

GENERAL TERMS OF SERVICE

These General Terms of Service (“Terms”) are effective as of the date on which they are accepted by Customer (by checking the acceptance box or by any other means of acceptance) (“Effective Date”), and are entered into by Customer and Bumerang saas Ltd, a company incorporated under the laws of Hungary, with company number 01-09-393399, with a registered office at Gyori ut 2 1, 1123 Budapest, Hungary („Bumerang”). These Terms shall govern Customer’s access to and use of Bumerang Services. Customer’s representative must be eighteen (18) years or older to enter into these Terms and to use Bumerang Services. By accessing or using Bumerang Services, Customer agrees to be bound by these Terms. These Terms consist of the General Terms of Service, Order Management Terms, Dispatch Terms, Online Ordering Terms, Pickup Manager Terms, Exhibits, and any future addendums. If you are accepting these Terms on behalf of a third party, you represent and warrant that: (a) you have full legal authority to bind such third party under these Terms; (b) you have read and understood these Terms; and (c) you agree, on behalf of such third party, to these Terms. If you do not have the legal authority to bind such a third party, you must refrain from accepting these Terms on their behalf. Bumerang is not liable for the lack thereof. All undefined capitalized terms will have the meaning set forth in Exhibit C.

1. Bumerang Services. Bumerang Services are provided to Customer by Bumerang or its Affiliates (as the case may be). Bumerang Services are solely for the use of Customer. If approved by Bumerang, Bumerang Services may also be used, under the same terms and conditions of these Terms, by Affiliates and/or franchisees of Customer. Customer remains liable towards Bumerang (and its Affiliates) for any acts or omissions of its Affiliates and/or franchisees in regards to the use of Bumerang Services, and in respect of their obligations under these Terms. Use of any of

the Bumerang Services is subject to these Terms and the specific terms for such services. Customer will not, and will not allow third parties to use Bumerang Services and/or the Bumerang Services Results in any way that is competitive with Bumerang. Bumerang will do its best efforts to provide Bumerang Services in accordance with the current service level agreements, which may be shared (upon request) with Customer or accessed online if that option is made available by Bumerang. Customer acknowledges that Bumerang reserves the right to change unilaterally the scope of the service level agreements that it offers to Customer.

2. Bumerang Account. Customer will be required to create a Bumerang Account and select its Bumerang Credentials. Bumerang Credentials cannot be shared with third parties, and shall always remain confidential. Customer will immediately notify Bumerang if Customer suspects that the confidentiality of the Bumerang Credentials has been compromised. Customer represents and warrants that it will provide accurate, complete, and up to date information for the creation of the Bumerang Account. Customer shall be responsible for ensuring that the data provided to Bumerang is accurate, current, and complete. Customer is fully liable for any activity occurring under its Bumerang Account.

3. License. Bumerang grants Customer a non-exclusive, restricted, personal, non-transferable, revocable, and non-assignable license to use Bumerang Services, during the Term, in connection with the Restaurants in the Territory. These Terms do not grant and shall not be construed to grant Customer with any other right than the rights expressly granted by these Terms. Any right that is not expressly granted to Customer hereunder is reserved by Bumerang.

4. Restrictions. Customer agrees and acknowledges that it shall not, and shall not allow third parties to: (a) copy, duplicate, create derivative works from, frame or "mirror" Bumerang Service or any part thereof on any server or wireless or internet-based device, republish, download, display, transmit, translate, distribute or create Internet "links" to all or any portion of the Bumerang Services in any media or form; (b) modify, reconstruct, adapt, alter, reverse compile or reverse engineer, attempt to discover the source code or underlying algorithms user interface techniques or ideas, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Bumerang Services; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available any part of the Bumerang Services to any third party; (d) access Bumerang Service or any part thereof for purposes of monitoring the availability, the performance or the functionality of Bumerang Service, nor for any benchmarking or competitive purposes; (e) access or use Bumerang Service or any part thereof to provide services to third parties, to build a competitive product or service or a product or service using similar ideas, features, functionalities, functions or graphics as the Bumerang Services or any part thereof; (f) take any action in an attempt to cause malfunction, crash, tamper with or otherwise impair the Bumerang Services or any part thereof; or (g) take any action that would cause the any information related to the Bumerang Service to fall in public domain or that would damage the reputation of Bumerang.

5. Service Results. Bumerang grants Customer a non-exclusive, restricted, personal, non-transferable, revocable, and non-assignable license to use Bumerang Service Results during the Term. Customer agrees and acknowledge that it shall not, and shall not allow third parties to:

(a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, translate, adapt, alter or distribute all or any portion of the Bumerang Service Results in form or media, except as required for the usual operational activities related to order management, menu management and stock accounting for a Restaurant; (b) sell, resell, rent, lease, distribute, display, disclose or otherwise commercially exploit or otherwise make available the Bumerang Service Results to any third party, and (c) use the Bumerang Service Results or any part thereof to provide services to third parties, to build a competitive product or service or a product or service using similar ideas, features, functions or graphics as the Bumerang Services or any part thereof or to copy any ideas, features, functions or graphics of the Bumerang Services Results or any part thereof.

6. Service and Product Updates. Bumerang reserves the right to update, remove, restrict, bundle, improve, deprecate, and/or modify the Bumerang Services, any of the functionalities that can be accessed by Customer in connection with any Bumerang Services, and the functionalities that are covered by each tier of the tier program, at any time and for any reason. If an update does not materially change and/or affect the Bumerang Services (as defined by Bumerang), such update will be implemented without notice. Bumerang will provide thirty (30) days' notice to Customer of any updates. Boomerang can unilaterally modify the provisions of the Terms only that it is not unfair and does not constitute an abuse of rights.

7. Aggregated Data. Customer acknowledges that Bumerang may use aggregated and anonymized data related to Customer's use of the Bumerang Services for multiple purposes, including but not limited to analytics, product developments, and to identify market trends. Bumerang may share aggregate data with third parties and use it for any other commercial purposes.

8. Fees. In consideration for the provision of Bumerang Services, Bumerang or its Affiliates (as the case may be) will charge Fees to Customer. The applicable Fees and their conditions are set forth in the Order Management Terms, Online Ordering Terms, Dispatch Terms, and Pickup Manager Terms respectively. Customer shall pay Bumerang the applicable Fees based on the Bumerang Services used by Customer. Unless otherwise specified by Bumerang, Fees for the use of Bumerang Services are non-refundable.

9. Invoicing and Payment Term. Customer shall provide Bumerang with complete, correct and accurate invoicing and contact information, including legal name, address, e-mail address, name and telephone number of the authorized billing administrator, valid VAT/ Tax ID number, and shall update this information at the latest within thirty (30) days counted as of the moment the information changes, failing which Bumerang reserves the right to cease, suspend or interrupt Bumerang Services, without prejudice to its right to compensation for losses, damages and costs. The applicable payment terms of the Fees are set forth in the Order Management Terms, Dispatch Terms, Online Ordering Terms, and Pickup Manager Terms. Customer shall have ten (10) days to dispute any invoice issued by Bumerang by sending a written request to the email address provided in the invoice and/or by contacting support (if that option is available). Invoices that are not disputed within this term, are deemed to be accepted by Customer.

10. Interests. If payment of an invoice is not made on time, Customer will be liable for payment, without prior notice being required, from the maturity date of the invoice until payment in full of the invoice, to payment of default interest at a rate of 8% per annum (or the maximum permitted by the applicable law, whatever is higher), without detriment to Bumerang's right to compensation for losses, damages and costs effectively suffered as a result of the late payment.

11. Taxes. All Fees are exclusive of any and all direct and indirect taxes imposed by taxing authorities.

12. Changes to the Fees. Bumerang reserves the right to increase the Fees unilaterally. Changes to the Fees will be notified by Bumerang with thirty (30) days' notice to Customer. Continued use of the Bumerang Service by Customer after expiration of the notice period will be interpreted and construed as Customer's express acceptance of the updated Fees.

13. Suspension of Bumerang Services. Bumerang reserves the right to suspend the provision of any and/or all Bumerang Services to Customer when: (a) Bumerang confirms that the use of the Bumerang Service is contrary to these Terms or to Bumerang's instructions; (b) Bumerang confirms that the confidentiality and/or security of the Bumerang Credentials has been compromised; (c) Bumerang confirms that Bumerang Services are being used in an unlawful and/or fraudulent manner, or in a way that affects Bumerang's reputation and/or business; (d) The account of Customer (and/or of any Restaurant) is in arrears; (e) Customer fails to update its invoicing details; (f) There is a failure of internet infrastructure beyond Bumerang's reasonable control and it is not immediately avoidable; (g) Infrastructure maintenance of the Bumerang Services is required; (h) when any of the third party vendors that support the provision of Bumerang Services has an outage and/or when the services of such vendors are down due to any type of maintenance; (i) When Customer is subject to sanctions imposed by the government of United States of America, the European Union, or any member state of the European Union, and/or; (j) When Customer creates a Bumerang Account on the name of a third party.

14. Tier Program. Bumerang reserves the right to create a tier program for the Bumerang Services. Under the tier program, certain functionalities of any or all of the Bumerang Services may be bundled into different tiers. The pricing of each tier will vary depending on the functionalities of such a tier. Information about the different tiers, its pricing, and their functionalities will be provided to Customer in the format chosen by Bumerang. Customer acknowledges and agrees that the tier program may restrict or remove access to certain functionalities of any or all of the Bumerang Services that Customer had access to prior to the launch of the tier program. In accordance with Section 7 of the General Terms, Bumerang shall provide thirty (30) days' notice to Customer for the launch of the tier program. Customer will be given the option to select a tier before the expiration of the notice period. If Customer fails to select

a tier, Customer will no longer be able to use the functionalities of the Bumerang Services that were bundled under any of the tiers. In accordance with Section 6 of the General Terms, Customer acknowledges and agrees that Bumerang reserves the right to modify the functionalities that are bundled in each tier, in which case Bumerang shall provide thirty (30) days notice to Customer.

15. Technical Support. Bumerang will provide technical support to Customers. Support can be accessed by Customers through the following channels: <https://bumerang.zendesk.com/>. Support hours will vary per region, for more information please visit the above website. Bumerang reserves the right to suspend the provision of technical and operational support, or to change the scope of those services. Bumerang may introduce different support tiers to access technical and operational support, which may be subject to additional conditions and fees.

16. Non-GA Services. Bumerang may invite Customer to try and test Non-GA Services. Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes only and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms and conditions. Non-GA Services are not considered Bumerang Services hereunder and are provided without any express or implied warranty whatsoever. Bumerang may discontinue Non-GA Services at any time at Bumerang's sole discretion and may never make them available again.

17. Customer Personal Data and Channel Data. Customer's use of Bumerang Services, and any other services, features or products launched by Bumerang in the future, shall require Bumerang to process Customer Personal Data. Channel Data required for the provision of Bumerang Services will be transferred to Bumerang by the online delivery channel(s) that Customer works with, and will be processed by Bumerang under the terms of the agreement executed with each online delivery channel. The categories of Channel Data for the provision of Bumerang Services may vary depending on the online delivery channel that transfers it to Bumerang. Bumerang and Customers based in the European Economic Area that use Bumerang Services, agree to be bound by the Data Sharing Terms for EU Customers. Bumerang and Customers based outside the European Economic Area that use Bumerang Services, agree to be bound by the Data Sharing Terms of Non-EEA Customers. Bumerang's privacy notice and cookie policy, available at www.bumerang.com, are an integral part of these Terms.

18. Cooperation. Customer shall provide Bumerang with all necessary cooperation and with access to all information as may be required by Bumerang for the performance of these Terms and the provision of Bumerang Services. Customer agrees that the information provided for the performance of the Terms and the provision of Bumerang Services (including Customer Personal Data) shall be accurate, complete and up to date. Customer shall maintain all the necessary consents and permissions for Bumerang to perform its obligations under these Terms (including for the processing of Customer Personal Data) and shall perform its obligations under these Terms in a timely and efficient manner.

19. Network Requirements. Customer shall ensure that its network, file and web transfer protocols and message structures and any other systems which may be used in relation and/or in connection with Bumerang Services, comply with the standards that need to be met in order for the Bumerang Services to be operational as published on <https://www.bumerang.com> or with the specification which may be provided by Bumerang from time to time, and shall be solely responsible for procuring and maintaining the network and telecommunications connections between its IT-environment and Bumerang's Services.

20. No Endorsement. Bumerang does not endorse any third-party websites, delivery channels, services or products even if they are linked or can be accessed through the Bumerang Services. Bumerang shall not be liable for any content, products, services or other materials that are made available by these third parties to Customer. While using the Bumerang Services, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third parties, such as advertisers or sponsors, showcasing their goods and/or services through the Bumerang Services and/or through any Bumerang platform. Any such services and/or products and their terms, conditions, warranties or representations, are solely between Customer and said third party. Bumerang shall have no liability, obligation or responsibility for such third-party services or products, and will not be a part of the contractual relationship between Customer and such third parties.

21. Non-Exclusive Relationship. These Terms are non-exclusive and will not be construed as a requirements contract. For the avoidance of doubt, nothing herein will be interpreted as to prevent Customer or Bumerang from entering into similar agreements with third parties, and/or providing third parties with any kind of services or products. However, this activity shall not result in any damage to the reputation of Boomerang or Customer, and the license granted by Boomerang to the Consumer shall not transfer to a third party.

22. Trademarks. Customer grants to Bumerang, and Bumerang grants to Customer a limited, non-exclusive and non-transferable license during the Term, to use each party's respective Trademarks, on a royalty free basis, in connection with the activities related to these Terms. This license includes the right to reproduce, adapt and represent (in connection with all or part of the activities related to these Terms) the other party's Trademarks for the entire world, using all means and media, and without any restriction of any kind as regards exploitation methods, number of prints, dissemination or utilization. All uses of a party's Trademarks (owned or licensed, as applicable) will be in the form and format specified or approved by the party that owns (or is a licensee of, as applicable) such Trademarks. Other than as specifically set forth in these Terms, neither party will use the other party's Trademarks without the prior, express, written consent of the other party. All goodwill related to the use of a party's Trademarks by the other party will inure to the benefit of the party that owns (or is a licensee of, as applicable) such Trademarks. Except as expressly set forth herein, neither party will be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved. Neither party will not try to register or otherwise use and/or claim ownership in any of the other party's Trademarks, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

23. Intellectual Property. These Terms do not intend and shall not bring or be construed to bring any change to the propriety of or licenses to any Intellectual Property of the Customer or Bumerang. Customer and Bumerang agree that they shall not, as a result of these Terms, be entitled to any claim with regard to any Intellectual Property to which, prior to the signing of these Terms, was not entitled. Bumerang is and remains the exclusive owner of all its Intellectual Property relating to its products and services including, but not limited to, the Intellectual Property that underlies or is incorporated, included or used in the Bumerang technology, Bumerang Services, website, or software.

24. Confidentiality. Each Recipient agrees that it will not disclose the Discloser's Confidential Information to any third parties other than its Representatives, or use it in any way other than as necessary to perform its obligations under these Terms. Each Recipient will ensure that Confidential Information will only be made available to those of its Representatives who have a need to know such Confidential Information and who, prior to any disclosure of such Confidential Information, are bound by written obligations of confidentiality with respect to such Confidential Information that are no less stringent than those set forth in these Terms. The Recipient will cause its Representatives to comply with the confidentiality obligations of these Terms and will be solely responsible for any breach of these

Terms by any of its Representatives. Each Recipient will not, and will not authorize others to, remove or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on use and disclosure of Confidential Information will not apply to the extent: (i) the Discloser has authorized such use or disclosure and (ii) a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose (to the extent legally permissible) and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of these Terms and as requested by Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form. Neither Party makes any representation or warranty that Confidential Information is complete or accurate; all Confidential Information is provided "as is".

25. **Publicity.** Except as may be expressly set forth in these Terms, required by law, or otherwise agreed by the parties in writing, neither Customer nor Bumerang may issue a press release or otherwise refer to the other party in any manner with respect to these Terms or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the above, Customer authorizes Bumerang to promote the partnership with Customer through Bumerang's social media channels (including Facebook, Instagram, LinkedIn, and others), on its website, and on marketing materials created by Bumerang without remuneration.

26. **Insurance.** NA

27. **Representations and Warranties.** Customer and Bumerang hereby represent and warrant that: (i) they have full power and authority to enter into these Terms and perform its obligations hereunder; (ii) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their origin; (iii) they will comply with all Applicable Laws and regulations in their performance of these Terms (including without limitation all applicable Data Protection Laws); (iv) the content, media and other materials used or provided by such each party as part of these Terms or required for the provision of Bumerang Services shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party; and (v) no consent, authorization or approval from any governmental authority or any other entity is necessary in connection with the execution, delivery and performance by either party of these Terms or any of the obligations hereunder.

28. **Disclaimer.** Bumerang makes no representations, and hereby expressly disclaims all warranties, express or implied, statutory or otherwise, to the maximum extent permitted by applicable law, regarding the Bumerang Services, Non-GA Services, its products or any portion thereof, including any implied warranty of merchantability or fitness for a particular purpose, implied warranties arising from course of dealing or course of performance, performance, reliability, availability, accuracy or completeness. Customer acknowledges and agrees that Bumerang Services (including Non-GA Services) are provided "as is". Bumerang does not warrant that Bumerang Services (or Non-GA Services) shall be uninterrupted, error-free or that they shall meet Customer's specific needs, nor that Bumerang Services (or Non-GA Services), or information provided by Bumerang under these Terms shall be free from viruses, harmful components, errors or defects (nor that the said shall be corrected), nor that Bumerang Services (or Non-GA Services) shall operate in combination with other services, hardware, software, system or data. Bumerang shall have no liability for the (in)correctness of any data provided to it under these Terms or for any malfunction of the Bumerang Services (or Non-GA Services).

29. **Indemnification.**

a. From Customer: Customer will indemnify, defend and hold harmless Bumerang, its Affiliates and their respective directors, officers, employees and agents (the "Bumerang Indemnified Party") from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) (collectively, "Losses") with respect to any third-party claim arising out of or related to: (a) the negligence or willful misconduct of the Customer, its Affiliates, or its or their respective employees or agents in their performance of this Terms; (b) any claims that Customer breached its representations or warranties under these Terms; (c) any claims that Customer's Trademarks or Intellectual property infringe a third party's intellectual property rights, as long as such Trademarks and intellectual property has been used in the manner approved by Customer; (d) the breach Customer's breach of any of its obligations under these Terms or any applicable law; (e) The promotions and/or discounts offered by Customer to its clients in connection with the Online Ordering Services, and/or with any Losses arising from the nature or the quality of the Products sold by Customer to its clients through the Online Ordering Services, and/or delivered to its Customers in connection with Dispatch Services.

b. From Bumerang: Bumerang will indemnify, defend and hold harmless Customer, its Affiliates and their respective directors, officers, employees and agents (the "Customer Indemnified Party") from and against any Losses with respect to: (a) the negligence or willful misconduct of the Bumerang, its Affiliates, or its or their respective employees or agents in their performance of this Terms, or; (b) any third party claims alleging that the use of Bumerang Services as permitted hereunder infringes or misappropriates a third party's intellectual property right, and shall indemnify Customer Indemnified Parties as a result of, and for amounts paid by Customer under a court-approved settlement of, Losses; provided, however, that Bumerang (and its Affiliates) shall have no liability under this section 29 (b) to the extent that Losses arise from Customer's negligence, misconduct, or breach of the Terms.

c. Procedure: Each indemnified party shall provide prompt notice to the other party of any potential claim subject to indemnification hereunder. The indemnifying party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the indemnified party. The indemnifying party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the indemnified party, which will not be unreasonably withheld. The indemnified party will reasonably cooperate with the indemnifying party in the defense of a claim, at the indemnifying party's expense.

30. Limits of Liability.

a. Except for either party's indemnification obligations, or damages arising from either party's willful misconduct stipulated in point 29, to the maximum extent permitted by law, in no event shall Bumerang or Customer be liable for any claim for any indirect, punitive, incidental, exemplary or consequential damages, for loss of business profit, or damages for loss of business of a Restaurant, Customer, or any third party arising out of these Terms, or loss or inaccuracy of data of any kind, whether based on contract, tort or any other legal theory, even if Bumerang or Customer have been advised of the possibility of such damages.

b. Bumerang's combined total cumulative liability of each and every kind under these Terms shall not exceed €500, and Customer's combined total cumulative liability of each and every kind under these Terms shall not exceed €500. Bumerang's total cumulative liability for indemnification obligations set forth in these Terms shall not exceed €500.

31. Governing Law and Dispute Resolution. These Terms shall be governed, construed, and interpreted in accordance with the laws of Hungary, without regard to its conflict of law's provisions. Disputes that relate to these Terms will in first instance try to be resolved through amicable resolution between the parties. If Customer and Bumerang fail to resolve the Dispute, either party may file legal action against the other before the court of Budapest, Hungary.

32. Term and Termination.

a. These Terms are effective from the Effective Date until they are terminated by either party in accordance with these Terms ("Term").

b. Either Party ("Terminating Party") may immediately terminate these Terms by giving written notice to the other party, if the other party: (a) is the subject of adverse and negative publicity which the Terminating Party, acting reasonably, considers to adversely and materially affect the Terminating Party's brand, reputation or public image; (b) breaches any of its warranties, representations, and/or obligations under these Terms, or; (c) has engaged in activity that the Terminating Party reasonably believes is fraudulent or unlawful (d) or breaches the Terms in any other way.

c. Customer has right to stop using Bumerang Services at any time, and then, subject to any financial commitments expressly made by Customer in these Terms, Customer may terminate these Terms justifiably for its convenience at any time with thirty (30) days written notice to Bumerang. Bumerang may terminate these Terms for its convenience at any time with thirty (30) days written notice without liability. Parties shall settle with each other after the termination.

d. Upon termination Bumerang shall terminate Customer's access to the Bumerang Account, and the data residing therein, and Customer will lose access to all of the data, information, and content related to Customer's use of the Bumerang Services (including the Bumerang Service Results). After the termination Customer is not entitled to use trademarks, intellectual properties, domains, reputations, etc. of Bumerang. Customer shall return to the Bumerang all goods possessed in connection with this relationship.

e. Upon termination, neither Party shall engage in any conduct that would damage the reputation of the other Party.

f. In the event of termination of the contract with immediate effect, deliveries in progress shall be completed and the fee shall be paid.

33. Changes to the Terms. Bumerang reserves the right to modify these Terms unilaterally, for any reason, by posting an updated version on www.bumerang.com or by providing written notice to the email address associated with the Bumerang Account. Bumerang will inform Customer of any changes that are made to the Terms, which in Bumerang's discretion will have a material impact on Customer. Material changes to the Terms (as defined by Bumerang) will become effective thirty (30) days after notice is provided, except for when those changes are required by an administrative or judicial order, to comply with any applicable law or regulation, or to respond or react to a security related issues, in which case those changes will be effective immediately. Bumerang reserves the right to select the channel and/or means by which notice of material changes will be provided.

34. General.

a. All payment, confidentiality, indemnity, and limits of liability obligations shall survive the expiration or termination of these Terms.

b. Customer shall comply with all Applicable Laws and regulations (including Data Protection Laws, health and safety regulations, tax laws, and consumer protection laws). Customer's use of the Bumerang Services is subject to all applicable local, state, national and international laws and regulations. This comprises all legal obligations incumbent on the Customer to mark beverages as alcoholic and label food ingredients as containing allergens. Customer will not use the Bumerang Services or any content for any purpose or in any manner that is unlawful (including, without limitation, in any manner which violates the export or trade controls of the EU or any other country) or prohibited by these Terms, or which infringes the rights of Bumerang or third parties.

c. Any notice to Bumerang should be provided at support@bumerang.com. Notices to Customer will be sent to the email address provided by Customer in the onboarding process. Notice terms shall be calculated using calendar days.

d. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provision or exercise such options.

e. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the remainder of these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the content and purposes of these Terms.

f. Any delay in or failure by either party in the performance of these Terms shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting in or interference with the performance of its obligations under these Terms. Force majeure means any event beyond the control of either party which requires future action beyond the contractual obligation of either party that is unperformable or commercially impracticable, including without limitation epidemics, earthquakes, weather disasters, acts of war, acts of government, blockades, revolutions, strikes, boycotts, embargoes, popular uprisings, terrorism, feuds and any similar events.

g. Customer may not assign or transfer these Terms or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Bumerang. Bumerang reserves the right to assign these Terms or any of its rights and obligations hereunder, in whole or in part, without written notice to Customer, to any of its Affiliates or to any third party.

h. The parties expressly agree that these terms do not create a joint venture, partnership, or agency relationship between Bumerang (and/or Bumerang's Affiliates) and Customer (an/or Customer's Affiliates). Neither party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used in connection with these Terms.

i. These Terms contain the full and complete understanding and agreement between the parties. Unless otherwise stated herein, these Terms supersede all prior understandings and agreements, whether oral or written executed between Customer and Bumerang.

j. The parties acknowledge that there are no third-party beneficiaries to these Terms. Nothing contained in These Terms is intended to or shall be interpreted to create any third-party beneficiary claims.

ORDER MANAGEMENT TERMS

The following Order Management Terms govern Customer's access to and use of the Order Management Services. These Ordering Processing Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Bumerang (or an Affiliate, as the case may be) will provide Customer with Order Management Services in accordance with these Order Management Terms. Order Management Services may also include Customer's access to other functionalities, including but not limited to menu and stock management, reporting tools, and other products, functionalities, or features made available by Bumerang in the future. Unless otherwise informed by Bumerang, Order Management Services are provided under a subscription model.

2. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed, Customer will be able to use Order Management Services. Order Management Services can be accessed by Customers through the Admin Panel. Use of the Admin Panel is subject to the terms and restrictions that apply to Bumerang's Intellectual Property as set forth in the General Terms.

3. **Subscription Fee.** In consideration for the provision of Order Management Services, Bumerang or any of its Affiliates (as the case may be) will charge Customer the monthly Subscription Fee that Customer agreed to pay in the quote issued by Bumerang or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. The amount of the Subscription Fee may vary depending on the volume of orders that were processed in connection with the Order Management Services in the respective Subscription Period. The Subscription Fee applies for each Restaurant that receives and/or uses Order Management Services. The Subscription Fee shall be paid in the currency of the quote issued by Bumerang or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Bumerang Services is done by an Affiliate of Bumerang, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Subscription Fee shall be invoiced as of the date on which the first order of a Restaurant is processed by Bumerang in connection with the Order Management Services. If the Subscription Fee varies based on the volume of processed orders, Bumerang reserves the right to upgrade or downgrade the applicable Subscription Fee that Customer has to pay for each Subscription Period as applicable.

4. **Subscription Period.** Unless otherwise notified by Bumerang, the Subscription Period is thirty (30) days as of the issuance date of the invoice for the Subscription Fee. The subscription will be automatically renewed for additional periods of thirty (30) days, unless Customer provides fifteen (15) days notice to Bumerang prior to the expiration of the Subscription Term.

5. **Invoicing and Payment Term.** Invoices for the Subscription Fee will be issued to Customer on the last day of the Subscription Period. Invoices for the Subscription Fee shall be paid by Customer within the next ten (10) days as of the issuance date of the invoice. Customer authorizes Bumerang (and/or its Affiliates, as the case may be) to charge the Subscription Fee to Customer's credit and/or debit card on file.

6. **No responsibility for delivery channels or POS providers.** Customer hereby acknowledges and agrees that Bumerang shall not be responsible or liable if orders cannot be processed in connection with the Order Management

Services as a result of an issue, outage, problem, bug, or defect caused directly or indirectly by the delivery channel(s) and/or point-of-sale provider(s) used by Customer.

7. Privacy. Customer represents and warrants that it will only use Channel Data for the purpose of preparing the orders. Furthermore, Customer acknowledges and agrees that it shall process any possible Channel Data with GDPR.

DISPATCH TERMS

The following Dispatch Terms govern Customer's access to and use of the Dispatch Services. These Dispatch Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Bumerang (or an Affiliate, as the case may be) will provide Customer with Dispatch Services in accordance with these Dispatch Terms. For the sake of clarity, Dispatch Services are not delivery services. Bumerang's role in the provision of Dispatch Services is limited to facilitating the provision of Delivery Services by connecting Customer with the Selected Delivery Provider through a delivery platform operated by Bumerang. The merchant/provider of delivery services shall be the Selected Delivery Provider or its couriers (as the case may be), not Bumerang. Dispatch Services can be used in connection with Bumerang Orders or with Third-party Orders.

2. **Dispatch Integration Services.** In regions where Dispatch Services cannot be provided as described herein, Bumerang reserves the right to offer Dispatch Integration Services to Customer under a subscription model. For the sake of clarity, if Customer uses Dispatch Integration Services, Customer will have a direct billing relationship with the delivery provider that is integrated with the Customer's platform. In consideration for the provision of Dispatch Integration Services, Bumerang (or any of its Affiliates) shall charge Customer the Subscription Fee that Customer agreed to pay in the quote issued by Bumerang, or the one that was chosen in the self-onboarding flow if such option was made available for Customer. The Subscription Fee applies for each Restaurant that receives and/or uses Dispatch Integration Services. The Subscription Fee shall be paid in the currency of the quote issued by Bumerang or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Bumerang Services is done by an Affiliate of Bumerang, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Subscription Fee shall be invoiced as of the date on which the first order of a Restaurant is processed by Bumerang in connection with the Dispatch Integration Services. Sections 4 and 5 of the Order Management Terms are equally applicable to the Subscription Fee for Dispatch Integration Services. Section 6 of the Order Management Terms is applicable to the Dispatch Integration Services only in regards to the delivery providers that are integrated with the Customer's platform.

3. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed, Customer will be able to use Dispatch Services. Dispatch Services can be accessed by Customers through the Admin Panel. Use of the Admin Panel is subject to the terms and restrictions that apply to Bumerang's Intellectual Property as set forth in the Terms. Customer must have a credit card on file with sufficient funds to be able to use Dispatch Services. The lack of funds on the credit card will result in a suspension of Dispatch Services to Customer. When Dispatch Services are used in connection with Third-party Orders, Customer authorizes Bumerang to instruct the Payment Processing Provider to make a temporary authorization hold on Customer's credit card for the total amount of the Dispatch Fee and the Delivery Fee. If the authorization hold fails, Customer will not be able to place a delivery request with the Selected Delivery Provider. If the authorization hold is successful, the delivery request will be placed with the Selected Delivery Provider, and the total amount of the Delivery Fee and the Dispatch Fee will be charged on the credit card upon completion of the Delivery Service.

4. **Dispatch Fee and Delivery Fee.** In consideration for the provision of Dispatch Services, Bumerang or any of its Affiliates (as the case may be) will charge Customer the Dispatch Fee that Customer agreed to pay in the quote issued by Bumerang or the one chosen in the self-serve onboarding if that option was made available for Customer. The Dispatch Fee shall be applicable to each delivery request that is processed by Bumerang in connection with the Dispatch Services. In consideration for the provision of delivery services, Customer shall pay the Delivery Fee (and/or

the cancellation fee, as the case may be) to the Selected Delivery Provider. The Delivery Fee shall be displayed for Customer on the Admin Panel before placing a delivery request with the Selected Delivery Provider.

5. Invoicing, Payment Flows, and Refunds.

a. Dispatch Fee: Invoices for the Dispatch Fee will be issued by Bumerang on the last day of the month. Customer hereby acknowledges and agrees that the Dispatch Fee is non-refundable, including when the delivery service is canceled by the Selected Delivery Provider or Customer. The billing period starts on the last day of the respective month at 00:00:00 until the second last day of the month at 23:59:59 Central European Time.

b. Delivery Fee: Unless otherwise agreed between Customer and the Selected Delivery Provider, invoices for the Delivery Fee will be issued by the Selected Delivery Provider upon completion of the delivery service. Customer hereby authorizes Bumerang to share Customer's invoicing information and details with the Selected Delivery Provider.

c. Payment Flows.

i. For Bumerang Orders: The Dispatch Fee and the Delivery Fee shall be collected by the Payment Processing Provider from the Final Revenue. The Payment Processing Provider, acting under the instructions of Bumerang, will remit payment of the Delivery Fee to the Selected Delivery Provider, and payment of the Dispatch Fee to Bumerang.

ii. For Third-party Orders: The Dispatch Fee and the Delivery Fee shall be collected from Customer's credit card on file, as set forth in Section 2 of these Dispatch Terms. The Payment Processing Provider, acting under the instructions of Bumerang, will remit payment of the Delivery Fee to the Selected Delivery Provider, and payment of the Dispatch Fee to Bumerang.

6. Cancellation and Refund Criteria. The applicable refund and cancellation rules may vary depending on the Selected Delivery Provider. Bumerang shall apply refunds and cancellations as agreed with each Selected Delivery Provider. Customer may contact the Selected Delivery Provider for additional information.

7. Billing Services. Bumerang may offer billing services to Customer, which entail the creation of a monthly billing statement to aggregate invoices issued to Customer by the Selected Delivery Providers that provided delivery services to Customer on a given month. Bumerang reserves the right to choose the applicable format of the billing statement. If billing services are provided, the billing statement will be sent to Customer at the end of each month, provided that Customer used Dispatch Services in such a given month.

8. Delivery Support. Customer will be able to access support from the Selected Delivery Provider as set forth in the Delivery Terms, or through the support channels that are communicated to Customer by Bumerang. Customer acknowledges and agrees that Bumerang is in no way responsible for providing support to Customer for any issues that arise and/or relate to the provision of delivery services by the Selected Delivery Provider.

9. No responsibility for the Selected Delivery Provider. Customer hereby acknowledges and agrees that Bumerang shall not be responsible or liable for any acts or omissions of the Selected Delivery Provider or its couriers, including for the issues that might relate with the products of an order that are transferred by Customer to the Selected Delivery Provider, or for any issues related with the delivery service. Bumerang shall not be responsible for and does not act in any settlement of disputes between the Customer and the Selected Delivery Provider.

10. Delivery Provider Selection. The Admin Panel will allow Customers to: (a) manually select the delivery providers that Customers wants to see displayed in their Admin Panel, and manually choose the Selected Delivery Provider for each order and/or; (b) Define a set of rules such as maximum Delivery Fee, maximum pickup time, tie-breakers, and others that are made available by Bumerang, to automatically choose and send a delivery request the Selected Delivery Provider when suc rules are met.

11. Delivery Details. Delivery Details of the delivery providers enabled by Customer will be displayed for Customer in the Admin Panel.

12. Provision of Delivery Services. Each delivery request that is placed by Customer through the Admin Panel and that is accepted by the Selected Delivery Provider creates a legally binding relationship between Customer and the Selected Delivery Provider. Customer acknowledges and agrees that Bumerang is not a part, and will not be a part of the contractual relationship between Customer and the Selected Delivery Provider. The provision of delivery services by the Selected Delivery Provider shall be governed by the Delivery Terms. Delivery Terms will be displayed in the Admin Panel for Customer to review and accept before placing a delivery request with the Selected Delivery Provider. Customer will not be able to request the provision of delivery services from the Selected Delivery Provider if the Delivery Terms are not previously accepted by Customer.

13. Dispatch Data. Dispatch Data will be processed by Bumerang for the provision of Dispatch Services. The terms under which Dispatch Data is processed are governed by the Data Sharing Terms for EU Customers or the Data Sharing Terms for Non-EEA Customers as applicable. Customer acknowledges that Bumerang will share Dispatch Data with the Selected Delivery Provider. Unless Customer provides additional rights to the Selected Delivery Provider under the Delivery Terms, or unless the Selected Delivery Provider becomes the controller of the data, Bumerang will instruct the Selected Delivery Provider to only use Dispatch Data for the purpose of providing the delivery service, and to delete such data upon completion of the delivery services.

14. Courier Data. The provision of Delivery Services requires Customer to receive Courier Data from the Selected Delivery Provider. Customer acknowledges and agrees that Courier Data can only be used for the provision of the delivery services, and that such data cannot be stored or processed by Customer for any purpose.

15. Compliance. Customer hereby represents and warrants that it shall not, and will not allow third parties to use the Dispatch Services to request the delivery of Restricted Products, or to use Dispatch Services in any way that violates any Applicable Laws.

ONLINE ORDERING TERMS

The following Online Ordering Terms govern Customer's access to and use of the Bumerang Online Ordering Services. These Online Ordering Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Bumerang (or an Affiliate, as the case may be) will provide Customer with Online Ordering Services in accordance with these Online Ordering Terms. The Delivery and Pickup Channels associated with the Online Ordering Services are hosted by Bumerang. If Customer is also using Order Management Services, orders placed by Customer's clients on the Delivery and Pickup Channels, will be processed in accordance with the Order Management Terms.

2. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed (including the process of creating an account with the Payment Processing Provider and disclosing the necessary information and documentation for that purpose), Customer will be able to use Online Ordering Services. Online Ordering Services can be accessed by Customers through the Admin Panel. Use of the Admin Panel is subject to the terms and restrictions that apply to Bumerang's intellectual property as set forth in the Terms. Customer's use of Online Ordering Services is contingent on Customer's creation of an account with the Payment Processing Provider, which Customer will be able to do through the Admin Panel.

3. **Online Ordering Fees.** In consideration for the provision of Online Ordering Services, Bumerang shall charge Customer the Online Ordering Fees that were agreed by Customer in the quote issued by Bumerang or in the self-serve onboarding if that option was made available for Customer. Online Ordering Fees apply to each order that is processed by Bumerang through the Online Ordering Services.

4. **Subscription Model.** Customers that are using Online Ordering Services under a subscription model are paying applicable subscription fee that was agreed with Bumerang. Notwithstanding, Customer acknowledges and agrees that pursuant to Section 12 of the General Terms, Bumerang has the right to change the way in which fees are calculated (which includes the subscription fee for Online Ordering Services), meaning that Customer might be switched to a transactional pricing structure as set forth in these Online Ordering Terms in regards to Online Ordering Fees. If Customer is switched to a transactional pricing structure, Customer will be required to disclose KYC information to the Payment Processing Provider in order to receive payments.

5. **Invoicing and Payment Term.** Invoices for the Online Ordering fees will be issued to Customer on the last day of the month. Online Ordering Fees are collected and transferred to Bumerang by the Payment Processing Provider upon completion of each transaction. The billing period starts on the last day of the respective month at 00:00:00 until the second last day of the month at 23:59:59 Central European Time.

6. **Functionalities of the Delivery & Pickup Channels.** Unless otherwise informed by Bumerang, Online Ordering Services will allow Customer to: (a) Set the delivery radius, and the delivery fee that Customer will charge to its clients; (b) Create Delivery and Pickup Channels in the available languages supported by Bumerang; (c) Give its clients the ability to choose delivery and/or pick up methods; (d) Create and import menus; (e) Create promotions or discounts for its clients, and; (f) Customize the website based on the parameters provided by Bumerang.

7. QR Codes. Customers may have access to an “Eat-in” functionality, which enables them to create QR Codes. QR Codes can be printed and installed in Customer’s brick and mortar stores, and they will allow its clients to: (a) Access Customer’s menu for a specific store; (b) Place orders, and; (c) Pay for such orders.

8. Payment Processing.

a. Bumerang does not provide payment processing services. For the sake of clarity, payment processing services are provided by the Payment Processing Provider (defined in Exhibit C) that is appointed by Customer through the Admin Panel. Unless otherwise informed by Bumerang, the Payment Processing Provider will transfer the Final Revenue to Customer on a weekly basis. Customer may choose a shorter frequency, or to receive additional disbursements, subject to an additional fee.

b. Customer is required to accept terms and conditions from the Payment Processing Provider and disclose certain information (including KYC information) prior to being able to access payment processing services. Failure to provide accurate, up to date, and complete KYC information will result in a breach of these Terms, and will prevent Customer from accessing Online Ordering Services and payment processing services.

c. The Payment Processing Provider has the right to reject Customer’s request for the provision of payment processing services. Bumerang does not endorse the Payment Processing Provider, and disclaims any and all liability associated with the services provided by such Payment Processing Provider.

d. Customer’s selection of a Payment Processing Provider implies that Customer appoints such Payment Processing Provider as Customer’s limited payment collection agent solely for the purpose of: (a) accepting payment of the Retail Price of Products (plus any applicable taxes or other fees on Customer’s behalf) sold by Customer to its clients via the Online Ordering Services and; (b) Transferring the Final Revenue to Customer (plus applicable taxes and any other fees collected on Customer’s behalf) less the retained Online Ordering Fees (as applicable), or any other charges that might apply.

e. If applicable and/or requested by the Payment Processing Provider, Customer grants Bumerang with the right to configure Customer’s account profile and fraud scoring rules on Customer’s account with the Payment Processing Provider. Customer acknowledges and agrees that Bumerang may set restrictions on the amount of payments that can be processed by Customer in connection with the Payment Processing Services.

f. Customer shall immediately reimburse Bumerang any Chargebacks and/or Refunds that are collected from Bumerang by the Payment Processing Provider due to the lack of sufficient funds from the Final Revenue, to charge those directly from Customer. Customer acknowledges that Bumerang may instruct the Payment Processing Provider to deduct the amounts of the Chargebacks and/or Refunds from the Final Revenue. For the purpose of this section, “Chargeback” means a transaction which is successfully charged back on request of the account holder or the issuer of the payment method pursuant to the relevant rules of the owner of the payment method resulting in a cancellation of the transaction in respect of which Customer has been paid or was due to be paid. For the purposes of this section, “Refund” means a (partial) reversal of a particular transaction, whereby the funds are reimbursed to the account holder on the initiative or request of the Customer. Customer hereby acknowledges and agrees that Customer shall be fully liable and responsible for any fines that the Payment Processing Provider and/or party offering and/or regulating the relevant payment method used by the Client, impose on Bumerang as a result of the acts or omissions incurred in by Customer in the use of the payment processing services provided by the Payment Processing Provider or the payment method offered by the party that offers and/or regulates such payment method.

g. Customer hereby represents and warrants that Customer shall not use the Online Ordering Services nor the payment processing services to sell illegal items or Products, including but not limited to firearms, drugs, hazardous materials, adult content material, subscriptions or entertainment, any kind of financial instruments, products that breach third party’s intellectual property rights, or any and all products or items that are restricted by law or regulation, or those that are restricted or prohibited by the collective set of bylaws, rules, regulations, operating

regulations, procedures and/or waivers issued by the party offering and/or regulating the relevant payment method, as well as those listed by the Payment Processing Provider in its website.

h. Bumerang or the Payment Processing Provider may, from time to time, request information from Customer to confirm Customer's identity as may be necessary under any applicable compliance obligations before any payments are transferred to Customer. The Payment Processing Provider may refuse to process payments owed to Customer if there exists a legal or regulatory risk or potential breach of law or regulation associated with such transfer to Customer.

9. Promotions and Discounts. Customer shall be able to create certain promotions and discounts for its clients through the Online Ordering Services. Customer represents and warrants that such promotions and discounts shall comply with all Applicable Laws and regulations, including consumer protection laws. Customer shall be responsible for creating terms and conditions that apply to its promotions and discounts, and shall make such terms and conditions available to its clients. Customer acknowledges and agrees that Bumerang bears no responsibility or liability whatsoever for the discounts and promotions offered by Customer to its clients. If Customer provides a discount or promotion to its clients, such discounts and promotions will be deducted from the payment that Customer receives. For the sake of clarity, the concept of "Retail Price" (as defined in Exhibit A), will only be used for the purpose of calculating the Online Ordering Fees. Accordingly, if Customer provides discounts or promotions to its clients, such discounts and promotions will be deducted from the payment that Customer receives, and they will not be taken into consideration for the purpose of calculating the Online Ordering Fees.

10. Client Support. Customer agrees and acknowledges that Customer (not Bumerang) shall be responsible for providing support to its clients for any issues that may arise and/or are related to the Products or the delivery of the same.

11. Availability of Products. Customer will make Products available for purchase through the website(s) associated with the Online Ordering Services. Customer will prepare, handle, and store all Products in accordance and in compliance with all Applicable Laws. Customer is responsible for ensuring that Products comply with all the food safety and hygiene requirements.

12. Responsibility of Products. Customer acknowledges and agrees that Customer retains title to the Products, and therefore is responsible for all Products until the moment those are transferred to Customer's client.

13. Refunds for Defective Products. Customer is responsible for all costs related to reimbursement to its clients in the event any such client(s) request a refund for Defective Products or otherwise unsatisfactory Products (including, without limitation, any costs associated with retrieving any such Defective Products or otherwise unsatisfactory Products, if applicable).

14. Alcohol. If Customer offers and/or sells alcohol via the Online Ordering Services, Customer represents and warrants that it has and will maintain all required licenses and/or permits to sell and, if applicable, deliver alcohol, and will comply with all Applicable Laws in respect thereof, including, without limitation, time restrictions and legal age. Customer shall provide copies of these licenses to Bumerang upon request.

15. Taxes. Customer is responsible for ensuring the accuracy and timely filing of its own tax returns. Customer is also responsible for determining, applying, managing, and displaying the applicable and accurate taxes for its Products and/or services.

16. Retail Price. Customer is the "retailer" or "seller" of all Products (including delivery services related to such Products). Customer is responsible for determining and setting Retail Price for each Product to be made available for sale via the Online Ordering Services. Customer is solely responsible for the remittance of all applicable VAT, seller's use, transaction privilege, privilege, general excise, gross receipts, meals tax and similar transaction taxes in connection with the sale of Products.

17. Privacy. Customer is the Controller (as defined by the GDPR) of Customer Personal Data shared with Bumerang for the provision of Online Ordering Services. As such, Customer is required to incorporate a link to its cookie policy and privacy notice on each one of the Delivery and Pickup Channels associated with the Online Ordering Services, and comply with all the obligations of the Data Protection Laws in respect of their role as the controller of the data.

PICKUP MANAGER TERMS

The following Pickup Terms govern Customer's access to and use of Pickup Manager Services. These Pickup Manager Terms are an integral part of the Terms. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

1. **Scope.** Bumerang will provide Customer with Pickup Manager Services in accordance with these Pickup Manager Terms. Pickup Manager Services can only be provided by Bumerang if Customer is also using Order Management Services for the applicable Restaurant. Pickup Manager Services are offered under a subscription model.

2. **Access.** Upon execution of the Terms, and once the onboarding process of the Customer has been completed (including the process of onboarding Customer for the purpose of accessing Order Management Services), Customer will be able to use Pickup Manager Services. Pickup Manager Services can be accessed by Customers through the Admin Panel. Use of the Admin Panel is subject to the terms and restrictions that apply to Bumerang's Intellectual Property as set forth in the Terms.

3. **Free Trials.** Bumerang, in its sole discretion, may choose to grant Customer with a free trial to test and try Pickup Manager Services. The term of the free trial is thirty (30) days counted as of the moment Bumerang enables Customer's access to the Pickup Manager Services. Customer is required to notify Bumerang if Customer does not wish to continue using Pickup Manager Services upon completion of the free trial - such notice can be provided by Customer at any time before the expiration of the free trial. If Customer fails to provide notice to Bumerang, Customer acknowledges that Bumerang shall have the right to upgrade Customer to a paid subscription, whereby Customer shall pay the applicable Pickup Manager Fee for the use of Pickup Manager Services. Bumerang will send a reminder to Customer before the expiration of the free trial.

4. **Pickup Manager Fee.** In consideration for the provision of Pickup Manager Services, Bumerang or any of its Affiliates (as the case may be) will charge Customer the monthly Pickup Manager Fee that Customer agreed to pay in the quote issued by Bumerang or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. The Pickup Manager Fee applies for each Restaurant that receives and/or uses Pickup Manager Services. The Pickup Manager Fee shall be paid in the currency of the quote issued by Bumerang or the one that was chosen in the self-serve onboarding process if that option was made available for Customer. If invoicing for Bumerang Services is done by an Affiliate of Bumerang, invoices shall be paid by Customer in the local currency of the country where the Affiliate is based. The Pickup Manager Fee shall be invoiced as of the date on which Customers buys the subscription to use Pickup Manager Services.

5. **Subscription Period.** Unless otherwise notified by Bumerang, the Subscription Period is thirty (30) days counted as of the date on which the invoice for the Pickup Manager Fee is issued by Bumerang. The subscription will be automatically renewed for additional periods of thirty (30) days until these Pickup Manager Terms and/or the Terms are terminated by either Party as stated in Section 32 of the General Terms.

6. **Invoicing and Payment Term.** Invoices for the Pickup Manager Fee will be issued to Customer on the last day of the Subscription Period. Invoices for the Pickup Manager Fee shall be paid by Customer within the next thirty (30)

as of the issuance date of the invoice. Customer authorizes Bumerang to charge Customer's credit and/or debit card on file for the applicable amount of the Pickup Manager Fee.

7. Order Statuses & Hardware Requirements. Pickup Manager Services enable Customer to show certain data about pickup orders that are processed in connection with Ordering Processing Services, where Customer can choose to display the following information: (a) Status of the order; (b) Delivery channel where the order is coming from; (c) The ID of the order as it appears on the online delivery channel; (d) Location; (e) name of the customer who made the order, and; (f) Preparation time. Customers will be able to select and update, as applicable, any of the following statuses for their pickup orders: (a) Ready for pickup; (b) Preparing, or; (c) In the queue. This information can be displayed on any device supporting web browsers (including TV screens) at each Restaurant. This information can be created in the form of a quick response code that couriers could scan to obtain details about the pickup order without disturbing the operation of the Restaurant's kitchen or staff.

EXHIBIT A: DATA SHARING TERMS FOR EU CUSTOMERS

The terms of this Exhibit shall govern the sharing and processing of Customer Personal Data for the provision of Online Ordering Services and/or Dispatch Services for Customers located in the European Economic Area or the United Kingdom. All undefined, capitalized terms will have the meaning set forth in Exhibit C.

For the purpose of this Exhibit the terms, "Third Country", "Member State", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in General Data Protection Regime (EU) 2016/679 ("GDPR").

1. **Scope.** Customer with signing and accepting the Terms acknowledges and consents that the Bumerang is entitled to process the Customers' Personal Data for purpose of the performance of the Terms, including any Personal Data, to the extent that such processing is done in and required for the performance of the Terms or the provision of Bumerang Services. Bumerang acknowledges that Customer Personal Data cannot be used by Bumerang outside of the scope of the Agreement. The subject matter and duration of the Processing, the nature and purpose of the Processing, and the type of Customer Personal Data and categories of Data Subjects are set out in Section 13. The obligations and rights of the Customer as Controller are set out in this Exhibit A

2. **Roles of the Parties.** Bumerang is the Controller of Customer Personal Data processed in connection with the Terms and the provision of Bumerang Services, and Customer is the Controller of any other, own customers' Personal Data which is transferred to the Bumerang for purpose of the performance of the Terms, in connection with these data Bumerang is the Processor. If the Customer transfer the personal data of its own customers to Bumerang lawfully, Bumerang shall process these personal data in connection with the applicable rules.

3. **Bumerang's Privacy & Cookie Policy.** Customer agrees to the terms and conditions of Bumerang Privacy and Cookie Policy available at <https://www.bumerang.com>. Rules for being a Processor of the data of Customers' customer are declared in this Terms and a separate data processing agreement concluded between the Customer and Bumerang.

4. **Data Protection Laws.** Customer and Bumerang shall comply with the applicable Data Protection Laws in the performance of the Terms. Customer warrants and guarantees that the Terms and any instructions given to Bumerang regarding Customer Personal Data are not contrary to the Data Protection Laws or to the legal rights of Data Subjects and that, among others, that all Customer Personal Data (and Personal Data) transferred by Customer to Bumerang is lawfully collected and transmitted and may lawfully be used, processed, stored and transferred for the purpose of the performance of the Terms and provision of Bumerang Services to the Customer. Bumerang shall inform Customer if, in Bumerang's opinion, the Processing instructions from the Customer infringe Data Protection Laws. In case of any data breach, the Customer shall immediately inform Bumerang of the fact and of the measures to be taken.

5. **Representations and Warranties.**

a. **O f Customer:** Customer represents and warrants that it has appropriate legal basis to transfer and share its own Customer Personal Data with Bumerang.

b. Of Bumerang: Bumerang warrants and guarantees that (a) it shall refrain from processing Customer Personal Data other than on Customer's documented instructions (the Terms being deemed to constitute such instruction), (b) it shall not use Customer Personal Data for any other purpose than for the performance of the Terms and the provision of Bumerang Services, and (c) except for the Affiliates insofar as Bumerang deems this necessary or useful to fulfill its Processing obligations or to perform the Terms or the Bumerang Services, shall not transfer Customer Personal Data to a Third Country or an international organization, unless required to do so by Union or Member State Law to which Bumerang is subject and provided Bumerang informs Customer upfront of that legal requirement, unless that law prohibits such information on important grounds of public interest. If Personal Data processed under the Terms is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data is adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

6. Technical and Organizational Measures. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Bumerang warrants that it shall, in relation to Customer Personal Data, implement appropriate technical and organizational measures to ensure a level of security reasonably appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Bumerang shall implement appropriate security measures (technical, logical and organizational), and confirms that, to its best knowledge, these measures provide an appropriate security level, considering the state of the art and the security threats that are known or should reasonably be known by Bumerang. Bumerang shall ensure that persons authorized to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Sub-Processors. Customer hereby gives a general authorization to Bumerang to engage (or disclose any Customer Personal Data to) any Sub-Processor, insofar as Bumerang deems this necessary or useful to fulfill its Processing obligations or to perform its obligations under the Terms, being understood that Bumerang shall remain liable towards Customer for the performance of each Sub-Processor. Bumerang shall ensure that each Sub-Processor performs all the obligations under the Terms, as they apply to Processing of Customer Personal Data carried out by that Sub-Processor, as they apply to Bumerang.

8. Processes to Comply with Rights of Data Subject Rights. Considering the nature of the Processing, Bumerang shall assist Customer by implementing appropriate technical and organizational measures for the fulfillment of Customer's obligations to respond to requests to exercise Data Subject rights under Data Protection Laws (including right of access to its personal data and a right to request corrections).

9. Data Breach. Bumerang shall notify Customer within forty-eight (48) hours of discovery of any unauthorized access to, acquisition or disclosure of Customer Personal Data, or a breach of security or confidentiality with respect to Customer Personal Data in Bumerang's control or possession ("Data Security Incident"). Bumerang shall cooperate with Customer and assist in the investigation, mitigation and remediation of each Data Security Incident, considering the information and technical means available to Bumerang. Customer will reasonably reimburse Bumerang for any expenses specifically made upon Customer's request, if the Data Security Incident is not attributable to Bumerang.

10. Data Protection Impact Assessments. Bumerang shall provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Article 35 or 36 of the GDPR, in each case

solely in relation to the Processing of Customer Personal Data by, and considering the nature of the Processing and information available to Bumerang.

11. Deletion of Customer Personal Data. Bumerang shall, at the request of Customer, return or delete and procure the deletion of all copies of Customer Personal Data. Bumerang may however retain certain Customer Personal Data to the extent required by Data Protection Laws, EU or Member State Laws, and for such period as required under Data Protection Laws, EU or Member State Laws.

12. Audits. Bumerang shall make available to Customer on request all information reasonably necessary to demonstrate compliance with Article 28 of the GDPR and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Bumerang. The cost of any such audits or inspections shall be borne by Customer.

13. Description of Data Processing.

a. Categories of Data Subjects: Bumerang will process data from end users and customers of Customer.

b. Types / Categories of Personal Data: Name, email address, phone number, address, order details, and geo-location.

c. Subject matter, nature and purpose of the Processing: Provision of Online Ordering Services and Dispatch Services to Customers.

d. Legal basis of Processing: Performance of Terms.

e. Duration of the Processing: The duration of the Terms or as otherwise required under applicable law.

EXHIBIT B: DATA SHARING TERMS FOR NON-EEA CUSTOMERS

The terms of this Exhibit shall govern the sharing and processing of Customer Personal Data for the provision of Online Ordering Services and/or Dispatch Services for Customers located outside of the European Economic Area or United Kingdom. All undefined, capitalized terms will have the meaning set forth in Exhibit C. For the purpose of these data sharing terms, Customer is the importer of personal data, and Bumerang is the exporter.

EU STANDARD CONTRACTUAL CLAUSES (Processor to Controller) SECTION I

Clause 1 - Purpose and Scope

- a. The purpose of this standard contractual clauses is to ensure compliance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- b. The parties:
 - i. The natural or legal person(s), public authority/ies, agency/ies, or body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A (hereinafter each "data exporter"), and
 - ii. The entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also party to these Clauses, as listed in Annex I.A (hereinafter each "data importer") have agreed to these standard contractual clauses (hereinafter "Clauses").\
- c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 - Effect and Invariability of the Clauses

- a. These Clauses set out appropriate safeguards, including enforcement data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 - Third-party beneficiaries.

- a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions: (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7; (ii) Clause 8.1 (b) and Clause 8.3 (b); (iii) Clause 13; (iv) Clause 15.1 (c), (d) and (e); (v) Clause 16 (e); (vi) Clause 18.
- b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 - Interpretation.

- a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c. These Clauses shall not be interpreted in a way that conflicts with the rights and obligations provided in Regulation (EU) 2016/679.

Clause 5 - Hierarchy. In the event of a contradiction between these Clauses and the provisions of related agreements between the parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 - Description of the transfer(s). The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Docking Issues.

- a. An entity that is not a party to these Clauses may, with the agreement of the parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a party to these Clauses and have the rights and obligations of a data exporter or a data importer in accordance with its designation in Annex I.A.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8 - Data protection safeguards. The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of technical and organizational measures, to satisfy its obligations under these Clauses.

8.1. Instructions

- a. The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.
- b. The data exporter shall promptly inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- c. The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- d. After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer, or return to the data importer all personal data processed on its behalf and delete existing copies.

8.2. Security of Processing

a. The Parties shall implement appropriate technical and organizational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data², the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having resources for encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

b. The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.

c. The data exporter shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

8.3. Documentation and Compliance

a. The Parties shall be able to demonstrate compliance with these Clauses.

b. The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

Clause 9 - Sub-processors:

N/A

Clause 10 - Data Subject Rights. This includes whether the transfer and further processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions or offences. The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer, or for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

Clause 11 – Redress. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints, and it shall deal promptly with any complaints it receives from a data subject.

Clause 12 – Liability. The Parties shall be bound by the same liability provisions that were agreed in the Terms.

Clause 13 - Supervision: N/A

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14 - Local laws and practices affecting compliance with these Clauses

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of personal data by the data importer, including any requirements to disclose personal data or measures authorizing access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements: (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred; (ii) the laws and practices of the third country of destination - including those requiring the disclosure of data to public authorities or authorizing access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards; (iii) Any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of personal data in the country of destination;

c. The data importer warrants that, in carrying out the assignment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses;

d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority upon request;

e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the Terms, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reasons to believe that the data importer can no longer fulfill its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organizational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the Terms, insofar as it concerns the processing of personal data under these Clauses. Where the Terms are terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 - Obligations of the data importer in case of access by public authorities

15.1. Notification

a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it: (a) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or (ii) becomes aware of any

direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all the information available to the importer.

b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waive of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them upon request of the data exporter.

c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the Terms, with as much relevant information as possible on the request received (in particular, number of request, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the Terms and make it available to the competent supervisory authority on request.

e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2. Review of legality and data minimization.

a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV - FINAL PROVISIONS

Clause 16 - Non-compliance with these Clauses and termination.

a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14 (f).

c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where: (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension; (ii) the data importer is in substantial or persistent breach of these Clauses; or (iii) the data importer fails to comply with a binding decision of a competent court or supervisory

authority regarding its obligations under these Clauses. In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d. Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under the local law.

e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 - Governing Law. These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Hungary.

Clause 18 - Choice of forum and jurisdiction. Any dispute arising from these Clauses shall be resolved by the courts of Hungary.

ANNEX I

A. LIST OF PARTIES

Data Exporter	Data Importer
Name: Bumerang.	Name: Customer
Address: As set out in the General Terms.	Address: the one provided by the Customer in the onboarding process.
Contact person's name, position and contact details: Contact details are set out in Section 15 of the General Terms.	Contact person's name, position and contact details: details of the person creating the Bumerang Account.
Signature and date: These Clauses are incorporated into the Terms and are signed by virtue of entering into the Terms.	Signature and date: These Clauses are incorporated into the Terms and are signed by virtue of entering into the Terms.
Role: Processor.	Role: Controller

B. DESCRIPTION OF TRANSFER

Concept and Description

Categories of data subjects whose personal data is transferred: End users and clients of the Customer.

Categories of personal data transferred: Name, email address, phone number, order details, geolocation/location data.

Sensitive data transferred: Not applicable.

Frequency of the transfer: The personal data will be transferred on a continuous basis in providing Online Ordering Services and Dispatch Services under the Terms.

Nature of the processing: For Online Ordering Services, personal data shared by Customers shall be used by Bumerang to process the incoming order into Customer's system. For Dispatch Services, personal data shared by Customer will be transferred to the Selected Delivery Provider for the fulfillment of delivery services.

Purpose of the data transfer and processing: Provision of Online Ordering Services and Dispatch Services.

Retention Period: The duration of the Terms or as otherwise required under applicable law.

EXHIBIT C: DEFINITIONS

The following terms shall have the meanings ascribed to them below.

“Affiliates” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership of Bumerang, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“Applicable Laws” mean all applicable laws, statutes, regulations and codes from time to time in force (including without limitation all applicable data protection and privacy laws, food safety and hygiene regulations, and employment laws).

“Basket-size” means the total price of an order that is placed by Customer’s client through the Delivery & Pickup Channels and/or the QR Codes (as the case may be), calculated based on the Retail Price of all the Products of such order.

“Chargebacks” has the meaning set forth in the Online Ordering Terms.

“Channel Data” means Personal Data that is transferred to Bumerang by the online delivery channels that Customer works with, for the provision of Order Management Services and/or Pickup Manager Services.

“Confidential Information” means any confidential, proprietary or other non-public information disclosed by the Discloser to the Recipient, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient.

“Courier Data” means the courier’s Personal Data that might be shared by the Selected Delivery Provider for the provision of delivery services.

“Customer” or “you” means an individual and/or a legal entity whose information was provided in the self-signup flow, who has a contractual relationship with Bumerang to use any, or all the Bumerang Services as a result of accepting these Terms.

“Customer Indemnified Party” has the meaning set forth in the General Terms.

“Customer Personal Data” means Personal Data that Customer transfers to Bumerang for the provision of Online Ordering Services, Dispatch Services, and for any other services, features, or products in which Bumerang processes Personal Data under the instructions of Customer and also the personal data of contractual Customer’s natural persons (e.g. managing director, employees, etc.), for which the Bumerang is Controller.

“Data Protection Laws” means all laws and regulations applicable to the Processing of Customer Personal Data under these Terms, including, as applicable, the laws and regulations of the European Union, the European Economic Area, and their member states, including the General Data Protection Regime (EU) 2016/679 (“GDPR”).

“Admin Panel” means the web-based Admin Panel owned by Bumerang, through which Customers access Bumerang Services.

“Defective Product” means any Product that fails to meet any quality, portion, size, ingredient, allergen, origin or nutritional information or rules and regulations that govern the adequacy of Products or standards required by Applicable Laws.

“Bumerang” has the meaning set forth above.

“Bumerang Account” means the account created by the Customer to access Bumerang Services.

“Bumerang Credentials” means the username and password chosen by Customer to access the Bumerang Account.

“Bumerang Indemnified Party” has the meaning set forth in the General Terms.

“Bumerang Services” collectively mean software, computer programs, products, services, tools, interfaces, portals, and related features, developed by Bumerang that enable the provision of Order Management Services, Dispatch Services (including Dispatch Integration Services), Online Ordering Services, Pickup Manager, and any other product, functionality, or service that is launched by Bumerang in the future.

“Bumerang Service Results” means any documents, data or information generated by Customer through its use of Bumerang Services.

“Delivery Fee” means the fee that Customer shall pay the Selected Delivery Provider for the provision of delivery services.

“Delivery Details” means the information of the delivery provider (including but not limited to estimated times of arrival, and delivery fee) that is displayed for Customer in the Admin Panel.

“Delivery Terms” means the terms and conditions that govern the provision of delivery services between Customer and the Selected Delivery Provider.

“Delivery and Pickup Channels” means the websites that Customer creates through the Admin Panel, which among other things, allows Customer to promote and sell Products to its clients.

“Discloser” means the party on its behalf or on behalf of a third party discloses Confidential Information to the Recipient.

“Dispatch Data” means the Personal Data shared by Customer, through the Admin Panel, to request the provision of delivery services.

“Dispatch Fee” means the fixed transactional fee charged by Bumerang to Customer for the provision of Dispatch Services, as set forth in the Dispatch Terms.

“Dispatch Integration” means the provision of technological and technical services that enable the

“Services” ongoing integration between Customer’s platform (including app and/or website, as the case may be), with the platform of a delivery provider, enabling Customer to request the provision of delivery services from such delivery providers.

“Dispatch Services” means the facilitation of delivery services by connecting the Customer with the Selected Delivery Provider through the delivery platform operated by Bumerang.

“KYC” know your customer information. Key details about the customer.

“Dispute” means any dispute, action, claim, controversy or cause of action among the parties arising out of or in connection with these Terms or any term condition or provision hereof, including without limitation any of the same relating to the existence, validity, interpretation, construction, performance, enforcement and termination of the Terms.

“Effective Date” has the meaning set forth above.

“Fees” collectively means the Order Management Fees, Dispatch Fees, Online Ordering Fees, and Pickup Manager Fee.

“Final Revenue” means the Retail Price (plus VAT and any other fees collected on Customer’s behalf) less the retained charges and/or the Online Ordering Fees.

“Force Majeure Event” means an event beyond the control of the parties, which prevents a party from complying with any of its obligations under these Terms, including but not limited to: (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (c) rebellion, revolution, insurrection, or military or usurped power, or civil war; (d) sanitary emergencies (like for example pandemics, or epidemics); (e) riot, commotion, strikes, go slows, lock outs or disorder; or (f) acts or threats of terrorism.

“Intellectual Property” means, in regards to the Customer and Bumerang, their own technology, websites, software, Bumerang Services, products, all rights throughout the world in the nature of intellectual property rights including copyright, know-how trademark, service marks, trade and business names, domain names, goodwill, registered designs, patents, database rights, topography rights and rights in know-how and trade secrets, whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing as may now exist or hereafter come into existence.

“Non-GA Services” means services that are not generally available to other Bumerang customers.

“Third-party Orders” means orders that are placed by a client of Customer through Customer’s own sales channels (app or website) and/or through a delivery channel that Customer works with, these channels neither operated nor hosted by Bumerang.

“Online Ordering Fees” means collectively the fees charged by Bumerang (or any of its Affiliates) to Customer for the use of Delivery & Pickup Channels, and QR Codes, plus applicable taxes. If Customer is only using one of those products (e.g. either Delivery & Pick Up Channels, or QR Codes) the Online Ordering Fees shall refer to the fees charged for the use of that specific product.

“Bumerang Orders” means orders that are placed by a client of Customers through the Delivery & Pickup Channels and/or through QR Codes.

“Online Ordering Services” means collectively the Delivery & Pickup Channels, QR Codes, and any other functionality and/or feature that enables clients of the Customer to buy Products from Customer through an online channel operated and hosted by Bumerang.

“Order Management Services” means the processing of orders that are placed by Customer’s clients through Customer’s active delivery channels, into Customer’s point-of-sale software/system.

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Payment Processing Provider” means a third party appointed by Customer to provide payment processing services in connection with Online Ordering Services and/or Dispatch Services (as the case may be).

“Pickup Manager Fee” means the monthly subscription fee, plus applicable taxes, that Bumerang (or any of its Affiliates) will charge Customer for the provision of Pickup Services in a Territory.

“Pickup Manager Services” means a product that allows Customer manage pickup orders that Customer receives, which are processed in connection with the Order Management Services.

“Products” means products sold by Customer to its clients in connection with the Online Ordering Services.

“QR Code(s)” means quick response codes that are created by Customer through the Admin Panel for use in Customer’s brick and mortar stores.

“Recipient” means the party receiving Confidential Information from the Discloser. “Refunds” has the meaning set forth in the Online Ordering Terms.

“Representatives” means employees, agents, or contractors that need to have access to the Confidential Information for the performance of the Terms, who are subject to confidentiality obligations as stringent as the ones included in the Terms.

“Restaurants” means corporate owned and/or franchisee locations (and/or virtual brands or dark-kitchens) that are operated by Customer in the Territory.

“Restricted Products” means illegal items or products, including but not limited to firearms, drugs, hazardous materials, adult content material, subscriptions or entertainment, any kind of financial instruments, products that breach third party’s intellectual property rights, or any and all products or items that are restricted by law or regulation.

“Retail Price” means the original listed price determined by Customer for each Product to be made available for sale through the Online Ordering Services, prior to any discounts or promotions. The Retail Price might include the applicable taxes if that option is made available by Bumerang in the specific region.

“Selected Delivery Provider” means the delivery provider chosen by Customer to fulfill the delivery of an order, that accepts such delivery request.

“Subscription Fee” means the monthly fee, plus applicable taxes, that Bumerang (or any of its Affiliates) will charge Customer for the provision of Order Management Services, Pickup Manager Services, or Dispatch Integration Services (as applicable).

“Subscription Period” means of the term during which Order Processing Services, Pickup Manager Services, and/or Dispatch Integration Services (as applicable) will be provided as set forth in the Order Management Terms, the Pickup Manager Terms, and/or Dispatch Terms.

“Territory” means the geographic location where Customer uses any, some, of all the Bumerang Services.