

## 1) INTRODUCTION

Welcome to EWORKS CONSULTANTS (“we”, “us”, “our”, “EWORKS CONSULTANTS COMPANY LIMITED”, the “Company”, the “Provider”), a white label food ordering platform. This page (the “Agreement”) tells you the terms and conditions on which we supply the meals (the “Meals”) listed on our website or bots (“the Products”) to you. Please read these terms and conditions (the “T&C’s”) carefully before ordering any Meals from our site. By accessing our Products and placing an order you agree to be bound by these T&C’s and our terms of use policy.

## 2) ORDERING

1. By placing an order through our Products, you enter into an agreement with the Provider with respect to the processing of that order. If you are paying online, the Provider is also responsible for any returns or refunds, subject to verification of the order and payment within 1-7 working days. The Provider is responsible for the preparation and quality of your order. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are from your own credit or debit card and that you have sufficient funds to make the payment.

2. Meals purchased from the Products are intended for your use only and you warrant that any Meals purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Meals.

3. When ordering from the Products you may be required to provide a THAILAND based phone number and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.

4. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer, if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.

5. Any order that you place with us is subject to product availability, delivery capacity and acceptance by us. When you place your order online, we will send you an email to confirm the order is accepted.

6. If the ordered Meal and delivery capacity is available, the Provider will accept and confirm the order. If the details of the order are correct, the order will be confirmed by email address as provided during the registration process.

7. The confirmation message will cover the delivery details specified by the Provider.

8. If the Meals are not available or if there is no delivery capacity, we will also let you know by email, SMS or phone call.

## 3) PRICES AND PAYMENT

1. Any contract for the supply of Meals from the Products is between you and the Provider. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.

2. All prices listed on the Products are correct at the time of publication; however, we reserve the right to alter these in the future. We also reserve the right to alter the Meals available for sale on the Products and to stop listing certain Meals. Any taxes, inclusive or exclusive, will be clearly mentioned in your cart before the checkout process.

3. All prices listed on the Products by the Provider reflect the price that the Provider charges at the time of listing. We give great care to keep them up to date and reserve the right to alter these in the future.

4. The total price for Meals ordered, including other charges, will be displayed on the Products when you place your order. Full payment must be made for all Meals ordered. Payment can be made in cash or by online payment.

5. If you choose online payment, you must pay for your order at the time that you submit the order on the Products. To ensure that shopping online is secure, your debit/credit card details will be encrypted to prevent

the possibility of someone being able to read them as they are sent over the internet. Your credit card company may also conduct security checks to confirm it is you placing the order.

#### 4) DELIVERY

1. Delivery periods and fee quoted at the time of ordering are defined by delivery zones and may change without prior notice. Meals will be delivered to the address designated by you at the time of ordering.

2. In the case that delivery is done by the Provider or a third party delivery partner assigned by the Provider, we will give great care to deliver in a timely manner. No responsibility is taken for late delivery by the Provider in either case. However, we will not be liable for any loss caused to you by delivering late. In case of a late delivery, the delivery charge will neither be voided nor refunded by the Provider.

3. All risk in the Meals shall pass to you upon delivery.

4. If you fail to accept delivery of Meals at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such Meals shall be deemed to have been delivered to you and all risk and responsibility in relation to such Meals shall pass to you. Any storage, insurance, and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.

5. The Provider shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

6. Please note that it might not be possible for the Provider to deliver to some locations. If this is the case, the Provider will not accept your online order.

#### 5) PICKUPS

1. Pickup periods quoted at the time of ordering are approximate only and may vary. Some restaurants may not offer pickup facility.

2. It shall be your sole responsibility to proceed to your order pickups. The Provider shall not be held liable for any failure in the order pickups due to error in the pickup location and/or time at the time of order submission.

#### 6) CANCELLATION & REFUND POLICY

1. You can cancel or amend your order at any time by contacting us, but there are limitations on when changes or cancellations to orders can be made. Your order begins processing exactly after 2 minutes after you confirm your checkout. During this processing time it may be possible to cancel your order, but the Provider reserves the right to refuse cancellation or refund at any point in the processing period.

2. The Provider may provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact us. In order to be eligible for a refund, you must contact the Provider within 5 minutes of receiving your order and store the received items in the manner appropriate to the type of food (e.g. keep chilled items chilled, frozen item frozen etc.). Notwithstanding the foregoing, refunds are not given to food already consumed and will be subject to the Provider's discretion.

#### 7) LIMITATION OF LIABILITY

1. Great care has been taken to ensure that the information available on the Products is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of the Products will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Products and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

2. By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party website, or your consumption of any food or beverages from the Provider.

3. We disclaim any and all liability to you for the supply of Meals to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or

damage to you such liability is limited to the amount you have paid for the relevant Meals. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

4. We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Product.

5. We shall not be held liable for any failure or delay in delivering Meals where such failure or delay arise as a result of an event of Force Majeure.

6. The Meals delivered by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.

7. In the event the Provider has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, the Provider may cause the shopper (or customer) to be blocked immediately and reserves the right to refuse future service. Additionally, should there exist an abuse of vouchers or discount codes, the Provider reserves the right to seek compensation from any and all violators.

8. Offers are subject to the Provider's discretion and may be withdrawn at any time and without notice.

## 8) GENERAL

1. All prices are in Thai baht. VAT clearly indicated before the checkout process.

2. We may subcontract any part or parts of the services that we provide to you from time to time and we may assign or novate any part or parts of our rights under these T&Cs without your consent or any requirement to notify you.

3. We may alter or vary the T&Cs at any time without notice to you.

4. By using this Product, you agree not to collect or harvest any personally identifiable information from the website, use communication systems provided by the website for any commercial solicitation purposes, solicit for any reason whatsoever any users of the Product with respect to their submissions to the Product, or publish or distribute any vouchers or codes in connection with the Product, or scrape or hack the Product.

5. The T&Cs together with the Privacy Policy, any order form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these T&Cs and any other term or provision on the Products, these T&Cs shall prevail.

6. If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or condition.

7. This Agreement shall be governed by and construed in accordance with the laws of Thailand. The parties hereto submit to the exclusive jurisdiction of the courts of Thailand.

8. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

9. Food items must be consumed within 1 hour of delivery to guarantee freshness.

10. Consumption of food items beyond this period is not recommended.

11. The company will not be held liable for the health of guests who consume food items beyond the recommended timing.

These terms and conditions will universally apply to all merchants that you may use as part of the Foodie Delivery network.