

TERMS AND CONDITIONS OF USE FOR DELIVERY USERS

REBUILDING TECHNOLOGY PTE. LTD. (hereinafter referred to as "**DiDi**" or "**Company**"), is a company duly incorporated under the laws of Singapore, having its offices at **111 North Bridge Road #06-20 Peninsula Plaza Singapore (179098)**.

This application is hereinafter referred to as "**DiDi Food**".

DiDi, and in some countries, its affiliated companies, through a technological platform, provide the intermediation service between Users, Delivery Users and/or Restaurant/Shop Users (hereinafter the "DiDi Service", the "Service" and/or the "Services") so that they can contact each other and organize and plan online the request and provision of delivery services of food, beverages and/or consumer products (hereinafter the "Products") by Delivery Users and/or Restaurant/Shop Users.

The person who accesses, browses or uses DiDi Food or DiDi websites related to DiDi Food to contact Delivery Users and/or Restaurant/Shop Users is hereinafter referred to as the "**User and/or Dining User**".

The person who accesses, browses or uses DiDi Food or DiDi websites related to DiDi Food to be contacted by the User in order to organize and plan online the provision of food, beverage and consumer product delivery services, directly, independently, at his or her own risk and sole responsibility shall be referred to as the "Delivery User".

Notwithstanding the foregoing, both Users and Delivery Users understand that Restaurants/Shops may deliver Orders directly.

The person who offers food, beverages and consumer products directly, independently, at his/her own account, risk, sole responsibility and ensuring compliance with all legal requirements applicable to him/her, who delivers Orders directly when agreed, and who accesses, browses or uses DiDi Food or the DiDi websites relating to DiDi Food for the purpose of being contacted by the User in order to organize and plan online the ordering and provision of services for the preparation, marketing and delivery of food, beverages and consumer products directly, independently, at his/her own expense, risk and sole responsibility or through a Delivery User shall be referred to as "**Restaurant/Store User**" and/or "**Stores**".

The User's request to Delivery Users and/or Stores for the provision of services for the preparation, marketing or delivery of food, beverages and consumer products is hereinafter referred to as the "**Order**" and/or "**Orders**".

The use of the Services by the Delivery User shall be governed by these DiDi Food Terms and Conditions of Use (hereinafter referred to as "**Terms and Conditions**").

The Parties declare and represent that no direct or indirect employment relationship exists or will exist between the Company, DiDi Food or any related entity and the Delivery User. Local labor regulations shall not apply to the relationship between the Company, DiDi Food or any related entity and the Delivery User. The Company, DiDi Food and any related entity do not direct, instruct, control or supervise the Delivery User at any time, including during the provision of delivery services or the use and/or maintenance of the means of mobility used for their provision. The Delivery User reserves the exclusive right to determine when, where and for how long he/she will use DiDi Food. Furthermore, it is the Company that provides the Services to the Delivery User, the latter being the latter's contractor. In turn, the Delivery User provides services related to the Orders to the User.

Before using DiDi Food, please read these Terms and Conditions carefully. By using the Delivery User account and DiDi Food password, the Delivery User may log in to DiDi Food. However, the Delivery User may not enjoy the Services in full until he/she has uploaded all required documents and information, has been approved by DiDi and agrees to be bound by all Terms and Conditions of Use.

If the Delivery User selects and uses the Services, the Delivery User shall be deemed to have read and accepted in full all Terms and Conditions and agrees to the same, which are legally binding between the Delivery User and the Company. The Shipper shall observe the Terms and Conditions in good faith when using DiDi Food. The Delivery User acknowledges that the ability to provide delivery services on Orders through the use of DiDi Food does not make DiDi a provider of transportation, courier, postal, logistics or delivery services, or a carrier or supplier of food, beverages and consumer products of any kind.

These Terms and Conditions are applicable to all Delivery Users and are subject to change at any time as a result of adjustment in Didi's business policy. The Delivery User should frequently visit and review the DiDi Food website and/or the DiDi Food site to keep up to date on the then current Terms and Conditions. Notices, terms or other requirements expressly specified or incorporated into the DiDi Food website and/or site are an integral part of these Terms and Conditions. Certain Terms and Conditions may be superseded by the most current specific legal notices, terms or requirements integrated into the DiDi Food website and/or site. By accepting these Terms and Conditions, the Delivery User agrees that he/she has carefully read and accepted the referenced, modified or superseded terms. If the Delivery User continues to use the Services provided by the Company, the Delivery User shall be deemed to have accepted the updated Terms and Conditions, otherwise, the Delivery User must immediately stop using DiDi Food.

These Terms and Conditions expressly supersede any prior contracts or agreements that the Company has entered into with the Delivery User for the purpose of using DiDi Food and the Services. DiDi may immediately terminate these Terms and Conditions or cease to provide the Services with respect to the Delivery User, or cease to offer or deny access to the Services or any part thereof, if DiDi believes that there is a breach by the Delivery User of these Terms and Conditions.

DiDi reserves the right to refuse to provide the Services to the Delivery User or to refuse the Delivery User's use of DiDi Food's website and/or site and/or DiDi's websites, services or contact portals.

DiDi Food reserves the right to seek solutions to disputes arising from DiDi Food Conductor, however, in any case, DiDi Food may unilaterally terminate the provision of any service subject to these Terms and Conditions to the Delivery User, or in general, stop offering or deny access to DiDi Food and its services or any part thereof, if DiDi Food considers that the Delivery User has incurred in any breach of the Terms and Conditions. Likewise, the Delivery User declares that he/she uses the DiDi Services at his/her own risk and at his/her own expense.

1. Delivery User Subscription

1.1 To use and subscribe to the Online Services, the Delivery User must download DiDi Food, install it on his/her mobile device and successfully complete the subscription and Account creation procedure. When registering, the Delivery User must ensure that all information provided is correct, complete and valid.

1.2 To complete the subscription, the Delivery User authorizes DiDi to carry out a verification directly by a specialized company contracted by DiDi for such purposes. Only if the specialized company's decision is positive and the Shipper complies with the other requirements will the Shipper be registered with DiDi Food.

1.3 The Delivery User acknowledges and agrees that it shall be responsible for all activity that occurs under its Delivery User account (the "**Account**") and agrees to maintain the security and confidentiality of its user name and password at all times.

1.4 The Delivery User acknowledges and agrees that once registered with DiDi Food, the Account will be opened by default. The default Account and password will be the Account and password corresponding to the Delivery User's Account. DiDi may implement mechanisms to verify the identity of the account holder such as verification of records, documents, passwords, data, facial recognition systems, among others.

1.5 By registering with DiDi Food the Delivery User agrees to receive emails, phone calls, relevant automated notifications, SMS from DiDi and authorizes DiDi to display its profile and contact information, including name, phone, email and photo, to show its credibility to Users and to allow Users and Stores to contact the Delivery User.

1.6 The Delivery User must have full capacity in accordance with the applicable law in his jurisdiction. A person under 18 years of age may not become a Shipper.

1.7 DiDi assumes no responsibility for Delivery Users who violate the age of majority provision, and their responsible parties, guardians or legal guardians, and therefore, in such case, the responsible parties, guardians or legal guardians will directly assume any responsibility and consequences related to these Terms and Conditions. The Delivery User shall not assign or transfer in any way the account linked to his/her name for DiDi Food purposes to any natural or legal person.

2. Services

2.1 The User accessing, browsing or using DiDi Food or DiDi's websites will be able to enjoy coordinated online delivery services of food, beverages and consumer products from the Stores ("**Products**") according to their needs, through the interaction of online and offline information in real time and the efficient management of offline resources through Big Data analysis ("**Delivery Services**"). Through the use of Didi Food, the User will be able to enjoy the Delivery Services and receive the Products from the Delivery User who receives the requests and Order information through DiDi Food. Through the use of DiDi Food, the Delivery User may enjoy the Services, which include, but are not limited to, obtaining information about the User's Order and obtaining proportional revenue from the Order through DiDi's fee collection and distribution service.

2.2 The Delivery User will view requests and Orders for Delivery Services requested by the User through DiDi Food, and DiDi Food will provide the Delivery User with certain User information, recipient information, Store information from which the Delivery User must pick up the Products, Didi Food's estimated delivery time and the User's instructions through DiDi Food, including the pick-up locations and destination of the relevant Products to be delivered. If available, the Delivery User and the User may use the tools and/or functionalities of the platform to coordinate meeting points according to the indications and information provided to each other.

2.3 The Shipper acknowledges and agrees that it is solely responsible for determining the most efficient and safe procedure for carrying out each Delivery Service. The Shipper shall use its best efforts to package and deliver the Products in a safe and timely manner and, if applicable, in accordance with applicable regulations. The Delivery User shall be liable for any loss, contamination or toxic substance related to the Products, due to deficient or improper manner of performing the Delivery Services or for having deficient sanitary measures in the delivery box where the Products are transported ("**Delivery Box**"). The Delivery User shall be responsible for deliveries of Orders out of time, or if the Order is delivered to an incorrect address or to an incorrect addressee, damages to orders, returns, incomplete payments and in general any affectation that may generate to Users, Stores and/or Third Parties.

2.4 In this regard, the Company reserves, at its sole discretion, the right to make compensation on the Delivery User's fees in cases of non-compliance with the Terms and Conditions or the policies related to them. In cases of fraud, theft, breach of trust, or any dishonest, fraudulent or illegal conduct, the Delivery User's account with DiDi Food may be suspended or terminated, without prejudice to any other measures that may be applicable. The Delivery User hereby declares that he/she orders to generate the refund in his/her name and in favor of Users or the corresponding Compensation also in his/her name and in favor of Stores and/or Users, up to the amount of the respective order, against any claim presented through the platform by Users and/or Restaurants, which will be understood to be resolved by the Delivery User in favor of the User and/or Restaurant, up to the amount of the respective order, unless clearly and immediately rejected by the Delivery User.

2.5 The Delivery User acknowledges and agrees that once it has received the Order and until it is delivered to the User, it is solely responsible for ensuring the sanitary quality of the Products, which makes such Products fit and suitable for human consumption, including that such Products are preserved, and that for no reason may they be transported in vehicles intended for the transport of pesticides, plant nutrients, toxic or hazardous substances or corrosive cleaning products.

2.6 The Delivery User must be properly equipped with the tools, equipment and other materials necessary to provide the Delivery Services, assuming the expenses corresponding to their acquisition and maintenance. This equipment may include a Delivery Kit which includes: Delivery Box, clothing, etc.

2.7 Prior to the acceptance of the User's Order ("**Order Acceptance**"), the Delivery User may be in the waiting period for the Order, during which the Company will provide the Order information and any Order specifications by the Users. According to the interaction of online and offline information in real time and the effective matching of offline resources through Big Data analysis, DiDi Food will send the Order information to the Delivery User, taking into account the most suitable User and the Order closest to the Delivery User. The Company's Service to the Delivery User begins once the Delivery User accepts the Order requested by the User through DiDi Food and ends when the Products are delivered to the User.

2.8 The Delivery User, as an independent provider of the Delivery Services, shall provide the User with offline Delivery Services.

2.9 The Delivery User shall, at its own expense, process any personal information to which it has access in connection with the Delivery Services and the delivery of the Orders, exclusively for purposes previously authorized by the respective personal data subject (such as providing the Delivery Services) and in accordance with the requirements established by Law.

2.10 DiDi is not responsible for the interaction between the Delivery User and other Delivery Users, or Restaurants/Shops or Users. However, Didi reserves the right to block access to DiDi Food or to limit access to DiDi Food in the event that there is harm to morals or decency in the interaction between Delivery Users and other Delivery Users, Shops or Users.

2.11 The Services require the Delivery User to submit to the Company certain personal information. The Delivery User agrees to keep the personal information required by DiDi Food accurate, complete and up to date. Failure to do so may result in the Shipper's inability to access or use the Services. For further reference, please review the terms set forth in the Privacy Notice.

2.12 The relationship between the Shipper and the Company is exclusively that of an independent service provider where the Company provides Services to the Shipper and the Shipper provides Delivery Services to the User. The Delivery User expressly agrees that: (a) these Terms and Conditions are not a contract of employment, nor do they create any employment or subordination relationship from the perspective of applicable labor law; and (b) there is no business partnership or agent relationship between the Company and the Delivery User.

2.13 Considering that the relationship between DiDi and the Delivery User does not constitute an employment relationship, DiDi, DiDi Food, or any related entity shall not have any liability or obligation arising from the relationship with the Delivery User, including labor obligations, social security contributions, occupational health and safety, social security contributions, insurance or any other benefit that is not applicable in an independent service provider relationship.

2.14. DiDi Food may make available to Users, Delivery Users and/or Stores, different initiatives and/or activities within the platform's customer loyalty program, i.e., Delivery Users and/or Stores, which seeks to reward and recognize preference in the use of the platform. The Loyalty program may allow both Users and Delivery Users and/or Stores to access promotional activities, coupons redeemable in applications through the platform, prizes, subscriptions, functionalities or special conditions of use of the platform, among other activities, as determined by DiDi, in compliance with specific conditions that will be communicated in accordance with the terms and conditions of each activity. Loyalty program initiatives and/or activities are independent from the activities of the Restaurant/Store, Delivery User and/or User and seek to encourage and reward the use of DiDi's technology services. Loyalty program initiatives are not mandatory and may be denied and/or terminated by DiDi at any time.

3. Delivery Services

3.1 The Delivery User acknowledges and agrees that at all times:

3.1.1 Have and maintain a valid and current driver's license, ownership or registration card and vehicle insurance, when transportation and delivery is made using an automobile or motorcycle;

3.1.2 Obtain all permits and authorizations from the competent authority, which are necessary to provide the Delivery Services to the Users, in accordance with the applicable law in its jurisdiction;

3.1.3 Shall have the appropriate level of training, experience and expertise to provide the Delivery Services in a professional manner, with due care and diligence;

3.1.4 Will provide the Delivery Services professionally and in accordance with Delivery Services industry standards.

3.1.5 It shall fully assume the costs and expenses for the acquisition and maintenance of all equipment, tools and other materials necessary to provide the Delivery Services, including the Delivery Kit and the required clothing;

3.1.6 Maintain the quality of the Delivery Service, ensuring the correct delivery of the Products and safety when driving the corresponding vehicle.

3.1.7 Maintain adequate sanitary measures to prevent leakage, contamination or toxic substances in the Products.

3.1.8 Shall not transport objects whose transport is prohibited by applicable law, as well as objects which by their nature or packaging endanger the Delivery User or the general public.

3.2 The Delivery User acknowledges and agrees that the Company reserves the right to refuse to provide the Services to the Delivery User or to refuse the use of the DiDi Food website and/or site and/or DiDi websites, services or applications if the Delivery User fails to comply with the obligations of these Terms and Conditions or its related documents such as community policies or guidelines, among others.

3.3 The Delivery User acknowledges and accepts that Users may choose to cancel Orders that have been accepted by the Delivery User through DiDi Food at any time prior to their arrival at the pick-up locations or Stores. In this case, the Delivery User may charge the User, through DiDi Food a cancellation fee. If charged, this cancellation fee will be considered the Delivery Fee for the cancelled Delivery Services, for the purpose of being remitted to the Delivery User.

3.4 The Delivery User acknowledges and agrees that the provision of Delivery Services to Users creates a direct business relationship between the Delivery User and the User. The Delivery User shall be solely responsible for any obligation or liability towards Users, delivery recipients, recipients of Orders, or other third parties arising in connection with the provision of Delivery Services. Consequently, it shall be the responsibility of the Delivery User:

3.4.1 To comply with the laws applicable to the provision of its Services, claims, warranty requests, returns, cancellations, retractions and reversals submitted by Users directly to the Delivery User or communicated through DiDi Food.

3.4.2 Arrange for the refund of monies directly or through DiDi Food as appropriate when requests for refund or cancellation are generated by Users and are appropriate, whether presented directly to the Delivery User or communicated through DiDi Food.

3.4.3 To provide the corresponding compensation of money and up to the total amount of the respective order, in favor of Users and/or Stores in the event of claims presented directly or through DiDi Food due to problems in the provision of its delivery services when these are appropriate. In the case of claims submitted through the platform, the Delivery User declares that if the respective claims are not rejected immediately, they shall be understood to be resolved in favor of the User and/or Store up to the amount of the respective order, and shall understand the order to the platform to proceed with the compensation of the case.

3.4.4 In accordance with the laws applicable to the Delivery User, to deal with claims from third parties on account of conduct attributable to it and which are submitted directly to the Delivery User or communicated through DiDi Food.

4. Obligations and Warranties

4.1. With respect to the Delivery Services, the Delivery User represents and warrants that:

4.1.1. comply with any mandatory requirements to be a Delivery User, established by any law, regulation or any other applicable rule;

4.1.2. it shall use a Delivery Kit in accordance with the applicable standards;

4.1.3. it shall have a valid and current driver's license, when the transportation and delivery of the Products is carried out using a car or a motorcycle;

4.1.4. it shall have a civil liability insurance policy for damages against third parties, when the transportation and delivery of the Products is carried out using an automobile or a motorcycle;

4.1.5. shall wear helmet and protections when the transportation and delivery of the Products is carried out using motorcycles and bicycles;

4.1.6. shall have a good behavior when driving the vehicles they use;

4.1.7. they shall speak Spanish as their native language;

4.1.8. they shall have a certificate of no criminal record;

4.1.9. they shall not have a criminal or administrative record for dangerous driving;

4.1.10. they shall not have a criminal or administrative record of driving while intoxicated;

4.1.11. they shall comply with the requirements of the Data Protection Act in their own processing of personal data potentially communicated to them.

4.1.12. you will not present yourself as a DiDi employee as you are not and will not be under any circumstances.

4.1.13. does not suffer from or have manifestations of the following diseases or acts that could endanger the safety of the Delivery User and third parties:

- Organic heart disease;
- Epilepsy;
- Meniere's syndrome;
- Vertigo;
- Hysteria;
- Parkinson's disease;
- Psychopathies;
- Dementia and diseases of the nervous system that affect the use of limbs;
- Any other condition or act similar to the above provided by applicable laws and regulations in your jurisdiction.

The Delivery User acknowledges and accepts that DiDi is an intermediary between the Store, the Delivery User and the User. In the development of the Delivery Services, there will be the need to compensate the accounts between the above agents, consequently, the User must comply with the compensations and assignments indicated by DiDi Food. The foregoing is without prejudice to the right to file a claim when it is considered that there is an error in the indications of compensations and assignments. To that extent, the cash in position will be held as a simple depository, with the duty and obligation to deliver it to the appropriate person in accordance with the assignments and compensations indicated in DiDi Food. In the case of claims submitted through the platform, the Delivery User provides that if the respective claims are not rejected immediately, they shall be understood to be resolved in favor of the User and/or Store and, therefore, the corresponding compensations, assignments and/or deliveries shall be made.

The vehicle with which the Delivery Services are provided shall be suitable for the activity to be performed and shall at least comply with the following parameters, without prejudice to the applicable regulations:

For delivery vehicles consisting of automobiles and motorcycles.

- i. The vehicles shall contain the Delivery Kits, which shall be dry, clean, resistant to corrosion, heat, humidity, dryness, waterproof, non-toxic, allow the Products to be adequately preserved, avoid risks of contamination of the Products, be in good condition and easily cleaned;
- ii. The Delivery User must have legal possession or ownership of the vehicle with which he/she provides the Delivery Services registered with Didi Food;
- iii. Have a valid and current driver's license, ownership card and current vehicle insurance;
- iv. The registration or license plate of the vehicle must be clear;
- v. The glass of the vehicle shall have a protective film, in case it is an automobile;
- vi. Certificates and vehicle parts must be complete;
- vii. Any other matters prescribed by applicable laws, regulations and other rules in the jurisdiction where the Delivery Services are provided.

For bicycle deliveries.

- i. Carry a Delivery Kit, which must be dry, clean, smooth, resistant to corrosion, heat, humidity, dryness, waterproof, non-toxic, allow the Products to be properly preserved, avoid risks of contamination of the Products in good condition and which can be easily cleaned;
- ii. Any other matters prescribed by applicable laws, regulations and other rules in the jurisdiction where the Delivery Services are provided.

4.4. The Delivery User shall keep all hardware or software on the mobile device up to date to comply with the current requirements for DiDi Food. The Company is not responsible for any problems that may arise when the Delivery User uses an outdated version of DiDi Food and/or uses DiDi Food on any mobile device that does not comply with the current DiDi Food requirements. The Delivery User agrees that the Company may update the cell phone hardware and software requirements applicable to DiDi Food from time to time.

By using the Services, the Delivery User also agrees to the following:

- i. The Delivery User shall use the Services and DiDi Food in good faith;
- ii. The Delivery User shall NOT use DiDi Food or any of its functionalities to commit fraud, damage or harm of any kind against Users, other Delivery Users, Restaurant/Shop Users, DiDi or third parties. DiDi Food reserves the right to suspend a Delivery User's account to prevent, mitigate or terminate such conduct or to protect the Delivery User's account.
- iii. The Delivery User shall use the Services and DiDi Food only for personal use and shall not resell or market them in any way to third parties;
- iv. The Delivery User shall not use the Services or DiDi Food for any unlawful purpose;
- v. The Delivery User shall not use the Services or DiDi Food to harass or obstruct others or cause inconvenience to others;
- vi. The Sharing User shall not affect the normal operation of the network;
- vii. The Delivery User will not attempt to damage the Services or DiDi Food; and

viii. The Delivery User represents and warrants that it will comply with all applicable laws, regulations and other rules of the country/region, province/city and/or district in which the Delivery User uses Didi Food or the Services, pursuant to Schedule No.1.

ix. The Delivery User knows and accepts the DiDi and DiDi Food Community Guidelines, which establish general rules for the use of the websites, contents and services offered through DiDi's platforms, available at DiDi Food.

x. The Delivery User shall not affect, violate, disregard or infringe the intellectual property rights of third parties or engage in unfair competition, violations of the rights of Users, Delivery Users or third parties, fraud of any kind or violation of rules applicable to the activity of the Delivery User. In the event of a complaint against the Delivery User directly or communicated through DiDi Food, it must be dealt with directly by the Delivery User immediately, without prejudice to DiDi Food's right to suspend or cancel the respective account if deemed necessary.

5. *Service and Compensation*

5.1. For each Order, DiDi provides the Delivery User, the Store and the User with a technological mechanism for the calculation of the Delivery User's consideration for the Delivery Services ("**Delivery Fee**") , which calculates the delivery fee with an algorithm that takes into consideration a base fee, the traffic, the duration of the Order and the distance from the pick-up locations to the destination of the corresponding Products to be delivered.

The Delivery User agrees that the Company may enter into an agreement with the Delivery User on a regular or occasional basis for the aforementioned cooperation, based on the settlement standard periodically updated by DiDi Food. The Delivery User acknowledges and agrees that DiDi may engage a third party to collect the amounts related to the Delivery Services on behalf of the Company and the Delivery User from the Users in order to facilitate and promote technological means of payment.

5.3. The Delivery User acknowledges and agrees that it shall be responsible for the payment of taxes and other contributions applicable to the Delivery Services and the income derived therefrom, or any other activity, including, but not limited to, sales taxes and income taxes, as well as the submission of the corresponding declarations to the competent tax authority, if applicable.

5.4. The Delivery User acknowledges and accepts that the invoicing process for the Delivery Tariff may be adjusted according to the regulation in force at the time of its issuance.

5.5. Telecommunications services and related fees, which may be incurred when using DiDi Food, are provided and charged by the corresponding telecommunications operators, not by DiDi, and shall be at the expense and cost of the Delivery User.

5.6. DiDi Food may charge Users a Service Fee for the use of the Technology Services provided by the DiDi Food application. The amount of the Service Fee will be determined at DiDi's discretion and according to different circumstances that may vary such as: The Restaurant/Store User to whom the order is placed through DiDi, the city from which the application is used, among other aspects.

6. *Responsibility of the Delivery User for Non-Compliance*

6.1. The Delivery User shall perform the Delivery Services in accordance with the representations and warranties contained in these Terms and Conditions and the laws and regulations applicable in the national and local jurisdiction where the Delivery User operates. The Shipper shall perform the Delivery Services in good faith, and shall not:

- i. to disclose any inaccurate or incomplete information;
- ii. disclose the User's information;
- iii. purposely leaving the Products in an incorrect location;
- iv. deliberately deviate from its delivery route longer than necessary to charge more for Delivery Services;
- v. illegally charging fees;
- vi. perform off-line Delivery Services when they have been obtained via DiDi Food;
- vii. request additional payments or gratuities to Users, outside DiDi Food, due to an Order requested through the application;
- viii. Retaliate against the User who complained about your service or the quality of the Products or made unsatisfactory comments about your Delivery Service;
- ix. insulting Users or employees and/or collaborators of the Restaurant providing the Products;
- x. committing dishonest or fraudulent conduct in order to obtain a higher return or any financial advantage through the use of the DiDi platform;
- xi. engage in any physical altercation with Users, or commit illegal acts, such as fighting, brawling, theft and obscenity.

Any conduct described in items i) to xi) above is hereinafter referred to as the "Wrongful Act".

6.2. If the Sharing User performs Wrongful Acts, the Sharing User shall be deemed to be in breach of these Terms and Conditions regardless of whether or not the User, third parties and/or the Stores file complaints against it, and the Company has the right to terminate the cooperation with the Sharing User as the case may be. The Company has the right to demand that the Delivery User pay full compensation for the loss or damage caused by the Wrongful Act.

6.3. After accepting the Order request ("**Acceptance Order**") the Delivery User shall not cancel the Order, nor refuse to provide Delivery Services to the User, nor induce or oblige the User to cancel the Order (hereinafter referred to as "**Cancellation after Acceptance Order**"), unless the vehicle is unable to provide services, or any other legitimate reason based on existing laws or regulations of the jurisdiction of the Delivery User. The Delivery User agrees and authorizes the Company to monitor the data relating to the cancellation after the Acceptance Order. Improper cancellation after the Acceptance Order will be judged at DiDi's sole discretion and will be considered a breach of these Terms and Conditions.

6.4. If the Delivery User breaches any agreement it has entered into with DiDi or its affiliates, the Company may, at its sole discretion, terminate these Terms and Conditions with the Delivery User, as the case may be.

6.5. The Delivery User agrees to indemnify the Company and the Company's shareholders, officers, directors and employees, immediately, against any claims, demands, liabilities, damages, costs and expenses, including legal fees, arising as a result of any breach by the Delivery User of these Terms and Conditions entered into between the Delivery User and DiDi or any other tort liability arising out of the Delivery User's use of DiDi Food and provision of the Delivery Services.

6.6. The Delivery User acknowledges and agrees that, at the conclusion of any Delivery Service, DiDi Food may request the Service User to rate and rate such Delivery Service and, optionally, provide comments or feedback about the Delivery User in relation to such Delivery Service.

To continue to have access to DiDi Food as a Delivery User, the Delivery User must follow the best practices and regulations of the DiDi Food community.

6.8. Any conduct to obtain concessions, rewards or other benefits through any form of deceptive behavior or fraud, including acts of resale or marketing, are contrary to these Terms and Conditions and applicable legal regulations, and the Company will oppose such conduct and will take the necessary dissuasive, preventive and/or corrective actions. The Delivery User shall assume the responsibilities for such misleading or fraudulent conduct, and the Company reserves the right to initiate legal action against the Delivery User against such conduct.

7. *Suspension and Termination*

7.1. The Company shall determine, at its sole discretion, whether the Delivery User is in breach of these Terms and Conditions, in which case the Company may take such action as it deems appropriate.

7.2. A breach of these Terms and Conditions may result in the following actions:

- i. Notification of the non-compliance incurred and reiteration of the corresponding obligations and of the consequences in case of non-compliance;
- ii. Notification to the competent authorities of acts that imply non-compliance with the Terms and Conditions or applicable legal provisions, as well as any relevant data;
- iii. Immediate, temporary or permanent suspension of the Delivery User's right to use DiDi Food and to provide the Services through the same; and
- iv. Legal actions against the Delivery User to claim damages caused to DiDi or its affiliates, for causes attributable to the Delivery User (including, without limitation, reasonable administrative, judicial and attorney's fees) as well as any additional legal actions against the Delivery User.

8. *Local Regulatory Restrictions*

8.1. DiDi Food is not directed to any person in any jurisdiction in which (by reason of nationality, residence, location or otherwise) access to, use or availability of DiDi Food is prohibited or subject to any restriction or prohibition, including registration or other requirements within such jurisdiction. DiDi reserves the right to limit access to DiDi Food to any person. Persons accessing DiDi Food do so on their own initiative and are responsible for complying with applicable legal provisions. DiDi shall not be liable to the Delivery User for any loss or damage, whether in contract, tort (including negligence), breach of duty at law or otherwise, even if foreseeable, arising out of or in connection with the use of DiDi Food by a person in a jurisdiction where access to, use or availability of DiDi Food is prohibited or subject to any restriction or prohibition. In case of doubt, the Delivery User should obtain independent legal advice.

9. *Absence of Warranties*

9.1. DiDi and its affiliates provide, and the Delivery User accepts, the Services on DiDi Food and the relevant DiDi websites on an "as is" and "as available" basis. DiDi and its affiliates do not represent, warrant or guarantee that your access to or use of the Services or DiDi Food will be uninterrupted or error-free, nor do they warrant requests for Delivery Service. DiDi and its affiliates function as an application or that allows Users to contact, arrange and schedule Delivery Services, and make no representations or warranties as to the actions or inactions of Users or recipients of Orders they may request or receive through the Delivery Services provided by the Delivery User. Neither DiDi nor its affiliates evaluate Users or delivery recipients. By using the DiDi and DiDi Food services, the Delivery User acknowledges and accepts that he/she may be introduced to a third party who may pose a damage or risk to the Delivery User or to third parties. The Delivery User is advised to take reasonable precautions with respect to interactions with Users and third parties in connection with the use of the Services and DiDi Food. DiDi and its affiliates are not responsible for any act or omission of the Shipper User, any User, Store or other third party.

9.2. Except as expressly set forth in these Terms and Conditions, there are no other express or implied warranties, conditions and representations given by DiDi (including, without limitation, warranties of satisfactory quality, fitness for purpose or skill and care), and are hereby excluded where permitted by applicable law.

10. *Limitation of DiDi's Liability*

The information and Services recommended to the Delivery User on the DiDi or DiDi Food websites are for the Delivery User's reference only. DiDi shall make a reasonable effort to ensure the accuracy of such information. However, DiDi does not warrant that such information is free from errors, defects, malware or viruses.

10.2. DiDi shall not be liable for any damages resulting from the use of, or any inability to use, the DiDi or DiDi Food websites. Further, DiDi shall not be liable for any damages resulting from the use of, or any inability to use the electronic communication tools of the DiDi or DiDi Food websites, including, without limitation, any damages caused by a failure of transmission, Internet malfunction or delay of electronic communication, interception or manipulation of electronic communication by a third party, computer program used for electronic communication, transmission of viruses, power failure, strikes or any other labor dispute, riot, insurrection, upheaval, earthquake, fire, flood, storm,

explosion, war; governmental act, order of judicial or administrative authorities, or any other event of fortuitous event or force majeure or omission of third parties.

10.3. DiDi shall not be liable for any lost profits, indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, loss of data, personal injury or property damage related to any use of the Services, or otherwise, regardless of the negligence (whether active, affirmative, sole or concurrent) of DiDi, even if DiDi has been advised of the possibility of such damages.

10.4. DiDi does not guarantee the accuracy, completeness, adequacy and reliability of the information and content of the DiDi Food or DiDi websites, including, but not limited to, texts, images, data, opinions, web pages or links, despite its reasonable efforts to provide accurate, complete and precise information, to the extent possible. DiDi is not responsible for any errors or omissions, nor does DiDi make any express or implied warranties to the Delivery User.

11. *Authorization and License*

11.1. Subject to the Delivery User's compliance with these Terms and Conditions, DiDi grants the Delivery User a limited, non-exclusive, non-transferable license to download and install one copy of Didi Food on a single mobile device owned or controlled by the Delivery User to use such copy solely for the Delivery User's own personal use.

11.2. The Delivery User may not: (1) license or sublicense, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available the Services or Didi Food or other applications to third parties in any way; (2) modify or create derivative works, based on the Services or Didi Food or other applications; (3) create Internet "links" to the Services, or "frame" or "mirror" Didi Food or other applications on any other server or wireless or Internet-based device; (4) reverse engineer or access Didi Food or other applications in order to design or create a competitive product or service, design or create a product using ideas or graphics similar to the Services or Didi Food or other applications, or copy any ideas, features, functions or graphics from the Services or Didi Food or other applications; or (5) launch an automated program or script, or any program that may make multiple requests to servers per second, or that unduly hinders or obstructs the operation and/or performance of the Services or Didi Food or other applications.

11.3. Furthermore, the Delivery User shall not: (1) send spam or duplicative or unsolicited messages in violation of these Terms and Conditions and applicable laws; (2) send or store material that is infringing, obscene, threatening, defamatory or otherwise unlawful or unlawful, including material that infringes the privacy rights of Users and third parties; (3) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (4) interfere with or affect the integrity or operation of DiDi's websites, Didi Food or the Services or the data contained therein; nor (5) attempt to gain unauthorized access to DiDi's website, its applications, Didi Food, the Services or related systems or networks.

11.4. DiDi shall have the right to investigate and take legal action for any of the aforementioned breaches to the fullest extent permitted by law. DiDi may initiate and participate in claims and actions against any Delivery User who has breached these Terms and Conditions and assist law enforcement authorities in their actions against unlawful acts committed by the Delivery User.

11.5. If DiDi determines that any content violates these Terms and Conditions or otherwise harms the DiDi website, DiDi Food and/or related Services or applications, DiDi reserves the right to remove or prohibit access to such content at any time without prior notice to the Delivery User.

12. Intellectual Property Policies

12.1. DiDi and its affiliates own the intellectual property rights to all content distributed on DiDi Food, including, without limitation, the software provided and related products or services, and such intellectual property rights are protected by law. The absence of a statement of ownership in certain content does not imply that DiDi or its affiliates do not have ownership of such content or cannot enforce their rights therein, and the Delivery User shall respect the legitimate rights and interests of the owner and shall use such content lawfully in accordance with applicable laws and regulations and the principle of good faith.

12.2. Without the written consent of DiDi, no natural or legal person shall use, copy, modify, make extracts from, include with other products for use or sale, link or transmit via hyper-link, store in an information retrieval system or use for any other commercial purpose any part of the software, of the products or services, information or words mentioned above in any form under any circumstances whatsoever, except for downloading or printing for personal non-commercial use, provided that no modification shall be made to the foregoing, and that the copyright or other proprietary notices contained therein shall be retained.

12.3. The trademarks and logos (hereinafter collectively referred to as "Trademarks") used and displayed in the Software shall constitute the registered and unregistered Trademarks of DiDi and its affiliates in the service contracting and delivery industry and other related fields, which are protected by law. No person shall use the "DiDi", "DiDi Chuxing", "DiDi Hailing" or similar names or the Trademarks in any manner whatsoever without the prior written consent of DiDi.

12.4. If the Delivery User prints, copies, downloads, modifies or links to any of the content available through the Didi Food website or application in breach of these Terms and Conditions, the Delivery User's right to use the Company's websites, the Didi Food application and other applications may be immediately suspended or terminated and the Delivery User shall, at the Company's discretion, return or destroy any copies (electronic or otherwise) of the materials it has made.

13. Confidentiality

13.1 The Delivery User acknowledges and agrees that, in the provision of the Delivery Services, it may have access to or be exposed directly or indirectly to confidential information ("Confidential Information"). Confidential Information includes DiDi's and its affiliates' data, supplier and Store IDs, User information, delivery recipient information, supplier and Store information, Order information, DiDi's marketing and business plans, financial, technical, operational and any other non-public information (whether disclosed in writing or orally to the Delivery User). Therefore, the Delivery User acknowledges and agrees not to disclose Confidential Information to any third party and shall return or destroy all Confidential Information upon termination of these Terms and Conditions or upon DiDi's request.

14. Third Party Services and Links

When using relevant websites and applications, DiDi may from time to time provide the Delivery User with links or hyperlinks to websites or applications that are owned and controlled by third parties to facilitate communication with the User, purchase products or services or participate in promotional activities offered by such third parties. By clicking on such links or hyperlinks, the Delivery User will leave the DiDi or DiDi Food websites and visit websites or applications hosted by third parties that are outside of DiDi's control and have formulated their own terms, conditions and privacy policies. Therefore, DiDi shall not be responsible for the content and activities of such websites or applications, nor shall DiDi assume any obligation to the Delivery User in connection therewith. It is the sole responsibility of the Delivery User to fully understand the content and activities of such websites and the Delivery User shall assume sole legal responsibility and risk arising from browsing or accessing such websites and applications.

15. Validity

15.1. These Terms and Conditions shall take effect from the date on which the Delivery User accepts their contents (whether electronically or otherwise) and shall remain in force until terminated in accordance with the provisions contained in these Terms and Conditions.

15.2. Either party may terminate these Terms and Conditions: (a) without the necessity of giving any reason, upon seven (7) calendar days' notice in writing (including electronically) to the other party; (b) immediately, without notice, for breach of these Terms and Conditions; (c) immediately, without notice, in the event of bankruptcy or declaration of insolvency of the other party.

Without limiting the following grounds, the Company may terminate these Terms and Conditions immediately and without notice if the Delivery User :

- i. You are unable to provide the Services in accordance with applicable laws and regulations in the Delivery User's jurisdiction, applicable rules and/or policies of DiDi Food or the Company for providing Delivery Services or for operating means of transportation;
- ii. You are charged with a crime;
- iii. Contravenes or breaches these Terms and Conditions, policies or guidelines of the Company;
- iv. The Delivery User breaches or fails to comply with any of these Terms and Conditions;
- v. At DiDi's sole discretion, if the Delivery User abuses DiDi Food, the Services or the DiDi websites. Breaches the provisions of this document.

15.3. Even if DiDi terminates these Terms and Conditions, the Delivery User shall continue to be liable for any damage or loss that may arise from the breach of these Terms and Conditions and the applicable laws, as well as for any damage or loss that may be caused as a consequence of the provision of the Delivery Services.

16. *Force Majeure*

In the event of an event of force majeure, the affected party may temporarily suspend performance of its obligations until the effect of such event of force majeure ceases, and shall not be in default; provided, however, that such party shall use its best efforts to resolve such event and mitigate losses. Force Majeure means any unforeseeable and unavoidable event (even if foreseeable) beyond the control of the parties which prevents, affects or delays the performance by a party of all or any of its obligations hereunder. Such causes include, without limitation, earthquakes, war, changes in governmental laws, regulations and policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

17. *General Provisions*

17.1. If certain terms of these Terms and Conditions are declared null and void, voidable or ineffective, but the other terms may remain valid and their enforceability is not affected, DiDi will determine whether or not it will continue to comply with such other terms.

17.2. DiDi may on its website and/or DiDi Food or by sending an e-mail or text message to the e-mail address or cell phone number registered in the Delivery User's Account information, make general notifications to Delivery Users. The notices, which may be published from time to time, shall constitute part of these Terms and Conditions.

17.3. The Delivery User may not assign or transfer in any way, in whole or in part, the rights in its favor or the obligations it acquires by virtue of these Terms and Conditions, except with the prior written consent of DiDi.

17.4. The Parties expressly acknowledge and accept that the electronic signature method used by the Delivery User to accept the present T&Cs is valid and capable of guaranteeing the authenticity, integrity and non-repudiation of the content of the present T&Cs. Consequently, the Parties agree that the electronic signature used by the Delivery User to accept the present T&Cs, shall have for all legal purposes, full validity, compliance and admissibility, under the terms of the Law.

18. *Privacy Notice*

These Terms and Conditions refer to the DiDi Food Privacy Notice which sets out the terms and conditions under which any personal data or information collected or provided by the Delivery User to Didi is processed, which the Delivery User acknowledges that he/she is aware of and accepts.

19. *Applicable Law*

These Terms and Conditions shall be governed by the laws applicable in Singapore. Any dispute, claim or controversy arising out of or relating to the breach, termination, rescission, enforcement, interpretation or validity of these Terms and Conditions or the use of the DiDi or DiDi Food website, shall be submitted to the jurisdiction of the Centre for International Arbitration Singapore ("CAIS")

in accordance with the applicable CAIS Arbitration Rules, which rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be one. The place of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties, except in respect of manifest error. The costs of the arbitrator shall be borne equally between the Parties or as directed by the arbitrator. The Delivery User hereby expressly and irrevocably waives any other jurisdiction to which it may be entitled by virtue of its present or future domiciles.

20. *Livelihood*

Even if these Terms and Conditions are cancelled, terminated or annulled, the provisions relating to intellectual property obligations, confidentiality and liability of the Delivery User, as well as the provisions relating to applicable law and jurisdiction, shall remain in force.