

# General Terms and Conditions of Membership and Use of the OlaClick Platform

These General Terms and Conditions of Membership and Use of the OlaClick Platform ("Terms of Use") govern the access, membership, use and operation of the OlaClick digital platform, accessible via the website "<https://www.OlaClick.com>" ("Platform" or "OlaClick Platform") by Partner Establishments. Welcome to OlaClick!

The Platform is made available and managed by OLAClick TECHNOLOGIES CO, a company headquartered in the state of Delaware, by itself or through its Affiliates ("OlaClick", "OC" or "We").

PLEASE READ THE TERMS OF USE CAREFULLY AS YOUR USE OF THE PLATFORM IS SUBJECT TO YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS OF USE AS WELL AS OLAClick'S PRIVACY POLICY ("PRIVACY POLICY").

The Privacy Policy is available via the <  
[https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en\\_2.0.0.pdf](https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en_2.0.0.pdf)>.

OC and the Partner Establishment shall hereinafter be referred to individually as "Party" and jointly as "Parties".

## 1. Legal Nature:

1.1 The Partner Establishment understands and acknowledges that these Terms of Use and Privacy Policy have the legal nature of a contract and agrees that acceptance shall bind the Partner Establishment to its terms and conditions. We therefore recommend that the Partner Establishment print a copy of these documents for future reference. If you do not agree to these Terms of Use or the Privacy Policy, the Partner Establishment must refrain from registering and using the Platform.

1.2. To use the Platform, the Partner Establishment must read, understand and accept these Terms of Use and the Privacy Policy. Acceptance of these Terms of Use and the Privacy Policy constitutes acknowledgement that the Partner Establishment has read and understood all the terms contained in these documents. If the Partner Establishment has any questions about these Terms of Use and/or the Privacy Policy, we recommend that the Partner Establishment contact OC before accepting these Terms of Use and/or the Privacy Policy through our Client service channels or by emailing [[info@olaclick.com](mailto:info@olaclick.com)]. We will be happy to answer any questions you may have.

## 2. Definitions:

2.1. Capitalised terms used in these Terms of Use shall have the meanings set out below:

(i) "Partner Establishment". An individual or legal entity that registers on the OlaClick Platform in order to display, advertise, offer and market its products and/or services to Clients. For the purposes of these Terms of Use, the Partner Establishment is identified by the data provided

by it when registering on the OlaClick Platform, which are incorporated into these Terms of Use.

(ii) "Digital Menu". Digital menu/card generated and made available by the Partner Establishment through the OlaClick Platform listing all products and services offered by the Partner Establishment, including information such as the description and price of each product/service.

(iii) "Client". Any person, natural or legal, who, as a final recipient, accesses the Digital Menu generated and made available by the Partner Establishment through the OlaClick Platform, to request and purchase the products and/or services offered by the Partner Establishment.

(iv) "Personal Data". any information relating to an identified or identifiable natural person.

(v) "Data Protection Legislation". Any laws and regulations in relation to the processing, protection and privacy of Personal Data that are applicable and, if applicable, all guidelines, standards, rules, ordinances, regulations and codes of practice and conduct issued by the authorities of Delaware and any other jurisdiction as applicable and in accordance with the Privacy Policy. The Partner Establishment declares to know and comply with the Data Protection Legislation.

(vi) "User". A capable individual over the minimum legal capacity age who may or may not be accessing the Platform on behalf of a legal entity and who registers on the Platform to enjoy the functionalities offered therein by adhering to these Terms of Use and the Privacy Policy. Users may be Partner Establishments or Clients.

(vii) "OlaClick Platform". Virtual platform accessible via the web (available at "<https://www.olaclick.com/>") through which Partner Establishments can carry out various types of actions with the aim of exposing, publicising, offering and marketing their products and/or services to Clients, including, but not limited to: (i) create and make available a Digital Menu of the products/services that the Partner Establishment wishes to offer to potential Clients, (ii) generate a QR Code for the Digital Menu; (iii) insert and/or modify the prices of the products/services offered; (iv) add, modify and delete products/services from the Digital Menu; (v) receive orders from potential Clients via WhatsApp; and (vi) access the history of orders placed.

(viii) "Privacy Policy". It is the Privacy Policy of the OlaClick Platform that regulates the Processing of Personal Data by OC, applicable to all Users, including Partner Establishments and Clients alike. The Privacy Policy is available via the < [https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en\\_2.0.0.pdf](https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en_2.0.0.pdf)>.

(ix) "Consumer Protection Legislation". These are all laws, rules, regulations, requirements and guidelines relating to consumer protection, applicable to the Partner Establishment and/or the Clients. Partner declares to know and comply with the Consumer Protection Legislation.

(x) "Data Subject". an identifiable natural person, one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(xi) "Processing". any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(xii) "Personal Data Breach". a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

(xiii) "Consent". any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

(xiv) "Affiliates". Any person, organization or company controlling, controlled by or under common control with one of the Parties.

### **3. About the Platform:**

3.1. The OlaClick Platform is a technological tool that, by using the Internet, facilitates the approximation between Partner Establishments that wish to offer and market their products and services and Clients who wish to request and purchase such products or services from the Partner Establishment, through the use of the OlaClick Platform.

3.2 The Platform enables Partner Establishments to create and make available Digital Menus, in which they list the products and services offered and provide information on the description and price of each item. Through the Platform, the Client may access the Digital Menu of a particular Partner Establishment and select all the items they wish to purchase. When finalising the order, the Platform will open a conversation window on the "WhatsApp" application directed to the contact number provided by the Partner Establishment as a pre-structured message suggestion containing the items selected by the Client, the amount of each item, the total amount and the Client's contact and delivery details (such as name, telephone number and address, as detailed in the Privacy Policy). If the Client agrees, the Client must send the message to the Partner Store, and place the order directly with the Partner Store.

3.3. Among the functionalities of the Platform available to Partner Establishments, the following stand out: (i) the creation and provision of a Digital Menu containing the products/services that the Partner Establishment wishes to offer to potential Clients, (ii) generation of QR Code for the Digital Menu; (ii) insertion and/or modification of the prices of the products/services offered in the Digital Menu; (iii) addition, modification and deletion of products/services from the Digital Menu; (v) receipt of orders from potential Clients via WhatsApp; and (v) access to the history of orders placed.

3.4. In order to guarantee the quality of the Platform, new functionalities may be included in updates and new versions of the Platform, as well as functionalities currently existing may cease to exist and/or suffer limitations. OC makes no commitment to keep active any tool, functionality or service that is currently offered or has been offered in the past, regardless of whether it was offered for free or for a fee.

3.5. The Partner Establishment states that it is aware and agrees that OC only provides the Platform to bring Partner Establishments and Clients together, by enabling Partner Establishments to create and make available their Digital Menu and for Clients to order and purchase the products and services offered. Thus, OC has no participation, interference or responsibility in the relationship established between the Partner Establishment and the Clients, including in the event of any default by the Clients.

3.6. In addition, the Partner Establishment is fully aware that OC does not offer any type of freight service, transport, delivery, nor the approach of the Partner Establishment with deliverers, and the Partner Establishment must arrange its own form of delivery of products and services to Clients, without any participation of OC.

3.7. The Platform may include the offer of third party services, which shall be provided according to terms and conditions determined by such third parties and under their exclusive responsibility ("Third Party Services").

3.8. These Terms of Use apply to all OC platforms. Notwithstanding the foregoing, the services may be subject to specific contract terms, agreements, policies, guidelines, standards and regulations, which must be accepted at the time the respective service is contracted or used. Unless otherwise expressly stated in these Terms of Use, any new features that are implemented on the Platform shall be subject to these Terms of Use.

#### **4. Technical Requirements for the Use of the Platform:**

4.1. Use of the Platform necessarily depends on equipment and devices connected to an internet network, which must be independently obtained and hired by the Partner Establishment. Access to and use of the Platform may be adversely affected by the version of the operating system of the Partner Establishment's device or by the technical condition of the devices used by the Partner Establishment. The suitability and updating of devices, browsers or operating system versions for the operation of the Platform is the Partner Establishment's responsibility. OC shall not be liable for any damage incurred as a result of the discontinuation and/or alteration of old versions of the Platform. We therefore recommend that the Partner Establishment access the Platform frequently to check for new updates.

#### **5. Registration:**

5.1 To fully use the functionalities of the Platform, the Partner Establishment must register on the Platform by providing OC with all the information requested in the registration forms, which will be subject to the Privacy Policy. Registration and access to the Platform today are free of charge to all Partner Establishments, without prejudice to any subsequent changes (duly notified to the Partner Establishment).

5.2. The Partner Establishment shall be responsible for checking that all of its data on the Platform are correct and represent its reality at the time of registration of the information, even in the case of automatic completion of data by OC. By registering, the Partner Establishment guarantees the accuracy, clarity, authenticity, legality, validity and updating of the information provided.

5.3. The Partner Establishment shall at all times keep its data up to date and OC shall not be obliged to police or monitor the Partner Establishment's data or any additional information provided by the Partner Establishment, but may at its sole discretion delete or question data which appears to it to be untrue or request that the Partner Establishment's identification and registration details be updated.

5.4. When registering, the Partner Establishment must create a login and password to access the Platform. The login and password used by the Partner Establishment to access the Platform are confidential and are its sole responsibility. OC warns that a third party's access to the Partner Establishment's account on the Platform may give the third party access to the Partner Establishment's data and that of its authorized Users, including Personal Data, so if the Partner Establishment has any reason to believe that the confidentiality of this information has been compromised, it must contact OC immediately.

5.5. The login the Partner Establishment creates to access the Platform shall be for personal and non-transferable use and may not be assigned to third parties, even temporarily. The Partner Establishment may not, under any circumstances, have more than one login to access the Platform. If it is necessary to modify any data, the Partner Establishment shall do so through the Platform itself, through the service channels of OC, or by e-mail [[info@olaclick.com](mailto:info@olaclick.com)].

5.6. OC reserves the right to use all valid and possible means to confirm the identity of the Partner Establishment and its authorized Users and to verify compliance with the requirements for use of the Platform by the Partner Establishment and its authorized Users. In this regard, OC may, at any time, at its discretion, request copies of documents from the Partner Establishment and its authorized Users in order to verify the veracity of its registration information. If OC finds that the Partner Establishment registration contains inaccurate or outdated data, the Partner Establishment is aware and agrees that it has two (2) business days to make the necessary corrections, otherwise OC may, at its sole discretion, suspend or terminate the Partner Establishment account.

## **6. Registration on the "WhatsApp" Platform:**

6.1 After registering on the Platform, the Partner Establishment must also register on the "WhatsApp" platform in order to receive orders placed by the Client via the Platform. The Partner Establishment declares to be aware that the full use of the functionalities of the Platform depends on the registration on the "WhatsApp" platform, which is subject to the privacy policy and the specific terms and conditions of use of said platform. The Partner also acknowledges that the "WhatsApp" platform is owned and operated by a third party and is not under the control or interference of OC. Accordingly, the Partner Establishment is aware and agrees that OC shall not be responsible for the services provided by the "WhatsApp" platform or the relationship between the provider of the "WhatsApp" platform and the Partner Establishment.

## **7. Terms and conditions Payment of fee and/or extra features**

Olaclick may charge a certain fee for the use of certain of its features, in which case, by registering for an Olaclick account, you agree to pay Olaclick the fee applicable to the feature, plan or level account chosen by you when registering or when updating such registration

details. Olaclick reserves the right to update or change the fee, fee structure, features or plan details at any time with previous notice. For any upgrade, downgrade or change in plan features selected, plan or level, the updated fee will be charged on the next billing cycle. In plan or level subscriptions plans, the fee might not include certain “advanced features” that could be purchased and charged in addition to the subscription fee.

## **8. Terms and conditions of online payment**

Olaclick might offer a feature for accepting online payments. Payment Method availability varies by geography. Depending on your location, you may not be able to use one or more of the Payment Methods. Payment Methods are sourced from various third-party providers, and each provider controls the terms that apply to its Payment Method. Therefore, you accept that in order to use the online payments feature, you shall, in addition to these Terms and Conditions, agree to the terms and conditions specified by the corresponding Payment Method provider. Olaclick does not provide nor is directly or indirectly involved in the online payment process and, as such, does not have any type of control or involvement over such transactions. As a consequence, Olaclick shall not be responsible and shall not assume any liability for any online payment transactions, including those implying incorrect transactions; frauds, refunds or inaccurate data entry. The terms and conditions applicable to a Payment Method are subject to change at any time, which shall be given notice by Payment Method provider in accordance with such terms, and shall be your responsibility to periodically review your compliance with the applicable requirements.

## **9.. Acceptance of these Terms of Use:**

9.1 By accepting these Terms of Use, you represent and warrant that you have sufficient authority to represent and bind the Partner Establishment to comply with these Terms of Use, including the acceptance of and obligations under the Privacy Policy.

## **10. Modification of the Terms of Use:**

10.1. The Partner Establishment declares and accepts that these Terms of Use may be modified by OC at any time, with prior notice to the Partner Establishment of at least five (5) business days, via the Platform or the email address informed by the Partner Establishment. The Partner Establishment must check this page and review these Terms of Use periodically to ensure that it agrees to the modifications. Use of the OlaClick Platform necessarily implies acceptance of these Terms of Use and any modifications thereto. Except where express Consent is required, if the Partner Establishment continues to use the Platform and/or does not object to the changes and new terms informed by OC within five (55) days of receipt of notification by the Partner Establishment, it shall be understood that the Partner Establishment tacitly, irrevocably and irreversibly agrees to the changes. If it does not agree to the changes to the Terms of Use, the Partner Establishment shall refrain from using the Platform.

## **11. Obligations of OC:**

11.1 The obligations of OC are

(i) Integrating the Partner Establishment in the Platform,

(ii) Host the Partner Establishment Digital Menu and keep it accessible on the Platform so that the Partner Establishment can share it with its potential Clients;

(iii) Grant the Partner Establishment access to the OlaClick Platform;

(iv) Providing access to the control panel with the history of orders placed through the OlaClick Platform to the Partner Establishment; and

(v) Respond to suggestions, recommendations and warnings from the Partner Establishment, insofar as they relate to the purpose of these Terms of Use.

## **12. Obligations of the Partner Establishment:**

12.1 Without prejudice to the other obligations set out in these Terms of Use and the Privacy Policy, the Partner Establishment undertakes to:

(i) Be responsible for the correct supply of their data and/or information, being aware that the incorrect supply may impair the commercialization of products and services to Clients;

(ii) Be responsible for the acts practiced by its collaborators, as well as for its obligations in the civil, fiscal and labour areas, including before Clients, in relation to the products and services traded through the Platform;

(iii) Keep its Digital Menu and opening hours updated on the Platform, as well as remaining online and accepting orders placed by Clients during all the opening hours informed;

(iv) Maintain the quality of the products and services offered through the Platform, preparing the orders exactly as stated in its Digital Menu and delivering the orders to the Clients, in a packaging suitable for transportation;

(v) Provide for the re-execution of any order placed by Clients in the event of any non-conformity;

(vi) Comply with all applicable laws and regulations in the production, offer and delivery of the products or services in question and be responsible for compliance with any and all rules applicable to its activities. Liability for any legal or regulatory violations shall lie solely with the Partner Establishment;

(vii) Not offer any product or service that represents, in any way, an illegal, immoral product or service, to which it is not qualified or licensed to comply or that may, in any way, cause damage to OC, the Clients, other Users or third parties; and

(viii) Issue an invoice or equivalent document to the Clients, in which the value of the products/services must be exactly the same as the one advertised on the Digital Menu.

12.2 The User may not:

(i) Use the Platform in a way that, in any way, implies violations of the rules applicable in Brazil, including the Data Protection Legislation and the Consumer Protection Legislation;

(ii) Copy, assign, license, sublicense, sell, rent, lease or give in guarantee, distribute, share, reproduce, donate, dispose of in any way, make available, give access to the Platform or transfer all or part of the Platform software, as well as its modules, parts, manuals or any information related to it, including any content from OC or other Users, under any modalities, free of charge or onerously, temporarily or permanently;

(iii) Decompile or promote, and/or facilitate, any reverse engineering, improper access, or attempted reverse engineering or improper access, to the source code of the Platform;

(iv) Employ software, techniques and/or artifices with the intention of unduly using the Platform for practices that are harmful to OC, other Users or third parties, such as hacking, scraping, crawling, exploits, spamming, flooding, spoofing, crashing, root kits, etc;

(v) Reproduce, adapt, modify and/or use, in whole or in part, for any purpose, the Platform or any content from OC or other Users, without express authorisation;

(vi) Practice acts that cause or propitiate the contamination or harm any equipment of OC, other Users and/or third parties, including through the publication or transmission of any file that contains viruses, worms, malware, bot, backdoor, spyware, rootkit, Trojan horses or any other contaminating or destructive program;

(vii) Engaging in any conduct that may interfere with the proper functioning of the Platform;

(viii) Using the Platform for a purpose other than that for which it has been made available by OC;

(ix) Use the Platform, or allow its use, for, by, of third parties or for their benefit;

(x) impersonating or attempting to impersonate other Users or using other Users' accounts

(xi) Falsify, omit or simulate IP, network or e-mail addresses, in an attempt to conceal identity or authorship or even blame innocent third parties;

(xii) Violate or threaten the rights and interests of OC, other Users or third parties;

(xiii) Perform acts contrary to morality, law and public order and including, but not limited to, pornography, corruption, money laundering, among others;

(xiv) Attempt to appropriate the intellectual property or content of OC or other Users by any mechanism; and/or

(xv) Using the Platform with the aim of developing or operating a product similar or competing with the Platform or any other product or service of OC, or facilitating access to the Platform by a competitor of OC.

12.3. The Partner Establishment is solely responsible for the safekeeping and secrecy of the username and password of its account on the OlaClick Platform, and for restricting access to the device used to access the Platform, being responsible for all actions carried out through its account.



12.4. The Partner Establishment will be solely and exclusively responsible for the regularity, lawfulness and conformity of its activities with the legislation in force, it being incumbent on it to obtain any and all registration, enrolment, license or authorisation required for the production, offering, marketing and supply of products and services offered by it on the Platform, as well as to observe all relevant legislation, including the regulations, resolutions, ordinances, notices, orders and instructions which may be issued by the competent authorities.

12.5. The Partner Establishment assumes full and exclusive responsibility for providing the products and services it offers on the Platform, including for their suitability and quality, including in relation to Clients and third parties.

12.6. If OC detects any possible violation of Consumer Protection Legislation, of these Terms of Use, of the Privacy Policy or of any other applicable law, OC may, in its sole discretion, without prejudice to other measures, without proof and regardless of notice to the Partner Establishment: (i) edit the Partner Establishment's Digital Menu; (ii) suspend or limit the Partner Establishment's access to the Platform; (iii) suspend or block the Partner Establishment's account temporarily or permanently, making it impossible for Clients to place new orders. and/or (iv) take other civil or criminal measures it deems necessary for the enforcement of these Terms of Use, for the proper operation of the Platform and for the repair of the respective damage caused. In this event, the Partner Establishment agrees to fully exonerate OC from any and all liability arising from any loss or damage in relation to the loss and/or unavailability of information, documents or other content in general or for any losses and damages, including lost profits, arising from the Clients inability to place orders.

### **13. Declarations and guarantees of the Partner Establishment:**

13.1. The Partner Establishment states and warrants that: (i) is able to provide the services and products offered in its Digital Menu; (ii) has all necessary authorizations, licenses, registrations and training to provide the services and products offered in its Digital Menu, in a satisfactory and safe manner; (iii) has regular registration with any government agencies competent to supervise the activity, as required by law.

13.2 The Partner Establishment represents and warrants that it is the owner or licensee of the necessary rights over the images and/or photographs inserted, published, conveyed and/or generated in its account on the OlaClick Platform or displayed on its Digital Menu, and warrants that it has all rights and powers necessary to use such images and photographs and license their use to OC. Accordingly, the Partner Establishment declares and accepts that it shall be solely responsible for any infringement of third party rights over the authorship or ownership of said images and/or photographs. Notwithstanding the foregoing, OC may delete products, images and/or photographs contained in the Digital Menu or Partner Site account that violate applicable law or about which it has received a complaint from a third party.

13.3. The Partner Establishment agrees to defend, indemnify and hold harmless OC and its Affiliates, directors, employees and agents, from and against any charges, actions or claims, including but not limited to court costs and reasonable attorneys' fees, resulting from: (i) the possible misuse of the Platform; (ii) the violation of these Terms of Use, the Privacy Policy or the applicable laws and regulations; (iii) the use of Personal Data in disagreement with the Data Protection Legislation, or the conditions agreed in these Terms of Use or the Privacy

Policy; and (iv) any demands related to any action or omission or in any other way related to the use, of the Platform.

#### **14. Third Party Services:**

14.1 The services provided by the Platform may also use services, channels, platforms or products of third parties, including, but not limited to, the "WhatsApp" platform ("Third Party Services"), operated by third parties that have no relationship with OC. Such Third Party Services may include, for example, services for executing and receiving payments, instant messaging applications, and others. In such cases, your use of such Third Party Services will be subject to the specific terms and conditions of each Third Party Service and OC is not responsible for and has no control over the relationship between the Partner Establishment and the Third Party, the agreed terms or the characteristics and quality of such Third Party Services.

14.2 The Platform may contain links to, or content from, other websites or third party websites of OC or non-OC partners, which does not mean that these websites are owned or operated by OC. OC has no control over these third party sites and shall not be liable for the content, practices and services offered by any third parties, even if contained on its Platform. The presence of third party content on the Platform does not imply a relationship of endorsement, approval, partnership, supervision, complicity or solidarity on the part of OC towards these sites and their content.

#### **15. OC duties:**

15.1. OC may, at its sole discretion:

(i) Suspend, modify or terminate, partially or totally, the functionalities or activities of the Platform;

(ii) Carry out any and all checks, investigations, internal analysis of data related to the use of the Platform by the Partner Establishment and the adoption of any corrective measures in order to correct problems, avoid fraud, meet requests from the Partner Establishment and any other purpose necessary to preserve the integrity of the Platform and Users;

(iii) Disable, without prior notice, the access of the Partner Establishment to the Platform, temporarily or permanently, in case of non-compliance or suspected non-compliance with any of the obligations assumed in these Terms of Use, the Privacy Policy or the applicable legal documents, at the sole discretion of OC; and/or

(iv) Set prices and commissions for offering certain features and/or services, even if initially offered free of charge, upon prior communication by means of the email address informed by the Partner Establishment or notice on the Platform itself, being the use of these, after such notice, considered as agreement of the Partner Establishment with such prices.

#### **16. Intellectual Property Rights:**

16.1 These Terms of Use grant the Partner Establishment a personal, worldwide, revocable, non-exclusive, non-transferable license to use the Platform for the sole purpose provided for herein. This license does not grant the Partner Establishment the right to use the Platform for

any purpose not expressly provided for in these Terms of Use. Accordingly, the license does not authorise the Partner Establishment, without any limitation whatsoever, to copy, modify, distribute, sell or rent the Platform, the services and content of OC and other Users made available and/or made possible by the Platform.

16.2 Use of the Platform by the Partner Establishment is personal and non-transferable, solely for lawful purposes related to the purpose for which the Platform is intended, as provided for in these Terms of Use. Under no circumstances will the Partner Establishment have access to the source code of the software used on the Platform, as this is, and will remain, the sole and exclusive intellectual property of OC.

16.3 Except as expressly provided in these Terms of Use, nothing set forth herein shall be deemed to have the effect of transferring, assigning or licensing any intellectual and/or industrial property rights or other proprietary rights from one Party to the other.

16.4 The Partner Establishment does not acquire through these Terms of Use any intellectual property rights or other exclusive rights, including patents, designs, databases, trademarks, copyrights, content or rights to confidential information or trade secrets, on or relating to the Platform, which are the exclusive property of OC.

16.5. Any and all intellectual property rights related to the Platform, such as, but not limited to, text, images, videos, sounds, illustrations, graphics, data, logos, icons, photographs, editorial content, notifications, software, computer programs, source codes, icons, trade-dress and any other material, including the selection and arrangement of such material, belong and will continue to belong exclusively to OC, and are protected by the applicable law with respect to intellectual property and copyright, and acceptance of these Terms of Use by the Partner Establishment consists only of OC's granting a limited, temporary, revocable, non-exclusive, non-transferable license to use the Platforms at all times in accordance with these Terms of Use.

16.6. It is expressly forbidden for the Partner Establishment, by itself, its partners, employees, collaborators and representatives:

(i) Transmit, disseminate, reproduce, copy or exploit, with commercial intent or not, the content of the Platform, in part or in whole;

(ii) Use data mining device and/or having similar functionality to collect and/or extract data from the Platform;

(iii) Manipulate or display the Platform and/or its respective content using framing or similar navigation technology;

(iv) Reverse engineering the Platform; and/or

(v) Create works derived from the Platform, its source codes or other contents and databases.

16.7. Should the Partner Establishment develop a new module or product characterising a copy, in whole or in part, whether of the database or of the software, this shall be deemed to be part of the software used on the Platform, its ownership being therefore incorporated by OC and its use subject to these contractual clauses, without any remuneration being owed by

OC and the Partner Establishment, by itself, its partners, employees, collaborators and representatives, being barred from using, marketing or otherwise exploiting said module or product.

16.8. The use of the expression "OlaClick" as a brand, business name or domain name, as well as the content of the screens relating to the Platform, as well as the programs, databases, networks and files, are, and shall remain, the exclusive property of OC, and are protected by international laws and treaties on copyright, trademarks, patents, utility models, inventions, industrial designs and other intellectual property rights. The misuse and total or partial reproduction of the aforementioned contents are prohibited, unless expressly authorized in advance by OC.

16.9. The Partner Establishment authorizes OC to use its marks, whether registered or unregistered, solely in furtherance of the intent of these Terms of Use, including, without limitation, the display of the Partner Establishment name and logo on the Platform and their use by OC for marketing purposes in both physical and digital publications. Any other use of the Partner Establishment and/or its Affiliated entities brands by OC must be pre-approved by the Partner Establishment. Nothing in these Terms of Use shall be construed as a transfer of ownership of the Partner Establishment and/or its Affiliated entities' trademarks to OC.

16.9.1 If the Partner Site uses third party trademarks, the Partner Site represents and warrants that it has the appropriate authorizations to use such third party trademarks, as well as the necessary powers to grant OC the right to use such trademarks within the OlaClick Platform during the term of these Terms of Use.

16.9.2 In the event that the Partner Establishment sells its own branded products, the Partner Establishment guarantees to be the sole owner of said brand.

16.9.3. The Partner Establishment agrees to hold OC harmless from any claim, dispute, demand, penalty and/or situation that may arise in relation to the trademark displayed and/or related to the OlaClick Platform by any third party or any competent authority.

16.10. By posting any type of content on the Platform, the Partner Establishment (i) grants a free, worldwide, unlimited license, for the duration of the relationship with OC or for as long as the account is maintained, to the content of the Partner Establishment, (ii) guarantees that the content posted (including images of the products offered) is of its own authorship and/or that it possesses all the rights necessary to use and license such content to OC, (iii) guarantees that the content published on the Platform does not violate any rights or intellectual property rights of third parties, and (iv) shall be fully liable for any damages or losses of any nature whatsoever arising from the breach of such obligations and guarantees.

16.11. The Partner Establishment is aware and agrees that all content sent to OC or the Platform (including ratings, feedback, testimonials, suggestions, complaints, ideas, information, comments, contacts and interactions by any means with OC or with other Users via the Platform) shall automatically become the property of OC, which shall be the sole and exclusive owner of the intellectual property rights over such content. In the event that the assignment of the intellectual property rights over the content created by the Partner Establishment and shared with OC or other Users through the Platform is prohibited by applicable laws, the Partner Establishment hereby grants OC an exclusive, global, free,

unlimited, non-revocable and valid for the entire period of legal protection, license to use and exploit the content, as it sees fit and at its sole discretion.

## **17. Limitation of Liability:**

17.1. GENERALLY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OC DISCLAIMS ALL WARRANTIES AND/OR LIABILITIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

17.2. THE PARTNER'S USE OF THE PLATFORM IS AT ITS SOLE RISK AND LIABILITY AND THE PLATFORM IS PROVIDED AS IS. OC THEREFORE DOES NOT WARRANT THAT:

(i) THE ACCESS TO THE PLATFORM, ITS CONTENT AND/OR ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE;

(ii) THE PLATFORM AND SERVICES WILL MEET THE PARTNER ESTABLISHMENT'S NEEDS AND EXPECTATIONS;

(iii) THE PLATFORM WILL FUNCTION IN A SEAMLESS AND SECURE MANNER;

(iv) THE CONTENT AVAILABLE OR GENERATED ON THE PLATFORM WILL BE ACCURATE OR FULLY RELIABLE; AND/OR

(v) ANY ERRORS IN THE CONTENT OR ON THE PLATFORMS WILL BE EFFECTIVELY CORRECTED.

17.3. In addition to the above provisions, OC shall not be liable under any circumstances, even if jointly or severally:

(i) By unauthorised third party access to the Partner Establishment account on the Platform, including if there is access to Personal Data;

(ii) For acts committed by other Users or by a third party using the login and password of other Users, whatever the hypothesis by which such third party had access to such information;

(iii) By acts of the Clients, including any defaults, order cancellations, or other acts which generate losses or costs to the Partner Establishment;

(iv) For any losses incurred by the Partner Establishment, including lost profits, due to the unavailability or instability of the Platform, suspension of access to the Partner Establishment's account, unavailability of the Partner Establishment's Digital Menu to Clients, failures in the computer system or the Platform's servers or its connectivity with the internet in general, the Partner Establishment must maintain, at its expense, telecommunications line, internet access, communication software, email address and other resources necessary for communication with OC;

(v) By situations of Act of God or Force Majeure, under the terms of the applicable law;

(vi) For damage caused by programs harmful to the Platform, such as, but not limited to, viruses, trojans and hackers, malware and ransomware;

(vii) Direct or indirect damages, loss of profits, losses or expenses, as a result of the use or performance of the Platform, the unavailability or instability of the Platform, the suspension of access to the Partner Establishment's account or the unavailability of the Partner Establishment's Digital Menu to Clients;

(viii) Damages or losses arising from the delay or inability to use the Platform;

(ix) Loss or inadequate use of information sent through the Platform; and/or

(x) Damage resulting from reliance by the Partner Establishment on any information provided by other Users.

17.4. OC does not warrant that the functions contained in the Platform will meet the Partner Establishment's needs, that the operation of the Platform will be uninterrupted or error-free, that any functionality will continue to be available, or that the Platform will be compatible with or function with any third party software, applications or services.

17.5. FURTHERMORE, OC DOES NOT WARRANT, ENDORSE OR ASSUME ANY RESPONSIBILITY FOR INFORMATION PROVIDED BY OTHER USERS OR PARTNERS OR THIRD PARTIES THROUGH THE PLATFORM OR HAVE ANY INVOLVEMENT IN THE RELATIONSHIP BETWEEN THE PARTNER AND THE CLIENTS. THE PARTNER ACKNOWLEDGES AND AGREES THAT OC HAS NO RESPONSIBILITY FOR MONITORING TRANSACTIONS OR COMMUNICATIONS WITH OTHER USERS OR THIRD PARTIES. USERS ARE SOLELY RESPONSIBLE FOR ALL COMMUNICATIONS, TRANSACTIONS, EMPLOYMENT AND INTERACTIONS THAT THEY HAVE WITH OTHER INDIVIDUALS OR ENTITIES THROUGH OC PLATFORM. NOTWITHSTANDING THE FOREGOING OC RESERVES THE RIGHT TO REMOVE IN ITS SOLE DISCRETION, FOR ANY REASON AND WITHOUT PRIOR NOTICE, ANY MESSAGES, INFORMATION, DOCUMENTS AND/OR CONTENT IF THERE IS ANY SUSPICION OR EVIDENCE OF FRAUD OR ATTEMPTED WRONGDOING ON THE SITE.

17.6. IN NO EVENT SHALL OC BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY THIRD PARTY ARISING OUT OF THESE TERMS OF USE, INCLUDING DEATH, INJURY OR DAMAGE OF ANY NATURE WHATSOEVER TO ANY THIRD PARTY, OR ANY LOSS OF PROFITS OR REVENUE OF ANY NATURE WHATSOEVER INCURRED BY USERS, INCLUDING, WITHOUT LIMITATION, DAMAGE CAUSED BY CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PLATFORM FOR ANY OTHER REASON.

17.7. Nothing contained in these Terms of Use is intended to exclude or limit any condition, warranty, right or liability that cannot be legally excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage. Accordingly, only such limitations as are permitted by law in the User's jurisdiction shall apply. In cases where exclusion of liability is not possible, but the limitation of

liability is legally applicable, the total liability of OC will be limited to USD 250 ([\*] American Dollars).

## **18. Term and Termination:**

18.1. These Terms of Use and the Privacy Policy shall be valid for an indefinite period, from the time of acceptance, and may be unilaterally terminated by OC at any time, without any liability, by means of a simple communication through the Platform itself or a message to the e-mail address indicated by the Partner Establishment when it registered.

18.2. The Partner Establishment may, at any time, request the cancellation of its account on the Platform, terminating its relationship with OC, by means of a request sent by e-mail to [info@olaclick.com] at least thirty (30) days in advance. In this case, the User Data shall be handled in the manner set out in the Privacy Policy.

18.3 In any event of termination of these Terms of Use, OC will deactivate the Partner Establishment's account on the Platform, making it impossible for Clients to place new orders.

18.4. During the notice period, in the event of termination without cause by the Partner Establishment, the obligations of the Parties will remain in force, especially with regard to the performance of the Partner Establishment on the Platform relating to the offer, marketing and supply of products and services available in its Digital Menu.

## **19. Independence of the Parties:**

19.1. The Partner Establishment and OC are independent contractors. These Terms of Use do not create any kind of joint venture, partnership, or relationship of subordination between the Parties. Accordingly, the Parties shall perform their obligations to third parties (labor, administrative and tax/tax) independently.

## **20. Act of God or force majeure :**

20.1 Neither Party shall be liable for any delay or breach of these Terms of Use resulting, directly or indirectly, from Act of God or Force Majeure. By "Force Majeure" or "Act of God" shall be understood all causes or events which are beyond the control of either Party and which cannot be foreseen or which, if they could be foreseen, could not be avoided.

## **21. Confidentiality:**

21.1 The Parties shall keep confidential any technical, commercial, financial, strategic, legal and/or any other information related to the Parties' business operations or related to these Terms of Use or to the Platform, which is disclosed and/or delivered in writing by one Party to the other, expressly indicating that said information is confidential or that a person at the time of disclosure may presume, under the specific circumstances in which the disclosure was made, that said information is confidential. The duty of confidentiality set forth in this clause shall run for three (3) years after the termination of these Terms of Use and/or the relationship between the Parties.

## **22. Applicable Law and Forum:**

22.1. These Terms of Use shall be governed and construed exclusively in accordance with the laws of Delaware, United States.

22.2. Prior to any commencement of litigation, the Parties undertake to try and resolve the conflict amicably. When this procedure is not successful, the Parties may submit any claim related to these Terms of Use, the Privacy Policy or the Platform to the Courts of Delaware, United States, as the sole jurisdiction to settle such disputes, to the exclusion of any other, however privileged it may be.

### **23. Taxes:**

23.1 Except as specifically agreed in these Terms of Use, each Party shall be responsible for the payment of the taxes levied by the Applicable Law when executing these Terms of Use. In particular, the Partner Establishment declares and warrants that it will comply with the tax obligations of its responsibility arising from the marketing of products offered on the Digital Menu generated through the OlaClick Platform.

### **24. Personal data protection:**

24.1. The Partner Establishment acknowledges that it may have access to Personal Data sent by OC. The use, production, reproduction, transmission, distribution, processing, storage, deletion, evaluation or control of information and the sharing by the Partner Establishment of Personal Data sent by OC shall be in accordance with the Data Protection Legislation and shall be limited to what is necessary for the performance of the object of these Terms of Use. The use of Personal Data for any purposes that have not been expressly authorized by the Clients and/or OC is prohibited.

24.1.1 The Partner Establishment shall permanently delete any Personal Data transmitted to it under these Terms of Use at the request of the respective owners of the Personal Data or OC, with the exception of the Personal Data that must be kept on account of legal obligations.

24.1.2. The Partner Establishment shall notify OC within 3 (three) business days of becoming aware of any Personal Data Breach, leakage or compromise of its databases related to these Terms of Use, as well as any violation of the Personal Data Protection Legislation of which it is aware in relation to the Personal Data in its custody, being fully liable for any damages caused if such leakage results from its action or omission.

24.2 Processing of Personal Data by OC shall be in accordance with the Privacy Policy.

24.3 The Parties shall ensure:

(i) Appropriate treatment of the information contained in the databases that the other Party provides during the performance of the object of these Terms of Use (upon proper authorization of the Personal Data Holders);

(ii) Processing in compliance with the Personal Data Legislation; and

(iii) Treatment in accordance with the Privacy Policy.



24.4 For the purposes of these Terms of Use, "database" shall mean the organised collection of Personal Data.

## **25. General provisions:**

25.1 Enforceable Title: These Terms of Use contain clear, express and enforceable obligations and, therefore, shall be enforceable as an extrajudicial title in favor of each of the Parties, binding the Parties and their successors in any title.

2.2 Partial Nullity and No Waiver of Rights. In the event any provision of these Terms of Use is found to be void, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or limited in any way. The failure or delay of either Party to exercise any of the powers or rights enshrined in these Terms of Use, or to enforce compliance therewith, shall not be construed as a waiver of such rights or powers nor shall it affect the validity in whole or in part of the Terms of Use, nor the right of the respective Party to subsequently exercise such powers or rights, unless otherwise provided by law or contract.

25.3 Assignment: The Partner Establishment may not assign, in whole or in part, these Terms of Use, or the obligations and rights arising therefrom, to any third party. OC may assign or transfer these Terms of Use and Privacy Policy upon notice to Partner. Further, OC may effect any change in its ownership control without the need for consent of, or notice to, the Partner Establishment.

25.4 Responsibility for the products displayed: The Partner Establishment declares and acknowledges that OC is not the owner, offeror and/or possessor of the products displayed through its Digital Menu. The Partner Establishment declares and agrees to be solely responsible for the products displayed through its Digital Menu. Likewise, it declares that the products and/or services offered are lawful under applicable law and do not violate any legal rule or are considered an infraction, violation or crime under applicable law. OC does not guarantee the veracity of the information included by the Partner Establishment in its Digital Menu, and, therefore, the Partner Establishment shall hold OC harmless from any loss and/or damage generated to Clients, other Users or third parties in connection with the publication and/or distribution of such information.

25.5. Modifications to the OlaClick Platform: The Partner Establishment represents and agrees that at any time and without notice, OC may modify the design, look and feel and artwork of the OlaClick Platform.

25.6. Availability, security and stability: OC does not guarantee the availability or uptime of the OlaClick Platform. In the event of instability or major technical inconveniences of the Platform, OC shall have no liability to the Partner Establishment, but shall make every effort to stabilize its operation.

25.7. Support and communication channel: The Partner Establishment may communicate with OC through the following communication channels: (i) email [[info@olaclick.com](mailto:info@olaclick.com)] or (ii) by the support button on the OlaClick Platform dashboard.

25.8 Source of Funds and Terrorist Financing Declaration: The Partner Establishment declares that its revenue is derived from lawful activities, which are not included in the money

laundering and terrorist financing control lists, managed by any national or foreign authority, and that it is consequently obliged to answer for all damages it may cause as a result of this declaration. Accordingly, OC may deprive the Partner Establishment from using the OlaClick Platform if the Partner Establishment is included in the U.S. Office of Foreign Assets Control (OFAC) list issued by the U.S. Treasury Department, the United Nations list and other public lists related to money laundering and terrorist financing.

25.9. Business ethics and anti-corruption: The Partner Establishment undertakes to implement internal control mechanisms in order to prevent the occurrence of acts of corruption in its dealings. In accordance with the foregoing, the Partner Establishment must not receive or offer, directly or indirectly, by itself or through its partners, employees, administrators or subordinates: (i) sums of money, (ii) any object of pecuniary value or (iii) any other benefit or utility, in exchange for: (i) performing, (ii) omitting, (iii) or delaying, any act in connection with the performance of its duties. The Partner Establishment represents and warrants that both the Partner Establishment and its officers, employees, managers or subcontractors comply with the anti-corruption standards provided by applicable law. Likewise, the Partner Establishment represents and warrants that neither it nor its partners, collaborators, employees, managers or subcontractors are subject to investigations, charges or proceedings relating to the violation of anti-corruption standards and that it has not been subject to legal, disciplinary or contractual penalties deriving from the violation of such legislation. The Partner Establishment is obligated to comply with anti-corruption laws and states that any violation constitutes a breach of these Terms of Use, which gives OC the exclusive right to deprive the Partner Establishment of use of the OlaClick Platform and terminate these Terms of Use. Similarly, the Partner Establishment is obligated to notify OC of any investigation, proceeding, sanction or similar proceeding initiated against the Partner Establishment or any of its partners, employees, officers, managers or subcontractors within twenty-four (24) hours of becoming aware of the investigation.

25.10. Safety and hygiene: The Partner Establishment acknowledges that it is entirely responsible for the quality, hygiene, preparation and safety of the ingredients used in the preparation of the products it sells through the Platform. Accordingly, the Partner Establishment agrees to comply with all applicable food safety regulations and protocols, including those related to preventing Covid-19 or any other similar situation. OC shall not be liable in any degree for any violation by the Partner Establishment of the above criteria.

25.11. Restricted Sales: The Partner Establishment acknowledges that it has the authorisations and licenses from the competent authorities for the offer and sale of alcoholic beverages, if offered. Similarly, Partner-Establishment undertakes to comply with regulations regarding zoning restrictions on sales, hours and any other type of limitations applicable to the marketing of these products, especially the prohibition on the sale of alcoholic beverages to persons under the minimum legal age.

## **26. Communication with OC:**

26.1 If the Partner Establishment has questions, complaints or suggestions about the Platform or its functionality, or wishes to obtain further information or clarification regarding the application of these Terms of Use or the Privacy Policy, or for any matter related to these Terms of Use, the Privacy Policy or the Platform, the Partner Establishment may contact OC

via email at [[info@olaclick.com](mailto:info@olaclick.com)]. OC will be pleased to answer any questions and/or respond to your request.

26.2. By using the Platform or sending us emails or other communications from any electronic device, the Partner Establishment is communicating with us electronically. THE PARTNER ESTABLISHMENT AUTHORISES US TO SEND ELECTRONIC COMMUNICATIONS BY VARIOUS MEANS, SUCH AS E-MAIL, TEXT MESSAGING, PUSH MESSAGES OR APPLICATION-BASED INFORMATION. THE PARTNER ESTABLISHMENT CONSENTS TO AND AUTHORIZES THE SENDING/RECEIVING OF ANY CONTACTS, NOTIFICATIONS, MESSAGES, DISCLOSURES AND OTHER COMMUNICATIONS DELIVERED ELECTRONICALLY BY THE APPLICATION OR PARTNERS COMPRISING THE PLATFORM.

**27. Acceptance:**

27.1. BY ACCEPTING THESE TERMS OF USE, THE PARTNER ESTABLISHMENT DECLARES TO HAVE LEGAL CAPACITY AND EXPRESSLY AND UNEQUIVOCALLY ACKNOWLEDGES HAVING READ, UNDERSTOOD AND FULLY ACCEPTED ITS TERMS AND CONDITIONS.