Getir Terms and Conditions of Service

PLEASE NOTE: THESE TERMS AND CONDITIONS OF SERVICE ARE FOR USERS BASED IN THE NETHERLANDS ONLY. IF YOU ARE USING THE APP OUTSIDE OF THE NETHERLANDS, 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.

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, including amongst others your statutory right to terminate (ontbinden) the contract. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

3. 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.

4. Age restricted products.

Pursuant to applicable law it is prohibited to sell or otherwise provide alcohol and tobacco products on a commercial basis to any person under the age of 18 or to anyone who is verified to be over the age of 18 where the alcohol or tobacco product is apparently meant for a person under the age of 18. Getir is committed to upholding both their legal and social obligations as a retailer of alcohol and other age-restricted products including tobacco products. In order to achieve this, we have introduced a number of control checks throughout the order and delivery process (including an age verification system in our App; also our couriers will ask for age verification if you appear to be under the age of 25 in accordance with our "Challenge 25 Policy"). For further details in relation to the delivery of age restricted products, please see clause 7.11 below.

5. Over the counter products.

While we work to ensure that product information on our App is correct, on occasion manufacturers may alter their ingredient lists. 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. Content on this App is not intended to substitute for advice given by medical practitioner, pharmacist, or other licensed health-care professional. Contact your health-care provider immediately if you suspect that you have a medical problem. Information and statements about products are not intended to be used to diagnose, treat, cure, or prevent any disease or health condition. We accept no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your legal rights.

2. Information about us and how to contact us

1. Who we are.

We are Getir Netherlands B.V., a company registered in the Netherlands. Our company registration number is 82163057 and our registered office is at Keizersgracht 572, 1017 EM Amsterdam, the Netherlands. Our registered VAT number is NL 862360341 B01. We provide a rapid grocery delivery service.

2. How to contact us.

You can contact us by telephoning our customer service team at +31208080154 or by writing to us by email to hoi@getir.com or by writing to us at Keizersgracht 572, 1017 EM Amsterdam.

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 registered 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. These terms and conditions.

These general terms and conditions apply to all our offers on our App and to every purchase contract that you enter into with us. When entering into a contract, we will make the text of these general terms and conditions available to you electronically, so that you can easily store them on a durable data carrier.

2. How to make a purchase.

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.

3. 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 a payment obligation will arise for you for the product(s) set out in the order confirmation and for any Fees (as defined in Clause 7.1).

4. Allergens.

Some food products may include allergens or cause intolerances. We will in any event indicate whether a food product is or contains any of the following ingredients: cereals containing gluten, crustaceans, egg, fish, peanut, soybean(s), milk, nut(s), celery, mustard, sesame seed(s), certain sulphur dioxide and sulphites, lupin) and mollusc(s). If you have any further questions or if you wish to notify us at +31208080154 of any allergies that you may have please contact us via our contact details set out at clause 2.2 above prior to ordering. We cannot guarantee that any of the products sold by us are free of allergens.

5. 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. 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). In this case no contract will come into existence and so you will not be charged for the product or order.

6. 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.

7. Areas covered.

Our App is solely for the promotion 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.

8. 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. However, if you have placed an order and if we have accepted it, you will retain your right to the applicable discount or offer. If you have placed an order that we have not yet accepted, we will first inform you of the termination of the discount or offer and ask you whether you still wish to proceed or whether you wish to retract the order (free of charge).

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.

5. Your rights to make changes

1. 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 8 - Your rights to end the contract) and place a new order.

6. Our rights to make changes

1. 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.

2. More significant changes to the products and these terms and conditions.

In addition, as we informed you in the description of the product on our App, we may make the following changes to these terms and conditions or the product, but if we do so we will notify you and you may then contact us to end the contract in accordance with clause 8.2(a) and receive a refund for any products (and the Fees, as defined below) 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.

3. Updates to the App.

We may update or require you to update the App from time to time, provided that the App shall always match the description of it that we provided to you before you downloaded it.

7. Providing the products

1. Our fees.

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 let you know when we will provide the products to you and we will do our best to reach you within our estimated time of arrival. 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. 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.

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

If our supply of the products is delayed by an event outside our control (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. If your order is more than two hours late, you may contact us to end the contract and receive a refund in accordance with clause 7.5, but we will not be liable to pay any other costs or damages. Cancelling your order due to delays caused by yourself (for example, because you gave us the wrong address or did not come to the door) is not possible.

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 clause 10.2.

5. Ending the contract for late delivery.

In case of a late delivery as set out in clause 7.3, you can cancel your order before delivery or reject the order at delivery. 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, in case of cancellation or rejection of the full order, their delivery.

6. When you become responsible for the products.

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

7. When you own the products.

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

8. 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 through no fault of our own. 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 clause 10.2 will apply.

9. Reasons we may suspend offering products to you.

We may have to suspend offering products 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 6).

10. 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 12.3) 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, in which case we will refund you the costs of your order minus our administrative costs being equal to our Fees.

11. Delivery to public and work places.

If you have given a public or work place as your delivery address (e.g. a restaurant or office) then we reserve the right not to accept your order, in which case no contract will come into existence. If we do deliver to a public or work place then we require you to be present to collect your order. It is your responsibility to ensure the location is correct on the App. If you are not present or we are unable to locate you, then we reserve the right to cancel your order, in which case we will refund you the costs of your order minus our administrative costs being equal to our Fees.

12. Delivery of age-restricted products.

These products can include but are not limited to alcohol and tobacco products. By placing

an order for an age-restricted product in our App, you confirm that you are at least 18 years old. You or someone aged 18 or over on your behalf must be available to receive and inspect the delivery of any age-restricted products. Under no circumstances will age-restricted products be left unattended. Our couriers apply our "Challenge 25 Policy" and so proof of age will be requested if the person receiving the products looks under 25 years old. Our couriers will accept a valid passport and/or driving licence as proof of age. We may retain age-restricted products 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 nor will our couriers hand over age-restricted products to someone aged 18 or over if it is apparent that the age-restricted products are meant for anyone under the age of 18. 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, you will still be charged for our Fees.

13. 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, in which case we will refund you the costs of your order minus our administrative costs being equal to our Fees.

8. 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 11 in addition to this clause 8 and clause 9;
- 2. If you want to end the contract because of something we have done or have told you we are going to do, see 8.2 in addition to clause 9;
- 3. If you have changed your mind about the product, see 8.3 in addition to clause 9;
- 4. In all other cases (if we are not at fault and there is no right to change your mind), see 8.6 in addition to clause 9.

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 our Fees. 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 clause 6.2);
- 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 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 (herroepingsrecht).

In respect of certain products you have a legal right to change your mind (without giving reasons) within 14 days (see clause 8.5) and receive a refund of the costs of the relevant product and our Fees. Please see clause 8.4 below for further information on what products this cancellation right does not apply to. Also note that during the withdrawal period you must treat the product and its packaging with care; clause 9.5 applies in this case. The risk

and burden of proof for exercising the right to change your mind correctly and in time rests upon yourself.

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;
- 3. any products which become mixed inseparably with other items after their delivery; and
- 4. the supply of newspapers, periodicals or magazines, with the exception of subscription agreements for the supply of such publications.

In case you should wish to cancel your order in respect of any of the above products because you have changed your mind, clause 8.6 applies.

5. How long you have to cancel an order when you have changed your mind.

If you are exercising your right to change your mind as set out in clauses 8.3, you will be able to do so during a period of 14 days after the day you (or someone you nominate) receive(s) the products or, if delivery takes place in different deliveries or parts, 14 days after you (or someone you nominate) receive(s) the last product, delivery or part.

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 8.1), 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 which are equal to our Fees charged.

9. 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 +31208080154 or email us at hoi@getir.com . Please provide your name, home address, details of the order and, where available, your phone number and email address. If you choose to email us, we will send you a confirmation of receipt after we have received your email.
- 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.

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 +31208080154 or email us at hoi@getir.com to arrange collection or post the products to us at Weteringschans 165C, 1017 XD Amsterdam.

3. Returning products when you have changed your mind.

Where you have purchased and received non-perishable and other products that are not excluded in clause 8.4 and you are exercising your right to change your mind, you must allow us to collect the products or you must post the products to us in accordance with clause 9.2 within 14 days after the day 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 where this is reasonably possible. 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, you will have forfeited your right to change your mind (as mentioned in clause 8.4(b)); we shall not permit that item to be returned nor shall we refund the cost of this item (including delivery) to you.

4. Returns costs.

Whether you will bear the costs for returns depends on the reason of your ending the contract:

- 1. In case you end a contract based on clauses 8.1(a) or 8.1(b), we will bear the returns costs;
- 2. In case you end a contract based on clause 8.1(c), you will bear the returns costs.

5. How we will refund you.

We will refund you the price you paid for the products including our Fees, by the method you used for payment, unless we agree otherwise. However, when you are exercising your right to change your mind, we may make deductions from the price, as described below.

6. Deductions from refunds if you are exercising your right to change your mind in relation to non-perishable and other products that are not excluded in clause 8.4.

If you are exercising your right to change your mind (in respect of products that are not excluded in clause 8.4):

1. we may reduce your refund of the price (excluding our Fees) to reflect any reduction in the value of the products, 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 products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

7. 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 after the day of your telling us you have changed your mind.

10. Our rights to end the contract.

1. We may (partially) end the contract if you break it.

We may (partially) 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 the requirements of our Challenge 25 Policy as set out in clause 7.11 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 break the contract.

If we end the contract in the situations set out in clause 10.1 or elsewhere in these terms and conditions 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.

11. 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 +31208080154 or write to us by email at hoi@getir.com. You can also submit your complaint through the European ODR Platform , see clause 15.6.

2. Summary of your legal rights.

We are under a legal duty to supply products that are in conformity with any contract we enter into with you, including these terms and conditions. Nothing in these terms and conditions will affect your legal rights.

3. Your obligation to return rejected products.

If you wish to exercise your legal rights to reject products because they are non-conforming, you must allow us to collect them from you. Please refer to clause 9.2 to arrange collection.

12. Price and payment

1. Product prices.

The price of the product (which includes VAT) will be 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 clause 12.2 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. If the product's correct price at your order date is higher than the price stated to you, we will contact you and ask you whether you still wish to proceed or whether you wish to retract the order (free of charge). If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

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

We accept payment with MasterCard, Visa, iDeal and American Express. Depending on your choice of payment, we will charge your credit or debit card when your order is accepted by us.

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 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 collect your tip on behalf of the courier as their agent. 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 the entire tip amount and will not be able to refund the tip thereafter.

13. Our responsibility for loss or damage suffered by you

1. We are responsible to you for loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a result of our breaking this contract or our failing to use reasonable care and skill, provided that this loss or damage is attributable to us.

2. 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.

3. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by

you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

4. 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.

5. 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.

14. 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 Policy and Mobile App Cookie Policy.

15. 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.

$\ensuremath{\mathfrak{I}}$ 3. Nobody else has any rights under this contract / third parties.

This contract is between you and us. No other person shall have any rights to enforce any of its terms. However, should we consider this necessary or desirable, we are entitled to instruct third parties for the performance of the contract. These third parties may also rely on these terms and conditions; this clause and all related provisions are irrevocable and gratuitous third-party beneficiary clauses within the meaning of Section 6:253 of the Dutch Civil Code.

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. Complaints.

If you have a complaint that we have not handled in a way you have wished for, you can also submit your complaint through the European ODR Platform.

7. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Dutch law and you can bring legal proceedings in respect of the our relationship with you before the Dutch court that is competent for your place of residence.

То

Getir Netherlands B.V. Keizersgracht 572 1017 EM Amsterdam mail to: Keizersgracht 572, 1017 EM Amsterdam I/We [*] hereby give notice that I/We [*] withdraw from my/our [*] contract of sale of the following goods [*]/for the provision 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