the respective payment service provider's own terms and conditions.

16. FOODORA'S RIGHTS

16.1 Respect for the Platform

Products sold through the Platform are intended for individual use and unauthorized commercial use of Products or the Platform is strictly prohibited. You undertake, by accepting these Terms, not to resell or transfer any right or obligation in relation to foodora.

16.2 Respect for other intellectual property rights

All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights owned or used by us and those included in the Platform or foodora's marketing materials (including but not limited to titles, graphic images, icons, scripts and source codes) are the property of us, another licensor, or the Partner and may not be reproduced, distributed, sold, used, posted, published, transmitted, distributed, modified, altered, copied, restricted or used (in whole or in part) without our prior written consent.

Use of any of the intellectual property rights listed above for any commercial or other purpose without our authorization is strictly prohibited, except as required to use the Platform in accordance with the Terms.

You do not have the right to use third parties materials displayed on the Platform. Doing so may infringe upon their rights. Any use of materials on the Platform is entirely at Your own risk

16.3 Respect for property

You may not, for any purpose, tamper with, attempt to gain unauthorized access to, modify, hack, fix or otherwise adjust any of our property, such as materials, software, hardware, source codes or information.

17. FOODORA'S RIGHT TO ACT AGAINST CUSTOMERS

17.1 Temporary or immediate suspension

In the event that You have frequently provided content on the Platform which, in our sole discretion or following a notification made under section 14, is deemed to be manifestly illegal (e.g. if the content is manifestly abusive, harassing, promoting hate speech or otherwise in breach of these Terms), we reserve the right to temporarily suspend You from the Platform for a reasonable period of time after having issued a prior warning. We will always provide the Customer with a clear and specific statement of reasons for our decision and the temporary suspension will, in the first instance, last for a maximum of 15 days. For information on our internal complaint handling system towards our decisions, see section 17.2. However, if Your behavior is deemed serious, we may decide to terminate Your account with immediate effect, but You will always receive an email to that effect. Regardless of the severity of the behavior, we may always claim compensation from You for costs and damages incurred by us or our Partners as a result of Your behavior.

We further reserve the right to suspend accounts and terminate ongoing or pre-ordered orders or otherwise terminate our services to You with immediate effect if You breach these Terms, misuse our services, or otherwise cause damage or inconvenience to us, the courier, our Partners or our other Customers through the use of the Platform and our services, for example if we have reasonable grounds to suspect that You repeatedly make fake orders or complaints or used the Platform for fraudulent or unlawful purposes or in a manner other than its intended use. Suspension of accounts can be done immediately but You will always be notified thereof by email. In the event of suspension, we will reimburse You the amounts relating to uncompleted orders reduced by the costs incurred by us or the Partner as a result of the suspension.

Finally, we reserve the right to disable the use of email addresses and/or payment details or means previously linked to suspected or confirmed fraud on the Platform.

17.2 Internal complaint handling system

If You receive a decision from us regarding content removal, suspension or closing down of account made in accordance with sections 13, 14 and 17.1, You can appeal the decision. Information on how and where to submit an appeal will be provided with the decision. Please note that the appeal must be submitted by You within six (6) months from the date You receive the decision.

18. FOODORA BUSINESS

18.1 General

In addition to Your private account, Your employer can offer You a business account via foodora's business solution "**foodora Business**", where You can make business purchases according to the agreement with Your employer. Hence, If You, via Your employer, get access to an account on foodora Business, You will have the opportunity to place orders either via Your private account or Your foodora

Business account, and You may therefore switch between being a private user and a business user on the Platform. Thus, if You have access to both kinds of accounts, You must pay careful attention to which account You are logged in to when making purchases on the Platform.

It is important to know that You and foodora do not enter into an agreement when You, via Your employer, get access to foodora Business or when You make purchases on Your foodora Business account. Instead, agreements are made between foodora and Your employer. This also means that the orders You place via Your foodora Business account are not subject to consumer protection rules. However, in all other aspects these Terms apply in full.

You as a user of a foodora Business account are aware that foodora, in accordance with the agreements entered into with Your employer, may under certain circumstances shut down Your account. See examples of such situations in section 17.1.

If You want to delete Your foodora Business account, please ask the manager of Your account to delete Your account, or send an email to corporate@foodora.se.

You can easily find out what applies to the use of Your foodora Business Account under the "Allowances" tab and otherwise it is up to You to inform Yourself of the rules and conditions set by Your employer for Your use of foodora Business.[9]

18.2 Link to Your private account

Upon activation of Your foodora Business Account, You will be asked to link this account to Your private account. This connection means that You will be able to switch between Your private account and Your foodora Business account on the Platform. However, data and information on Your private account will not be shared with Your foodora Business account. See more about our processing of personal data under section 15 and section 3.1.4 in our Privacy Statement regarding the processing of personal data in the context of foodora Business. If You have any questions about how Your employer handles personal data, please contact Your employer or read Your employer's personal data policy.

19. OTHER

19.1 Availability of the Platform

While we constantly strive to provide You with the best possible customer experience, we cannot guarantee that access to the Platform will be safe, timely, uninterrupted, free of errors, technical difficulties, defects or viruses. Consequently, temporary disruptions may occur on the Platform as a result of planned or regular system maintenance, downtime due to the internet or electronic communications, force majeure or other factors outside of our control. Nor are we liable for any delays, delivery failures, errors, losses or damages resulting from such problems on the Platform, including those that are inherent in the use of the Platform, the internet or electronic communications.

You understand and accept that we regularly update the Platform, including the mobile app and our website, to ensure its security and to update and improve Your user experience. For these reasons, we may sometimes request that You update to a newer version of the mobile app. These Terms will continue to apply even after such updates to the mobile app.

19.2 Third party links and websites

The Platform may contain links to third party websites, applications or advertisements and by clicking on these links You are aware that You do so at Your own risk. foodora does not control or endorse third party websites, links, applications or advertisements and is therefore not responsible for the

[9] For example, Your employer can set limitations regarding the cost of individual meals, what kinds of food stuffs that may be purchased, etc.

content of these linked sites, nor are we responsible for any loss or damage that may be incurred by You in connection with the use of these websites, links, applications or advertisements.

19.3 Supervision

foodora's business is registered with the Environmental and Health Protection Board in Stockholm (*Sw. Miljö- och hälsoskyddsnämnden i Stockholm*). This registration means that the business is regularly inspected by the local supervisory authority and foodora only accepts Partners who are registered food businesses to handle or prepare Products in the form of meals or foodstuffs made available on the Platform.

19.4 foodora's additional rights

In addition to what is already stated in these Terms, foodora reserves the right to:

- transfer its rights and obligations under the Terms to a third party, provided that the transferee third party can be expected to satisfactorily perform its obligations under the Terms; and
- claim compensation from You for any damage suffered by foodora (including its directors, employees, Partners or other group companies) as a result of Your possible misuse of the Platform or other breaches of these Terms.

In addition to what is otherwise stated in the Terms, the following limitations apply to foodora's liability to You, unless otherwise provided by compulsory law:

- foodora is not responsible for the suitability of the Products for the specific purpose for which You intend to use them, other than as stated in the Terms or the product information on the Platform. However, this does not affect Your rights under the Product Liability Act (1992:18) (*Sw. produktansvarslagen*).
- foodora is not responsible for any direct or indirect damage caused by Your own use of the Platform or other information from foodora. However, this does not apply if foodora has caused You the damage intentionally or through gross negligence.
- foodora reserves the right to interrupt the execution of an order in the event of force majeure-like events such as epidemics or pandemics, including Covid-19, natural disasters, war, terrorist attacks, political unrest, strike, lockout, blockade or other contractual impediment, fire, accident or other circumstance beyond foodora's reasonable control, or any other circumstance that significantly complicates or impairs the conditions for the completion of an order.

19.5 The relation to app store providers

Please note that these Terms are concluded only between You and us and not with any app store providers such as Apple Inc. or Google Inc. ("**App Store Providers**"). However, regarding the use of our mobile app, we would like to make the following clarifications.

- You undertake to use the mobile app solely in accordance with the terms and conditions of the relevant App Store Provider applicable from time to time;
- It is the respective App Store provider, not us, that provides its digital store for downloads, and in some cases purchases, of apps.
- We, and not the App Store provider, are solely responsible for our mobile app and its content. The App Store Provider has no obligation or liability to You (including maintenance and/or support services) in relation to the mobile app or these Terms;
- We, and not the App Store Provider, are solely responsible and liable for all claims relating to the mobile app or Your possession and/or use of the mobile app in accordance with these Terms; and
- We, not the App Store Provider, are responsible for any third party claims of intellectual property infringement relating to our mobile app and Your possession and/or use of our mobile app.

20. GOVERNING LAW AND DISPUTE RESOLUTION

The Terms are drawn up, and shall be interpreted, in accordance with Swedish law.

Disputes between You and foodora shall primarily be resolved by an agreement. In the event that we and You do not agree, the dispute shall be settled by the National Board for Consumer Disputes (*Sw. Allmänna reklamationsnämnden, ARN*) if You have purchased Products via the Platform as a private individual/consumer. foodora follows ARN's recommendations. Otherwise, the dispute shall be finally settled by a general court.

As a private individual/consumer living in the EU, You are also entitled to use the European Commission's ODR platform (European Online Dispute Resolutions) for online dispute resolution. The ODR platform can be found here.

21. CONTACT DETAILS

21.1 Customer service

If You have any questions about the Platform, Products or orders or if You experience any problems with Your account, You are welcome to contact our customer service via email at support@foodora.se (for private customers) or corporate@foodora.se (for foodora Business customers) or, after a purchase has been made, by writing to our customer service via our chat-function. You can also find answers to many common questions in the "Help Center"-tab on the Platform. On our website You can find up-to-date information on opening hours of our customer service.

21.2 Translation tool for chats with artificial intelligence (AI)

To provide You with faster and more accessible customer support, we may utilize AI Chat Translation Tools to translate chat conversations between You and our customer service. Since these translations are generated by AI they may contain inaccuracies or errors and therefore we cannot warrant the complete accuracy, reliability, or context of the translations.

You may at any time during a chat request for the conversation not be translated by AI or to be transferred to an agent who can communicate in Swedish.