

2Hungry End User Terms of Use

Effective Date: 1st July 2024

Welcome to the 2Hungry Platform

1. Introduction

- 1.1. These Terms of Use (this “**Agreement**”) is a binding agreement between you and 2Hungry (hereinafter referred to as “**2Hungry**”, “**we**”, “**us**” or “**our**”, as the case may be). 2Hungry is owned and operated by 2Hungry Sdn Bhd (Company No. 202401017463 (1563313-V)).
- 1.2. 2Hungry is a technology service provider which owns and operates a website and a mobile site with the domain name <https://www.2Hungry.com> and a mobile application under the name ‘**2Hungry**’ (the “**Platform**”) through which consumers, end-users, buyers, purchasers and customers (including you) (“**Customers**”) can place orders (“**Delivery Orders**”) via the Platform for the purchase of a variety of items, such as foods, drinks, groceries, retail products, services, and other necessities (“**Items**”) available on the Platform to be fulfilled by various neighbourhood merchants, sellers, vendors, restaurant owners and the like (“**Merchants**”), including the Merchant operating under the name of ‘2Hungry Cart’, and independent third-party delivery partners engaged by 2Hungry (“**Delivery Partners**”). For the purposes of this Agreement, reference to ‘Delivery Orders’ shall include 2Hungry Express Delivery Orders (as hereinafter defined).
- 1.3. In addition to Delivery Orders, the Platform allows Customers to make take away/ pick up orders (“**Take Away Orders**”) at selected food and drink Merchants’ physical stores. 2Hungry also provides a same-day parcel delivery service known as ‘**2Hungry Express**’ on the Platform.
- 1.4. 2Hungry enables delivery of Delivery Orders, placement of Take Away Orders, at select localities of serviceable cities across Malaysia and at selected Merchants. As a Customer, you may also make 2Hungry Express delivery orders (“**2Hungry Express Delivery Orders**”) across selected localities of serviceable cities across Malaysia via the Platform. You may not be able to avail our Services (as hereinafter defined) if your delivery location is outside our current scope of service area.
- 1.5. This Agreement governs and regulates your:
 - 1.5.1. access to and use of the services, products, online facilities, tools, functions, features, software or any Content (as hereinafter defined in **Clause 4.2**) made available by us on the Platform (“**Services**”); and
 - 1.5.2. orders, purchases or acquisitions of any Items made available by Merchants through the Platform.
- 1.6. Please read and understand this Agreement carefully before continuing to use the Platform as it contains important information regarding your legal rights and remedies. This Agreement

should be read in conjunction with our Privacy Policy (<https://www.2hungry.app/terms/customer>).

2. Consent

- 2.1. By clicking a box indicating acceptance or clicking "**sign in/login**" or "**create account**" and installing, downloading, entering, connecting to, accessing and/or merely using the Platform you:
 - 2.1.1. acknowledge that you have read and understood this Agreement;
 - 2.1.2. represent that you are of legal age to enter into a binding agreement; and
 - 2.1.3. accept this Agreement and agree that you are legally bound by its terms.
- 2.2. We reserve the right, in our sole and absolute discretion, to modify, vary, amend, change and/or update this Agreement at any time as we deem fit and with reasonable notice to you (for example, by posting an update on the Platform, or by emailing the updated agreement to you). Such modifications, variations, amendments, changes and/or updates to this Agreement shall be effective upon the posting of an updated version on the Platform. You agree that it shall be your responsibility to review this Agreement regularly to ensure your understanding of this Agreement is current and you understand the terms and conditions that apply to your connection and access to, and use of, the Platform.
- 2.3. Your non-termination, continued access to or use of the Platform in any way, including browsing the Platform after the effective date of any modifications, variations, amendments, changes and/or updates constitutes your acceptance of, and agreement to be bound by, the revised Agreement.
- 2.4. If you do not agree to this Agreement or with any subsequent modifications, variations, amendments, changes and/or updates, you must not connect to, access or use the Platform, and we request you to uninstall the 2Hungry mobile application ("**App**"). If you have any questions regarding this Agreement, please consult a professional legal advisor.

3. Representations, Identification and Authorisation of User Account

- 3.1. In order to access some of the features and services on the Platform, you would have to create and sign up for an account ("**User Account**") with us. The User Account facilitates the administration of your access to the Items on the Platform.
- 3.2. You may also have the option to register for a User Account with us by linking your Facebook, Google+, Apple ID, Huawei ID or WeChat account ("**Third Party Accounts**"). As part of the functionality of the Platform's services, you may link your User Account with Third Party Accounts, by either:
 - 3.2.1. providing your Third Party Account login information to us through the Platform; or

- 3.2.2. allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.
- 3.3. You confirm that you are the owner of any such Third Party Accounts and that you are entitled to disclose your Third Party Accounts' login information to us, without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers. You authorize us to collect your authentication information, and other information that may be available on or through your Third Party Accounts consistent with your applicable settings and instructions.
- 3.4. By granting us access to any Third Party Accounts, you understand and agree that we will access, make available and store (if applicable) any content or information that you have provided to and stored in your Third Party Account ("**SNS Content**") so that it is available on and through the Platform via your User Account.
- 3.5. Unless otherwise specified in this Agreement, all SNS Content, if any, will be considered to be your content for all purposes of this Agreement. Depending on the Third Party Accounts you choose, and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your User Account on the Platform.
- 3.6. Please note that if a Third Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third party service provider, then SNS Content will no longer be available on and through the Platform. If this happens, we will create a User Account for your use of the Services based upon the personal information you provide to us or that we obtain via an SNS, as described above.
- 3.7. You may only register one User Account on the Platform. 2Hungry may cancel or terminate a User Account if 2Hungry has reasons to suspect that a user has concurrently registered or is in control of two or more User Accounts, whether through the use of different details, email addresses, personal contact information, or otherwise. Further, 2Hungry may reject a user's application for registration for any reason.
- 3.8. By using the Platform, you expressly represent and warrant that (a) you are legally entitled to accept and agree to this Agreement; (b) you are at least eighteen (18) years old; (c) you have not previously been suspended or removed from the Platform; and (d) your registration of the User Account and your use of the Platform are in compliance with all applicable laws and regulations.
- 3.9. Without limiting the generality of the foregoing, the Platform is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. If you are under the age of eighteen (18) or the legal age for giving consent hereunder pursuant to the applicable laws in your country, you must obtain permission from your parent(s) or legal guardian(s) to open a User Account on the Platform. If you do not know whether you have reached the legal age, or do not understand this section, please do not create a User Account until you have asked your parent(s) or legal guardian(s) for

help. If you are the parent or legal guardian of a minor who is creating a User Account, you must accept and comply with this Agreement on the minor's behalf and you will be responsible for the minor's actions and any charges associated with the minor's use of the Platform and/or purchases made on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using or accessing the Platform.

- 3.10. You confirm that all the personal data and contact details in relation to your identity whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform is accurate, up to date, not misleading, and complete at all times; and that you will keep your account information accurate, up to date, not misleading and complete at all times.
- 3.11. If we have reason to believe that your account information is untrue, inaccurate, out of date, misleading or incomplete, we reserve the right, in our sole and absolute discretion, to suspend or terminate your User Account, cancel any transactions associated with your User Account and ID, withhold any refunds until all inconsistencies in the account information are resolved, or take any other actions as we may deem necessary or appropriate in our sole and absolute discretion by giving you a notice in writing to the email address maintained in your User Account.
- 3.12. You agree to provide us with all required documentation or information upon request for us to comply with our internal policies, any applicable laws or guidelines or for any other reason as we may consider necessary or desirable from time to time.
- 3.13. By using the Platform, you agree that:
 - 3.13.1. you will only use the Platform for lawful purposes and in good faith, and will exercise all due care and diligence in your use of your User Account (including access to your 2Hungry Wallet (as hereinafter defined in **Clause 10.8.1**));
 - 3.13.2. you will not permit or enable third parties to access or use your User Account;
 - 3.13.3. you will not assign, transfer or otherwise render accessible your User Account to any other person, except with the express permission of 2Hungry;
 - 3.13.4. you will not use the User Account of a third party;
 - 3.13.5. you will comply with all relevant legislations when using the Platform, and will only use the Platform for the purpose for which it is intended to be used;
 - 3.13.6. you will not use the Platform to cause annoyance or disruption to other users;
 - 3.13.7. you will not impede the correct operation of the network to the Platform;
 - 3.13.8. you will provide 2Hungry with proof of identity as 2Hungry may reasonably request or require;
 - 3.13.9. you will provide accurate, current and complete information as required for the Platform and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times;

- 3.13.10. you will not fail to pay for Items purchased by you, unless you have a valid reason as set out in our policies (including this Agreement);
 - 3.13.11. you will not take any action that may undermine the feedback or ratings systems
 - 3.13.12. you will take all reasonable steps to prevent fraudulent, improper or illegal use of your User Account (including access to your 2Hungry Wallet) and immediately notify the 2Hungry upon the discovery of such fraud, improper or illegal use, theft, loss, or any other occurrence of unlawful acts; and
 - 3.13.13. you will comply with the terms and conditions of this Agreement and adhere to all applicable laws and all primary and subsidiary legislations, rules and regulations, notices, instructions or directives issued by the government, relevant authorities and regulatory agencies, and/or any notices, instructions, directives or guidelines given by 2Hungry in connection with the Platform which may be amended from time to time.
- 3.14. By using the Platform, you represent and warrant that you have the right, authority and capacity to use the Platform, and you agree to be bound by this Agreement. You agree that, in the event you are the authorised representative of an individual, partnership, agent, sole proprietor, company or entity, you (a) have obtained the lawful authority via written authorisation or consent from such individual, partnership, agent, sole proprietor, company or entity; and (b) agree to be bound by this Agreement on behalf of that individual, partnership, agent, sole proprietor, company or entity. You agree not to impersonate or represent intentionally or unintentionally, in any way whatsoever, any third party, individual, partnership, agent, sole proprietor, company or entity without lawful authority; or otherwise provide, submit or present any false and/or misleading information to us.
- 3.15. If, after your electronic acceptance of this Agreement, we find that you do not have the legal authority to bind such individual, partnership, agent, sole proprietor, company or entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the contract performance obligations. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication from your User Account, we reserve the right to (but undertake no duty to) require additional authentication from you.
- 3.16. A set of user ID and password is unique to a User Account, and you should take all necessary steps to ensure that your user ID and password for the User Account are kept confidential and secure at all times from third parties, including but not limited to, not disclosing or cause to be disclosed your user ID and password through any means, and by restricting access to any device(s) linked to your User Account, including but not limited to, computers, laptops and any mobile devices and tablets owned by you or any third party. You must ensure that you log out from your account at the end of each session on the Platform. Further, you should inform us immediately if you have any reason to believe that your user ID or password for the User Account has become inadvertently known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 3.17. You are responsible for all activities that occur under your User Account regardless of whether you are the one who undertakes such activities. This includes any unauthorised access and/or use of the User Account. In the event that you do authorise any individual other than you to use and access your User Account, you acknowledge and agree that such person(s) shall likewise be bound by the terms of this Agreement as if they were the primary user and owner of your User Account.
- 3.18. You acknowledge that allowing a third party to use your User Account may cause irreparable harm to 2Hungry. You shall indemnify 2Hungry, our affiliates, directors, employees, agents and representatives against any losses or damages (including but not limited to loss of profits) suffered as a result of or in connection with the use of your User Account. You further agree that in case of your failure to maintain the security of your User Account, 2Hungry shall not be liable for any losses or damages arising from such a breach and shall have the right to suspend or terminate your User Account and/or take any other actions as we may deem necessary or appropriate in our sole discretion.
- 3.19. If we have reason to believe that there is likely to be a breach of security, unauthorised use or misuse of your User Account, we may require you to change your password to your User Account or we may suspend your User Account pending investigation. You further release and hold us harmless from any and all claims and causes of action arising out of or resulting from any unauthorised use of your User Account, including our suspension or termination of your User Account due to such unauthorised use.
- 3.20. Without prejudice to any other rights or remedies available to 2Hungry, 2Hungry reserves the right to suspend, block or deny your access to your User Account or 2Hungry Wallet, or any services or features available on the Platform, cancel any transactions associated with your User Account, withhold any refunds, or take any other actions as we may deem necessary or appropriate in our sole and absolute discretion by giving you a notice in writing to the email address maintained in your User Account, in the event:
- 3.20.1. 2Hungry deems, in its sole discretion, that you have violated or abused (e.g. misuse or exploit any promotions made available on the Platform) any term of this Agreement or any other agreement, rule, policy, code of conduct, procedure and/or regulation published on the Platform (including there being discovered of any dishonesty, suspected fraud, illegality, criminality or misrepresentation in your use of the 2Hungry Wallet or your User Account);
 - 3.20.2. during the period of investigation in respect of any dispute or complaint made by Merchants or Delivery Partners against you;
 - 3.20.3. if in 2Hungry's sole opinion, you have acted in bad faith or with malicious intent;
 - 3.20.4. you owe any money to 2Hungry;
 - 3.20.5. this Agreement is terminated for any reason whatsoever; and/or
 - 3.20.6. 2Hungry deems reasonable in its sole discretion.

- 3.21. Notwithstanding such action taken by 2Hungry to suspend, block or deny your access to your User Account or 2Hungry Wallet pursuant to **Clause 3.20**, in the event that upon your request or if 2Hungry is in its sole discretion satisfied that the grounds justifying and leading up to such suspension, blocking or denying of your access to your User Account or 2Hungry Wallet has been resolved, 2Hungry may, at its absolute discretion, reactivate or reinstate your access to your User Account and/or 2Hungry Wallet.

4. Intellectual Property Rights

- 4.1. For the purposes of this **Clause 4**:

4.1.1. **“Intellectual Property Rights”** means trademarks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, database rights, confidential or secret processes, trade secrets and all other similar rights in any part of the world (including Know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

4.1.2. **“Know-How”** means all confidential and proprietary industrial and commercial information and techniques in any form, including but not limited to, drawings, formulae, tests, results, procedures, project reports and testing procedures, instructions, training manuals and market forecasts.

- 4.2. Save for the User Data (as hereinafter defined in **Clause 5.1**), or unless otherwise indicated, we and/or our licensors have valid, unrestricted and exclusive rights, title and interest of the Intellectual Property Rights on the Platform and the texts, graphics, logos, icons, images, documentations, audios, videos, software, page layout, underlying code, data compilations, materials and any other form of information capable of being stored in a computer that is contained in or published on the Platform (collectively, the **“Content”**). By allowing you to access and use the Platform, 2Hungry does not grant you any licence or other authorisation in respect of our Intellectual Property Rights and the Content.

- 4.3. Subject to your complete and ongoing compliance with all the terms and conditions of this Agreement, 2Hungry hereby grants to you a limited, personal, restricted, non-exclusive, non-transferable, non-sublicensable, and revocable license, subject to this Agreement, to access and use the Platform in accordance with this Agreement. All other uses are strictly prohibited without our prior written consent and you agree that such license shall terminate upon the termination of your User Account and this Agreement.

- 4.4. Your use of and access to the Platform does not grant or transfer to you any rights, title or interest in relation to the Platform or the Content. You must not:

4.4.1. copy or use, in whole or in part, any Content;

4.4.2. reproduce, retransmit, distribute, disseminate, sell, resell, publish, broadcast or circulate any Content to any third party, unless otherwise indicated on the Platform or unless given express written permission to do so by 2Hungry;

- 4.4.3. breach any Intellectual Property Rights connected with the Platform or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content; and
- 4.4.4. use the Platform to build a competitive product or service, build a product using similar ideas, features, functions or graphics as the Platform, copy any ideas, features, functions or graphics of the Platform, or launch an automated program or script which may make multiple server requests per second, or which unduly burdens or hinders the operation and/or performance of the Platform, or attempt to gain unauthorised access to the Platform or related systems or networks.
- 4.5. You acknowledge and agree that all uses of 2Hungry's Intellectual Property Rights shall be in the form and format specified or approved by 2Hungry. Further, all goodwill related to the use of the Content shall inure to the benefit of 2Hungry.
- 4.6. 2Hungry reserves the right to change the availability of any feature, function, or content relating to the Platform, at any time, without notice or liability to you.
- 4.7. You may view and temporarily store material from the Platform in your browser's cache.
- 4.8. You undertake not to use any robot, spider, other automatic device, or manual process to monitor materials available through the Platform.
- 4.9. If you violate any portion of this Agreement, your permission to access and use the Platform may be terminated immediately pursuant to this Agreement. Additionally, we reserve the right to avail ourselves of all remedies available at law and in equity for any such violation.
- 4.10. If you are the copyright owner of any Content and you think the use of the above material violates your copyright in any way, please email a takedown request, by using the "Contact Us" tab on the Platform, to the webmaster. Please indicate the exact URL of the webpage in your request. All images shown on the Platforms have been digitised by 2Hungry. No other party is authorised to reproduce or republish these digital versions in any format whatsoever without the prior written permission of 2Hungry.

5. User Data

- 5.1. For purposes of this **Clause 5, "User Data"** means any text (including messages, questions, reviews of the Merchants, the Items, suggestions and comments), information, data, materials, images (including photos and profile photos), or other content you provide to us using the Platform or submit, enter into, load, or post to the Platform, and all results from processing such text, information, data, materials, images, or content using the Platform.
- 5.2. You have sole responsibility for the accuracy, appropriateness and completeness of all User Data. 2Hungry will treat the User Data that you have provided through the Platform as true for all purposes and shall not be responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of the User Data.

- 5.3. You hereby grant to us and our affiliates, licensees and sublicensees, without compensation to you or others, a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license (including the right to sublicense through multiple tiers) to use, copy, modify, create derivative works of, display, perform, publish, reproduce, publicly display and distribute, in any form, medium or manner, the User Data where we deem fit and necessary for providing the Services to you, subject to our commitments and obligations stated in our Privacy Policy.
- 5.4. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in the User Data. If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicensees, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission will be perpetual and cannot be revoked for any reason, except as required by applicable law. You further agree that we may use the User Data in any manner that we deem appropriate or necessary for providing the Services to you. If you do not agree to our use of your name, picture, audio or video recording in accordance with this **Clause 5.4**, you must not provide or upload the forementioned data on our Platform and you further agree that you may not be able to access the full functionalities of our Platform or use the full suite of Services offered by us..
- 5.5. We acknowledge and agree that you, or your licensors, as applicable, retain ownership of any and all copyrights in the User Data, subject to the non-exclusive rights granted to us in **Clauses 5.2 and 5.4** above, and that no ownership of such copyrights is transferred to us under this Agreement. Further, with respect to the User Data in the form of photos: (a) we will use commercially reasonable efforts to maintain the attribution of such photos as submitted by you, and (b) we will not license or sublicense to third parties individual photos or collections of photos, except in each case for 2Hungry Business Purposes.
- "**2Hungry Business Purposes**" means any use in connection with a 2Hungry-branded or co-branded website, application, publication or service, or any use which advertises, markets or promotes the Platform, the Services or the information it contains.
- 5.6. By posting, uploading, or submitting the User Data on the Platform, you represent and warrant to us that you have the ownership rights, or you have obtained all necessary licenses or permissions from any relevant parties, to use the User Data in this manner. This includes obtaining the right to grant us the rights to use the User Data in accordance with this Agreement. You are in the best position to judge whether the User Data is in violation of intellectual property or personal rights of any third-party. You agree to pay all royalties, fees, and any other monies owed to any person by reason of the User Data.
- 5.7. We reserve the right to remove the User Data, in whole or in part, submitted by you for any reason at our sole and absolute discretion without notice to you. We do not guarantee that we will publish all of the User Data.

6. Placement of Delivery Orders & Take Away Orders and Payment

- 6.1. 2Hungry provides online ordering services by entering into contractual arrangements with Merchants for the purposes of listing their menu Items on the Platform for online ordering by Customers, which includes Delivery Orders and/or Take Away Orders.
- 6.2. You understand that our Merchants offer their Items in specific localities and delivery areas, and the availability of our Merchants varies across different localities and delivery areas. By entering your delivery address or providing your location on the Platform, you will see the Merchants that we make available to you at that time, depending on your locality and delivery area. Delivery areas may expand, shrink or change, and available Merchants may be subject to change, depending on weather and traffic conditions and situations of force majeure, or as we may determine from time to time.
- 6.3. 2Hungry neither make any representation or warranty as to specifics (such as quality, value, saleability, etc.) of the Items proposed to be sold or offered to be sold or purchased on the Platform nor does it implicitly or explicitly support or endorse the sale or purchase of any Items or any Merchants on the Platform.
- 6.4. Merchants may state ingredients or represent allergen or food preparation standards through the Services, such as food or beverages being nut-free, gluten-free, lactose-free, organic, or kosher. We do not investigate or verify the menus, ingredients, food preparation standards, or any descriptions, statements, or representations made by the Merchants. Further, 2Hungry does not guarantee that the Items sold by Merchants are free of allergens.
- 6.5. 2Hungry is not obligated to provide ingredient information or allergen information in respect of the Items on the Platform. If you or anyone else who will be consuming any Item from a Delivery Order and/or Take Away Order has any food allergies, specific preparation requirements or dietary restrictions, you are strongly advised to contact the Merchants directly to address your specific needs before placing a Delivery Order and/or Take Away Order on our Platform. By using the Services, you agree and understand that 2Hungry is not responsible for any statements or omissions concerning the Items contained in your Delivery Order and/or Take Away Order.
- 6.6. The details of the menu and price list available on the Platform are based on the information provided by the Merchants and we shall not be responsible for any change or cancellation or unavailability.

Placing Delivery Orders

- 6.7. Prior to placing a Delivery Order, you are required to provide us with your delivery address in order for the Platform to display available Merchants in your delivery area. Upon your selection of a Merchant on the Platform, you will be taken to that Merchant's menu page where you will be able to select and add Items sold by Merchant to your "shopping cart" for delivery and fulfilment by the Delivery Partners.
- 6.8. Some of our Merchants require a minimum order value ("**MOV**") before a Delivery Order can be placed and delivered to you. Where an applicable Delivery Order fails to meet the MOV, you will be required to add more Items to your "shopping cart".

- 6.9. To complete a Delivery Order, please follow the onscreen instructions after clicking 'Checkout'. You may be required to provide additional details for us to complete your Delivery Order. You are required to review and confirm that all the information you provide, including the selection of Items, amounts, delivery details, personal details, delivery time, and voucher or promo code (if applicable) is true, accurate and complete before you click 'Order Now'.

Placing Take Away Orders

- 6.10. "Take Away" are functions on the Platform available only at selected food and drink Merchants. Take Away allows Customers to place Take Away Orders off a Merchant's menu for self-collection at a Merchant's physical store. You are reminded to collect your Take Away Order in a timely manner to avoid your order being discarded by the Merchant or inadvertently taken by an unauthorised third party. You are also reminded to check the contents of the Take Away Order fulfilled by the Merchants to ensure that its contents are correct. Any disputes in relation to the contents and delivery of a Take Away Order shall be resolved between you and the Merchant alone, and 2Hungry shall not be responsible in any manner whatsoever in relation to such disputes. In the event of any such dispute, save for any manifest error, fraud or bad faith from the Merchant, the decision of the Merchant shall be final and binding on you.
- 6.11. The ordering process for placing a Take Away Order is similar to placing a Delivery Order. To complete a Take Away Order, please follow the onscreen instructions after clicking 'Checkout'. You are required to review and confirm that all information you provide is true, accurate and complete before you click 'Order Now'.

Completing an Order/ Payment

- 6.12. After clicking 'Order Now', you will have the option to select your preferred payment method (your options are as listed in **Clause 10.1**) for the Delivery Order or Take Away Order before you click 'Confirm Payment'.
- 6.13. Your request to order Items from a Merchant on the Platform shall constitute an unconditional and irrevocable authorisation issued in favour of 2Hungry to place online orders for Items against the Merchants on your behalf. Nevertheless, you understand, accept and agree that the payment facility provided by 2Hungry is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment on delivery, collection and remittance facility for the transactions on the Platform using the existing authorised banking infrastructure, credit/debit card payment gateway and e-wallet payment networks. Further, by providing payment facility, 2Hungry is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.
- 6.14. A Delivery Order or Take Away Order is successfully placed when you receive a push notification containing your Delivery Order or Take Away Order receipt from us. Please note that your Delivery Order or Take Away Order may be subject to additional terms and conditions of individual Merchants.
- 6.15. 2Hungry and Merchants (as the case may be) reasonably endeavour to comply with your special instructions in respect of a Delivery Order and/or Take Away Order. Nevertheless, in some cases

where the special instructions are not feasible, possible or commercially reasonable, 2Hungry and/or Merchants reserve the right to proceed to prepare the Delivery Order and/or Take Away Order in accordance with standard operating procedures of 2Hungry and/or Merchants. Neither 2Hungry nor Merchants shall be responsible to replace or refund a Delivery Order and/or Take Away Order which does not conform to special instructions provided by you.

7. Cancellation of Delivery Orders & Take Away and Refunds

- 7.1. As a general rule, all Delivery Orders and/or Take Away Orders placed on the Platform are treated as confirmed and accepted by you, and all applicable fees and payment are due immediately and are non-refundable. You acknowledge that your cancellation, or attempted or purported cancellation of a Delivery Order or Take Away Order shall amount to breach of your unconditional and irrevocable authorisation in favour of 2Hungry to place that Delivery Order or Take Away Order against the Merchant(s) on your behalf ("**Authorisation Breach**").
- 7.2. In the event you commit an Authorisation Breach, 2Hungry shall have a right to charge you 100% of the Delivery Order or Take Away Order amount as the cancellation fee (inclusive of applicable taxes whenever not expressly mentioned), with a right to either not to refund the Delivery Order or Take Away value in case your order is prepaid or recover from your subsequent Delivery Order or Take Away in case your order is post-paid, to compensate our Merchants. Any waiver of cancellation fees (and any refunds) with respect to an Authorisation Breach may be granted at 2Hungry's sole and absolute discretion.

8. Restrictions on Items

- 8.1. Some of the Items that our Merchants offer on the Platform are subject to restrictions for purchase ("**Restricted Items**"), depending on the applicable laws of the country you purchase the Restricted Items from.
- 8.2. These restrictions include minimum age requirements for alcohol/alcoholic products and any other goods that we reserve the right not to deliver to you based on the relevant statutory requirements for the time being in force.
- 8.3. Our Merchants may offer tobacco on the Platform where the laws allow. By our Merchants offering tobacco for sale on our Platforms, we do not purport to advertise, promote or encourage the purchase or use of tobacco in any way.
- 8.4. To purchase alcohol/ alcoholic products and/or tobacco, you must be of the statutory legal age.
- 8.5. You understand that Delivery Partners reserve the right in their sole discretion:
 - 8.5.1. to ask you for valid proof of age (e.g. ID card) before they deliver alcohol/alcoholic products or tobacco to you;
 - 8.5.2. to refuse delivery if you are unable to prove you are of legal age; and/or
 - 8.5.3. to refuse delivery to any persons for any reason whatsoever.

- 8.6. Any offer for any alcohol and tobacco made on the Platform is void when it is prohibited by law.

9. Prices and Payments

- 9.1. Prices for Items quoted on the Platform will be displayed in the applicable country's national currency and subject to applicable taxes. Prices quoted on the Platform may vary from the prices offered by our Merchants, either on their own websites, mobile applications, or at their brick-and-mortar outlets. Further, prices indicated on the Platform are as at the time of each Delivery Order or Take Away Order and may be subject to change from time to time by Merchants.
- 9.2. The way we display the prices of Merchants' Items may vary depending on the Merchants, and the prices reflected on our Platform may:
- 9.2.1. include sales and services tax ("**SST**") or such other equivalent tax; or
 - 9.2.2. exclude SST or such other equivalent tax.
- 9.3. A breakdown of the prices and additional charges are displayed before Checkout. When you place a Delivery Order or Take Away Order, you agree to all amounts, additional charges and the final '*Total*' amount which is displayed to you. Additional charges may include delivery fee for delivery of your Delivery Order by Delivery Partners, as the Platform may determine ("**Delivery Charges**"), lunch box fees, and any applicable taxes (e.g. SST or any equivalent taxes in your jurisdiction, etc.).
- 9.4. You agree to pay us for the total amount for the Delivery Order and/or Take Away Order placed by you on the Platform. We will collect the total amount in accordance with the terms and conditions of this Agreement and the pricing terms set forth in the applicable menu listing for the Merchant. Please note that we cannot control any amount that may be charged to you by your bank related to our collection of the total amount, and we disclaim all liability in this regard.
- 9.5. Delivery Charges are chargeable on every Delivery Order unless:
- 9.5.1. you have a valid promotional or discount voucher and apply it at Checkout; or
 - 9.5.2. unless stated otherwise.
- 9.6. If you have an existing valid voucher, promo code or 'My Vouchers', you can use them to pay for part or full payment of your Delivery Order or Take Away Order. After a Delivery Order or Take Away Order is successfully placed, you will receive a push notification from us with your Delivery Order or Take Away Order receipt.
- 9.7. **2Hungry Plus Membership:**
- 9.7.1. Where you have signed up for our 2Hungry Plus Membership (priced at RM14.90 for every thirty (30)-day period ("**Membership Term**"), or subject to such discount or promotion as may be offered on the Platform from time to time), you will be entitled to certain exclusive deals, vouchers, rewards, promo codes and other benefits on offer

on the Platform (which may be subject to change from time to time) that may be used upon Checkout to off-set the applicable Delivery Charges and other fees and charges at selected Merchant stores.

- 9.7.2. Unutilised vouchers, promo codes and other deals or rewards in each Membership Term may not be carried forward beyond the expiry of such Membership Term, and will be forfeited upon the expiry of each Membership Term.
- 9.7.3. Our 2Hungry Plus Membership may not be renewed or purchased more than once during each Membership Term. If you have fully utilised the vouchers, promo codes and other deals or rewards given during such Membership Term, no further vouchers, promo codes and other deals or rewards will be given during such Membership Term, and will only be renewed in the subsequent Membership Term if you continue to subscribe for our 2Hungry Plus Membership.

10. Payment Methods

- 10.1. In connection with your Delivery Order and/or Take Away Order, you will be asked to provide customary billing information such as name, billing address and payment information either to us or our third party payment processor. Payment methods currently available on the Platform are:
 - 10.1.1. credit/ debit card payment;
 - 10.1.2. e-wallet payments;
 - 10.1.3. payment via third party e-wallet platform;
 - 10.1.4. cash-on-delivery;
 - 10.1.5. payment using your '2Hungry Credit' balance; and
 - 10.1.6. such other payment method we offer from time to time.
- 10.2. 2Hungry reserves the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion.
- 10.3. Regardless of your preferred payment method, you acknowledge and agree that we act as Merchants' payment agent for the limited purpose of accepting payments from you on behalf of Merchants. Upon your payment of the transaction amounts to us, which are due to Merchants, your payment obligation to Merchants for such amounts is completed, and we are responsible for remitting such amounts, to Merchants. You shall not, under any circumstances whatsoever, make any payment directly to Merchants for any Delivery Order and/or Take Away Order made using the Platform.
- 10.4. You acknowledge and agree that 2Hungry takes no responsibility and assumes no liability for any loss or damages to you arising from incorrect or erroneous delivery information and/or payment information entered by you or wrong remittance by you in connection with the

payment for the Items, or for any failure, disruption or error in connection with your chosen payment method on the Platform.

10.5. Credit/ Debit Card Payment:

- 10.5.1. If you choose to pay using a credit/ debit card, you hereby authorise the collection of such amounts by charging the credit/ debit card provided as part of requesting the Delivery Order and/or Take Away Order, either directly by us or indirectly, via a third party online payment processor. You agree that we may issue a reasonable authorisation hold on your credit/ debit card, which is not an actual charge against your card, in order to verify your payment method via your card for the first time on the Platform as a preventive measure against any unauthorised or fraudulent usage of your credit/ debit card.
- 10.5.2. If you are directed to our third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the Platform services.
- 10.5.3. Once your confirmed order transaction is complete you will receive a confirmation summarising your confirmed order. With your consent, your credit/debit card and/or payment information will be stored with us and/or our third party payment service provider(s) for future orders.
- 10.5.4. You will be required to provide your credit or debit card details to the approved payment gateways while making the payment. In this regard, you agree to provide correct and accurate credit/ debit card details to the approved payment gateways for availing the Services. You shall not use a credit/ debit card which is not lawfully owned by you, i.e. in any transaction, you must use your own credit/ debit card. The information provided by you will not be utilised or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of your credit/ debit card details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorised use of your credit/ debit card.

10.6. E-Wallet Payments and Payment via Third Party E-Wallet Platforms:

- 10.6.1. If you choose to pay using an e-wallet or a third party e-wallet platform, you hereby authorise the collection of such amounts by charging your e-wallet account provided as part of requesting the Delivery Order and/or Take Away Order, either directly by us or indirectly, via the e-wallet or third party e-wallet platform provider.
- 10.6.2. When making payment using an e-wallet or a third party e-wallet platform on the App, you will be required to log in and provide us with access to your individual e-wallet account(s) in order for us to process your payment. You acknowledge that by using an e-wallet or third party e-wallet platform to make payment, you may be subject to

separate terms and conditions governing its use imposed by the respective e-wallet or third party e-wallet platform providers. Please review such terms and conditions and privacy policy before using the Platform services.

- 10.6.3. Once your confirmed order transaction is complete you will receive a confirmation summarising your confirmed order. With your consent, your e-wallet account information and/or payment information will be stored with us and/or our third party payment service provider(s) for future orders.

10.7. **Cash-on-Delivery:**

- 10.7.1. If you choose cash-on-delivery as your payment method, you agree that you are legally bound, and are obliged to make cash payment to the assigned Delivery Partner upon delivery of your Delivery Order. To promote efficient delivery, you should, as far as practicable, prepare enough cash in the exact amount as your order bill (and to avoid payment in too much coins) to be paid to the assigned Delivery Partner.
- 10.7.2. Should you fail or refuse to make cash payment upon delivery of your Delivery Order due to any reason other than the fault of 2Hungry, our Merchants, or the assigned Delivery Partner, you shall still be liable for the full amount payable for your Delivery Order. In this instance, you shall forfeit the delivery of your Delivery Order, and 2Hungry reserves the right to, and will, deduct, set-off, or charge as credit to you, the defaulted amount of such payment due to 2Hungry, from other payment methods registered to your User Account, where applicable. Where this occurs, cash-on-delivery may be removed from your list of available payment methods for your future orders.

10.8. **2Hungry Credit:**

- 10.8.1. For your ease and convenience, 2Hungry offers a proprietary in-app only credit account e-wallet with payment function ("**2Hungry Wallet**") which allows you to load monetary value ("**2Hungry Credit**") to your 2Hungry Wallet specifically for future in-app payment purposes only. The 2Hungry Wallet function is not available automatically, and you will be required to access your User Account to activate your 2Hungry Wallet by following the in-app instructions. You acknowledge that 2Hungry Wallet is a closed-loop e-wallet, and as such, 2Hungry Credit can be used for in-app payment only, and cannot be used outside the Platform. Further, you acknowledge that there shall strictly be no withdrawals allowed in respect of the balances in your 2Hungry Wallet.
- 10.8.2. For the purposes of this **Clause 10.8** and this Agreement:

"**Account Limit**" means the maximum limit of the 2Hungry Credit that is permitted by 2Hungry to be stored in your 2Hungry Wallet;

“Available Balance” means the amount of 2Hungry Credit standing and remaining in your 2Hungry Wallet, which is available for use on the Platform subject to the Account Limit; and

“Top-Up Limit” means the top-up limit in which you will be able to top-up 2Hungry Credit to your 2Hungry Wallet per top-up transaction on the Platform.

- 10.8.3. Each User Account will have a designated 2Hungry Wallet, which is maintained by 2Hungry. You may, at any time, access and view your 2Hungry Wallet available balance, transaction history and other related information through your 2Hungry Wallet.
- 10.8.4. For security purposes, 2Hungry requires you to create and set a six-digit (6-digit) numerical pin for your 2Hungry Wallet. To access your 2Hungry Wallet to make any in-app payment for your Delivery Orders and/or Take Away Orders, you are required to key-in the numerical pin previously registered and saved by you in your User Account for 2Hungry Wallet. You must ensure that you remember your 2Hungry Wallet numerical pin at all times. In the event that you forget your 2Hungry Wallet numerical pin, please follow the in-app instructions to reset your numerical pin, or alternatively, to contact 2Hungry’s customer service for further assistance.
- 10.8.5. You should take all necessary steps to ensure that your numerical pin for your 2Hungry Wallet is kept confidential and secure at all times from third parties, including but not limited to, not allowing any third party to use your User Account and not disclosing or cause to be disclosed your 2Hungry Wallet numerical pin to any third party through any means.
- 10.8.6. By activating 2Hungry Wallet and by using 2Hungry Credit, you acknowledge and agree that:
 - (i) you are bound by the 2Hungry’s 2Hungry Credit and 2Hungry Wallet terms and conditions herein;
 - (ii) you authorise 2Hungry to rely and act upon all communications and instructions given by you in respect of the use of 2Hungry Credit to process and make payment for transactions on the Platform. You further acknowledge and agree that the transactions carried out on the Platform are not always simultaneous with any instructions given at any time, which, if taken place on a non-business day, may be processed by 2Hungry on the following business day;
 - (iii) the record of all transactions authenticated through the Platform in respect of your User Account and 2Hungry Wallet shall be binding and conclusive evidence of your transactions. Any information, instructions and/or confirmation sent from your User Account and/or 2Hungry Wallet shall be deemed to have been issued by you notwithstanding that such information, instructions and/or confirmation may have been issued by a third party, whether authorised or otherwise, 2Hungry shall deem that the Platform has

been accessed legitimately by you and all such relevant transactions shall be valid. 2Hungry shall not entertain any request to reverse any wrongful transactions authenticated through the Platform whether such transactions are undertaken by you or other unauthorised party;

- (iv) you shall not be entitled to receive any interest or other profits in anyway whatsoever in relation to the use of 2Hungry Credit and 2Hungry Wallet and in respect of the Available Balance in the 2Hungry Wallet; and
- (v) you shall immediately notify us if you notice any fraudulent activity or discrepancy in the Available Balance or transaction history in your 2Hungry Wallet. Further, you should inform us immediately if you have any reason to believe that your numerical pin for your 2Hungry Wallet has become inadvertently known to anyone else, or if the numerical pin is being, or is likely to be, used in an unauthorised manner.

10.8.7. 2Hungry Credit is denominated and stored in Ringgit Malaysia (RM), which shall have the same monetary value as the amount loaded to your User Account. We accept cash deposits and top-ups (denominated in Ringgit Malaysia (RM) only) from the following sources, where the functions are made available on the Platform:

- (i) credit/ debit card;
- (ii) online banking; and/or
- (iii) other e-wallet platforms.

You agree that you shall only use credit/ debit card issued under your name, your personal online banking account and/or personal e-wallet accounts to deposit, top-up or reload your 2Hungry Wallet. You undertake that you shall not any time use any credit/ debit card which does not belongs to you or issued under your name, or any online banking account or e-wallet account of any third party to deposit, top-up or reload your 2Hungry Wallet to avoid any claim or dispute of fraudulent transaction by any third party.

10.8.8. The use of 2Hungry Wallet is subject to an Account Limit of a maximum of **RM3,000** stored as Available Balance, and a Top-Up Limit of **RM1,500 per top-up transaction**, to which 2Hungry reserves the right to, and may from time to time change and update such Account Limit and Top-Up Limit of the 2Hungry Wallet and 2Hungry Credit application on the Platform. In the event that a Delivery Order (including 2Hungry Express Delivery Order) and/or Take Away Order exceeds the order value of RM3,000, you may still choose to use the Available Balance in your 2Hungry Wallet to check out and pay for such Delivery Order and/or Take Away Order, up to the amount of Available Balance in your 2Hungry Wallet or Account Limit, and any amount in excess of the Available Balance or the Account Limit must be paid using such other payment method available on the Platform.

- 10.8.9. You may deposit or top-up 2Hungry Credit to your 2Hungry Wallet in fixed amounts only as stated on the App from time to time. We do not charge any transaction fees for any deposit or top-up. You shall be solely responsible and liable for all deposits or top-ups of 2Hungry Credit to your 2Hungry Wallet, including the use of any saved payment methods such as debit/credit card in your User Account, and 2Hungry shall strictly not be liable for any inadvertent or unauthorised deposits or top-ups to 2Hungry Wallet which takes place through your User Account.
- 10.8.10. In the event that you reload or top up your 2Hungry Wallet using your debit/ credit card, your debit/ credit card information, including your debit/ credit card number, expiry date and Card Verification Code (CVC) number, will be automatically saved on the App for the convenience of future reloads or top-ups. If you do not wish for such information to be saved on the App or to bind your debit/ credit card to the 2Hungry Wallet, you shall immediately remove such information or unbind your debit/ credit card from your 2Hungry Wallet upon making any reload or top-up using your debit/ credit card.
- 10.8.11. You agree that you shall not tamper or interfere with the software and/or data of the Platform with the intention of falsifying, fabricating, manipulating and/or altering the amount of 2Hungry Credit in your 2Hungry Wallet whether at the time of reload, top-up or deposit or otherwise. You understand that 2Hungry shall not be required to honour and reflect any 2Hungry Credit reload, top-up or deposit falsified, fabricated, manipulated and/or altered by you on your 2Hungry Wallet as a result of you tampering or interfering with, or allowing any third party to tamper or interfere with any software and/or data of the Platform.
- 10.8.12. 2Hungry Credit shall be treated as cash and may be used to make in-app payments for your Delivery Orders and/or Take Away Orders. 2Hungry Credit users are entitled to exclusive discounts, deals, loyalty points, rewards and other benefits which may be used on the Platform, as may be provided by 2Hungry from time to time. Customers may also be rewarded with 2Hungry Credit bonuses from time to time in collaboration with other third party institutions to be used on the Platform.
- 10.8.13. If your User Account is terminated for any reason whatsoever, or if you cease to be a user on the Platform, you acknowledge that such balance in your 2Hungry Wallet shall be forfeited by 2Hungry. You acknowledge that you deposit money to 2Hungry Wallet at your own risk, and 2Hungry shall not be responsible for any losses incurred by you in respect of any deposit or top-up of 2Hungry Credit made by you to your 2Hungry Wallet.
- 10.8.14. You are responsible to verify and confirm the amount of your deposit or top-up before making a deposit or top-up of 2Hungry Credit to your User Account. 2Hungry strictly does not entertain claims of incorrect or erroneous deposit or top-up amounts of 2Hungry Credit to your User Account, and we will not process a refund or withdrawal request in respect thereof save for extreme and unforeseen circumstances or manifest errors to be determined at 2Hungry's sole discretion.

- 10.8.15. If you discover any error or discrepancy with your 2Hungry Wallet, you must contact 2Hungry immediately, and in any event, no later than thirty (30) days from the date of the occurrence of the disputed transaction, failing which, you shall be deemed to have accepted the accuracy of the relevant transaction. If it is revealed in the course of 2Hungry's investigation that the disputed transaction was indeed made in error, 2Hungry will refund the disputed sum directly to your 2Hungry Wallet. 2Hungry reserves its right not to refund any disputed amount to you if in 2Hungry's sole discretion, 2Hungry believes that you have acted contrary to and in breach of the terms and conditions of this Agreement. Notwithstanding the foregoing, any refund by 2Hungry shall not, in and of itself, amount to completion of the investigation. 2Hungry may refund such sums to your 2Hungry Wallet based on preliminary investigation results. Upon completion of the full investigation by 2Hungry, if it is discovered that you are not in fact entitled to the refund, 2Hungry may, in its sole discretion, either adjust your 2Hungry Wallet Available Balance and deduct the refunded sums from your 2Hungry Wallet or claim such sums from you. In the event any incorrect sum was deducted from your 2Hungry Wallet, 2Hungry shall have the right to make such necessary adjustment or deduction from your 2Hungry Wallet as required.
- 10.8.16. In the event that your 2Hungry Credit balance is low or insufficient to make payment for your Delivery Order and/or Take Away Order, and if you do not wish to further top-up your 2Hungry Credit balance, we allow you to off-set your remaining 2Hungry Credit balance with such payment due, and to use other accepted payment methods on the Platform to pay for any balance due.
- 10.8.17. If we have reason to believe that there is likely to be a breach of security, unauthorised use or misuse of your 2Hungry Wallet, we may require you to change your numerical pin to your 2Hungry Wallet or we may suspend your 2Hungry Wallet pending investigation. You further release and hold us harmless from any and all claims and causes of action arising out of or resulting from any unauthorised use of your 2Hungry Wallet, including fraudulent activity arising from your 2Hungry Wallet, or our suspension or termination of your 2Hungry Wallet due to such unauthorised use.
- 10.8.18. Notwithstanding the above, in the event any dispute has arisen between you and your bank or any e-wallet platform in respect of any fraudulent transaction conducted on your banking account or e-wallet account or misuse of your credit/ debit card, which is directly or indirectly linked to your 2Hungry Wallet, you agree and understand that 2Hungry shall not be required to refund to you or make any adjustment to your 2Hungry Wallet in respect of such amount which has been misused by the fraudster as a result of any breach of security of your banking account, e-wallet account, or credit/ debit card. You further acknowledge and agree that 2Hungry shall, at its sole discretion, decide to suspend your 2Hungry Wallet pending investigation of such breach of security or terminate your 2Hungry Wallet in which event all balance remaining in your 2Hungry Wallet shall be forfeited to 2Hungry and you shall have no right to request for a refund of the remaining balance from 2Hungry.

10.8.19. You agree that 2Hungry shall not be held liable for any losses or damages suffered by you as a result of any breach of security of your banking account, e-wallet account, or credit/ debit card, and all claims, actions, costs, or expenses of whatever kind, including reasonable advocates and solicitors' fees, arising from or relating to such breach of security shall be brought directly against the relevant bank or the e-wallet platform.

11. Delivery and Fulfilment of Delivery Orders

11.1. Delivery of a Delivery Order placed by you through the Platform will be facilitated by 2Hungry through Delivery Partners who will provide delivery services to you. You acknowledge that 2Hungry is merely acting as an intermediary between you and Delivery Partners.

11.2. The acceptance by a Delivery Partner of undertaking delivery of your Delivery Order shall constitute a contract of service between you and the Delivery Partner, to which 2Hungry is not a party under any applicable law. It is clarified that 2Hungry does not provide any delivery or logistics services and only enables the delivery of Items ordered by Customers through the Platform by connecting Customers with the Delivery Partners.

11.3. Delivery Partners will deliver your Delivery Order to the delivery address provided by you. Your order will only be delivered to the address designated by you at the time of placing the Delivery Order on the Platform. We reserve the right to cancel the Delivery Order, in our sole discretion, in the event of any change to the place of delivery and you shall not be entitled to any refund for the same. Delivery in the event of change of the delivery location shall be at our sole discretion.

11.4. You may choose for your Delivery Order to be delivered "immediately" or scheduled for a specific time. An estimated delivery time will be provided to you via email confirmation but delivery times may vary depending on various factors that are not within our control, for example, order quantity, distance, time of day (peak periods), weather conditions, traffic conditions, etc. You can view the remaining delivery time of a Delivery Order when you click on 'Orders' on the Platform.

11.5. You acknowledge that the delivery time we provide is only an estimate and Delivery Orders may arrive earlier or later. To ensure that you do not miss a delivery of a Delivery Order, you should ensure that either you or someone is at the delivery location to receive the Delivery Order once a Delivery Order is placed. If your Delivery Order contains alcohol or tobacco (if applicable) and you or the recipient is or appears to be below the legal age, or fails to provide a valid proof of ID, Delivery Partner reserves the right not to deliver your Delivery Order to you.

11.6. You shall undertake to provide adequate directions, information and authorisations to accept delivery. In the event of any failure to accept delivery, failure to deliver within the estimated time due to your failure to provide appropriate instructions, or authorisations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you and you shall not be entitled to any refund for the same. Our decision in relation to this shall be final and binding.

- 11.7. Where 2Hungry is facilitating delivery of a Delivery Order placed by you, 2Hungry shall not be liable for any acts or omissions on part of Delivery Partners including deficiency in service, wrong delivery of Delivery Order, time taken to deliver the Delivery Order, Delivery Order package tampering, etc.
- 11.8. You understand that our liability ends once your Delivery Order has been delivered to you.
- 11.9. You agree that 2Hungry is authorised to collect, on behalf of Delivery Partners, the Delivery Charges for the delivery service provided by Delivery Partners. The Delivery Charges may vary from order to order, which may be determined on multiple factors which shall include but not be limited to Merchants, order value, distance, demand during peak hours. 2Hungry will use reasonable efforts to inform you of the Delivery Charges that may apply to you, provided you will be responsible for Delivery Charges incurred for your order regardless of your awareness of such Delivery Charges.

12. Unsuccessful or Failed Deliveries

- 12.1. In cases where Delivery Partners attempt to deliver a Delivery Order but are unable to do so due to the reasons caused by you, including but not limited to:
- 12.1.1. incorrect particulars, e.g., contact number, delivery address etc.,
 - 12.1.2. no one was present or available to receive the Delivery Order; or
 - 12.1.3. you were uncontactable despite multiple attempts by the Delivery Partners to reach you via the phone number linked to your User Account; or
 - 12.1.4. lack of appropriate or sufficient access to deliver the Delivery Order successfully;
 - 12.1.5. lack of a suitable or secure location to leave the Delivery Order; or
 - 12.1.6. in the case of Restricted Items, you do not meet the statutory age requirements or Delivery Partners do not deem it safe or appropriate for you to receive the Restricted Items,

2Hungry reserves the right to cancel the Delivery Order without refund or remedy to you. If you wish to change the delivery location of the Delivery Order, you may do so by making a request to our customer support, provided that any difference in price or additional charges applicable in relation to the change of delivery location shall be borne solely by you, which shall be paid by you, in such manner to be determined by 2Hungry, prior to completion of the Delivery Order to such changed delivery location. Your failure to make such additional payment as may be necessary will result in 2Hungry cancelling the Delivery Order without refund or remedy to you.

13. Complaints and Refunds

- 13.1. Upon receipt of your Delivery Order and/or Take Away Order, if you discover that there are issues with your Delivery Order and/or Take Away Order, for instance, issues pertaining to food efficacy, quality, food spillage, foreign object in food, delivery of the wrong order, defective

order, missing items, or any other such issues, please contact our customer support immediately.

- 13.2. In the event you raise any complaint on any Merchant accessed using our Platform, we shall assist you to the best of our abilities by providing relevant information to you, such as details of Merchant and the specific Delivery Order and/or Take Away Order to which the complaint relates, to enable satisfactory resolution of the complaint.
- 13.3. In some cases, we may request for photographic proof and/or additional information to properly investigate the issue with your Delivery Order and/or Take Away Order before any resolution can be provided. If we determine that the Delivery Order and/or Take Away Order and/or Items you received are not of satisfactory condition or quality, we will compensate you for your Delivery Order and/or Take Away Order or parts of your Delivery Order and/or Take Away Order, either in the form of cash, e-wallet payment or 2Hungry Credit, as shall be determined by us in our sole discretion.
- 13.4. You may be entitled to a refund up to 100% of the Delivery Order and/or Take Away Order value if Merchant fails to deliver the Delivery Order and/or Take Away Order to you due to causes attributable to 2Hungry, however such refunds will be assessed on a case to case basis by 2Hungry.
- 13.5. The orders placed by Customers using the Platform are non-cancellable and non-refundable except if refund is requested under the following conditions:
 - 13.5.1. if the Merchant cancels the order due to reasons not attributable to Customers, including but not limited to store is closed, non-availability of items, store cannot service online orders at the moment, store is overcrowded, etc.
 - 13.5.2. if 2Hungry cancels the order due to reasons not attributable to Customers, including but not limited to non-availability of Merchants, etc.; or
 - 13.5.3. any other reasons as shall be deemed reasonable by 2Hungry in its sole discretion.
- 13.6. Our decision on refunds shall be final and binding. 2Hungry reserves the right at all times to issue refunds to Customers in the form of 2Hungry Credit, irrespective of the payment method used by Customers. In this respect, your Available Balance in your 2Hungry Wallet may exceed the Account Limit of your 2Hungry Wallet if the amount of refund issued to you shall exceed the Account Limit of your 2Hungry Wallet.
- 13.7. All refunds will be processed in the same manner as they are received, or if 2Hungry so elects at its sole and absolute discretion, may be provided in the form of 2Hungry Credit which will be credited directly to your User Account. The refund amount will be reflected in your bank account or User Account, as the case may be, based on respective banks' and 2Hungry's policies. You are advised that the processing of the payment of any refunds may take up to seven (7) to fourteen (14) working days.

14. Vouchers, Discounts and Promotions

- 14.1. From time to time, we may run marketing and promotional campaigns which offer vouchers, promo codes, discounts, and other promotional offers to be used on the Platform ("**Vouchers**"). Vouchers are subject to validity periods, redemption periods, and in certain cases, may only be used once. Vouchers may be sold or made available by third party platforms authorised by 2Hungry. If you have any concerns on the authenticity of any Vouchers sold or made available by any third party platforms, please feel free to verify the same with us by contacting our customer service.
- 14.2. Vouchers can only be used by you subject to such terms and conditions set forth by 2Hungry from time to time.
- 14.3. Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers.
- 14.4. Unless otherwise stated, Vouchers can only be used on our Platform.
- 14.5. Vouchers cannot be exchanged for cash.
- 14.6. We reserve the right to void, discontinue or reject the use of any Voucher without prior notice.
- 14.7. We may exclude certain Merchants from the use of Vouchers at any time without prior notice to you.

15. Ratings and Review

- 15.1. The Platform may enable you to rate ("**Ratings**") and post comments, reviews, suggestions or feedbacks about the Items which you have purchased or ordered and/or about the Merchants of which such Items are purchased or ordered ("**Reviews**"). Reviews are considered as User Data for the purposes of the Platform.
- 15.2. Ratings and Reviews are not endorsed by 2Hungry and do not represent the views of 2Hungry or its affiliates. 2Hungry shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews.
- 15.3. When you post Reviews to the Platform, you also grant us the right to use the name that you submit or your username, in connection with such Review to be publicised on the Platform. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third-parties as to the origin of any Reviews. We may, but shall not be obligated to, remove or edit any Reviews which contravenes this Agreement.
- 15.4. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you acknowledge and agree that, by posting a Review:
 - 15.4.1. you are not (a) a director, employee, officer or principal ("**Restricted Party**") of the Merchant whose Items are the subject of the Review, (b) a Restricted Party of a competitor of the Merchant whose Items are the subject of the Review; or (c) related in any way to the Merchant whose Items are the subject of the Review;

- 15.4.2. your Review is based upon your first-hand experience with the Merchant whose Items, are the subject of the Review;
- 15.4.3. your Review is accurate, truthful and complete;
- 15.4.4. your Review shall not undermine the integrity of the Platform's feedback system, such as leaving positive feedback for yourself using secondary user IDs or through third-parties or by leaving unsubstantiated negative feedback for another user (including a merchant);
- 15.4.5. your Review does not violate any of our policies (including this Agreement), including through libellous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic or obscene content, as determined by us in our sole and absolute discretion;
- 15.4.6. if you have received monetary compensation or other incentive to write and submit a Review, it will be clearly and conspicuously stated in the text of your Review, even if the amount or value of such incentive is small; and
- 15.4.7. you will not use the posting or removing of your Review to demand payment from any Merchant, except that bona fide refund, returns or exchange requests made in connection with a bad customer experience are acceptable.

16. Contests

- 16.1. 2Hungry may organise contests ("**Contests**") on the Platform and our social media pages from time to time, with exclusive prizes (including Vouchers) ("**Prizes**") to be won.
- 16.2. By participating in any of the Contests, you acknowledge and agree that your personal data may be collected and processed by us in accordance with our Privacy Policy, and thereby give your consent to us to:
 - 16.2.1. contact you directly in relation to the Contests (including to notify you on the results of the Contests and the procedure for the collection of any Prizes); and
 - 16.2.2. publicly publish the results of the Contests on the Platform and our social media pages, which may include your name or picture.

17. Specific Restrictions

- 17.1. You must not do or attempt to do anything that is unlawful, prohibited by any laws applicable to the Platform, which we would consider inappropriate, or which might bring us or the Platform into disrepute, including (without limitation):
 - 17.1.1. removing any proprietary notices from the Platform;
 - 17.1.2. taking any action that may undermine the feedback or ratings systems of the Platform;

- 17.1.3. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Platform or data regarding other users, including User Data, user ID, password and e-mail address, without our consent;
- 17.1.4. tampering with or modifying the Platform, knowingly transmitting viruses, worms or other disabling features, or damaging or interfering with the Platform, including using trojan horses, viruses, timebombs, keystroke loggers, spyware or other similar feature or piracy or programming routines that may damage or interfere with the Platform;
- 17.1.5. using the Platform in any way that interferes with any user's access to the Platform;
- 17.1.6. attempting to copy, reproduce, exploit or expropriate the Platform's various proprietary directories, databases and listings;
- 17.1.7. anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- 17.1.8. using the Platform to defame, harass, threaten, menace or offend any person;
- 17.1.9. using the Platform to send unsolicited, bulk or junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- 17.1.10. modifying, copying, adapting, reproducing, making derivative works of, dissecting, decompiling, disassembling, reverse compiling or reverse engineering any part of the Platform;
- 17.1.11. uploading, emailing, posting, transmitting or otherwise making available any content on the Platform that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- 17.1.12. uploading, emailing, posting, transmitting or otherwise making available any content on the Platform that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- 17.1.13. otherwise deriving or determining or attempting to derive or determine the source code (or algorithms, structure or organisation) of any software underlying the Platform;
- 17.1.14. interfering with, disrupting, or creating an undue burden on servers or networks connected to the Platform, or violate the regulations, policies or procedures of such servers or networks;

- 17.1.15. attempting to gain unauthorised access to the Platform (or to other computer systems or networks connected to or used together with the Platform), whether through password mining or any other means;
 - 17.1.16. forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Platform;
 - 17.1.17. accessing the unauthorised section of the Platform in order to build a similar or competitive application, product, or service;
 - 17.1.18. taking any action that constitutes voucher abuse (including, but not limited to, selling of vouchers to third parties and abnormal or excessive use of vouchers on the Platform);
 - 17.1.19. manipulating the price of any item or interfering with other merchants' listings;
 - 17.1.20. engaging in any activities that would otherwise create any liability for us or our affiliates;
 - 17.1.21. bypassing the internal workings (including security features) of the Platform (including changing the coding or interface of the Platform);
 - 17.1.22. "doxing" other users on the Platform, including revealing the personal information of other users (including names, email addresses, addresses and phone numbers);
 - 17.1.23. access the Platform, open a user account, or otherwise access your User Account using an emulator, simulator, bot or other similar hardware or software;
 - 17.1.24. using software or automated agents or scripts to produce multiple accounts on the Platform, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Platform; and/or
 - 17.1.25. instructing, authorising, facilitating or assisting a third-party to do any of the above acts.
- 17.2. Certain areas of the Platform are restricted from being accessed by you and we may further restrict access by you to any areas of the Platform, at any time and from time to time, at our absolute discretion. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by 2Hungry, unless you have been specifically allowed to do so, by way of a separate agreement with 2Hungry.
- 17.3. For a period of one (1) year after your use of the Services terminates, you are prohibited from using the Content (in particular the Content which are confidential in nature), in any way that directly competes with our business in geographical markets which 2Hungry operates in.
- 17.4. You acknowledge that 2Hungry has no obligation to monitor your or anyone else's access to or use of the Services for violations of this Agreement, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services

(including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with this Agreement and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body.

18. Updates and Upgrades to the Services

- 18.1. 2Hungry is constantly evolving to provide the best possible experience and information to its users. You acknowledge and agree that the form and nature of the Services which 2Hungry provides, may require effecting certain changes in it, therefore, 2Hungry reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the Platform without any prior notice.
- 18.2. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services).
- 18.3. You acknowledge and agree that if 2Hungry disables access to your User Account in the event you failed to update or upgrade the 2Hungry software, you may be prevented from accessing the Services, your account details or other content, which is contained in your account. You agree to hold us harmless in respect of any losses which you may suffer due to us disabling your access to your User Account.

19. User Feedback

- 19.1. If you share or send any ideas, suggestions, changes or documents regarding 2Hungry's existing business ("**Feedback**"), you agree that (i) your Feedback does not contain the confidential, secretive or proprietary information of third parties, (ii) 2Hungry is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis (iii) 2Hungry may have already received similar Feedback from some other user or it may be under consideration or in development, and (iv) by providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback and fully exploit such Feedback and related information in any manner we deem appropriate, and you irrevocably waive, against 2Hungry and its users any claims/assertions, whatsoever of any nature, with regard to such Feedback.
- 19.2. Please provide only specific Feedback on 2Hungry's existing products or marketing strategies; do not include any ideas that 2Hungry's policy will not permit it to accept or consider.

- 19.3. Notwithstanding the abovementioned clause, 2Hungry or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("**Submissions**") in any form to 2Hungry or any of its employees.
- 19.4. The purpose of this policy is to avoid potential misunderstandings or disputes when 2Hungry's products or marketing strategies might seem similar to ideas submitted to 2Hungry. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.
- 19.5. You agree that: (1) your Submissions and their contents will automatically become the property of 2Hungry, without any compensation to you; (2) 2Hungry may use or redistribute the Submissions and their contents for any purpose and in any way; (3) there is no obligation for 2Hungry to review the Submission; and (4) there is no obligation to keep any Submissions confidential.

20. Transactions Between Users

- 20.1. Through the Platform, our Services merely provide for the exchanging of information between its users (i.e. Merchants, Customers and Delivery Partners). Each sale and purchase transaction on the Platform will form a binding contract between the users. However, for any transaction between the users, 2Hungry does not represent either Merchant, Customer or Delivery Partner in each specific transaction (including any cancellations, returns, or refunds).
- 20.2. All commercial/contractual terms are offered by and agreed to between Customers and Merchants alone. 2Hungry does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between Customers and Merchants. 2Hungry may, however, offer support services to Merchants in respect to order fulfilment, payment collection, call centre, and other services, pursuant to independent contracts executed by it with the Merchants.
- 20.3. 2Hungry is not a manufacturer, seller, retailer or distributor of Items, nor is it in the delivery business or a common carrier. It merely places an order against Merchants on behalf of Customers pursuant to the unconditional and irrevocable authority granted by Merchants to 2Hungry, and facilitates the sale and purchase of Items between Customers and Merchants, under the contract for sale and purchase of Items between the Customers and Merchants. As such, 2Hungry does not control or guarantee, and is not liable or responsible for, the quality, safety, lawfulness or availability of the Items offered for sale on the Platform.
- 20.4. 2Hungry is not responsible for any non-performance or breach of any contract entered into between Customers and Merchants on the Platform. 2Hungry cannot and does not guarantee that the concerned Customers and/or Merchants will perform any transaction concluded on the Platform. 2Hungry is not responsible for unsatisfactory or non-performance of services or damages or delays as a result of Items which are out of stock, unavailable or back ordered.

- 20.5. 2Hungry is operating an online marketplace and assumes the role of facilitator, and does not at any point of time during any transaction between Customers and Merchants on the Platform come into or take possession of any of the Items offered by Merchants. At no time shall 2Hungry hold any right, title or interest over the Items nor shall 2Hungry have any obligations or liabilities in respect of such contract entered into between Customers and Merchant.
- 20.6. Customers accessing or using the Platform shall assume the risks of conducting any sale transactions in connection with or through the Platform. Customers accessing or using the Platform shall also fully assume all risks of liability or harm of any kind arising out of or in connection with any subsequent activity relating to the Items that are the subject of the transactions on the Platform. Examples of such risks shall include, but are not limited to, misrepresentation of Items, fraudulent schemes, unsatisfactory Items quality, failure to meet specifications, defective or dangerous Items, unlawful Items, delay or default in delivery of Items, breach of warranty, breach of contract, transportation accidents, the risk that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of Items offered or displayed on the Platform may violate or may be asserted to violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third-party ("**Third-Party Rights**"), and the risk that you may incur costs of defence or other costs in connection with third-parties' assertion of Third-Party Rights, or in connection with any claims by any party that they are entitled to defence or indemnification in relation to the assertion of rights, demands or claims by claimants of Third-Party Rights. All of the foregoing risks are referred to as "**Transaction Risks**". 2Hungry is not liable or responsible for any damages, claims, liabilities, costs, harm, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any Transaction Risks.
- 20.7. Each agreement entered into for the sale of a Merchant's Items to a Customer shall be an agreement entered into directly and only between the Merchant and the Customer. In the event that you have a dispute with any party to a transaction, you agree to release and indemnify 2Hungry (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such dispute or the transaction.

21. Collection and Use of Your Information

- 21.1. You acknowledge that when you access and use the Platform, we may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Platform. You may also be required to provide certain information about yourself as a condition to accessing and using the Platform or certain of its features or functionality. All information we collect through or in connection with the Platform are subject to our Privacy Policy.
- 21.2. We will process and may disclose personal data including sensitive personal data (as defined in the Personal Data Protection Act 2010) relating to you, and you consent to the processing

and disclosure of such data. You agree to keep us informed of any changes to your personal data at all material times.

22. Third-Party Software and Application Programming Interface (“API”)

- 22.1. We may use third-party software and APIs when providing services on the Platform. We do not guarantee the reliability of such third-party software or APIs. You agree that we are not liable for any loss or damage whatsoever incurred or suffered by you arising out of our use of such third-party software or APIs.
- 22.2. In order to provide you with the Services, our Platform integrates Umeng + SDK, which will collect your device identification information (such as IMEI/android ID/IDFA, etc.) and information from your Third Party Accounts. For your information security, we have signed a data security and confidentiality agreement with a third-party SDK service provider. These companies will strictly comply with our data privacy and security requirements. Unless your consent is obtained, we will not share your personally identifiable information with it. In order for you to better understand the types and uses of data collected by [友盟+], and how to protect your personal information, you can log in to <https://www.umeng.com/policy> to understand the privacy policy of [友盟+].

23. Communications

- 23.1. By electing to submit your phone number and email address to us and agreeing to this Agreement, you agree to receive communications from us, including via email, text messages (including SMS and MMS), calls, pre-recorded messages, and push notifications, any of which may be generated by automatic telephone dialling systems or email notification systems. These communications include, for example, operational communications concerning your account or use of the Platform, updates concerning new and existing features on the Platform, communications concerning promotions run by us or third parties, and news relating to the Platform and industry developments. Standard text message charges applied by your telephone carrier may apply to text messages we send. If you submit someone else’s phone number or email address to us to receive communications from us, you represent and warrant that each person for whom you provide a phone number or email address has consented to receive communications from us.
- 23.2. If you wish to stop receiving promotional emails or promotional text messages, we provide the following methods for you to opt-out or unsubscribe: (a) follow the instructions we provide in the email or initial text message for that category of promotional emails or text messages or (b) if you have an account on the Platform, you may opt-out or unsubscribe using your User Account settings.

24. Breaches by Users

If you breach any of the terms of this Agreement, or if 2Hungry has reasonable grounds to believe that you are in breach of any of the terms of this Agreement, 2Hungry shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:

(i) suspending or terminating your User Account and any and all accounts determined to be related to such User Account by 2Hungry in its sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, suspending or terminating your access to current or future use of any Services or Items offered by the Platform; (iii) imposing other restrictions on your use of any features or functions of the Platform as we may consider appropriate in our sole and absolute discretion; (iv) temporarily withhold any refunds and/or (v) any other corrective actions, discipline or penalties as we may deem necessary or appropriate in our sole and absolute discretion.

25. Indemnity

- 25.1. You acknowledge and agree that you shall be solely responsible for any and all consequences of use or misuse of your User Account and 2Hungry Wallet, login credentials, and/or security credentials. You shall be responsible for all losses and payments (including the amount of any transaction carried out without your authority) due to your negligence or where you have acted negligently or fraudulently. For the purposes of this **Clause 25.1**, negligence shall be deemed to include failure to observe any of your duties in relation to the security and confidentiality of your User Account and 2Hungry Wallet referred to in this Agreement.
- 25.2. As such, you agree to indemnify, defend and hold harmless and keep indemnified, defended and held harmless 2Hungry and its licensors, officers, partners, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims (by you and any third-party claims), actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable advocates and solicitors' fees, arising from or relating to your use or misuse of the Platform or the placement or transmission of any message, information, software or other materials through the Platform by you or users of your User Account or related to any breach of this Agreement by you or users of your User Account, including your 2Hungry Wallet (otherwise than through no fault of you, which is caused by system glitches, technical error or other operational issues encountered on the Platform by 2Hungry, its partners, toll operators, agents, merchants or other relevant parties involved in the provision of the Platform). In this respect, you shall provide 2Hungry with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

26. Disclaimer of Warranties

- 26.1. The Platform is provided to you on an "as is where is" basis and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, 2Hungry, on its behalf and on behalf of its affiliates, licensors and its service providers, expressly disclaims all:
- 26.1.1. conditions and warranties, whether express, implied, statutory or otherwise, with respect to the Platform including but not limited to the commercial and non-commercial merchantability, quality, fitness, purpose, title, non-infringement and any implied terms and warranties of the Platform;

- 26.1.2. representations, by any means, as to the availability, accessibility, uninterrupted access, operation, performance of the Platform or any other Items accessed via the Platform; and
 - 26.1.3. indemnification arising from course of dealing or course of performance in connection with this Agreement.
- 26.2. To the maximum extent permitted by law, 2Hungry makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or correctness of any information provided on or through the Platform. 2Hungry does not represent or warrant that the manufacture, importation, exportation, distribution, offer, display, purchase, sale and/or use of Items offered or displayed on the Platform does not violate any third-party rights. Further, 2Hungry makes no representations or warranties of any kind concerning any Items offered or displayed on the Platform.
- 26.3. No advice or information, whether oral or written, obtained by you from the Platform or any materials or content available through the Platform will create any warranty that is not expressly stated in this Agreement. You assume all risk for any damage that may result from your use of or access to the Platform, and any material or content available through the Platform.
- 26.4. Further, by using the Services, you agree to the following disclaimers by 2Hungry:
- 26.4.1. The Content is for informational purposes only. 2Hungry disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. 2Hungry reserves the right to make changes and corrections to any part of the Content at any time without prior notice.
 - 26.4.2. 2Hungry does not guarantee quality of the Items, that the prices listed on the menus will not be subject to change or the availability of all Items.
 - 26.4.3. Any certification, licenses or permits ("**Certification**") or information in regard to such Certification that may be displayed on Merchants' listing page on the Platform is for informational purposes only. Such Certification is displayed by 2Hungry on an 'as available' basis that is provided to 2Hungry by the Merchants. 2Hungry does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a user upon the Certification or information thereto shall be strictly at such user's own risk and 2Hungry in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Merchants.
- 26.5. Whilst we use reasonable efforts to ensure that our online platform is free from viruses and other malicious or harmful content, we cannot guarantee that your use of the Platform (including any content on it or any website accessible from it) will not cause damage to your computer or any other device. Except if required by applicable law, we shall not be liable to

you for any loss or damage, which you may suffer as a result of viruses or other malicious or harmful content.

27. Limitation of Liability

- 27.1. In no event will 2Hungry, its affiliates and its respective licensors, shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors be liable for any incidental, direct, indirect, special, punitive, consequential or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data or exposure of data, information, revenue, profits or other business or financial benefit) arising out of or in connection with the Platform, any performance or non-performance of the Platform, or any other product, service or other item provided by or on behalf of 2Hungry.
- 27.2. 2Hungry provides a technology platform facilitating the transmission of Delivery Orders by Customers to Merchants for pickup or delivery by Delivery Partners. 2Hungry will not assess or guarantee the suitability, legality or ability of any Merchant or Delivery Partner. You agree that 2Hungry is not responsible for the Merchants' food preparation or the safety of the food, and does not verify Merchants' compliance with applicable laws or regulations.
- 27.3. You acknowledge and agree that 2Hungry does not accept any responsibility or liability for the acts or omissions of any Merchant or any Delivery Partner including deficiency in service, wrong delivery of Deliver Order/Deliver Order mismatch, quality, incorrect pricing, deficient quantity, time taken to prepare or deliver the order, etc., and that 2Hungry shall not be liable or responsible to your and/or any other third party for any costs, loss or damages (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your use of your 2Hungry Wallet, including due to your 2Hungry Wallet being hacked and/or the theft of your User Account login credentials and/or security credentials.
- 27.4. Please note that some of the Items may be suitable for certain ages only. You should check the Items you are ordering and read its description, if provided, prior to placing your Delivery Order and/or Take Away Order. 2Hungry shall not be liable in the event the Items ordered by you does not meet your dietary or any other requirements and/or restrictions.
- 27.5. Access to, and use of, the Platform are entirely at your own discretion and risk. You understand and agree that you will use or access the Platform, or otherwise purchase or order any Items through the Platform, at your own discretion and risk, and that you are solely responsible for any damage to your property (including your computer system or mobile device used in connection with the Platform), or the loss of data that results from the use of the Platform.
- 27.6. 2Hungry has no special relationship with or fiduciary duty to you or any other third-party. It is your responsibility to ensure that you order Items on the Platform which suits your needs.
- 27.7. In the event of any typographical, clerical or other error or omission in any invoice or other document or information issued by us on the Platform, such error or omission shall be subject to correction without any liability on our part.

- 27.8. In the event that any limitation or exclusion of liability in this Agreement is not enforceable, our total liability for any claim arising out of or relating in any manner to the access and/or use (or inability to access and/or use) of the Platform is limited to RM 100. We do not exclude liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which may not be excluded by law.

28. Termination of this Agreement

- 28.1. We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your and any device's access to all or any part of the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.
- 28.2. You may choose to terminate your User Account by giving us a notice in writing (including via email at developer@2hungry.app). Our approval to such termination application is subject to you completing all the outstanding transactions on the Platform, including payment and receipt of the Items ordered.

29. Downloading the Apps from the App Store

- 29.1. The following terms apply when you download the App from Apple App Store/ Google Play Store/ HUAWEI App Gallery ("**App Store**"). These terms are in addition to all other terms contained in this Agreement. You acknowledge and agree that (i) this Agreement is concluded between you and 2Hungry only, and not Apple/ Android/ Huawei; and (ii) 2Hungry, not Apple/ Android/ Huawei, is solely responsible for the App and content thereof. Your use of the App must comply with the relevant App Store's Terms of Service.
- 29.2. You must comply with any applicable third party terms of agreement when using the Platform (e.g. you must ensure that your use of the Platform is not in violation of your mobile device agreement or any wireless data service agreement).

30. Force Majeure

- 30.1. You acknowledge and agree that we have no control over the availability of the Platform on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto. We are not responsible or liable for failure or delay of performance caused by act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication shortage or outage; interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; national, state, or local government restrictions or intervention; pandemic, epidemic or any other event that is beyond our reasonable control, whether foreseeable or not ("**Force Majeure Event**").
- 30.2. Where the access to the Platform are interrupted or we are unable to perform the services offered on the Platform for a continuous period of more than twenty one (21) calendar days by reason of a Force Majeure Event, either party shall have the right to terminate this Agreement.

31. Invalidity and Severability

31.1. If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then:

31.1.1. such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;

31.1.2. the remaining provisions of this Agreement shall remain in full force and effect; and

31.1.3. the parties shall use their respective best endeavours to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible of the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

32. Assignment

32.1. You may not assign, transfer or sub-contract any of your rights and obligations under this Agreement to any other person without our prior written consent.

32.2. We may assign, transfer or sub-contract all or any of our rights and obligations under this Agreement at any time without your consent to:

32.2.1. our subsidiary or related/affiliated company;

32.2.2. an acquirer of our equity, business or assets; or

32.2.3. a successor by merger.

33. Waiver

If a party waives any right under this Agreement, it must be done in writing. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. A waiver of a breach of a term in this Agreement does not operate as a waiver of another breach of the same term or any other term in this Agreement.

34. Equitable Remedies

You acknowledge that the rights granted, and obligations made under this Agreement to us are of a unique and irreplaceable nature, the loss of which shall irreparably harm us, and which cannot be replaced by monetary damages alone. As such, we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

35. Governing Law and Jurisdiction

This Agreement is governed by, and construed in accordance with, the laws of Malaysia. The courts of Malaysia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

36. Entire Agreement

This Agreement, our Privacy Policy and other agreements, policies and rules posted on the Platform constitute the entire agreement between you and 2Hungry with respect to the Platform and supersede all prior or contemporaneous understanding and agreements, whether written or oral, with respect to the Platform. This Agreement creates no third-party beneficiary rights.

37. Electronic Communication

37.1. For contractual purposes, you consent:

- 37.1.1. to receiving communications from us in an electronic form via the last email address you have submitted to us; and
- 37.1.2. that any terms and conditions, agreements, policies, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

37.2. Notice will be deemed given twenty (24) hours after:

- 37.2.1. the e-mail is sent to the last email address that you have provided to us; or
- 37.2.2. the notice is posted on the Platform.

38. Copyright and Trademark Information

Copyright © 2024 2Hungry. All trademarks, logos and service marks (“**Marks**”) displayed on the Platform are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third-party which may own the Marks.

39. How To Contact Us With Questions?

- 39.1. If you wish to contact us for any matters relating to the Platform, or if this Agreement requires you to give notice to us in writing, please send an email to developer@2hungry.app.
- 39.2. You may also contact our Customer Service via our social media and multi-chat channels for any enquiry. We are currently on Facebook, Instagram, Messenger and WeChat. Our experienced customer service representatives will be ready to guide you through the any enquiries you may have.

39.3. For the avoidance of doubt, if you have any questions in relation to the Items (including in relation to its description, quality, safety, functionality, lawfulness, etc), please contact the Merchants directly.