

## **Terms and Conditions – FreeReach B.V.**

### **Article 1 – Definitions**

In these terms and conditions, the following definitions apply:

- **FreeReach B.V.:** the service provider supplying software to delivery and takeaway restaurants.
- **Customer / Restaurant:** the counterparty of FreeReach B.V. using the software and/or services.
- **Agreement:** the contract between FreeReach B.V. and the customer regarding the provision of software and/or services.
- **Services:** all products and services provided by FreeReach B.V., including (but not limited to): POS software, ordering website, mobile app, online payments, customer management, and supporting hardware.
- **Software:** the applications and systems provided by FreeReach B.V.
- **Terms and Conditions:** these present conditions, applicable to all legal relationships between parties.

1.1 These terms apply to your access to and use of the software, applications, extensions, and other products and services offered through or on behalf of the Wholesale Portal (B2B), Food Ordering (B2C), FreeReach B.V. Portal (My Portal), and Payment Providers/POS systems (our “Services”).

1.2 Please note that FreeReach B.V.-related products and services are intended solely for commercial use. You acknowledge that your use is as a representative of a business (as defined under applicable law) and not as a consumer.

### **Article 2 – Applicability**

2.1 These terms and conditions apply to all offers, quotations, agreements, and deliveries by FreeReach B.V., unless agreed otherwise in writing. 2.2 These terms are an integral part of every agreement between FreeReach B.V. and the customer. 2.3 The applicability of general (purchase) conditions of the customer is expressly rejected, unless agreed otherwise in writing. 2.4 If any provision of these terms is null or voided, the remaining provisions remain fully effective. 2.5 Deviations from these terms are only binding if agreed in writing. 2.6 FreeReach B.V. reserves the right to unilaterally amend these terms. The customer will be notified in a timely manner.

### **Article 3 – Formation of the Agreement**

3.1 The agreement is established when:

- A quotation is accepted by the customer in writing (including via email);

- The customer gives verbal or telephone approval, confirmed by FreeReach B.V.;
- The customer registers via the FreeReach B.V. website;
- FreeReach B.V. begins actual execution of the services.

3.2 FreeReach B.V. may revoke an offer or quotation within 48 hours of acceptance. 3.3 Obvious errors or mistakes in quotations or pricing do not bind FreeReach B.V. 3.4 Electronic communication (such as email) serves as written evidence unless proven otherwise. 3.5 FreeReach B.V. reserves the right to refuse any request or customer without providing a reason. 3.6 You may only use our Services if you are legally capable of entering into a binding agreement. In other words: if you are under 18 years of age (or have not reached the age of majority in your jurisdiction), you may only use our Services under the supervision of a parent or legal guardian who agrees to the Agreement.

#### **Article 4 – Termination and Dissolution**

4.1 The customer is in default if the agreement is not fulfilled timely or completely. 4.2 In such cases, FreeReach B.V. has the right to:

- Fully or partially dissolve the agreement;
- Immediately suspend services already delivered;
- Demand outstanding payments immediately.

4.3 FreeReach B.V. may terminate the agreement immediately if:

- The customer is bankrupt or applies for suspension of payment;
- The customer seriously breaches the agreement;
- The customer's assets are seized.

4.4 Upon termination, invoiced amounts will not be refunded.

#### **Article 5 – Offers and Quotations**

5.1 All offers are non-binding unless stated otherwise. 5.2 Quotations are valid for 30 days unless otherwise indicated. 5.3 Specifications mentioned in quotations are indicative and may vary. 5.4 FreeReach B.V. is not bound by obvious errors or omissions in offers.

#### **Article 6 – Execution of the Agreement**

6.1 FreeReach B.V. will execute the agreement to the best of its ability (best-effort obligation). 6.2 Delivery of goods or hardware occurs at the moment of handover to the customer or carrier. Risk transfers upon delivery. 6.3 Services are considered delivered once the customer uses them or upon written delivery confirmation by FreeReach B.V.

6.4 Stated delivery times are indicative and not strict deadlines. 6.5 Changes to the agreement may affect scheduling and delivery time.

## **Article 7 – Prices**

7.1 All prices are exclusive of VAT and other levies unless stated otherwise. 7.2 Prices are based on the cost level at the time of the quotation. In case of cost changes (e.g., wages, exchange rates), FreeReach B.V. may adjust prices. 7.3 If prices increase by more than 30%, the customer may dissolve the agreement within 8 days of notification.

## **Article 8 – Payment and Settlement**

8.1 The customer receives weekly payouts for online paid orders, if applicable. 8.2 FreeReach B.V. depends on third parties (banks, PSPs) for timely payouts. 8.3 The customer is responsible for verifying the provided bank account number. 8.4 FreeReach B.V. may offset outstanding invoices against payouts to the customer. 8.5 The customer agrees to direct debit for outstanding amounts and refunds. 8.6 Complaints about invoices must be submitted in writing within 30 days. 8.7 Chargebacks on credit card payments will be passed on to the customer, including associated costs.

## **Article 9 – Warranty**

9.1 Warranty on services or products applies only if explicitly confirmed in writing. 9.2 Warranty entails: repair or replacement, at the discretion of FreeReach B.V. 9.3 Warranty becomes void in cases of:

- Improper use;
- External damage;
- Modifications by the customer or third parties.

## **Article 10 – Complaints and Returns**

10.1 Complaints must be submitted in writing and with justification within 14 days of delivery. 10.2 FreeReach B.V. does not accept returns without prior approval. 10.3 Unfounded complaints may result in investigation costs being charged to the customer.

## **Article 11 – Retention of Title**

11.1 All delivered products remain the property of FreeReach B.V. until the customer has fulfilled all payment obligations. 11.2 The customer may not pledge or resell these products outside the normal course of business. 11.3 In case of payment default, FreeReach B.V. may reclaim its property.

## **Article 12 – Maintenance and Availability**

12.1 FreeReach B.V. does not guarantee uninterrupted availability of software or systems. 12.2 For scheduled maintenance, FreeReach B.V. will notify the customer in

advance where possible. 12.3 The customer cannot claim compensation for service interruptions.

### **Article 13 – Force Majeure**

13.1 In the event of force majeure (such as power outages, pandemics, DDoS attacks, etc.), FreeReach B.V. may suspend obligations or terminate the agreement. 13.2 Force majeure suspends all obligations without entitling the customer to compensation.

### **Article 14 – Liability**

14.1 FreeReach B.V. is not liable for any direct or indirect damages, unless caused by intent or deliberate recklessness. 14.2 The customer is responsible for the accuracy of entered data such as opening hours, prices, delivery areas, etc. 14.3 If liability is accepted, it is limited to:

- The amount of the relevant invoice, or;
- The amount paid out by the insurer.

14.4 FreeReach B.V. is never liable for consequential damages such as loss of revenue or reputational damage. 14.5 The customer indemnifies FreeReach B.V. against claims from third parties. 14.6 If the software is unavailable for 48 hours or more, the customer may terminate the agreement immediately. Subscription fees for that month will then be refunded.

### **Article 15 – Data Processing and Third Parties**

15.1 FreeReach B.V. may store customer data and order information for the execution of the agreement. 15.2 Data from the restaurant's customers is stored in a secure system, used solely for administrative and technical purposes. 15.3 Anonymized data may be used for statistical purposes, in accordance with the privacy policy.

### **Article 16 – Applicable Law and Disputes**

16.1 All legal relationships between FreeReach B.V. and the customer are governed exclusively by Dutch law. 16.2 Disputes arising from or related to the agreement or these terms and conditions will be submitted exclusively to the competent court in the district where FreeReach B.V. is legally established, unless mandatory law dictates otherwise. 16.3 Parties will only appeal to the court after making every effort to resolve the dispute amicably.

### **Article 17 – Responsibility of Visitors and Users**

We have not reviewed and cannot review all content (such as text, photos, videos, audio, code, software, items for sale, and other materials) posted or made available by users or others through our Services ("Content"), or on websites linked to or from our

Services. We are not responsible for the use or consequences of Content or third-party websites. For example:

- We have no control over third-party websites.
- A link to or from our Services does not imply endorsement of any external website.
- We do not endorse Content and make no guarantees that Content is accurate, useful, or harmless. Content may be offensive, indecent, or objectionable; contain technical inaccuracies, typographical errors, or other mistakes; or infringe on privacy rights, publicity rights, intellectual property rights, or other proprietary rights of third parties.
- You are fully responsible for the Content available on your website and any resulting damages. It is your responsibility to ensure that the Content on your website complies with applicable laws and the Agreement.
- We are not responsible for damages resulting from accessing, using, purchasing, or downloading Content by anyone, nor for damages resulting from third-party websites. You are solely responsible for taking necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- All Content offered for sale through our Services is entirely the responsibility of the seller. You must contact the seller directly for any damages resulting from your purchase or use of the Content.
- We are not a party to, and bear no responsibility or liability for, any communication, transaction, interaction, or dispute between you and the provider of Content.

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