

Terms and Conditions

Last updated: December 2021

Please read the terms and conditions carefully before using Yoordi.

You hereby confirm that you have read and understood the terms and conditions and consent to them by using our services.

1. ACKNOWLEDGEMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Software Provider. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service or Software is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service or Software you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions then you may not access the Service.

Your access to and use of the Service or Software is also conditioned on your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of your personal information when you use the Software and tells you about your privacy rights and how the law protects you. Please read our Privacy Policy carefully before using our Service.

2. LINKS TO OTHER WEBSITES

Our Service or Software may contain links to third-party web sites or services that are not owned or controlled by the Software Provider.

The Software Provider has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Software Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

3. CONTRACTUAL RELATIONSHIP

3.1 These terms and conditions ('Terms') represent the contractual basis between you and the organization on whose behalf you are acting, on the one side and Yoordi AG, with offices at Berninastrasse 11, 8057 Zürich, Switzerland, registered in the commercial registry under company number CHE-149.274.208 (Software Provider), on the other side.

3.2 These Terms and Conditions apply to your visit to and use of:

- our website <https://www.yoordi.com> and respective others like <https://www.yoordi.app>, <https://www.yoordi.co.za>, <https://www.yoordi.dk>, <https://www.yoordi.no> and others that serve a similar purpose (the 'Website')
- to the Service or Software
- and Software (defined below)
- all information
- recommendations
- and/or services provided to you through the Website and the Service.

Additional or deviating terms and conditions defined in an agreement between you and the organization on whose behalf you are acting on the one side and Yoordi AG, on the other side are reserved. In particular, the terms and conditions defined in the SaaS-agreement shall prevail over these Terms and Conditions.

3.4 At its own discretion and without liability, the Software Provider may terminate these Terms or the Contract and all services at any time and with immediate effect, either fully or in part, modify, adjust, limit, discontinue or suspend the Service, Software and all services at any time, either fully or in part (including the availability of any data, databases or content) or refuse access to the Service or Software or all services at any time, either fully or in part, for any reason, and block or delete the related data, in particular your user account, either fully or in part. However, the Software Provider will announce such measures through a notification on the Website. Additionally, the Software Provider can ask you to acknowledge an amended version of these Terms immediately by clicking. Your continued use of the Service or Software after the Software Provider has notified you of the changes constitutes acceptance of the modifications. As the services provided by the Software Provider are standardized, we cannot consider any changes to processes that you might suggest. If you propose amendments to the Terms, these amendments will under no circumstances become valid unless we duly acknowledge them in writing in advance.

3.5 Personal data will be collected and processed in connection with the Service or Software in line with our privacy policy linked on the Website. By consenting to these Terms, you also recognize and accept our privacy policy.

4. THE SERVICES

4.1 The Yoordi software (the 'Software') allows you to access information, place orders, and pay in independent businesses ('Participating Businesses'). You can also use the Yoordi Software to pay for orders placed with employees of the Participating Businesses.

4.2 With the Software, you can browse and order products in a Participating Business. Your order triggers a process in the Participating Business that provides it with information, including your personal data, your order with the appropriate identifiers (e.g. table number). You hereby authorize Yoordi to disclose your orders, personal data and appropriate identifiers to Participating Businesses and process them.

4.3 The Software Provider passes your order on to the Participating Business and settles it in the name and for the account of the Participating Business. All brokering and billing services rendered for you by the Software Provider, as well as the Software, are hereinafter referred to as the 'Service'. Yoordi may only be used to place orders on your own behalf. Any further use, in particular any commercial use, is prohibited.

4.4 You as a user of the Service are aware that the Participating Businesses render their services in their own name and on their own account. The Participating Businesses act in no way for the Software Provider. Therefore, when placing an order, you enter into a contract exclusively with the Participating Business, and not with the Software Provider.

4.5 The Software Provider itself does not sell any consumer goods on a B2C level, nor run such a business.

4.6 Furthermore, it is solely at the discretion of the Participating Business to enter into a service contract or any other contract with you.

4.7 You are not obliged to use the Service; similarly, the Software Provider is not obliged to offer you the Service or to render the Service successfully (in particular, to pass on orders or process payments).

4.8 Yoordi serves as a digital platform that represents the services of the Participating Businesses and enables you to place an order and make payment. The services (including orders and payments) are therefore subject to an agreement between you and the Participating Business. The contract between you and the Participating Business is not part of these Terms; the provisions agreed between you and the Participating Business apply. Each Participating Business is responsible for such provisions. At no time is the Software Provider party to such an agreement.

5. USER ACCOUNT

5.1 Depending on the Participating Business setup of Yoordi. You might be required to enter personal data, such as: name, phone number, e-mail address, your address and payment details (e.g. credit card details).

A registration with creation of a user account might occur in order to use the Service or Software and place an order using the Software provided by the Software Provider. If a registration is required you will receive a personal user account after you have registered with Yoordi. Hereafter 'account' stands for your registered account or not-registered account that contains your stored data.

5.2 Each user account is associated with a specific natural person. You are not allowed to share or disclose your login credentials with any other user or person. We store your data in your user account. The user account combines information about you in order that you and we can better understand and manage your rights and obligations as a Yoordi user.

5.3 User accounts cannot be transferred.

5.4 You may not have more than one user account at a time.

5.5 You guarantee that the information you provide to the Software Provider is correct, complete and up to date. In particular, you must provide your correct name and a valid billing address.

5.6 You are also obliged to keep your user information up to date, correct and complete at all times. If your data is no longer correct, complete or up to date, or if communication (in particular the collection of payments) with you is rendered impossible due to outdated, incorrect or incomplete contact information or for any other reason (for example, if your payment method is invalid or has expired), we may no longer be able to provide you with the Service or Software; in particular,

you may no longer be able to access or use the Service, or the Software Provider may terminate, discontinue or suspend it.

5.7 You are responsible for all usage and activity on your user account and you are obliged to keep your username and password secure and secret at all times. You shall inform the Software Provider immediately of any unauthorized use of your account or any other breach of security.

5.8 The Software Provider is entitled to verify the information you have provided at any time and to refuse to provide the Service or allow you to use the Software without provision of a reason.

6. CLOSURE OF YOUR USER ACCOUNT

6.1 At any time, you can ask Yoordi to close your user account with immediate effect. Termination of your access to your user account does not always or automatically delete all related data. Please see our privacy policy at <https://www.yoordi.com>.

6.2 Additionally, we reserve the right to delete your user account at any time, particularly if we are unable to reach you at the email address specified in your user account.

6.3 We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions. Upon termination, your right to use the Service or Software will cease immediately.

6.4 Termination of your user account will not automatically terminate the relationship between the Software Provider and the organization on whose behalf you were acting.

7. USE OF THE SERVICE

7.1 You confirm that you are a legally capable individual who is able to enter into a binding contract.

7.2 In particular, you undertake the following:

- You will use the Service or Software only as described in these Terms and Conditions
- You will not permit or enable third parties to use your account

- You will not assign, transfer or otherwise render accessible your user account to any other person
- You will not use the account of a third party
- You will comply with all relevant legislation when using the Service or Software, and you will use the Service and Software only for legal purposes
- You will not use the Service or Software to cause annoyance, disruption or inconvenience
- You will not impede the correct operation of the network
- You will not attempt to harm the Service or Software in any way
- You will keep the account password we provide to you in order for you to access the Service and Software secure and confidential
- You will provide us with any proof of your identity that we consider reasonable
- You will not use the Service or Software with an incompatible or unauthorized device

7.3 In particular, the Software Provider reserves the right to terminate the Service and use of the Software immediately if you do not fulfil all of the above obligations.

7.4 You are responsible for the establishment and functioning of the data network access required for use of the Service and Software, and for any related costs. Access to and/or use of the Service and Software may incur data and connection fees from your mobile network provider or other fees, for which you are solely responsible.

7.5 You are responsible for procurement and update of the compatible hardware and devices required to access, update and use the Service and Software. The Software Provider does not guarantee that the Service, Software or parts thereof will work on the hardware or devices in question. Additionally, the Service or Software may experience problems and delays caused by use of the internet and electronic means of communication.

7.6 Furthermore, you are responsible for ensuring that you are using the correct Software for your device. The Software Provider is not obliged to continue to support older versions or otherwise ensure that they will continue to work or remain free from errors, in particular on release of newer versions of the Software. You should always update to the newest version of the Software, in particular in order to make use of new features.

7.7 In particular, the Software Provider cannot be held liable if you have no functional data network access or compatible mobile device, or if you use the wrong version of the Software. Specifically, the Software Provider reserves the

right to terminate the Service or use of the Software if you use the Service or Software with an incompatible or unauthorized device.

8. ORDERS

8.1. You are accountable for your placed order. Orders placed by you are binding as soon as they are confirmed by the Software Provider or the Participating Business. No payback or correction to the order can be made through the Software. It is solely up to the Participating Business partner to decide if to accept changes to a placed order.

9. PAYMENT

9.1 The Software and Service can be used free of charge by customers of the Participating Businesses. The Software Provider reserves the right to introduce a fee for use of the Software and/or Service. If the Software Provider decides to introduce such a fee, it will notify you in advance and give you the opportunity to terminate the contract.

9.2 You are aware that use of the offers of the Participating Services through the Service or Software will incur costs.

9.3 The prices of the products offered by Participating Businesses (e.g. food, drinks, others) can be found in the Software. These prices are set by the Participating Businesses in question and are changed/updated from time to time. It is your responsibility to check the current prices of the products. The prices are VAT included.

9.4 The Software Provider will charge the prices of the products or services to your order from the Participating Business using the Software or Service in the name of Participating Business. The third party Payment Provider will clear your payment with the Participating Business by acting with the limited authorization of the restaurant to collect payments. The payments you make in this way are thus treated as if you had made them to the Participating Business directly. All prices are to be paid immediately.

9.5 You agree to fully pay for all products you order from a Participating Business, and authorize the Software Provider to charge the products or services you order via the payment method (including any taxes) specified by you. You are responsible for the timely and full payment of all costs and the provision of a valid payment method (e.g. credit card) with which you will pay all costs to the Software Provider or the Participating Business at any time. If the payment method you

choose is not accepted by the payment provider, the Software Provider is not obliged to take the order.

9.6 The Software Provider uses an external payment processing service (the 'Payment Service Provider') to link your payment method (e.g. credit card) with the Software and the Service. In addition to these Terms, the processing of payments or credit, if applicable, in connection with your use of the Software and the Service is subject to the terms and conditions and data protection guidelines of the Payment Service Provider and your Payment Provider (e.g. credit card company). The Software Provider is not responsible for any errors made by the Payment Service Provider. In connection with your use of the services, the Software Provider will receive certain transaction details that it will use exclusively in line with its privacy policy.

10. LICENCE AND RESTRICTIONS

10.1 Provided that you comply with these Terms in their entirety, the Software Provider grants you a limited, non-exclusive, revocable and non-transferable license that cannot be sub-licensed: (i) to access the Software and use it on your device in connection with the use of the Service; and (ii) to access all content, information and related material available through the Software and use it for private, non-commercial purposes. The Software Provider and its licensors retain all rights not expressly granted herein.

10.2 The following is not permitted: (i) To remove references to copyrights, trademarks or other intellectual property rights from any component of the Software; (ii) to reproduce, modify, derive second-hand works from, sell, license, rent out, sell, resell, transfer, publicly disclose or display, transmit, stream, send or otherwise exploit the Software without the express consent of the Software Provider; (iii) to decompile, reverse engineer or disassemble the Software beyond the limits of what is legally permissible; (iv) to create a link, frame or mirror a component of the Software; (v) to develop or install programs or scripts in order to scrape, index, survey or otherwise mine data or to unduly limit or inhibit the functionality of aspects of the Software; or (vi) to attempt to gain unauthorized access to or impede a component of the Software and its related systems or networks.

10.3 The Service and the Software and all rights to these are and will remain the property of the Software Provider.

10.4 Neither these Terms nor your use of the Service will grant you any right, title or interest of any kind other than those explicitly granted in these Terms. In

addition, neither these Terms nor your use of the Service will grant you any right to use or reference the name, logos, brands or other distinguishing marks of Yoordi or the Software Provider.

10.5 However, the Service and the Software can be made accessible or used in connection with third-party services and/or content (including advertisements). You acknowledge that other Terms and conditions and data protection provisions may apply in this regard. The Software Provider cannot be held responsible or liable for any goods, services or content of third parties.

11. USER CONTENT

11.1 At its sole discretion, the Software Provider may permit you to submit, upload, publish or otherwise render available to the Software Provider, the Participating Businesses and/or other users text, audio and/or image content and information through the Software; i.e. comments and feedback on the service, products or services, support queries and the submission of contributions ('User Content'). You will remain the owner of all User Content you submit or otherwise make available.

11.2 However, you grant the Software Provider a global, irrevocable, transferable, free license – sub-licensable and unrestricted in terms of content or time – to all User Content, in particular to use, duplicate, market, alter, publish, disclose, exhibit in public and otherwise use in all formats and on all sales channels, regardless of whether these currently exist and/or are known or whether they emerge or become known only in the future.

11.3 You are responsible for ensuring that: (i) You are either the sole and exclusive owner of all User Content or hold all rights, licenses, permits and clearance required to grant the Software Provider the aforementioned license to the User Content; and (ii) neither the User Content itself nor the act of sending, uploading, publishing or otherwise disclosing it, including use of the User Content by the Software Provider, violates or ignores intellectual property rights or other rights of third parties, publication rights, personal rights or data privacy rights of third parties or could be held to represent a violation of applicable laws or regulations.

11.4 You undertake not to place, send, upload, transfer, publish or make available any User Content that is offensive, slanderous, rude, violent, obscene, pornographic or otherwise objectionable or illegal, as judged by the Software Provider at its own discretion, regardless of whether the User Content is protected by law. At its own discretion, the Software Provider is entitled to check, monitor

and remove User Content without notification. However, the Software Provider is not obliged to check, monitor or remove User Content.

12. INDEMNIFICATION

12.1 You undertake to indemnify the Software Provider, its subsidiaries, licensors and elements, managers, employees and contractors against all claims, costs, damage, losses and liability claims (including legal fees and expenses) resulting from or in connection with a violation of any provision of these Terms, statutory provisions or third-party rights – including those of Participating Businesses – by you, or from or in connection with your use of the Service and/or Software.

13. EXCLUSION OF ASSURANCES AND GUARANTEES

13.1 All guarantees of the Software Provider, in particular relating to the Service and Software, are hereby excluded. The Software Provider makes no assurances and issues no guarantees or warranties of any kind related to the Software or the Service.

13.2 Similarly, the Software Provider makes no assurances and issues no guarantees or warranties of any kind related to the content, quality or suitability of the services of Participating Businesses. Should you require further details regarding the product (e.g. Allergy / Ingredients Declaration) you should clarify those with the Participating Businesses before placing an order. The Software Provider is not liable for the description and information provided by the Participating Businesses.

13.3 The service is provided 'as is' and 'as available'.

13.4 In particular, the Software Provider cannot guarantee that the Website, its content, the Service and/or the Software are free from errors, defects, harmful programs or viruses, or that the Website and/or the Software are correct, up to date or free from errors.

13.5 Furthermore, the Software Provider makes no assurances and issues no guarantee that the Service will not be disrupted or is otherwise free from errors, and issues no guarantee concerning the reliability, quality, suitability or availability of the Service, Software or other services in connection with the Service and Software. Temporary disruptions or errors may occur and the Service or Software might experience restrictions, disruptions, delays or other problems.

14. DISCLAIMER AND LIMITATIONS OF LIABILITY

14.1 The Software Provider can only be held liable for damage caused through intent or gross negligence by its directors.

14.2 Any further liability of the Software Provider is excluded.

14.3 In particular, the Software Provider cannot be held liable for any damage resulting from the use of (or inability to use) the Website, Software or Service, including due to harmful programs, viruses, errors or the incompleteness of the information, Website or Software.

14.4 Yoordi cannot be held liable for damage to third parties or third-party claims for damages. You are aware that the contractual relationship in connection with an order placed via Yoordi is only between you and the Participating Business. Therefore, the Software Provider cannot be held responsible for any damage resulting from or in connection with the conclusion or execution of a contract between you and a Participating Business. The quality of the products or services provided through the use of the Software or Service is the full and exclusive responsibility of the Participating Business that provides the service. Under no circumstances will the Software Provider accept any liability for and/or in connection with the product provided by the Participating Business or any other actions or omissions on the part of the Participating Business. Any complaints related to the services of the Participating Business or the offered products (e.g. food, drinks) should therefore be addressed to the Participating Business.

14.5 Should you contact us regarding a service contract or dispute with a Participating Business, we will refer you to it. Should a Participating Business contact us regarding a service contract or dispute with you, we will refer it to you; however, we reserve the right to provide the Participating Business with information about you and the service contract or dispute in question.

14.6 These disclaimers and limitations of liability also apply to auxiliaries of Yoordi and their agents and representatives.

14.7 You are to be held fully liable for the security of your device and assume full responsibility for all transactions that are done with your user account via Yoordi with the Participating Businesses. The Software Provider rejects all liability for a not secure device that is e.g. does not have a secure password, is hacked, contains viruses or similar.

14.8 The Service or Software may contain links to external websites that are not provided or maintained by or in any way affiliated with the Software Provider.

Please note that the Software Provider does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

15. APPLICABLE LAW, PLACE OF JURISDICTION AND OTHER PROVISIONS

15.1 These Terms are subject to Swiss law.

15.2 The place of exclusive jurisdiction for all disputes arising from or in connection with these Terms is Zurich, Switzerland.

15.3 If any provision of these Terms or the Contract should be null and void or ineffective, this shall not affect the effectiveness of the other provisions of the Terms or Contract. Where legally permissible, the null and void or ineffective provision will be replaced by a provision that best approximates its original economic purpose.

15.4 You may not transfer your rights and duties under these Terms to a third party without the prior, express written consent of the Software Provider.

15.5 The Software Provider may contact you regarding the Service or Software by means of a general notification, sms or email or standard letter sent to the email address stored in the user account information held by the Software Provider.

15.6 The Software Provider and the Participating Businesses that you did business with, can send you Newsletters and other commercial communication regarding their products and services. You can at any time request not to receive this communication.

15.7 The Software Provider reserves the right, at his sole discretion, to modify or replace these Terms and Conditions at any time. The Software Provider will make reasonable efforts to provide notice to any new terms taking effect. By continuing to access or use of the Service or Software after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Service or Software.

Contact Us

- By E-mail: info@yoordi.com
- By visiting our website: <http://www.yoordi.com>
- By mail: Yoordi AG, Berninastrasse 11, 8057 Zurich (Switzerland)