

TERMS AND CONDITIONS OF USE USERS DINERS

REBUILDING TECHNOLOGY PTE. LTD. (hereinafter referred to as "**DiDi**" or "**Company**") is a company duly incorporated under the laws of Singapore, having its registered office 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 an intermediation service between Dining Users, Delivery Users and/or Restaurant Users/Restaurant Users/Shops (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 food, beverage and/or consumer goods delivery services in general (hereinafter the "**Products**") by Delivery Users and/or Restaurant Users/Shops.

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 "**User**" and/or "**Eating User**".

The person who accesses, navigates 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 delivery services of beverages and consumer goods, directly, independently, at his/her own risk and sole responsibility shall be referred to as the "**Delivery User**".

Notwithstanding the foregoing, both Dining Users and Delivery Users understand that Restaurant / Store Users may deliver Orders directly.

The person who offers beverages and consumer goods 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 for the purpose of arranging and planning online ordering and provision of services for the preparation, marketing and delivery of beverages and consumer goods, directly, independently, at his/her own expense, risk and sole responsibility or through a Delivery User shall be referred to as a "**Restaurant User/Restaurant/Store User**".

The User's request to Delivery Users and/or Restaurant/Shop Users for the provision of beverage and consumer goods delivery services is hereinafter referred to as the "**Order**" and/or "**Orders**".

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

Before using DiDi Food, please read these Terms and Conditions carefully (especially the parts highlighted in bold). The User must log in to DiDi Food with a User account and password.

If the User chooses and uses the Services, the User shall be deemed to have read and accepted each and every term set forth herein and agreed to these terms and conditions, which are legally binding between the User and the Company.

The present Terms and Conditions shall be applicable to all DiDi Food Users, and are subject to modification at any time as a result of adjustments to commercial policy. The User should visit this website and/or DiDi Food frequently to keep abreast of the current Terms and Conditions.

The notices, terms or other requirements expressly specified or integrated in the website and/or DiDi Food, shall form an integral part of these Terms and Conditions, certain parts of the Terms and Conditions may be replaced by more updated legal notices, terms or requirements expressly specified or integrated in the website and/or DiDi Food.

By accepting the present Terms and Conditions, the User shall also have carefully read and accepted such superseded or referenced terms. If the User continues to use the Services, the User shall be deemed to have accepted the updated Terms and Conditions; otherwise, the User shall cease using DiDi Food and the relevant DiDi and DiDi Food websites immediately.

These Terms and Conditions expressly supersede any prior agreement or arrangement that the Company has entered into with the User for the purposes of using DiDi Food and the Services. DiDi may terminate these Terms and Conditions or cease to provide the Services with respect to the User immediately, or cease to offer or deny access to the Services or any part thereof, if DiDi considers that the User has incurred in any breach of the Terms and Conditions.

DiDi also reserves the right to refuse to provide the Services to the User or to deny the User the use of the DiDi Food web pages and/or site and/or DiDi's websites, services or applications.

Ignorance of the content of these Terms and Conditions does not justify the breach of these, and much less, empowers users to take particular or legal measures that are not aware of what is stated in these terms.

1. User Subscription

1.1. To use and register for the Online Services, the User must download the DiDi Food application, install it on his/her mobile device and successfully complete the subscription and account creation procedure. When registering, the User shall ensure that all information provided is accurate, truthful, complete and valid. Failure to do so will result in the User not having access to and not being able to use the Services.

1.2. The User acknowledges and agrees that it shall be responsible for all activity that occurs under its User account (the "**Account**"). You further agree that you will protect and maintain the security and confidentiality of your username and password for your Account at all times.

1.3. By registering with DiDi Food, the User agrees to receive e-mails, telephone notifications, mobile notifications and text messages from DiDi. Likewise, the User authorizes that his/her profile and contact information (including name, telephone number and photograph -if uploaded by the User-) be shown on DiDi Food, in order to allow

Delivery Users and Restaurant/Shop Users and suppliers or commercial establishments to contact the User, all of the above in accordance with the Privacy Notice.

1.4. The User must have full capacity in accordance with the applicable law in his/her jurisdiction. Persons under the age of 18 may not open an Account with DiDi Food or use the Services.

1.5. Unless otherwise agreed by the Company in an additional written agreement with the User, the Services are available solely for the User's personal, non-commercial use.

1.6. The User acknowledges that the provision of the Services does not make DiDi a delivery service provider, nor a transportation service provider, nor a beverage and consumer goods supplier, nor a postal service provider, nor a courier.

1.7. The User acknowledges that the Products found on the platform are offered directly by independent Restaurant/Shop Users to DiDi Food.

2. Services

2.1 The User accessing, browsing or using DiDi Food or DiDi's websites is using DiDi's intermediary services to connect with Delivery Users and Restaurant/Store Users. The Eating User must, in certain cases, cover the Service Fee and this may be payable in full to DiDi.

2.2. The User accessing, browsing or using DiDi Food or DiDi's websites may satisfy its needs through the delivery services of beverages and consumer goods of the Restaurant/Store Users (hereinafter, the "**Products**"); the foregoing may be carried out through the interaction of online and offline information in real time and the efficient management of offline resources, through the analysis of Big Data (hereinafter, the "**Delivery Services**"). Through the use of the Services, the User may request the Delivery Services and may also receive the Products provided by the Restaurant/Store User, who will receive information about the Orders through DiDi Food. Through the use of DiDi Food, the User may enjoy the Services of these Users (Delivery Users and Restaurant/Store Users), which includes, but is not limited to, obtaining Products from the Restaurant/Store Users of their choice.

2.3. DiDi Food will connect the User with Restaurant Users/Restaurant Users/Shops, food suppliers and commercial establishments in order for the User to order the available Products.

2.4. The Dining User may request Products at DiDi Food by entering his/her address and selecting those offered by the Restaurant/Store Users available at DiDi Food at the time.

2.5. Once the Eating User has placed the Order through the app and once the Order has been accepted by the Restaurant/Store User through the app, DiDi will provide the Delivery User with the Delivery Services request for the Order that the User has placed through DiDi. In addition, DiDi will provide the details of the Eating User to the Delivery User, along with the details of the business or Restaurant/Store User from which the Delivery User will pick up the Products. Likewise, DiDi will provide the Delivery User with the instructions indicated by the User through the DiDi Food app, which includes the

location of the places where the Products will be picked up and delivered, all of the above, under the Privacy Notice. The Eating User shall cover the Delivery Fee and this may correspond in its entirety to DiDi or a percentage of the same shall cover the Delivery Services of the Delivery User.

2.6. It may also occur that DiDi Food will provide the User's data to the Restaurant/Store User to coordinate the Order. DiDi will provide all the necessary data, including the location so that the Order can be delivered. All of the above is in accordance with the Privacy Notice.

2.7. The User acknowledges and agrees to be solely responsible for the selection of the Products and the Restaurant/Store Users he/she chooses. DiDi is not responsible for the information published by the Restaurant/Store Users on DiDi Food in relation to the Products, availability, images, costs, opening hours and other data deemed relevant to the User's choice.

2.8. Subject to the availability of the Delivery Users and based on the availability and service schedule of the Restaurant/Shop Users and commercial establishments, DiDi will endeavor to ensure that the Services are available at the time the User places an order. Likewise, it is possible that the Restaurant/Store User may be the one to deliver the Order directly coordinated through DiDi Food.

2.9. The User shall carry out at its own expense the processing of any personal information of Delivery Users, Restaurant/Shop Users or any other data subject to which it has access on the occasion of the Services and the delivery of the Orders, exclusively for purposes previously authorized by the respective data subject and in accordance with the requirements established by Law.

2.10. The User shall carry out at its own expense the processing of any personal information of Delivery Users, Restaurant/Shop Users or any other data subject to which it has access on the occasion of the Services and the delivery of the Orders, exclusively for purposes previously authorized by the respective data subject and in accordance with the requirements established by Law.

2.11. By using the Services, the User accepts that the Delivery User or the Restaurant/Store User may contact him/her by telephone or text message in order to confirm the information relating to the Order.

2.12. The collection and use of personal information in connection with the Services is described in DiDi Food's Privacy Notice, which must also be authorized by the User.

2.13. The User acknowledges and agrees that the provision of the Delivery Service creates a direct business relationship between the User and the Restaurant/Shop Users, and between the User and the Delivery User.

2.14. The User accepts and acknowledges that the Delivery User is not an employee of DiDi and that there is no employment relationship of subordination or professional services between the Delivery User and DiDi or any of its affiliates arising from all or part of the Delivery Services and the activities carried out by the Delivery User to which the Terms and Conditions are applicable. The User acknowledges that DiDi has not employed, does

not own or control and is not related to the natural or legal persons that manage or are related to the activities carried out by the Delivery User.

2.15. The User acknowledges and agrees that DiDi may charge a cancellation fee if the User decides to cancel an Order for Delivery Service or the Service Fee within the period prior to the Restaurant/Store User's receipt and acceptance of the Order. Once the Restaurant/Store User, business establishment or supplier has received the Order and has begun to prepare it, the User may not cancel such Order.

2.16. DiDi Food may make available to Users, Delivery Users and/or Restaurant/Store Users, different initiatives and/or activities within the platform's customer loyalty program, that is, Delivery Users and/or Restaurant/Store Users, 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 Restaurant/Store Users 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 due time in accordance with the terms and conditions of each activity. Loyalty program initiatives and/or activities are independent of the activities of the Restaurant, 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.

Obligations and guarantees

By using DiDi Food, the User shall comply with the following requirements:

- a. The User shall use the Delivery Services and DiDi Food in good faith;
- b. The User shall NOT use DiDi Food or any of its functionalities to commit fraud, damages or affectations of any kind against other Users, Delivery Users, Restaurant/Shop Users, DiDi or third parties. DiDi Food reserves the right to suspend the User's account to prevent, mitigate or terminate such conduct or to protect the User's account.
- c. The User shall use the Delivery Services and DiDi Food for personal use, and shall not resell or market them in any way to third parties;
- d. The User shall not use the Delivery Services or DiDi Food for illegal purposes, including but not limited to the transfer or storage of illegal materials or for fraudulent purposes;
- e. The User shall not use the Delivery Services or DiDi Food to harass, hinder or inconvenience others.
- f. The User will not affect the normal operation of the network;
- g. The User shall not attempt to damage the Services or DiDi Food;
- h. The User shall provide identification documentation as reasonably requested by DiDi;
- i. The User shall not address the Delivery User as if he/she were an employee of DiDi, insofar as the latter is not an employee and there is no employment relationship between the Delivery User and DiDi.
- j. The User accepts that any claim for the Products will be the direct responsibility of the Restaurant/Store User or the Delivery User according to the cause of the claim. DiDi will be able to collaborate with the information available at DiDi Food.
- k. The User shall make all payments for the requested Delivery Services; and

- l. The User shall comply with all applicable laws, regulations and other rules of the country/region, province/city and/or district in which the User uses DiDi Food or the Delivery Services.
- m. The User shall comply with the requirements of the Data Protection Act in the processing of personal data to which he/she potentially has access on his/her own account.
- n. The User shall comply with the requirements of the Law with respect to the sale and consumption of alcoholic beverages, tobacco products, prescription drugs and any goods of restricted or limited sale.
- o. It is the User's obligation to keep all hardware or software of the mobile device updated to support DiDi Food's current requirements. The Company shall not be liable for any problems that may arise when the User does not use the most recent and updated version of DiDi Food and/or uses DiDi Food on any mobile device that does not meet the relevant current DiDi Food requirements. The User agrees that the Company may update the software and hardware requirements of the cell phone for the use of DiDi Food from time to time.

4. *Price and Payment*

4.1. The User agrees and accepts that, in relation to each Order, the User will cover the price that the Restaurant/Store User has determined with respect to the Products, the cost of the Delivery Services contacted through the DiDi Food app ("Delivery Fee") and, as the case may be, the cost derived from the use of the application's technology Services ("Service Fee") in favor of DiDi, as well as any applicable taxes. The price of each Order, Delivery Fee and/or Service Fee will be informed in each order placed through the app, as applicable in each case. The Service Fee for the use of the Technology Services provided by the DiDi Food app, will be determined at DiDi's discretion and according to different circumstances that may vary such as: The Restaurant/Store User to which the order is placed through DiDi, city from which the app is used, total value of the order, special loyalty programs, promotions, memberships, among other aspects.

4.2. The User understands and accepts that each Restaurant/Store User determines the cost of its Products, and that prices and offers may differ from those offered directly by the Restaurant/Store User or commercial establishment in its physical channels. The User shall confirm the prices on DiDi Food prior to confirmation of the Order. These prices may change from time to time based on market supply and demand, and the User shall be solely responsible for monitoring the prices of the Products and choosing the Products he/she deems convenient. When using the Services by placing an Order, the User shall immediately pay the full amount of the Order submitted by DiDi Food. If the Order becomes due, the Company shall be entitled to refuse to provide the Services to the User. The User understands and agrees that the Company shall be entitled to send information regarding the User's default to an external credit reporting company.

4.3. The User may pay for the Services of other Users (Delivery Users and Restaurant/Shop Users and/or the Service Fee for the use of the app through its external electronic payment account, or online banking payment systems, or by other payment methods that are available at the time of the transaction. Payment processing will be subject to the terms and conditions of electronic payment service providers and credit or debit card issuing banks. DiDi shall not be liable for any errors made by electronic payment service providers or banks. DiDi will obtain details of the specific transactions

related to the use of the Services by the User. DiDi will strictly comply with applicable laws and regulations and Company policies when using such information.

4.4. The User may also pay in cash the Order, the corresponding amount for the use of DiDi Services and/or the Delivery Fee in favor of the Delivery User. When this occurs, the User authorizes the Delivery User, as depositary, to keep the corresponding amounts and deliver them to the Restaurant/Shop Users or any other third party indicated through DiDi Food.

4.5. The User acknowledges that any and all tax or fiscal receipts required for the Products or Delivery Services will be issued by the Restaurant/Shop User (in relation to the Products), and by the Delivery User (in relation to the fee for the Delivery Services), or by the individual or legal entity managing the activities of the Restaurant/Shop User and the Delivery User, as applicable under the applicable laws and regulations. The User shall be responsible (i) for requesting any and all tax or fiscal vouchers required and (ii) for providing the personal data requested by the relevant Restaurant/Store Users or Delivery Users in connection with the issuance of the tax vouchers.

4.6. DiDi shall not be responsible for the issuance of payment vouchers required by the User in relation to the Products or Delivery Services, as this is not DiDi's responsibility.

4.7. The User shall verify the amount to be paid for the Order immediately after completing the Order. If the User has any objection as to the amount, he/she shall contact DiDi immediately. Telecommunications services and related charges incurred for the use of DiDi Food are provided and charged by telecommunications operators and not by DiDi.

5. Indemnification

By using DiDi Food Services, the User agrees to indemnify DiDi for any and all claims, costs, damages, losses, debts and expenses, including, without limitation, attorneys' fees and court costs and expenses arising out of or related to the following (hereinafter, a "**Wrongful Act**"):

- a. If the User breaches or violates any provision of these Terms and Conditions or any applicable law or regulation (whether or not they are mentioned herein);
- b. If the User violates the rights of third parties;
- c. If the User abuses DiDi Food or the Services.

6. Local Regulatory Restrictions

6.1. 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 such person. Persons accessing DiDi Food do so on their own initiative and are responsible for complying with applicable local laws and regulations. DiDi shall not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of duty under law or otherwise, even if foreseeable, relating to or 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. In case of doubt, the User should obtain independent legal advice.

7. *Absence of Warranties*

7.1. DiDi and its affiliates provide, and the User accepts, the Services on DiDi Food and on DiDi's relevant websites in the state in which such services are available and based on the availability of such services. DiDi and its affiliates do not warrant or guarantee that access to or use of the Services or DiDi Food will be uninterrupted or error-free. DiDi and its affiliates operate as a mobile application provider that allows Users to arrange and schedule Delivery Services, and make no representations, warranties or guarantees regarding the actions or omissions of Restaurant/Shop Users and/or Delivery Users. The User is advised to take reasonable precautions with respect to any interactions with third parties with whom he or she interacts while using the Services and DiDi Food. DiDi and its affiliates do not represent or warrant the safety of items received by Users of the Delivery Services. Finally, DiDi and its affiliates are not responsible for any acts or omissions of Users, Delivery Users, Restaurant/Store Users, commercial establishments or suppliers (and staffing of these) or third parties.

7.2. No warranty, either express or implied, is granted with respect to DiDi Food or the material published on the application, including, but not limited to, the content.

8. *Limitation of DiDi's Liability*

8.1. The information provided and the Services recommended to the User on DiDi's websites or on DiDi Food are solely for the User's reference. DiDi shall make a reasonable effort to ensure the accuracy of such information. However, DiDi does not warrant that the same - which includes information about the User's Restaurants/Shops, business establishment or suppliers - is free from errors, defects, malware or viruses.

8.2. Each Restaurant/Shop User is responsible for the Products, availability, images, costs and other important information contained in their menus or data. DiDi will therefore not be held responsible for any damages that may result from the information published by the Restaurant/Shop User.

DiDi shall not be liable for any damages resulting from the use of (or the inability to use) the DiDi or DiDi Food websites. Furthermore, DiDi shall not be liable for any damages resulting from the use (or the impossibility to use) of the electronic communication tools of the DiDi or DiDi Food websites, including, but not limited to, damages caused by transmission failures, Internet malfunction or delay in electronic communications; interception or manipulation of electronic communications by a third party; computer programs used for electronic communication and virus transmission; electrical system failures; strikes or other labor disputes, riots, insurrections, revolts; earthquakes, fires, floods, storms, explosions or wars; governmental actions, orders of judicial or administrative authorities, or force majeure or omission of third parties.

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

8.4. DiDi does not guarantee the accuracy, completeness, adequacy and reliability of the information and content contained in DiDi Food or on DiDi websites, including but not limited to text, images, data, opinions, web pages or links, despite its reasonable efforts to provide, to the extent possible, accurate, complete and precise information. DiDi is not responsible for any errors or omissions and makes no warranties, either express or implied, to the User.

8.5. The User understands and acknowledges that DiDi Food only constitutes a platform that allows Users to purchase Products from selected Restaurant/Shop Users or commercial establishments by placing Orders through DiDi Food. Furthermore, the User understands and acknowledges that DiDi Food processes a large amount of information on the internal server based on the Users' Orders in order to provide such information to the Delivery User so that the latter, in turn, can provide the Delivery Services. Subsequently, the Delivery User in charge provides the User with the Offline Delivery Services. In this regard, the User acknowledges that it is the responsibility of the Restaurants/Shops and commercial establishments to provide the Products, while the Delivery User is responsible for providing the Delivery Services. Accordingly, the User acknowledges that it is the responsibility of Delivery Users and Restaurant/Shop Users:

8.5.1. In accordance with the laws applicable to it for the provision of its Services, deal with claims, requests for warranty, return, cancellation, withdrawal, reversal that are submitted by Users directly to the Delivery User and/or Restaurant/Store User communicated through DiDi Food.

8.5.2. 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 and/or Restaurant/Store User or communicated through DiDi Food.

8.5.3. In accordance with the laws applicable to the Delivery User and/or Restaurant/Store User, deal with complaints from third parties on account of conduct attributable to them and which are presented directly to the Delivery User and/or Restaurant/Store User or communicated through DiDi Food.

9. *Authorization and License*

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

9.2. The User may not: (i) license or sub-license, sell, resell, transmit, assign, distribute or otherwise commercially exploit or make available to third parties the Services or the DiDi Food application or other applications in any way; (ii) modify or create derivative works, based on the Services or the DiDi Food application or other applications; (iii) create Internet "links" to the Services, or "frame" or "mirror" the DiDi Food application or other applications on any other server or wireless or Internet-based device; (iv) reverse engineer or access the DiDi Food application 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 the DiDi Food application or other applications, or copy any ideas, features, functions or graphics from the Services or the DiDi Food application or other applications; or (v) 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 the DiDi Food application or other applications.

9.3. In addition, the User shall not: (i) send spam or duplicative or unsolicited messages in violation of these Terms and Conditions and applicable laws; (ii) send or store material that is infringing, obscene, threatening, defamatory or otherwise unlawful or unlawful, including material that infringes the privacy rights of third parties; (iii) send or store material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or affect the integrity or operation of the DiDi websites, the DiDi Food application or the Services or the data contained therein; (v) nor attempt to gain unauthorized access to the DiDi websites, its applications, DiDi Food, the Services or related systems or networks.

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

9.5. If DiDi determines that any content violates these Terms and Conditions or otherwise harms the DiDi Websites, 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 User.

10. Intellectual Property

10.1. 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 does not have ownership of such content or cannot enforce its rights therein, and the 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.

10.2. 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 hyperlink, 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 statement contained therein shall be retained.

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

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

10.5. The intellectual property rights of all content published by Restaurant/Shop Users and commercial establishments on DiDi Food (information, trademarks, slogans, images and menus) shall belong to each Restaurant/Shop User or commercial establishment, with the understanding that such intellectual property rights are protected by law. The fact that there is no declaration of ownership in certain content shall not be understood as an omission on the part of DiDi. For its part, the User shall respect the rights and interests of the owner and shall use such contents of the latter in accordance with the laws and regulations applicable in its jurisdiction and the principle of good faith.

11. Third Party Services and Links

11.1. During the use of the relevant web pages and applications, DiDi may provide the User with links or hyperlinks to websites or applications that belong to and are controlled by third parties, in order to facilitate the User's communication, purchase of products or services, or participation in promotional activities offered by such third parties. By clicking on such links, the User will leave the DiDi or DiDi Food website and visit websites or applications hosted by such third parties, which are beyond DiDi's control, and where such third parties have developed their own terms, conditions and privacy policies. Therefore, DiDi shall not be responsible for the content or activities of such websites or applications, nor shall DiDi assume

any obligation to the User in this regard. It is the sole responsibility of the User to fully understand the content and activities of such websites or applications and the User shall assume sole legal responsibility and risk arising from the User's browsing or access to such websites and/or applications.

12. Validity

12.1. The present Terms and Conditions between the User and DiDi shall be in force from the moment the User accepts them, until they are modified and/or the relationship is terminated in accordance with their terms.

12.2. The Company will determine, in its sole discretion, whether the User has committed Unlawful Acts. If the User commits any Unlawful Act, the Company may, in its sole discretion, take such action as it deems appropriate, including, without limitation, terminating these Terms and Conditions with the User and suspending the provision of the Services to the User, as the case may be.

12.3. If the User commits an Unlawful Act, the Company shall be entitled to collect compensation from the User in accordance with the law, for the damages caused, as well as to take any other measures against the User that may be appropriate.

12.4. Even if DiDi terminates these Terms and Conditions, the User shall comply with its payment obligations and shall be liable for any damage or harm that may arise from such non-compliance.

12.5. DiDi shall not be obliged to give prior notice of the termination of these Terms and Conditions. Upon termination, DiDi will send the respective notification to the User, in accordance with these Terms and Conditions.

12.6. Regardless of DiDi's termination of these Terms and Conditions, the User shall continue to be liable for any damage or harm that may arise from the breach of its obligations under these Terms and Conditions, including the commission of Illegal Acts.

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

13. Force Majeure

13.1. In the event of a force majeure event, the affected party may suspend, on a temporary basis, the performance of its obligations under this instrument until the effect of such force majeure event has ceased; provided, however, that such party shall use its best efforts to attempt to resolve such event and mitigate losses. The term force majeure refers to any unforeseeable and unavoidable event (even if foreseeable) beyond the control of the parties that prevents, affects or delays the performance of all or any of their obligations hereunder. Such events include, but are not limited to, earthquakes, war, changes in laws, regulations and governmental policies, computer viruses, hacker attacks or suspension of services provided by telecommunications companies.

14. General Provisions

14.1. 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.

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

14.3. DiDi may give notice by posting a general notice on its websites and/or DiDi Food or by sending an email or text message to the email address or cell phone number registered in the User's Account information. Notices, which may be posted from time to time, shall constitute part of these Terms and Conditions.

14.4. The User shall not assign any of the rights covered by these Terms and Conditions without DiDi's prior written consent.

14.5. These Terms and Conditions have been drafted in English and Spanish. In the event of any contradiction or inconsistency between such versions, the English version shall prevail.

14.6. The DiDi Food Privacy Notice and the DiDi and DiDi Food Community Guidelines are part of these Terms and Conditions.

15. *Applicable Law*

15.1. 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, resolution, performance, interpretation or validity of these Terms and Conditions, or the use of the Website or DiDi Food, shall be submitted to the jurisdiction of the Centre for International Arbitration Singapore ("CAIS") in accordance with the CAIS Arbitration Rules in force, 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 User hereby expressly and irrevocably waives any other jurisdiction to which it may be entitled by virtue of its respective domicile, whether present or future.