

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE

1. INTRODUCTION

- 1.1 This website (the “Website”) is operated by Delicia Global Food Network OÜ, a company incorporated in the Republic of Estonia (the “Company” or “we”).
- 1.2 These Terms of Use (the “Terms”) will govern your access to and use of this Website, delicia.io.

2. YOUR USE OF THIS WEBSITE

- 2.1 By using, visiting, accessing or registering with the Website you agree to accept and be bound by these Terms and policies referenced herein and/or available by hyperlink.
- 2.2 If you do not agree to these Terms, you must not access or use the Website
- 2.3 These Terms may be modified from time to time and are effective immediately when we post them. Any changes to these Terms will be reasonably notified to you through the Website. Please check these Terms periodically to ensure you understand the Terms that apply at that time.
- 2.4 By using the Website, you represent and warrant that you are:
 - 2.4.1 18 years of age or older;
 - 2.4.2 not barred to access, visit, use or register with the Website under any applicable law; and
 - 2.4.3 using the Website for your own personal use.

If you do not meet the above requirements, you must not access or use the Website.

3. OTHER TERMS THAT MAY APPLY TO YOU

- 3.1 These Terms refer to the following additional terms, which also apply to your use of the Website:
 - 3.1.1 Our Privacy Policy contained at the following link: delicia.io/privacy_policy.pdf (as may be amended from time to time), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and collection of your personal data and you warrant that all data provided by you is accurate.

4. WE MAY SUSPEND OR WITHDRAW THE WEBSITE

- 11.1 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5. LICENSE AND WEBSITE ACCESS

- 5.1 We grant you a limited license to gain access to and make personal use of this Website. No right, title or interest in our materials is conveyed to you. You may not download (other than page caching) or modify this Website, or any portion of it, except with our prior express written consent. This license does not include any resale or commercial use of this Website or its materials; any derivative use of this Website or its materials; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

- 5.2 This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, published, displayed, or otherwise exploited for any commercial purpose without our prior express written consent. All rights not expressly granted are reserved by us.
- 5.3 We have a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. You may not, without our prior express written consent, do any of the following:
 - 5.3.1 link to any web page on this Website;
 - 5.3.2 use any meta tags or any other "hidden text" utilizing our names or trademarks; or
 - 5.3.3 frame, inline link or utilize other techniques to associate or juxtapose any of our trademarks, logos, or other materials with advertisements and/or other information not originating from this Website.
- 5.4 Any unauthorized use terminates your limited license. In the event of a violation of these Terms, we reserve the right to seek all remedies available by law and in equity.
- 5.5 We retain the right at our sole discretion to deny anyone access to this Website, at any time and for any or no reason, including, but not limited to, for violation of these Terms.

6. LINKS TO OTHER WEBSITES

- 6.1 There may be links on this Website to one or more external websites or resources operated by third parties (the "Third Party Sites"). In addition, certain Third Party Sites also may provide links to this Website. None of such links shall be deemed to imply that we endorse the Third Party Sites or any content therein. Access to any Third Party Sites is at your own risk and we will have no liability arising out of or related to such Third Party Sites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any purchase, use of or reliance on any such content, goods, or services available on or through any such Third Party Site.

7. LIMITATION OF LIABILITY

- 7.1 This Website and all information, content, materials and services included on or otherwise made available to you through this Website are provided on an "as is" and "as available" basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials or services included on or otherwise made available to you through this Website, unless otherwise specified in writing. You expressly agree that your use and access of this Website is at your sole risk.
- 7.2 We do not warrant that this Website, information, content, materials or services included on or otherwise made available to you through this Website, their servers, or email sent from us are free of viruses, malware or other harmful components.
- 7.3 In no event will we be liable to any party for the following kinds of any damages of any kind arising from the use of this Website or from the use of or reliance on any information, content or materials (including software) included on or otherwise made available to you through this Website, including, but not limited to
 - 7.3.1 direct, indirect, incidental, punitive, and consequential damages, lost profits or revenues, costs of replacement, business interruptions, loss of data or damages resulting from use of or reliance on the information present, even if we are expressly advised about the possibility of such damages, unless otherwise specified in writing;
 - 7.3.2 losses and/or damages that are not covered by our specific warranties; or
 - 7.3.3 losses and/or damages caused by your violation of these Terms.
- 7.4 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

8. INDEMNITY

8.1 You will indemnify us and our affiliates, officers, agents, partners and employees and will keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of your access or use of the Website, your violation of any terms in these Terms or your violation of any rights of another.

9. SEVERANCE

9.1 If any provision in these Terms shall be deemed invalid, void, or for any reason unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, that provision shall be deemed severable. Any modification to or deletion of a provision shall not affect the validity and enforceability of any remaining provisions.

10. WAIVER

10.1 No failure or delay by a party 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 By visiting this Website, you agree that the laws of the Republic of Estonia, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that may arise between us.

11.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Court of Arbitration of the Chamber of Commerce and Industry in accordance with the Arbitration Rules of Court of Arbitration of the Chamber of Commerce and Industry. for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Estonia. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be the English language.