

# Subscription Service Specific Terms of Use - Foody Subscription

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

This subscription service is subject to these Specific Subscription Terms, as well as our [Terms of Use](#), which you can find incorporated herein by reference. The terms "Partner Stores", "Order", "User", "Foody", "Website", "Application" and the "Services" offered herein have the same meaning as in the [Terms of Use](#).

## 1. WHAT IS Foody pro?

Foody pro in a nutshell:

- Foody pro is a monthly subscription service through which the User can receive product deliveries from selected Partner Stores through the Foody platform, without any delivery fee, as long as they are delivered within the radius and for the basket threshold, defined below, and to receive other benefits and discounts, as defined by Foody in the Subscription from time to time.
- By activating the Subscription, you can enjoy a free trial and save even more! After the trial period, your Foody Subscription is only €5.99 per month.
- Subscription applies to those Partner Stores that are marked with a relevant "Foody pro" symbol for as long as the specific stores participate in the Foody pro service, at their free choice.
- If the Order value meets the minimum basket threshold as defined for each store category and displayed distinctly for each store and if the User is within the maximum delivery distance calculated between the address of the Partner Store and the delivery address ("Delivery Range"), the User will be able to receive the benefit of free delivery, which is entitled 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 the user profile in the Foody pro Service.

By purchasing the Subscription you automatically agree to these Subscription Service Specific Terms of Use and the special terms described in detail 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 that may apply to your Order.

Foody reserves the right to change Partner Stores participating in the Foody pro service benefits at any time, with or without notice.

The terms of the Subscription are subject to changes, which Foody may make whenever it deems necessary, and which you can check at any time in the information provided in the "Foody pro" tab of your Foody User profile. In the event that these Specific Terms are revised due to changes that adversely affect your rights, Foody will inform you in a timely manner in accordance with clause 6.

Additional details about the Subscription are available on the Foody pro tab in your Foody user profile and include important information such as where and when the Foody Subscription can be used, the benefits available, the cost and billing period of the Subscription. There you can view and manage your Subscription, the settings, including the subscription end date and next payment date.

## **2. PURCHASING Foody pro**

You can purchase the Foody pro directly on the Foody Website/ App by clicking on the relevant tab, as long as the relevant service is available in your geographical location. You can view your Subscription details and select your payment method (exclusively by debit or credit card) before confirming your Foody pro 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 pro for the period detailed in your user profile.

The billing cycle is based on the initial purchase date, and the payment method you selected during the purchase of the Subscription will be charged according to the billing cycle. If you do not wish to automatically renew your Foody pro 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. The Subscription is valid in the country where the User purchased the Subscription and for those restaurants/ businesses participating in the Foody pro (Participating Stores), which will appear distinctly.

As part of the Subscription, you are entitled to receive Orders without a delivery fee on Orders within the Delivery Range as defined below and provided that the order value meets the minimum basket threshold, which applies specifically to the Foody pro service for each of the Partners- Participating Stores and is specified separately within the profile of the Partner Store. Foody may change the minimum basket threshold at any time with immediate effect, so please ensure that you frequently check the Foody pro tab information field in the User profile for any changes.

Please note that other charges, as applicable, may still apply to your Order, which will appear clearly and separately on your Order.

Look for the relevant "Foody pro" tag to see which Partners Stores offer free delivery near you. Delivery will be free of charge to those Partners- Participating Stores located within a radius of less than 5km from your delivery address ("Delivery Range"). In case the Delivery Range is greater than 5km, then delivery fee will apply according to Foody Terms of Use.

If you have enabled location tracking, you will see Foody pro Partners - Participating Stores that are within the Delivery Range 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 Range centered on your current location.

#### **4. RIGHT OF WITHDRAWAL**

Within the trial period and if you do not wish to use the Subscription Service, you have the right of withdrawal and you will not be charged any amount. You can declare that you do not wish to use the Subscription Service in the "Foody pro" tab.

For activated Subscription Services, which have already been paid for, on the Foody Website/ Application, the right of withdrawal does not apply.

#### **5. CANCELLATION OF Foody pro**

You can cancel your Subscription in the relevant Foody pro tab in your user profile in the Foody Website/ Application, up to and including the calendar day before your Subscription renewal date.

If you cancel your Subscription, you will still have access to Foody pro benefits 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 the billing cycle.

#### **6. CHANGES OR TERMINATION OF SUBSCRIPTION**

Foody can and reserves the right to unilaterally modify, at any time, the terms and content of the Subscription or to stop offering the Foody pro Service. However, we will not make changes to the Subscription that materially adversely affect you, without giving you at least fourteen (14)

days' notice before the change takes effect, or changes that increase your subscription fee, without notifying you 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 the Partner Stores of Foody or Foody's employees; , (ii) Foody reasonably believes that the User has committed fraudulent acts while using the Subscription, or (iii) the User does not otherwise comply with the obligations arising from these Foody pro 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 promotion as part of the Foody pro Service. Free Trials may be limited at Foody's sole discretion, including based on eligibility or the 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. The duration of the free trial period will be explicitly stated before selecting the Subscription.

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

You may cancel your Subscription at any time through your user settings in the Foody Website/ Application. 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 during the free trial period, you will not be charged any amount, nor will the Subscription be activated.

## **8. PROCESSING OF PERSONAL DATA**

Foody Privacy Policy, available [here](#), describes the processing of personal data in connection with the use of Foody Website/ Application and the Service and the Subscription.

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

Foody processes the above personal data to be able to offer you the Foody pro Subscription Service within the framework of the contract between you and Foody. We use the data to enable you to benefit from your Subscription, monitor the status and handle your Subscription

payments. If you contact our customer service, we will use the information you give us to answer your questions or manage your complaint.

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

## **9. REFUND PROCESS**

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

## **10. DEFECTS AND COMPLAINTS**

In the event that you notice unauthorized charges in your Subscription payment method or in the event that you have any complaint regarding the Subscription, please contact [info@foody.com.cy](mailto:info@foody.com.cy) without undue delay.

While Foody makes reasonable efforts to ensure that the Subscription Service is available at all times, it may, on rare occasions, be temporarily unavailable or inaccurate, or be interrupted from time to time for various technical or other reasons, such as when Foody Service is unavailable. We do not warrant or represent that the Subscription Service is provided to Users in a way that is secure, timely, uninterrupted, error-free and free of technical difficulties, defects or viruses.

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

Additionally, the clause "Limitation of Liability" applies as it applies to the [Terms of Use](#) of the Foody Website & Application.

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