

## Getir Terms and Conditions of Service

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### Effective Date: June 2023

These Terms & Conditions (“**Terms**”) govern your use of the Getir’s services and are entered into by you and Getir US, Inc. (“**Getir**”). These Terms apply to all users of the Getir services through the Getir mobile application (“**App**”) (the “**Service**”). By using the Service, you also acknowledge and agree to Getir’s Privacy Notices (see more below). In some instances, both these Terms and additional terms (governing product sales, purchase, or otherwise) will apply to your use of the Service (“**Additional Terms**”). To the extent there is a conflict between these Terms & Conditions and any Additional Terms, these Terms will control unless they expressly state otherwise.

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

CLAUSE 16 (“DISPUTES & ARBITRATION”) OF THESE TERMS (THE “ARBITRATION AGREEMENT”) PROVIDES THAT ANY CLAIMS THAT YOU AND GETIR HAVE AGAINST EACH OTHER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS, WILL, WITH LIMITED EXCEPTIONS, BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST GETIR ON AN INDIVIDUAL BASIS. PLEASE SEE CLAUSE 16 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

### These Terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply our products to you when you purchase a product via the Service. **YOUR USE OF OUR SERVICE IS GOVERNED BY THESE TERMS.**

**1.2 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 these Terms, 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 (TO THE EXTENT PERMITTED BY LAW).**

**1.3 You must be aged 18 years or older to use the Service.** You must be aged 18 years or older to download and use the Service, including the establishment of an account. You must not use the Service if you are under the age of 18. *We do not sell products for purchase by children. We sell products for purchase by adults.*

**1.4. You must be aged 21 or older to purchase certain products.** You must be aged 21 years or older to purchase alcohol and tobacco products through the Service. You must not use the Service to purchase alcohol and tobacco products if you are under the age of 21. We do not sell alcohol and tobacco products for purchase for persons under the age of 21.

### 2. Your Use of the Services

**2.1 License and Access.** Subject to your strict compliance with these Terms and the Additional Terms, Getir grants you an individual, limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use of the Service for their intended purposes. You may not copy, modify, distribute, sell, or lease any part of the Service. Unless such restriction is prohibited by law or you have Getir’s written permission, you may not reverse engineer or attempt to extract the source code of the Service. You may only access the Service through the interfaces that Getir provides for that purpose (for example, you may not “scrape” the Service through automated means or “frame” any part of the Service), and you may not interfere or attempt to disrupt the Service. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, the Service, and (ii) may be immediately suspended or terminated for any reason, in Getir’s sole discretion, and without advance notice or liability.

**2.2 Feedback.** If you provide Getir with any feedback on or comments regarding the Service, you grant Getir the right to use such feedback or comments for any purpose without restriction or payment to you.

### **3. Our Contract with You**

**3.1 Your Account.** You may begin using the Service after downloading the App, filling out the sections required for registration, confirming your mobile phone number, and entering the authentication password. Alternatively, you can register with certain third-party social networking services, such as Facebook, 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. Your username and password are for your personal use only. If you use the Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your devices, and you agree to accept responsibility for all activities that occur under your account or password. You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and you will not sell, transfer, or assign your account or any account rights. In addition to all other rights available to Getir including those set forth in these Terms, Getir reserves the right, in its sole discretion, to terminate or suspend your account, refuse service to you, or cancel orders. The information you submit in connection with your account, and that is associated with your account, is subject to our Privacy Notices.

### **4. Our Products**

**4.1 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 colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the products. Your product may vary slightly from those images.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our App.

**4.3 Alcohol Products.** We do not sell alcohol products to persons under the age of 21. By completing the purchase, you swear and affirm that you are over the age of 21. Proof of age 21+ and verification of identity must be shown before alcohol product delivery.

**4.4 Tobacco Products.** We do not sell tobacco products to persons under the age of 21. By completing the purchase, you swear and affirm that you are over the age of 21. Proof of age 21+ and verification of identity must be shown before tobacco product delivery.

### **5. Your Rights to Make Changes**

**Please check your order carefully before submitting it.** Unfortunately, we do not allow you to make changes to your order once it has been submitted. If you want to make a change to your order, then you will need to cancel your order and place a new order.

### **6. Our Rights to Make Changes**

**6.1 Minor changes to product offerings.** We may change product offerings:

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

**6.2 Material changes to product offerings.** In addition, we may make changes to product offerings or available payment methods, but we will notify you if we do so, and you may then contact us to cancel your order before the changes take effect. You may receive a refund for any products paid for but not received.

### **7. Providing the Products**

**7.1 Delivery costs.** The costs of delivery related to the Service will be as displayed to you on our App.

**7.2 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.

**7.3 We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside our control (this could be, by way of example, due to problems with weather, traffic, or an accident) then the estimated time of arrival displayed within the App will update in real time. We will take steps to minimize the effect of any delay. Provided we do this, we will not be liable for delays caused by the event. However, 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 did not receive.

**7.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery, the products cannot be posted through your mailbox, or the products cannot be left at the address in a reasonably safe manner, we will cancel your order and may issue a refund in accordance with clause 10.4 and 10.5.

**7.5 If we deliver products outside the stated delivery time.** Unfortunately, despite our best efforts, things do not always go according to plan and factors 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 three hours late, you have the option to cancel your order, provided that you have not caused the delay.

**7.6 Canceling your order due to late delivery.** If you do choose to cancel your order for late delivery under clause 7.5, 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. However, if the goods have been delivered to you, you may be responsible for the purchase of the goods, if the return is required, and you have not returned within fourteen (14) days.

**7.7 When you become responsible for the products.** The order will be deemed completed, and the product will be your responsibility as soon as it has been delivered, in accordance with these Terms, to the address that you provided.

**7.8 When you own the products.** You own the product once the payment has been received in full.

**7.9 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. We may contact you to ask for this information if we need it. You must provide verification of identity before alcohol and tobacco product delivery. 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 cancel your order. We will not be responsible for supplying the products late or not supplying any part of them if this was caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.10 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as notified by us to you; or
- (d) if you fail to comply with the age verification requirements.

**7.11 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, 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 delivery charges.

**7.12 Delivery to other addresses.** If you have given an address -other than your home- as your delivery address (e.g., a restaurant or office), then we reserve the right to reject your order. If we deliver to an address (other than your home address), 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 the relevant delivery charges.

**7.13 Further Review.** 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 any of our terms and conditions by you, we may cancel your order and you will still be charged an amount that is equal to the relevant delivery charges (whether paid or waived as part of the original order).

## **8. Termination**

You can stop using the Service at any time and without notice to us. Similarly, effectively immediately, Getir may terminate access to the Service to you or any other users or stop offering the all or part of the Service at any time. When commercially reasonable, Getir will provide notice of such termination. In the event of Termination, clauses 1, 2, 6, 7.13, 11 and clauses 13-18 shall survive and continue to apply to you.

## **9. Cancelling Orders**

**9.1** Whether you have a right to cancel an order will depend on what you have bought, whether there is anything wrong with it, where we are in the process of our delivery, and when you decide to cancel the order:

(a) If what you have bought is faulty or misdescribed you may have the opportunity to cancel your order (or to get the product repaired or replaced, or a service re-performed, or to get some or all of your money back), **see** clause 9.2

(b) If you want to cancel your order because of something we have done or have told you we are going to do, **see** clause 9.2;

**9.2 Cancelling your order because of something we have done or are going to do.** If you are cancelling your order for any of the reasons set forth below, your order will be cancelled immediately, and we may issue a full refund for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product or these Terms which you do not agree to;

(b) 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;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or

(d) we have suspended supply of the products for technical reasons or notify you that we are going to suspend them for technical reasons, in each case for a period of more than six (6) weeks.

**9.3 When you cannot receive a refund for your order.** You will not receive a refund if you ordered:

(a) perishable items such as grocery and food products that are liable to deteriorate or expire quickly;

(b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

(c) 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.

**9.4 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.

## **10. How to cancel your order with us**

**10.1 Tell us you want to cancel your order.** To cancel your order with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on +1(844) 479-1414

(b) or email us at [hello@getir.com](mailto:hello@getir.com).

(c) Please provide your name, home address, details of the order and, where available, your phone number and email address.

(d) 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.

**10.2 Returning products after the delivery and completion of your order.** If you cancel your order 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 at +1(844) 479-1414 email us at [hello@getir.com](mailto:hello@getir.com) to arrange collection. Items must be 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.

**10.3 Returns.** You are responsible for contacting our customer support to coordinate the return of your purchased goods with our customer services. Different return policies may apply to different goods. Specifically, if you ask us to collect non-perishable goods from you, you will be responsible to pay a delivery fee. Further, you may not return perishable goods unless the goods are defective (e.g., damaged packaging), in which case you may have the option to return them to us.

**10.4 How we will refund you.** We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price.

**10.5 When your refund will be made.** We will make any refunds, subject to your bank's refund policy, due to you within fourteen (14) business days.

## **11. Our rights to terminate this Agreement.**

**11.1 We may cancel your order if you breach these Terms.** We may cancel your order for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not meet any applicable age requirements as legally required for certain products;
- (c) we suspect fraudulent activity or where you are in breach of any of our terms and conditions (including the terms of any promotions);
- (d) 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
- (e) you do not, within a reasonable time, allow us to deliver the products to you.

**11.2 You must compensate us for your breach of these Terms.** If we cancel your order in the situations set out in clause 11.1 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.

## **12. Price and Payment**

Please see and refer to our Terms of Sale for price and payment information. Your payments will be processed in accordance with the payment processing terms set forth in the Terms of Sale.

## **13. Service Provided As-Is and Release of Claims**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." GETIR DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, EXPRESS, LEGAL, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, GETIR MAKES NO REPRESENTATION, WARRANTY, CONDITIONS, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICE, ANY SERVICES PROVIDED BY THIRD-PARTY PROVIDERS, OR GOODS REQUESTED THROUGH THE USE OF THE SERVICE, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. GETIR DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, ANY SERVICES PROVIDED BY THIRD-PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, REMAINS SOLELY WITH YOU. THE SERVICE AND RELATED APP ARE SUBJECT TO PERIODIC CHANGES, WHICH MAY BE MADE AT ANY TIME AND WITHOUT NOTICE TO YOU.

GETIR DOES NOT GUARANTEE THAT THE SERVICE OR RELATED APP WILL OPERATE WITHOUT ERRORS OR THAT THE SERVICE OR RELATED APP IS FREE OF COMPUTER VIRUSES OR OTHER MALWARE. YOU AGREE THAT GETIR WILL NOT BE RESPONSIBLE FOR ANY ECONOMIC COSTS RELATING TO YOUR USE OF THE SERVICE OR RELATED APP.

YOU AGREE THAT NEITHER GETIR NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS IS RESPONSIBLE FOR THE FITNESS OR CONDUCT OF ANY THIRD-PARTY PROVIDER OR FOR ANY SERVICES PROVIDED BY ANY THIRD-PARTY PROVIDER. NEITHER GETIR NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS WILL BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDER.

If you have a dispute with one or more third-party providers, you agree to release Getir (including Getir's affiliates, and each of their respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

U.S. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **14. Limitation of Liability**

IN NO EVENT SHALL GETIR (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF GETIR OR GETIR'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL GETIR (INCLUDING ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, RETAIL PARTNERS, LICENSORS, AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH, AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR USE OF THE SERVICES, ANY SERVICES PROVIDED BY THIRD-PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU, EVEN IF GETIR OR GETIR'S AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GETIR, ITS AFFILIATES, RETAIL PARTNERS, LICENSORS, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, ANY SERVICES PROVIDED BY THIRD-PARTY PROVIDERS, OR ANY PRODUCTS REQUESTED BY YOU OR DELIVERED TO YOU FOR MORE THAN THE GREATER OF \$100 OR THE AMOUNTS PAID BY YOU TO GETIR DURING THE PAST 12 MONTHS IN CONNECTION WITH THE SERVICES.

U.S. FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATION OF CERTAIN LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THE EXCLUSIONS AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **15. Indemnification**

You agree to defend, indemnify and hold harmless Getir and its officers, directors, employees, agents, shareholders, affiliates, and retail partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from: (i) your unauthorized use of the Service or from any breach by you of these Terms,

including without limitation any actual or alleged violation of any law, rule or regulation; (ii) any third party's access or use of the Service using your Getir user account; or (iii) any dispute or issue between you and any third party, including without limitation any third-party provider.

## **16. Disputes & Arbitration**

Without limiting Getir's right to seek injunctive or other equitable relief (as set forth herein), any disputes arising with respect to use of the Services or these Terms between you and Getir ("Arbitration Parties") shall be referred to an arbitrator affiliated with the Judicial Arbitration and Mediation Platform, Inc. ("JAMS"). The arbitrator shall be selected by joint agreement of the Arbitration Parties. In the event the Arbitration Parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the Arbitration Parties shall each select an arbitrator affiliated with JAMS, which arbitrators shall jointly select a third such arbitrator to resolve the dispute. Arbitration shall be conducted under the rules then prevailing of JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The arbitrators' award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The arbitration proceeding shall be carried on and heard in the State of New York using the English language. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and reasonable attorneys' fees from the other party. You may bring claims only on your own behalf. Neither you nor Getir will participate in a class-wide arbitration for any claims covered by these Terms. This dispute resolution provision will be governed by the Federal Arbitration Act.

## **17. Controlling Law**

To the extent permitted by applicable law, these Terms will be governed by the laws of the State of New York, without respect to its conflicts of laws principles, except the terms for arbitration. To the extent permitted by applicable law, any claims arising out of or relating to these Terms or use of the Service that are not subject to clause 16 (Disputes & Arbitration) of these Terms shall be brought exclusively in the federal or state courts of New York, New York, USA, for the residents of the United States, and you and Getir consent to the personal jurisdiction of those courts.

## **18. Other Important Terms**

**18.1 How we may use your personal information.** Please see our [Website Privacy Notice](#) and our [App Privacy Notice](#) for information on our collection and use of personal information.

**18.2 Entire Agreement & Severability.** These Terms, subject to any amendments, modifications, or additional agreements you enter into with Getir, shall constitute the entire agreement between you and Getir with respect to the Service and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

**18.3 Assignment.** You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. Getir may assign its rights, licenses, and obligations under these Terms without limitation.

**18.4 No Third-Party Beneficiary Rights.** Nothing in these Terms shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided herein.

**18.5 Waiver.** No failure by Getir to insist upon the strict performance of any covenant, duty, agreement, or condition of this Terms or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

## **19. Information About Us and How to Contact Us.**

**19.1** If you have any questions, or comments about these Terms, please contact Getir at: [hello@getir.com](mailto:hello@getir.com).

**19.2** For customer service inquiries, please contact Getir's Customer Service at: [hello@getir.com](mailto:hello@getir.com)

## **20. How we may contact you.**

If we need 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.

## **Additional Terms: Applicable for New York**

### **In-Store Pickup**

These are the terms and conditions that apply to you when you purchase a product for pickup from inside a store in New York City ("In-Store Pickup"). These terms and conditions form part of the Terms and to the extent there is any conflict, the Terms shall prevail.

1. In-Store Pickup is available at select Getir stores in the New York City area. Not all products are available for In-Store Pickup nor is the service available in all Getir stores. The operation of In-Store Pickup is subject to change. We reserve the right to limit the quantity of items ordered, as well as the days of the year and the hours during which In-Store Pickup is offered.
2. An In-Store Pickup order may only be placed on the App when you are present inside a Getir store that offers the service. As a part of the order process, Customers who wish to use In-Store Pickup must select and input the address of the Getir store (as available) as the delivery address.
3. Once you have placed an In-Store Pickup order, you can check the App to receive real-time updates on the progress of your order and you will be notified within the App when your order is ready to collect. Please note that an order that is ready to be collected will be designated as "delivered" to the relevant location for In-Store Pickup. The time between placing your In-Store Pickup order and your order being ready to collect may vary.
4. Once an In-Store Pickup order is ready to collect, you must collect the order in person from the relevant location within two hours and prior to the close of business on the date of ordering. When going to see or access any Getir location, please comply with any additional instructions provided by any signage or staff for visitors. Without limitation of applicable instructions, our staff may ask you to provide your name, show valid photo ID and/or show proof of your order on your mobile device before supplying any products.
5. Taking any photography inside a store is strictly prohibited.
6. If you fail to comply with these terms and conditions for In-Store Pickup: a) we reserve the right to cancel your order and refund your payment; and b) the Fees may apply.

### **Purchase of Products Containing Dextromethorphan**

#### **Effective Date: April 2022**

These are the terms and conditions that apply to you when you purchase any OTC drug product that contains the ingredient dextromethorphan (a "**DXM Product**") in the State of New York. These terms and conditions form part of the Terms and to the extent there is any conflict, the Terms shall prevail.

1. You must be 18 years of age or older to purchase or accept delivery of any DXM Products. By completing the purchase, you swear and affirm that you are over the age of 18.
2. Proof of age 18+ and verification of identity must be shown before DXM Product delivery.
3. If you fail to comply with these age and identity verification requirements, we reserve the right to withhold delivery and cancel your order.

### **Getir Terms of Sale**

#### **Effective Date: June 2023**

**NOTICE:** Sale of any products is expressly conditioned on you assent to these Terms of Sale ("TOS"). Any order to purchase products or receive services shall constitute your assent to this TOS.

#### **1. Orders**

**1.1 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 an order 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 delivery charges.

**1.2 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.

**1.3 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.



**1.4 Areas covered.** Our Service 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.

**1.5 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 are 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).

## **2. Price and Payment**

**2.1 Product prices.** The price of the product (which includes applicable taxes) will be in USD and the price will be indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct.

**2.2 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 we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized 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.

**2.3 When you must pay and how you must pay.** We accept payment with American Express, Maestro, MasterCard, Troy, Visa, Bancontact, CARNET, Cartes Bancaires, China UnionPay, Diners, Discover, Elo, Hipercard, JCB, and Korean Cards. We will charge your credit or debit card when your order is placed.

**2.4 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.

**2.5 You may pay a tip to your courier for the Service.** You will have the option to tip the courier in connection with the Service but are under no obligation to do so. 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. When you elect to tip a courier in connection with the Service you authorize us to charge you for the selected amount from 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.

**2.6 Payment Processing.** All payments you make to us in connection with the Services will be processed through a third-party payment processor. We may replace the third-party payment processor that we use without notice to you. All payments will be processed using the preferred payment method designated in your account. To change your preferred payment method in your account you should update your account information.

## **3. Specific Product or Delivery Notices [Subject to Change Over Time]**

**3.1 Over-the-Counter Products.** We provide home delivery for selected over-the-counter ("OTC") drug products. By utilizing this home delivery service for OTC drug products, you agree that we are not a pharmacy, and we cannot provide any advice regarding the appropriate use of OTC drug. Importantly, you agree that we do not provide any medical advice, diagnosis, prevention, or treatment of any disease or any other health concern or condition. You also acknowledge that we make no warranties regarding the quality of the OTC drug products or the appropriate use of these products. If you have any issues or concerns regarding the proper use these products, you should consult with your physician or other healthcare provider. You must also agree that you have not purchased the OTC drug product(s) with the intent to resell the product(s).

**3.2 Alcohol Products.** These are the terms and conditions that apply to you when you purchase alcohol products:

- i. We do not sell and/or deliver alcohol to persons under the age of 21;
- ii. You must be 21 years of age or older to purchase and/or accept delivery of any alcohol products;
  1. By completing the purchase, you swear and affirm that you are over the age of 21;
  2. By completing this purchase, you agree that you will not purchase alcohol with the intent to distribute it by sale or by gift to someone who is not of the legal drinking age;

3. By completing the purchase, you swear and affirm that the selected delivery location is a lawful delivery location, and you understand that alcohol cannot be left unattended;
4. By completing the purchase, you swear and affirm that you are not intoxicated at the time of delivery;
5. Proof of age 21+ and verification of identity must be shown before alcohol product delivery;
6. We reserve the right to withhold delivery, cancel your order, and/or charge you a restocking fee if:
  1. we reasonably suspect that you are under 21 years of age;
  2. you fail to comply with these age and identity verification requirements;
  3. we reasonably suspect that you appear intoxicated;
  4. the terms and conditions are not met;
  5. the conditions for delivery are unsafe, and/or
  6. any other reason permitted by law.

**3.3 Alcohol Products in New York.** The following terms and conditions apply to you if you purchase alcohol products for delivery in the State of New York:

(i) We are a third-party platform that provides advertising services and delivery services for licensed alcohol retailers ("Retailer"). We simply facilitate the ordering of alcoholic beverages from the Retailer by consumers like you. We do not exercise any license privileges which means we do not sell, offer, or solicit sales of items containing alcohol. We are not in control of the price (including service, restocking, and other fees), product selection, or inventory count.

(ii) We cannot accept an order for an alcoholic beverage on the Retailer's behalf. When you place an order for an alcoholic beverage, your order is considered an offer to purchase said beverage(s) from the Retailer. The Retailer has the sole authority and discretion to accept your offer in full or in part, refuse your offer, cancel upon acceptance, and/or adjust your order. Upon acceptance, the Retailer will arrange for delivery of your order. We are simply a delivery service utilized by the Retailer.

(iii) Retailers are in control of the advertised price for the alcoholic beverages and may charge you additional fees such as delivery fees, restocking fees, and all applicable sales taxes. We may collect these fees on behalf of the Retailer.

(iv) We reserve the right to charge administrative fees (e.g. delivery fee).

(v) We may collect payment for alcoholic beverages and applicable taxes associated with the purchase of alcoholic beverages as a proxy for the Retailer, but we are not in control of the funds. The Retailer will determine whether a refund, return, or exchange is permissible. We will defer to the Retailer's policies.

**3.4 Alcohol Products in Illinois.** In addition to the requirements stated in 3.2, you should provide signature confirming that you are 21 years of age or older and you are receiving the alcohol product.

**3.5 Tobacco Products.** These are the terms and conditions that apply to you when you purchase tobacco products:

(i) We do not sell and/or deliver tobacco products to persons under the age of 21;

(ii) You must be 21 years of age or older to purchase and/or accept delivery of any tobacco products;

(iii) By completing the purchase, you swear and affirm that you are over the age of 21;

(iv) By completing this purchase, you agree that you will not purchase tobacco products with the intent to distribute it by sale or by gift to someone who is not over the age of 21;

(v) By completing the purchase, you swear and affirm that the selected delivery location is a lawful delivery location, and you understand that tobacco cannot be left unattended;

(vi) Proof of age 21+ and verification of identity must be shown before tobacco product delivery;

(vii) We reserve the right to withhold delivery, cancel your order, and/or charge you a restocking fee if:

1. we reasonably suspect that you are under 21 years of age;
2. you fail to comply with these age and identity verification requirements,
3. the terms and conditions are not met;
4. the conditions for delivery are unsafe, and/or
5. any other reason permitted by law.

**IF YOU ARE HAVING A MEDICAL EMERGENCY, CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.**

