

Getir Terms and Conditions of Service

PDF

PLEASE NOTE: THESE TERMS AND CONDITIONS OF SERVICE ARE FOR USERS BASED IN FRANCE ONLY. IF YOU ARE USING THE APP OUTSIDE OF FRANCE, DIFFERENT TERMS AND CONDITIONS WILL APPLY BASED ON YOUR LOCATION. THE APP WILL DISPLAY THE APPLICABLE TERMS AND CONDITIONS TO YOU BASED ON YOUR LOCATION.

1. These terms

1. What these terms cover

These are the terms and conditions on which we supply our products to you when you purchase a product via our Getir App (the "**App**").

2. Why you should read them.

By placing an order for or making a purchase of products on the App, you agree to be bound by these terms. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. We reserve the right to change the terms and conditions at any time (subject always to your legal rights). If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

3. Areas covered.

Our App is solely for the promotion and the sales of our products in the areas located within the delivery map displayed in our App ("**Territory**"). We do not deliver to addresses that fall outside of the Territory. If you try to place an order to an address outside the Territory, we will let you know and will not accept your order.

4. You must be aged 18 years or older to use the App.

You must be aged 18 years or older to download and use the App. You must not use the App if you are under the age of 18. We do not sell products for purchase by children. We sell children's products for purchase by adults.

5. Age restricted products.

Pursuant to the Article L3342-1 of the French Public Health Code, the sale of alcoholic beverages to minors is prohibited. Getir is committed to upholding both their legal and social obligations as a retailer of alcoholic beverages and other age-restricted products. In order to achieve this, we have introduced a number of control checks throughout the order and delivery process (for example, our couriers will ask for age verification if you appear to be under the age of 18 in accordance with commitment to uphold our legal and social obligations. For further details in relation to the delivery of age restricted products, please see section 6.13 below.

2. Information about us and how to contact us

1. Who we are.

We are GETIR FRANCE SAS a company registered in Nanterre, France. Our company registration number is RCS Nanterre 898 472 931 and our registered office is at 7 Rue de Madrid, 75008, Paris. Our registered VAT number is FR 71898472931. Additional details about us and the App can be found under the Legal Mentions Page under our Support Page on the App and on under the Legal Mentions tab on our Website. We provide a rapid grocery delivery service.

2. How to contact us.

You can contact us by telephoning our customer service team at [+33 1 87 65 20 70](tel:+33187652070) or by writing to us by email to bonjour@getir.com or by writing to us at 7 Rue de Madrid, 75008, Paris.

3. How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you register on the App.

4. "Writing" includes emails and messaging within our App.

When we use the words "writing" or "written" in these terms, this includes emails and messages within our App.

3. Our contract with you

1. Creation of an account.

You may begin using the App by downloading the App, filling out the sections required for registration, confirming the GSM number and entering the authentication password. Alternatively, you can register with your Facebook account by following the relevant link on the registration page. You will then be able to browse our products and select a product that you wish to purchase.

2. Basket.

You can place products in a virtual shopping basket without any obligation and amend the contents of your shopping basket and your entries at all times before submitting your order by using the correction help provided and explained for this purpose in the order process.

3. Minimum basket values.

Product orders are subject to minimum basket values which will be confirmed on the relevant page of the App. Please note that certain products may not count towards minimum basket spend. If a product is excluded from the calculation of minimum basket value we will let you know on the product page.

4. How to submit an order.

Prior to order confirmation, you can check the details of your order, its total price and correct any error before confirming the order information. You must verify the accuracy of the details of the order. Only after clicking the button "Order and Pay" you are submitting a binding contractual offer for the products in your virtual shopping basket.

5. Please check your order carefully before submitting it.

Unfortunately, we do not allow you to make changes to your order once this has been submitted. If you want to make a change to your order then you will need to end the contract (see clause 7 - Your rights to end the contract) and place a new order.

6. How we will accept your order.

Our acceptance of your order will take place when we send you a written order confirmation (within the App) that we accept it, at which point a contract will come into existence between you and us. At this point payment will be taken from your account for the product(s) set out in the order confirmation and for any related charges.

7. If we cannot accept your order.

All products and orders are subject to availability. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because of a payment error or because of unexpected limits on our resources which we could not reasonably plan for (e.g. we do not have sufficient couriers available at the time).

8. Your order number.

We will assign an order number to your order and this will automatically be linked to the telephone number that is registered on your account. If you contact us about your order by telephone, our customer service team will confirm if the number that you are calling from is the same as the one registered to the account that the order was placed from. If so, our customer service team will be able to access your order number and view the order details. In the absence of proof to the contrary, the data recorded under Getir's information system shall constitute proof of all transactions concluded with you.

9. Vouchers and discounts.

We may offer discounts and offers from time to time at our discretion. All discounts and offers are subject to availability and the specific terms of the discount or offer set out under the Promotions Page. We reserve the right to amend or terminate any discount or offer at any time without notice (but this will not affect any orders that we have already accepted).

4. Our products

1. Products may vary slightly from their pictures.

The images of the products on our App are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

2. Product packaging may vary.

The packaging of the product may vary from that shown in images on our App. Actual product packaging and materials may contain more and/or different information than that shown on our App. All information about the products on our App is provided for information purposes only. We recommend that you do not solely rely on the information presented on our App. Please always read the labels, warnings, and directions provided with the product before using or consuming a product. In the event of any safety concerns or for any other information about a product please carefully read any instructions provided on the label or packaging and contact the manufacturer.

3. Allergens.

Nuts or other allergens might be included in a food product. We will endeavour to display the allergen information of each food product. Where that information is not readily available or if you have any further questions or to notify us of any allergies that you may have please contact us via our contact details set out at section 2.2 above prior to ordering. We cannot guarantee that any of the products sold by us are free of allergens.

5. Our rights to make changes

1. Changes to these terms.

We may amend these terms from time to time. The terms applicable to your order are the terms in effect on the date of your order. The amended terms will apply to orders placed subsequently.

2. Minor changes to the products.

We may change the product:

1. to reflect changes in relevant laws and regulatory requirements; and
2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

3. More significant changes to the products and these terms during an order.

In addition, as we informed you in the description of the product on our App, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

1. changes to the payment methods; and
2. changes to the terms and conditions in relation to new product and service offerings.

6. Providing the products

1. Delivery costs.

The applicable fees, including but not limited to delivery costs and service fees (the "Fees"), will be displayed to you on the checkout page of our App before you place an order.

2. When we will provide the products.

During the order process, we will do our best to reach you within two hours at the latest. For each order, we will let you know of our estimated delivery time during the order process. Once we receive your order, you can check the App for live updates on the progress of your order, including the estimated time of arrival.

3. We are not responsible for delays outside our control.

If our supply of the products is delayed by an event outside our control that could have not been foreseen (this could be due to problems with weather, traffic or an accident, for example) then the estimated time of arrival displayed within the App will update in real time. We will take steps to minimise the effect of any delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may

contact us to end the contract and receive a refund for any products you have paid for but not received.

4. If you are not at home when the product is delivered.

If no one is available at your address to take delivery and the products cannot be posted through your letterbox or safely left at the address, we will cancel your order and refund you in accordance with section 9.2.

5. Your rights if we deliver products outside the stated delivery time.

Unfortunately, despite our best efforts, things do not always go to plan and factors outside our control that could have not been foreseen, such as weather and traffic conditions may delay us from delivering your items on time. You can track the progress of your order (including estimated delivery times on the App). If your order is more than two hours late, you have the option to cancel your order, provided that you have not caused the delay (for example, because you gave us the wrong address or did not come to the door).

6. Ending the contract for late delivery.

If you do choose to treat the contract as at an end for late delivery under se 6.5, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that, we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you will be responsible for returning the goods to us.

7. When you become responsible for the products.

A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

8. When you own the products.

You own a product which is goods once we have received payment in full.

9. What will happen if you do not give required information to us.

We may need certain information from you so that we can supply the products to you, for example, directions where we are unable to locate your address. We will contact you to ask for this information if we need it. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and see 9.2 will apply). We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

10. Reasons we may suspend the supply of products to you.

We may have to suspend the supply of a product to:

1. deal with technical problems or make minor technical changes;
2. update the product to reflect changes in relevant laws and regulatory requirements;
3. make changes to the product as notified by us to you (see clause 5).

11. We will not supply the products if you do not pay.

If you do not pay us for the products when you are supposed to (see 11.3) then we will not supply the products until you have paid us the outstanding amounts. We will contact you to tell you that your payment has not completed and that we will not be supplying the products. We reserve the right to cancel your order and you will still be charged for the relevant charges.

12. Delivery to public and work places.

If we deliver to a public or work place then we require you to be present to collect your order. If you are not present, then we reserve the right to cancel your order and you will still be charged for our charges.

13. Delivery of age restricted products.

These products can include but are not limited to alcoholic beverages. By placing an order for an age-restricted product, you confirm that you are at least 18 years old. You or someone aged 18 or over must be available to receive and inspect the delivery of any age-restricted products. Under no circumstances will goods be left unattended. Our couriers will request

proof of age if the person receiving products looks under 18 years old. Our couriers will accept official and valid identification document such as a passport and/or a driving licence as proof of age. We may retain the goods if proof of age or an alternative adult is not available. We will not sell or deliver alcohol to anyone who is, or appears to be, under the age of 18. By placing an order you confirm that you are at least 18 years old and we reserve the right not to deliver if we are unsure of this. We also reserve the right to refuse an order for age-restricted products on any grounds including the requested delivery location. We may also refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs. If delivery of an age-restricted product is refused, we will refund any money you have paid in advance for such products but we may deduct or charge you reasonable compensation for the actual costs we will incur such as our charges.

14. Further checks.

We reserve the right, where necessary, to undertake all such action as is reasonable to protect ourselves against fraudulent or invalid orders including, without limitation, to require further verification as to your identity, age, and other relevant details. Where we suspect any fraudulent activity or any breach of our terms and conditions by you, we may cancel your order and you will still be charged for the relevant charges.

7. Your rights to end the contract

1. You can always end your contract with us.

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

1. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see 10;
2. If you want to end the contract because of something we have done or have told you we are going to do, see 7.2;
3. If you have just changed your mind about the product, see 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
4. In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.

2. Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

1. we have told you about an upcoming change to the product or these terms which you do not agree to (see use 5.3);
2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four (4) weeks; or
5. you have a legal right to end the contract because of something we have done wrong.

3. Exercising your right to change your mind (Withdrawal Right Art. L221-18 of the French Consumer Code).

You have a legal right to change your mind within 14 days and receive a refund without giving any reason. These rights are explained in more detail in these terms. Please note that the majority of the products on our App are perishable items and the right to cancel under the French law does not apply to perishable items. Please see section 7.4 below for further information on what products the cancellation rights apply to.

4. When you do not have the right to change your mind.

You do not have a right to change your mind in respect of:

1. perishable items such as grocery and food products that are liable to deteriorate or expire quickly;
 2. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
 3. any products which become mixed inseparably with other items after their delivery.
- Should you wish to cancel your order after submitting it (but prior to the time of delivery), we shall be entitled to charge you in full for an amount equal to the price of the above items contained in your order.

5. How long you have to cancel an order.

Where you have the right to cancel an order, how long you have to cancel depends on what you have ordered and how it is delivered. You normally have 14 days after the day you (or someone you nominate) receives the goods.

6. Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind (see 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. How to end the contract with us (including if you have changed your mind)

1. Tell us you want to end the contract.

To end the contract with us, please let us know by doing one of the following:

1. Phone or email. Call customer services on [+33 1 87 65 20 70](tel:+33187652070) or email us at bonjour@getir.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
2. By post. Print off the [form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

2. Returning products after ending the contract.

If you end the contract for any reason after products have been dispatched to you or you have received them, you are responsible for returning them to us. Please call customer services on [+33 1 87 65 20 70](tel:+33187652070) or email us at bonjour@getir.com to arrange collection. Where you have purchased non-perishable goods and you are exercising your right to change your mind (where this is applicable), you must allow us to collect or post the goods to us at 7 Rue de Madrid, 75008, Paris within 14 days of you telling us you wish to end the contract. We ask that items are returned to us with their original packaging and with any tags intact. In the case of items which include a hygiene or security seal, we ask that you exercise reasonable care by not removing the seals while examining the goods, unless you are certain that you intend to keep the goods. In the event that any seals or tags are removed or tampered with, we shall not permit that item to be returned nor shall we refund the cost of this item (including delivery) to you.

3. Returns.

You are responsible for posting us the goods that you wish to return to us in accordance with these terms or if you ask us to collect the goods from you, you will be responsible to pay delivery fee. However, this does not extend to perishable goods, unless these goods are faulty, in which case you have the option to return them to us.

4. How we will refund you.

We will refund you the price you paid for the products including our costs, by the method you used for payment. However, we may make deductions from the price, as described below.

5. Deductions from refunds if you are exercising your right to change your mind in relation to non-perishable goods (where this is applicable).

If you are exercising your right to change your mind (where this is applicable):

1. We may reduce your refund of the price (excluding our delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

6. When your refund will be made.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract.

1. We may end the contract if you breach it.

We may end the contract for a product at any time by writing to you if:

1. you do not make any payment to us when it is due;
2. you do not meet our requirements as set out in section 6.13 above;
3. we suspect fraudulent activity or where you are in breach of any of our terms and conditions (including the terms of any promotions);
4. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your delivery address; or
5. you do not, within a reasonable time, allow us to deliver the products to you.

2. You must compensate us if you breach the contract.

If we end the contract in the situations set out in clause 9.1 or elsewhere in the terms we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the actual costs we will incur as a result of your breaking the contract, such as delivery charges.

10. If there is a problem with the product

1. How to tell us about problems.

If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at [+33 1 87 65 20 70](tel:+33187652070) or write to us at bonjour@getir.com.

2. Summary of your rights in respect to the legal warranty.

We are under a legal duty to supply products that are in conformity with this contract and regulations in force in France. Nothing in these terms will affect your legal rights. The products supplied by us benefit by right and without additional payment, independently of the right of withdrawal and in accordance with the legal provisions of (i) the legal warranty of conformity, for apparently defective or damaged products or not corresponding to the order, and (ii) the legal warranty against hidden defects resulting from a defect in material, design or manufacture affecting the products delivered and making them unfit for use.

3. Limits to the legal warranty.

This warranty is, in any case, limited to the replacement or reimbursement of products that do not conform or are affected by a defect. Our responsibility shall not be engaged in the case of (i) non-compliance with the applicable laws of the country in which the products are delivered, which is up to you to check, and (ii) in case of misuse, use for professional purposes, negligence or lack of maintenance by you, as well as in case of normal wear and tear of the product, accident or force majeure.

4. Your obligation to return rejected products.

If you wish to exercise your legal rights to reject products you must allow us to collect them from you. Please call customer services on [+33 1 87 65 20 70](tel:+33187652070) or email us at bonjour@getir.com to arrange collection.

5. Our obligations in case of return of products.

We will refund, replace or repair the products or parts under warranty deemed non-conforming or defective. Refunds for products found to be non-conforming or defective will be made as soon as possible and at the latest within 30 days following our finding of the

non-conformity or hidden defect. The refund will be made by the method you used for payment or by crediting your bank account.

11. Price and payment

1. Product prices.

The price of the product are in euros (EUR) and includes VAT and delivery costs. This will correspond to the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see 11.2 for what happens if we discover an error in the price of the product you order.

2. If we got the price wrong.

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

3. When you must pay and how you must pay.

We accept payment with MasterCard, Visa, American Express, Cartes Bancaires. We will charge your credit or debit card when your order is placed.

4. What to do if you think you have been charged an incorrect amount.

If you think you have been charged an incorrect amount by us, then please contact us promptly to let us know.

5. You may pay a tip to your courier.

You will have the option to select one of the tip amounts, in addition to the price of the order, displayed in the courier scoring screen or to insert a tip amount and be redirected to a payment screen. The tip selected by you will in its entirety be paid to the courier whom you wish to tip, subject to any withholdings that we are required to make for tax purposes. We will only collect the tip as an intermediary. By clicking "Send" button after selecting or inserting the tip amount, you agree to (i) tip the courier at the selected amount and (ii) for us to charge you for the selected amount from the payment method used in the relevant order. A tip payment will be charged as a separate payment to the payment method used in the relevant order. A tip payment cannot be cancelled; upon clicking "Send" button we will collect the entire tip amount and will not be able to refund the tip thereafter.

12. Our responsibility for loss or damage suffered by you

1. We are responsible to you for direct damages caused by us.

If we fail to comply with these terms, we are responsible for damage you suffer that is a direct result of our breaking these terms, but we are not responsible for indirect loss or damage unless when such indirect damages result from our gross negligence or our wrongful misconduct. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for faulty products.

2. We are not liable for business losses.

We only supply the products for domestic and private use and consumption. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3. In the event that you lose your device which includes access to the App or the device is stolen, you are required to notify us immediately and terminate use of any payment cards registered to the App.

Third parties may otherwise be able to continue making orders via the App and payment may be taken. We cannot be held responsible for fraudulent use of the App by a third party.

13. How we may use your personal information

1. How we may use your personal information.

We will only use your personal information as set out in [our Mobile App Privacy Notice](#) and

14. Other important terms

1. We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

2. You need our consent to transfer your rights to someone else.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, within the period during which the legal warranty applies, you may transfer the legal warranty to a person who has acquired the product if the latter can provide reasonable evidence that he/she is now the owner of the product.

3. Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

4. If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

5. Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

6. Language.

These terms will appear in the language which you have chosen on the App. In the event that they are translated into other languages, only the French text will be deemed binding in case of a dispute.

7. Evidence.

The document reproducing these terms is stored on a durable medium in the form of an image under conditions of security usually considered as reliable. You may at any time make an electronic backup or a paper printout of these terms when sent to you as part of the order confirmation email. In this respect, these terms shall be considered as an evidence of an agreement between you and us. You acknowledge that the evidential value of this document cannot be challenged by the mere fact that it is in electronic form.

8. Enforcement.

Our failure to enforce any provision of these terms, or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of these terms or to act with respect to similar breaches.

9. How to initiate an alternative dispute resolution and where you may bring legal proceedings.

You are hereby informed that you have the possibility to resort to alternative dispute resolution such as mediation, in particular to the Commission of consumer mediation (Art. L612-1 of the Consumer Code) or le Centre de Médiation et d'Arbitrage de Paris at consommation@cmap.fr by email or at the CMAP – Service Médiation de la consommation, 39 avenue Franklin Roosevelt, 75008 Paris address by post. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](http://ec.europa.eu/consumers/odr) platform available here: <http://ec.europa.eu/consumers/odr>.

10. Which laws apply to this contract.

These terms are governed by French law and you can bring legal proceedings in respect of the products in the French competent courts.

Schedule 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To

Getir France SAS

7 Rue de Madrid, 75008, Paris

+33 1 87 65 20 70

bonjour@getir.com

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*)/for the supply of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate