

# LEGAL TERMS

## 1. PRIVACY POLICY

Mooveet Tec Limited (referred to as “**Mooveet**”, “**Picado**”, “**we**”, “**us**” or “**our**” in this policy) is committed to protecting your personal data and respecting your privacy.

### INTRODUCTION

This policy (together with our end-user license agreement as set out at [\[LINK TO LEGAL\]](#) (the “**EULA**”) and any additional terms of use incorporated by reference into the EULA, together our “**Terms of Use**”) applies to your use of:

- Picado, [latest release date TBC], mobile application software (the “**App**”) [available on our site] (the “**App Site**”), once you have downloaded or streamed a copy of the App onto your mobile telephone or handheld device (the “**Device**”).
- Any of the services accessible through the App (the “**Services**”) that are available on the App Site or other sites of ours (the “**Services Sites**”). This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This App is not intended for children and we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

This table of contents of this policy is provided in the below order:

*[IMPORTANT INFORMATION AND WHO WE ARE]*

*[THE DATA WE COLLECT ABOUT YOU]*

*[HOW IS YOUR PERSONAL DATA COLLECTED?]*

*[HOW WE USE YOUR PERSONAL DATA]*

*[HOW WE SHARE YOUR INFORMATION]*

*[INTERNATIONAL TRANSFERS]*

*[DATA SECURITY]*

*[DATA RETENTION]*

*[YOUR LEGAL RIGHTS]*

*[GLOSSARY]*

*[DESCRIPTION OF CATEGORIES OF PERSONAL DATA]*

### IMPORTANT INFORMATION AND WHO WE ARE

Mooveet is the controller and is responsible for your personal data.

If you have any questions about this privacy policy, please contact them using the details set out below.

## Contact details

Our full details are:

- Name and form of legal entity: Mooveet Tec Limited, a private company limited by shares.
- Email address: [mooveetec@gmail.com](mailto:mooveetec@gmail.com)
- Postal address: Athalassas, 143, Flat/Office101, Strovolos 2015, Nicosia, Cyprus
- [Telephone number: [+35799924269]

You have the right to make a complaint at any time to the Office of the Commissioner for the Protection of Personal Data (the “**Commissioner**”), the Cypriot supervisory authority for data protection issues.

## Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

This version was last updated on [25/05/2020]. It may change and if it does, these changes will be posted on this page and, where appropriate, notified to you [by SMS and/or by email and/or when you next start the App or log onto one of the Services Sites]. The new policy may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App or the Services.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

## Third party links

Our Sites (as this term is defined below) may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as Contact and Location Data. Please check these policies before you submit any personal data to these websites or use these services.

## THE DATA WE COLLECT ABOUT YOU

We may collect, use, store and transfer different kinds of personal data about you as follows:

- Identity Data.
- Contact Data.
- Financial Data.
- Transaction Data.
- Device Data.
- Content Data.
- Profile Data.
- Usage Data.
- Marketing and Communications Data.
- Location Data.

We explain these categories of data below in the heading 'DESCRIPTION OF CATEGORIES OF PERSONAL DATA'.

[We also collect, use and share aggregated data such as statistical or demographic data ("**Aggregated Data**") for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific App feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.]

We do not collect any information about criminal convictions and offences.

We do not proactively collect special category personal data, such as data related to your health. However, our Services include text and/or comment boxes that are designed for you to describe details about your dietary requirements and/or preferences. Please be aware that information that you freely submit in these text and/or comment boxes may reveal to us or to the Venue Providers and their affiliates certain information that may be considered as special category personal data, e.g. information about allergies or dietary restrictions. We do not use this information for the purpose of marketing or advertising products to you. Any special category personal data that you may voluntarily submit is processed on the basis of your consent, which you may revoke at any time by contacting us at the details set out above [please see the 'Contact Details' under the heading 'IMPORTANT INFORMATION AND WHO WE ARE'].

## HOW IS YOUR PERSONAL DATA COLLECTED?

We will collect and process the following data about you:

- **Information you give us.** This is information (including Identity, Contact, Financial, and Marketing and Communications Data) you consent to giving us about you by filling in forms on the App Site and the Services Sites (together "**Our Sites**"), or by corresponding with us (for example, by email or chat). It includes information you provide when you register to use the App Site, download or register an App, subscribe to any of our Services, search for an App or Service, make orders, share data via an App's social media functions, enter a competition, prize draw, promotion or survey, and when you report a problem with an App, our Services, or any of Our Sites. If you contact us, we will keep a record of that correspondence for a time period of three (3) years.
- **Information we collect about you and your device.** Each time you visit one of Our Sites or use one of our Apps we will automatically collect personal data including your IP, Content and Usage Data. We collect this data using cookies and other similar technologies. Please see our cookie policy found here [\[Add template cookie policy and link to legal page\]](#) for further details.
- **Location Data.** We also use your device's location services to determine your current location. Some of our location-enabled Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling Location Data in your device's settings revoking access to your location details for the application.
- **Information we receive from other sources including third parties and publicly available sources.** We will receive personal data about you from various third parties [and public sources] as set out below:
  - Device Data from the following parties:
  - analytics providers [such as Facebook and Google based outside the EU];
  - advertising networks [such as Google or Facebook based inside and/or outside the EU]; and
  - search information providers [inside and/or outside the EU].
  - Contact, Financial and Transaction Data from providers of technical, payment and delivery services [such as Wordline - SIX Payment Services (Europe) S.A. based inside and/or outside the EU];

- Identity and Contact Data from publicly available sources; and
- IP and usage information via crash reporting platform Firebase Crashlytics (owned by Google)
- **Unique application numbers.** When you want to install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.]

## COOKIES

We use cookies [and/or other tracking technologies] to distinguish you from other users of the App, App Site, the distribution platform (Appstore) or Services Sites and to remember your preferences. This helps us to provide you with a good experience when you use the App or browse any of Our Sites and also allows us to improve the App and Our Sites. For detailed information on the cookies we use, the purposes for which we use them and how you can exercise your choices regarding our use of your cookies, see our cookie policy here [[LINK TO LEGAL PAGE](#)].

## HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

- Where you have consented before the processing.
- Where we need to perform a contract we are about to enter or have entered with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

To find out more about the types of lawful basis that we will rely on to process your personal data please read below under the heading 'GLOSSARY' and 'LAWFUL BASIS'

We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us.

[We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.]

## PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

Purpose/activity	Type of data	Lawful basis for processing
To install the App and register you as a new App user	Identity Contact Financial Device	Your consent
To process any orders made and deliver Services including managing payments and collecting money	Identity Contact	Your consent Performance of a contract with you

owed to us	Financial Transaction Device Marketing and Communications Location	Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you including notifying you of changes to the App or any Services	Identity Contact Financial Profile Marketing and Communications	Your consent Performance of a contract with you  Necessary for our legitimate interests (to keep records updated and to analyse how customers use our products/ Services)  Necessary to comply with legal obligations (to inform you of any changes to our terms and conditions)
[To enable you to participate in a prize draw, promotion, competition or complete a survey	Identity Contact Device Profile Marketing and Communications	Your consent Performance of a contract with you  Necessary for our legitimate interests (to analyse how customers use our products/Services and to develop them and grow our business)]
To administer and protect our business and this App including troubleshooting, data analysis and system testing	Identity Contact Device Profile	Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security)
To deliver content and advertisements to you  To make recommendations to you about goods or services which may interest you  To measure and analyse the effectiveness of the advertising we serve you	Identity Contact Device Content Profile Usage	Consent  Necessary for our legitimate interests (to develop our products/Services and grow our business)

To monitor trends so we can improve the App	Marketing and Communications Location	
---	--	--

## HOW WE SHARE YOUR INFORMATION

We share the personal data we collect (or otherwise generate or obtain) as follows:

- With Third Parties as set out in the heading 'GLOSSARY'.
- With restaurants and/or venue providers and their affiliates. We disclose your personal data to restaurants and/or venue providers and their affiliates to provide the Services (such as connecting you with the venue providers in order to place an order and sharing your order, including any preferences, requests, or restrictions with the venue provider).
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.
- Reviews you submit: if you provide us with a review of your order, you authorize us to publish it on all our Services under the screenname you provided, to aggregate your review with other reviews, and to share it with venue providers.
- Messages and other communications you submit to venue providers: if you submit a message or other communication to a venue provider through our Services, you authorize us to share this with the relevant venue provider and you authorize the venue provider to respond to you through our Services.
- To process payments: We require credit or debit card information to place your order, in which case we share your payment information with venue providers, third-party payment processors and other third-party service providers (such as fraud detection services).
- Following login services: We share your details with social networking sites and third-party services or applications such as Gmail or Facebook that you may use to log into your account.

## INTERNATIONAL TRANSFERS

We do not transfer your personal data outside the European Economic Area (EEA).

## DATA SECURITY

Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way. This is achieved by using up-to-date and standard technological security tools and measures.

We will collect and store personal data on your Device using application data caches and browser web storage (including HTML5) and/or any alternate mechanisms and technology.

Certain Services may include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

All information you provide to us is stored on our secure servers. Any payment transactions carried out by our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology and/or any alternate encryption technology. Picado does not itself store your credit or debit card account information, and we do not have direct control over or responsibility for your credit or debit card account information. We use third party payment processors that are the controllers of your card information. Our contracts

with third parties that receive your card account information require them to keep it secure and confidential.

However, we cannot guarantee that transmissions of your card account information or any other information will always be secure or that unauthorised third parties will never be able to defeat the security measures taken by Picado or our third-party services providers. Except to the extent that liability cannot be excluded or limited due to applicable law, Picado assumes no liability or responsibility for disclosure of your information due to errors in transmission, unauthorised third-party access, or other causes beyond our control.

You play an important role in keeping your information safe. Where we have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. If we receive instructions using your username and password, we will assume you have authorized the instructions. If you have reason to believe that your interaction with us is no longer secure, please contact us immediately using the contact details provided above, under the heading 'IMPORTANT INFORMATION AND WHO WE ARE'. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

## **DATA RETENTION**

We may retain your personal data for as long as your account is active and for a period of time thereafter to allow you to re-activate your account without loss of information. In the event that you do not use the App for a period of [18 months] then we will treat the account as expired and your personal data may be deleted.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they cease being customers for tax and audit purposes.

We may also retain your personal data as necessary to:

- maintain logs and business records for analysis and security purposes;
- comply with other record retention requirements under the law;
- handle any complaints regarding the Services; and
- comply with our legal obligations, protect or defend our rights, resolve disputes and enforce our contracts.

In some circumstances you can ask us to delete your data: see under heading named 'YOUR LEGAL RIGHTS' below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## **YOUR LEGAL RIGHTS**

Under certain circumstances you have the following rights under data protection laws in relation to your personal data.

Please see under the heading named 'YOUR LEGAL RIGHTS' below to find out more about these rights:

- [Request access to your personal data.]
- [Request correction of your personal data.]
- [Request erasure of your personal data.]
- [Object to processing of your personal data.]
- [Request restriction of processing your personal data.]

- *[Request transfer or your personal data.]*
- *[Right to withdraw consent.]*

You also have the right to ask us not to continue to process your personal data for marketing purposes.

You can exercise any of these rights at any time by contacting us at [Athalassas, 143, Flat/Office101, Strovolos 2015, Nicosia, Cyprus] and/or at [mooveetec@gmail.com](mailto:mooveetec@gmail.com).

## GLOSSARY

### LAWFUL BASIS

- **Consent** means processing your personal data where you have signified your agreement by a statement or clear opt-in to processing for a specific purpose. Consent will only be valid if it is a freely given, specific, informed and unambiguous indication of what you want. You can withdraw your consent at any time by contacting us.
- **Legitimate interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- **Performance of contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **Comply with a legal obligation** means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

### THIRD PARTIES

- Service providers acting as processors, based in and/or outside the EU, who provide IT and system administration services, including payment service providers.
- Professional advisors acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in Cyprus who provide consultancy, banking, legal, insurance and accounting services.
- Regulators and other authorities acting as processors or joint controllers based in Cyprus who require reporting of processing activities in certain circumstances.
- Other third parties in order to (i) comply with and as required by law (e.g. to comply with legal requirements, court orders or lawful requests from governmental authorities), (ii) protect our rights, our property, the integrity of the Services, personal safety, the legitimate interests of Picado or any other person such as to detect, prevent and/or otherwise address fraud, risk management, security or technical issues, and (iii) comply with a request or direction from you or subject to your consent.

### YOUR LEGAL RIGHTS

You have the right to:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or



inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
  - (a) if you want us to establish the data's accuracy;
  - (b) where our use of the data is unlawful but you do not want us to erase it;
  - (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
  - (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.
- **Lodge a complaint with the Commissioner** if you think that any of your rights have been infringed by us.

## DESCRIPTION OF CATEGORIES OF PERSONAL DATA

- **Identity Data:** first name, last name, maiden name, username or similar identifier, marital status, title, date of birth, gender.
- **Contact Data:** billing address, address, email address and telephone numbers.
- **Financial Data:** bank account and payment card details.
- **Transaction Data:** includes details about payments to and from you and details of orders made by you.
- **Device Data:** includes the type of mobile device you use, a unique device identifier, mobile network information, your IP address your mobile operating system, the type of mobile browser you use, and time zone setting you use.
- **Content Data:** includes information stored on your Device, including friends' lists, login information, photos, videos or other digital content, and check-ins.

- **Profile Data:** includes your username and password, your orders, your interests, preferences, feedback and survey responses.
- **Usage Data:** includes details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to, traffic data and other communication data, whether this is required for our own billing purposes or otherwise [and the resources that you access].
- **Marketing and Communications Data:** includes your preferences in receiving marketing from us and/or from our third parties and your communication preferences.
- **Location Data:** includes your current location accessed through location-enabled Services

## **2. VENUE PROVIDER TERMS AND CONDITIONS**

### **1. General**

- 1.1. MOOVEET TEC LIMITED (referred to as “**Mooveet**”, “**Picado**”, “**we**”, “**us**” or “**our**”) provides a customer platform (the “**Picado Platform**”) which aims to connect buyers and sellers conveniently by enabling end users of the Picado Platform (referred to as “**Customers**”) to select and order/purchase goods and/or services from third party venue providers (the “**Venue Providers**”, “**you**”, or “**your**”). You can advertise your goods and/or services via the Picado Platform, enable bookings and/or reservations of your venues and accept the placing of an order for purchase of your goods and/or services remotely. You get paid in advance and seat and serve the Customers upon their arrival to your venue.
- 1.2. These terms and conditions (the “**Terms and Conditions**”) apply to your access or use of the Picado Platform through [Picado Manager, latest release date TBC] mobile application software (the “**App**”), any other Picado mobile site and any of the abovementioned content, features and services made available by Picado (the “**Services**”).
- 1.3. These Terms and Conditions may be updated or revised from time to time and may be re-published as an updated version on the Picado Platform. You will be notified of such changes and be required to accept the Terms and Conditions as amended following each update and/or revision. You are free to decide whether or not to accept a modified version of these Terms and Conditions, but accepting these Terms and Conditions, as modified, is required for you to continue using the Services. Alternatively, upon being informed of such changes, your continued use of the Picado Platform following the said changes will indicate your acceptance of the modifications of the Terms and Conditions. If you do not wholly agree to be bound by these Terms and Conditions, or any modified version of these Terms and Conditions, you must terminate your use of the Services by providing a termination notice to Picado in accordance with paragraphs 8.8 and 15.1 below, in which case you will no longer have access to your account.
- 1.4. If any part of the Terms and Conditions is found to be void, invalid or otherwise unenforceable, then that part shall be read in a way that it is valid and so as to match its original intent as closely as possible. If this is not possible, the provision found to be void, invalid or otherwise unenforceable shall be deemed omitted, and that provision notwithstanding, these Terms and Conditions shall remain in full force and effect.
- 1.5. These Terms and Conditions and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by you, but may be freely transferred, assigned, or delegated by Picado.
- 1.6. Any waiver of any provision of these Terms and Conditions, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

### **2. Services**

- 2.1. Picado makes available restaurant (and other) order services through the Picado Platform to the Customers for the purpose of assisting the Customers in placing orders and booking time slots for attending your venue. In response to a Customer’s online request for an order, we contact your computerised database of reservations and orders, as applicable. The availability of time slots is determined at the time of the Customer’s query and is based on information provided to Picado by you.

- 2.2. In order to use the Services, we will provide you with a tablet (the “**Picado Tablet**”). The terms of use of the Picado Tablet for the purposes of using the Services are provided in a separate document, which must be signed by you in order to receive the Picado Tablet. The Picado Tablet will be provided upon a Picado Platform entry fee, namely a payment of the amount of fifty Euros (€50)]. A Picado printer will also be provided and is included in the aforementioned fee.
- 2.3. Once an order request is made by the Customer through the Picado Platform, you will receive a notification via the Picado Tablet that an order has been requested. You will have the choice to either accept or decline the request using the Picado Tablet. If you select to accept the request, the Customer will be able to proceed with payment, and upon such payment, you will receive a confirmation of the payment via the Picado Tablet. If you decline the request, you will be required to provide a reason to the Customer. The reason may be communicated either from the template answers provided by Picado or by typing a custom reason for declining the Customer’s request and/or order.
- 2.4. If a Customer arrives more than 10 minutes late from the beginning of the time slot which the Customer has selected, you reserve the right to not have the Customer seated and may hand the Customer his/her food in the form of takeaway.
- 2.5. In the event that a Customer does not leave upon the ending of the time slot which he/she has selected, if possible, you should try to arrange for the Customer to remain at his/her table or to be allocated at a different seating arrangement of the venue.

### **3. Registration**

- 3.1. You must register with the Picado Platform through the App in order to use our Services. When registering, you must provide valid, accurate, current and complete information about yourself on our registration form. You also agree to promptly update this information to keep it valid, accurate, current and complete. If the information you provide is false, inaccurate or misleading, Picado has the right to refuse to provide and/or to terminate the provision of its Services to you at its sole discretion.
- 3.2. In order to register, you will be provided with a personal (and confidential) password by a member of the Picado team. You are required to change the password provided with a personal (and confidential) password of your own. You are solely responsible to keep your registration information confidential and secure, and except as otherwise required by applicable law, you are solely responsible for all use of your account, whether or not authorised by you.
- 3.3. Picado shall not be liable and/or responsible for any unauthorised use/activity regarding your account and account information. If for any reason you suspect activity under your account which was not authorised by you, and/or that your account has been breached and/or that there has been a breach of security related to your use of the Services, you agree to immediately notify Picado at [mooveetec@gmail.com](mailto:mooveetec@gmail.com) using your personal email address. Alternatively, you may notify any of Picado’s appointed representatives by telephone. Our team will do its best to investigate and respond as soon as possible.
- 3.4. In order to provide its Services, Picado must share certain information including, but not limited to, your name and telephone number with the Customer. An official IBAN number, certificate of shareholders of your company and valid identification of shareholders may also be requested for purposes of the payment service provider’s services. Please see the section for privacy below [see paragraphs 16.1 and 16.2] for details about how we collect and process your personal data in connection with the Services.

#### **4. Communications from Picado**

- 4.1. If you use our Services and/or App, we may contact you via electronic messages, including email, text message/SMS.

#### **5. Technical Requirements**

- 5.1. In order to use the Services, you need to have Internet access through your computer, tablet or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. We do not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers.

#### **6. Payments**

- 6.1. Once an order is placed, a third-party payment services provider, [namely, Worldline – SIX Payments Services (Europe) S.A.] will deduct the funds from a Customer's credit or debit card and will deliver the funds to you but less any amounts due to payment processing transaction costs per paragraph 6.3 below, within 5 days of receipt of the funds from a Customer.
- 6.2. You are required to provide bank account information during the registration process under paragraph 3 in order to enable receipt payments from Picado.
- 6.3. Picado charges a commission fee on the amount of each final order. This includes the standard payment taken by the third-party payment services provider, which will be deducted prior to sending the payment to you. Alternatively, a monthly fixed rate or fixed rate per order may be agreed upon.
- 6.4. Picado is not responsible for ensuring the accuracy of orders. Any queries or issues with a Customer concerning order amounts will be directed to Venue Providers. Picado's sole obligation is to facilitate the payment of the order and place the order and the booking with the Venue Provider.
- 6.5. Picado is not responsible for any claims and/or expenses if the prices of the menu of the Venue Provider on the Picado Platform differ from the Venue Provider's prices at the venue due to the fact that the Venue Provider has not provided Picado with the updated prices.

#### **7. Venue Provider Obligations and Responsibilities**

- 7.1. Picado is committed to providing superior quality services to Customers and Venue Providers. In order to maintain a consistently high level of services for the Customers, you must reply to order requests within 5 minutes from receiving such requests.
- 7.2. It is your responsibility to timely deliver to any requests made through the Picado Platform. If you fail to do so, Picado has the right to suspend and/or terminate the provision of Services.
- 7.3. It is your responsibility to notify Picado of any filters that are applicable to your venue (such as smoking areas, outdoor areas, cuisine type etc.). These may be amended by you.
- 7.4. It is your responsibility to ask for a valid identification before serving a Customer with alcohol. You may refuse to provide a Customer with alcoholic goods if:
  - 7.4.1. the Customer is under 18 years old or if the Customer cannot prove to be over 18 years old with the presentation of valid identification; and/or
  - 7.4.2. the Customer appears to be intoxicated and/or is acting in disorderly manner; and/or
  - 7.4.3. it will breach your relevant licence.

- 7.5. It is your responsibility to update your profile/menu using the Picado Tablet and/or inform Picado as soon as possible, and no later than [24 hours] of any seasonal changes to your menu, including but not limited to change in menu items and menu prices, opening times etc.
- 7.6. It is your responsibility to update your profile using the Picado Tablet/inform Picado as soon as possible, and no later than [one (1) hour] of any daily changes to the menu, including, but not limited to, updates of items which run out on your menu.
- 7.7. It is your responsibility to update the seating plan of your venue accordingly, using the Picado Tablet, including availability status as soon as possible, and if possible immediately.
- 7.8. You are obligated to ensure that any orders and/or bookings and/or reservations can be carried out and that your venue has the capability and availability to carry out such orders and/or bookings and/or reservations.
- 7.9. You hereby agree that the menu information that you will provide to Picado will be exactly the same as the menu information that is provided at your venue.
- 7.10. You hereby agree that you will not use another app and/or web service which provide(s) for essentially the same, analogous and/or similar services to the services provided by Picado, (excluding takeaway services). These services namely include the services of enabling customers and/or patrons to your venue to select a table and/or a timeslot, pre-order and/or pre-pay for a meal and be served upon arrival, for a period of 24 months from the date of the execution and/or otherwise acceptance of these Terms and Conditions.

## **8. Use Restrictions**

- 8.1. The Services and the content made available through the Services are offered solely for the Venue Providers' use for the purposes described in these Terms and Conditions. Any and all other uses are prohibited.
- 8.2. You agree that your use of the Picado Platform and/or the App and/or the Services will be subject to the laws and regulations of the Republic of Cyprus. Furthermore, you also agree:
  - 8.2.1. to abide any laws and/or rules regarding lawful online conduct and acceptable content;
  - 8.2.2. that you are capable of forming legally binding contracts under the laws of the Republic of Cyprus;
  - 8.2.3. to serve alcohol to Customers only if they are over 18 years old, and present a valid identification, if required, to receive/redeem such services;
  - 8.2.4. to access the Picado Platform with your own log-in credentials (which shall not be provided to any third party);
  - 8.2.5. not to access the Picado Platform using a third-party's account/registration [without the express and explicit consent of the account holder];
  - 8.2.6. not to use the Picado Platform for illegal purposes including, but not limited to, hacking and fraud and/or commit any acts of infringement regarding any content advertised and/or generated on the Picado Platform;
  - 8.2.7. not to interfere with another person's use and enjoyment of the Picado Platform and the Services (including, but not limited to, sending spam material);

- 8.2.8. not to act maliciously on the App, and abstain from posting hateful or harmful content which may offend Picado, the Customer, or any other potential visitor to the App;
- 8.2.9. not to upload any harmful, disruptive or destructive files including, but not limited to, viruses;
- 8.2.10. not to disrupt, interfere with, or otherwise harm or violate the security of the Picado Platform, or any of the Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Picado Platform or affiliated or linked with the Picado Platform, such as those of our advertised Venue Providers; and
- 8.2.11. not to copy, reproduce or alter content accessed from the Picado Platform, including any content and information regarding third parties, without their consent.
- 8.3. These Terms and Conditions are binding to you. Picado reserves the right to take legal action against you for any breach of these Terms and Conditions.
- 8.4. You shall be liable to, and shall compensate Picado and/or the relevant Customer if applicable for any loss, liability, costs, damages and expenses arising from any breach of legislation and/or of the present Terms and Conditions and/or the terms and policies of Picado and/or any negligent or reckless act or any defamatory conduct used by you to the potential detriment of Picado (and/or a Customer).
- 8.5. You acknowledge that Picado has no obligation in any way for the conduct of a Customer.
- 8.6. Picado may suspend your ability to use all or any part of the Services or may terminate these Terms and Conditions and/or your activity effective immediately, without notice or explanation. Without limiting the foregoing, Picado reserves the right to terminate your activity and/or suspend your access to the Services if we believe that you act contrary to behaviour which Picado deems appropriate and/or are in violation of any part of these Terms and Conditions, or instructions, or policies which may affect Picado, a Customer, or any other third party negatively.
- 8.7. Picado also reserves the right to terminate and/or suspend the App and/or your activity at its sole discretion.
- 8.8. You can terminate the use of the Services after a period of at least 6 months has passed since the date of agreement to these Terms and Conditions by providing at least one week notice, unless you disagree with a modification made by Picado to the present Terms and Conditions, in which case you will be able to terminate immediately at any time. You understand that any termination of your account may involve deletion of any content stored in your account for which Picado will have no liability whatsoever. You agree that Picado shall not be liable to you for any termination of these Terms and Conditions or for any effects of any termination of these Terms and Conditions.

## **9. Order Cancellations**

- 9.1. You may operate at your sole discretion as to whether you accept an order cancellation or not. Once a Customer places an order via the Picado Platform, a choice may be given to the Customer to cancel the said order provided that there is reasonable time for you to cancel the order. Once you approve the final order, the Customer will not be able to cancel through Picado. If the cancellation of the order by Picado is not possible, the Customer may contact you directly in order to enquire whether the cancellation can be made. If you have not begun preparing the order and agree to the cancellation, the cancellation can take place.
- 9.2. Orders cancelled by Venue Providers will be notified to the Customer prior to payment. In the event that the Customer requests that his/her payment is refunded, such refund will only be executed if

Picado receives a confirmation for the refund by you. Any disputes over payment shall be dealt directly between you and the Customer.

## 10. Intellectual Property

- 10.1. The features, information and materials provided and depicted through the Services are protected by copyright, trademark, patent and other intellectual property laws. All content made available through the Services (the “**Picado Content**”) is provided to you by Picado or its partners or licensors solely to support your permitted use of the Services. Except as expressly stated herein, no license is granted to you for any other purpose, and any other use of the Services or the Picado Content shall constitute a material breach of these Terms and Conditions. Picado and its partners or licensors retain all rights in the Services and the Picado Content and any associated patents, trademarks, copyrights or other intellectual property rights. No license, right, or interest in any trademarks of Picado or any third party is granted under these Terms and Conditions.
- 10.2. Picado grants you a non-exclusive, non-transferable, revocable license to use the App, in object code form only, on your compatible devices, solely to support your permitted use of the Services.
- 10.3. The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions and other information (“**Venue Provider Content**”). Any such Venue Provider Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party’s publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings and any form of “spam”. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of Venue Provider Content. The name or handle you choose to provide to Picado may be displayed publicly with such Venue Provider Content. Picado reserves the right (but has no obligation) to monitor, remove, or edit Venue Provider Content in Picado’s sole discretion, including if Venue Provider Content violates these Terms and Conditions, but you acknowledge that Picado may not regularly review submitted Venue Provider Content. If you do submit Venue Provider Content, and unless we indicate otherwise, you grant Picado a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to Customers, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such Venue Provider Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual’s name or likeness in addition to any moral or other rights you may have in the Venue Provider Content you submit in favour of Picado. You represent that you own, or have the necessary permissions to use and authorize the use of Venue Provider Content as described herein. Picado takes no responsibility and assumes no liability for any Venue Provider Content submitted by you or any third party, nor do we guarantee any confidentiality with respect to Venue Provider Content.
- 10.4. You represent and warrant that you own or otherwise control all of the rights to any Venue Provider Content submitted by you; that all Venue Provider Content submitted by you is accurate; and that exploitation of such Venue Provider Content by Picado and its Customers, partners, and licensees will not violate these Terms and Conditions, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or



publicity). You will indemnify, hold harmless, and (at Picado's request) defend Moovet, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "**Picado Parties**") from and against all claims resulting from (1) any Venue Provider Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of these Terms and Conditions.

## **11. Liabilities and Release**

- 11.1. Picado as a facilitator is in no way responsible for the timely delivery and/or quality of goods and/or services offered by Venue Providers who advertise their goods and/or services on the Picado Platform. Picado shall not be liable for any failure to deliver services on your behalf or on the behalf of any Customer.
- 11.2. Venue Providers are solely responsible for their interactions with the Customer and any and all claims, injuries, illnesses, damages, liabilities and costs (the "**Claims**") suffered by the Customer as a result of the Customer's interaction with or visit to any Venue Provider or from any promotion, offer, product or service of any Venue Provider. Customers must resolve all disputes directly with Venue Providers. To the maximum extent permitted by applicable law, you hereby release Picado from any and all such Claims. If you are a resident of the United Kingdom or European Union, this release shall not apply to any damage arising from our wilful misconduct or gross negligence, nor shall it apply to damage from injury to life, body or health.
- 11.3. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICES FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO RESULTING IN LOSS AND/OR DAMAGE. ANY REQUESTS/BOOKINGS/ORDERS MADE THROUGH THE PICADO PLATFORM ARE DONE SO AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- 11.4. PICADO PARTIES SHALL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY CONTENT PROVIDED BY THE CUSTOMERS WHICH IS INACCURATE, INAPPROPRIATE, UNRELIABLE, OR INCOMPLETE.
- 11.5. IN ADDITION, PICADO PARTIES SHALL NOT BE LIABLE FOR ANY ERROR BY YOU IN USING THE APP.
- 11.6. IN NO EVENT SHALL THE PICADO PARTIES BE LIABLE FOR ANY INJURIES, LIABILITIES, LOSSES, CLAIMS, DIRECT DAMAGES OR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ANY WAY CONNECTED WITH (1) THESE TERMS AND CONDITIONS (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE SERVICES, THE PICADO CONTENT, OR THE VENUE PROVIDER CONTENT, OR (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES). IF YOU ARE A RESIDENT OF THE UNITED KINGDOM OR EUROPEAN UNION, THE LIMITATION OF LIABILITY IN THESE TERMS AND CONDITIONS SHALL NOT APPLY TO ANY DAMAGE ARISING FROM OUR WILFUL MISCONDUCT AND GROSS NEGLIGENCE, NOR SHALL IT APPLY TO DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH. PICADO IS ALSO NOT LIABLE FOR ANY

FURTHER LIABILITY SUCH AS LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY THAT MAY RESULT FROM A REQUEST/BOOKING FACILITATED VIA THE PICADO PLATFORM.

- 11.7. IF THE DISCLAIMER OF DIRECT DAMAGES ABOVE IS NOT ENFORCEABLE AT LAW, YOU EXPRESSLY AGREE THAT OUR LIABILITY TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO FIFTY EUROS (€50).
- 11.8. You and Picado understand and agree that the disclaimers, exclusions, and limitations aforementioned are essential elements of these Terms and Conditions and that they represent a reasonable allocation of risk. In particular, you understand that Picado would be unable to make the Services available to you except on these terms and agree that these Terms and Conditions will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose.

## **12. Disclaimer of Warranties**

- 12.1. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, ALL PICADO CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO YOU ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. PICADO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO.
- 12.2. THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **13. Third-Party Websites, Applications and Services**

- 13.1. The Services may contain hypertext links to websites and applications operated by parties other than Picado. Such hypertext links are provided for your reference only, and Picado does not control such websites and is not responsible for their content. Picado's inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Picado assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to

this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service, including any license transferability and other usage rules therein.

#### **14. Dispute resolution**

- 14.1. Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Picado or its successors or assigns shall exclusively be settled through binding and confidential arbitration in accordance with Cypriot legislation. Arbitration shall be subject to the courts in the Republic of Cyprus.

#### **15. Termination**

- 15.1. Without prejudice to paragraphs 1.3 and 8.8, Venue Providers may terminate the Services after 6 months from the initial date of entering into these Terms and Conditions, by providing a notice of one week in writing to Picado. A Venue Provider should send its termination notice to Picado via email at [mooveetec@gmail.com](mailto:mooveetec@gmail.com)

#### **16. Privacy**

- 16.1. Venue Providers are provided with contact details of Customers that place an order and/or make a booking, including but not limited to, the Customer's name, contact details and order details. Venue Providers cannot process Customer information for any purpose other than the purposes provided in these Terms and Conditions. Venue Providers hereby undertake to take adequate technical and organisational measures in order to ensure that Customer personal data is kept secure, safe and confidential. Picado shall not be liable for any infringement of any privacy legislation, including any infringement of the General Data Protection Regulation, by any Venue Provider.
- 16.2. Picado processes certain personal data that you provide, such as the names and contact details of the owner of the venue and/or the company which owns the venue and/or its directors and/or employees and/or persons responsible for liaising with Picado. We collect such data when you sign up for our Services and/or during our communication. We process the abovementioned personal data in order to provide the Services, comply with any legal obligation that we may have, in order to achieve our legitimate interests or after obtaining consent from the relevant data subject. We may disclose the abovementioned data to Costumers and/or other third parties, including our service providers, professional advisors, regulators and other authorities, and any other Picado affiliate which requires that such data be disclosed. We will retain your data for 7 years after the termination of our Services for tax and accounting reasons and/or as reasonably necessary for any other legitimate purposes such as to comply with legal requirements and to protect our rights and legitimate interests. For more information about who we are, data security and your legal rights please see our privacy policy [To be linked to [Legal Terms](#)].

#### **17. Marketing**

- 17.1. Picado will provide marketing and promotional material to Venue Providers regarding the Picado Platform, and the Venue Provider must ensure that the said material is prominently placed and/or displayed accordingly inside the premises of the Venue Provider. Picado may also provide marketing offers favourable to Venue Providers, (such as placing Venue Providers first on Picado's list of

Venues). Pricing for such services will vary from time to time and according to the marketing packages/offers provided by Picado.

### **3. USER TERMS AND CONDITIONS**

#### **General**

Mooveet Tec Limited (referred to as “**Picado**”, “**we**”, “**us**” or “**our**”) provides a customer platform (the “**Picado Platform**”) which aims to connect buyers and sellers conveniently by enabling end users of the Picado Platform (referred to as “**Users**”, “**you**”, or “**your**”) to select and order/purchase goods and/or services from third party venue providers (the “**Venue Providers**”). The Venue Providers can advertise their goods and/or services via the Picado Platform, enable bookings and/or reservations of their venues and accept the placing of an order for/purchase of their goods and/or services remotely. The Venue Providers get paid in advance, seating and serving you upon arrival to their venue.

These terms and conditions (the “**Terms and Conditions**”) apply to your access or use of the Picado Platform through [PICADO, latest release date TBC,] mobile application software (the “**App**”), any other Picado mobile site and any of the abovementioned content, features and services made available by Picado (the “**Services**”).

The Terms and Conditions should be read very carefully and in conjunction with our privacy notices and cookie policy found on the App. By accessing or using the Services or by clicking “accept” or “agree” to the Terms and Conditions, (1) you acknowledge that you have wholly read, understood, and agree to be bound by the Terms and Conditions and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services.

Picado reserves the right to alter and/or terminate any aspect and/or feature of its App and/or Services at its sole discretion from time to time and without notice, including, without limitation, by removing, adding or modifying portions of Venue Providers. Picado shall have no liability to you for any of the foregoing actions.

These Terms and Conditions may be updated or revised from time to time and may be re-published as an updated version on the Picado Platform. You agree that you will review these Terms and Conditions periodically. You may be notified of such changes and may be required to accept the Terms and Conditions as amended following each update. You are free to decide whether or not to accept a modified version of these Terms and Conditions, but accepting these Terms and Conditions, as modified, is required for you to continue using the Services. Alternatively, upon being informed of such changes, your continued use of the Picado Platform following the said changes will indicate your acceptance of the modifications of the Terms and Conditions. If you do not wholly agree to be bound by these Terms and Conditions, or any modified version of these Terms and Conditions, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below).

If any part of the Terms and Conditions is found to be void, invalid or otherwise unenforceable, then that part shall be read in a way that it is valid and so as to match its original intent as closely as possible. If this is not possible, the provision found to be void, invalid or otherwise unenforceable shall be deemed omitted, and that provision notwithstanding, these Terms and Conditions shall remain in full force and effect.

These Terms and Conditions and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by the Users, but may be freely transferred, assigned, or delegated by Picado.

Any waiver of any provision of these Terms and Conditions, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

## **Order Services**

Picado makes available restaurant (and other) order services through the Picado Platform to the Users for the purpose of assisting the Users in placing orders and booking time slots for attending the venue of the Venue Providers. In response to your online request for a Venue Provider order, we contact the Venue Provider's computerised database of reservations and orders, as applicable. The availability of time slots is determined at the time of your query and is based on information provided to Picado by the Venue Provider. Once an order request is made by you through the Picado Platform, we will provide confirmation of the order to you by email or other electronic messages as has been agreed to by you. By using the Services, you agree to receive order confirmations, updates, modifications and/or cancellations by email or other electronic messages.

## **Account**

You must create an account/User profile with the Picado Platform through the App (the "**Account**") in order to use our Services. When creating the Account, you must provide valid, accurate, current and complete information about yourself on our registration form. You also agree to promptly update this information to keep it valid, accurate, current and complete. If the information you provide is false, inaccurate or misleading, Picado has the right to refuse to provide and/or to terminate the provision of its Services to you at its sole discretion.

You can import the information required in order to create the Account from social networking accounts, namely from Google and Facebook related services. Alternatively, you may create an Account via providing an accurate email address and completing the remaining required information. Picado is committed to protecting your personal data. Please review our privacy policy [\[To be linked to Legal Terms\]](#) for details about how we collect and process your personal data in connection with the Services.

In order to create the Account, you will be provided with a personal (and confidential) password. You are solely responsible to keep your Account and Account information confidential and secure, and except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether or not authorised by you.

Picado shall not be liable and/or responsible for any unauthorised use/activity regarding your Account and Account information. If for any reason you suspect activity under your Account which was not authorised by you, and/or that your Account has been breached and/or that there has been a breach of security related to your use of the Services, you agree to immediately notify Picado at [Picadoec@gmail.com](mailto:Picadoec@gmail.com) using the reference number provided in your receipt (if applicable). Our team will do its best to investigate and respond as soon as possible.

In order to provide its Services, Picado must share certain information including, but not limited to, your name, order information and telephone number with the Venue Providers. Please review our privacy policy [\[To be linked to Legal Terms\]](#) for details about how we collect and process your personal data in connection with the Services.

## **Communications from Picado**

If you use our Services and/or App, we may contact you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our privacy policy ([To be linked to Legal Terms](#)).

## **Technical Requirements**

In order to use the Services, you need to have Internet access through your computer or mobile device. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. We do not guarantee that the Services will be compatible with all devices and/or operating system versions.

## **Pricing and Payments**

You are required to pay online before receiving the goods and/or services requested and/or advertised on the Picado Platform (by any method of payment supported by the Picado Platform), and are responsible for collecting and/or redeeming those paid goods and/or services at a time and location agreed between you and the Venue Provider.

Payments will be carried out immediately by a third-party provider. To ensure the required level of payment security, Picado currently uses [Wordline - SIX Payment Services (Europe) S.A.]. Picado is not liable for any payments transacted between you, Venue Providers, and/or any other third-party providers which may exceed the agreed, and final, booking fee indicated on the Picado platform.

Should you order/request something which is pending approval from the Venue Provider, Picado and its associates reserve the right to hold the payable amount until the Venue Provider approves the said order/request.

Pricing and payment amounts may vary accordingly, from time to time, and according to the Venue Providers' discretion, listed via the Picado Platform. Product prices may be subject to change without notice.

It is your responsibility to ensure that your order is accurate and reflects the goods purchased from the Venue Provider. Picado is not responsible for ensuring the accuracy of the order. Any queries or issues with any part of the order should be directed to the Venue Provider. Picado's obligation is only to facilitate the payment of the amount shown on the order.

## **Order Cancellations**

The Venue Provider may operate at its sole discretion as to whether it accepts an order cancellation or not. You are bound to follow the Venue Provider's terms and policies, including, but not limited to, its facility policies. Once you place an order via the Picado Platform, you can only cancel such order through the Picado Platform before the Venue Provider approves your final order. Final order approval occurs after your payment request is approved by the Venue Provider. If your payment request has not yet been approved by the Venue Provider, you may cancel the order from the 'My Orders' tab on the Picado Platform. As final orders may be automatically approved after your payment request, you may not be able to cancel your order via the Picado Platform. In all other circumstances, the cancellation of your order by Picado will not be possible and you should contact the Venue Provider directly in order to enquire whether the cancellation can be made. Cancellation may be possible provided that the Venue Provider

has not begun preparing your order and agrees to the cancellation. In the event that the cancellation is accepted, your refund will be processed within 3-5 working days.

Orders cancelled by Venue Providers will usually be notified to you prior to the release of your payment. In the event that you wish that your payment is refunded, such refund will only be executed if Picado receives a confirmation for the refund by the Venue Provider. Picado does not guarantee that any payments made for placed orders will be refunded. You therefore pay for your order online, beforehand, solely at your own risk. Any disputes over payment shall be dealt by the nominated Venue Provider. Having said that, if the matter is left unresolved, please contact us at [mooveetec@gmail.com](mailto:mooveetec@gmail.com) to assist if possible.

### **Promotional Codes/Offers**

Picado may issue promotional codes/offers which you may be entitled to redeem. Such promotional codes/offers must be used lawfully, for the intended audience and purpose as stated by Picado and shall not be made available to the general public unless expressly permitted by Picado. Lawful use and/or the intended purpose of redeeming such codes/offers may be stipulated and/or detailed in email, text and/or SMS and/or any other form of electronic communication between You and Picado. Furthermore, Picado reserves the right to withdraw the promotional codes/offers at any time for any reason without incurring any liability whatsoever.

In the event that your use and/or redemption of the promotional codes/offers is accidental and/or fraudulent and/or illegal, and/or in violation of any of the present Terms and Conditions, Picado reserves the right to withdraw any amount redeemed using the promotional codes from your funds and add such amount to your order, render the relevant promotional code void, cancel the redemption of the promotional code/offer or issue further penalties including, but not limited to, the suspension or termination of your Account.

### **User Conduct**

Picado is committed to providing superior quality services to Users and Venue Providers. In order to maintain a consistently high level of services for the Venue Providers and their patrons, Users must arrive at the venue of the relevant Venue Provider on time. You must arrive within 10 minutes of the beginning of the time slot which you have selected to arrive. In case of failure to do so, the Venue Provider reserves the right to not have you seated and may hand you your food in the form of takeaway.

You must also leave exactly upon the time that time slot you have selected is ending. If you do not leave upon the ending of the time slot you have selected, Picado reserves the right to penalise you at its discretion by suspending and/or terminating your Account. You may, of course, request the Venue Provider for permission to remain at your table or be allocated at a different arrangement of the venue.

Although tipping is not compulsory, please don't forget to tip your waiter!

### **Use Restrictions**

The Services and the content made available through the Services are offered solely for the Users' personal use for the purposes described in these Terms and Conditions. Any and all other uses are prohibited.

You agree that your use of the Picado Platform and/or the App and/or the Services will be subject to the laws and regulations of the Republic of Cyprus. Furthermore, you also agree:

1. to abide any laws and/or rules regarding lawful online conduct and acceptable content;
2. that you are capable of forming legally binding contracts under the laws of the Republic of Cyprus;
3. to purchase alcohol via the Picado Platform only if you are over 18 years old, and present a valid identification, if required, to receive/redeem such services;
4. to access the Picado Platform with your own log-in credentials (which shall not be provided to any third party);
5. not to access the Picado Platform using a third-party's account/registration [without the express and explicit consent of the account holder];
6. not to use the Picado Platform for illegal purposes including, but not limited to, hacking and fraud and/or commit any acts of infringement regarding any content advertised and/or generated on the Picado Platform;
7. not to re-sell any booked reservations made via the Picado Platform;
8. not to interfere with another person's use and enjoyment of the Picado Platform and the Services (including, but not limited to, sending spam material);
9. not to act maliciously on the App, and abstain from posting hateful or harmful content which may offend Picado, the Venue Provider, or any other potential visitor to the App;
10. not to upload any harmful, disruptive or destructive files including, but not limited to, viruses;
11. not to disrupt, interfere with, or otherwise harm or violate the security of the Picado Platform, or any of the Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Picado Platform or affiliated or linked with the Picado Platform, such as those of our advertised Venue Providers; and
12. not to copy, reproduce or alter content accessed from the Picado Platform, including any content and information regarding third parties, without their consent.

These Terms and Conditions are binding to you. Picado reserves the right to take legal action against you for any breach of these Terms and Conditions.

You shall be liable to, and shall compensate Picado and/or the relevant Venue Provider if applicable for any loss, liability, costs, damages and expenses arising from any breach of legislation and/or of the present Terms and Conditions and/or the terms and policies of either or both Picado or a Venue Provider and/or any negligent or reckless act or any defamatory conduct used by you to the potential detriment of Picado (and/or a Venue Provider).

You acknowledge that Picado has no obligation in any way for the conduct of a Venue Provider, or the condition or state of its facilities or quality of its activities and acknowledge that Picado shall not conduct any due diligence on its Venue Provider's facilities, services or activities.

Picado may suspend your ability to use all or any part of the Services or may terminate these Terms and Conditions and/or your activity effective immediately, without notice or explanation. Without limiting the foregoing, Picado reserves the right to terminate your activity and/or suspend your access to the Services if we believe that you act contrary to behaviour which Picado deems appropriate and/or are in violation of



any part of these Terms and Conditions, or instructions, or policies which may affect Picado, a Venue Provider, or any other third party negatively.

Picado also reserves the right to terminate and/or suspend the App and/or your activity at its sole discretion.

You agree that Picado shall not be liable to you for any termination of these Terms and Conditions or for any effects of any termination of these Terms and Conditions. You are always free to discontinue your use of the Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which Picado will have no liability whatsoever.

### **Ordering Alcohol**

Venue Providers may offer alcoholic goods which may subsequently be advertised on the Picado Platform. As aforementioned, Picado is in no way responsible for the quality and/or timely delivery of the goods and/or services.

Venue Providers may refuse to provide you with alcoholic goods if:

- i) you are under 18 years old or if you cannot prove to be over 18 years old with the presentation of valid identification;
- ii) you appear to be intoxicated and/or are acting in disorderly manner;
- iii) it will breach the Venue Provider's relevant licence.

Picado may suspend or terminate your account due to any illegal and/or unacceptable conduct, and/or breach of any of the Terms and Conditions by you.

### **Intellectual Property**

The features, information and materials provided and depicted through the Services are protected by copyright, trademark, patent and other intellectual property laws. All content made available through the Services (the "**Picado Content**") is provided to Users by Picado or its partners or licensors solely to support the Users' permitted use of the Services. Except as expressly stated herein, no license is granted to Users for any other purpose, and any other use of the Services or the Picado Content shall constitute a material breach of these Terms and Conditions. Picado and its partners or licensors retain all rights in the Services and the Picado Content and any associated patents, trademarks, copyrights or other intellectual property rights. No license, right, or interest in any trademarks of Picado or any third party is granted under these Terms and Conditions.

Picado grants the Users a non-exclusive, non-transferable, revocable license to use the App, in object code form only, on the Users' compatible mobile devices, solely to support the Users' permitted use of the Services.

The Services may permit you to submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions and other information ("**User Content**"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libellous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party's publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false

advertising, or health code violations (e.g., foreign objects in food, food poisoning, etc.). Your User Content should be unbiased and objective. You may not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own restaurant or any restaurant of your employer, friend, relative or a competitor. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. The name or handle you choose to provide to Picado may be displayed publicly with such User Content. Picado reserves the right (but has no obligation) to monitor, remove, or edit User Content in Picado's sole discretion, including if User Content violates these Terms and Conditions, but you acknowledge that Picado may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant Picado a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to Venue Providers, partners and other third party websites and feeds) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual's name or likeness in addition to any moral or other rights you may have in the User Content you submit in favour of Picado. You represent that you own, or have the necessary permissions to use and authorize the use of User Content as described herein. Picado takes no responsibility and assumes no liability for any User Content submitted by you or any other Users or third party, nor do we guarantee any confidentiality with respect to User Content.

You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by Picado and its other Users, partners, and licensees will not violate these Terms and Conditions, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at Picado's request) defend Moovet, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "**Picado Parties**") from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of these Terms and Conditions.

## **Liabilities and Release**

Picado as a facilitator is in no way responsible for the timely delivery and/or quality of goods and/or services offered by Venue Providers who advertise their goods and/or services on the Picado Platform. Picado shall not be liable for any failure to deliver services on your behalf or on the behalf of any Venue Provider.

Venue Providers are solely responsible for their interactions with you and any and all claims, injuries, illnesses, damages, liabilities and costs (the "**Claims**") suffered by you as a result of your interaction with or visit to any Venue Provider or from any promotion, offer, product or service of any Venue Provider. Users must resolve all disputes directly with Venue Providers. To the maximum extent permitted by applicable law, you hereby release Picado from any and all such Claims. [If you are a resident of the United Kingdom or European Union], this release shall not apply to any damage arising from our wilful misconduct or gross negligence, nor shall it apply to damage from injury to life, body or health.

PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICES FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET

AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO RESULTING IN LOSS AND/OR DAMAGE. ANY REQUESTS/BOOKINGS/ORDERS MADE THROUGH THE PICADO PLATFORM ARE DONE SO AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WHEN USING THE SERVICES, YOU ACCEPT ALL DIRECT OR INDIRECT LIABILITY RESULTING FROM ANY POLICIES THAT THE VENUE PROVIDERS HAVE IN PLACE.

PICADO PARTIES SHALL NOT BE LIABLE AND/OR RESPONSIBLE FOR ANY CONTENT PROVIDED BY THE VENUE PROVIDERS WHICH IS INACCURATE, INAPPROPRIATE, UNRELIABLE, OR INCOMPLETE. IN THE EVENT OF ANY ARISING QUERY YOU MAY HAVE REGARDING THE VENUE PROVIDERS' GOODS AND/OR SERVICES, YOU MAY SEEK INDEPENDENT ADVICE DIRECTLY WITH THE VENUE PROVIDER BEFORE RELYING ON THE CONTENT ADVERTISED VIA THE PICADO PLATFORM.

IN ADDITION, PICADO PARTIES AND/OR THE VENUE PROVIDERS SHALL NOT BE LIABLE FOR ANY ERROR BY YOU IN USING THE APP, INCLUDING ACCIDENTAL SUBMISSION OF AN ORDER OR OTHER MESSAGE.

IN NO EVENT SHALL THE PICADO PARTIES BE LIABLE FOR ANY INJURIES, LIABILITIES, LOSSES, CLAIMS, DIRECT DAMAGES OR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ANY WAY CONNECTED WITH (1) THESE TERMS AND CONDITIONS (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE SERVICES, THE PICADO CONTENT, OR THE USER CONTENT, (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES), OR (4) YOUR VISIT TO ANY VENUE OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY VENUE OR VENUE PROVIDER IN CONNECTION WITH THE SERVICES. [IF YOU ARE A RESIDENT OF THE UNITED KINGDOM OR EUROPEAN UNION], THE LIMITATION OF LIABILITY IN THESE TERMS AND CONDITIONS SHALL NOT APPLY TO ANY DAMAGE ARISING FROM OUR WILFUL MISCONDUCT AND GROSS NEGLIGENCE, NOR SHALL IT APPLY TO DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH. PICADO IS ALSO NOT LIABLE FOR ANY FURTHER LIABILITY SUCH AS LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY THAT MAY RESULT FROM A REQUEST/BOOKING FACILITATED VIA THE PICADO PLATFORM.

IF THE DISCLAIMER OF DIRECT DAMAGES ABOVE IS NOT ENFORCEABLE AT LAW, YOU EXPRESSLY AGREE THAT OUR LIABILITY TO YOU (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO FIFTY EUROS (€50).

You and Picado understand and agree that the disclaimers, exclusions, and limitations aforementioned are essential elements of these Terms and Conditions and that they represent a reasonable allocation of risk. In particular, you understand that Picado would be unable to make the Services available to you except on these terms and agree that these Terms and Conditions will survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed of its essential purpose.

#### **Disclaimer of Warranties**

YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND PICADO CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, ALL PICADO CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN

OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO USER ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. PICADO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. PICADO DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT PICADO WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. PICADO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PICADO.

THE FOREGOING DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **Third-Party Websites, Applications and Services**

The Services may contain hypertext links to websites and applications operated by parties other than Picado. Such hypertext links are provided for User's reference only, and Picado does not control such websites and is not responsible for their content. Picado's inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Picado assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service, including any license transferability and other usage rules therein.

### **Dispute resolution**

Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Picado or its successors or assigns shall exclusively be settled through binding and confidential arbitration in accordance with Cypriot legislation. Arbitration shall be subject to the courts in the Republic of Cyprus.