

## General Terms of Use and Contracting

*Last updated on: 17 January 2022*

These general terms of use and legal information (hereinafter, the “General Terms”) apply to the website of Glovoapp23, S.L. (hereinafter, “Glovo”), whose domain is <https://glovoapp.com>, and to its related mobile application, as well as to all its related sites or sites linked from <https://glovoapp.com> by Glovo, as well as its affiliated companies and associates, as set forth in Annex I, including Glovo’s websites worldwide (hereinafter and collectively, the “Site”). The site belongs to Glovo. By using the site, you accept and expressly agree to these terms of use. If you do not agree, please refrain from using it.

Glovo hereby makes the Glovo website and mobile application (hereinafter, jointly, the “Platform”) available to users (hereinafter, the “User” or “Users”).

In accordance with the provisions of the applicable legislation, the following identification details of the site owner are provided below:

- Company name: Glovoapp23, S.L.
- Registered address: C/ Pallars 190, 08005 Barcelona.
- Commercial Register registration details: Protocol 2014/1249, Volume: 44467, Folio: 76, Sheet: 456858, Entry: 1.
- Tax Identification Number (NIF): B66362906

### 1. Object

Glovo is a technology company whose main activity is the development and management of a technology platform through which certain local stores in a number of territories can offer their products and/or services by means of a mobile or web application on the platform (hereinafter, the “APP”) and, in an ancillary manner, where applicable and if so requested through the APP by users of the APP and consumers of the said local stores, act as an intermediary in the planned or immediate delivery of the products.

Glovo has developed a Platform through which a variety of merchants, with which Glovo can have in place a commercial agreement for the use of the platform, offer a selection of products and/or services. Users can request the purchase and/or collection of products and services from such merchants in person by means of a mandate given by them to a third party when placing an order through the Platform. In such cases, Glovo acts as a mere intermediary and is therefore unable to assume, and does not assume, any responsibility for the quality of the products or for the proper provision of the services offered directly by the merchants or by such third parties.

In addition, Glovo is a multi-category Technology Platform for intermediation in the contracting of “on demand” services by distance electronic means. Its aim is to make it easier for any persons requiring help with their errands, services, purchases in person and/or collection of products from local merchants (hereinafter, “Users”) to carry out their errands by delegating to such third parties, who are willing to voluntarily carry out the mandate given to them by Users (hereinafter, the “Mandataries”).

Mandataries are thus a network of self-employed professionals who work with Glovo. When they wish to provide their services, they log onto the Glovo Platform and undertake to carry out within a certain amount of time the service entrusted to them by the User by means of the above-mentioned mandate. As a result, Glovo cannot be responsible for delivery times, as they will depend on the local stores’ own successful operations, the preparation of orders, the Mandataries themselves, and the information furnished by Users when placing orders or their availability and response at the time of delivery. In relation to this, the delivery times stated on the Site are provided for indicative purposes only.

Glovo hereby confirms that it has obtained all necessary licences for the pursuit of its commercial activities in the countries in which it operates.

Throughout these General Terms of Use, both Users and Mandataries will be referred to as Users of the Platform.

### 2. Terms of Use

By accessing the Platform and voluntarily creating a profile, all Users acknowledge and expressly and unambiguously agree to these General Terms of Use and Contracting as well as to the Privacy Policy and the Cookie Policy.

### 3. User Access and Registration

In order to be a User of the Platform, it is essential that you meet the following requirements:

- Users must be at least 18 years of age.
- Users must truthfully complete the mandatory fields of the registration form requesting personal details such as the User's name, e-mail address, telephone number and bank card number.
- Users must agree to these Terms of Use and Contracting.
- Users must agree to the [Privacy and Data Protection Policy](#).
- Users must agree to the [Cookie Policy](#).

The User warrants that all the information regarding his/her identity and capacity provided to Glovo in the registration forms for the Platform is true, accurate and complete. In addition, Users undertake to keep their details up to date.

If a User provides any false, inaccurate or incomplete information or if Glovo considers that there are well founded reasons to doubt the truthfulness, accuracy or integrity of such information, Glovo may deny that User current or future access to, and use of, the Platform or any of its contents and/or services.

When registering on the Platform, Users must choose a username and password. Both the username and the password are strictly confidential, personal and non-transferable. In order to increase the security of accounts, Glovo recommends that Users do not use the same login credentials as on other platforms. If a User uses the same login credentials as on other platforms, Glovo will be unable to guarantee the security of the account or ensure that the User is the only person logging into his/her profile.

Users undertake not to disclose the details of their account or allow access thereto to third parties. Users shall be solely responsible for any use of such details or of the services of the Site that may be made by third parties, including the statements and/or contents entered on the Platform, or for any other action carried out under their username and/or password.

Users are the sole owners of the content entered by them on the Platform. Furthermore, by registering on the Platform and agreeing to these Terms, the User grants Glovo, in relation to the content that he/she may provide, a worldwide, irrevocable, and transferable licence, free of charge, with the right to sub-license, use, copy, modify, create derivative works, distribute, publicise and exploit it in any way that may be deemed appropriate by Glovo, with or without any further communication to the User and without having to pay any amounts for such uses.

Glovo cannot guarantee the identity of registered Users, and it will therefore not be liable for the use by unregistered third parties of a registered User's identity. Users undertake to inform Glovo immediately, using the communication channels made available by Glovo, if their credentials are stolen, disclosed or lost.

#### 3.1 Profile

In order to complete their registration on the Platform, Users must provide certain details, such as: username, e-mail address, telephone number and bank card details, among others. Once they have completed the registration process, all Users will be able to access, complete and edit their profile as they deem appropriate. Glovo does not store users' payment data, which shall be processed and stored by the payment service provider as described in these Terms and in the Privacy Policy.

#### 3.2. Credit Card Theft or Appropriation

Since Glovo cannot guarantee the identity of registered Users, Users are under an obligation to inform Glovo if they have evidence that the credit card associated with their Glovo profile has been stolen and/or is being fraudulently used by a third party. Therefore, since Glovo and its payment platform are proactive in the protection of Users through the use of appropriate security measures, if a User fails to inform Glovo of the missing card, Glovo will not be liable for any fraudulent use thereof that may be made by third parties on the User's account. Glovo suggests that Users report any theft, robbery or suspected misuse of their credit card to the police.

If necessary, Glovo undertakes to assist Users and cooperate with the competent authorities as may be necessary to provide reliable evidence of the wrongly applied charge. In the event of fraud, Glovo reserves the right to take any appropriate action if it has been detrimentally affected by the misuse of the Site.

### 4. Operation of the Service. Terms of the Mandate.

When a User who is registered as a User needs help with an errand, he/she must go to the online platform or the relevant Glovo application and request the service using the said electronic methods. The basic courier service involves the collection and subsequent delivery of a product to and from the addresses established by the User, provided that they are within the territory in which Glovo operates. Similarly, a User may ask a Mandatory to

purchase products in person on his/her behalf and to collect them from, and deliver them to, the addresses specified. The Mandatary undertakes under a mandate to purchase the products ordered by the User on the latter's behalf and according to his/her indications and specifications.

Users are solely responsible for providing the correct addresses for delivery and collection on the Platform, and they therefore release Glovo and the Mandatary from any liability for negligence or error in the collection or delivery of the order as a result of providing incorrect addresses for collection and delivery. As a result of the foregoing, the cost resulting from providing an incorrect address for collection and delivery on the Platform shall be borne by the User.

Users must provide all the information, in as much detail as possible, about the service to which the assignment relates and, if applicable, in relation to the product that they are asking the Mandatary to buy in a physical shop on their behalf. To do this, they may provide any comments they may deem useful in the "comments" section as well as, where appropriate, share a photograph with the Mandatary to identify the order. Users will be in constant contact with the Mandatary and may communicate with him/her at any time to ensure that he/she carries out the mandate according to the Users' own instructions.

In order to facilitate direct communication with the Mandatary and in the event of any incidents in the processing of the order and/or in order to inform of any changes thereto, GLOVO makes available to Users an internal chat system allowing direct and immediate contact between the User and the Mandatary while the order is being carried out. The chat session will be deactivated as soon as the User has received the product or the order is cancelled for any of the reasons envisaged. If a User wishes to contact the Mandatary or Glovo after the order has been completed, he/she must use the contact form available on the Platform and contact the User assistance service.

The User releases Glovo and the Mandatary from any liability for negligence or error in the indications given by the User for the purchase of the product ordered for purchase in a physical store on his/her behalf. As a result, the User shall bear the cost arising from providing incorrect indications on the Platform regarding the products (such as an incorrect address or product).

When placing an "Anything" order, Users may set an approximate price if the price of the product and/or service does not appear on the platform. In such case, the service or product may be purchased by the Mandatary in person based on the User's estimate and never for more than 30% above the said estimate. If the price is higher, the Mandatary shall contact the User to inform him/her of this situation, and it will be the latter who makes the final decision on whether or not to proceed with the purchase in person at the store. Glovo may provide an approximate price estimate, merely for the purpose of helping the User, and such estimate shall not be binding as the final price payable by the User in any event.

If the price of the product/service does appear on the Platform, the prices appearing on the Platform may be indicative as provided in Clause 7 of these General Terms and Conditions of Use of the Platform.

If the product and/or service is not available, the Mandatary must call the User to set out the available options. If the User does not accept any of the options set out by the Mandatary and is therefore not interested in the alternative options, he/she must accept the cancellation policy set forth in these General Terms of Use (Section Nine). If the User does not answer the phone, the Mandatary shall wait 5 minutes before leaving.

Users accept that according to the services contracted through the GLOVO platform, they can receive the invoices corresponding to the delivery, courier or management services, by the Mandataries.

If the User is not at the place agreed for delivery, the Mandatary shall retain the product for 24 hours, or for 5 minutes in the case of perishable products. In addition, the User must bear 100% of the cost of the basic courier service, as well as the price of the product if one has been purchased or contracted through the Mandatary at the User's request, and will have to pay for another service in order to receive the products that were not delivered. The Mandatary will in no event be liable for the deterioration or expiry of the product to which the assignment related.

Once the assignment has been completed, if the request included the in-person purchase of a product, the Mandatary shall give the User the paper receipt for such product and/or provide it by e-mail. If the object of the assignment is the mere delivery of a product, the Mandatary shall deliver it to the User at the exact time and place indicated by the latter. All this without prejudice to the electronic receipt for the service that will be received by the User at the e-mail address associated with his/her account.

At that moment, the User, who is the recipient of the service identified by the user in the order, or any third party authorised by him/her, must where appropriate ratify the mandate given by signing on the Mandatary's device. Glovo is unable to verify the authenticity of the User's signature. If the User receives confirmation that the order has been carried out without having ratified the mandate either personally or through a recipient authorised by

him/her, he/she must inform Glovo immediately so that appropriate steps can be taken by the Platform. Glovo reserves the right to check any communications made by the User for verification and monitoring purposes.

**FOOD / PACKAGED PRODUCTS:** Glovo recommends that, when ordering food products under a mandate, Users ask the Mandatary and/or the establishment offering the products, using the methods available on the Platform, for information on the content and composition of the food products ordered.

Furthermore, Glovo is not responsible for ensuring that food orders are delivered to Users in properly closed bags, which should ideally be labelled or sealed.

## 5. Returning Non-Perishable Products

If a User wishes to return a non-perishable product or make a claim about the provision of a service, without prejudice to Glovo's ability as an intermediary to take over the handling thereof, the party with ultimate liability will always be the merchant at which the purchase was made. If the User obtains a refund for the purchase price, the merchant will decide how to make the refund (cash, credit card, store voucher, etc.) regardless of whether it is Glovo who pays the refund on the local merchant's behalf. Therefore, the return of a non-perishable product purchased by the Mandatary pursuant to a mandate conferred by the User shall be subject to the merchant's returns policy in any event.

As certain establishments may not have premises open to the public, Users will be unable to access them for the purpose of processing any claims or returns. In such cases, they must contact Glovo's User assistance service for the necessary help and support using the channels available on the Platform.

If a User wishes to process the return of a non-perishable product because it did not match the order made through the platform, he/she must provide a photograph of the total order together with a list of the incorrect or undelivered products, as well as other proof of the inadequacy of the product requested.

The User must check the non-perishable products delivered by the Mandatary at the delivery address before signing and, where appropriate, ratifying, the mandate. By means of the said signature, the User confirms and ratifies the mandate, the purchase in person or the service carried out on his/her behalf. In addition, the User states that a third party may ratify the mandate on his/her behalf, for example if the User is not at the final delivery address or has designated a third party for collection and signature where appropriate. The User (and/or the said third party) is thus responsible for checking that the service provided is adequate as well as, where applicable, for collecting enough evidence to prove that it was not.

In any event, the decision regarding whether a return is appropriate will lie with the merchant in each case. The User must therefore inform Glovo through the methods provided by Glovo for that purpose if a dispute arises.

## 6. Prices of the Services and Billing

Users can register for the Platform, and use it, free of charge, although this is subject to review by Glovo at any time. Users may have to pay for certain services on the Platform as provided in these General Terms and Conditions of Use.

The use of the Platform by Mandataries and merchants may have an associated cost based on the country from which they wish to use the Platform to provide services.

The User only has to pay for each service requested through the Platform for his/her use thereof to order products, and to communicate through the Platform, as well as for the courier or errand services provided by third parties.

In the event of rain or bad weather conditions, the User will have to pay an additional fee for the courier or errand service provided by third parties in such weather conditions.

In addition, for services that include the purchase of a product, the User must pay the price of such product. By registering through the Platform and providing the required bank details, Users expressly authorise Glovo to issue receipts for payment of the services requested, including the price and delivery of the products ordered.

The total price of each service may be composed of a variable percentage based on the number of kilometres travelled and the time taken by the Mandatary, as well as, where applicable in cases in which a User requests the physical purchase of a product or service, the price established by each merchant. Glovo reserves the right to change the price based on the distance travelled and/or the time slot in which the service is performed. In accordance with these terms, the User will be entitled to know the approximate fee for the service before contracting it and paying for it, unless the User has not specified the address for collection. The fee for the delivery service may vary in cases of force majeure beyond Glovo's control that entail an increase in such fee.

The fee may include tips for the Mandatary and/or the local store, whose amount shall be solely and entirely at the User's discretion.

Glovo reserves the right to change the prices on the Platform at any time. Such changes shall take effect immediately after publication. The User expressly authorises Glovo to send him/her by electronic means, to the e-mail address provided by the User during the registration process, receipts for the services contracted and/or the bills generated. If an invoice is required, the User must enter the relevant tax data on the platform before placing the order.

If a service is cancelled by the User once the preparation of the order by the local merchant has been confirmed and the User has been informed, Glovo will be entitled to charge the User the fee applicable in each case. Similarly, if the User has asked the Mandatary to purchase a product on his/her behalf and the User cancels the order after the purchase has been made, the latter shall bear the cost of the delivery services provided by the Mandatary as well as the full price of the product. All this without prejudice to the User's ability to request a new service in order to return the products purchased or to have them delivered at a different address. In the case of non-perishable products, the User may exercise his/her right of withdrawal vis-à-vis the merchant that sold him/her the products. If the User wishes to exercise this right through Glovo, he/she must request the service again.

### 6.1. Payment Platforms

Payment for products and/or services offered on the Platform, sold in person at restaurants and/or stores and delivered to Users in a deferred manner is temporarily made to Glovo, who then sends it to the restaurants and/or stores with which it has a commercial agreement in place. The associated restaurants and/or establishments authorise Glovo to accept payment on their behalf. Payment of the price of any product (such as food, drink, a gift, etc.) properly made to Glovo will therefore discharge the User's obligation to pay the said price to the associated restaurants and/or establishments.

Similarly, the User's payment releases him/her from any obligation vis-à-vis the Mandatary, as full payment from the User discharges any obligation that the User may have vis-à-vis restaurants and/or stores and/or Mandataries.

Payment by Users for products and/or services is received at Glovo's accounts through an Electronic Money Institution. Electronic Money Institutions are authorised to provide, directly or indirectly, regulated payment services in all the territories in which Glovo operates and are in compliance with the current legislation applicable to payment services for Platforms such as Glovo\*.

\*If such institutions are not authorised, Glovo will accept no liability for such lack of authorisation or licence, and sole and exclusive liability shall lie with the Electronic Money Institutions.

Using the payment provider contracted by it for this purpose and for the sole purpose of verifying the means of payment provided, Glovo reserves the right, as a fraud prevention measure, to request a payment pre-authorisation for the products ordered through the platform. Such pre-authorisation shall in no event involve payment of the full amount of the order, as this will be done solely and exclusively after the products have been made available to the User, or for the reasons set forth in these terms and conditions.

In order to provide Users with greater support, Glovo shall be their first point of contact and shall accept liability for payments made on the Platform. Such liability includes refunds, returns, cancellations and early-stage dispute resolution, and it is without prejudice to any actions that may be taken by Glovo vis-à-vis local merchants as the sole physical sellers of the products ordered by Users.

In accordance with the foregoing, in the event of a dispute, Glovo shall provide the first line of support and shall reimburse the User if this is deemed appropriate.

If a User has any issues with the progress of his/her order, he/she may contact Glovo's User assistance service through the methods made available to Users on the Platform.

### 7. Price of the Products and/or Services Appearing on the Platform

All the prices stated on the Platform are inclusive of any taxes that may be applicable based on the territory from which the User operates and shall in any event be denominated in the currency in force in the territory from which the User operates.

In accordance with Clause 6 above, the prices applicable to each service shall be as published on the Platform, subject to the specific characteristics set forth above, and applied automatically at the last stage of the contracting process.

However, the prices of the products sold in restaurants and/or stores shown on the Glovo Platform may be indicative only. In any event, they correspond to the products sold in restaurants and/or stores, and they are set solely by them. The User may contact the Mandatary to confirm the final price of the products ordered.

The User assumes that, in any case, the price of some products may change in real time based on the establishment that sells them and on the available stock. The User may contact Glovo for any information about the order placed.

In accordance with the foregoing, the User grants the Mandatary, by means of the purchase and delivery request made through the Platform, a mandate to purchase the products in person, on his/her behalf, at the price set by the merchants. The User may be in direct contact with the Mandatary while the order is being carried out.

## 8. Promotional Codes and/or Other Offers or Discounts

Glovo may unilaterally provide at any time credits for use within the Platform or free shipping to certain Users. The User acknowledges and accepts that credits and free shipping must be used within six (6) months from the date on which the credit or free shipping was made available to the User on the Platform.

Promotional codes and/or other offers or discounts offered on the Platform must be correctly entered in the application before placing the order. Otherwise, they will not take effect and the User will be unable to enjoy them.

Whenever a cancellation is requested by Glovo in accordance with Section 9 below, the User shall ensure that the promotional code and/or other offer or discount is valid for future use. When the cancellation is at the User's request, Section 9 below will apply.

Glovo reserves the right to unilaterally cancel promotional codes and/or other offers or discounts offered if it becomes aware of a fraudulent use thereof (such as, among others, a promotional code being redeemed by someone who is not its legitimate recipient, the mass communication of codes or the sale of codes or discounts), at the end of the above-mentioned period. Furthermore, it reserves the right to apply sanctions to Users for the amount for which Glovo has been defrauded as a result of such use.

Glovo will accept no liability if, due to an event of force majeure or other events beyond its control or whose need is justified, it is forced to cancel, shorten, extend or amend the conditions of promotions.

In particular, Glovo will accept no liability if the website is not available at any time during promotions or for a malfunction in the automated promotion system.

## 9. Right of Withdrawal and Cancellation of Orders

In accordance with the nature of the service offered by Glovo, the User is aware that, once a Mandatary has voluntarily accepted an order, the execution of the purchase mandate is considered to have started, and the User may therefore no longer be entitled to withdraw the service request free of charge.

Without prejudice to the foregoing, the cost of cancellation may depend on the following factors;

- If the restaurant or establishment has already accepted the order and started preparing it, the User will be charged the price of the products. The User will be informed of the restaurant's acceptance through the Platform and/or by e-mail at the e-mail address registered by the User.
- If the User cancels the order once the Mandatary has accepted it for processing, the User will be charged the cancellation fee. The User will be informed of the Mandatary's acceptance through the Platform. The User can see the cost of cancellation on the Platform. If the order is cancelled by Glovo, the agents will contact the User to inform the latter of the cost of cancellation if there is one.

If the restaurant or establishment and the Mandatary have accepted the order for processing, the User will be charged both the price of the products and the cancellation fee.

The total cost of cancellation will appear on the User's screen on pressing the "Cancel" button on the Platform. The User will be shown the charge to be applied, based on the factors described above, in advance.

In the case of certain cities, it may not be possible to view the cost of cancellation directly on the Platform. In such cases, the applicable costs of cancellation will be those set forth in Annex II hereof.

In the case of non-food or non-perishable products, if the Mandatary has already purchased the product ordered at the time of cancellation, the User may ask the Mandatary to return it. To that end, the User must pay the products' full purchase price and delivery costs, as well as the cost of the return service. If the Mandatary has

been able to return the product, its value will be refunded to the User who, as mentioned above, must pay the cost of the two collection and delivery services as well as the return service. The return shall in any event be subject to the merchant's return policies, and the User therefore states that he/she is aware that, in the case of perishable products (e.g. food), the product may not be returned and Glovo will therefore be entitled to charge him/her for both the product already purchased by the Mandatary under his/her mandate and for the cost of the delivery service incurred.

Notwithstanding the foregoing, in the specific case of orders placed on the Platform through the McDonald's product drop-down menu, the User must deal directly with Glovo.

If the User has given an incorrect delivery address for the products, he/she may enter a new address at any time provided that it is within the same city as the original order and this is a city in which Glovo provides its intermediation service. In such case, the User will be ordering a new service and agrees to be charged the appropriate amounts for the new delivery. If the address is in a different city from the one originally specified, the address may not be modified for delivery in a new city, and the order will be cancelled, with the User bearing the resulting costs as provided in this clause.

Glovo reserves the right to cancel an order without having to provide a just cause. In the event of cancellation without just cause at Glovo's instance, the User shall be entitled to a refund of the amount paid.

Glovo has official claim forms available to Users, in the official languages of the countries in which Glovo operates, in relation to the service offered by it. Users may request the above-mentioned claim forms through Glovo's User assistance service, and the option to access them will be sent automatically. The User's e-mail must specify the exact location from which the request is being made, which must be the same as the place where the service is to be carried out. In the event of doubt, the claim should be made from the latter place.

#### 10. Special Terms of the Product Purchase Service through Glovo

The User has the option of requesting through the Platform the purchase by a Mandatary, in person, of a selection of products and/or services offered by establishments with which Glovo may or may not have a commercial agreement in place. Using a drop-down menu within the Platform, the User can choose from among a number of options that may indicate the characteristics and price of the product or service as well as, sometimes, even a photograph thereof, for indicative purposes only.

If a User wants to know the composition and nutritional information of the products available on the Platform, he/she must contact each establishment directly to obtain full information about the products.

Once the User has selected one of the options, he/she can also complete the order by using the free-text space provided in order to include more detailed information or instructions for the Mandatary who is to carry it out.

By using the "Anything" Button, the User states his/her wish to order the purchase in person of certain products, and the Mandatary will be a mere agent acting on the User's behalf. The User may specify the products to be included in the order by using the free-text box to include more detailed information or instructions for the Mandatary who is to carry it out. As a result of the foregoing, the User shall be solely responsible, and it would be the User who, if the situation arose, would be liable for any incident arising from the nature of the products (such as a sanction, civil and/or criminal liability, financial liability, etc.). In relation to this, Users should be aware that Glovo actively collaborates with the authorities of each country to combat, among other crimes, fraud, drug trafficking, money laundering, terrorism and identity theft. The User is therefore aware that Glovo may disclose his/her data to public authorities on their request in order to prevent and avoid the commission of these or other criminal offences.

The User is aware, and accepts, that the descriptions and, where applicable, the prices or photographs of the products and/or services available on the Platform, are provided based on the information and documents supplied by the establishments, and that Glovo is therefore unable to provide any guarantees against any possible inaccuracies in such descriptions, prices and/or photographs.

Furthermore, the User accepts that all the products appearing on the Glovo platform are subject to availability and, in this regard, accepts the possibility that, while carrying out the order, the product and/or service may be found not to be available at the establishment. In addition, the price of the product is subject to slight variations due to modifications at the point of sale. Glovo reserves the right to proceed with the purchase in the case of price variations of up to 30%. If the variation is greater than the said 30%, the Mandatary shall contact the User to inform him/her of the situation.

Glovo reserves the right to withdraw any product from its platform, as well as to modify the contents of its information sheet at any time, without thereby incurring any liability of any kind.

## 10.1 Deliveries

Glovo provides Users with a delivery service for products purchased by a Mandatary in person in certain cities. Such an order can be carried out whenever the following conditions are met at the time of payment:

- The service must be operative during the chosen time slot.
- The goods to be delivered must be in one of the cities, and within the available area, in which Glovo operates.
- The destination must be located in the same city as the product.
- The product(s) ordered cannot exceed the following size: 40 cm x 40 cm x 30 cm\*
- The maximum weight of a single order will be approximately 9 kg\*

\*The above-mentioned size and weight will not apply in the case of vehicles capable of accommodating such volumes.

## 10.2. Price and Payment Method

The price of the product and/or service shall be as stated by the establishment on the Platform. However, the User knows that the price of some of the products may vary in real time due to stock availability at the establishments appearing on the platform, and that the User will in any event always be told the final cost before payment.

From the moment when the Mandatary is 1000 metres away from the order collection point and until its delivery, the User may contact the Mandatary who will be acting on the User's behalf in the purchase of products and services. Any change or variation shall therefore be reported by the Mandatary for the User's approval before carrying out the mandate. If the User wishes to make any comments regarding the order, he/she will always be able to directly contact the Mandatary who is carrying out the mandate.

Similarly, at the payment gateway stage, the User will be informed of the final price and approximate time of delivery in accordance with the terms of Glovo's courier service set forth above.

The User may pay for the products and/or services in cash or by credit card. The cash payment option may be unavailable in some of the countries in which Glovo operates. When making the order, the User will be informed of the various payment options available in the territory from which the service is being requested. In order to pay with a credit card, the User must provide the card details through the platform as a payment method associated with his/her account. Glovo does not store card numbers on its servers and can only view the last four digits of the card. The full information shall be stored on the servers of the payment service provider that makes the payments on Glovo's behalf. Users paying by credit card will incur no additional charges for choosing this payment method. All this in accordance with the terms of the payment platform set forth in Clause 6.1.

In the case of cash payments, the User must pay the price at the time of delivery of the product and/or on completion of the assignment at the place of delivery. The User may not refuse to pay the delivery fee and/or the price of the product ordered. The User can only refuse to pay the service fee if he/she has made a complaint and has received a response from Glovo that is favourable to the User by the time of the delivery.

If payment for the service can for any reason not be taken from the User, the User's account shall be blocked until the situation has been rectified and the debt has been settled.

## 10.3. Home Delivery of Free Samples and Other Commercial Actions

Glovo reserves the right to enter into commercial agreements with Stores, Department Stores, Entrepreneurs, Professionals (e.g. mass market food companies, laboratories, Department Stores, large and small consumer brands, etc.) to send promotional communications, including the addition of free samples to the order delivered to the User's home.

## 11. Special Terms of the "SuperGlovo" Service

Glovo makes available to Users, on the Platform, a category where they can choose from a range of products that can generally be found, among other places, in supermarkets, department stores and/or personal care establishments so that the Mandatary who agrees to carry out the order can deliver them at the address provided by the user.

After selecting their preferred products, Users may request, using the mechanisms available on the Platform, information on the products' allergens, intolerances, composition and/or nutritional information, which shall be provided through the contact chat service or the User's e-mail address registered on the Platform. Glovo may also make available to those Users who request it information links where they can find and review such information. "SuperGlovo" orders shall be governed by the provisions of Clause 10.1 above.



Unless otherwise specifically provided in this section, the General Terms of Use shall apply to the "SuperGlovo" Service.

## 12. Special Terms of the B2B Glovo Business Platform Service

GLOVO has a platform for sending and delivering products available to businesses and professionals. This section shall apply to the specifications of the services offered by GLOVO on the website <https://business.glovoapp.com/>. The General Terms of Use and Contracting shall apply to everything not covered by this section.

### 12.1. Object

The User may log into the Glovo Business Service using his/her username and password registered on the Platform for the purpose of requesting the collection and delivery of the desired products from one or more collection points and to one or more delivery points, and their transport will be carried out directly by the Mandataries.

The services requested by the User on the Glovo Business Platform will not entail the purchase of Products but merely intermediation services in the delivery of the desired products from the collection address to the delivery address.

### 12.2 Type of Service

When using the Glovo Business Platform, Users will be able to choose between the following types of service:

1. "One-way order": Products are collected from a single place and delivered to a single delivery address.
  2. "Return order": Products are collected from a single place, taken to a second address and then returned to their point of origin (the first address).
- "Multiple pick-up order": There are several collection addresses and a single delivery address.
1. "Multiple drop-off order": There is a single collection address and several delivery addresses.

Each Order may have a free-text box for each order so that Users can include any relevant comments about their Orders for clarification to the Mandatary.

Once the order has been placed, the Mandatary will go to the collection point(s) established by the User in order to collect the Order(s) together with their Confirmation on the Platform. To collect an Order, the Mandatary must present the Order Confirmation on the Platform. Finally, the Mandatary must deliver the Order to the designated delivery address(es).

Users may cancel an Order free of charge until it has been accepted by a Mandatary. However, if a User cancels an Order that has been accepted by a Mandatary, the User will have to pay 100% of the price for cancelling an order in progress.

If the Mandatary arrives at the delivery address and the intended recipient of the Order does not appear within 10 (ten) minutes of waiting and communication attempts, the Mandatary must return the Order to the initial collection address and Glovo will be entitled to charge the User for the additional expenses incurred in connection with the new service carried out.

These additional costs shall be calculated based on a variable cost that will depend on the number of kilometres travelled to the point of delivery and a fixed cost corresponding to the return of the order to the address of origin.

If a User has any problems while placing an Order, he/she must contact GLOVO's support service.

The Glovo Business Platform will be available on the days and at the times when the platform is active.

The size of packages that can be carried by Mandataries may in certain circumstances be subject to restrictions. Products must be located in the cities in which Glovo operates, and their collection and delivery points must be located in the same city and areas served by Glovo.

### 12.3. Fee for the Services

The Price of each Order will consist of a variable fee (plus any indirect taxes that may be applicable by law) based on the distance travelled (km) (hereinafter the "Fee").

GLOVO reserves the right to modify prices based on the distance involved and/or the time of day when the Order is carried out.

In accordance with these terms, Users will be entitled to know the approximate Fee that they will have to pay for their Order before they place it. The Fee may vary if there are events of force majeure beyond Glovo's control that result in an increase in the Fee payable. Glovo shall also pay the Mandatary's Fee on the User's behalf. The Fee may also be increased if a User provides subsequent information to the Mandatary, such as a change of collection and/or delivery address(es) or the addition of addresses to the initial order.

Payment for the service rendered may be made by the following methods, to be freely chosen by the User:

- Credit card: Users may pay for each Order individually using a credit card in the same manner and under the same terms as provided in the General Terms of Use and Contracting.
- Monthly payments / direct debit: GLOVO will collect the total amount incurred by the User in each calendar month by direct debit based on the information provided by the User.

If the direct debit is cancelled and the relevant payment can therefore not be taken, the amount owed by the User will be charged to his/her associated credit card her on the same day on which GLOVO is notified of the direct debit failure. In such case, the User must bear the costs arising from the direct debit failure (e.g. bank charges).

### 13. Purchases of Alcohol

Users who place an order that includes the purchase and/or delivery of alcoholic drinks through the platform must be of legal age. This means that they must be at least the age stipulated by the local legislation applicable in the territory in which the User is placing the order. When placing an order that includes alcoholic drinks, the User confirms that he/she is at least the age stipulated by the local legislation applicable in the territory in which the User is placing the order. Glovo reserves the right to refuse the order for the purchase and/or delivery of alcohol to any person who is unable to prove that they are at least the age stipulated by the local legislation applicable in the territory in which the User is placing the order.

This clause will apply in exactly the same way to any other similar product and/or service ordered by a User through the Platform that is reserved for over-18s under the current legislation.

Similarly, in those cases and cities in which the sale and/or delivery of alcoholic drinks is restricted during a particular time slot, it is the User's responsibility to place orders only during the times allowed under the applicable legislation. Glovo reserves the right to refuse the order for the purchase and/or delivery of alcohol outside the permitted times.

### 14. Products from Pharmacies

In accordance with the current legislation, Glovo does not sell or advertise medicines for human use through the Platform. Mandataries act as agents of those Users who order, through the Platform, non-prescription drugs for human use for collection.

In any event, Glovo guarantees to Users the availability of a pharmacist's advice before ordering their medication. For this purpose, Glovo has included a SPECIAL REQUEST box so that, in the event of doubt, the User can consult the pharmacist who is to dispense the product(s) through the Platform, all this in order to ensure that the Pharmacist can dispense the correct product.

In any event, Glovo will accept no responsibility for Users' use of the products ordered in the Pharmacy section or be liable for the amounts and/or condition of the products dispensed at pharmacies.

In addition, the Platform may provide the pharmacy that dispenses the medicine ordered by the User with the latter's username and phone number so that it can answer the User's questions. This disclosure of data will in any event be subject to the User's express and unambiguous authorisation in accordance with the applicable data protection legislation.

Glovo makes available to all Glovo Users on the Platform the medicines' official data sheets published by the Spanish Agency for Medicines and Medical Devices (Agencia Española de Medicamentos y Productos Sanitarios) of the Ministry of Health, Social Policy and Equality (Ministerio de Sanidad, Política Social e Igualdad).

### 15. Policy on the Delivery of Restricted Items

*Non-Exhaustive List of Examples:*

Alcohol and Tobacco Products	Deliveries of alcohol and tobacco products may be limited or restricted in certain countries and/or cities in which the Platform operates.
Animals and Regulated Species	Animal parts or fluids; banned seeds, harmful plants; regulated plants or other organisms (including their by-products) which are endangered or whose trade is regulated by law as applicable in any case.
Child pornography	Pornographic material involving children or content that may be perceived as erotic paedophilia.
Copyright on Software and Media	Unauthorised copies of books, music, films and other protected or licensed materials, including properly referenced copies; and unauthorised copies of software, video games and other protected or licensed materials, including from OEMs or other products that cause unsolicited messages to be sent.
Counterfeits and unauthorised products	Copies or imitations of designer products or other goods; items belonging to celebrities that would usually require authentication; false autographs; foreign currency; stamps; tickets; or other unauthorised goods.
Devices or tools for overcoming security measures	Modems, chips or other devices for dismantling technical protection measures as well as on digital devices, including for unlocking iPhones.
Drugs	Controlled substances, narcotics, illegal drugs and their paraphernalia, including psychoactive and vegetable drugs such as psychedelic mushrooms, as well as materials promoting their use; or legal substances such as plants and herbs presented in a form that suggests they should be ingested, inhaled, extracted or used in any other way that may result in the same use as an illegal substance, drug or component or that claims to have unproven health benefits.
Gambling and Betting	Lottery tickets, bets, online betting site memberships/registrations, and related content. Permitted promotion of physical casinos.
Products Sold in Pharmacies	Deliveries of pharmaceutical products may be limited or restricted in certain countries and/or cities in which the Platform operates. Prescription drugs may not be ordered/delivered. OTC (over-the-counter) medicines, ancillary medical devices, as well as any other products for hygiene, nutrition or similar for human use sold in pharmacies are subject to the mandate given by the User to the Mandatory and to what the pharmacist may deem appropriate.
Materials for hacking and cracking	Manuals, guides, information or equipment that infringes the law by damaging or fraudulently facilitating access to software, servers, websites or other protected property.
Human Body	Organs or other body parts; body fluids; stem cells; embryos.
Stolen or illegal goods	Materials, products or information that promotes illegal goods or facilitates illegal acts; goods not belonging to a person or which a person has no right to sell; goods produced in violation of third-

	<p>party rights; goods infringing import, export or labelling restrictions; motor vehicles that are subject to transfer restrictions. You (the Glovo User) are solely and fully responsible for checking that all items are genuine and legal.</p> <p>Devices aimed at obtaining satellite signals without payment, illegal products for modifying mobile phones and other equipment.</p> <p>Goods, literature, products or other materials that:</p> <ul style="list-style-type: none"> <li>• Are defamatory of any person or group of people based on their race, ethnic origin or country of origin, religion, gender or any other factor.</li> <li>• Are defamatory of any person or group of people who are protected from defamation by the applicable law (e.g. the royal family in some jurisdictions).</li> <li>• Praise or incite the commission of violence.</li> <li>• Promote intolerance or hatred.</li> <li>• Promote or support membership of terrorist groups or other organisations that are prohibited by law.</li> <li>• Are contrary to public morals.</li> </ul> <p>Photographs of, or objects from, a crime scene, such as personal belongings, associated with criminals or criminal acts.</p>
Illegal telecommunications equipment	
Offensive goods	
Offensive goods related to a criminal offence	
Culturally protected artefacts	<p>Materials covered by the 1970 UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property or other goods whose sale, export or transfer is restricted by law; Artefacts, cave formations (stalactites and stalagmites);</p>
Pyrotechnic devices and dangerous substances requiring special permission	Pyrotechnic items and related goods in markets in which their supply is regulated, as well as substances such as petrol or propane.
Traffic-related devices	Radars, number plate covers, illegal traffic-modification devices and related products.
Weapons	Firearms, ammunition and other items including, without limitation, firearms, knives that are either undetectable or easy to conceal, martial arts weapons, silencers, ammunition or ammunition magazines.
Money and Foreign Currency	Foreign currency or currencies insured with precious metals, as well as banknotes, coins or any other valuable securities.
Primary and Secondary Schools / Use by children	We reserve the right to refuse orders from users who are minors. In addition, we reserve the right to refuse orders at any location near a primary or secondary school, as well as to ask for sufficient proof of age.
Misuse of the platform / Abuse	We will not tolerate the use of abusive language or abusive attitudes towards our company or freelance workers.

Glovo collaborates with various institutions, corporate groups and non-governmental organisations in charitable and solidarity projects, donation campaigns and non-profit campaigns in some of the countries in which it operates (subject to applicability in each country). GLOVO acts as an intermediary in the organisation of such campaigns and projects, based solely on its good faith and its wish to contribute to social initiatives.

Glovo accepts no liability for the final use or outcome of such campaigns. Neither does it give any security or guarantee, or accept any legal liability, or have any control over, how donations are used by the above-mentioned establishments.

## 17. Geolocation

Glovo may collect, use and share exact location data, including the real-time geographic location of the User's computer or mobile device, provided that this is authorised by the User. The said location data may be collected and used by Glovo to show Users the location of the point of origin and/or destination of an assignment. In this regard, Users expressly consent to their geolocation data being shared with other Users and Suppliers in order to successfully carry out the assignment requested at any given time. Users may choose to disable Geolocation on their devices as provided in the [Data Privacy Policy](#).

The User shall be responsible for entering the correct addresses for collection and delivery. In this regard, Glovo will accept no liability for errors or omissions in the provision of such addresses by the User.

## 18. The User's Obligations

Users are fully responsible for the proper use of, and access to, their profile and other Platform contents in accordance with the current legislation, be it national or international, of the Country from which they are using the Platform, as well as with the principles of good faith, morals, generally accepted customs and public order. Specifically, they undertake to diligently comply with these General Terms of Use.

Users are responsible for correctly entering their individual usernames and passwords, which are non-transferable and must be sufficiently complex, and for not using the same username and password as on other platforms, all this in order to protect their account from fraudulent use by third parties not belonging to the Platform.

Users shall refrain from using their profile and other Platform contents for illegal purposes or with illegal results that harm third-party rights and interests or that may in any way damage, disable, affect or impair the Platform and its contents and services. In addition, they are prohibited from hindering other Users' normal use or enjoyment of the Platform.

Glovo may not be deemed to have editorial responsibility, and it expressly states that it does not identify with any opinions that may be issued by Users of the Platform, whose consequences shall be the sole responsibility of their issuers.

Any persons who breach the above obligations shall be liable for any loss or damage caused by them. Glovo will accept no liability for any consequences, loss or damage that may arise from such illegal use or access by third parties.

In general, Users undertake, by way of example without limitation:

- To refrain from altering or modifying the Platform, in full or in part, by bypassing, disabling or in any other way tampering with, its functions or services;
- To refrain from infringing industrial and intellectual property rights or the personal data protection legislation;
- To refrain from using the Platform to insult, defame, intimidate or harass other Users or attack their image;
  - To refrain from accessing other Users' e-mail accounts;
- To refrain from introducing computer viruses, corrupted files or any other software that may cause damage or alterations to Glovo's or third parties' contents or systems;
- To refrain from sending mass and/or recurring e-mails to a number of people, or from sending third parties' e-mail addresses without their consent;
- To refrain from advertising goods or services without Glovo's prior consent.

Any User may report another User if he/she believes that the latter is in breach of these General Terms of Use. Similarly, any User may inform Glovo of any abuse or infringement of these terms through the Contact Form. Glovo will check such reports as soon as possible and will take any steps that it may deem appropriate, reserving the right to remove and/or suspend any User from the Platform for breach of these General Terms of Use. Furthermore, Glovo reserves the right to remove and/or suspend any message with illegal or offensive content without the need for a prior warning or subsequent notification.

## 19. De-registration by Users

Users may de-register from the Platform using the Contact Form on the Platform.

## 20. Glovo's Responsibility

Users are responsible for having in place the necessary services and equipment to browse the Internet and access the Platform. Users can report any incidents or problems accessing the Platform to Glovo using the contact channels made available to Users, and Glovo will analyse the incident and instruct the User on how to resolve it as quickly as possible.

Glovo does not control, and is not responsible for, the contents uploaded by Users through the Platform, and Users are solely responsible for the lawfulness of such contents.

Glovo will not be liable for any service interruptions, connection errors, unavailability of, or faults in, the Internet access service, or Internet interruptions or for any other matters beyond its control.

Glovo accepts no liability for any security errors that may arise or for any damage that may be caused to the User's computer system (hardware and software), or to the files or documents stored therein, as a result of:

- The presence of a virus in the User's computer system or mobile handset used to connect to the Platform's contents and services;
- A malfunction of the browser;
- The use of outdated versions thereof.

## 21. Liability for Contents

Glovo does not control (and is under no obligation to control) how Users use the Platform. It therefore does not guarantee that Users use the Platform in accordance with these General Terms of Use or in a diligent and/or prudent manner. Glovo does not check (and is under no obligation to check) the identity of Users or the truthfulness, current validity, completeness and/or authenticity of the data supplied by them.

Glovo will not check the products sent or delivered through orders on the Platform. Both the User and the Mandatary therefore release Glovo from any liability that might arise from the availability and/or transport of products requiring specific permissions or licences, or of products forbidden by any applicable legislation, as described (by way of example without limitation) in Clause 15 above. If Glovo becomes aware that the User and/or the Mandatary is/are using the Platform to transport prohibited products, Glovo may launch an internal investigation to ascertain the facts, take any legal action that may be necessary and/or block the User or Mandatary in question until any potential investigation has been completed. The measures available to Glovo include providing the authorities with data and information on the Users and Mandataries.

Glovo rejects any liability for damages of any kind that may arise from Users' illegal use of the Platform or due to the information supplied by Users to other Users about themselves being untrue, no longer valid, incomplete and/or false and, in particular and without limitation, for any loss or damage of any kind that may arise due to a User impersonating a third party in any kind of communication made through the Platform. In particular, Glovo accepts no responsibility for the use of the Platform or for any orders that may be made by a third party from the User's account.

Notwithstanding the foregoing, Glovo reserves the right to fully or partly restrict certain Users' access to the Platform, as well as to cancel, suspend, block or remove certain types of content, by means of suitable technological tools, if it becomes aware, or there are signs, that the activity or the information stored is illegal or harmful to a third party's rights or property. In this regard, Glovo may establish any filters that may be necessary to prevent the service from being used to upload unlawful or harmful content to the Internet. By making content available through the Platform, Users assign to Glovo all exploitation rights arising from the contents thus supplied.

## 22. No Warranty in Assignments or Payments

Glovo gives no warranties regarding the authenticity, accuracy, novelty, reliability, lawfulness or non-infringement of third-party rights by Mandataries. In this regard, Users state that they understand that GLOVO is a technology platform whose main activity is intermediation; in other words, it puts Users and Mandataries in contact with each other; and that it therefore accepts no liability arising from the information provided by Mandataries or for any loss or damage that may potentially be suffered by them due to a breach of these General Terms of Use. When an order is placed on the Platform and accepted by the Mandatary, a direct relationship is established between the User and the Mandatary. Glovo is not a party to this relationship and merely provides the Platform to enable the Parties to communicate and place as many orders as may be necessary. Glovo will therefore never be liable for the availability of Mandataries or for their adequate and satisfactory performance of assignments.

Glovo makes no assertions or confirmation regarding any Mandataries or their identity or background information. Notwithstanding the foregoing, Glovo may potentially carry out additional checks and put into motion procedures designed to help check or verify the identity of Mandataries. In this regard, when a User achieves Mandatary status, this simply indicates that the said User has completed the relevant registration process and has accepted these General Terms of Use and any other specific terms that may apply to him/her. Such status implies neither certification nor endorsement by Glovo as to such User's reliability, suitability and/or safety.

Glovo therefore recommends that Users always use common sense and remain alert when delegating an assignment to a particular Mandatary.

By becoming members of the Platform, Users accept that any claims they wish to bring for legal liability arising from actions or omissions of other Users of the Platform or third parties shall be restricted to such Users or third parties, and that no actions for liability may be taken against Glovo.

## 23. Updates and Changes to the Platform

Glovo reserves the right to amend these General Terms of Use, the Privacy Policy and the Cookie Policy at any time and without prior notice. Users must carefully read these General Terms when accessing the Platform. In any event, acceptance of the General Terms is an essential step to be taken before accessing the services and contents available through the Glovo Platform.

In addition, Glovo reserves the right to update, amend or delete the information contained on its Platform, at any time and without the need for prior notice, with regard to its layout, presentation and access conditions, without thereby accepting any liability in relation thereto. Glovo does not guarantee the absence of errors or interruptions when accessing the Platform or its content, or that it will always be up to date. Notwithstanding the foregoing, Glovo shall, save in the event of circumstances making this difficult or impossible, take all steps to correct such errors, restore communication and update contents as soon as it becomes aware of the errors or disconnection or of the contents being out of date.

## 24. Intellectual Property

Glovo is the owner or licensee of all intellectual and industrial property rights included on the Platform as well as of the contents that can be accessed through it. The intellectual property rights of the Platform, as well as the text, images, graphic design, navigation structure, information and contents included therein, are the property of Glovo, who has the exclusive right to exercise the exploitation rights therein in any manner, in particular the rights of reproduction, distribution, publication and transformation, in accordance with the Spanish legislation on intellectual and industrial property rights.

In spite of the foregoing, Glovo may not be the owner or licence holder of content such as names or images, among others, of companies with which Glovo does not have a business relationship. In such cases, Glovo acquires the content from publicly available sources, and Glovo shall in no event be deemed to be related to any right belonging to Glovo.

Authorising a User to access the Platform does not imply the waiver, transfer, licensing or full or partial assignment by Glovo of any intellectual or industrial property rights. Deleting, bypassing or in any way tampering with the contents of the Glovo Platform are all prohibited. In addition, modifying, copying, reusing, exploiting, reproducing, publicising, making second or subsequent publications of, uploading files, sending by post, transmitting, using, processing or distributing in any way all or some of the contents included in the Glovo Platform for public or commercial purposes are also prohibited, save with Glovo's express written authorisation or, where applicable, that of the owner of the rights concerned.

Any User who shares any content of any kind through the Platform asserts that he/she has the necessary rights to do so, releasing Glovo from any liability regarding the content and lawfulness of the information supplied. By providing content through the Platform, Users assign to Glovo, free of charge and to the maximum extent permitted by the current legislation, the exploitation rights on the intellectual or industrial property arising from such content.

## 25. Severability

If any of the clauses of these General Terms are found to be voidable or void by operation of law, such clause(s) shall be deemed not to have been included. Such declaration of nullity will not cause the other clauses to be void, and these shall remain valid and effective between the Parties.

## 26. Applicable Law

The relationship between Glovo and the User shall be governed and construed in accordance with the General Terms, whose construction, validity and enforcement shall be governed by Spanish law; and any disputes shall

be submitted to the Courts of Barcelona unless the User requests that they be submitted to the courts applicable to his/her home address.

## 27. Alternative Dispute Resolution

Any disputes or disagreements arising outside the European Union shall be submitted to the Spanish Court of Arbitration of the Chamber of Commerce.

## Specific Terms and Conditions of "GLOVOPRIME"

These terms and conditions shall apply to those Users who request a GLOVOPRIME subscription. These Terms and Conditions do not replace the application's "General Terms of Use and Contracting"; in any event, they supplement them and may be modified and extended by Glovo at any time.

### 1. What is GLOVOPRIME?

GLOVOPRIME is a service provided by the Glovo Platform under which, in exchange for a fixed monthly fee, Users of the platform can enjoy unlimited deliveries of all those products ordered by them from delivery people, provided that the GLOVOPRIME logo expressly appears on the Platform of the store in which they are offered, at no additional cost to the above-mentioned fixed monthly fee.

GLOVOPRIME will not apply to any stores or services that do not have the GLOVOPRIME logo at the time of placing the order. The GLOVOPRIME service may be used provided that the provisions of these Terms and Conditions are complied with.

### 2. Registration Process

In order to register for the GLOVOPRIME service, you must have a current active Glovo account, be of full legal age and ask to register for GLOVOPRIME through the "My Account" section of your personal Glovo User profile.

The GLOVOPRIME service is activated through the following process:

- After accessing the sections entitled "my account" and "GLOVOPRIME", you must select the "Register and pay" section and pay the above monthly fee.
- The payment date will be the GLOVOPRIME subscription start date (hereinafter "the Activation Date"), and the subscription will be valid for a one-month period. On the Activation Date, Users who have registered for this service will receive an e-mail with confirmation of their registration at the address provided by them in their GLOVO account.
- After the Activation Date, you may use the GLOVOPRIME service for 30 calendar days, for a one-month period.
- Users will find all the information relating to their GLOVOPRIME subscription in the "My Account" section of the application. Here, they can check the remaining time of their Free Trial Period, where applicable, as well as, among other things, cancel their GLOVOPRIME subscription or update their payment method in accordance with Clause 10 hereof.

### 3. Subscription Period

3.1. The GLOVOPRIME subscription period shall have a duration of one month up to the day immediately before the equivalent date on the following month (hereinafter, the "Subscription Period"), starting on the Activation Date and renewed every month unless the User cancels the subscription. Thus, if the Activation Date is 10 October, the Subscription Period will be renewed on 10 November.

3.2. By accepting these terms and conditions, Users acknowledge that the GLOVOPRIME subscription will be RENEWED AUTOMATICALLY AND THE APPLICABLE SUBSCRIPTION FEE WILL BE AUTOMATICALLY CHARGED to the account designated by them.

3.3. If you do not want the subscription to be renewed automatically and you therefore wish to cancel the GLOVOPRIME service, you may exercise the right of withdrawal at any time, as stipulated in the following clause, provided that you inform Glovo at least two business days prior to the renewal date. If you fail to comply with this notification requirement, you will have to pay the subscription fee for the following month.



#### 4. Right of Withdrawal

- 4.1. If you wish to exercise the right of withdrawal during the GLOVOPRIME Subscription Period, you must access your account profile and select “unsubscribe”.
- 4.2. The account will be deactivated at the end of the Subscription Period. This means that you can continue to use your GLOVOPRIME account, after completing the “unsubscribe” process until the day immediately preceding the equivalent date of the Activation or Renewal Date on the following month.
- 4.3. In order to avoid being charged the fee, you must exercise the right of withdrawal at least two (2) business days before the subscription renewal date.
- 4.4. Payments are not refundable, and neither refunds nor credits will be given for unused or partly used membership periods during a one-month period. Neither will we grant refunds or credits for partial monthly subscription periods.
- 4.5. If you have unsubscribed from the service but wish to continue with it, you may re-register to renew your GLOVOPRIME subscription in accordance with these terms and conditions.

#### 5. Service Fees

- 5.1. The GLOVOPRIME fee shall be the amount set forth in the commercial offer or in the “My Account” section, unless the User has been granted a free GLOVOPRIME trial period pursuant to Section 10 “Free Trial Period” hereof.
- 5.2. The GLOVOPRIME fees stated are inclusive of any indirect taxes that may apply.
- 5.3. The fee shall be charged automatically on a monthly basis on the Activation Date, to the account designated by each User on the Activation Date, for a one-month period.
- 5.4. Users may use GLOVOPRIME even in territories in which the product/order is paid for in cash, without this affecting the service in any way.
- 5.5. Glovo reserves the right to change the fees at any time after informing its subscribers. Once such notification has been given, Glovo may charge the new rates.

#### 6. Specific Terms of the Service

The following specific terms shall apply to the GLOVOPRIME service:

- The GLOVOPRIME service shall only apply to purchases carried out in person by means of a delivery person / courier, at establishments with which Glovo has a commercial agreement, for amounts of over €10.00 for restaurant orders, or over €20.00 for supermarket orders, or their equivalents in the legal currency of the country in which the service was activated.
- GLOVOPRIME may only be activated in some of the countries in which GLOVO operates.
- The GLOVOPRIME subscription fee will only apply in the country from which the GLOVOPRIME subscription was activated. In other words, if the subscription was activated in Spain and the User is travelling in Italy, the GLOVOPRIME subscription fee will apply solely and exclusively in Spain, and not in Italy.
- It will only be available for individuals and for private, non-commercial use.
- Under no circumstances may the subscription be shared with, or assigned to, any persons other than its holder, and companies and the “B2B” service are expressly excluded from the service.

#### 7. General Terms of Service

- 7.1. The flat monthly fee covers only the price of collection and delivery, not the price of any products that may be ordered by Users.
- 7.2. Glovo may amend these terms and conditions of GLOVOPRIME unilaterally and at any time by giving prior notice to the subscribers of the GLOVOPRIME service. Such amendments shall apply to those private individuals who are active on the Platform as well as, where applicable, to first-time users thereof.
- 7.3. GLOVOPRIME subscriptions are for exclusive and non-transferable use by their duly identified Users, and their use may under no circumstances be transferred to third parties.
- 7.4. Glovo reserves the right to cancel the accounts of GLOVOPRIME subscribers, as well as to deactivate the service, after giving prior notice to its subscribers.

7.5. It is expressly stated for the record that, with the exception of the special terms and conditions set forth herein, the General Terms and Conditions of the Glovo Platform shall always apply in addition to, and in relation to any matters not modified by, these special terms and conditions.

## 8. Fraud and Freezing of Accounts

Should Glovo detect any signs of misuse or inappropriate and/or fraudulent use of the GLOVOPRIME account, it may automatically and without prior notice deactivate the subscription, as well as, in addition and at any time, the User's account, reserving the right to take any legal action based on the seriousness of the circumstances under consideration. In addition, GLOVO reserves the right to cancel the service and subscriptions at its sole discretion by giving prior notice to Users.

## 9. User Assistance Service

Glovo will make available to all Users an appropriate Contact Form for any incidents relating to the GLOVOPRIME service.

## 10. Free Trial Period

10.1. Glovo may at its discretion provide the GLOVOPRIME service free of charge for as long as it deems necessary.

10.2. At the end of the Free Trial Period, Users will in any case be automatically required to pay the fee and to comply with the same terms and conditions as those applicable to all other GLOVOPRIME Users.

10.3. If the GLOVOPRIME subscription is cancelled, either by accident or for any other reason, before the end of the relevant Free Trial Period, the free trial offer shall be deemed to have been completed and a new free trial period will not be offered in any event.

10.4. Glovo reserves the right to randomly choose the Users to whom it offers the Free Trial Period or, where applicable, other promotions related to the service.

## 11. Applicable Law

The relationship between Glovo and each GLOVOPRIME subscriber shall be governed by, and construed in accordance with, these Terms and Conditions, whose construction, validity and enforcement shall be governed by Spanish law; and any disputes shall be submitted to the Courts of Barcelona unless the User requests the involvement of the courts applicable to his/her home address.

### Specific Terms and Conditions of "PICK-UP" and "IN-STORE" ORDERS

Users have the option of ordering, through the PICK-UP and/or IN-STORE option(s), a selection of products and/or services offered by certain establishments with which Glovo has a commercial agreement in place.

The PICK-UP and IN-STORE services enable Users to physically collect orders from food establishments themselves.

These services will only be available through those establishments for which this option has been enabled and in the countries selected by Glovo. Furthermore, such services will only be available to private individuals, and only for their own private use. They may in no event be offered for commercial use.

Without prejudice to the additional application of the General Terms and Conditions of the Glovo Platform to all matters not expressly envisaged in this section, the PICK-UP and IN-STORE services may only be used if the specific provisions set forth in this section are fulfilled.

Glovo shall make the Contact Form that can be found on the Platform available to all Users for any incidents relating to the PICK-UP and/or IN-STORE service.

Glovo may amend these Terms and Conditions for PICK-UP and IN-STORE orders unilaterally at any time by giving prior notice to Users of the Glovo Platform. Furthermore, GLOVO may enable further features relating to the PICK-UP and/or IN-STORE service, in which case it will inform Users and add the new features to these terms and conditions.

Once the changes have been published, they will apply to all those Users who use the Platform.

- IN-STORE Orders

Where so enabled for IN-STORE orders in the application, Users may place orders directly from those restaurants that have chosen to include this option and pick them up in-store at that moment.

How does the IN-STORE service work?

1. To use the IN-STORE service, Users must scan the QR code that will be displayed in a publicly visible area of each establishment's premises.
2. Once the QR code has been scanned, it will link to the menu of the restaurant where the User is located, so that he or she can place the order. The User will be able to select the items from the desired restaurant or store and confirm the purchase through the IN-STORE option.
3. If the QR code cannot be scanned due to any kind of error or defect, the User can check whether the order can be placed by searching for the restaurant on their device directly from the Glovo Platform.
4. Once the order has been confirmed in accordance with the payment method enabled for this purpose, it may only be cancelled through the Platform before the restaurant or establishment has agreed to prepare it. If a User later wishes to change an order or the restaurant delays in its preparation, he/she must contact the managers of the restaurant in question directly.
5. Once the order has been confirmed, the order number will appear on the screen of the User's device, and this must be shown to the staff of the establishment when collecting it.
6. The price of orders placed through the IN-STORE option will not include the additional delivery cost.
7. Promotional codes may not be used for orders placed using the IN-STORE service.

- PICK-UP Orders

Where so enabled for PICK-UP orders in the application, Users may place orders directly from the Platform at those establishments that have chosen to include this option and pick them up in-store within the times stated.

1. In order to be able to use the PICK-UP service, Users must select this option on the Platform for the establishments for which it is available, together with the products that they wish to buy at those establishments, and confirm the order on the Platform itself.
2. Once the order has been confirmed in accordance with the payment method enabled for this purpose, it may only be cancelled through the Platform before the restaurant or establishment has accepted and started to prepare it. If a User later wishes to change an order or the restaurant delays in its preparation, he/she must contact the managers of the restaurant in question directly.
3. Once the order has been confirmed, the order number will appear on the screen of the User's device, and this must be shown to the staff of the establishment when collecting it.
4. The price of orders placed through the PICK-UP option will not include the additional delivery cost.

## TERMS AND CONDITIONS OF THE FOOD RESCUE SERVICE

These terms and conditions shall apply to those Users who place a FOOD RESCUE order using the Glovo application. These Terms and Conditions do not replace the application's "General Terms of Use and Contracting"; in any event, they supplement them and may be modified and extended by Glovo at any time. The General Terms and Conditions of Use and Contracting shall apply to everything not expressly provided for in these specific Terms and Conditions of the FOOD RESCUE service.

- What is FOOD RESCUE?

FOOD RESCUE is a service provided on the Glovo Platform under which Users can place orders on the excess food and other products of the food establishments appearing on the Glovo Platform.

Users acknowledge that Glovo has launched this project with the name "FOOD RESCUE" with the main aim of reducing food waste. Specifically, the project involves making an option available to Users on the Glovo Platform under which they may order from the establishments indicated on the Platform, at reduced prices, food pack(s) that could not be sold during the day and whose exact content will not be disclosed to Users at the time of ordering (hereinafter, "food pack(s)", "Products" or "Mystery Box").

By placing a FOOD RESCUE order, Users accept these Terms and Conditions.

- Service

Glovo will merely facilitate the conclusion of a contract between the User and the Establishment. It has no responsibility whatsoever for the content of the food pack or for the fulfilment of the contract between the Establishment and the User.

The User may order the products of the establishments appearing on the Glovo Platform through the said Platform.

Glovo is not responsible for the fulfilment of the contractual obligations to the User with regard to the Products, including the manufacture, sale, purchase, storage, preparation, production, processing, labelling, quality, ingredients, allergens or treatment of the Products, or for compliance with the applicable law, unless Glovo is expressly mentioned as the manufacturer or seller of the Product on the Platform.

Users will be able to find on the Platform, at reduced prices, food pack(s) that could not be sold during the day and whose exact content will not be disclosed to Users at the time of ordering. Responsibility for providing information on the Products and ensuring that such information is objectively accurate and up to date shall lie with the Establishments. Glovo accepts no liability for the information provided by the Establishments or, therefore, for the content of the Products or the availability of the information relating thereto.

Glovo accepts no liability for any adverse reactions that may be suffered by Users as a result of the Products for any reason whatsoever, including their consumption against the indications on the label or the information provided directly by the Establishment. The Establishment is the party that manufactures, sells, stores, prepares, produces, processes, labels, packages and treats the Products, and Glovo therefore accepts no liability for any damage or adverse reaction that may be caused by such products.

- Order Collection

Users may choose between two options when making a FOOD RESCUE order:

Collection from the establishment. In such cases, Users must physically collect their FOOD RESCUE order from the Establishment indicated on the Glovo Platform. This enables Users to physically collect orders from food establishments themselves.

Home delivery. In such cases, Users will receive their order, which will be collected by a Mandatary from the specified Establishment, at the delivery address provided by the Users on the Glovo Platform.

## ANNEX I - DETAILS OF GLOVO'S AFFILIATED COMPANIES

### ITALY

Company name	Foodinho, S.R.L.
Tax Identification Number (NIF) or other tax number	09080990964
Registered address	Piazza Città di Lombardia n. 1, 20124, Milano, Italy

### PORTUGAL

Company name	Glovo Portugal Unipessoal LDA
Tax Identification Number (NIF) or other tax number	61010-R3
Registered address	Rua Sousa Martins, nº 15, 5º andar, 1050-217, freguesia de Arroios, Lisboa / Portugal *Se o Utilizador quiser efectuar uma reclamação online poderá acessar o link ( <a href="https://www.livroreclamacoes.pt/inicio">https://www.livroreclamacoes.pt/inicio</a> ) ou entrar em contacto directamente no Chat do App

### ROMANIA

Company name	GlovoappRo, S.R.L.
Tax Identification Number (NIF) or other tax number	39053728
Registered address	41C Drum intre Tarlale street, 2nd floor, room 64, district 3, Bucharest

#### MOROCCO

Company name	Glovoapp Morocco sarl
Tax Identification Number (NIF) or other tax number	26046117
Registered address	Rue Soumaya Résidence Shehrazade 3, 5ème étage, n° 22 Palmiers 20340 - Casablanca.

#### GEORGIA

Company name	Glovoapp Georgia Llc
Tax Identification Number (NIF) or other tax number	402099475
Registered address	129a Aghmashenebeli Ave, Tbilisi 0102, Georgia

#### UKRAINE

Company name	Glovoapp Ukraine LLC
Tax Identification Number (NIF) or other tax number	42555522
Registered address	44 street Bogdan Khmelnitskyi, Shevchenkivskyi district, Kyiv, 01030

#### CROATIA

Company name	GlovoApp Technology d.o.o.
Tax Identification Number	48879371584
Registered address	Ulica Baruna Trenka, 10 000, Zagreb, Croatia

#### KAZAKHSTAN

Company name	Glovoapp Kazhastan LLP
Tax Identification Number (NIF) or other tax number	1-90640018883
Registered address	139 Luganskogo street, room 303 050051/A05B8C7, Almaty, Medeu District.

Contact [liveops.comms@glovoapp.com](mailto:liveops.comms@glovoapp.com)

Contact 87272643068

## SERBIA

Company name	GlovoApp Technology d.o.o. Beograd
Tax Identification Number (NIF) or other tax number	111507569
Registered address	Ruzveltova 48, 11000 Beograd, Srbija, ulaz iz Stjepana Ljubiše

## KYRGYZSTAN

Company name	"GLOVO KG" LLC
Tax Identification Number (NIF) or other tax number	02109202010145
Registered address	Erkindik 64B, office 18, Bishkek, Kyrgyzstan

## UGANDA

Company name	Glovo Uganda Limited
Tax Identification Number (NIF) or other tax number	1017265563
Registered address	26 Kyadondo Road, Nakasero, Kampala P O Box 1520

## MOLDOVA

Company name	GlovoAppMOL SRL
Tax Identification Number (NIF) or other tax number	1020600034411
Registered address	Vlaicu Pircalab St 77- Chişinău 2012, Moldova

## COTE D'IVOIRE

Company name	Glovoapp Cote D'ivoire sarl
Tax Identification Number (NIF) or other tax number	53703324719
Registered address	Cocody Ambassades - Rue Viviane, 08 BP 2815 Abidjan 08, Côte d'Ivoire

## KENYA

Company name	Glovapp Kenya, Llc
Tax Identification Number (NIF) or other tax number	P051739866F
Registered address	The Mirage, Tower 3, 1st Floor, Suite 1, Nairobi

## POLAND

Company name	Partner Polska Sp. z o.o. spółka z ograniczoną odpowiedzialnością
Tax Identification Number (NIF) or other tax number	7252012779
Registered address	Piotrkowska 276, 90-361 Łódź, Poland

ANNEX II - AVERAGE COST OF CANCELLATION BY COUNTRY (IN LOCAL CURRENCY)

Ivory Coast	1000
Spain	3.59
Georgia	30
Croatia	8.90
Italy	3.56
Kenya	1.5
Kyrgyzstan	90
Kazakhstan	2087.83
Morocco	51.53
Moldova	15
Poland	504.68
Portugal	3.60

Romania	5
Serbia	150
Ukraine	300
Uganda	10,000