

## The Contracting Terms and Conditions and the Terms of Use ("T&C")

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Welcome to LIKI24: <https://liki24.nl>!

### 1. OVERVIEW

These Contracting Terms and Conditions and the Terms of Use and other legal information (hereinafter referred to as the "Terms", "T&C") apply to the webpage <https://liki24.com> ("**Website**"), to the mobile application ("**App**") and other related software (hereinafter jointly referred to as the "**Platform**" or "**LIKI24 Platform**") of the company FAMCARE TECHNOLOGIES S.R.L, (hereinafter referred to as "**LIKI24**"), with the domain <https://liki24.nl>, the related mobile application and other related software.

In accordance with the provisions of the applicable legislation, the following identification details of the Platform owner is **FAMCARE TECHNOLOGIES S.R.L**, having the headquarter in Bucharest, 2 District, 158 Calea Mosilor Street, Bucharest Trade Register no. J40/20885/2021, Fiscal Code 45287030.

By using the Platform and placing the order, you accept and expressly agree to these T&C. If you do not agree, please refrain from using it.

These T&C apply to the LIKI24 Platform in Netherlands.

Please read the T&C carefully. They include information about the services, your rights, and other important information.

In general, LIKI24 is an informational services company that intermediates the provision of products and services between independent third parties, including product distributors, retailers, delivery service providers, medical service providers, insurance service providers, advertisers, customers and others, having as the main object of activity the development and management of a technological platform through which retailers can offer cosmetic, medical or other personal and family care products to consumers.

In relation with you, LIKI24 provides to you only informational services (the "**LIKI24 Services**") through the LIKI24 Platform when you are visiting or using the LIKI24 Platform. By accepting these Contract Terms, you, the "**Customer**" or the "**User**" of the Platform, order representation and delivery services directly from third party service providers, and LIKI24 acts only as an intermediary, being a digital services provider and facilitating the payment operations and support (e.g., call center) to allow you to request and take advantage of those services. When you are accessing and using the Platform to contract sale-purchase, representation and delivery services online, these services are provided to you by independent third-party providers ("**Third-Party Providers**" which include but is not limited to the sellers of the goods – the "**Retailers**", and the providers or representation and delivery services – the "**Delivery Agents**").

IMPORTANT: LIKI24 IS NOR A PRODUCTS SELLER (INCLUDING PHARMA PRODUCTS), NEITHER THE REPRESENTATION OR DELIVERY SERVICES PROVIDER. THE PRODUCTS SELECTED AND ORDERED BY YOU BY USING THE PLATFORM ARE PURCHASED ON YOUR NAME AND FOR YOU BY A DEDICATED DELIVERY AGENT AS YOUR DELEGATED AGENT AS WELL AS OTHER THIRD-PARTY PROVIDERS.

BOTH SERVICES (PRODUCTS ACQUISITION ON YOUR BEHALF AND THEIR DELIVERY TO YOUR LOCATION) ARE PROVIDED TO YOU UNDER DIRECT CONTRACTUAL RELATION BETWEEN YOU AND THE DELIVERY AGENT WHO IS IDENTIFIED AND INTRODUCED TO YOU DURING THE PROCESSING OF YOUR ORDER IN THE ORDER CONFIRMATION EMAIL, BY PHONE OR THROUGH ANOTHER CHANNEL BY LIKI24.

We emphasize that LIKI24 acts as an intermediary between you and Delivery Agents by ensuring that the details of the order are communicated and that orders are accepted by the Delivery Agents, when the direct agreement between you, as the Customer, and the Delivery Agent is concluded.

Thus, LIKI24 is not a part of the contractual relationship between you (as the Customer), on the one hand, and the Delivery Agents (as the representation and delivery services provider) and the Retailers (as the sellers of the products ordered by you), on the other hand.

The Delivery Agents are independent third-party suppliers, i.e., self-employed persons, freelancers or legal entities, who, in turn, by virtue of contracts concluded with LIKI24, enter into direct contractual relationships with you as the Customers, through the LIKI24 Platform, and directly provide to you the services consisting the purchase of products on your behalf and delivery of the products. Delivery Agents act under and within the limits of the mandate and the terms of representation which are detailed in these T&C. Under the terms of your mandate, the Delivery Agents physically purchase from the Retailers on your behalf and for you the products that you order (and picking up the original fiscal receipt from the Retailer on your behalf) and deliver (or contract a delivery service, if necessary) the relevant products and fiscal receipts at the location indicated by you in the order that you make by using the LIKI24 Platform, subject to the service fee agreed upon in the order. Term Courier may be also used on the Platform and it shall mean Delivery agent.

**PACKSOL SRL** (headquarters: Bucharest, 2 District, 158 Calea Mosilor Street, Bucharest Trade Register no. J40/23252/2022, Fiscal Code 47215570) usually will be acting as your **Delivery agent** and perform all authorities of Delivery agent mentioned in this Terms either by its own or by the means of its subcontractors.

BY ACCEPTING THESE T&C, YOU ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THAT LIKI24 DOES NOT OFFER ONLINE SALES SERVICES, DOES NOT MARKET PRODUCTS, AND DOES NOT ACT AS A DELIVERY SERVICES PROVIDER.

YOU UNDERSTAND AND AGREE THAT:

- a. THE PRODUCTS ARE SOLD TO YOU DIRECTLY BY THE RETAILERS (SHOPS, PHARMACIES, ETC.)
- b. THE REPRESENTATION SERVICES (UNDER A MANDATE) TO PURCHASE THE ORDERED PRODUCTS ON YOUR BEHALF ARE PROVIDED TO YOU BY DELIVERY AGENTS;
- c. THE PURCHASE IS PHYSICAL (NOT ONLINE) SALE OF PRODUCTS BY RETAILERS (SHOPS, PHARMACIES, ETC.).
- d. THE SERVICES FOR DELIVERY OF PRODUCTS TO THE ADDRESS INDICATED BY YOU ARE PROVIDED TO YOU BY DELIVERY AGENTS.

THE PURCHASE YOU MAKE THROUGH LIKI24 PLATFORM SERVICES IS NOT AN ONLINE PURCHASE. Liki24 does not mediate or facilitate online sales.

ALL SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS THAT ARE NOT EMPLOYEES

OF LIKI24 AND DO NOT ACT ON BEHALF OF LIKI24 IN THEIR RELATIONSHIP WITH YOU, BUT ARE CONTRACTED DIRECTLY BY YOU BY AGREEING TO THESE T&C. THIRD PARTY PROVIDERS DIRECTLY PROVIDE YOU WITH THE SERVICES REQUESTED BY YOU USING THE LIKI24 PLATFORM.

CONTRACT RELATIONSHIPS BETWEEN YOU AND THESE INDEPENDENT SERVICES AND PRODUCT PROVIDERS ARE CONCLUDED AUTOMATICALLY AND PERFORMED DIRECTLY TO YOU UNDER THESE CONTRACTING TERMS.

YOUR ACCEPTANCE OF THESE T&C AS A CUSTOMER WHEN TICKING THE ACCEPTANCE BOX AND PLACING THE ORDER AND MEANS THAT YOU ARE SIGNING THESE CONTRACTS WITH THE THIRD-PARTY PROVIDERS.

Provisions of these T&C are the provisions of the contract that governs the relationship between LIKI24 and Delivery Agents, on one hand, and you, as the Customer, on the other. Before using our services, placing the order and accepting these T&C, please read these provisions, terms, limitation of liability and other conditions carefully.

BY TICKING THE BOX "I AGREE TO THE CONTRACTING TERMS AND CONDITIONS" YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND EXPRESSLY AGREED TO THEIR APPLICATION, THUS UNDERTAKING TO COMPLY WITH ALL OF THESE T&C (CONTRACT) IN BOTH YOUR RELATIONSHIP WITH LIKI24 AND YOUR CONTRACTUAL RELATIONSHIP WITH THIRD-PARTY PROVIDERS.

Please review the Privacy Policy, Cookies Policy to understand how we collect and process your personal data through the LIKI24 Platform. LIKI24 offers LIKI24 Services as defined under the conditions set forth on this webpage and on <https://liki24.nl/>. You can also find information on payment and delivery conditions on this page: <https://liki24.nl/about/delivery-and-payments/>.

Please read these T&C carefully before using LIKI24 Services. By using LIKI24 Services and the services of independent third-party providers, you acknowledge that you will comply with these T&C. We offer a wide range of information services through the LIKI24 Platform, and sometimes additional terms may apply. When using the LIKI24 Services (for example, profile registration), you undertake to comply with the terms, instructions, and conditions related to the LIKI24 Services, as applicable.

## **2. DEFINITION OF SERVICES**

By accepting these T&C (which serve as an offer for the conclusion of the contract) and placing an order you conclude, firstly, a contract with LIKI24 for the LIKI24 Services and, secondly, separate contracts with independent Third-Party Providers (as defined above) for their respective services and, if applicable, products. In particular, you directly authorize the Delivery Agents to purchase the ordered products on your behalf and on your name from the Retailers.

### **2.1. LIKI24 Services**

In the context of relations with you, LIKI24 acts as the provider of informational services and as an intermediary and coordinator of delivery services, facilitating payments for the products and services ordered through the LIKI24 Platform.

The LIKI24 Services constitute information services – provision of a technology Platform that facilitates and enables users of the LIKI24 Platform to order:

- a. the representation services (under a mandate) to purchase the ordered products on your behalf by Delivery Agents. Delivery Agents physically visit point of sales of Retailers (stores/pharmacies/shops/supermarkets) and purchase Products on your behalf;

- b. the services for delivery of products to the address indicated by you by available Delivery Agents selected by LIKI24, as independent Delivery Agents.

LIKI24 Services are made available for personal, non-commercial use only.

Among others, LIKI24 offers the following Services:

- a. allows the Customer to identify the desired products and place an order through the LIKI24 Platform;
- b. allocates the order to one or several Delivery Agents selected by LIKI24 on a discretionary basis depending on their availability and suitability, taking into account the requests of the customer, where applicable;
- c. further facilitates and intermediates the Customer's purchase of the desired products from the Retailers (shops, pharmacies, etc.), by providing information to Delivery Agents and engaging the LIKI24 Customer Service (including email communications and confirmations, call center support, payment facilitation, inquiries and complaints management, etc.);
- d. manages the payments between the Customers, the Delivery Agents and the Retailers, and facilitates the transfers of funds;
- e. communicates with the customers throughout the process of order completion as required, manages inquiries and complaints, etc.

LIKI24 is not limited to the Services described above and could offer other Services in connection with the above.

It is important to reiterate that LIKI24 provides only informational services and does not carry out the online pharmaceutical activity. LIKI24 does not sell products, but facilitates the purchase of cosmetic, medical or other personal and family care products as well as the delivery of these products to the address indicated by you (as a Customer) upon your request.

We intermediate the contracting-on-demand of the services by remote electronic means. Our aim is to make it easier for people who need support with their personal purchases and delivery and/or self-pick up of products from the Retailers, to obtain their products.

LIKI24 can discretionarily decline or cancel any order made by the Customer.

The LIKI24 Platform is not used to market medical products online, but to organize and facilitate the purchase and delivery of products on behalf of the Customer by Delivery Agents at the locations indicated by the Customer, making the process easier.

It is important to note that LIKI24 is not limiting the availability for pharmacist's or another specialist's advice to the Customers before ordering the products, including medication.

LIKI24 reminds to all Customers that, in the event of doubt, the Customer is strongly recommended to consult the specialists, including doctors and pharmacists, before ordering or administering the medicine in order to ensure that the Customer provides to LIKI24 all required information for the Retailers to dispense to Delivery Agents on the Customer's behalf the correct medical products. Correspondingly, the Customer is advised to consult the specialists, including doctors and pharmacists, before ordering and administering the medical products in order to ensure the appropriate use of such medical products.

LIKI24 is not the medicine seller and therefore will accept no responsibility for Customers' choice and use of the medical products ordered from the Retailers and shall not be liable for the amounts, quality and/or condition of the products dispensed by the Retailers.

It is important to point out that LIKI24, as an intermediary, cannot undertake and does not undertake any responsibility for the quality of services offered by Delivery Agents. By using the LIKI24 Platform, the Customer states that he/she wishes to order certain products personally, and the Delivery Agent is acting as a direct representative of the Customer acting on behalf of and on the name of the Customer.

## **2.2. Delivery Agents' Services**

After you accept the T&C and place your order through the LIKI24 Platform, once your order has been registered, the LIKI24 Customer Service redirects your order to one or several available and suitable Delivery Agents. At this moment you are mandating a specific Delivery Agent to provide the following services for you:

- a. Representation services: Delivery Agents shall physically go to pharmacies/shops and personally purchase on your behalf and on your name the products that you have ordered. Delivery Agent may also subcontract other Delivery Agents and re-authorise this Delivery agents from your name to buy products on your behalf, receive said products from other Delivery Agents and pass them to other Delivery Agents as required to complete you order;
- b. Delivery services: Delivery Agents deliver the products purchased on your behalf and on your name to the address indicated by you. As appropriate, the Delivery Agent may use a postal or other delivery service as a subcontractor to complete the delivery.

Delivery Agents act as independent third parties and directly offer you services, with or without representation and delivery, and you act separately as their Customer in accordance with these T&C. Prices for representation, delivery services and additional surcharges, if applied, are defined by Delivery agents and communicated to the Customer by LIKI24. Customer will be able to see the total price of the order before its confirmation (as it is indicated at the checkout page). In some cases there might be orders that require an additional number of Delivery agents to perform representation and/or delivery services or additional distance to be covered (e.g. in case the product was missing in the closes Retailer) and this may lead to the increase of the price of the services (delivery and/or representation) offered by Delivery agents. Customers expressly agree and accept that the price of the services offered by Delivery agents may be increased. However, the total price of the order communicated to the Customer after confirmation of the order that includes price of the product and price of the services can not be changed without additional approval from the side of the Customer except the case defined in art. 4.3 of this Terms.

It is important to emphasize that by placing an order you are consenting with all contracting conditions and you mandate directly the independent Delivery Agents with transferable delegation (mandate) and the consent to proceed with order.

LIKI24 is not a party to the legal relationship between you (the Customer) and Delivery Agents, nor is it a party to the legal relationships between you (the Customer, represented by the Delivery Agents) and the Retailers. Thus, the sale of the ordered products is carried out by the Retailers (as sellers) to you (as the buyer) represented by the Delivery Agents (as your agents).

Under the contracts concluded with between the Delivery Agents and LIKI24, the Delivery Agents expressly undertake and declare the following:

- a. that they are aware of and understand their legal obligation to pay the taxes and charges for the income obtained from the provision of the services as Delivery Agents to the Customers, they undertake to declare to the tax authorities all such income and to pay, within the deadlines provided by law, the taxes and contributions relating thereto, being fully and exclusively liable for any damage to LIKI24 and/or to any Customer and/or to third parties in connection with the breach of the above obligation;
- b. that they meet the legal requirements, including the holding of all authorizations and permits required by law, where applicable, for the provision of services as the Delivery Agents;
- c. that any situations or disputes arising in connection with the performance of the services and the execution of the mandate concern only the Delivery Agents and the Customer and shall be settled in good faith by them, without the involvement of LIKI24, which is and remains third party to the legal relationship between the Delivery Agent and the Customer.
- d. The Delivery Agent shall be solely responsible for dealing with any complaints or issues notified by the Customers with regard to the consistency of the products delivered with the ordered products, with their delivery within the time limit set, or with any other aspects concerning the purchase, transport, packaging, the purchase of products on behalf of the Customer, after taking over the order that was sent through the LIKI24 Platform.

### **3. CUSTOMER CONDITIONS**

To order the services, it is essential that the Customers meet the conditions below:

- a. The Customers must be at least 18 years old;
- b. The Customers must, as applicable, truthfully complete the mandatory fields of the registration form requesting personal details such as the Customer's name, e-mail address, telephone number and, if paying by card, the bank card number that will be collected by the payment services provider platform (not by LIKI24);
- c. Additionally, if necessary to fulfil the order as required by the Retailer or if the Customers consider necessary to share such information, the Customers may be required to provide certain details, such as: age of the patient, electronic prescription, copy of national health insurance card, copy of the ID card, etc.
- d. The Customers must accept these T&C, LIKI24 Privacy Policy, LIKI24 Cookies Policy and other regulations as applicable.

When accessing the LIKI24 Platform, placing an order and/or voluntarily creating a profile, all Customers must acknowledge and expressly and unambiguously accept these T&C, as well as LIKI24 Privacy Policy, LIKI24 Cookies Policy and other regulations as applicable.

When registering on the Platform, the Customers may be requested to register a user account and choose a customer name and password. Both the customer's name and the password are strictly confidential, personal and non-transferable.

LIKI24 does not verify neither the identity of the Customers, nor the content and information they submit. The Customer being fully responsible for the declared identity and the provided information.

The Customers undertake not to disclose and not to allow third parties' access to the user account. The Customers shall be solely responsible for the use of this data, the Platform of the LIKI24 Services by third parties, including for the statements and/or content provided while using the Platform or any action taken under the customer's name and/or password.

#### **4. PRODUCT INFORMATION**

On our Platform, including on the information page of each product, we provide the information available for products sold by the Retailers.

The specifics of certain information are described below.

Please note that the content on the Platform is not intended to substitute advice given by a medical practitioner, pharmacist or other licensed healthcare professional. Contact your healthcare provider immediately if you suspect that you have a medical problem.

##### **4.1. General information on the products**

All product information provided on the Platform (including names, photos, codes, descriptions, etc.) is indicative. We source it from the Retailers or manufacturers and aim to update it as frequently as possible, but due to changes by the Retailers or manufacturers it may be different or change. The listed information is not checked or confirmed by LIKI24, and we offer no warranty for it. LIKI24 undertakes no responsibility for the updating of the information by the Retailers or manufacturers.

LIKI24 is not the manufacturer or seller of the products listed on the Platform. While we work to ensure that product information on the Platform is correct, actual product packaging and materials may contain more and different information to that displayed on our website. Ingredients may also change. All information about the products on our website is provided for information purposes only as such information is provided by the Retailers or manufacturers.

We recommend that Customer does not rely solely on the information presented on our Platform. Should a Customer wish to know prescription dispense conditions, medicine's prospects, composition, and any other information about the products presented on the Platform, he/she must contact Retailers directly to obtain full information about the products.

Please always read the medicines' prospects, labels, warnings and directions provided with the product before ordering or using them. For healthcare products, in the event of any safety concerns or for any other information about a product, please carefully read the information provided with the product or contact the Retailers or manufacturers.

Information and statements about products are not intended to be used to diagnose, treat, cure or prevent any disease or health condition.

LIKI24 accepts no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your statutory rights.

LIKI24 has the right to withdraw any product from the platform and to modify the content of the information sheet at any time, without thereby incurring any liability of any kind.

##### **4.2. Availability of products**

All product availability information provided on the Platform is indicative. We source it from the Retailers and aim to update it as frequently as possible, but due to frequent changes by the Retailers it may be different or change. The listed information is not checked or confirmed by LIKI24, and we offer no warranty for it. LIKI24 undertakes no responsibility for the updating of the availability information by the Retailers.

The Customer accepts that while the order is carried out by Delivery Agent, the product may be found not to be available at the Retailer's store.

As we process your order, we will inform you as soon as possible if any products you are interested in turn out to be unavailable. You will not be charged for those products and the services related to them.

### **4.3. Prices of products**

All product price information provided on the Platform is indicative. We source it from the Retailers and aim to update it as frequently as possible, but due to frequent changes by the Retailers it may be different or change. The listed information is not checked or confirmed by LIKI24, and we offer no warranty for it. LIKI24 undertakes no responsibility for the updating of the prices by the Retailers.

Despite our best efforts, due to technical issues a small number of items may have an indicated prices which is different from the actual price. The Customer expressly acknowledges and confirms he/she fully understands that the price of some of the products may vary depending on the Retailers. By placing the order, the Customer accepts that the price of the product is subject to small variations caused in particular by the Retailers' policies. If the total price of the Products inside of the order is the same as it was communicated upon confirmation of the order (indicated in the checkout page) but the price for the separate Products inside of the order will factually differ, you as a Customer expressly agree and accept that the Delivery agent has the right to purchase Products for the different (lower or higher) price without additionally informing you. In any case the total price of the Products should remain the same with the exception below.

The Customer expressly confirms and agrees that the Delivery Agents have the right to make the purchase if the actual price of a product is higher than indicated on the Platform by up to 10%. If the price difference is greater than 10%, LIKI24 Customer Service shall contact the Customer to inform him of the situation and request advice from Customer. Any change or variation over 10% shall therefore be reported by the Customer Service for the Customer's approval before the Delivery Agent continues to carry out the mandate.

If the actual price turns out to be different:

- a. if the Delivery Agents, while carrying on the purchase operation on the Customer's behalf of the ordered products, purchase the products for a higher price, not higher than 10% more than the indicative price on the Platform, Delivery Agent will proceed without any additional consent from the Customer, the consent being presumed as set above.
- b. if the Delivery Agents identifies the goods for a price higher than 10% more than the indicative price on the Platform, LIKI24 informs the Customer of the final price and confirms that he/she agrees, and then informs the Delivery Agent how to proceed accordingly. In this situation the customer may refuse (and LIKI24 will cancel the order and return the money) or may agree to pay the difference between the amount already paid and the final price, and the Delivery Agent will continue with the order.

In any event, if the Customer wishes to make any comments regarding the order, he/she is always able to directly contact the Customer Service.

All prices include the applicable VAT.

## **5. ORDER PLACING**

Your order is an offer to LIKI24 to facilitate the purchase of the product(s) on your behalf and the delivery of the products to the location indicated by you (as the Customer) through the services of the Delivery Agents.



By accepting the T&C and placing the order, you (as the Customer), expressly agree that LIKI24 identifies and selects one or more independent Delivery Agents to facilitate the completion of your order and you (the Customer) authorize the Delivery Agents to purchase the ordered products on your behalf directly from the Retailers.

The Customers may place order both online and by phone. When the Customer places the order by phone, LIKI24 Customer Service may use call recording. In this case, the Customer is informed that the conversation may be recorded, and by continuing the conversation the Customer accepts this. The recording will automatically stop when the Customer initiates the call disconnection/closing or in the event he/she does not wish to continue the call.

The Customers must provide all information that would allow the Delivery Agents to carry out the Customer's assignment, including about the products to which the order relates. If required by the Retailer, to order certain products (e.g., prescription-only medication), the Customer may be requested to provide certain information, such as: age of the patient, copy of electronic prescription, copy of national health insurance card, copy of ID card, etc.

The Customer can choose between several types of delivery (e.g., fast delivery – within a few hours, scheduled delivery – within a specific time frame, postal delivery – typically within the next days, etc.). Delivery time estimation is indicative. It is not a guaranteed delivery time and should not be relied upon as such.

By filling the order and accepting these T&C, the Customer empowers and mandates the Delivery Agents (as identified and selected at sole discretion of LIKI24) to purchase of the products in person on his/her behalf, to collect them from a Retailer and to deliver them to the specified location. Under the Customer's mandate, the Delivery Agents undertake to purchase and/or deliver the products ordered by the Customer on the latter's behalf and according to his/her indications and specifications.

When using the LIKI24 Platform, Customers can only choose a single place of delivery in a single order. Where the medicines are collected is decided by Delivery Agents at their sole discretion.

## **6. PAYMENT**

When placing an order, you (as a Customer) commit to pay, as appropriate, for the ordered products and for the provided services, including the Delivery Agents' Services. At the same time, you commit to refund or pay in advance the value of the ordered products.

LIKI24 can collect payments on account/on behalf of Third-Party Providers and facilitate the payment operations, therefore the payment made by you directly or indirectly to LIKI24 is equivalent to payments made directly to Third-Party Providers (including Retailers). LIKI24 can allow the possibility for Delivery agents to accept payment on their own account directly on its Platform.

If the Customer has records of any unpaid debts to LIKI24 or Third-Party Providers, all payments made by the Customer will be automatically firstly charged to cover the debts until full coverage, regardless of the Client's statements on the payment/order.

### **6.1. Prices and fees**

The Customer must pay for the below products and services, as agreed upon during the order commencement:

- a. To the Retailers – the price of the ordered products supplied by them and, if requested by the Retailer, surcharge for orders below a certain value. Some Retailers may request separate additional fees (e.g., operational fees, for logistic services, etc.), which are additional to the

price indicated on the Platform. LIK124 shall inform the Customer about such costs prior to confirming the order;

- b. To the Delivery Agents – the fee for representation, delivery and other services provided by the Delivery Agents (this includes fees of the postal and other delivery services), which may depend on a type of delivery, distance and/or time of the day of the delivery, size of the package, delivery destination, etc.;
- c. The fulfillment of the mandate services by the Delivery Agents for some Products is subject of additional services and efforts such as, but not limited:

- manual checking of the availability and pricing after order is launched, acquiring the Products in the supermarket or other Retailers with time-consuming shopping, additional handling, etc.

- Additional handling. Most Retailers are providing real-time availability of stocks and are preparing orders for Delivery Agent. If the Retailer is not providing this information and/or not preparing the order in advance than the Delivery needs to spend time choosing the Products, matching them with the one that are ordered by the Customer, checking the expiry dates and other information, packing the Products etc.

- Extended and remote areas. Collections and deliveries in such areas are charged differently. Increased fee for Delivery Agents services are implied because the Retailers might not have a point of sale nearby

- Self-service stores, supermarket acquisition. The self-service stores, supermarket acquisitions are considerable time consuming. This means that the Delivery Agent has to spend additional time to identify the products on the shelves, the queue waiting, parking and it results in higher costs.

- Advance payment. In case if the Customer is not choosing an online payment option and opt to pay for the ordered Product by cash after delivery the Delivery agent will need to pay for the Products in advance on behalf of the Customer from his own funds. This extra service requires from Delivery agents to have extra liquidity and results in additional risks of not receiving funds for the canceled or not collected orders.

These costs are necessary for Delivery Agents operating, as many factors can influence the mandate and shipping. Such costs and additional efforts fees are indicated expressly for each product and are marked accordingly and indicated on checkout page. Whenever possible, alternatively, Customer could be offered the possibility to opt for alternative products which are less delivery effort consuming and therefore should not involve these additional delivery costs.

The Customer is informed of the indicative total price when making the order. If the total price needs correction (the final total price is different from the indicative total price due to changes in the prices of products or otherwise), the Customer shall be informed accordingly with exception defined in art. 4.3 of this Terms.

As a way to share your satisfaction with LIK124 Services and the services provided by the Delivery Agents, you have a possibility to send tips. You (as a Customer) based on your own discretion are able to send tips that will be distributed between LIK124 and the Delivery Agents involved. Please note that

the tips are neither expected nor required. You understand and agree that, while you are free to provide additional payment as a gratuity, you are under no obligation to do so.

## **6.2. Payment methods, payment services supplier**

The payment may be made by bank card or in cash. When placing the order, the Customer is informed of the different payment options available in the territory where the service is requested.

In case of online payment, the Customer is informed of the indicative price on the website before making the payment. In case the Customer has to pay more or a certain amount of funds has to be returned to the Customer, this issue is settled with the Customer during or after the order completion.

The Customer can pay by card for orders that are mentioned on the LIKI24 Platform as allowing the payment by card. For card payments, the Customer must communicate the bank card data on the payment operator's website. LIKI24 does not store card numbers on its servers and can only view the last four digits of the card for technical facilitation purposes. The full information will be stored on the servers of the authorized payment service provider collecting the payments.

The processing of online payments is carried out by the payment processor and LIKI24 has no responsibility in this respect. The terms of the payment platform offered by a payment services provider legally authorized by the payment processor shall be complied with. LIKI24 undertakes no responsibility for the lack of authorization or license, and the payment processor is fully and exclusively responsible for this.

LIKI24 has the right, as a fraud prevention measure, to request a pre-authorization of the payment for products ordered through the Platform.

In case of cash payment, the Customer is informed of the final price before making the payment.

For cash payments, the Customer must pay on delivery of the product both the value of the products and the agreed fees for the services (cash on delivery). The Customer may not refuse to pay the agreed fees and the price of the ordered products. The Customer can only refuse the payment of the services fees if, by the date of the delivery, he/she has launched a complaint and received a response in the Customer's benefit.

The Delivery Agents shall take all necessary measures to collect the ordered products by paying for them from their own funds and to deliver the ordered products, based on mandate provided by the Customer through LIKI24 Platform. The Customer then shall compensate the funds spent to the Delivery Agents.

The payment settlement for the products is made by the Customer upon the receipt of the products from the Delivery Agent. In this respect, the Delivery Agent shall present to the Customer the document certifying the value of the purchases (e.g., the receipt). The payment of the products made by the Customer to the Delivery Agent excludes the Customer from any payment obligation to the Retailer. The Delivery Agent, as applicable, shall issue the tax document to the Customer (tax receipt/tax invoice, etc.) for the fees due for Delivery Agent's services.

## **6.3. Billing and invoicing**

You agree to receive by electronic means the invoices issued by the Delivery Agent for the services of the Delivery Agents (which may be issued by LIKI24 or other company on behalf of the Delivery Agent).

The receipt for the purchased products, as issued by the Retailer, will be provided to you in the package assembled/delivered or by electronic means.

By accepting these T&C as a Customer, you expressly authorize us to communicate to you the electronic invoices, tax receipts or other tax documents, as applicable. When requesting the fiscal invoice, you are required to provide us with the data and information necessary to issue the invoice.

## **7. ORDER PROCESSING**

As indicated above, LIKI24 acts as an informational services provider and an intermediary when processing your order. Below are the key issues related to the processing of your order that you need to be aware of.

### **7.1. Order processing flow**

After you place an order and if we accept it, we will notify you of such acceptance ("**Acceptance Confirmation**"). The Acceptance Confirmation means that LIKI24 has received your order and started processing it.

When the order has been passed to Third-Party Providers, either directly to Retailers or to independent Delivery Agents, we will notify you of this and provide you with the details of the order and the Retailers and/or the allocated Delivery Agents ("**Order Confirmation**"). The Order Confirmation means that the Retailers and/or the Delivery Agents have received your order and started processing it and assembling the products for you. If Delivery Agents are involved, at this moment, direct contracts between you and the Delivery Agents for the representation and delivery services are concluded, and the service provision by the Delivery Agents commences. You can cancel your order free of charge only before we provide you with the Order Confirmation.

At the moment of order collection, the recipient (the Customer or any authorized third party) may be asked to confirm the reception of the products and services by signing the electronic or paper notice ("**Collection Confirmation**"). The signatory must check the integrity and adequacy of the products provided at the collection address before signing the collection confirmation. LIKI24 and Delivery Agents are unable to verify the authenticity of the Customer's signature.

If a Customer has any issues with the progress of his/her order, he/she may contact LIKI24 Customer Service through the methods made available on the LIKI24 Platform.

### **7.2. Change and Cancellation. Cancellation fee**

The Customers may change their order details at any time before the order completion. Change of address for the delivery of products by the Customer equals to cancellation in the aspect of cancellation fee. Other changes in the order details are free of charge, except if LIKI24 Customer Service expressly notifies the Customer otherwise.

The Customers may cancel their orders at any time before the order completion. Based on the stage of order processing on which the cancellation was requested, the Customers may be requested to pay a cancellation fee:

- a. Before Acceptance Confirmation – no cancellation fee;
- b. After Acceptance Confirmation and before Order Confirmation – no cancellation fee;

- c. After Order Confirmation and before any products were acquired from the Retailers – cancellation fee of RON 20;
- d. After Order Confirmation and after products were acquired from the Retailers – cancellation fee equal to the whole order amount indicated in the Order Confirmation (total price of products and services ordered).

LIKI24 reserves the right to cancel an order at any time without having to provide a just cause (even after Acceptance Confirmation and Order Confirmation). In the event of cancellation by LIKI24 not related to any misconduct on the Customer's side, the Customer is entitled to receive back the amounts related to the order in question already paid.

### **7.3. Return of the products**

You purchase the products directly from the Retailers, and the Retailers act as direct sellers of the products. Neither LIKI24, nor the Delivery Agents act in the Retailer's capacity, they only facilitate your purchase from the Retailers.

If the Customer wishes to return the product, the party with ultimate liability will always be the Retailer from which the purchase was made. Therefore, the issues related to returns should be settled directly with the Retailers. The return shall in any event be subject to the Retailer's return policies. The Customers shall send return requests, claims and any complaints directly to the Retailer from which the product was purchased.

In any event, the decision regarding whether a return is appropriate will lie with the Retailer in each case. If the Customer obtains a refund of the purchase price, the Retailer will decide how to make the refund (cash, credit card, voucher, etc.). Please be aware that the Retailers allow returns rarely.

By placing the order, the Customer obliges himself/herself to contact the Retailer and discuss the possibility to return the product and, if LIKI24 or Third-Party Providers are involved in such return, pay to the respective parties the costs associated with such return, if any.

If, at the time of cancellation, the products were acquired from the Retailers, the Customer may ask LIKI24 to intermediate and facilitate the return. In such case, in addition to the cancellation fee the Customer must pay the fee for the return service. If the Delivery Agent has been able to return the products, their value will be refunded to the Customer.

Also, to facilitate the processing of complaints, LIKI24 offers to the Customers the assistance of LIKI24 Customer Service. In the event of a dispute, LIKI24 may offer the first line of support.

For additional information on the scope, content and instructions for the returns, please contact our LIKI24 Customer Service.

## **8. COMMUNICATION**

You can communicate with us by using LIKI24 Services or via technical communication means (telephone, e-mail, text messages, chat, etc.). We will communicate with you via technical communication means (telephone, e-mail, text messages, chat, application notifications, web page communications, etc.) through LIKI24 Customer Service. You may contact us or we may contact you using any of the indicated means without any preference order.

All conversations, including telephone conversations, may be recorded to resolve any issues and inquiries and to improve our services. You will be informed in advance and the continuation of the telephone conversation shall be considered as your express consent to the recording of our conversation with you. To reach the contractual objectives, by accepting these T&C, you agree that all

written and oral conversations, agreements, notices, disclosures and other communications comply with the legal requirements and are enforceable against the parties, unless otherwise expressly provided by the applicable laws.

## **9. OUR LIABILITY**

We, LIKI24 and our affiliates, will not be liable for losses that were not caused by any breach on our part, any business loss (including but not limited to loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or any indirect or consequential losses that were not foreseeable to both you and us when the contract was concluded.

We will not be held liable for any delay or failure to comply with our obligations under these conditions, if the delay or failure arises from any cause beyond our reasonable control. This condition does not affect your right to have the products sent to you within reasonable time.

Nothing in these conditions limits or excludes our liability for fraudulent representations, for death or personal injury caused by our negligence or willful misconduct.

It is important to note that whenever LIKI24 becomes liable, the liability for any cumulative damage may not exceed the fees for the services paid by you.

If the situation arose, the Customer would be liable for any incident arising from the usage of the products.

## **10. OTHER PROVISIONS**

### **10.1. Prescription medicines**

Prescription drugs may not be sold online according to the legislation in force. Please note that LIKI24 is neither selling, nor intermediating the online sales of prescription drugs.

### **10.2. Children**

We do not deliver orders placed by children. If you are under 18, you may only use <https://liki24.nl> with the involvement of a parent or a guardian.

### **10.3. Marketing activities**

LIKI24 reserves the right to enter into marketing commercial agreements with the Retailers, distributors, manufacturers, etc., to send promotional communications, newsletters, including the addition of free samples to the order.

When placing the order, the Customer is asked either he/she accepts electronic marketing materials. Agreeing to receiving such materials is not a condition for placing an order. If the Customer does not accept this and does not consent expressly, LIKI24 refrains from sending to the Customer any unsolicited marketing emails (yet the physical newsletters and products samples, gifts are allowed to be added to the packages).

LIKI24 may grant vouchers or other types of gifts, coupons, promo-codes, offers (further voucher) that will be beneficial for Customers in terms of price of services and Product price in order to promote its own Platform. Period of validity, amount of coverage, terms of use of each specific voucher shall be indicated to the Customer in writing (e.g. may be shown on the website, sent to the email, App, etc.). E.g. LIKI24 may offer a voucher that covers partially or in full delivery cost, price of any Product,

category of Products, specific Product(s). This coverage may be offered in fixed amount or % from the cost that will be covered by LIKI24.

Vouchers may be subject to specific conditions for being activated, e.g. price of the order should meet a minimum required value, voucher may be offered only for specific category of Customers or specific individual Customer, voucher may be limited in time, number of activations, or have other preconditions.

LIKI24 reserves the right to cancel the offered voucher at any time due to any reason including but not limited to the violation of the terms of voucher, fraudulent or suspicious activity of the Customer.

Offered vouchers are not subject to money (cash) compensation. Customer is obliged to use the voucher only in the way it is offered and agrees not to misuse the voucher (e.g. duplicate, make it public, sell, transfer, etc.). Any misuse of the terms of the voucher that would lead to LIKI24 losses may be subject to compensation from the side of the Customer. LIKI24 may also on its own or in partnership with third party providers hold promotional campaigns that are subject to separate regulations.

#### **10.4. Applicable law**

These conditions are governed and interpreted in accordance with the laws of Romania. All parties to the T&C and respective agreements agree to comply with the exclusive jurisdiction of the Romanian national Courts. The consumers who are residents of the EU shall also enjoy the protection provided by the laws of their country of residence.

#### **10.5. Applicability of the T&C**

The Customers are subject to the terms, conditions and policies applicable at the time of placing the order, unless otherwise provided by law.

LIKI24 has the right to make changes to LIKI24 platform and terms and conditions, including these T&C, at any time. Amendments shall take effect once LIKI24 publishes the updated terms online on the LIKI24 Platform. Further access to or use of the LIKI24 Platform after such publication is a confirmation by the Customer that these amendments are acknowledged and agreed by the Customer.

Should any provision of these T&C be found void, null or not applicable for any reason, the concerned provision is deemed to be separate and shall not affect the validity and applicability of the remaining provisions.

#### **10.6. Waiver**

If the Customer breaches the T&C and the damaged party does not use its rights and remedies to address the breach, the damaged party remains entitled to use such rights and remedies in any other situation where a breach occurs.

### **CONTACT INFORMATION**

For any further assistance, details or information we remain at your disposal!

For any questions related to the orders or your account, please contact us at: [comenzi@liki24.nl](mailto:comenzi@liki24.nl) or [support@liki24.nl](mailto:support@liki24.nl)

For any requests for collaboration, please contact us at: [colaborare@liki24.nl](mailto:colaborare@liki24.nl)

