#### **About PIKI**

Piki is the most convenient online ordering site in Tanzania, connecting people with the best goods, services and restaurants around them.

We believe ordering goods, services or food should be a pleasure and should be a quick, painless, and even fun experience. Ordering with Piki is done in a few easy steps:

- 1- Create an account using your email and phone number and add your delivery location so that we can link you to the services available in your area
- 2 Select the service type that you require, be it food, groceries, drinks, general shopping or another service.
- 3 Browse or search for the product or services that you need, and add the orders to your cart
- 4 Place the order, being careful to select the right payment type and delivery location
- 5 Receive your good or service at your doorstep! Your order will be delivered to you in no time
- 6 Enjoy your order, and if you have any queries or feedback (Good or Bad!) please feel free to contact us at service@piki.co.tz or call 0659 077 007

On your mobile, tablet, desktop or via our app, Piki is a delicious experience!

#### How do I place an order?

Once you have the Piki application from Google Playstore or Apple Appstore, or are on the Piki website, please follow the following steps:

- 1. Choose your location (more details below)
- 2. Select the category of order you would like to make (Food, Drinks, Groceries, Other)
- 3. Select the vendor that you wish to order from (either scroll down or search by vendor name)
- 4. Select the item/s you wish to order from that vendor, including any required add-ons
- 5. Checkout, and wait for your order to arrive
- 6. Pay on delivery and enjoy your orders!

#### How do I know if my order is being processed?

Once your order is placed, you will receive a confirmation email. If you registered an account with Piki, you can also check the status of your order in the Piki application but clicking the menu button in the top left, and selecting 'My Orders'

#### Why did I not receive a call to confirm my order?

New customers will normally receive a call to confirm the order and to confirm the delivery location. However, once the Piki team has delivered to your location successfully, in general orders can be processed without the need to call to confirm. If you need to discuss anything about your orders, please contact our customer service team.

#### Can I cancel or change my order?

If you wish to cancel your order, you must try to contact Piki as soon after you place the order as possible, as once the restaurant has accepted and started to prepare the order, it will not be able to be cancelled. Please reply to your confirmation email at <a href="mailto:service@piki.co.tz">service@piki.co.tz</a>, or call the customer service line on 0659077007.

#### How can I make payment?

Currently, you can pay the delivery driver either by mobile money or with cash. Online card and mobile payment options will be available soon.

#### What do I do if there is a problem with my order?

At Piki, we strive to deliver the best possible eat-out experience to all of our customers. If you have any issues with the order, whether with the food quality, the packaging, the delivery service provider, or anything else, please do not hesitate to contact our customer service team at service@piki.co.tz or 0659077007 and we will do everything we can to resolve your issue.

#### I'm having problems setting my delivery address

Unfortunately, Google Maps does not recognize all Tanzanian addresses, so it sometimes does not allow your street name or the number of your house in the address field. If the address that shows when you click the pin locate button, is not correct, or an address does not show, please type in a nearby area, for example, 'Masaki, Dar es Salaam', or a nearby street. Google Maps should recognize this area, but will most likely move the pin away from where you are exactly located. Please manually scroll the map so that the pin is in your exact location, and then fill out the 'Delivery Instructions' field, with precise instructions to assist the driver to find your location, including the property number, and physical description and nearby landmarks. For example,

"House number 17, which 3 houses past the Church if you are coming from the main road, on your right, with a red gate. Please speak to the askari who will tell you where to deliver." What is important for Piki, is that the Pin that you mark on the map is the correct location, and that the delivery instructions field is filled out with enough details to assist the driver to locate you, and what he should do when he arrives.

#### Why is the app not allowing me to check-out?

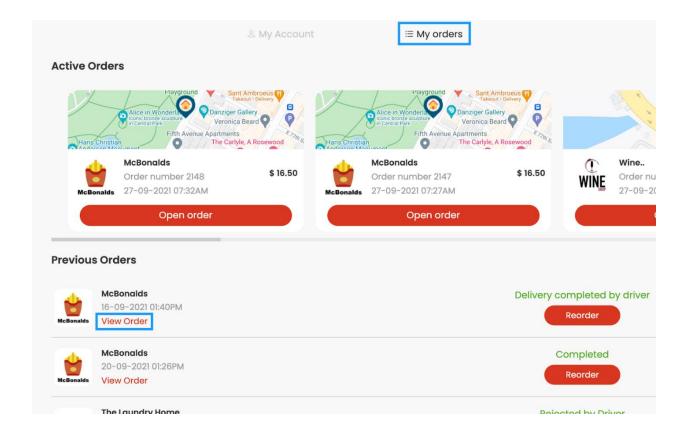
In most cases, this will be relating to the delivery address - if the address does not have delivery instructions or another field is not filled correctly, you will not be able to check out. If everything is filled correctly, and it still does not work, please close the application completely, open it again and try again. If this still does not work, please call our customer service team for assistance on 0659077007.

#### How do I give feedback?

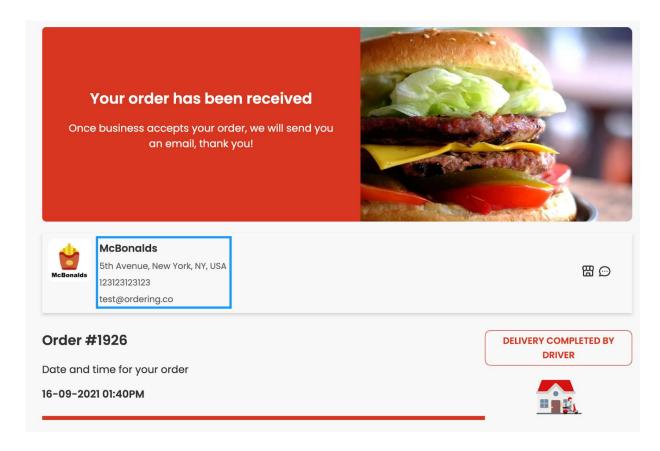
At Piki, we LOVE to receive feedback from our customers (good or bad!), as it encourages us when we have got it right and helps us to learn if there is anything we could have done better. As the entirety of the service happens out of sight of the management team, our customers' feedback is the only way we can know if our team are doing a great job or not.

In the menu button on the app, please click 'My Orders' and on each order, you can leave feedback on the service. If you would like to give more feedback or engage with our team, please email <a href="mailto:service@piki.co.tz">service@piki.co.tz</a>.

1.- In the **Profile section** you can review the restaurant's contact information



2.- Select **View Order**, and you will see the restaurant's address, phone number and email.



With this information, you can contact the store in case of doubts or issues with an order

And that's all. Bon appetit and as always, Happy Ordering

#### **Terms and Conditions**

Please carefully read the terms and conditions ("Terms and Conditions") below before placing any order for any of the Goods or Services from http://piki.co.tz. By placing an order for any of the Goods or Services from this Website, whether it is by phone, through our mobile applications or by any other available channel, you agree to be bound by these Terms and Conditions.

#### **Section 1: Piki Introduction**

We are "Piki", the trading name of POD SERVICES TANZANIA LIMITED, trading online at <a href="http://piki.co.tz">http://piki.co.tz</a>, or via the mobile application called Piki.

#### **Section 2: Definitions**

2.1. "Agreement" references these Terms and Conditions (T&Cs), the Privacy Policy, any payment instructions provided to you and any other form we might provide to you; 2.2. By "Privacy Policy" we mean the policy accessible on our Website which details how we collect and store your personal data;

- 2.3. "you", "your" and "yours" are references to you, the person accessing this Website, and placing the orders for the Goods or Services we display on it. Access through any other channel provided by Piki will also bound you to these Terms and Conditions;
- 2.4. "we", "us", "our", and "Piki" are references to the Company;
- 2.5. "Goods" is a reference to any goods which we may offer for sale from our Website from at a given time;
- 2.6. "Service" or "Services" is a reference to any service which we may supply and which you may request via our Website;
- 2.7. "Partner" is a third party, which has agreed to co-operate with the Company to prepare and/or deliver the Goods or Services.
- 2.8. "Food Delivery" references perishable goods and any form of delivery service, both provided by our Partners and for both of which our Partners take full responsibility;
- 2.9. "Website" is a reference to our Website http://piki.co.tz, our mobile applications or any other platform we will choose to offer our Goods or services.
- 2.10 "Delivery Partner" is a third party, delivery agent or delivery company, not related to Piki

#### **Section 3: Ordering**

- 3.1. By placing an order through our Website, Piki acts as a marketplace with respect to the processing of that order and will forward it to the relevant Provider and / or Delivery Provider. By placing an order through the Piki platform, you enter into an agreement with the Partner and the Delivery Partner for the purchase of Goods, Services and Delivery services. Both the transaction for Goods or Services via the Piki website and any related delivery charge, are transactions with the Partner or seller of the Goods and Services, the third Party Delivery Partner, and You.
- 3.2 Piki's role is to act as an agent for both the seller of the Goods and Services and the Delivery Partners. We commit to using the Piki platform to try to make ordering and delivering Goods and Services more efficient, transparent and fair for both buyers and sellers.
- 3.3. Piki also takes responsibilty to handle payments on behalf of you, and the Partner and Delivery Partner, to ensure that Partners and Delivery Partners are only paid once the customer (you) receive the goods or services ordered. If you are paying online, Piki is also responsible for any returns or refunds. However, the Partner remains responsible for the preparation, quality and delivery 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 for your own credit or debit card and that you have sufficient funds to make the payment.
- 3.4. In case you chose to pay with a debit or credit card you warrant that you are the legal holder of the card and the funds backing it. You should also warrant that you have sufficient funds to make the payment.
- 3.5. Any Goods and Services or Food Delivery which you might buy from this Website are intended for your use only. Resale of any of such Goods and Services or Food Delivery or acting as an agent for a third party is forbidden under this agreement. Only when acting as a principal you should contract the Services.
- 3.6. Please note that some of our Goods may not be suitable for certain age ranges. Please make it sure, by carefully reading product descriptions, that the product or products you order suits the recipient's age.
- 3.7. When ordering from this Website you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- 3.8. Any order that you place in our website or related platforms is subject to availability, delivery capacity and acceptance both by us and the Partner. Once you place an order online, we will send you an email to confirm that we have received it. This email confirmation will be

produced automatically and will just give you confirmation of your order details so that you can check that all details are correct. The fact that you receive an automatic confirmation does not necessarily mean that either we or the Partner will be able to fill your order. Once we have sent the confirmation email we will check availability and delivery capacity.

- 3.9. If the Partner you chose to order Delivery from accepts the contract it will confirm it to Piki. If the details of the order are correct, the contract will be confirmed.
- 3.10. In the case that Goods offered by Piki were ordered, Piki will confirm availability together with or separately from the Partner.
- 3.11. The confirmation message will specify delivery details including the approximate delivery time specified by the Partner and confirm the price of the Food Delivery, Goods and Services ordered.
- 3.12. If the Food Delivery and/or Goods are not available or if there is no delivery capacity, we will also let you know by message or phone call.

#### **Section 4: Prices and Payment**

- 4.1. Any contract for the supply of Goods, Services or Food Delivery from this Website is between you and the Partner. The Partner is responsible to pay and provide fiscal receipts to you for all Sales taxes, VAT and any other taxes that are applicable to their sales of Goods or Services. 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.
- 4.2. All prices listed on the Website are correct at the time of publication; however, we reserve the right to alter these in the future. Prices are inclusive of the relevant sales tax and delivery charges. We also reserve the right to alter the Goods or Services available for sale on the Website and to stop listing restaurants, goods or services at any time.
- 4.3. All prices listed on the Website for Food Delivery by the Partner or a delivery partner listed on the Website reflect the price the Partner or the third party provider charges at the time of listing. We give great care to keep them up to date. In case the price listed is not current and the Partner informs us immediately after placing the order, we will contact you to inform you about the price difference and you can choose to opt-out of the order.
- 4.4. All prices listed on the Website for Goods and Services by Piki reflect the price at the time of listing. We give great care to keep them up to date. In the case the price listed is not current, we will contact you to inform you about the price difference and you can choose to opt-out of the order.
- 4.5. All prices for delivery by Delivery Partners assigned by Piki listed on the Website are correct at the time of publication, however, we reserve the right to alter these in the future.
- 4.6. The total price for Food Delivery, Goods or Services ordered, including delivery charges and other charges, will be displayed on the Website when you place your order. Full payment must be made for all Goods dispatched and Services provided. Payment has to be made in cash or, if available on the website, by online payment, e.g. credit or debit card or mobile money.
- 4.7. If you choose online payment, you must pay for your order before it is delivered. 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.

#### **Section 5: Delivery**

5.1. All delivery for orders made on the Piki platform are contracts between you and the Delivery Partner. The Delivery Partner is responsible to provide pay sales taxes related to the delivery charge if any are applicable. Piki will inform you of the name of the delivery partners, and give

the contact phone number of the partner through the Piki application, and order messaging function.

- 5.2. Delivery periods at the time of ordering should be taken into account as approximate only and thus they might vary. Goods will be sent to the delivery address you stated when placing the order.
- 5.3. If delivery is done by the Partner, Piki cannot be held responsible for any untimely delivery. This will be the Partner's sole responsibility. In the case delivery is done by Pikia Delivery Partner assigned by Piki, we will make our best effort to ensure that Delivery Partner deliver in a timely manner. Still, we take no responsibility for late delivery.
- 5.4. If the Goods are not delivered within the estimated delivery time quoted by us, please contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
- 5.5. In case of a late delivery, the delivery charge will neither be voided nor refunded by Piki, unless determined to do so by Piki.
- 5.6. All risk in the Goods and the Food Delivery shall pass to you upon delivery.
- 5.7. If you fail to accept delivery of Food Delivery and/or Goods 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 goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods 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.
- 5.8. You must ensure that at the time of delivery of Food Delivery and/or Goods adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. We cannot be held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- 5.9. Participating restaurants, who will prepare your order, aim
- 5.9.1. to deliver the product to you at the place of delivery requested by you in your order;
- 5.9.2. to deliver within the time confirmed by the restaurant;
- 5.9.3. to inform you if they expect that they are unable to meet the estimated delivery time.
- 5.10. Partners and we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery;
- 5.11. Please note that it might not be possible for Partners to deliver to some locations. If this is the case, our Partners or we will inform you using the contact details that you provide to us when you make your order and arrange for cancellation of the order or delivery to an alternative delivery address;

#### **Section 6: Cancellation**

- 6.1. You must notify Piki immediately if you decide to cancel your order, preferably by phone, and quote your order number. If the Partner accepts your cancellation, no cancellation fee applies. If the Partner refuses cancellation, e.g. because preparation of Food Delivery has been completed and/or delivery personnel has already been dispatched, it may not be cancelled. Notwithstanding the foregoing, in case you paid for your order online, you should only contact Piki with respect to a refund of your payment. You can always contact Piki with any complaint or concern you may have with respect to an order for which you paid online.
- 6.2. We may cancel a contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made, and try to assist you to find a suitable replacement order;
- 6.3. If the cancellation was made in time and once the restaurant has accepted your cancellation, we will refund or re-credit your debit or credit card with the full amount within 14

days, which includes the initial delivery charge (where applicable) which you paid for the delivery of the Goods or the Services, as applicable.

6.4. In the unlikely event that the Partner delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded for the missing item. If the Partner can only do a partial delivery (a few items might be not available), Piki staff should inform you or propose a replacement for missing items. You have the right to refuse a partial order before delivery and get a refund. We are not responsible for wrong or partial delivery by the Partner, but we will ensure that the Partner is only paid for Goods delivered and any undelivered items that were pre-paid, will be refunded.

#### **Section 7: Information**

- 7.1. Where we have requested information from you to provide Food Delivery, Goods or Services you agree to provide us with accurate and complete information.
- 7.2. You authorize us to use, store or otherwise process your personal information in order to provide the Food Delivery, Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Food Delivery, Goods or Service to you. More information can be found in our Privacy Policy. 7.3. You are entitled to request a copy of the personal information we hold on you. Please contact us if you wish to request this information.

#### Section 8: Linked Sites

There may be a number of links on our Website to third party Websites which we believe may be of interest to you.

We do not represent the quality of the Goods or Services provided by such third parties nor do we have any control over the content or availability of such sites. We cannot accept any responsibility for the content of third party Websites or the Services or Goods that they may provide to you.

## Section 9: Complaints We take complaints very seriously and place customers at the core of our processes.

We aim to respond to your complaints within 5 business days. Please submit any complaints to the following email address: <a href="mailto:service@piki.co.tz">service@piki.co.tz</a>

#### **Section 10: Limitation of Liability**

- 10.1. Great care has been taken to ensure that the information available on this website is correct and error free. If it came to occur, we apologize for any errors or omissions that we might publish in our website. We cannot warrant that use of the Website will be error free or fit for purpose. We will make our best to correct such errors in a timely and effective manner. Also, neither can we warrant 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 Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
- 10.2. 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 a Partner.
- 10.3. We disclaim any and all liability to you for the supply of the Food Delivery, Goods and Services 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 Goods or Services. 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.

- 10.4. 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 Website.
- 10.5. We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.
- 10.6. If we have contracted to provide identical or similar order to more than one customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which orders we will fill and to what extent.
- 10.7. The products sold 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.
- 10.8. We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- 10.9. In the event Piki has a reasonable belief that there exists an abuse of vouchers and/or discount codes or in suspected instances of fraud, Piki 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, Piki reserves the right to seek compensation from any and all violators
- 10.10. Offers are subject to Piki's discretion and may be withdrawn at any time and without notice.

#### **Section 11: General**

- 11.1. All prices are in Tanzanian Shillings.
- 11.2. We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign part or parts of our rights under these T&Cs without your consent or any requirement to notify you.
- 11.3. We may alter or vary the Terms and Conditions at any time without notice to you.
- 11.4. Payment must be made either at the time of ordering the Food Delivery, Goods or Services from us by credit card or at the time of delivery by cash. Failure to pay on time will result in the cancellation of your order.
- 11.5. Do not use or launch any automated system or program in connection with our website or its online ordering functionality;
- 11.6. Do not 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 website with respect to their submissions to the website, or publish or distribute any vouchers or codes in connection with the website, or scrape or hack the website.
- 11.7. 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 Website, these T&Cs shall prevail.

- 11.8. 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.
- 11.9. These Terms and Conditions and our Agreement shall be governed by and construed in accordance with the laws of Tanzania. The parties hereto submit to the exclusive jurisdiction of the courts of Tanzania.
- 11.10. No delay or failure on our part to enforce our rights or remedies under the Agreement shall constitute a waiver on our part of such rights or remedies unless such waiver is confirmed in writing.
- 11.11. These Terms and Conditions and a contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Tanzanian Laws. Both we and you hereby submit to the non-exclusive jurisdiction of the Tanzanian Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

<u>www.piki.co.tz</u> is owned by POD SERVICES TANZANIA LIMITED. In case of problems or questions with online payments please call 0659 077 007.

### We deliver more than dinner.

With the largest on-demand network in the industry, You can explore your city, find its hidden hotspots, and wait as we bring your order right to your door. Download the **Piki** app for iOS or Android for free.

## margin

## margin

## Download our apps.

The best ordering experience on your smartphone.

For speedy ordering and delivery updates, get the Piki app now!

Your personal delivery service, all year round.

With the largest on-demand network in the industry, You can explore your city.

# Get **Piki** App

Piki is on iOS, Android, and the Web. Download on the stores



