

Terms and Conditions of Use of the OlaClick Platform

These General Terms and Conditions of Use of the OlaClick Platform ("Terms of Use") govern the contractual relationship between OlaClick and users who access and use OlaClick's digital platform, accessible via the website "<https://www.OlaClick.com/?lang=en>" ("Platform" or "OlaClick Platform") to request and purchase products and/or services offered by the Partner Establishments by means of Digital Menus published on the Platform (hereinafter, the "Clients").

The Platform is made available and managed by **OLACLICK TECHNOLOGIES CO**, a company headquartered in the state of Delaware by itself or through its Affiliates ("OlaClick", "OC" or "We").

OC and the Client will hereinafter be referred to individually as the "Party" and jointly as the "Parties".

THE USE OF THE PLATFORM BY CLIENTS IS SUBJECT TO YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS OF USE TOGETHER WITH OLACLICK'S PRIVACY POLICY, WHICH CAN BE FOUND AT [https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en_2.0.0.pdf] ("PRIVACY POLICY") AND ALL OTHER POLICIES AND PRINCIPLES GOVERNING OLACLICK WHICH ARE INCORPORATED HEREIN BY REFERENCE.

CLAUSE ONE: LEGAL NATURE

1.1 The Client understands and acknowledges that these Terms of Use and Privacy Policy have the legal nature of a contract and agrees that acceptance will bind the Client to its terms and conditions. Accordingly, we recommend that the Client print a copy of these documents for future reference. If the Client does not agree with these Terms of Use or the Privacy Policy, the Client must refrain from registering and using the Platform.

1.2 The Client declares to have read and understood all the conditions set out in the Privacy Policy and these Terms of Use and declares its agreement and acceptance at the time of registration and/or placing an order through the Platform. If the Client has any questions about these Terms of Use and/or the Privacy Policy, we recommend that the Client contact OC before accepting these Terms of Use and/or the Privacy Policy, through the User Services channels or by e-mail to [info@olaclick.com]. We will be happy to answer any questions. Any person who does not accept or agree with these Terms of Use or the Privacy Policy will refrain from registering, accessing or using the Platform.

CLAUSE TWO: DEFINITIONS

2.1. Capitalised terms used in these Terms of Use will have the meanings set out below:

(i) "Partner Establishment". An individual or legal entity that registers on the OlaClick Platform in order to display, advertise, offer and market its products and/or services to Clients.

(ii) "Digital Menu". Digital menu/card generated and made available by the Partner Establishment through the OlaClick Platform listing all products and services offered by the Partner Establishment, including information such as the description and price of each product/service.

(iii) "Client". Any person, natural or legal, who, as a final recipient, accesses the Digital Menu generated and made available by the Partner Establishment through the OlaClick Platform, to request and purchase the products and/or services offered by the Partner Establishment.

(iv) "Personal Data". any information relating to an identified or identifiable natural person.

(v) "Data Protection Legislation". laws and regulations in relation to the processing, protection and privacy of Personal Data that are applicable and, if applicable, all guidelines, standards, rules, ordinances, regulations and codes of practice and conduct issued by the authorities of the state of Delaware and any other jurisdiction as applicable and in accordance with the Privacy Policy. The Partner Establishment declares to know and comply with the Data Protection Legislation.

(vi) "User". A capable individual over the minimum legal capacity age o who may or may not be accessing the Platform on behalf of a legal entity and who registers on the Platform to enjoy the functionalities offered therein by adhering to these Terms of Use and the Privacy Policy. Users may be Partner Establishments or Clients.

(vii) "OlaClick Platform". A virtual platform accessible via the web (available at "<https://www.OlaClick.com/?lang=en>") through which Partner Establishments can create Digital Menus in order to display, advertise, offer and market their products and services and Clients can request and purchase said products and services from Partner Establishments.

(viii) "Privacy Policy". It is the Privacy Policy of the OlaClick Platform that regulates the Processing of Personal Data by OC, applicable to all Users, including Partner Establishments and Clients alike. The Privacy Policy is available via the < https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en_2.0.0.pdf >.

(ix) "Consumer Protection Legislation". These are all laws, rules, regulations, requirements and guidelines relating to consumer protection, applicable to the Partner Establishment and/or the Clients.

(xi) "Processing". any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(xiii) "Consent". Freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

(xiv) "Affiliates". Any person, organization or company controlling, controlled by or under common control with one of the Parties.

CLAUSE THREE: ABOUT THE PLATFORM

3.1. The OlaClick Platform is a technological tool that, by using the Internet, facilitates the approximation between Partner Establishments that wish to offer and market their products and services and Clients who wish to request and purchase such products or services from the Partner Establishment, through the use of the OlaClick Platform.

3.2 The Platform enables Partner Establishments to create and make available Digital Menus, in which they list the products and services offered and provide information on the description and price of each item. Through the Platform, the Client may access the Digital Menu of a particular Partner Establishment and select all the items they wish to purchase. When finalising the order, the Platform will open a conversation window on the "WhatsApp" application directed to the contact number provided by the Partner Establishment as a pre-structured message suggestion containing the items selected by the Client, the amount of each item, the total amount and the Client's contact and delivery details (such as name, telephone number and address, as detailed in the Privacy Policy). If the Client agrees, the Client must send the message to the Partner Store and place the order directly with the Partner Store.

3.3 To ensure the quality of the Platform, new functionalities may be included in updates and new versions of the Platform, and existing functionalities may cease to exist and/or suffer limitations. OC makes no commitment to keep any tool, functionality or service currently offered or that has been offered in the past active, regardless of whether it has been offered for free or for a fee.

3.4. The Client acknowledges and agrees that OC only provides the Platform to bring Partner Establishments and Clients together, by enabling Partner Establishments to create and make available their Digital Menu and for Clients to order and purchase the products and services offered. Accordingly, OC has no involvement, influence or responsibility over the relationship established between the Clients and the Partner Establishment, including, but not limited to any responsibility for the quality of the products and services, their delivery or any other condition agreed upon between the Client and the Partner Establishment.

3.5. In addition, the Client declares to be fully aware that OC does not offer any type of freight, transport, delivery or delivery service, nor does it approach the Partner Establishments with deliverers, the delivery being arranged by the Partner Establishment itself, without any participation or interference of OC.

3.6. The Platform may include the offer of third party services, which will be provided in accordance with the terms and conditions determined by such third parties and under their exclusive responsibility ("Third Party Services").

3.7 These Terms of Use apply to all OC platforms. Notwithstanding this, the services may be subject to specific terms of engagement, agreements, policies, guidelines, standards and regulations, which must be accepted when hiring or using the respective service. Unless

otherwise expressly stated in these Terms of Use, any new features that are implemented on the Platform will be subject to these Terms of Use.

CLAUSE FOUR: TECHNICAL REQUIREMENTS FOR USE OF THE PLATFORM

4.1. Use of the Platform necessarily depends on equipment and devices connected to an internet network, which must be independently obtained and hired by the Client. Access to and use of the Platform may be adversely affected by the operating system version of the Client's device or the technical condition of the devices used by the Client. The suitability and updating of devices, browsers or operating system versions for the operation of the Platform will be the Client's responsibility. OC will not be liable for any damages incurred due to the discontinuation and/or alteration of old versions of the Platform. We therefore recommend that the Client access the Platform frequently to check for new updates.

CLAUSE FIVE: ACCESS TO AND USE OF THE PLATFORM

5.1. Access to the Platform by Clients is free and does not require registration, without prejudice to any subsequent changes (duly notified to the Client).

5.2 The Client may only access the Platform by authorised means and must have a Smartphone with IOS or Android operating system or computer with internet browser.

5.3 In order to place orders, the Client will need to complete all fields of the order form with valid data which will be subject to the Privacy Policy. The Client will be responsible for checking that all data provided by the Client in the order form is correct, even in the case of automatic completion of data by OC. By filling in the order form, the Client guarantees the accuracy, clarity, authenticity, legality, validity and updating of the information provided.

5.4 OC will not be obliged to police or monitor the Client data, or any additional information provided by the Client but may, at its sole discretion, delete or question data which appears to it to be untrue. OC reserves the right to use all valid and possible means to confirm the identity of the Client and to verify compliance with the requirements for use of the Platform, although OC is under no obligation to do so.

5.5 In addition, to send an order to a Partner Store, the Client must have downloaded and registered on the "WhatsApp" platform. The Client acknowledges that the full use of the functionalities of the Platform, including the sending of orders to the Partner Establishments, depends on the registration on the "WhatsApp" platform, which is subject to the privacy policy and the specific terms and conditions of use of said platform. The Client also acknowledges that the "WhatsApp" platform is owned and operated by a third party and is not under the control or management of OC. Accordingly, you acknowledge and agree that OC will not be responsible for the services provided by the "WhatsApp" platform or the relationship between the provider of the "WhatsApp" platform and you.

CLAUSE SIX: GENERAL CONDITIONS OF USE OF THE SERVICE

6.1. The Client may find Digital Menus on the Platform containing products offered by different Partner Outlets, which act as independent suppliers and use the Platform to offer their

products. The purpose of the Digital Menu is to enable the Client to immediately notify a Partner that he or she wishes to purchase a product offered by that Partner.

6.2 OlaClick is not responsible for the information contained in the Digital Menu of Partner Establishments, nor certifies that the images used correspond to the products and/or services, being the sole and exclusive responsibility of the Partner Establishments.

6.3 OlaClick always acts as a third party intermediary between Partner Outlets and Clients and does not participate in, intervene in, or assume any responsibility for the operations, activities, logistics, billing, products or services made or provided by the Partner Outlet on behalf of the Client. Therefore, the Partner Establishment will be solely and exclusively responsible for the quality, quantity, condition, integrity or legitimacy of the products and services offered by it. In no event will OlaClick be liable in any way for the products and services provided by Partner Outlets.

6.4 OlaClick reserves the possibility to block the Client, for security reasons, in case of suspected fraud, malfeasance, use of third party data, or any other violation of these Terms of Use, the Privacy Policy or applicable law, without the need for any proof or notice to the Client.

6.5. OlaClick may reject and/or cancel any Client order if it identifies a breach of these Terms of Use Privacy Policy or applicable law, upon simple notification to the Client, without the need for any proof.

6.6. Once the Client has finalised the selection of products and services via the Platform and the Platform has generated the pre-structured message containing the order information, the Client must send their order and finalise their request directly with the Partner Outlet, without any involvement or intervention by OlaClick. The Client acknowledges that OlaClick has no responsibility for the fulfillment, supply or delivery of products and services contracted with the Partner Outlets.

6.7. A online payment process may be made available to the client for the payment of the services and any other applicable fees; however, such payment process corresponds exclusively to the partner establishment, therefore OlaClick has no responsibility whatsoever for any deficiency, claim or other that the client may have as a result of the usage of the payment process. Since, OlaClick does not provide nor is directly or indirectly involved in the online payment process and, as such, does not have any type of control or involvement over such transactions. OlaClick shall not be responsible and shall not assume any liability for any online payment transactions, including those implying incorrect transactions; frauds, refunds or inaccurate data entry.

CLAUSE SEVEN: USE OF THE PLATFORM

7.1 OlaClick will have the power to deny or restrict the use of the Platform to any Client in the event of a breach or suspected breach of these Terms of Use. OlaClick will not be liable if the Client does not have a Smartphone or equipment compatible with the use of the Platform.

7.2 The Client agrees to make proper and lawful use of the Platform in accordance with applicable law, these Terms of Use and the Privacy Policy. Accordingly, the Client agrees to:

(i) Comply with all applicable legislation and not use the Platform for illegal purposes or effects that are contrary to applicable legislation, these Terms of Use or the Privacy Policy, that are detrimental to the interests or rights of OlaClick, other Users or third parties, or that in any way may damage, disable or deteriorate the Platform or prevent the normal use of the Platform by other Users;

(ii) Not destroy, alter, disable or in any other way damage the data, programs or electronic and other documents available on the Platform;

(iii) Not to penetrate or test the vulnerability of the Platform or any of OlaClick's systems or social networks, and not to break, or attempt to break, its security or authentication measures;

(iv) Not to use the Platform to, by way of reference, but not limited to, send mass e-mails (spam) or e-mails with illegal content;

(v) Not replicate information for commercial purposes without prior consent;

(vi) Respect the copyright and intellectual property of OlaClick, other Users and third parties, and not appropriate intellectual property or content of OlaClick or other Users, through any mechanism;

(vii) Periodically review updates to these Terms of Use and the Privacy Policy;

(viii) Not to copy, assign, license, sublicense, sell, rent, lease or give in guarantee, distribute, share, reproduce, donate, dispose of in any way, make available, give access to the Platform or transfer all or part of the Platform or transfer all or part of it, in any way, for free or onerously, temporarily or permanently, the software of the Platform, as well as its modules, parts, manuals or any information relating to it, including any content from OlaClick or other Users;

(ix) Not decompile or promote, and/or facilitate, any reverse engineering, improper access, or attempted reverse engineering or improper access, to the source code of the Platform;

(x) Not to reproduce, adapt, modify and/or employ, in whole or in part, for any purpose, the Platform or any content from OlaClick or other Users, without express authorisation; and

(xi) Not use the Platform for the purpose of developing or operating a product similar or competing with the Platform or any other product or service of OlaClick or facilitating access to the Platform by a competitor of OlaClick.

7.3 OlaClick reserves the right and the power to determine, at its sole discretion, when it considers there to have been a breach of any of the provisions set out in these Terms of Use, the Privacy Policy and applicable legislation, without the need for proof, in which case it will adopt the following measures (depending on the seriousness or recurrence of the breach, at its sole discretion, and without prejudice to other measures that OlaClick deems necessary): warning the Client, suspension or limitation of access to the Platform, either temporarily or permanently, and/or legal action.

7.4. By using the Platform, the Client agrees that:

(i) It will only use the Platform for personal use compatible with the purpose for which the Platform was made available by OlaClick and will not have the power to transfer or grant your access to any third party;

(ii) Not use the Platform for the benefit of third parties and not authorise third parties to use their access to the Platform;

(iii) It will not assign or otherwise transfer its access to the Platform to any other natural or legal person;

(iv) It will not use other Users' accesses or attempt to impersonate other Users;

(v) It will not use the Platform for illicit and illegal purposes, contrary to the provisions of these Terms of Use, the Privacy Policy, or any applicable legislation, or perform any acts prejudicial to the rights and interests of OlaClick, other Users or third parties, including, without limitation, the provision of illegal material, for fraudulent purposes or in breach of applicable legislation;

(vi) Will not attempt to damage the Platform in any way, access restricted resources on the Platform or engage in any conduct that may interfere with the proper working of the Platform;

(vii) It will not use the Platform with an incompatible or unauthorised device;

(viii) It will not attempt to access, use and/or manipulate the data of OlaClick, other Users or third parties;

(ix) It will not falsify, omit or simulate IP, network or e-mail addresses in an attempt to conceal identity or authorship or hold innocent parties responsible;

(x) It will not introduce or spread computer viruses or any other physical or logical systems and will not perform acts that may cause damage or harm the Platform, OlaClick, other Users or third parties, including by posting or transmitting any file that contains viruses, worms, malware, bot, backdoor, spyware, rootkit, Trojan horses or any other contaminating or destructive program;

(xi) It will not use software, techniques and/or artifices with the intention of improperly using the Platform for practices harmful to OlaClick, other Users or third parties, such as hacking, scraping, crawling, exploits, spamming, flooding, spoofing, crashing, root kits, etc;

(xii) It will not violate or threaten the rights and interests of OlaClick, other Users or third parties; and

(xiii) It will not perform acts contrary to morality, law and public order and including, but not limited to, pornography, corruption, money laundering, among others.

7.5. Client agrees to defend, indemnify and hold harmless OlaClick and its Affiliates, directors, employees and agents, from and against any charges, actions or demands, including but not limited to court costs and reasonable attorneys' fees, resulting from: (i) the possible misuse of the Platform; (ii) the violation of these Terms of Use, the Privacy Policy or the applicable laws and regulations; (iii) the use of Personal Data in disagreement with the Data Protection Legislation, or the conditions agreed in these Terms of Use or the Privacy Policy; and (iv) any

demands related to any action or omission or in any other way related to the use, of the Platform.

CLAUSE EIGHT: LIABILITY

8.1. The Client acknowledges and accepts that OlaClick will only provide the Partner Establishment and the Client with a virtual intermediary space, which will bring them closer together and allow them to communicate via the Platform, so that the Partner Establishment offers its products and services and the Clients request and purchase the products and services directly from the Partner Establishment. OlaClick does not intervene in the operations, activities or services performed, offered and marketed by the Partner Establishment nor in the relationship between the Client and the Partner Establishment. Therefore, the Client has acknowledged and agrees that the Partner Establishment will be solely and exclusively responsible for the quality, quantity, condition, integrity or legitimacy of the products and services provided, and will hold OlaClick harmless from any and all liability.

8.2 The User acknowledges and accepts that when transacting with a Partner, the User does so at the User's own risk. Accordingly, whilst OlaClick collects information from Partner Sites, OlaClick makes no warranties, representations or guarantees about the suitability, legality, existence or otherwise of the Partner Sites, their employees and/or their products and services. Accordingly, OlaClick will not be responsible, in any way, for the products and services offered and marketed by Partner Sites, the relationship or interaction between the Client and the Partner Site, nor for any damages that may be caused by the Partner Site to the Client or any third party. OlaClick will not be liable for any lost profits, or any other damages and/or losses that the Client or Partner Establishment may suffer in connection with the products and services marketed or their use of the Platform.

8.3 OlaClick urges Clients to exercise caution and common sense when engaging the products or services of a Partner Site. In the event of any controversy, litigation or dispute, whether judicial or out of court, between the Client and a Merchant, the Client hereby releases OlaClick and its directors, officers, employees, agents, operators, representatives and attorneys from any liability.

8.4 The services provided by the Platform may also use third party services, channels, platforms or products, including but not limited to the "WhatsApp" platform ("Third Party Services"), operated by third parties that have no relationship with OlaClick. Such Third Party Services may include, for example, services for executing and receiving payments, instant messaging applications, and others. In such cases, your use of such Third Party Services will be subject to the specific terms and conditions of each Third Party Service, and OlaClick is not responsible for and has no control over the relationship between the Partner Establishment and the Third Party, the terms agreed upon, or the features and quality of such Third Party Services.

8.5 The Platform may contain links to, or content from, other internet sites or third party websites, whether or not partnered with OlaClick, which does not mean that these sites are owned or operated by OlaClick. OlaClick has no control over these third party sites and will not be liable for the content, practices and services offered by any third parties, even if contained on the Platform. The presence of third party content on the Platform does not imply

a relationship of endorsement, approval, partnership, supervision, complicity or solidarity by OlaClick with these sites and their content.

8.6 OlaClick will not be liable in any way, even jointly or severally:

(i) By acts of the Partner Establishments or other Clients;

(ii) For any losses suffered by the Client due to the unavailability or instability of the Platform, suspension of access to the Platform, unavailability of the Digital Menu of a certain Partner Establishment, failures in the computer system or the Platform's servers or in its connectivity with the internet in general, with the Client having to maintain, at its own expense, a telecommunications line, internet access, communication software, email address and other resources necessary for communication with OlaClick;

(iii) By situations of Act of God or Force Majeure, under the applicable laws;

(iv) For damage caused by programs harmful to the Platform, such as, but not limited to, viruses, trojans and hackers, malware and ransomware;

(v) Direct or indirect damages, loss of profits, losses or expenses, as a result of the use or performance of the Platform, the unavailability or instability of the Platform, the suspension of access to the Platform or the unavailability of the Digital Menu of a certain Partner Establishment;

(vi) Damages or losses arising from the delay or inability to use the Platform;

(vii) Loss or inadequate use of information sent through the Platform; and/or

(viii) Damage resulting from the Client's reliance on any information provided by Partner Establishments or other Users.

8.7 OLACLICK DOES NOT WARRANT, ENDORSE OR ASSUME ANY RESPONSIBILITY FOR INFORMATION PROVIDED BY OTHER USERS, PARTNERS OR THIRD PARTIES THROUGH THE PLATFORM, NOR DOES OLACLICK HAVE ANY INVOLVEMENT IN THE RELATIONSHIP ESTABLISHED BETWEEN THE PARTNER ESTABLISHMENTS AND THE CLIENTS. THE CLIENT ACKNOWLEDGES AND AGREES THAT OLACLICK HAS NO RESPONSIBILITY FOR MONITORING TRANSACTIONS OR COMMUNICATIONS WITH OTHER USERS OR THIRD PARTIES. USERS ARE SOLELY RESPONSIBLE FOR ALL COMMUNICATIONS, TRANSACTIONS, EMPLOYMENT AND INTERACTIONS THEY HAVE WITH OTHER INDIVIDUALS OR ENTITIES THROUGH THE PLATFORM. NOTWITHSTANDING THIS, OLACLICK RESERVES THE RIGHT TO REMOVE, AT ITS SOLE DISCRETION, FOR ANY REASON AND WITHOUT PRIOR NOTICE, ANY MESSAGES, INFORMATION, DOCUMENTS AND/OR CONTENT IF FRAUD OR ATTEMPTED WRONGDOING IS SUSPECTED OR PROVEN ON THE PLATFORM.

8.8 IN NO EVENT WILL OLACLICK BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY THIRD PARTY ARISING OUT OF THESE TERMS OF USE, INCLUDING DEATH, INJURY OR DAMAGE OF ANY NATURE WHATSOEVER CAUSED TO ANY THIRD PARTY, AS WELL AS LOSS OF PROFITS OR REVENUE OF ANY NATURE WHATSOEVER INCURRED BY USERS, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY

CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PLATFORM FOR ANY OTHER REASON.

8.8 Nothing in these Terms of Use is intended to exclude or limit any condition, warranty, right or liability that cannot be legally excluded or limited. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage. Accordingly, only such limitations as are permitted by law in the User's jurisdiction will apply. In cases where exclusion of liability is not possible, but the limitation of liability is legally applicable, the total liability of OC will be limited to USD 250 ([*] American Dollars).

CLAUSE NINE: USE AND GUARANTEE OF THE PLATFORM

9.1 OlaClick informs its Clients that the Platform may have limitations on the availability and continuity of its operation due to maintenance or actions beyond OlaClick's control and management. OlaClick does not guarantee the availability, continuity and infallibility of the operation of the Platform, nor of the Partner Establishments and its own services and products and is exempt from any liability for damages that may be generated as a result of this or the interruption in the operation of the Platform or computer faults beyond OlaClick's control, telephone breakdowns, disconnections, delays or blockages caused by deficiencies or overloads in telephone lines, data centres, the Internet system or other electronic systems, or any other damages that may be caused by third parties through unauthorised interference beyond OlaClick's control.

9.2 OlaClick makes every effort to prevent infections, changes or viruses in its own systems (hardware and software) but cannot guarantee the absence of these or other potentially harmful elements, which may cause changes in programs, applications, devices or devices of its visitors, nor does it assume responsibility for damages that may be generated as a result.

9.3 OlaClick will not be held liable for damages of any nature that may result, by way of example, but not limited to, the lack of accuracy, veracity, integrity and/or currency of the content published on the Platform or offered on the websites of third parties whose links are made available on the Platform. In this regard, the Client must exercise extreme caution when evaluating and using the services, information, data, files, products and any type of material on the aforementioned websites or Partner Establishments.

9.4. OlaClick will not be liable for damages of any kind resulting from illegal acts committed by third parties through our Platform, such as hacking accounts, hacking the web, falsifying the identity of Clients, violation of laws of any kind, among others.

9.5 The Client agrees and accepts that the use of the Platform and any of its content is the Client's sole and exclusive responsibility.

9.6. By accepting these Terms of Use, Client represents that it will hold OlaClick, its Affiliates, officers, directors, partners, employees, representatives and agents harmless from: (i) breach by the Client of any provision contained in the Terms of Use or any applicable law or regulation; (ii) infringement or violation of the rights of any third party including, by way of example, other Users; and/or (iii) breach of the permitted use of the Platform, these conditions being purely

illustrative and not exhaustive, whereby the Client will hold OlaClick harmless from any other regulatory breaches or damages to third parties that may occur as a result of the Client's use of the Platform.

9.7. GENERALLY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OLAClick DISCLAIMS ANY WARRANTIES AND/OR LIABILITIES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE USE OF THE PLATFORM, INCLUDING WARRANTIES OF POSSIBLE FITNESS FOR A PARTICULAR PURPOSE.

9.8. The Client's use of the Platform is entirely at their own risk and responsibility, the Platform being provided in the state it is in. As such, OlaClick does not guarantee that:

- (i) Access to the Platform, its content and/or operation will be uninterrupted or error-free;
- (ii) The Platform and services will meet the Client's needs and expectations;
- (iii) The Platform will operate in a timely and secure manner;
- (iv) The content available or generated on the Platform will be accurate or fully reliable; and/or
- (v) Any errors in the content or on the Platform will be effectively corrected.

9.9 OlaClick does not warrant that the functions contained in the Platform will meet the Client's needs, that the operation of the Platform will be uninterrupted or error free, that any functionality will continue to be available, or that the Platform will be compatible or work with any third party software, applications or services.

CLAUSE TEN: OLAClick'S RIGHTS

10.1. OlaClick may, at its sole discretion:

- (i) Suspend, modify or terminate, partially or totally, the functionalities or activities of the Platform;
- (ii) Carry out any and all checks, investigations, internal analysis of data related to the use of the Platform by the Client and the adoption of any corrective measures with the purpose of correcting problems, avoiding fraud, fulfilling the Client's requests and any other purpose necessary to preserve the integrity of the Platform and the Users;
- (iii) Block or suspend, without prior notice, the Client's access to the Platform, temporarily or permanently, in case of non-compliance or suspected non-compliance with any of the obligations assumed in these Terms of Use, the Privacy Policy or the applicable legal documents, at the sole discretion of OlaClick; and/or
- (iv) Set prices and commissions for offering certain functionalities and/or services, even if they are initially offered free of charge, by means of prior communication through the email address informed by the Client or notice on the Platform itself, the use of these, after the aforementioned notice, being considered as agreement of the Client with such prices.

CLAUSE ELEVEN: INTELLECTUAL PROPERTY RIGHTS

11.1. The Client acknowledges and accepts that all intellectual and industrial property rights related to the Platform and the content and/or any other elements inserted into the Platform (including, without limitation, brands, logos, commercial names, commercial slogans, texts, images, illustrations, photographs, graphics, designs, trade-dress, sounds, data, databases, icons, software, computer programs, source codes, flowcharts presentation, audio and video and/or any other intellectual and industrial property rights of any nature) belong to and are the exclusive property of OlaClick or Affiliates, and acceptance of these Terms of Use by the Partner Establishment consists only in OC granting a limited, temporary, revocable, non-exclusive and non-transferable license to use the Platforms at all times in accordance with these Terms of Use.

11.1.1 Consequently, all content used on the Platform, such as html code, scripts, text, graphics, logos, button icons, images, video or programs, mobile applications and audio (together, the "Materials") are the property of OlaClick and are protected by the applicable law regarding intellectual property and copyright.

11.2. Under no circumstances will it be understood that access to the Platform and/or acceptance of the Terms of Use generates any right of assignment in favour of the Clients, the Partner Establishments or third parties.

11.3 OlaClick grants you a personal, limited, revocable, non-exclusive, non-transferable license to access the Platform and use it for the purposes set forth herein. No right or title to our Materials is transferred, assigned or licensed to Client except as expressly provided herein. Client may not download (except for page caching) or modify the Platform, or any part thereof, unless Client has OlaClick's express written consent. This licence does not cover any resale or commercial use of the Platform or its materials and does not grant the Client the right to use the Platform for any purpose not expressly provided for in these Terms of Use. The Platform or any part of it may not be reproduced, duplicated, copied, modified, sold, resold, distributed, transferred, published, displayed or exploited, without the express written consent of OlaClick. OlaClick reserves all rights not expressly granted.

11.4 The use of the Platform by the Client is personal and non-transferable, solely for lawful purposes related to the purpose for which the Platform is intended, as set out in these Terms of Use. Under no circumstances will the Client have access to the source code of the software used on the Platform, as this is, and will remain, the sole and exclusive intellectual property of OlaClick.

11.5 The Client, by itself, its partners, employees, collaborators and representatives, is expressly prohibited:

(i) Transmit, disseminate, reproduce, copy or exploit, with commercial intent or not, the content of the Platform, in part or in whole;

(ii) Use data mining device and/or having similar functionality to collect and/or extract data from the Platform;

(iii) Manipulate or display the Platform and/or its respective content using framing or similar navigation technology;

(iv) Reverse engineering the Platform; and/or

(v) Create works derived from the Platform, its source codes or other contents and databases.

11.6 Should the Client develop a new module or product that constitutes a copy, in whole or in part, of either the database or the software, this will be considered part of the software used on the Platform, and therefore its ownership will be incorporated by OlaClick and its use will be subject to these contractual clauses, without any remuneration being owed by OlaClick and the Client, itself, its partners, employees, collaborators and representatives, will be barred from using, commercialising or otherwise exploiting said module or product.

11.7 The use of the expression "OlaClick" as a brand, company name or domain name, as well as the content of the screens relating to the Platform, as well as the programmes, databases, networks and files, are, and will remain, the exclusive property of OlaClick, and are protected by the laws and international treaties on copyright, brands, patents, utility models, inventions, industrial designs and other intellectual property rights. Misuse and reproduction of all or part of the aforementioned content is prohibited, except with the express prior permission of OlaClick.

11.8 We have a zero-tolerance policy regarding the use of our trademarks or names in meta tags and/or hidden text. Specifically, the use of our trademarks or names in keyword meta tags represents trademark infringement and the use of trademarks or names in page text, meta tags and/or hidden text for the purpose of obtaining a better position in search engines constitutes an act of unfair competition. Without our express written consent, the Client may not do the following: (a) link to any site on our Platform or its sites; (b) use any meta tags or "hidden text" using our name or brand; or (c) frame data, frame, generate automatic links or use other techniques to associate or juxtapose any of our brands, logos or other materials with advertisements and/or other information that does not originate on our Platform.

11.9 Any unauthorised use will result in the termination of your limited licence. We may revoke this limited license at any time, with or without cause. In the event of a violation of these Terms of Use, OlaClick reserves the right to exercise all available legal remedies. OlaClick reserves the right, in its sole discretion, to deny any person access to the Platform at any time, with or without cause, including, without limitation, due to a violation of these Terms of Use. Similarly, the Client is advised that OlaClick will vigorously enforce its intellectual property rights to the fullest extent provided by law, including bringing legal action under civil law and actions of a criminal nature.

11.10. All texts, icons, systems, programmes, content, organisation, messages, images or any other identification belonging to third parties and published on the Platform with the authorisation of their respective authors/owners, or legal permission, are also protected by the applicable legislation.

11.11. By posting any type of content on the Platform, Partner (i) grants a free, worldwide, unlimited licence, for the duration of the relationship with OlaClick or for as long as the account is maintained, to the Client's content, (ii) warrants that the content posted (including images of the products offered) is of its own authorship and/or that it possesses all rights necessary to use and license such content to OlaClick, (iii) guarantees that the content posted on the Platform does not infringe any third party's rights or intellectual property rights, and (iv) will be

fully liable for any damages or losses of any nature whatsoever arising from the breach of such obligations and guarantees.

11.12. The Client is aware and agrees that all content sent to OlaClick or the Platform (including ratings, feedback, testimonials, suggestions, complaints, ideas, information, comments, contacts and interactions by any means with OlaClick or other Users via the Platform) will automatically become the property of OlaClick, which will be the sole and exclusive owner of the intellectual property rights over said content. If the assignment of the intellectual property rights over the content created by the Client and shared with OlaClick or other Users via the Platform is prohibited by applicable laws, the Client hereby grants OlaClick an exclusive, global, free, unlimited, non-revocable and valid for the entire period of legal protection, licence to use and exploit the content, as it sees fit, and at its sole discretion.

CLAUSE TWELVE: DATA PROTECTION

12.1. THE ACCESS AND USE OF THE PLATFORM SUBJECTS THE CLIENT TO THE PROCESSING OF CERTAIN INFORMATION OF ITS TITLE, INCLUDING PERSONAL DATA UNDER THE TERMS OF THE APPLICABLE DATA PROTECTION LAW. THE CLIENT UNDERSTANDS AND AGREES THAT THEIR PERSONAL DATA WILL BE TREATED IN ACCORDANCE WITH THE PRIVACY POLICY. THE PRIVACY POLICY IS INCORPORATED INTO THESE TERMS AND CONDITIONS BY REFERENCE.

12.2 The Clients declare that the Personal Data have been provided absolutely freely and voluntarily, without any kind of pressure, obligation or condition involved.

CLAUSE THIRTEEN: COMMUNICATION WITH OLACCLICK

13.1. The Client represents and agrees that OlaClick may make notifications to the Client relating to the Platform, via the Platform itself, text messages, or the email address provided by the Client. The Client may notify OlaClick.

13.2. By using the Platform or sending us emails or other communications from any electronic device, you are communicating with us electronically. You authorise us to send you electronic communications by various means, such as e-mail, text messages (sms), push messages or app-based information. The Partner Establishment consents and authorises the sending/receiving of any contacts, notifications, messages, disclosures and other communications delivered electronically by the application or partners comprising the platform.

13.3 Should the Client have any doubts, complaints or suggestions regarding the Platform or its functionalities, wish to obtain further information or clarification regarding the application of these Terms of Use or the Privacy Policy, or for any matter related to these Terms of Use, the Privacy Policy or the Platform, the Client may contact OlaClick by means of the e-mail address [https://olaclick.s3.amazonaws.com/terms/WebApp/Privacy+Policy/en_1.0.0.pdf]. OlaClick will be pleased to clarify any questions and/or address your request.

CLAUSE FOURTEEN: ASSIGNMENT

14.1 You may not assign your rights and obligations under these Terms of Use without OlaClick's prior written consent. OlaClick may assign, without the need to obtain Client's prior consent, by simple notice to the Partner Establishment. In addition, OlaClick may effect any change in its corporate control without the need to obtain the Client's consent or send notice to the Client.

CLAUSE FIFTEEN: GENERAL PROVISION

15.1. The Client who no longer wishes to make use of the Platform may withdraw from it at any time, simply by ceasing to access the Platform and placing an order, given that no type of registration or user account creation is carried out for the use of the Platform.

15.2 These Terms of Use may be amended from time to time. If there are significant changes, we will inform you by available means of communication and/or highlight such changes at the top of these Terms of Use and provide for a reasonable period of time a highlighted link to such changes. You should check this page and review these Terms of Use periodically to ensure that you agree to the changes. Except where express Consent is required, continued use of the Platform and/or the Client's failure to object to or revoke consent will imply acceptance of any modifications to these Terms of Use.

15.3 OlaClick will not be liable for any failure to perform or inadequate performance caused by an act of God or force majeure under applicable law.

15.4 If any provision of these Terms of Use is held to be unenforceable or invalid, that provision will be severable and will not affect the remainder of the provisions of these Terms of Use.

CLAUSE SIXTEEN: APPLICABLE LAW AND JURISDICTION

16.1. These Terms of Use will be governed and construed exclusively in accordance with the laws of the State of Delaware, United States.

16.2. Prior to any commencement of litigation, the Parties undertake to try and resolve the conflict amicably. When this procedure is not successful, the Parties may submit any claim related to these Terms of Use, the Privacy Policy or the Platform to the Courts of Delaware, United States, as the sole jurisdiction to settle such disputes, to the exclusion of any other, however privileged it may be.

CLAUSE SEVENTEEN: ACCEPTANCE

17.1. BY ACCEPTING THESE TERMS OF USE, THE CLIENT DECLARES TO HAVE LEGAL CAPACITY AND EXPRESSLY AND UNEQUIVOCALLY ACKNOWLEDGES HAVING READ, UNDERSTOOD AND FULLY ACCEPTED ITS TERMS AND CONDITIONS.