

Just Eat General Conditions

Last updated 10 March, 2022

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I. General Conditions for Just Eat Services

VERY IMPORTANT NOTE On this page appear the General Conditions of Service (hereinafter the "CGPS") which apply to any order of products food to deliver or take away (hereinafter an "Order") placed by a consumer or professional client (hereinafter the "Client", "Customer" or "You") on the website www.just-eat.fr and on a mobile application giving access to the website (hereinafter the "Website") of EAT ON LINE (hereinafter "We", "Our" or "Just Eat"). Thank you for understanding CGPS before placing an Order on the Website. By ordering on the Website, You expressly and unconditionally accept that the CGPS will govern our contractual relationship and this to the exclusion of your possible general conditions of purchase.

At any time and without notice, We reserve the right to modify these CGPS. The applicable CGPS are and remain those in force at the date the Client places his or her Order.

These CGPS will apply regardless of the mode of access to the platform and regardless of its version (this including in particular any mobile website, mobile application, affiliated website or attached website, website mirror or duplicate that could be developed).

1. INTRODUCTION / OUR ROLE

1.1 EAT ON LINE is a simplified joint-stock company with a single partner, with a capital of 66,128 Euros, registered in the Paris Trade and Companies Register under number 417 630 514, whose head office is located at 2 ter, rue Louis Armand - 75015 Paris.

1.2 Our VAT number is FR75417630514.

1.3 Order of Products: We act as a technical intermediary and allow partner restaurants, referenced on our Website (hereinafter the "Restaurants"), to market on our Website meals to deliver and / or take away (the "Products") to Customers wishing to place an Order. The contract for the supply and purchase of the Products is concluded between You and the Restaurant from which You place an Order.

2. YOUR STATUS

- 2.1 Legal capacity, age: To place an Order on the Website, You must have:
- the capacity for enjoyment and exercise to contract with Restaurants;
 - 18 years old.

2.2 You acknowledge and agree that if You have a specific food allergy or intolerance, it is your responsibility to review any allergen information provided on the Website and only place an order if You are comfortable that the relevant menu item is suitable for your specific requirements.

2.3 Orders relating to alcoholic drinks:

In accordance with article L.3342-1 of the Public Health Code, the sale of alcoholic drinks to minors is prohibited.

It is recalled that alcohol abuse is dangerous for health and that alcohol is to be consumed in moderation.

Any Order placed on behalf of a minor, or in his name, and containing one or more alcoholic drinks will be refused if We are aware of it. If You placed an Order and are a minor, the delivery person will not deliver the part of Your Order that consists of alcoholic drinks and You will be paid back for the corresponding amount. It is Your responsibility to comply with the applicable provisions in the matter and, where applicable, their violation engages your responsibility. In addition, proof of identity will be requested upon delivery and / or provision of alcohol-based products.

3. **PLACING AN ORDER**

3.1 Placing an Order: Ordering via the Website involves the following steps:

- You enter your address, then click on "Show";
- You choose from which Restaurant You wish to Order, then the Products You wish to order as well as their quantity and click on "Order";
- The basket summarizes the selected Products as well as their quantity and the total amount of the Order. You can, if You wish, modify the quantities;
- You enter the delivery address (as precisely as possible), then select the method of payment, and click on "Order and Pay" by clicking this button you agree with the contents of the shopping cart, the data You filled out, our privacy notice and general terms.
- You proceed to payment.

When the payment centre has given its agreement, We confirm to You, by email, the acceptance of your Order and the conclusion of the contract with the Restaurant. This email includes a summary of the Order, as well as these CGPS. We recommend that You keep the electronic mail and the CGPS in paper or electronic format.

3.2 Modify or cancel an order: Pursuant to article L.221-28 4 ° of the Consumer Code, the Products subject to the Order, being perishable goods, You have no right of withdrawal. You therefore do not have the possibility to cancel the Order after confirmation of it by the Restaurant. Refer to articles 3.4. and 4.6. for cancellation of orders by the "Restaurant" and for reimbursement.

You can also not correct the Order after confirmation of it by the Restaurant: You can nevertheless immediately contact our Customer Service who will contact the Restaurant to try to obtain their agreement on a cancellation or modification of the Order placed before its processing. It is however recalled that this is not an obligation of result borne by Just Eat.

3.3 Payment authorization: The Order is only final after authorization by the payment centre and receipt by the Customer of the email informing him of the acceptance of his Order. No delivery of the Products will take place without payment.

3.4 Acceptance of the Order by the Restaurant: As soon as your Order is confirmed on the Website, it will be transmitted to the Restaurant. The latter may refuse an Order, for legitimate reasons, in accordance with article L121-11 of the Consumer code (e.g. if You order alcohol without demonstrating the fact that You are older than 18.. In this case, You will not be charged for the price of your Order. Note that any order confirmation message from Us, or any payment confirmation confirms that the contract for the supply of Products is concluded with the Restaurant but does not imply that the Restaurant started preparing the Order. Our policy is to obtain the execution of the Order by the Restaurant, as soon as possible and We will inform You as quickly as possible of the status of the Order. However, please note that this information depends on the Restaurant. In the event that the Restaurant does not fulfil the accepted Order, You will be reimbursed for the sums paid within a maximum of 7 days (without prejudice to any other compensation You may claim) and the Restaurant will be considered to be in breach of the contract which binds You to it. Any payment under this Order will be refunded in accordance with article 4.6.

3.5 Delivery location: by selecting to have your Order delivered, you are confirming that you will be present at the delivery address you indicated in order to receive the Order. If you are not present at the delivery address when the Order is delivered, and the Order is being delivered by us (rather than the Restaurant itself) we will contact you in order to determine where to leave the Order. If we are unable to contact you, we may, if possible, leave the Order at a location close to the delivery address. We will not be responsible for the Order (including the quality or safety of the contents of the Order when you find it) after delivering the Order. Please note that when the Restaurant is delivering the Order itself, rather than using our delivery services, the Restaurant will decide whether to leave the Order outside the delivery address if you are not present.

3.6 Delivery time: We use all reasonable means to guarantee delivery or making the Order available within the average time indicated on the Order confirmation, being understood that the delivery time can never exceed 60 minutes as from the end of the average time indicated in the Order confirmation. If delivery is later than the average delivery time stated in the Order Confirmation and delivery within that time was essential for You, You may call Customer Services to cancel Your Order and receive a refund. You will also be offered to keep Your Order and get a commercial compensation.

3.7 After placing the Order, You may be able upon your sole discretion to tip a courier via the available online payment methods. The tip is intended for the couriers and cannot be considered as payment for our services. We will thereby only transfer the tip amounts. We will transfer the tip to the couriers in case those are directly engaged by us. In case a courier is not engaged by us, We transfer the tip to the party that engages the courier and obliges that party to pay-out the tip to the courier. In such cases, We cannot guarantee or be held responsible for the transfer of the tip to the courier. After You have received a confirmation of placing the tip, the tip cannot be refunded or returned.

4. PRICES, TERMS OF PAYMENT

4.1 VAT, administrative and delivery costs: Product Prices are those indicated on the Website and expressed in Euros. These prices include the VAT in force on the day of the Order. If We deliver the Order on behalf of the Restaurant, We may charge You delivery costs. Any cost of delivery and all administrative costs or costs related to payment fees which will be invoiced to You appear in the basket. We may apply an administrative fee of € 1.99 on any Order and these fees can be changed at any time, being understood that the administrative fees applicable to your Order are the fees indicated on the Website and visible to You in your basket before placing your Order. A receipt for the delivery fees and administrative fees where these fees were charged to You by Just Eat can be requested by contacting Customer Service. Invoices for Orders, including delivery fees when charged by the Restaurant, are issued directly by the Restaurant.

4.2 Price Error: The Website contains a large number of Products for a large number of Restaurants, it is therefore possible that errors may creep into the menus and their description. If the actual price is lower than the price displayed on the Website, and We become aware of it, We will apply the lowest price to You. If the actual price is higher than the displayed price, and We become aware of it, We will in any case apply the displayed price.

4.3 Payment methods: the authorized payment methods are payment or credit cards, PayPal payment, cash payment or payment by check or restaurant voucher, the latter three methods of payment being possible only when the selected Restaurant owner accepts it.

4.4 Payment by payment or credit card and by check: If You decide to pay by payment or credit card or by check, the Restaurant may ask You to present the payment card and any identity document in case of payment by check or card for a payment of more than 15 €. In the event of payment by credit card, depending on the conditions of debit to your account and payment process, the actual debit from your bank account may not be immediate. It is your responsibility to verify your statements.

4.5 Promotional or reduction vouchers: Such reduction vouchers or the use of promotion codes recognized by the Website may make it possible to benefit from reductions on Orders. Refer to the General conditions of vouchers for further information.

4.6 PayPal: Due to current banking practices, at the time of online payment by PayPal, your bank can isolate from your funds available in your account the amount corresponding to the payment to be made. In case of cancellation of your Order for whatever reason, this sum will be available on your bank account again according to deadlines which vary but in principle from 3 to 5 working days and which depend on the bank. Whatever this deadline, neither We nor the Restaurant are responsible for the damage suffered as a result of this withdrawal from the Customer's bank account in the event of the Order being cancelled.

4.7 Restaurants have the right to refuse any Order for legitimate reasons and in particular in the event of a dispute with the Customer over the payment of a previous Order, payment or fraudulent attempted payment or an abnormal

request from the Customer.

5. CUSTOMER SERVICE

5.1 General: The satisfaction of our customers is very important. Our Customer Service will implement, to the extent of its faculties, all conceivable and reasonable actions in order to satisfy You. Customer Service can also be reached:

- By email: info@just-eat.fr
- By phone: 0033186919690 (number not surcharged - price of a local call);
- By mail: Eat Online - 2 Ter rue Louis Armand - 75015 PARIS

5.2 Information on orders being processed: In case of delay or for any other question relating to your Order, You can contact Customer Service who will get in touch with the Restaurant in order to try to bring You all satisfaction.

5.3 Intervention with a Restaurant: As indicated in article 3.3., In the event of a request for modification of an Order validated by the Restaurant, Customer Service will seek the agreement of the Restaurant on the modification of the desired Order by the Customer. However, the Restaurant remains free not to grant this request for any Order for which it has already started to prepare.

5.4 Opinion or complaint: In the event that You are not satisfied with the quality of the Products or the service of the Restaurant, You have the option to send Us your comments using the rating form, comments and observations available on the Site internet (together the "Review"). These Reviews are an important guarantee of our quality control of the services received. As such, any Reviews posted on the Website must comply with section 7 of the General Conditions of Use accessible below.

5.5 Compensation: If You are not satisfied with the service of a Restaurant and wish to benefit from a reduction, a refund or any compensation, You must inform Customer Service within a reasonable time and at the latest within 48 hours of the delivery / provision of the Order. This service will assist You in your requests. If your complaint is legitimate and You have an order number, our Customer Service may decide to grant You, on a commercial basis and without this be systematically deemed an acknowledgment of responsibility on our part, compensation. However, note that the contract for the supply and purchase of the Products is concluded between You and the Restaurant from whom You place an Order.

6. CASE OF EXCLUSION OF OUR RESPONSIBILITY

6.1 General reservation on the Information available on the Website: We must provide exact information, but when the information is provided by Restaurants, We cannot guarantee that it is true, nor is it complete. We are liable should We be aware of incomplete or inaccurate information and not act promptly to correct it. We can modify at any time and without notice, the presentation of this information, the functioning of the Website, the content of our services, Products and their prices and Restaurants can at any time modify the Products they offer and their prices, being understood that the information and prices applicable to your Order are those displayed on the Website at the time of your Order. Customer Reviews in no way constitute objective information which We have verified and which is binding on Us.

6.2 Allergy information, dietary information and other menu information: When a restaurant becomes a Just Eat partner, it is required to provide us with all up-to-date information on the menu offered. We indicate this information on its dedicated page on our Website and app. When these menu details contains allergy-related or other dietary information or other information about these foods, and when the Restaurant has provided this information, the information provided on our Website and app is exactly as provided by the Restaurant in accordance with applicable laws in the country in which the Restaurant is established. Restaurants are required to update their menu details when any changes are made. We send regular automatic requests to Restaurants to ensure they verify and keep up to date the information on their menu but cannot ensure that all Restaurants have complied with our request and that the information is up to date and complete at all times. If You, or the person for whom You are ordering, are sensitive to food allergies or , intolerances it is your responsibility for checking the menu details for that Restaurant on the Website prior to placing an order with it, to make sure that any menu item chosen is suitable for your specific requirements or if You have other dietary questions (whether for yourself or for a person for whom You are ordering), We advise You to contact the restaurant directly to check if the chosen product is suitable for You and presents no problem in order to be able to place your order directly with them. It is important that You contact Customer Services in the event that You have any doubt, who can in turn contact the restaurant that prepares your meal directly, so that You can ensure that your order and the products requested are suitable for You and do not present any risk to your health. Restaurant partners take sole responsibility for the accuracy of all menu information made available on the Website and We do not review nor control this information. To the extent there is a box entitled "leave a note for the restaurant" during your order process, please do not use this box to provide details of any food allergies or intolerances.

6.3 Action and Omission of Restaurants: We act as a mere intermediary and are responsible only for the organization of the placement of Orders, of their delivery when We organize it and, in most cases for the processing of payment. We are not responsible for the services You receive from Restaurants. By using our ordering service You irrevocably and firmly accept that:

- We do not guarantee the quality, suitability and / or edibility of the Products supplied by the Restaurant;

- We insist with Restaurants so that they systematically accept and execute all Customer Orders and that they quickly confirm these (or their refusal), without any guarantee of any confirmation times; and We quickly send You their acceptance or refusal by telephone or e-mail.

- None of the foregoing provisions deprive the Customer of the rights of legal origin which are his vis-à-vis the Restaurant or Ourselves, including the right to hold the Restaurant liable if it does not perform the Order, or hold Us liable if We fail to perform our own contractual obligations as an intermediary.

7. LIMITATION OF LIABILITY OF JUST EAT AND RESTAURATORS (APPLICABLE ONLY TO PROFESSIONAL CLIENTS)

7.1 General: No clause herein may exclude or limit the liability for damage which would be generated by a false declaration, fraud, and in the event of fraud or which would be the consequence thereof. However, apart from these cases, any

indemnification action against Just Eat is limited in the terms of the articles below.

7.2 Express limitation of the amount of compensation: In the context of relations with Professional Customers, the responsibility of the Restaurateur, in the event of fault on his part, is limited to the lower of the following two sums: (i) twice the amount of your order, or (ii) one hundred euros (€ 100). This clause is only excluded in the event of intentional fault.

7.3 Additional costs: You are solely responsible for the additional or incidental costs which result (s) from your use of the Website, this including in particular, any communication costs, acquisition of software and / or equipment, repair or any storage of data that You may acquire, rent or license, or otherwise use. Such costs are never compensable damages.

8. WRITTEN COMMUNICATIONS - PROOF

8.1 You accept, by using the Website that most of our communications are exchanged in electronic format. We will contact You by email or post any general information on the Website. With regard to contractual reports and your Orders, You expressly agree that all exchanges, contracts, information notices, sending of invoices for delivery fees or, if applicable, administrative fees, be made in a paperless manner.

8.2 The contractual information will be the subject of a confirmation e-mail. By keeping this email and printing it, You hold proof of your Order, which We invite You to keep.

8.3 You accept that the digital copies of the exchanges between the parties and of the details of the Orders, kept on a storage disk conforming to the applicable standards, constitute sufficient proof of the relations between the parties, being understood that this clause does not limit your right to use any other means/elements as a proof.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We decline all responsibility in the event that We are temporarily or permanently unable to fully or partially perform the services or that Orders cannot be delivered due to an event beyond our control, unpredictable and irresistible constituting a case of force majeure as defined by law ("Cases of force majeure").

We will notify You upon the occurrence of a Force Majeure Event. The execution of any obligation provided for in these CGPS and for any Order placed on the Website will be automatically suspended during the entire period of occurrence of the Force Majeure Event and will continue as long as these circumstances exist.

10. ADDITIONAL PROVISIONS

10.1 Privacy policy : We are committed to protecting your private information and the security of this information. You can consult the details of this confidentiality and privacy policy on this [link](#).

10.2 Other Provisions: We also invite You to consult Our "[Cookie Use Policy](#)" for any information concerning the use of cookies or technologies similar on our site / mobile application. The provisions relating to "Vouchers" and "Contests" can be viewed below

, All these provisions are an integral part of our CGPS, even if they are gathered in separate chapters to ensure better visibility.

10.3 Void clause: In the event that one or more clauses herein is deemed to be void or unenforceable by a competent court or by a legislative or regulatory text, this provision will be deleted without the validity or enforceability of the other provisions of these CGPS is affected by it, and the parties agree to replace it with another legally valid one, unless such nullity or unenforceability affects the very substance of this agreement or significantly changes its economy.

10.4 Full agreement: The CGPS which content You have accepted, constitute, with any document they cover, all the conditions which apply to our relations with any user of the Website and they preferably apply to any other previous provision, any discussion or agreement previous, all talks, correspondence, negotiation which would have taken place before the present diffusion of the CGPS or any general conditions of service or previous use.

10.5 Non-waiver: The fact that one or other of the parties does not invoke any of the rights conferred on them herein will not be considered as a waiver of this right and will not prevent this party from invoking the application later and at any time.

10.6 Intuitu personae contract: No right and no obligation resulting from these CGPS may be transferred, assigned, transmitted to any third party, by a user without our prior and express consent. Conversely, We cannot assign this contract except for a subsidiary of our parent company, a sister company belonging to the Just-Eat group or a joint company in which We would be called to participate.

11. APPLICABLE LAW AND JURISDICTIONAL JURISDICTION

These CGPS are subject to French law. As a consumer, You will benefit from any mandatory provision of the law of the country in which You reside. Nothing in these CGPS, including the paragraph above, affects your rights as a consumer to take advantage of these mandatory provisions of local law.

In case of difficulty, You can contact Customer Service. Unless we find a solution together, You may, in accordance with Articles L. 612-1 et seq. Of the Consumer Code, enter a consumer mediator:

In such a case, You can contact l'Association des Médiateurs Européens (AME CONSO) within one year as from the written claim You sent us by:

- completing the form accessible at www.mediationconso-ame.com ; or
- by mail sent to AME CONSO, 11 Place Dauphine – 75001 PARIS.

Each of the parties is free to accept or reject the proposed solution and, if necessary, take the request to the competent courts.

In addition, the European Commission has set up an online dispute resolution platform to which the consumer Customer can access: <https://webgate.ec.europa.eu/odr>

If the Customer acts as a professional, any dispute to which these CGPS could give rise will

be settled amicably and if this is not possible within one (1) month, may be brought before the Commercial Court of Paris, to which the parties attribute exclusive jurisdiction.

As a consumer, if You live in another Member State of the European Union, You can take legal action concerning these CGPS before the French courts or the courts of your country of origin.

2. General Conditions of Use of the JUST EAT Site

VERY IMPORTANT NOTE

On this page appear the general conditions of use (hereinafter the "CGU") which govern our website www.justeat.fr or our mobile application or any other present or future medium or media giving access to the website (hereinafter together the "Website") published by the company EAT ON LINE (hereinafter "We" or "Just Eat"). The user is hereinafter referred to as the "User" or "You".

These CGU may be modified or supplemented at any time, the applicable version being the version in force at the time You place your order.

All uses of your personal information are subject to the " Privacy Policy " and the " Cookie Use Policy ".

1. INTRODUCTION - OUR ROLE

Just Eat acts as a technical intermediary and allows professionals operating the partner restaurants referenced on the Website to market, on the Website, products to be delivered and / or taken away (the "Products") to Users wishing to place an order.

Please refer to the General Conditions of Service(or "CGPS") for the actual ordering.

2. ACCESS TO THE WEBSITE

2.1 Access: Most of the Website pages are free and do not require You to place an order.

2.2 The present CGU may be modified or supplemented from time to time in order to incorporate changes in legislation or good practice or to deal with additional functionalities that We have implemented. The version of the CGU which applies is that in force on the day You place your order on the Website.

2.3 Responsibility: You are solely responsible for ensuring all of the technical means giving You access to the Website. You are also responsible for any person who connects because of You or because of your negligence by using your internet

connection (especially if it is a minor).

3. **YOUR STATUS**

3.1 Legal capacity, age: To connect and use the Website, You must have:

- the full capacity for enjoyment and exercise to contract with Us;
- reached the age of 18 years old.

3.2 Social networks login: Just Eat Allows You to create a link between your Just Eat account and social networks operated by Third Parties. If You access your Just Eat account through one of these networks, You authorize Us to access certain information from your profile on the said social network and to use it in accordance with our "Privacy Policy", and in agreement with the terms of privacy policy of the social network in question.

4. **REGISTRATION TO THE WEBSITE**

If You do not have a customer account, You can:

- click on the "Create Account" tab located at the top right of the screen;
- enter your name, first name, email address and password, then validate the registration and accept the general conditions and privacy notice by clicking on "Send";

To ensure that your information is entered correctly, an email is automatically sent to You to notify that your registration has been taken into account. If You do not receive it, You are invited to check the email address entered and check your mailbox.

You agree to keep this information strictly confidential and not to communicate it to third parties, in order to avoid as much as possible any risk of intrusion into your customer account. Just Eat cannot be held responsible for any unauthorized use of the customer account by a third party who has had access to the corresponding username and password, to the extent such a use is not due to Just Eat failure to fulfil its own obligations, and in particular if the username and password have been communicated to a third party by You or due to your negligence.

If your password is lost or forgotten, You can reset it and choose a new one by clicking on the "Forgot your password?" Link. And entering your email address. You will then receive an e-mail to the indicated email address, if it is recognized, allowing You to choose a new password.

Refer to our Privacy Notice for any information on the management of your personal information.

5. **LICENCE**

5.1 Authorized use: We own all aspects of the Website and the fact that You use it does not mean that You own anything there. You have our authorization to use the Website as long as You comply with these CGU .

We grant You a non-exclusive, non-transferable, limited license which cannot be subject to any sub-license to access the Website for personal and non-commercial use. Your rights are subject to your respect of the CGU. Your license takes effect on the date You use the Website and ends when You stop using the Site or when We terminate your license, whichever comes first. Your license is immediately terminated by operation of law if You attempt to circumvent any technical protection measure used in connection with the Website or if You contravene the provisions herein in any way.

We reserve all rights, titles and interests in the Website, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, property rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialogues, sets, illustrations, sound effects, musical works, and moral rights, recorded or not, and all their applications.

The Website is protected by laws and treaties in force worldwide. Unless expressly authorized by compulsory legislation, the Website and the content contained therein may not be copied, reproduced or distributed in any way or means, in whole or in part, without our prior written authorization.

5.2 Rights reserved: All rights not expressly granted to You are reserved by us.

6. ACCESS TO THE WEBSITE

6.1 Availability of access to the Website: Although We make our best efforts to ensure availability of access to the site 24H / 7, We cannot be held responsible in any way for any **interruption** of this access whatever the reason, whatever the duration. This clause is without prejudice to our obligations regarding the order organization, as provided in the General Conditions of Service.

6.2 Suspension of access: Access to the Website may be suspended vis-à-vis a User or all of them, at any time and without any notice whatsoever, for technical, security or maintenance reasons, power cuts electricity or a force majeure event.

6.3 Security information: The transmission of information over the internet may not be completely secure. Although We take all the measures required by law to protect all of your information on our Site, We cannot guarantee that the transmission of data to our Website is perfectly protected. Refer to our Privacy Policy for any information on the measures We take to protect your personal information.

7. USER INFORMATION AND CUSTOMER REVIEWS

7.1 General: Any information that is strictly related to the Order or the provision of our services, other than contact details and details relating to the User's person and his/her payment or bank information (information covered by the privacy policy), will be considered non-confidential and free under all intellectual property rights (hereinafter "User Information"). You acknowledge and warrant that You are the holder of all rights of use or any other right in this content and that You authorize us to keep and reuse it. You further agree that We have no responsibility and no obligation whatsoever with regard to these contents (texts, images, photos, sounds) of restitution, deletion, control or preservation, and that We can make any use of them which seems appropriate to us such as partial or total copy, reproduction, You represent and warrant that this User Information and the Customer Reviews that You provide to us does not contravene one or more of the restrictions set out in articles 7.2 and 7.3 below.

7.2 User Information Policy: You are not authorized to transmit to our Website any information or Customer Review which:
- Would contravene international or national laws (in particular defamation, insult, any attack on the freedom of expression ...);

- Is illegal, or false, or fraudulent;
- Constitute unauthorized, inaccurate or biased advertising;
- Contains any virus, or any other technical device which may damage the Website, make it non-functional, or tends to hack it;

7.3 Policy relating to "Customer Reviews": Customers have the possibility to write a Customer Review after placing their Order rating the delivery and quality of their Order. We do not provide any form of remuneration or compensation for writing reviews. Your Review will remain visible on the Site unless it is removed. We do not provide possibilities for Restaurants to contact Customers that have placed a review, and reviews cannot be modified after they have been posted. If You wish to hide a Customer Review You wrote, You can contact the Customer Service and request them to hide it.

In particular, any Customer Reviews posted on our Website must comply with section 7.2 and this section 7.3 of the CGU . We do not monitor reviews but reserve the right to refuse or delete a Customer Review when the Review:

- Contain any assertion which could constitute defamation, an insult or an opinion which could offend the sensitivity of certain users;
 - Promote, support or invite violent or discriminatory behaviour;
 - Infringing intellectual property rights or the right to own a third party brand;
 - Constitute the violation of a contractual clause or a legal obligation of confidentiality;
 - Promote any illegal, unauthorized or dangerous activity;
 - Present a case of violation of the privacy of others;
 - Give an impression that this opinion results from our own services or commits us;
 - Give a notice on behalf of another person by usurping an identity, or giving a false idea of your relations with a third party.
- Customer Reviews can also be withdrawn because they relate to the "JUST EAT" service and not on the restaurant concerned, because they result from people who have not placed an order, or are based on circumstances that are too imprecise to make the Customer Review useful to other users.

7.4 Withdrawal of Customer / Liability Reviews: We reserve the right to immediately and without notice withdraw any Review which is reported to us as not in accordance with our policy referred to in articles 7.1. to 7.3. We also take no responsibility whatsoever for monitoring customer reviews and the User remains solely responsible for the legal or harmful consequences of User Information and customer reviews that he transmits to us and / or visible on the Site vis-à-vis third parties. Reviews can be withdrawn but never changed.

7.5 Guarantee: With regard to any User Information or any Customer Review of which You are the issuer, You agree to guarantee us of any loss, damage and / or any implication (and any cost which would be induced) which would result from action (s) legal (s) undertaken by any third party which is based or finds its cause in this User Information or Customer Review and which has been transmitted to us in violation of these CGU, except if You requested us to hide a Customer Review and we did not do so promptly.

7.6 Communication request: You are informed and You agree that We would cooperate, if necessary, and at their request, within the applicable legal frameworks, in any communication request with any competent administrative or judicial authority, which would request the revelation of the origin and identity of the issuer of

User Information or Customer Reviews to which We are addressees and which would contravene any legal or regulatory obligation, and You accept now that our responsibility cannot be engaged no title in case of communication to such an administrative or judicial authority.

8. REFERENCING AND CLASSIFICATION OF OFFERS

8.1 We reference on our Website professional partner restaurants, with which We have entered into a Just Eat restaurant agreement and which pay us a fee in order to be listed on our Website. We dereference from our Website restaurants with which We no longer have a Just Eat restaurant agreement in force, whatever the reason is.

8.2 We classify the offers of partner restaurants according to various criteria., including the geographic proximity to the location of the customer, quality and selected filters. Restaurants that have recently become partners can also appear at the top of the ranking in order to promote their offer.

8.3 Certain offers from partner restaurants may appear at the top of the ranking because of the remuneration paid by said partner restaurant to Just Eat. The mention "Sponsored indicating the existence of such remuneration is then entered near the offer.

8.4 Further information on how We rank partner restaurants can be found here: <https://www.just-eat.fr/service-clientele-consommateur-sujet-ranking>.

9. LINKS TO OR FROM OTHER INTERNET PAGES

9.1 Third party websites: Links from the Website to other websites or pages are provided for the sole convenience of the User. By clicking on these links, You leave the "Website". We do not carry out any checks on third party websites and We do not accept any liability relating to these third party websites, their availability, security and content. We in no way guarantee the editors of such sites and accept no responsibility related to the use of such sites. If You decide to be redirected to a third party site, You do so under your sole responsibility.

9.2 Authorization to create links: You can set up a link between the cover page of the site www.justeat.fr and your own site, provided that this link is based on a fair, non-profit intention, that it complies with all the applicable legal provisions, in particular, by not harming our customers and by not causing harm or not taking advantage of our reputation.

10. CASE OF EXCLUSION OF OUR LIABILITY

We provide accurate information on the Website, but We cannot guarantee that it is true or that it is complete when the information is provided by Restaurants. We are however liable when We become aware of an illicit information and do not act promptly to remove it. We may change the content of this information, its functionality, the content of our services and our offers at any time and without notice, being specified that the information applicable to You is the information displayed on the Website when You place an Order. Customer Reviews or other content from Users do not in any way constitute objective information which We have

verified and which is binding on Us.

11. END OF RELATIONSHIPS

We can terminate or suspend your right to use the Website, upon simple notification by e-mail and / or in writing, if:

- You have made use of the Website in contradiction with article 6 (License);
- You have established Customer Reviews or any other User Information in violation of articles 7.2. or / and 7.3.
- You have violated article 9.2 (Links with other sites);
- You have violated any other important rule (section 7) posed by these CGU or business.

12. WRITTEN COMMUNICATIONS - PROOF

12.1 You accept, by using the Website that the main part of our communications is exchanged in electronic format. We will contact You by email or post any general information on the Website. You expressly agree that all exchanges, contracts, information notices, sending of invoices for delivery fees and, if applicable, administrative fees, will be made in a paperless manner.

12.3 The contractual information will be the subject of a confirmation electronic mail (email). By keeping this email and printing it, You hold proof of your registration that We invite You to keep.

12.3 You agree that the digital copies of the exchanges between the parties kept on a storage disk conforming to the applicable standards constitute sufficient proof of the relations between the parties.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We decline all responsibility in the event that We are temporarily or permanently unable to fully or partially perform the services accessible on the Website due to an event beyond our control, unpredictable and irresistible constituting a case of force major as defined by law ("Force majeure").

13.2 We will notify You upon the occurrence of a Force Majeure Event. The execution of any obligation provided for in these CGU will be automatically suspended throughout the period of occurrence of the Force Majeure Event and will continue as long as these circumstances exist.

14. ADDITIONAL PROVISIONS

14.1 Privacy notice: We are committed to protecting your personal information and ensuring the security of this information. You can consult the details of this confidentiality and privacy notice by clicking on this [link](#).

14.2 Other Provisions: We also invite You to consult our " Cookie Use Policy " for any information concerning the use of cookies or similar technologies on our site / mobile application. All these provisions are an integral part of our General Conditions, even if they are grouped in separate chapters to ensure better visibility.

14.3 Void clause: In the event that one or more clauses herein is deemed to be void or unenforceable by a competent court or by a legislative or regulatory text, this provision will be deleted without the validity or enforceability of the other provisions of these CGU 'are affected by it, and the parties agree to replace it with another legally valid one, unless such nullity or unenforceability affects the very substance of this agreement or significantly changes its economy.

14.4 Full agreement: The CGU constitute, with any document they cover, all the conditions which apply to our relations with any user of the Website and they preferably apply to any other prior provision, any discussion or agreement previous, all talks, correspondence, negotiation which would have taken place before the present diffusion of the CGU or any general conditions of service or previous use.

14.5 Non-waiver: The fact that one or other of the parties does not invoke any of the rights conferred on them herein will not be considered as a waiver of this right and will not prevent this party from " invoke the application later and at any time.

14.6 Intuitu personae contract: No right and no obligation resulting from these terms may be transferred, assigned, transmitted to any third party, by a user without our prior and express consent. Conversely, We cannot assign this contract except for a subsidiary of our parent company, a sister company belonging to the Just-Eat Group or a joint company in which We would be called to participate.

15. **APPLICABLE LAW AND JURISDICTIONAL JURISDICTION**

These CGU are subject to French law.

As a consumer , You will benefit from any imperative provision of the law of the country in which You reside. Nothing in these CGU, including the paragraph above, affects your rights as a consumer to avail yourself of these mandatory provisions of local law

In case of difficulty, You can contact Customer Service at the following address: Just Eat - 2 Ter rue Louis Armand - 75015 PARIS by phone 0186919690 or by email at info@just-eat.fr. Unless we find a solution together, You may, in accordance with Articles L. 612-1 et seq. Of the Consumer Code, enter a consumer mediator.

In such a case, You can contact l'Association des Médiateurs Européens (AME CONSO) within one year as from the written claim You sent us by:

- completing the form accessible at www.mediationconso-ame.com ; or
- by mail sent to AME CONSO, 11 Place Dauphine – 75001 PARIS.

Each of the parties is free to accept or reject the proposed solution and, if necessary, take the request to the competent courts.

In addition, the European Commission has set up an online dispute resolution platform to which the consumer Client can access: <https://webgate.ec.europa.eu/odr>

If the Client acts as a professional, any dispute to which these CGU could give rise will be settled amicably and if this is not possible within one (1) month, may be brought before the Commercial Court of Paris, to which the parties attribute exclusive jurisdiction.

As a consumer, if You live in another Member State of the European Union, You can take legal action concerning these CGU before the French courts or the courts of your

country of origin.

3. General conditions of vouchers

1. The following general conditions (the "General Conditions of Vouchers") apply to all "vouchers" issued by Just Eat for use on the Website. This covers any voucher against discount which would be created unless expressly stipulated otherwise.
2. All "vouchers" may also be subject to additional Special Conditions (the "Special Voucher Conditions") which will modify or supplement the General Conditions of Vouchers and which will be specified on the coupon or at the time the coupon is issued.
3. Except in the case of an express specific condition, "vouchers" can only be exchanged for the value of food products and drinks (including VAT) in online orders made via the Website, but they cannot be used to pay the costs of delivery, order management, administrative or payment fees on the Website.
4. General conditions of use for all vouchers
 - 4.1. The right to redeem a voucher is personal to the original recipient and cannot be transferred. Copying, reproduction, distribution, publication or use directly or indirectly, in any form and by any means, by an entity other than the original recipient or storage in a data extraction system, without our written permission prior is totally prohibited. In particular, coupons distributed or distributed without our written approval, for example on an Internet forum or on a "good business" website, are not valid for use on the Website and may be refused or cancelled without any consideration.
 - 4.2. Unless otherwise provided or specific condition specified in the Specific promotion conditions:
 - 4.2.1. Vouchers cannot be used in conjunction with other coupons or other discounts or promotions planned or advertised elsewhere;
 - 4.2.2. Each voucher is valid for use by a beneficiary and only once, save in the case of vouchers for a specific value of credit which can be used multiple times until such credit is fully used;
 - 4.2.3. Each customer or household is limited to one voucher per offer or promotion;
 - 4.2.4. The right to use a voucher is personal to the original recipient and cannot be transferred.
 - 4.3. When You use a voucher, You guarantee that You are the duly authorized beneficiary and that You use it in accordance with these conditions, legally and in good faith. If a voucher is used in violation of these terms, unlawfully or fraudulently, We may refuse or cancel the Voucher.
5. Miscellaneous
 - 5.1. Vouchers, coupons or promo codes cannot be exchanged for cash and are not transferable.
 - 5.2. We will not be held responsible for any loss or claim arising from the refusal, rejection, cancellation or withdrawal of any voucher, and the inability or impossibility for a customer to use a voucher for some reason, provided We did not breach our legal or contractual obligations.

5.3. We reserve the right, at any time and in our sole discretion, to add or modify these terms and conditions with regard to the use of vouchers, being understood that the applicable terms and conditions are those in force at the time the voucher was issued.

5.4. All the terms of the General Conditions of Vouchers apply without reserve to the provision of intervening services with vouchers.

4. Rules of Just Eat contests

1. The following general conditions and conditions (the "General Contest Conditions") apply to all contests organized by Just Eat. These general conditions are not, moreover, exclusive of the French legal provisions applicable, where applicable, to contests and lotteries.
2. Additional terms and conditions (the "Specific Contest Conditions") which will be specified in the context of each contest supplement these General Contest Conditions.
3. The games and contests organized on the Website or on social networks are open to natural persons resident in France, aged 18 or over, with the exception of employees of Just Eat, their associated subsidiaries, affiliates or their families, agents, or anyone related to a competing company.
4. Winners must ensure that they are able to accept the prizes offered, as indicated, and in accordance with these General Contest Conditions and the applicable Specific Contest Conditions.
5. We reserve the right to make a new draw if the prizes have not been accepted or claimed within the period stipulated in the applicable Specific Conditions.
6. The general and specific Conditions of the contests are subject to French law and any related dispute is subject to the jurisdiction of competent French courts.
7. All personal data that is collected as part of a Just Eat competition will be processed in accordance with French data protection law. For more information on our Privacy Notice, please follow this link: <https://www.just-eat.fr/en/privacy-statement>.
8. Any decision to award prizes in the context of a competition is final and binding and no correspondence will be entered into.
9. The CGPS apply generally to games and contests organized by Just Eat.