

E-COMMERCE TERMS & CONDITIONS

1. Identification Details

These general terms of use and legal information (hereinafter, the “General Terms”) apply to the website of GlovoApp B2B, S.L. (hereinafter, “Glovo”), whose domain is www.glovostore.com, and to all its related sites or sites linked to by Glovo from the domain, as well as its subsidiaries and associates, including Glovo’s websites worldwide (hereinafter and collectively, the “Site”). The site belongs to Glovo. By using the site, you agree to these terms of use. If you do not agree, please refrain from using it.

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

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

- Company name: Glovapp Kenya, LLC
- Registered address: The Mirage, Tower 3, 1st Floor, Suite 1, Nairobi
- Tax Identification Number (CIF): P051739866F

2- Terms of Use:

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

3. Products and Services

GLOVO offers through the site, for purchase by Users, the products present on the page, which are regularly updated by GLOVO based on their availability. Users can check live which products are available by using the catalogue provided on the Platform.

As well as products, Glovo offers Users the option to use other services available on the page, which might be provided by Glovo or third parties.

The User expressly recognizes that if they request certain services provided by third parties on the side, they will be governed by the third parties’ terms and conditions, and Glovo takes no responsibility.

The User might pay a fee for the activation of their Glovostore account that includes certain services subject to availability.

4- Access and Registration for Users

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

- You must be at least 18 years of age.
- You must truthfully complete the mandatory fields of the registration form requesting personal details (name, country and email) and when they place an order (phone number, delivery address, billing details and bank card number).
- You must agree to these Terms of Use and Contracting.
- You must agree to the Privacy and Data Protection Policy.
- You must agree to the Cookie Policy.

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

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

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

4.1 Profile

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

With regard to bank card details, it is hereby specifically stated for the record that GLOVO does not store the data provided by Users, which is processed by the payment processor Adyen, with which GLOVO has a commercial agreement in place for the processing of payments for products purchased through the Site.

4.2. Credit Card Theft or Appropriation

Since Glovo is unable to guarantee the identity of registered Users, Users are under an obligation to inform Glovo if they have any evidence that the credit card associated with their Glovo profile has been stolen and/or is being fraudulently used by a third party. This means that, if a User fails to inform Glovo of such appropriation, Glovo will accept no liability for any fraudulent use of the User's account that may be made by any third parties, as Glovo and its payment platform act proactively to protect Users by means of appropriate security measures. Glovo suggests that Users report any theft, appropriation or suspected misuse of their credit card to the appropriate police authority.

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

5. Prices, Term and Payment Methods

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

In order to pay, Users must follow each and every one of the instructions that will appear on screen and provide the following information: a) card number; b) card expiry date; and c) any other information requested on screen. All information furnished for these purposes is encrypted in order to ensure maximum security. The information entered by Users is hosted on a secure server belonging to Adyen. Glovo also states that it does not store the payment details provided by Users through the payment gateway in any event.

In certain cases, Users may choose an alternative payment method and pay by bank transfer. In such cases, Glovo shall issue a monthly invoice covering all the orders of the month to which it relates, and the User must pay by bank transfer, without having to provide any of his or her credit/debit card details, within ten (10) days from the date of receipt of the invoice.

As provided in the Consolidated Text of the Consumer and User Law (Texto Refundido de la Ley de Consumidores y Usuarios), Glovo shall deliver the goods purchased by the User at the Buyer's address provided for this purpose in the order form, within the agreed time and in any event within thirty (30) calendar days from the date on which

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the order was placed. The shipping costs applicable to each order shall be borne by the Buyer.

The delivery time shall be as expressly stated for each product and shall always be deemed to refer to business days, counting from the date of confirmation of the order by Glovo.

If the User receives an incomplete order, Glovo will deliver the missing products within 7 days from the order delivery date. If Glovo cannot complete the order within this time, the User will be reimbursed the value of the products that Glovo has not been able to order.

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

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

In the event of a dispute, Glovo shall provide first-line support and may, at its discretion, make a gesture of goodwill by reimbursing the user with a voucher if deemed appropriate.

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

6. Cancellation Product Returns

Any Customers wishing to return a product or make a complaint must contact the customer service department at infoglovostore@glovoapp.com.

Provided that this is permitted by the nature of the good purchased, Users have 15 calendar days to cancel the sale and purchase. The 15-day period established in the preceding paragraph shall be calculated from the Buyer's receipt of the purchased goods. The Buyer shall in any event be deemed to have been aware of the cancellation right from the moment he or she entered the Site, which requires its users to read and accept these General Terms, and in any event from the moment of placing the order. Order returns must be processed through Customer Service in order to arrange the collection of the order from the Buyer's address or the appropriate return. GLOVO shall refund the amounts received by means of a credit, but the Buyer shall bear the direct

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costs of returning the goods, as provided in the Consolidated Text of the General User and Consumer Defense Law (Ley General para la Defensa de los Consumidores y Usuarios), within a maximum of 14 calendar days from the date of the Buyer's notification of the decision to cancel the contract. In cases of returns of goods purchased by a customer, the collection costs shall be borne by the said party. Such costs shall be equal to the shipping costs applicable to the delivery of the goods. Notwithstanding all of the foregoing, the right of cancellation and/or termination will not apply in cases in which it is impossible to carry it out due to the nature of the goods purchased. However, this is without prejudice to the ability to make an appropriate claim for damages and to cases in which the following conditions are not fulfilled:

- The product must be in perfect condition (with all the original packaging, cork protection, documents and plastic covers), and with no damage other than that resulting from the handling of the goods in order to establish their nature, characteristics or operation.
- The product must include all its accessories and ancillary items, such as its remote control, battery, software, stand, case, manual and documents where applicable.
- No returns of products with a short expiry date or that are subject to rapid deterioration will be accepted.
- No returns of products that have been manufactured or created to order or tailored to the customer, customised products or similar will be accepted unless the returns are due to manufacturing defects or damage from transport.

You only need to complete and send this form if you wish to cancel the contract.

Send to:

I hereby inform you that I am cancelling my contract for the sale of the following good:

- *Order number:*
- *Order received on:*
- *User and consumer name:*
- *User and consumer address:*
- *User and consumer signature (only if this form is submitted on paper):*
- *Date:*

Any User wishing to return an order after the cancellation period must contact the support team. It is expressly stated that, in such case, GLOVO will be entitled to charge the User the cost of delivering and returning the products.

7. Promo Codes and/or Other Offers or Discounts

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

Whenever a cancellation is requested by Glovo, the promo code and/or other offer or discount will remain valid for future use by the Customer.

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

8. The User's Obligations

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

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

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

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

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

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

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

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

9. Deregistration by Users

Users may deregister from the Platform by sending a request to the e-mail address infoglovostore@glovoapp.com.

10- Glovo's Responsibility and Liability

Users are responsible for having in place the necessary services and equipment to browse the Internet and access the Platform. Users can report any incidents or problems accessing the Platform to Glovo using the contact channels made available to

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Users, and Glovo will analyze the incident and instruct the User on how to resolve it as quickly as possible.

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

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

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

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

11- Intellectual Property

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

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

Authorizing a User to access the Platform does not imply the waiver, transfer, licensing or full or partial assignment by Glovo of any intellectual or industrial property rights. Deleting, bypassing or in any way tampering with the contents of the Glovo Platform are all prohibited. In addition, modifying, copying, reusing, exploiting, reproducing, publicly communicating, making second or subsequent publications of, uploading files, sending by post, transmitting, using, processing or distributing in any way all or some of the contents included in the Glovo Platform for public or commercial purposes are

also prohibited, save with Glovo's express written authorization or, where applicable, that of the owner of the rights concerned.

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

12- Severability

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

13- Applicable Law

The relationship between GLOVO and each User shall be governed and construed in accordance with the General Terms, whose construction, validity and enforcement shall be governed by Spanish law; and any disputes shall be submitted to the Courts of Barcelona.

14- Alternative Dispute Resolution

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