

User Agreement (SPAIN)

§1. Introduction

Definition: the software developer and owner of the system is

Floworder i Sverige AB organisation number 559015-7144

Industrigatan 9

59137 Motala

Dan exclusiveright to the technical platform on the Spanish market has

Floworder Spain SL / CIF: B42935643

C/ Encina // Los Altos, N;29

18697 Almunecar / Granada

Floworder Spain SL hereinafter referred to as [Floworder](#) is the exclusive party with respect to all rights and obligations with respect to marketing, in sales, support, payment recipients, etc. in the Spanish Market towards the Website, the Website's customers and authorities.

- [Floworder](#) customers are defined below as [Platsen](#)
- End users i.e. existing buyers on the Website defined as a [User](#)
- Both the Parties, [Platsen](#) and their customers are defined as a [User](#)

[Floworder](#) provides a digital technical platform **[\(SELF SERVICE & ORDERING SYSTEM\)](#)**

which aims to facilitate contact between [Platsen](#) (Websites) and potential or existing buyers you as a [User](#).

[Floworder](#) enables the [Platsen](#) Website to market and sell its products via the Technical Platform and for customers to easily make their purchases. We are not responsible for anything sold or promoted by the [Platsen](#) Website on the [Floworder](#) Platform.

§1.1. This document, together with our Data Protection and Privacy Policy referred to below, constitutes our **[User Agreement](#)**.

They contain the terms and conditions under which you as a [User](#) are granted access to Floworder ("The Service") by using the Service, you agree to the User Agreement. If you do not agree to the Terms, you may not use the Service.

Each [Platsen](#) Websites has its own [Purchase & Delivery Terms](#) on its own Platform which stipulates the specific purchases and terms that are unique to the [Platsen](#) Website.

By agreeing to this User Agreement, you as a [User](#) also agree to our [Data Protection & Privacy Policy](#), which should therefore be considered part of this agreement.

This Agreement and [Data Protection & Privacy Policy](#) are provided to ensure that you as a [User](#) understand your rights and obligations when accessing, using and navigating [Floworder](#) digital technology platform or applications hosted on [Floworder](#) and all other websites that use [Floworder](#) digital technology platform.

§1.2. Any reference in these Terms to "you as a [User](#) " or "customer" or "[The Platsen](#) means all persons and businesses who visit, view or use the Website and/or the Services.

§1.3. [Floworder](#) provides an interactive digital platform, as well as a mobile-adapted menu containing food, beverage and merchandise products from third party restaurants, bars, fast food outlets and venues etc. are referred to in this Agreement as [Platsen](#) unic [Website](#).

By visiting [Platsen](#) website or by scanning the QR code located on the various places/tables available at [Platsen](#) Restaurants, Bars, Hotels etc. Or [Platsen](#) designated QR Code, you as a [User](#) will be linked to their unique landing page.

From this landing page, can you as a [User](#) see digital menus, photos, offers, which you can order or buy from, by using the payment method available on the website which is processed in accordance with § 3 (Services).

§1.4. By accessing, browsing and using the Services and/or [Platsen](#) Website or otherwise using [Floworder](#) technical platform, you as a [User](#) agree to be bound by these Terms and Floworder's [Data Protection & Privacy Policy](#). If you do not agree to these Terms, you must stop using the Services or the Website.

§1.5. [Floworder](#) may amend these terms and conditions at any time at its sole discretion. By continuing to use the website and/or the services, you as a [User](#) are deemed to have accepted all amended terms and conditions from the date they were published on [Floworde](#) technical platform.

§1.6. [Floworder](#) reserves the right to investigate and take appropriate legal action for illegal and/or unauthorised use of the services, [Platsen](#) Website or breach of these terms and conditions.

§2. Using [Floworder](#) services and website

§2.1. [Floworder](#) grants you as a [User](#) a non-exclusive, non-transferable license to access, use and navigate the Services and the Website subject to your compliance with these Terms.

§2.2. In order to use the Services, you as a [User](#) accept and agree that you may need to provide [Floworder](#) with information that can personally identify you and you accept that [Floworder](#) may collect your location. You also acknowledge and agree that any information collected will be handled in accordance with our [Data Protection and Privacy Policy](#).

§2.3. You as a [User](#) accept and agree by using the services that [Floworder](#) may send electronic messages to your telephone number or to your e-mail address.. We primarily send a copy of the order to you as well as any messages about your order.

§2.4. You as a [User](#) must be over 18 years old to purchase alcoholic beverages, which is require by law.

§2.5. You as a [User](#) agree that it is [Platsen](#) responsibility to comply with all laws and regulations relating to the serving of alcohol including the responsible serving of alcoholic beverages, and be aware that [Platsen](#) holds a valid alcohol licence where required by law.

§2.6. You as a [User](#) acknowledge that [Floworder](#) does not guarantee that products from third party website will be delivered or available for pickup within a certain time frame or that the products are of a certain quality.

§2.7. You as a [User](#) acknowledge that [Floworder](#) does not guarantee any of the information displayed on third party website ([Platsen](#)) including all information, menus, photos, ingredients, explanations of a product etc. is

correct and [Floworder](#) is not responsible for any defects in the product, goods, beverages, etc.

§2.8. You as a [User](#) are aware of and accept that Floworder only acts as a link between seller and buyer. [Platsen](#) uses [Floworder's](#) technical platform to market and sell its products through, and cannot be held liable for if [Platsen](#) does not store or make the Products available or refuses to accept your order.

3. Our payment terms

§3.1. You as a [User](#) agree that you will pay for all products that you order from [Platsen](#) Website in accordance with the payment terms specified by [Platsen](#) Website and that you will pay the price as displayed on the Website.

§3.2. [Floworder](#) guarantees that it has the right to collect payments for products that you as a [User](#) order with our services on behalf of [Platsen](#) Website.

§3.4. You as a [User](#) agree that [Floworder](#) will not further process your order to the [Platsen](#) Website until you have paid for the product in full via the Website, unless otherwise stated by the [Platsen](#).

§3.5. You as a [User](#) accept that the price, menu range displayed on the website may vary from time to time.

§3.6. You as a [User](#) accept that [Floworder](#) uses third party payment processors, including but not limited to Paycomet, Adyen, Hyperwallet, Apple Pay and Google Pay Samsung Pay (payment processors). And Bizum in Spain.

§3.7. Processing of payments or credit cards is subject to the terms and conditions as well as the terms and privacy policy of your as a [User](#) credit card issuer and payment processors. The terms and conditions and privacy policies of the payment processors can be accessed on their websites.

Stripe=> www.stripe.com

Adyen=> www.adyen.com

Paycomet => www.paycomet.com

<https://www.paycomet.com/condiciones-generales>

Bizum=> www.bizum.es

Payment Systems Regulations are found on the Web pages: www.visaeurope.com, www.visainternational.com and www.mastercardintl.com, respectively, and the Web pages that will support them in the future.

[Floworder](#) is not responsible for any errors made by the payment processor or credit card issuer.

§3.8. You as a [User](#) represent and warrant that you are the authorized user of any payment method that you use in connection with the Services and the Website and you acknowledge that [Floworder](#) is not liable for any unauthorized use of any payment method.

§3.9. You as a [User](#) agree that if you make a purchase/order via [Floworder](#) technical platform, [Floworder](#) will send your purchase/order to [Platsen](#) Website only after your payment has been accepted, unless another payment solution has been specified by [Platsen](#) Website.

§3.10. You as a [User](#) accept that you are not entitled to a refund or to change or cancel your order where the purchase has been completed.

§3.11. You as a [User](#) agree that [Platsen](#) Website has and may at its sole discretion reject or refuse your order at any time. If your order is rejected or cancelled by [Platsen](#) Website, you are entitled a refund in accordance with [Platsen](#) Website refund policy.

§3.12. [Floworder](#) uses different payment solutions as shown on [Platsen](#) Website. Such payment solutions as, Adyen, Paycomet, Hyperwallet, Apple Pay, Google Pay (payment processors) Swish and Bizum these payment services are subject to their terms of use and their privacy policy and not [Floworder](#).

§4. Use of promotional codes, gift cards

§4.1 [Platsen](#) Website may offer promotional codes and gift cards that may entitle you as a [User](#) discounts; bonus offers or other incentives. Because you use our services, you must accept and comply with all the terms and conditions set out by the [Floworder](#) and by [Platsen](#) Website.

(a) Promotional Codes and Gift Cards Issued by [Floworder](#) or by [Platsen](#) Website are not redeemable for cash, Promotional Codes can only be used on one transaction, while Gift Cards can be used on multiple occasions however both must be used before the expiry date.

(b) Floworder and [Platsen](#) Website reserve the right to suspend, waive, discontinue or change the terms of the promotional codes for [Platsen](#) Website and any discounts or benefits at any time.

This does not apply to issued Gift Cards that have been purchased.

§5. Our content and access

§5.1. [Floworder](#) makes all reasonable efforts to ensure that the information about menus and products contained on [Platsen](#) Website of the various places is correct and accurate, although [Floworder](#) cannot guarantee that it is correct, adequate or complete.

§5.2. You as a [User](#) acknowledge and accept that the content of [Platsen](#) Website may contain inaccurate information, can have technical inaccuracies and typographical errors. You acknowledge and agree that the Services and the [Platsen](#) Website as well as [Floworders](#) may change from time to time without prior notice to you and that the content of [Platsen](#) Website may not be accurate or up to date at the time you view it.

§5.3. You as a [User](#) are responsible for contacting [Platsen](#) directly in case of information on [Platsen](#) Website is incorrect and have technical deficiencies or up to date and that. [Floworder](#) disclaims all liability for any direct or indirect loss or damage arising from your use as a [User](#) of or reliance on the Services or the [Platsen](#) Website to the fullest extent permitted by law.

§5.4. You as a [User](#) agree not to attempt to modify, add to, delete, damage, hack into or otherwise interfere with the Services or the Website or any

material or content displayed on the Services of the [Platsen](#) Website or [Floworder](#) and on the various [Websites](#) unless expressly permitted by us or these Terms.

§5.5. You as a [User](#) warrant that you will not conceal, destroy, alter or remove any copyright symbol, trademark or other proprietary notice.

§5.6. [Floworder](#) does not warrant that your as a [User](#) access to the Services and/or the [Platsen](#) Website will be uninterrupted or that the Services and/or the [Platsen](#) Website will be free of viruses or other harmful code that may damage any device or data as a result of accessing the Services of the [Platsen](#) Website.

§5.7. You as a [User](#) agree that [Floworder](#) can and may perform maintenance on the Services of the [Platsen](#) Website at any time and that such maintenance may interrupt your access to the Services of the Website.

§5.8. [Floworder](#) reserves the right to suspend or terminate you as a [User](#) and the [Platsen](#) Website to access the service or website at its sole discretion if we have a reasonable concern that you as a [User](#) are or may be in breach of these terms and conditions. If we suspect that you are in breach of these Terms, we will attempt to notify you of this breach and how you can remedy it.

§5.9. Service level (SLA). [Floworder](#) is not responsible for interruptions in services when force majeure conditions occur, such as:

- The lack of coverage, outages or service disruptions that may occur due to problems in the Internet lines or mobile network that the Website maintains with its provider.

- Hardware attributable to the [Platsen](#) Website and lacking in its functionality.

- Hardware provided by [Floworder](#) or third parties lacks functionality.

- As well as damage, or neglect to hardware but also improper use of the software caused by the [Platsen Website](#) or by the [Platsen](#) personal.

- Natural disasters, armed conflicts, riots, epidemics or acts of terrorism as well as shortcomings on the part of [Floworder](#) subcontractors and other events beyond [Floworder](#) control.

- Failure to comply with its obligations under these clauses, if the performance of these obligations has been prevented, interfered with or delayed by circumstances attributable to the [Platsen](#) Website.

If these circumstances persist for a period exceeding three months and provided that [Platsen](#) has settled all inter vivos and [Floworder](#) debts, [Platsen](#) may terminate this Agreement, without either party being entitled to claim damages from the other.

[Floworder](#) is available for support, inquiries and / or incidents available for the Website on weekdays from Monday to Friday, from 9:00 to 18:00 (half time). National and local holidays do not count as working days Platform maintenance operations will be carried out, preferably between 00:00 and 9:00 (half time).

[Floworder](#) will notify the establishment of any updates or support tasks that need to be performed outside of the above-mentioned hours at least twelve (12) hours in advance. [Floworder](#) has the authority to modify the specifications of the Platform or update it, at its sole discretion, and to modify, replace, change or eliminate any of the features of the Platform at its sole discretion.

§6. Intangible Property

§6.1. All materials relating to the Service and the [Platsen](#) Website, including but not limited to all information, photographs, graphics, illustrations, artwork, names, logos, trademarks, copywriting and design features ([Floworder](#) Intellectual Property) are our property and are protected by copyright, trademark and other intellectual property laws. You as a [User](#) may not use [Floworder](#) intellectual property for commercial purposes without our express written consent, however, the information, photographs, graphics, illustrations, artwork, names, logos, trademarks, on the [Platsen](#) Website and are protected as above by the same laws and rights.

§6.2. You as a [User](#) agree not to copy, imitate, reproduce, reverse engineer, sell, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any [Floworder](#) intellectual property for commercial purposes to any third party in whole or in part without our express written consent.

§6.3. You as a [User](#) agree that if you copy, imitate, reproduce, reverse engineer, sell, reproduce, transmit, distribute, disseminate, sell, publish,

broadcast or circulate any [Floworder](#) Intellectual Property, [Floworder](#) will suffer loss and damage and you agree to indemnify [Floworder](#) for such loss and damage.

§6.4. [Floworder](#) does not grant any license or right to or assign to you as a [User](#) all or part of the rights to [Floworder](#) intellectual property.

§6.5. The [Platsen](#) Website may contain links to other websites operated, controlled or produced by third parties including by [Platsen](#) Website. [Floworder](#) accepts no responsibility for either [Platsen](#) Website or any third-party website or its content and gives no warranty or accepts any liability whatsoever in connection with you as a [User](#) access to and use of third-party websites. We recommend that you as a [User](#) check their terms and conditions, privacy policy and other terms and conditions before using their services.

§6.6. You as a [User](#) warrant that you will not infringe [Floworder](#), or the [Platsen](#) Website or any third party's intellectual property rights in connection with your use of the Services or the Website.

§7. Disclaimer

§7.1. [Floworder](#) disclaims all liability for loss or damage of any kind arising out of or in connection with the Services and the [Platsen](#) Website Content and your as a [User](#) use or performance of the [Platsen](#) Website and the Services to the fullest extent permitted by law including, without limitation and liability in respect of:

(c) the consumption of alcohol by minors.

(d) your as a [User](#) consumption of products that may lead to allergic reactions; or

(e) incorrect content of ingredients in the products.

§7.2. You as a [User](#) agree that your use of the Services and the [Platsen](#) Website is at your sole risk and you acknowledge and agree that you will not

attempt to hold Us liable for any loss or damage that you or any third party may suffer as a result of your use of the Services and/or the [Platsen](#) Website, and that you will indemnify Us for any such loss or damage that We suffer as a result of any claim brought against Us by any party arising out of your use of the Services and/or the [Platsen](#) Website.

§7.3. Notwithstanding the above, you as a [User](#) agree to the maximum extent permitted by law that [Floworder](#) total liability shall not exceed the total purchase price of your order.

§7.4. Services provided by [Floworder](#) have warranties that cannot be excluded by law and the Consumer Act. Nothing in these terms and conditions is intended to modify or exclude the terms, conditions, warranties and covenants and other legal rights under consumer law and other laws that cannot be modified or excluded.

§7.5. If any law imposes a warranty in this agreement that may not be legally excluded to the extent permitted by law (warranty), any liability imposed on [Floworder](#) in connection with a breach of the warranty will be limited to a refund of the price of the order(s).

§8. Compensation

To the fullest extent permitted by law, you as a [User](#) agree to indemnify Us from and against all liabilities, costs, claims, causes of action, damages and expenses (including attorneys' fees) arising out of or in any way related to your breach of any of the provisions of these Terms and/or your use of the Services and the [Platsen](#) Website.

§9. Separability

If any provision of these Terms is found to be unenforceable or invalid under applicable law, such unenforceability or invalidity will not render these Terms

unenforceable or invalid as a whole, and such provision shall be deleted without affecting the remaining provisions hereof.

§10. Mission

[Floworder](#) may assign, transfer and subcontract our rights and/or obligations under these terms and conditions without notifying or obtaining the approval from you as a [User](#). You may not assign, transfer or subcontract any of your rights and/or obligations under these Terms.