

Foody Subscription Specific Terms of Use

Foody provides a personalized subscription service that automatically renews and allows Users to enjoy specific benefits and discounts, defined in the Foody Subscription Service (hereinafter "Subscription").

This subscription service is subject to these Special Subscription Terms, as well as Foody Terms of Use, which you can find incorporated herein by reference. The terms "Partner", "Order", "User", "Foody" and "Service" are defined in the Foody Terms of Use and have the same meaning as defined in the Foody Terms of Use.

1. WHAT IS FOODY SUBSCRIPTION?

Foody Subscription in a nutshell:

- Foody Subscription is a subscription program, whereby the User is entitled to receive deliveries of products ordered from selected restaurants and stores through the Foody Service, without any delivery service charge, as long as they are within the range of the distance and for the value of the basket, which defined below, and to receive other benefits and discounts as defined by Foody from time to time.
- By activating Foody Subscription, you can enjoy a free 30-day trial and save even more! After the trial period, your Foody Subscription is only €5.99 per month.
- Subscription applies to Partners marked with the Foody Pro tag in the Foody platform.
- If the Order meets the minimum basket value and the User is within the maximum delivery distance, calculated between the Partner's address and the delivery address ("**Delivery Range**"), the User will be eligible to receive free delivery with the Subscription.
- The Subscription is offered against a monthly fee paid by the User at the beginning of the relevant subscription period, that starts after the end of the trial period.
- The Subscription automatically renews on a monthly basis, unless the User cancels the Subscription. This can be done at any time from your user profile on the Foody Service.

By purchasing the Subscription you automatically agree to these Foody Subscription Terms and Conditions and the special terms detailed in the Foody Service regarding the Subscription. You also agree that your payment method will be charged monthly, each billing cycle on a recurring basis during the term of your Subscription.

Subscription benefits are subject to geographic availability and fees, taxes or other charges may apply to your Order.

Foody reserves the right to change Partners eligible for Membership benefits at any time, with or without notice.

Any additional details about the Subscription are available on the Foody Subscription tab in your user profile and include important terms such as where and when the Foody Subscription can be used, the benefits available, the cost and billing period of the Foody Subscription . Please read the details of the Foody Subscription to the Foody Service before purchasing.

The terms of the Subscription are subject to changes, which Foody may make whenever it deems necessary, which will be reflected in the Special Terms and Conditions of the Subscription Service and which you can review at any time. If these changes adversely affect your rights or your financial burden, Foody will send you a relevant information email in advance, so that you can refuse this change and cancel your subscription without charge

You can view and manage your Subscription by clicking on the Foody Subscription tab in your user profile on the Foody Service. You can view and manage your settings, including payment method, subscription end date and next payment date, through your user profile.

2. PURCHASING FOODY SUBSCRIPTION

You can purchase the Foody Subscription directly on the Foody Service by clicking the “Get Foody Subscription” tab. You can view your Subscription details and select your payment method before confirming your Foody Subscription purchase.

You can purchase the Subscription for one month and you will be charged based on your subscription period, after the end of the trial period. When you purchase the Subscription, you will be charged the subscription fee for the first billing cycle on the date of purchase, which activates the Foody Subscription for the period detailed in your user profile.

The billing cycle is based on the original purchase date and the payment method you selected, when purchasing the Subscription, will be charged according to the billing cycle. You can change your payment method on the Foody Subscription tab in your user profile. If you do not wish to automatically renew your Foody Subscription, you may cancel your subscription in accordance with Section 5 below.

If your payment fails during the recurring payment cycle, we reserve the right to automatically terminate your Subscription.

3. LIMITATIONS ON SUBSCRIPTION

Your Subscription is for personal use and only Users are eligible to purchase Foody Subscription. The Subscription is valid in the country where the User purchased the Subscription and for those restaurants/businesses participating in the Foody Subscription, which will appear distinctly.

As part of the Subscription, you are entitled to receive Orders without a delivery charge on Orders within the Delivery Range specified below. Please note that other charges, as applicable, may still apply to your Order, which will appear separately on your respective Order.

Look for the relevant "Foody Pro" tag to see which Partners offer free delivery near you. Delivery will be free of charge to those Partners located within a radius of less than 4km from your delivery address ("Delivery Radius"). In case the Delivery Radius is greater than 4km, then there will be a proportional delivery charge.

If you've enabled location tracking, you'll see Foody Subscription Partners that are within a Delivery Radius of your current location. If you have not enabled location tracking or entered a delivery address on the Foody Service, you will see places within the Delivery Radius centered on your current location.

The right to free delivery costs applies to you when your Order meets the minimum basket size applicable to the Partner.

4. RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to already activated Subscription Services that have been paid for on the Foody website.

5. CANCELLATION OF FOODY SUBSCRIPTION

You can cancel your Subscription up to the day before your Subscription renewal date. You can cancel your subscription in the Subscription management tab in your user profile on the Foody Service. If you cancel your Subscription, you will still have access to the benefits of the Foody Subscription until the end of the current payment cycle for which you have paid.

All monthly payments are non-refundable and non-transferable for any cancellation made during a billing cycle.

6. CHANGES OR TERMINATION OF SUBSCRIPTION

Foody can unilaterally modify the terms and/or the content of the Subscription at any time or stop offering the Foody Subscription and reserves the right to do so. However, we will not make changes to the Subscription that have a material adverse effect on you, or changes that increase your subscription fee, without notifying you in writing at least thirty (30) days in advance.

The changes will automatically take effect after the notice period, but you may cancel your subscription in accordance with the instructions in Section 5 above.

Foody is entitled to terminate a user's subscription with immediate effect if: (i) the User misuses the Foody Service or the Subscription or causes any harm or damage to the use of the Foody Service or Partners or Foody or Foody's employees; (ii) Foody has a reasonable belief of fraudulent acts by the User in the use of the Subscription, or (iii) the User does not otherwise comply with the obligations arising from these Foody Subscription Terms or applicable law.

Foody reserves the right to withhold Subscription fees already paid if the Subscription is terminated due to a circumstance set forth in this section.

7. FREE TRIAL

We may offer certain Users from time to time a free trial or other promotional subscription to the Foody Subscription. Free Trials may be limited at Foody's sole discretion, including based on eligibility or duration of the Free Trial. If you are offered a free trial, you are required to add a payment method for the Subscription before starting the free trial.

If the period of the free trial expires, without expressing your intention to terminate your subscription, then we will charge the amount of the Subscription to the payment method you selected at the start of the free trial period.

You may cancel your Subscription at any time through your user settings in the Foody Service. If the Subscription is ever terminated for any reason, you will not be eligible for a free trial on any subsequent Subscription.

If you withdraw/cancel during the free trial period, you will not be charged any amount, nor will the subscription be activated and will be terminated immediately.

8. PROCESSING OF PERSONAL DATA

Foody's Privacy Policy available [here](#) describes the processing of personal data in connection with the Subscription.

We will not use or collect additional personal data from you because of the Subscription, other than the details of your Subscription plan, including price, payment method, validity period, benefits included and whether a basket size and Delivery Range apply .

Foody processes the above personal data to be able to offer you the Subscription within the framework of the contract between you and Foody. We use the data to enable you to use the benefits of your Subscription and to display the status and handle your Subscription payments. If you contact our customer service, we will use the information you have given us to answer your questions or resolve your complaint.

Foody processes personal data to fulfill our contractual obligations towards you and to comply with legal obligations.

9. REFUND PROCESS

All monthly Foody Subscription payments are non-refundable for any cancellation made during a billing cycle and once the service has been activated.

10. DEFECTS AND COMPLAINTS

Please contact info@foody.com.cy without undue delay if you notice any unauthorized charges to your Subscription payment method or if you have any complaint regarding the Subscription.

The Subscription and/or any of its features may be, in rare cases, temporarily unavailable or inaccurate or interrupted from time to time for various technical or other reasons and Foody is not responsible for such unavailability.

Foody Subscription and all information accessible through it is provided for informational purposes only on an "as is" and "as available" basis.

We make no warranty, representation or assurance of any kind, express or implied, including but not limited to the accuracy or completeness of the Subscription or its availability. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including but not limited to implied warranties or merchantability and fitness for a particular purpose of the Subscription.

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