

## TERMS AND CONDITION

Thank you for choosing ResQMeals (RQM) and joining the fight against food waste!

### 1. Joining the movement

1.1 Our mission is to green the earth with no food waste. RQM's mission is to raise awareness of food surplus and to reduce food waste worldwide. Our mobile application helps businesses and consumers fight food waste together by saving meals that would otherwise have gone to the trash (referred to as the "ResQMeals app" or simply the "App"). With your use of the App you're contributing to the goal of ensuring that all food produced is food consumed.

1.2 To support the goal we try to keep it simple and we provide an easy concept by which we empower green users, like you, that use our App, collectively "users" (in these User Terms we refer to you as "you" or "user") to save meals from retail and food service businesses like super markets, bakeries, cafes, restaurants, manufacturers and other businesses with surplus food (each a "Store"). Our App helps you to find Merchants and reserve surplus food. Merchants offer surplus food by listing a quantity of bags on the App they will fill with their surplus food at any time and make available to be reserved by you (we call each of these bags a "Wow Bag"). You may see Wow Bags referred to by different names on the App depending on your geographic region. For purposes of these Terms, those too will be considered Wow Bags.

1.3 As you use our App keep in mind, RQM does not own, control, offer or manage the contents of any Wow Bags made available by Merchant for Reservation. RQM is also not a party to the sale of the food that Merchants provide to you in Wow Bags.

### 2. What's covered in these Terms

2.1 These User Terms ("Terms") are a binding legal agreement between you and ResQMeals ("RQM") that govern your use of the RQM websites and App (collectively, the "Digital Store"). In these Terms, the words "RQM", "we", "us" and "our" refers to the RQM entity set out on Schedule 1 with whom you are contracting. By accessing or using any part of the RQM Digital Store, you accept, without limitation or qualification, these Terms. If you do not agree with these Terms, you are prohibited from using any portion of the Digital Stores. The registration of an Account (as defined below) requires your express acceptance of these Terms.

2.2 These Terms reflect the way that RQM works and among other things, the obligations that apply to our relationship with you. As a result, these Terms help define our relationship with you as you interact with us and use our Digital Store. For example, these Terms include:

What you can expect from us and our RQM Digital Stores.

What we expect from you, which establishes certain rules for using our App.

What to expect from Merchants, which covers the basics of the interaction between you and Merchants on our App.

2.3 Understanding these Terms is important because, by using ResQMeals Digital Stores you're agreeing to these Terms. These Terms include all operating policies that are referred to herein (as such policies may be amended from time to time), including without limitation our Cookie Policy and our Privacy Policy that applies in your area.

By accepting these Terms, you confirm that you have read and accepted our Privacy Policy.

### 3. Using RQM

#### 3.1 How to save a meal from waste using RQM.

ResQMeals App provides a simple method for you to save meals from the waste bin in 4 easy steps:

A Wow Bag is made available by a Merchant that uses ResQMeals App/ CMS for reservation by users like you. A list of Merchants with available Wow Bags will be displayed to you in the App. Please note that a list based on your location can only be displayed if you allow the App to use location services where the App can track your location when you use the App.

You place a reservation of an available Wow Bag from a Merchant you select in the App.

You Pick-up your reserved Wow Bag at the relevant Merchant during the time period provided by the Merchant (see 3.5 below for Pick-up details).

#### 3.2 User Account.

Your RQM user account is where you manage the details of your relationship with us and use the App to make reservations with Merchants. You must register and create an account by providing us with all the information we require during account registration or anytime after ("Account") on the App. You must keep your Account information complete, accurate and updated. Any failure to provide or maintain this information may interfere with our ability to provide our services to you.

##### 3.2.1 You should never:

- Select or use as a username a name of another person with the intent to impersonate that person.
- Use as a username a name subject to any rights of a person other than you without appropriate authorization.
- Use as a username a name that is otherwise offensive, vulgar or obscene.
- Use another person's Account or registration information.
- Share your Account with others.
- Publish, distribute or post login information for your Account or another's.

### 3.3 Reservations.

You may reserve Wow Bags available for sale by a Merchants by placing a Reservation with a Merchant you select via the App (each a “Reservation”). A list of active Merchants with available Wow Bags can be found on the App.

The list of Merchants displayed to you is based on various criteria that you can filter for example by geographical location, pick-up time, or other options made available in the App from time to time.

Keep in mind these two points:

By making a Reservation you reserve a Wow Bag which may potentially be available from a Merchant. An example of when a bag you reserve is not available is when a Merchant does not have the quantity of surplus food available due to whatever the reason as they originally projected, the Merchant may cancel the reservation (see 3.6 below). You are free to rate the Merchants at your discretion.

You agreed that a Reservation is not a complete purchase yet, rather it’s an offer by you to the Merchant to reserve a Wow Bag potentially available for Pick-up at the Merchant. The purchase of a Wow Bag takes place upon Pick-up (see 3.5 below) at which time the purchase is exclusively concluded between you and the Merchant.

### 3.4 Reservation Confirmation.

Once we receive the Reservation, we will begin processing it by sending the Reservation to the relevant Merchant. We will notify you that the Reservation has been received and provide you with an order identification number (each a “Reservation Confirmation”) that is redeemable for a Wow Bag at the applicable Merchant. It is your responsibility to ensure that the Reservation Confirmation in the App can be shown to the Merchants upon Pick-up.

### 3.5 Pick-up.

You must retrieve the Wow Bag reserved on the App at the designated location during the time period stated on the App and in the Reservation Confirmation (“Pick-up”). Upon Pick-up, you shall show your Reservation Confirmation in the App to the Merchant, after which the Merchant will hand out the reserved Wow Bag upon you swiping the receipt in the App. You should always make sure that the Wow Bag handed out corresponds to your Reservation. If you do not Pick-up the Reservation within the time period set out in the Reservation Confirmation, the Wow Bag may no longer be available and we will be entitled to charge you for the Reservation Price (as defined below).The purchase of a Wow Bag takes place upon Pick-up or expiry of the time period at which time the purchase is exclusively concluded between you and the Merchant.

### 3.6 Reservation cancellation.

At times Merchants do not have the surplus food they originally anticipated or the surplus food may not be satisfactory to you upon pick up. For these reasons and others Reservations may be cancelled by you, Merchants, and RQM.

#### 3.6.1 Cancellation by you

In App - You may cancel a Reservation within the App at any time before the earlier of: (i) 2 hours before the conclusion of Pick-up of which 50% of the food price will be forfeited or (ii) the end of the Pick-up time listed by the Merchants of which 100% of the food price will be forfeited.

#### 3.6.2 Cancellation by Merchant

Generally Merchant may have a limited opportunity to cancel your Reservation until two (2) hours before the end of the Merchant closing time ( their Ranking may go down). However, at times a Merchant may cancel less than two hours before the Pick-up time if needed (for example, if the Merchant finds the food not fresh or out of the food they anticipated to be surplus at the time of Pick-up). If a Merchant cancels, you will receive a cancellation notification via email, SMS and/or the App provided you provided the correct contact information to us and that you agreed to receive such notifications. A full refund of the food price to you will be activated within 2 weeks of the cancellation.

#### 3.6.3 Cancellation by RQM

Reservations may be cancelled by us at our discretion when necessary, like in the event of a recall, dispute, or other matter we think requires that action to be taken. A full refund of the food price to you will be activated within 2 weeks of the cancellation.

## 4. Contents of Wow Bags

4.1 RQM's role. As the provider of the RQM Digital Store we have no insights into the contents of Wow Bags. We do not own, control, touch, offer or manage any listings of Wow Bags that Merchants make available. We do not manufacture, sell, purchase, store, prepare, produce, process, mark, pack, deliver or handle the Wow Bags. We have no responsibility or liability for the contents of the Wow Bag (including the quality, ingredients, and allergens), for the information provided by the Merchants or for the availability of information regarding the Wow Bags on the App. We are exclusively an intermediary and as a result we are not a party to the sale of the food Merchants provide to you in Wow Bags. If you have any questions regarding Wow Bags displayed on the App you should contact the relevant Merchants. The Merchant's contact information will appear on the App.

4.2 Merchant's role. Upon Pick-up and prior to the Reservation Confirmation, the Merchant is responsible for providing you with information regarding the list of ingredients, allergens and other labeling-related information as well as the actual contents regarding the Wow Bag. We are not responsible for any ingredient, allergy, caloric or other nutritional information provided by the Merchant or otherwise found on the App nor will we assume any liability for any adverse reactions from content in the Wow Bag for any reason. It is yours and the Merchants' responsibility to confirm whether any allergens are present in the Wow Bag. If you are in doubt about allergy warnings, contents of a Wow Bag or any other information, you should confirm with the Merchant directly before the conclusion of Pick-up.

## 5. Price, payment, refunds

5.1 Price. The Wow Bags' stated value on the App is a deeply discounted minimum value had the Wow Bag not been sold as surplus food. All prices are indicated in the currency of the country in which the Merchant is located.

Prices are exclusive of applicable sales tax if applicable.

5.2 RQM as Merchant's agent for collecting payments. The Reservation Price you pay is collected from you by us on behalf of the Merchants. Merchants have granted power of attorney to RQM to receive payments from you on their behalf in full discharge of your payment obligation for the Wow Bags you Reserve and the Merchant sell to you.

5.3 Packaging and other fees. In some locations mandatory regulation requires adding a packaging fee or other fees for Wow Bags. If applicable, such fee(s) will be displayed in the App.

5.4 Payment process. The payment flow may vary slightly depending on the selected payment method due to internal processes at the payment provider, but the flow described below is the typical flow associated with common credit cards. Upon placing a Reservation, the price listed on the App by the Merchant for the Wow Bag ("Reservation Price") is reserved to the payment method in your Account and completing a Reservation in the App authorises us to reserve the Reservation Price to the selected payment method. The Reservation Price is charged to your Account upon successfully Reservation of the Merchant's food. If a Reservation is cancelled in accordance with section 3.6 of these Terms, the amount reserved will be released or refunded to you within 2 weeks if you were already charged without any other compensation owed to you (unfortunately some payment methods trigger immediate charge of the Reservation Price due to the payment provider's internal processes). RQM may amend, modify or restructure the payment procedure for its users at any time, as it deems reasonable.

5.5 Payment method. When completing a Reservation the Reservation Price will be reserved on the payment method (e.g. credit card) you have associated with your user profile in the App.

You can pay with accepted debit and credit cards or by other payment methods made available on the App. If using a debit or credit card, you must provide all required information such as your card number, expiration date, security code and other details we may reasonably require. Any such information will be collected, stored and processed by a reputable 3rd party payment gateway service provider, and RQM does not have access to the information.

5.6 Refunds. At times we may refund users at our discretion to resolve issues like complaints and recalls. When we do, we may provide refunds to users for some or all of the amounts collected in connection with a Reservation or Pick-up within 2 weeks from the cancelled Pick-up window for the Reservation.

## 6. User Satisfaction Rating

6.1 Users can rate the Merchants in the App. These Terms do not limit the means otherwise available to you to resolve any dispute you have with the Merchants under applicable law.

## 7. Your responsibilities

7.1 We can't cover everything here but we've highlighted a few areas that are an important part of your relationship with RQM. As you use our App keep in mind, you are always responsible for the activity that occurs on your Account, and are required to notify us immediately of any change in your eligibility to use or access the App, or any breach of security or unauthorized use of your Account.

7.2 As a condition to use the App and access your Account you are required to comply with all laws and regulations that apply to you at all times in connection with your use of the RQM Digital Stores.

7.3 Your behavior. You are expected to show respect for the Merchant's guests and personnel, as well as RQM's personnel. If you act inappropriately towards a Merchant, other consumers of the Merchant or RQM or if you commit a crime against or in the Merchant in connection with the RQM Digital Store, or violate the code of conduct rules (or similar) of the Merchant or RQM or any other similar behavior, RQM may, ban, exclude or suspend you from the App. The intervention of RQM does not deprive the Merchant of the means and rights at its disposal to obtain possible reparations or other remedies.

7.4 Reviews. At times you may have the opportunity to review Merchants that you made Reservations on any media or App. Any reviews that you submit must be accurate and never contain any discriminatory, offensive, or defamatory language. RQM doesn't verify the reviews provided by you or any other consumers that use the App. So keep in mind any reviews you may see displayed may be inaccurate, incorrect or misleading.

7.5 RQM Rules of Conduct. When using the App and accessing your Account you acknowledge that you are responsible for all of your activity in connection with the RQM Digital Store which includes your acknowledgment and agreement with the following:

To not use the RAM Digital Stores for any illegal purpose or any other purpose that is prohibited by these Terms.

You are the age of majority in your local jurisdiction.

You will pay in full for the Wow Bags you Reserve through the App and Pick-up.

You will only place Reservations that you intend to Pick-up.

You will not use the App to research Merchants or the pricing of Merchants.

You will not engage in inappropriate behaviour towards: (i) a Merchant including its agents or employees; (ii) another consumer of a Merchant; or (iii) RQM including its agents or employees.

You're not located in a sanctioned country or on a sanctioned persons list.

You acknowledge and agree that you have not created other RQM Accounts that have been suspended or terminated by RQM for violations of our terms, policies, or applicable laws or regulations.

You will not use any automated systems, robots or software to extract data from the RQM Digital Store.

You will not (nor permit any third party to) (a) take any action; nor (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Digital Store that: (i) you know is false, misleading, untruthful or inaccurate; (ii) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; (iii) impersonates any person or entity; or (iv) includes anyone's identification documents or sensitive financial information.

You will not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the RQM Digital Store or any activities conducted on the RQM Digital Store; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the RQM Digital Store (or other accounts, computer systems or networks connected to the Digital Store); (iv) run any form of auto-responder or "spam" on the Digital Store; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the RQM Digital Store; or (vi) harvest or scrape any content from the RQM Digital Store.

You will not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the RQM Digital Store (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the RQM Digital Store; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

You will abide by all applicable laws and regulations in connection with your use of the Digital Store.

You will not access or use the RQM Digital Store if you are a direct competitor, or an agent of RQM's direct competitor, except with RQM's express prior written consent.

You will not access the RQM Digital Store for any commercial purposes (including for the purposes of copying or reproducing any material or content on the RQM Digital Store, monitoring the availability, performance or functionality of the RQM Digital Store, or for any other benchmarking or competitive purposes).

## 8. Data use and privacy

8.1 RQM values your privacy and works to ensure that it's protected when using our Digital Store. When you use the Digital Store we collect and process personal data about you.

## 9. Indemnity and Limitation of Liability

9.1 You agree to indemnify, defend and hold harmless RQM and its parents, subsidiaries and affiliates, along with their directors, officers, employees and contractors from and against any and all claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to your: (i) use of the RQM Digital Store; (ii) breach of these Terms; and (iii) violation of applicable law or regulation.

9.2 RQM shall not be liable for any losses or damages arising out of or in connection with the following: (i) acts or omissions of a Merchant or third party including but not limited to the contents of Wow Bags; (ii) your use of the RQM Digital Store (iii) availability of the RQM Digital Store or Wow Bags; (iv) content of sites to which the RQM Digital Store links; and (v) circumstances outside of RQM's control.

9.3 To the maximum extent permitted by law, RQM shall not be liable for indirect or consequential damages. To the maximum extent permitted by law, RQM shall not be liable for any damages exceeding the amounts RQM collected from you for the Wow Bags you purchased in the 12 months preceding the first event that gave rise to your claim.

## 10. Intellectual property

10.1 RQM Digital Store and the services we offer via the App, including all underlying technology, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logo and other intellectual property or proprietary rights contained therein, are and remain our sole and exclusive property except for content owned by third parties who have authorised RQM to display content. Except as expressly set forth in these Terms, no licence or any other right is granted to you.

10.2 By using the RQM Digital Store, you agree not to copy, distribute, modify, or make derivative works of any content without our prior written consent. RQM Digital Store nor any part of the RQM Digital Store may be reproduced or stored in any other system or platform or

included in any public or private electronic retrieval system or service, without RQM's prior written permission.

10.3 Feedback. If you provide ideas or suggestions regarding the RQM Digital Store, advertising or promotions, merchandising of Wow Bags, additions to our services or changes in methods of doing business ("Feedback") we are free to fully exploit such Feedback. You understand and acknowledge that we shall exclusively own all known or hereafter existing rights to the Feedback everywhere in the world, and that such Feedback is hereby irrevocably assigned to us. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and to the extent necessary for RQM to use the Feedback, you hereby grant RQM an irrevocable, perpetual, world-wide licence to use the Feedback and any associated intellectual property in any manner, in any medium now known or hereafter developed, without restriction or payment to you.

## 11. Suspension and termination

11.1 We are entitled to suspend or terminate your access to the App including the deletion of your Account at any time at our reasonable discretion without any liability. Examples of scenarios where this may happen are:

You materially or repeatedly breach these Terms.

We're required to do so to comply with a legal requirement or a court order.

We reasonably believe that your conduct causes harm or liability to us, a Merchant, or third party – for example, by hacking, phishing, harassing, spamming, scamming, misleading others or scraping content that doesn't belong to you.

In our discretion we think you have acted in a manner that is abusive or disrespectful to a RQM employee, agent, partner, user, or other RQM customer.

You're located in a sanctioned country or are on a sanctioned persons list.

You're inactive on the App for an extended period of time.

You create or attempt to create a new Account after suspension or termination of another RQM Account.

11.2 We encourage you to contact us, if you believe that your Account has been suspended or terminated in error.

## 12. Miscellaneous

12.1 No Warranties. Our RQM Digital Store is made available to you on an "as is" and "as available" basis. We disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose unless you're located in an area that by law provides you a specific right contrary to this disclaimer or does not permit us to exclude a warranty. Otherwise, we're held to only the express promises we make to you in these Terms.

12.2 Blocking your access or refusing to process a payment: Our App is available for use in several countries throughout the world so different laws may apply in different countries that concern our relationship with you. We may block your access, terminate your Account, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you or a payment. We may take any of these actions without notice. Examples of where we might do this include:

Transactions where we can't receive payments from you, your bank or your country.  
Payments from sanctioned persons or persons located in sanctioned countries.  
Where we reasonably believe there is a legal or regulatory issue.

12.3 Changes to these Terms. We can make changes to these Terms at any time. If we update these Terms we will notify you in your Account and or post them on the ResQMeal website and or RQM Digital Store. The new Terms will not apply retrospectively to your use of our RQM Digital Store before the Terms changed, but the new Terms will apply to your continued use of the RQM Digital Store and your Account after the effective date of the new Terms. Your continued access to or use of the RQM Digital Store or your Account will constitute acceptance of the revised Terms. If you do not wish to continue using the RQM Digital Store following the changes to the Terms, you can cancel your agreement to the Terms by deleting your Account.

12.4 Third Parties. You understand and acknowledge that RQM does not provide, endorse, or guarantee any third party product, service or information including products of Merchants on the App. The RQM Digital Store may contain links to other websites not maintained by us. Other websites and apps may also reference or link to our RQM Digital Store. We encourage you to be aware when you leave our RQM Digital Store and to read the terms and conditions and privacy statements of each and every website and app that you visit. We are not responsible for the practices or content of such other websites and apps.

12.5 Severability. If any part of the Terms are deemed unlawful, void or for any reason unenforceable, the parties agree that any such provision will be modified to carry out the original intent to the fullest extent permitted by law. If modification is not possible then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

12.6 Waiver; remedies. No failure or delay by RQM to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Contracting Parties, Applicable Law and Venue. We've set out the RQM entity you contracted with in Schedule 1 based on your location. These Terms will be interpreted in accordance with the laws of the location you Pick-up your Wow Bag regardless of conflict of laws rules unless laws applicable in your place of primary residence require other laws to apply.

Claims must be brought in the location where you Pick-up the Wow Bag unless laws applicable to you require another location. Any disputes will be resolved exclusively by the dispute resolution method set out in these Terms.

12.8 Resolving Disputes. Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting us. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes in the ordinary courts based on the applicable law and venue set out in these Terms and all proceedings will be conducted in English unless local laws or regulations apply that require the proceedings to be conducted in another language.

Depending on your location, you may also seek the help of a consumer ombudsman or non-governmental organisations working on behalf of consumers.

12.9 Class Action Waiver. You agree that any claim or proceeding arising from these Terms must be brought in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding which any related rights you hereby waive unless prohibited by law.

12.10 Jury Trial Waiver. You and we acknowledge and agree that we each waive the right to a trial by jury.

12.11 RQM reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users and the public.

12.12 Contact RQM. If you have any questions about these Terms please reach out to us at [support@resqmeals.app](mailto:support@resqmeals.app)