

# TERMS AND CONDITIONS OF USE

## USERS

REBUILDING TECHNOLOGY PTE. LTD. (hereinafter referred to as "DiDi" or "Company") is a company duly incorporated under the laws of Singapore, having its registered office at 111 North Bridge Road #06-20 Peninsula Plaza Singapore (179098).

This application is hereinafter referred to as "DiDi Food".

DiDi, and in some countries, its affiliated companies, through a technological platform, provide the service of intermediation between Users, Delivery Users and/or Stores (hereinafter the "DiDi Service", the "Service" and/or the "Services") so that they can contact each other and can organize and plan online the request and provision of delivery services of food, beverages and/or consumer goods in general (hereinafter the "Products") by Delivery Users and/or Stores.

The person who accesses, browses or uses DiDi Food or the DiDi websites relating to DiDi Food to contact Delivery Users and/or Stores is hereinafter referred to as the "User".

The person who accesses or uses DiDi Food or the DiDi websites related to DiDi Food to be contacted by the User in order to organize and plan online the provision of beverage and consumer goods delivery services, directly, independently, at his/her own risk and sole responsibility shall be referred to as the "Delivery User".

Notwithstanding the foregoing, both Users and Delivery Users understand that the Stores may deliver Orders directly.

The person who offers beverages and consumer goods directly, independently, at his own risk, sole responsibility and sole liability and ensuring compliance with all applicable legal requirements and who delivers Orders directly when agreed, and who accesses, browses or uses DiDi Food or DiDi's websites relating to DiDi Food for the purpose of being contacted by the User in order to organize and plan online the ordering and provision of services for the preparation, marketing and delivery of beverages and consumer goods, directly, independently, at its own expense, risk and sole responsibility or through a Delivery User shall be referred to as a "Store" and/or "Stores".

The User's request to Delivery Users and/or Shops for the provision of beverage and consumer goods delivery services is hereinafter referred to as the "Order" and/or "Orders".

The User's use of the Services shall be governed by these DiDi Food Terms and Conditions of Use (hereinafter referred to as the "Terms and Conditions").

Before using DiDi Food, please read these Terms and Conditions carefully (especially the parts highlighted in bold). The User must log in to DiDi Food using a User account and password.

If the User chooses and uses the Services, the User shall be deemed to have read and accepted each and every term set forth herein and accepted these Terms and Conditions, which are legally binding between the User and the Company.

These Terms and Conditions shall be applicable to all DiDi Food Users, and are subject to modification at any time as a result of adjustments to commercial policy. The User should visit this website and/or DiDi Food frequently to keep abreast of the current Terms and Conditions.

The notices, terms or other requirements expressly specified or integrated in the website and/or DiDi Food shall form an integral part of these Terms and Conditions, certain parts of the Terms and Conditions may be replaced by more updated legal notices, terms or requirements expressly specified or integrated in the website and/or DiDi Food.

By accepting these Terms and Conditions, the User shall also have carefully read and accepted such substituted or referenced terms. If the User continues to use the Services, the User shall be deemed to have accepted the updated Terms and Conditions; otherwise, the User must cease using DiDi Food and the relevant DiDi and DiDi Food websites immediately.

These Terms and Conditions expressly supersede any prior agreements or arrangements that the Company has entered into with the User for the purposes of using DiDi Food and the Services. DiDi may terminate these Terms and Conditions or cease to provide the Services with respect to the User immediately, or cease to offer or deny access to the Services or any part thereof, if DiDi considers that the User has incurred in any breach of the Terms and Conditions.

DiDi also reserves the right to refuse to provide the Services to the User or to deny the User the use of the DiDi Food web pages and/or site and/or DiDi's websites, services or applications.

Ignorance of the content of these Terms and Conditions does not justify non-compliance with these Terms and Conditions, and much less does it entitle Users to take particular or legal measures that do not comply with what is stated in these terms.

## ***1. User's Subscription***

1.1. To use and register for the Online Services, the User must download DiDi Food, install it on his/her mobile device and successfully complete the subscription and account creation procedure. When registering, the User must ensure that all information provided is accurate, truthful, complete and valid. Failure to do so will prevent the User from accessing and using the Services.

1.2. The User acknowledges and agrees that he/she shall be responsible for all activity that occurs under his/her User account (hereinafter the "Account"). You further agree that you will protect and maintain the security and confidentiality of your username and password corresponding to your Account at all times.

1.3. By registering with DiDi Food, the User agrees to receive e-mails, telephone notifications, mobile notifications and text messages from DiDi. Likewise, the User authorizes that his/her profile and contact information (including name, telephone number and photograph, if uploaded

by the User) be shown on DiDi Food, in order to allow Delivery Users and Stores, suppliers or commercial establishments to contact the User, all in accordance with the Privacy Notice.

1.4. The User must have full capacity in accordance with the applicable law in his or her jurisdiction. Persons under the age of 18 may not open an Account with DiDi Food or use the Services.

1.5. Unless otherwise agreed by the Company in an additional written agreement with the User, the Services are available solely for the User's personal and non-commercial use.

1.6. The User acknowledges that the provision of the Services does not make DiDi a provider of delivery services, transportation services, beverage and consumer goods supplier, postal service provider or courier.

1.7. The User acknowledges that the Products found on the platform are offered directly by the Stores independent from DiDi Food.

## **2. *Services***

2.1. The User who accesses, browses or uses DiDi Food or DiDi's websites may satisfy his/her needs through the delivery services of beverages and consumer goods from the Stores (hereinafter, the "Products"); the foregoing may be carried out through the interaction of online and offline information in real time and the efficient management of offline resources, through the analysis of Big Data (hereinafter, the "Delivery Services"). By using the Services, the User may enjoy the Delivery Services and may also receive the Products provided by the Store, who will receive information about the Orders through DiDi Food. Through the use of DiDi Food, the User may enjoy the Services, which includes, but is not limited to, obtaining Products from the Stores of the User's choice.

2.2. DiDi Food shall connect the User with Stores, food suppliers and commercial establishments so that the User may request available Products.

2.3. The User may request Products from DiDi Food by entering his/her address and selecting those offered by the Shops available at DiDi Food at the time.

2.4. Once the User has placed the Order and once it has been accepted by the Store, DiDi will provide the Delivery User with the request for Delivery Services for the Order that the User has placed through DiDi. In addition, DiDi will provide the User's details to the Delivery User, together with the details of the business or Store from which the Delivery User must collect the Products. Likewise, DiDi will provide the Delivery User with the instructions indicated by the User through DiDi Food, which includes the location of the places where the Products will be picked up and delivered, all of the above, under the Privacy Notice. The User shall cover the Delivery Fee and this may correspond in its entirety to DiDi or a percentage of the same shall cover the Delivery Services of the Delivery User.

2.5. It may also happen that DiDi Food provides the User's data to the Store to coordinate the Order. DiDi will provide all the necessary data, including the location so that the Order can be delivered. All of the above is in accordance with the Privacy Notice.

2.6. The User acknowledges and accepts sole responsibility for the selection of the Products and the Stores he/she chooses. DiDi is not responsible for the information published by the Stores on DiDi Food in relation to the Products, availability, images, costs, opening hours and other data deemed relevant to the User's choice.

2.7. Subject to the availability of Delivery Users and based on the availability and service hours of the Stores and commercial establishments, DiDi will endeavor to ensure that the Services are available at the time the User places an order. Likewise, it is possible that the Store will deliver the Order directly coordinated through DiDi Food.

2.8. The User shall process at its own expense any personal information of Delivery Users, Stores or any other data owner to which it has access during the Services and the delivery of Orders, exclusively for purposes previously authorized by the respective data owner and in accordance with the requirements established by Law.

2.9. The User shall carry out on its own account the processing of any personal information of Delivery Users, Stores or any other data subject to which it has access on the occasion of the Services and the delivery of the Orders, exclusively for purposes previously authorized by the respective data subject and in accordance with the requirements established by the Law.

2.10. By using the Services, the User agrees that the Delivery User or the Store may contact him/her via telephone or text message in order to confirm the information related to the Order.

2.11. The collection and use of personal information in connection with the Services is described in DiDi Food's Privacy Notice, which must also be authorized by the User.

2.12. The User acknowledges and agrees that the provision of the Delivery Service creates a direct business relationship between the User and the Stores, and between the User and the Delivery User.

2.13. The User accepts and acknowledges that the Delivery User is not an employee of DiDi and that there is no employment relationship of subordination or professional services between the Delivery User and DiDi or any of its affiliates arising from all or part of the Delivery Services and the activities carried out by the Delivery User to which the Terms and Conditions are applicable. The User acknowledges that DiDi has not employed, does not own or control and is not related to the natural or legal persons that manage or are related to the activities carried out by the Delivery User.

2.14. The User acknowledges and agrees that DiDi may charge a cancellation fee if the User decides to cancel an Order for Delivery Service within the period prior to receipt and acceptance of the Order by the Store. Once the Store, retailer or supplier has received the Order and has begun to prepare it, the User may not cancel such Order.

2.15. DiDi Food may make available to Users, Delivery Users and/or Stores, different initiatives and/or activities within the platform's customer loyalty program, that is, Delivery Users and/or

Stores, which seeks to reward and recognize preference in the use of the platform. The Loyalty program may allow both Users and Users and/or Stores to access promotional activities, coupons redeemable in applications through the platform, prizes, subscriptions, functionalities or special conditions of use of the platform, among other activities, as determined by DiDi, in compliance with specific conditions that will be communicated in accordance with the terms and conditions of each activity. Loyalty program initiatives and/or activities are independent of the activities of the Restaurant, Delivery User and/or User and seek to encourage and reward the use of DiDi's technology services. Loyalty program initiatives are not mandatory and may be denied and/or terminated by DiDi at any time.

### ***3. Obligations and guarantees***

3.1. When using DiDi Food, the User shall comply with the following requirements:

1. The User shall use the Delivery Services and DiDi Food in good faith;
  - b. The User shall NOT use DiDi Food or any of its functionalities to commit fraud, harm or damage of any kind against other Users, Delivery Users, Stores, DiDi Food or third parties. DiDi Food reserves the right to suspend the User's account to prevent, mitigate or terminate such conduct or to protect the User's account.
3. The User shall use the Delivery Services and DiDi Food for personal use, and shall not resell or market them in any way to third parties;
4. The User shall not use the Delivery Services and DiDi Food for illegal purposes, including, but not limited to, the transfer or storage of illegal materials or for fraudulent purposes;
5. The User shall not use the Delivery Services or DiDi Food to harass, hinder or cause inconvenience to other persons.
6. The User shall not affect the normal operation of the network;
7. The User shall not attempt to damage the Services or DiDi Food;
8. The User shall provide identification documentation as reasonably requested by DiDi Food;
9. The User shall not address the Delivery User as if he/she were an employee of DiDi, insofar as he/she is not an employee and there is no employment relationship between the Delivery User and DiDi.
10. The User accepts that any claim for the Products shall be the direct responsibility of the Store or the Delivery User, according to the cause of the claim. DiDi may collaborate with the information available at DiDi Food.
11. The User shall make all payments for the requested Delivery Services; and

12. The User shall comply with all applicable laws, regulations and other rules of the country/region, province/city and/or district in which the User uses DiDi Food or the Delivery Services.

13. The User shall comply with the requirements of the Data Protection Act in their own processing of personal data to which they potentially have access.

14. The User shall comply with the requirements of the Law regarding the sale and consumption of alcoholic beverages, tobacco products, prescription drugs and any goods of restricted or limited sale.

a. It is the User's obligation to keep all hardware or software on the mobile device up to date to support DiDi Food's current requirements. The Company shall not be liable for any problems that may arise when the User does not use the most recent and updated version of DiDi Food and/or uses DiDi Food on any mobile device that does not meet the relevant current DiDi Food requirements. The User agrees that the Company may update the software and hardware requirements of the cell phone for the use of DiDi Food from time to time.

#### **4. *Price and Payment***

4.1. The User agrees and accepts that, in relation to each Order, the User shall pay the price determined by the Store with respect to the Products, the cost of the Delivery Services coordinated through DiDi Food ("Delivery Fee") in favor of the Delivery Users, or when and how applicable in favor of DiDi, and any applicable taxes.

4.2. The User understands and accepts that each Store determines the cost of its Products, and that prices and offers may be different from those offered directly by the Store or commercial establishment in its physical channels. The User shall confirm the prices at DiDi Food prior to confirming the Order. These prices may change from time to time based on market supply and demand, and the User shall be solely responsible for monitoring the prices of the Products and choosing the Products that he/she considers convenient. When using the Services by placing an Order, the User shall immediately pay the full amount of the Order submitted by DiDi Food. If the Order becomes due, the Company shall be entitled to refuse to provide the Services to the User. The User understands and agrees that the Company shall be entitled to send information regarding the User's default to an external credit reporting company.

4.3. The User may pay for the Services and the Delivery Fee through its external electronic payment account, or online banking payment systems, or by other payment methods that are available at the time of the transaction. Payment processing will be subject to the terms and conditions of the electronic payment service providers and credit or debit card issuing banks. DiDi shall not be liable for any errors made by the electronic payment service providers or banks. DiDi will obtain details of the specific transactions related to the use of the Services by the User. DiDi will strictly comply with applicable laws and regulations and Company policies when using such information.

4.4. The User may also pay in cash the Order, the corresponding amount for DiDi Services and the Delivery Fee. When this occurs, the User authorizes the Delivery User, as depositary, to

keep the corresponding amounts and deliver them to the Stores or any other third party indicated through DiDi Food.

4.5. The User acknowledges that any and all tax or fiscal receipts required for the Products or the Delivery Services shall be issued by the Store (in relation to the Products), and by the Delivery User (in relation to the fee for the Delivery Services), or by the natural or legal person administering the activities of the Store and the Delivery User, as applicable under the applicable laws and regulations. The User shall be responsible (i) for requesting any and all tax or fiscal vouchers required and (ii) for providing the personal data requested by the Store or the relevant Delivery Users in connection with the issuance of the tax vouchers. In connection with Delivery Services where applicable, depending on the jurisdiction, a Service Fee voucher will be issued on a monthly basis.

4.6. DiDi shall not be responsible for the issuance of payment vouchers required by the User in connection with the Products or Delivery Services, since such income does not correspond to DiDi.

4.7. The User shall verify the amount to be paid for the Order immediately after completing the Order. If the User has any objection as to the amount, he/she shall contact DiDi immediately. Telecommunications services and related charges incurred for the use of DiDi Food are provided and charged by telecommunications operators and not by DiDi.

## **5. *Indemnification***

By using the DiDi Food Services, the User agrees to indemnify DiDi for any and all claims, costs, compensation, losses, debts and expenses, including, but not limited to, attorneys' fees and court costs and expenses arising out of or related to the following (hereinafter, a "Wrongful Act"):

- a. If the User breaches or violates any provision of these Terms and Conditions or any applicable law or regulation (regardless of whether or not any mention thereof has been made herein);
- b. If the User violates third party rights;
- c. If the User abuses DiDi Food or the Services.

## **6. *Local Regulatory Restrictions***

6.1. DiDi Food is not directed to any person in any jurisdiction in which (by reason of nationality, residence, location or otherwise) access to, use or availability of DiDi Food is prohibited or subject to any restriction or prohibition, including registration or other requirements within such jurisdiction. DiDi reserves the right to limit access to DiDi Food to any such person. Persons accessing DiDi Food do so on their own initiative and are responsible for complying with applicable local laws and regulations. DiDi shall not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of duty under law or otherwise, even if foreseeable, relating to or arising out of or in connection with the use of DiDi Food by a person in

a jurisdiction where access to, use or availability of DiDi Food is prohibited or subject to any restriction. In case of doubt, the User should obtain independent legal advice.

## **7. *No Warranties***

7.1 DiDi and its affiliates provide, and the User accepts, the Services on DiDi Food and on the relevant DiDi websites in the state in which such services are provided and on the basis of their availability. DiDi and its affiliates do not warrant or guarantee that access to or use of the Services or DiDi Food will be uninterrupted or error-free. DiDi and its affiliates operate as a mobile application provider that allows Users to arrange and schedule Delivery Services, and make no representations, warranties or guarantees regarding the actions or omissions of the Stores and/or Delivery Users. The User is advised to take reasonable precautions with respect to interactions with third parties with whom he or she interacts when making use of the Services and DiDi Food. DiDi and its affiliates do not represent or warrant the safety of items received by Users of the Delivery Services. Finally, DiDi and its affiliates are not responsible for any acts resulting from the actions or omissions of Users, Delivery Users, Stores, commercial establishments or suppliers (and their staff) or third parties.

7.2. No warranty of any kind, either express or implied, is given with respect to DiDi Food or the material published on the application, including, but not limited to, the content.

## **8. *Limitation of DiDi's Liability***

8.1. The information provided and the Services recommended to the User on DiDi's websites or on DiDi Food are solely for the User's reference. DiDi shall make a reasonable effort to ensure the accuracy of such information. However, DiDi does not guarantee that the same - including information about the Stores, commercial establishment or suppliers - is free of errors, defects, malicious software or viruses.

8.2. Each Store is responsible for the Products, availability, images, costs and other important information contained in its menus or data. Therefore, DiDi shall not be liable for any damages that may result from the information published by the Stores.

8.3. DiDi shall not be liable for any damage resulting from the use (or the impossibility of use) of DiDi's or DiDi Food's websites. Likewise, DiDi shall not be liable for any damages resulting from the use (or the impossibility of use) of the electronic communication tools of the DiDi or DiDi Food websites, including, but not limited to, damages caused by transmission failures, Internet malfunction or delay in electronic communications; interception or manipulation of these by any third party; computer programs used for electronic communication and virus transmission; electrical system failures; strikes or other labor disputes, riots, insurrections, revolts; earthquakes, fires, floods, storms, explosions or wars; governmental actions, orders of judicial or administrative authorities, or force majeure or omission of third parties.

8.4. DiDi shall not be liable for any lost profits, indirect, consequential, special, exemplary, punitive or incidental damages, including loss of profits, loss of data, personal injury or property



damage relating to or otherwise resulting from any use of the Services, regardless of the negligence (whether active, affirmative, sole or concurrent) of DiDi, even if DiDi has been advised of the possibility of such damages.

8.5. DiDi does not warrant the accuracy, completeness, adequacy or reliability of the information and content contained in DiDi Food or on DiDi's websites, including, but not limited to, text, images, data, opinions, web pages or links, despite reasonable efforts to provide, to the extent possible, accurate, complete and complete information. DiDi is not responsible for any errors or omissions and makes no warranties, express or implied, to the User.

8.6. The User understands and acknowledges that DiDi Food is only a platform that allows Users to purchase Products from selected Stores or commercial establishments by placing Orders through DiDi Food. Furthermore, the User understands and acknowledges that DiDi Food processes a large amount of information on the internal server based on the Users' Orders in order to provide this information to the Delivery User so that the latter, in turn, can provide the Delivery Services. Subsequently, the Delivery User in charge provides the User with the Offline Delivery Services. In this respect, the User acknowledges that it is the responsibility of the Shops and commercial establishments to provide the Products, while the Delivery User is responsible for providing the Delivery Services. Consequently, the User acknowledges that it is the responsibility of Delivery Users and Shops:

8.6.1. In accordance with the laws applicable to the provision of their Services, deal with claims, warranty requests, returns, cancellations, cancellations, retractions and reversals that are submitted by Users directly to the Delivery User and/or Stores or communicated through DiDi Food.

8.6.2. Arrange for the refund of money directly or through DiDi Food when requests for refund or cancellation are generated by Users and are appropriate, whether presented directly to the Distributor and/or Store User or communicated through DiDi Food.

8.6.3. In accordance with the laws applicable to the Delivery User and/or Stores, deal with claims from third parties on account of conduct attributable to them and which are presented directly to the Delivery User and/or Store or communicated through DiDi Food or communicated through DiDi Food.

and/or Store or communicated through DiDi Food.

## ***9. Authorization and License***

9.1. Subject to the User's compliance with these Terms and Conditions, DiDi grants the User a limited, non-exclusive and non-transferable license to download and install a copy of DiDi Food on a single mobile device owned or controlled by the User, with the understanding that the User's use of such copy of DiDi Food shall be solely for personal use.

9.2. The User may not: (i) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available to third parties the Services or the DiDi Food application or other applications in any way; (ii) modify or create derivative works, based on the

Services or the DiDi Food application or other applications; (iii) create Internet "links" to the Services, or "frame" or "mirror" the DiDi Food application or other applications on any other server or wireless or Internet-based device; (iv) reverse engineer or access the DiDi Food application or other applications in order to design or create a competitive product or service, design or create a product using ideas or graphics similar to the Services or the DiDi Food application or other applications, or copy any ideas, features, functions or graphics from the Services or the DiDi Food application or other applications; or (v) launch an automated program or script, or any program that may make multiple requests to servers per second, or that unduly hinders or obstructs the operation and/or performance of the Services or the DiDi Food application or other applications.

9.3. Likewise, the User shall not: (i) send spam or duplicate or unsolicited messages in violation of these Terms and Conditions and applicable laws; (ii) send or store material that is infringing, obscene, threatening, defamatory or otherwise unlawful or unlawful, including material that infringes the privacy rights of third parties; (iii) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or affect the integrity or operation of DiDi's websites, the DiDi Food application or the Services or the data contained therein; (v) nor attempt to gain unauthorized access to DiDi's websites, its applications, DiDi Food, the Services or related systems or networks.

9.4. DiDi shall have the right to investigate and prosecute any of the aforementioned breaches to the fullest extent permitted by law. DiDi may participate in and assist law enforcement authorities in claims and actions against any User who has breached these Terms and Conditions and assist law enforcement authorities in their actions against unlawful acts committed by the User.

9.5 If DiDi determines that any content violates these Terms and Conditions or otherwise harms the DiDi Websites, DiDi Food and/or related Services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice to the User.

## ***10. Intellectual Property***

10.1 DiDi and its affiliates own the intellectual property rights to all content distributed on DiDi Food, including, without limitation, the software provided and related products or services, and such intellectual property rights are protected by law. The lack of a statement of ownership in certain content does not imply that DiDi does not have ownership of the same or cannot enforce its rights over the same and the User shall respect the legitimate rights and interests of the owner and shall use such content lawfully in accordance with applicable laws and regulations and the principle of good faith.

10.2 Without the written consent of DiDi, no natural or legal person shall use, copy, modify, make extracts from, include with other products for use or sale, link or transmit via hyperlink, store in an information retrieval system or use for any other commercial purpose any part of the software, of the products or services, information or words mentioned above in any form under any circumstances whatsoever, except for downloading or printing for personal non-commercial

use, it being understood that no modification shall be made to the foregoing, and that the copyright or other proprietary statement contained therein shall be retained.

10.3 The trademarks and logos (hereinafter collectively, the "Trademarks") used and displayed in the Software shall constitute the registered and unregistered Trademarks of DiDi and its affiliates in the delivery services contracting industry and related fields, which are protected by law. No person shall use the denominations "DiDi", "DiDi Chuxing", "DiDi Food" or similar names, as well as the Trademarks in any form without the prior written consent of DiDi.

10. 4. If the User prints, copies, downloads, modifies or links to any of the content available through the DiDi Food websites or application in breach of these Terms and Conditions, the User's right to use the Company's websites and the DiDi Food application and other applications may be immediately suspended or terminated and the User shall, at the Company's discretion, return or destroy any copies made (in electronic or any other form) of the materials.

10.5. The intellectual property rights of the entire content published by the Stores and commercial establishments on DiDi Food (information, trademarks, slogans, images and menus) belong to each Store or commercial establishment, with the understanding that such intellectual property rights are protected by law. The fact that there is no declaration of ownership in certain contents shall not be understood as an omission by DiDi. For its part, the User shall respect the rights and interests of the owner and shall use such contents of the latter in accordance with the laws and regulations applicable in its jurisdiction and the principle of good faith.

## ***11. Third Party Services and Links***

11. 1. During the use of the relevant web pages and applications, DiDi may provide the User with links or hyperlinks to websites or applications belonging to and controlled by third parties, in order to facilitate the User's communication, purchase of products or services, or participation in promotional activities offered by such third parties. By clicking on such links, the User will leave the DiDi or DiDi Food website and visit websites or applications hosted by such third parties, which are beyond DiDi's control, and where such third parties have developed their own terms, conditions and privacy policies. Therefore, DiDi shall not be responsible for the content or activities of such websites or applications, nor shall DiDi assume any obligation to the User in this regard. It is the sole responsibility of the User to fully understand the content and activities of such websites or applications and the User shall assume sole legal responsibility and risk arising from the User's browsing or access to such websites and/or applications.

## ***12. Validity***

12.1 The present Terms and Conditions between the User and DiDi shall be in force from the moment the User accepts them, until they are modified and/or the relationship is terminated in accordance with their terms.

12.2 The Company shall determine, at its sole discretion, whether the User has committed Unlawful Acts. If the User commits any Unlawful Act, the Company may, in its sole discretion, take such action as it deems appropriate, including, without limitation, terminating these Terms and Conditions with the User and suspending the provision of the Services to the User, as the case may be.

12.3 If the User commits an Illicit Act, the Company shall have the right to collect compensation from the User in accordance with the law, for the damages caused, as well as to take any other measures against the User that may be appropriate.

12.4 Even if DiDi terminates these Terms and Conditions, the User shall comply with its payment obligations and shall be liable for any damages that may arise from such non-compliance.

12.5 DiDi is not obliged to give prior notice of termination of these Terms and Conditions. After termination, DiDi shall send the respective notice to the User, in accordance with these Terms and Conditions.

12.6 Regardless of whether DiDi terminates these Terms and Conditions, the User shall remain liable for any damage or harm that may arise from the breach of its obligations under these Terms and Conditions, including the commission of Unlawful Acts.

12.7 Even if these Terms and Conditions are cancelled, terminated or annulled, the provisions related to the User's intellectual property, confidentiality and liability obligations, as well as the provisions related to applicable law and jurisdiction, shall remain in force.

### **13. *Servicios y Enlaces de Terceros***

**13.1.** Durante el uso de las páginas web y aplicaciones relevantes, DiDi podrá proporcionar al Usuario enlaces o hipervínculos a sitios web o aplicaciones que pertenezcan y sean controlados por terceros, para facilitar la comunicación del Usuario, la compra de productos o servicios, o la participación en actividades promocionales que oferten tales terceros. Al hacer clic en dichos enlaces, el Usuario abandonará el sitio web de DiDi o DiDi Food y visitará los sitios web o aplicaciones alojados por dichos terceros, que están fuera del control de DiDi, y donde dichos terceros han elaborado sus propios términos, condiciones y políticas de privacidad. Por lo tanto, DiDi no será responsable del contenido ni de las actividades de dichas páginas web o aplicaciones ni asumirá obligación alguna al respecto frente al Usuario. Es responsabilidad exclusiva del Usuario comprender completamente el contenido y las actividades de dichos sitios web o aplicaciones y éste asumirá exclusivamente la responsabilidad legal y los riesgos derivados de su navegación o acceso a dichos sitios web y/o aplicaciones por parte suya.

### **14. *Force Majeure***

14.1. In the event of a force majeure event, the affected party may suspend, temporarily, the performance of its obligations under this instrument until the effect of such force majeure event has ceased; provided, however, that such party shall make its best effort to try to resolve such

event and mitigate the losses. The term force majeure refers to any unforeseeable and unavoidable event (even if foreseeable) beyond the control of the parties that prevents, affects or delays the performance of all or any of their obligations hereunder. Such events include, but are not limited to, earthquakes, war, changes in laws, regulations and governmental policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

## ***15. General Provisions***

15.1. If certain terms of these Terms and Conditions are declared null and void, voidable or ineffective, but the other terms may remain valid and their enforceability is not affected, DiDi shall determine whether or not to continue to comply with such other terms.

15.2. The Parties expressly acknowledge and accept that the electronic signature method used by the User to accept the present Terms and Conditions is valid and capable of guaranteeing the authenticity, integrity and non-repudiation of the content of the present Terms and Conditions. Consequently, the Parties agree that the electronic signature used by the User to accept the Contract and the present Terms and Conditions shall have, for all legal purposes, full validity, compliance and admissibility, under the terms of the Law.

15.3. DiDi may deliver a notice by publishing a general notice on its websites and/or DiDi Food or by sending an e-mail or text message to the e-mail address or cell phone number registered in the User's Account information. Notices, which may be posted from time to time, shall constitute part of these Terms and Conditions.

15.4. The User shall not assign any of the rights under these Terms and Conditions without DiDi's prior written consent.

15.5. These Terms and Conditions have been drawn up in English and Spanish. In the event of any contradiction or inconsistency between these versions, the English version shall prevail.

15.6. DiDi Food's Privacy Notice and the DiDi and DiDi Food Community Guidelines are part of these Terms and Conditions.

## ***16. Applicable Law***

16.1. These Terms and Conditions shall be governed by the laws applicable in Singapore. Any dispute, claim or controversy arising out of or relating to the breach, termination, resolution, performance, interpretation or validity of these Terms and Conditions, or the use of the Website or DiDi Food, shall be submitted to the jurisdiction of the Centre for International Arbitration Singapore ("CAIS") in accordance with the CAIS Arbitration Rules in force, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties, except in respect of manifest error. The costs of the arbitrator shall be borne equally between the Parties or as directed by the arbitrator. The User hereby expressly and irrevocably waives any other

jurisdiction to which it may be entitled by virtue of its respective domicile, whether present or future.