

Terms of Use

Before you use the site, please read the below terms of use carefully.

Effective: July 15, 2024

THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTES FIRST BY CONTACTING US DIRECTLY AND USING GOOD FAITH EFFORTS TO RESOLVE SUCH DISPUTE. THE SECTION BELOW ENTITLED "DISPUTE RESOLUTION" HAS A MANDATORY ARBITRATION PROVISION AND A WAIVER PERMITTING YOU TO ONLY PURSUE CLAIMS AND SEEK RELIEF AGAINST FROM THE RESTAURANT, S.L. ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. IT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT.

1. SERVICES

From the Restaurant, S.L. owns and operates this website (`{url}`), the related mobile sites and mobile applications, and selected other domains (collectively, the "Sites"). These terms of use (the "Agreement") constitute a contract between you and us. If you do not agree to the following terms of use, please do not use the Sites. As used in this Agreement, "FTR," "we," "us," and "our" shall mean From the Restaurant, S.L., LLC and its parent and affiliates.

The restaurants available on our Sites operate independently and have entered into agreements with us to provide the food and delivery services available to you on the Sites. The restaurants are required to comply with applicable laws, rules, regulations, and standards pertaining to the preparation, sale and marketing of food, including food preparation and safety and menu disclosure. FTR is not responsible for the restaurants' food preparation or safety and does not verify any restaurant's compliance with applicable laws. In addition, FTR does not guarantee the quality of what the restaurants sell, nor does it guarantee the services provided by the restaurant, including in those cases where the restaurant provides the delivery services. In addition, FTR does not independently verify representations made by restaurants regarding their food, including without limitation any menu- or restaurant-level descriptors or disclosures. Should you have any questions about your order or food allergies, please reach out to the restaurant directly.

We also partner with certain delivery service providers when available and selected by you (*e.g.*, UberDirect). Should you choose a delivery option through a service provider, we may share certain information you provide to us with the delivery service providers to complete the delivery of your order. The delivery service providers are not employed by us nor do they report directly to us. We therefore do not control the means and method in which workers deliver orders. Your use of delivery service providers may be subject to separate terms of use. Please review the applicable delivery service provider's terms for more information. We are not responsible for the services, acts, omissions, or representations of the delivery service providers.

2. USING FTR'S SERVICES; ACCESSIBILITY

You may only use the Sites to order if you are the authorized holder of the credit card used for payment or an authorized user of a corporate account and if you are able to form a binding contract with us. In addition, if you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Sites, and your parent or legal guardian must read and agree to this Agreement prior to your using the Sites. Notwithstanding the foregoing, you are prohibited from using the Sites if you are under the age of 13.

Mobile applications can be downloaded for free. However, you will be responsible for any connection or data charges incurred as a result of downloading, installing or using such applications.

Use of the Sites to order requires that you provide certain personal information. In consideration of the use of the Sites' services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the applicable Site, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or FTR has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FTR has the right to block your current or future use of the Sites (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your personal information and for all activities or any other actions that occur under or are taken in connection with your use of the Sites. You agree to (a) immediately notify FTR of any known or suspected unauthorized use(s) of your personal information while using the Sites, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your credit card information in connection with use of the Sites; and (b) ensure that you exit from the Sites at the end of each session. FTR will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your personal information.

We and the delivery service providers that we engage may communicate with you regarding your use of the Sites or delivery of orders. By using our Sites, you consent to receiving communications from us, including phone calls, faxes, emails, SMS and MMS text messages, messages through electronic apps or platforms, and any other communications made by and on behalf of us that may relate to the Site, your order, delivery of your order (if applicable), or these Terms of Use.

We are working hard toward ensuring that the Sites are accessible to everyone and improving accessibility of the Sites for people with disabilities. In the event you encounter any barrier to accessibility, you agree to contact us by e-mail: support@parallevarya.com, mail: c/o Regus Maria de Molina, 8th floor Maria de Molina 39, Madrid, Comunidad de Madrid, 28006, Spain, or phone: + 34 900 433 178. By using our Sites, you acknowledge and agree that accessibility is highly complex, subjective and changeable and that achieving absolute or total accessibility might not be possible. As provided in Section 6 (DISCLAIMER) below, the materials and all other content on the Site are provided on an "as is" and "as available" basis without warranties of every kind.

3. CREDIT POLICY

You pay for order(s) placed through the Sites. All orders are subject to the review and approval of the restaurant, who may make adjustments from time to time. When you place an order, you agree that we may immediately charge your credit card. In the event of any error in your order or the amount you were charged, you must contact the restaurant directly within one week following the date of your order so that the restaurant may determine whether you are entitled to a credit. If you do not raise the issue within one week of your order date, you waive the ability to receive a credit for any error.

4. MATERIALS AND LICENSE

The Sites and everything on them, from text to photos to videos to graphics and software, (collectively, the "Materials") are owned by or licensed to FTR. The Sites and the Materials are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties and/or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated on the Sites and except for the trademarks, service marks, logos and trade names of other companies that are displayed on

the Sites, all trademarks, service marks, logos, trade dress and trade names are proprietary to FTR, including without limitation, FTR and the foxordering.net trade dress. Please be advised that FTR enforces its intellectual property rights to the fullest extent of the law.

We grant you a limited, non-exclusive, non-transferable and revocable license to access and use the Sites and/or the Materials for your personal use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Sites. Any other use of the Sites and/or the Materials is strictly prohibited. No Materials may be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without our express written permission. Nothing contained on the Sites should be interpreted as granting to you any license or right to use any of the Materials and/or third party proprietary content on the Sites without the express written permission of FTR or the appropriate third party owner, as applicable.

If you download any software from the Sites, you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form.

FTR reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

5. USER CONDUCT

By accessing the Sites, you agree:

1. to comply with all applicable laws and not to use the Sites for any illegal purposes;
2. not to use the Sites or the services if you are under the age of 13;
3. not to access the Sites or services using a third-party's account/registration without the express consent of the account holder;
4. not to attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system and/or network connected to any FTR server;
5. not to attempt to impersonate another user or person;
6. not to deep-link to the Sites and/or access the Sites manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the Sites and/or any Materials and/or other content on the Sites;
7. not to conduct any kind of systematic retrieval of data or other content from the Sites;
8. not to create or compile, directly or indirectly, any collection, compilation, database or directory from the Site content;
9. not to use the Sites in any manner that could damage, disable, overburden and/or impair any FTR server, or the network(s) connected to any FTR server, and/or interfere with any other party's use and enjoyment of the Sites;
10. not to use any information obtained from the Sites or the FTR services in order to contact, advertise to, solicit, or sell to any user or restaurant;
11. not to sell or transfer your profile;
12. not to use the Sites to engage in commercial activities apart from sanctioned use of FTR services;
13. not to use the Sites as part of an effort to compete with FTR, the Sites, or the FTR services;
14. not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in any format or media;
15. not to license, sell and/or otherwise provide access to and/or use of the Sites to any third party, including without limitation to build a competitive product and/or service;

16. not to copy, publish or redistribute any coupon or discount code or act in bad faith in an attempt to manipulate or gain an unintended commercial benefit from incentive offers;
17. not to harass, annoy, intimidate or threaten any FTR employees or agents engaged in providing any portion of FTR's services;
18. not to display an advertisement, or accept payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Sites or FTR's services on behalf of that person, such as posting blogs or bulletins with a commercial purpose;
19. not to delete the copyright or other proprietary rights notice from any User Content or any portion of the Sites or FTR's services;
20. not to upload or transmit viruses or other harmful, disruptive or destructive files; and
21. not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our restaurant partners).

You agree that the consequences of commercial use or re-publication Materials from the Sites or other violations of the foregoing proscriptions may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that FTR will be entitled to temporary and permanent injunctive relief to prohibit such use or activity, without the need to prove damages.

6. DISCLAIMER

THE SITES, THE MATERIALS AND ALL OTHER CONTENT ON THE SITES ARE PROVIDED "AS IS," ON AN "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM, WITH RESPECT TO THE MATERIALS AND ALL OTHER CONTENT ON THE SITES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FTR DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE SITES WILL BE SECURE, UNINTERRUPTED AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. FTR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES, THE MATERIALS AND/OR ANY OTHER CONTENT ON THE SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE QUALITY AND/OR TIMING OF A DELIVERY ORDERED ON THE SITES AND/OR THE FOOD OR OTHER PRODUCTS DELIVERED. YOU (AND NOT FTR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE SITES, THE MATERIALS AND/OR OTHER CONTENT ON THE SITES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL FTR BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF FTR HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. FTR ASSUMES NO RESPONSIBILITY AND SHALL

NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. FTR ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL FTR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO FTR OR A RESTAURANT USING FTR'S SERVICES, IF ANY, OR (B) \$500 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU AND FTR AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

YOU AND FTR AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION.

8. THIRD PARTY LINKS

The Sites may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). FTR does not review, monitor, operate and/or control the Third Party Websites and FTR makes no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, FTR is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. We do not have any responsibility for such Third Party Websites and any third-party business practices (including, without limitation, their privacy policies). Your access and/or use of the Third Party Websites, including providing information, materials and/or other content to the Third Party Websites, is entirely at your own risk. We encourage you to be aware when you access such sites and read the terms and condition and privacy policy of each Third Party Website you use. FTR reserves the right to discontinue links to any Third Party Websites at any time and for any reason, without notice.

9. ADDITIONAL TERMS

Your use of the Sites is subject to any and all additional terms, policies, rules or guidelines applicable to FTR's services or certain features of the Sites that we may post or link to on the Sites (collectively, the "Additional Terms"), such as end-user license agreements, or other agreements or rules applicable to

particular features, promotions or content on the Sites. All such Additional Terms are hereby incorporated into this Agreement by reference.

10. PRIVACY POLICY

The terms and conditions of the Privacy Policy located at {url} are incorporated into this Agreement by reference.

11. COPYRIGHT POLICY

FTR respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Sites or a website through which our services may be accessed in a way that constitutes copyright infringement, please provide us with notification containing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Sites;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

12. VIOLATIONS OF THE AGREEMENT

FTR reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including without limitation the right to block access to the Sites from a particular account, device and/or IP address.

13. CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice. If we make a change to this Agreement, it will be effective as soon as we post it, and the most current version of this Agreement will always be posted under the "Terms of Use" tab ("Updated Terms"). If we make a material change to the Agreement, we may notify you. You agree that you will review this Agreement periodically. By continuing to access and/or use the Sites after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Sites. This Agreement will govern any disputes arising before the effective date of the Updated Terms.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our directors, affiliates, owners, officers, agents, partners, and employees harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your

use of the Sites, breach of these terms of use, or breach of your obligations under these terms of use. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. GOVERNING LAW

You acknowledge and agree that your access to and/or use of the Sites, the Materials and other content on the Sites is subject to all applicable laws and regulations. The terms, conditions and policies contained in this Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of laws principles.

16. DISPUTE RESOLUTION; CLASS ACTION WAIVER

A. Disputes. In the event of any dispute arising out of, or relating to use of the Site or these terms of use, you agree that the parties hereto shall first seek to settle such dispute through direct discussions between their respective principals. If a dispute cannot be settled amicably through such direct discussions within sixty (60) days from commencement of such discussions, such dispute shall be settled through binding arbitration as provided below.

B. Arbitration. You agree that all claims, disputes or disagreements that may arise out of the interpretation or performance of this Agreement, or that in any way relate to your use of the Sites, the Materials and/or other content on the Sites, shall be submitted exclusively to binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Arbitration means that an arbitrator and not a judge will decide the claim. Rights to prehearing exchange of information and appeals may also be limited in arbitration. **You acknowledge and agree that you waive your right to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and FTR otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms of Use. You further acknowledge that any claim arising under this Agreement will be brought within one year of its accrual or it will be waived.

C. Arbitration Process A party who desires to initiate arbitration must provide the other party with a written demand for arbitration. Arbitration will take place by remote means. If your claim does not exceed €10,000, then the arbitration will be conducted solely on the basis of documents you and FTR submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds €10,000, your right to a hearing will be determined by the applicable arbitration rules. The arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

D. Arbitrator's Decision The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The prevailing

party in arbitration will be entitled to an award of reasonable attorneys' fees and expenses to the extent provided under applicable law.

E. Class Action Waiver You acknowledge and agree that any claim or dispute in any arbitration or proceeding shall be brought on an individual basis only, and not as a class action or collective action, and there is no right or authority for any dispute or claim to be brought in a purported representative capacity on behalf of the general public or any other persons. Regardless of anything herein, the interpretation, applicability or enforceability of the class action waiver may only be determined by a court and not an arbitrator.

F. Changes FTR reserves the right to change this "Dispute Resolution" section. Notwithstanding the provisions of the modification-related provisions above, if FTR changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Sites after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing FTR written notice of such rejection by mail or by email within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and FTR in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

17. WAIVER AND SEVERABILITY

Any waiver by FTR of any provision of this Agreement must be in writing. If any portion of this Agreement is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to terms contained herein.