# User Terms of Service

By using the MealTicket Service, you agree to be bound by these User Terms of Service (“**Terms of Service**”).

Please read the following Terms of Service carefully before using the MealTicket Service. If you do not agree with the Terms of Service, please do not use the MealTicket Service. These Terms of Service apply to any use of the MealTicket Service and to the Purchase Agreements made hereunder. A more detailed description of the MealTicket Service and information on system requirements is available at [MealTicket.dk](http://www.wolt.com/).

If you have a MealTicket at Work Account, these Terms of Service also apply to our customer organization which has granted you the MealTicket at Work Feature (“**Customer Organization**”) with respect to Orders made by you through the MealTicket at Work Feature. If there is any discrepancy between these Terms of Service and the MealTicket Corporate Terms & Conditions applicable to the Customer Organization, the MealTicket Corporate Terms & Conditions shall, however, prevail.

The Terms of Service are concluded between us and the User only, and not with Apple Inc., and Apple Inc. is not responsible for the MealTicket App or the content thereof. You agree that Apple Inc., and Apple Inc.’s subsidiaries (“**Apple**”), are third party beneficiaries of the Terms of Service, and that, upon your acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service against you as a third party beneficiary thereof.

**1. Definitions**

“**Partner**” means a restaurant or other service partner who has signed a partner agreement with MealTicket and who offers its products and delivery services, if applicable, through the MealTicket Service.

“**Purchase Agreement**” means an agreement for the purchase of Partner’s products and possible delivery services made on an Order. With respect to Orders placed through the MealTicket at Work Feature, the Purchase Agreement forms a binding agreement between the Partner and the Customer Organization. With respect to Orders placed through any other payment method of the User, the Purchase Agreement forms a binding agreement between Partner and the User.

“**MealTicket**” means:

* **MealTicket** Howitzvej 60, Frederiksberg

“**MealTicket App**” means a digital application called MealTicket provided by MealTicket for natural and legal persons to order products from MealTicket’s Partners.

“**MealTicket at Work Account**” means a user account in the MealTicket App onto which the MealTicket at Work Feature has been added.

“**MealTicket at Work Feature**” means the payment method and feature of the MealTicket App through which the Customer Organization’s authorized Users can make Orders at the Customer Organization’s cost.

“**MealTicket Service**” means both MealTicket App and MealTicket website [MealTicket.dk](http://wolt.com/) and other additional locations as mentioned at [MealTicket.dk](http://www.wolt.com/).

“**User**” or “**you**” means a natural person using the MealTicket Service.

**2. Identity of MealTicket**

**MealTicket** Howitzvej 60, Frederiksberg

* **Trade name:** “MealTicket",
* **Email address:** support@MealTicket.dk.

\*Please note that while the MealTicket Service is legally provided to you by your local MealTicket entity in these countries, the payment service is arranged by MealTicket Enterprises Oy through a third party payment service provider. This also means that MealTicket Enterprises Oy is responsible for possible refunds, complaints and other claims related to your transactions in the MealTicket Service. You may thus contact MealTicket Enterprises Oy directly at the contact details provided above in case of any dispute or claim related to the MealTicket Service.

Information about the identity and products and services of the Partners will be provided through the MealTicket App and MealTicket website.

**3. Description of the MealTicket Service**

3.1. MealTicket provides a platform on which the User can purchase food products and delivery services from the Partner of his/her choice. MealTicket also sells delivery services to Users located in Denmark, Estonia, Latvia, Lithuania, Hungary, Greece, Croatia, Israel, Azerbaijan, Kazakhstan, Slovakia and Cyprus and in relation to food products purchased from certain Partners.

3.2. The Partners provide the information about their products and services in the MealTicket Service, including information on menus and product prices. If you have allergies or other dietary restrictions, please contact the relevant Partner. The Partner will provide food-specific information upon request. The sale and purchase of the Partner’s products and services may be subject to additional terms and conditions of the Partners as set out in the MealTicket Service. When selecting the Partner’s products and services that the User wishes to purchase from the Partner, the User makes a binding order to purchase the products and services from the Partner on the terms and conditions presented to the User in the MealTicket Service before placing the order (“**the** **Order**”). After having received the Order, MealTicket will transmit the details of the Order to the Partner. When the Order is accepted by the Partner and MealTicket has provided the User with an order confirmation on behalf of the Partner, the User or the Customer Organization and the Partner enter into the Purchase Agreement. MealTicket will provide the User with a receipt on behalf of the Partner (unless regulation in the country where the User is located requires that the Partner provides the receipt directly to the User). For Users located in Denmark, Estonia, Latvia, Lithuania, Hungary, Greece, Croatia, Israel, Azerbaijan, Kazakhstan, Slovakia and Cyprus and in relation to food products purchased from certain Partners: When the Order is accepted by the Partner and the order confirmation is provided to the User, in addition to entering into the Purchase Agreement with the Partner for the purchase of the Partner’s products, the User or the Customer Organization and MealTicket enter into a legally binding agreement for the purchase of any delivery services ordered by User through the MealTicket Service.

3.3. The Partner selected by the User will prepare (and deliver, if delivery services have been ordered) the products set out on the Order to the User. MealTicket is not responsible or liable towards the User for the proper execution of the Purchase Agreement by the Partner. For Users located in Denmark, Estonia, Latvia, Lithuania, Hungary, Greece, Croatia, Israel, Azerbaijan, Kazakhstan, Slovakia and Cyprus and in relation to food products purchased from certain Partners: MealTicket is liable for the execution of the delivery services ordered by User from MealTicket on the Order as set out in these Terms of Service.

3.4. After the Order has been placed by the User, the Order cannot be cancelled by the User. You cannot withdraw or cancel an Order for products or delivery services once you have placed it. Prior to placing an Order for a product or service you should carefully review your selection. *For Users located in Azerbaijan:* placing the Order also includes the User’s consent to launch the performance of the relevant agreement(s) stipulated herein.

**4. User Accounts**

4.1. You have a limited, non-exclusive, non-transferable, and non-sublicensable right to use the MealTicket Service in the form offered to you by us from time to time solely for the purposes set out herein. The license granted to the User for the iOS MealTicket App downloaded from Apple’s App Store is further limited to a license to use the MealTicket App on any Apple-branded products that the User owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service and these Terms of Service.

4.2. In order to use the MealTicket Service, the User must create a user account by following the registration instructions in the MealTicket Service. The MealTicket Service credentials are personal (unless otherwise agreed between MealTicket and the Customer Organization). The User shall ensure that any user account credentials and equivalent information required to access the user account of the User or the Customer Organization are kept confidential and used in a secure manner not accessible by third parties. A User may have only one personal user account.

4.3. Where it is suspected that any unauthorized person has become aware of a User’s user account credentials or has access to the user account of the User, the User shall immediately inform MealTicket thereof. The User shall be responsible for any use of the MealTicket Service and any activity under the user account of the User.

4.4. In order to use the MealTicket Service, you must submit valid credit card or other payment method information to MealTicket. MealTicket does not store information of your payment instrument, as this is done by a third party payment service provider used by MealTicket. You agree to pay for all purchases arising from your use of the MealTicket Service except for purchases made through the MealTicket at Work Feature at the Customer Organization’s cost. You must keep the credit card and other payment information that you have submitted to your user account updated.

**5. Payments**

5.1. The User, or the Customer Organization in case of MealTicket at Work Account, will pay the purchase price set out in the Order by using the relevant payment functionality of the MealTicket Service. MealTicket collects all payments from the Users or the Customer Organizations on behalf of the Partner. If the Order is made by using the MealTicket at Work Feature, the User confirms the payment on behalf of the Customer Organization through the MealTicket at Work Feature. The User’s or Customer Organization’s payment obligation shall arise upon placing an Order through the MealTicket Service.

5.2. The User may fulfil this payment obligation only by using the relevant online payment method provided in the MealTicket Service. When the User, or the Customer Organization in case of MealTicket at Work Account, has paid the purchase price to MealTicket, the User or the Customer Organization has fulfilled its payment obligation towards the Partner.

5.3. In Denmark, you can fulfil your payment obligation by using a lunch benefit as payment method, if the MealTicket Service is compatible with the lunch benefit provided by your employer. You are responsible for ensuring that the Order costs of food products and delivery services paid with the lunch benefit does not exceed the limit of the lunch benefit’s daily value, which currently is 10,70 €. The amount exceeding this value can be paid with another acceptable payment method in the MealTicket Service. You are obligated to comply with the tax administration’s guidelines regarding use of the lunch benefit. Please note for example that the lunch benefit is personal and does not cover purchase of gift cards, utility products, groceries, convenience food or processed food. You are therefore not entitled to buy such products with the lunch benefit through the MealTicket Service.

Service.**6. MealTicket credits and tokens**

6.1. The Users of the MealTicket Service can obtain MealTicket credits or tokens e.g. by inviting new users to sign up to the MealTicket Service. The User can use MealTicket credits and tokens to get a discount on their purchases in the MealTicket Service.

6.2. MealTicket may unilaterally determine the conditions applicable to the granting, use and validity of the MealTicket credits and tokens.

6.3. Any signing-up bonus credits or tokens can be used only once.

6.4. MealTicket credits and tokens cannot be exchanged to cash.

6.5. The MealTicket credits and tokens will be nullified if MealTicket detects any abuse of MealTicket credits or tokens or suspects or detects that MealTicket credits or tokens have been granted on incorrect grounds. In such cases, MealTicket shall invoice the amount that was paid using such MealTicket credits or tokens.

**7. Delivery of an Order**

7.1. If the User orders the delivery of the Order through the MealTicket Service, the Order will be delivered to the location confirmed by the User in the MealTicket Service. The User also has to provide a street address for the confirmed location in the MealTicket Service. Delivery services are provided by the Partner to the User or Customer Organization. For Users located in Denmark, Estonia, Latvia, Hungary, Lithuania, Greece, Croatia, Israel, Azerbaijan, Kazakhstan, Slovakia and Cyprus and in relation to food products purchased from certain Partners: MealTicket provides the delivery services to the User or Customer Organization.

7.2. The User must be available to receive calls at the phone number the User has submitted to the MealTicket Service. If the phone number provided by the User cannot be reached, the delivery may be cancelled by MealTicket or the Partner and the User or Customer Organization may be charged for the full price of the Order (*not applicable to Users located in Slovenia*).

7.3. The User may place an order to be delivered as soon as possible (standard delivery method) or by pre-ordering a certain delivery time.

7.4. Standard delivery option: The User must be present at the confirmed location set out in the Order between the time of making the Order until the products set out in the Order have been received. If the User is not available at the location he/she has confirmed within five minutes of the arrival of the delivery of the ordered products and the User does not respond after two contact attempts by the courier making the delivery, the delivery may be cancelled by MealTicket or the Partner and the User or Customer Organization may be charged for the full price of the Order.

7.5. “Pre-order” delivery option: the User must be present at the confirmed location between ten minutes prior to the pre-ordered delivery time until the moment of delivery in order to receive the Order.

**8. Picking up and collecting an Order at the Partner’s point of sale**

8.1. If the User has not ordered delivery of the Partner’s products set out in the Order, but the collection at the Partner’s point of sale, the products can be collected at the point of sale of the Partner the User has chosen in connection with the Order. The User will receive a separate electronic confirmation when the products are ready for collection. The Partner or MealTicket may set conditions for the identification of the User when picking up the products set out in the Order.

8.2. The Partner shall retain the ordered products for 60 minutes after the Partner has notified the User that the Order is ready for collection. However, this obligation is limited to the opening hours of the particular Partner’s point of sale and the Order has to be collected before the closing time of said point of sale of the Partner.

**9. Eat-in Order**

9.1. If the User has selected the option to consume the products set out in the Order at the point of sale of the Partner, the User will receive a separate electronic confirmation about the expected time the products will be ready to be consumed at the Partner’s point of sale.

**10. Time estimates**

10.1. Any delivery time or pick-up time or other time estimate communicated to the User by the Partner or MealTicket in the MealTicket Service are only estimated times. There is no guarantee that the Order will be delivered or available for pick-up or consumption at the estimated time. Delivery times of the products may also be affected by factors such as traffic jams, rush hours and weather conditions.

**11. Intellectual Property Rights**

11.1. All Intellectual Property Rights in or related to the MealTicket Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of MealTicket and/or its subcontractors/licensors. “**Intellectual Property Rights**” shall mean copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

11.2. These Terms of Service do not grant the User any Intellectual Property Rights in the MealTicket Service and all rights not expressly granted hereunder are reserved by MealTicket and its subcontractors/licensors.

11.3. Apple shall not be responsible for any investigation, defense, settlement or discharge of any claim that the iOS MealTicket App or your use of it infringes any third party intellectual property right.

**12. Additional Provisions for use of the MealTicket Service**

12.1. The MealTicket Service is only available to persons of the age of 18 years or older.

12.2. The User shall observe all applicable rules and regulations when using the MealTicket Service, including the purchase of alcohol and tobacco. To the extent delivery of alcohol is available in the country where the User is located, the User may be refused delivery of alcoholic beverages in case he/she is unable to provide a valid photo ID to MealTicket’s courier partner delivering the Order proving that the User is at least 18 years of age. The User may be refused delivery of alcoholic beverages also in other cases stipulated by laws in the country where the User is located (e.g. if the User is showing signs of intoxication).

12.3. MealTicket is constantly developing the MealTicket Service and MealTicket may change or remove different parts of the MealTicket Service, including features, the products and Partners available in the MealTicket Service in part or in whole.

12.4. By using the MealTicket Service, the User may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. MealTicket generally does not review content provided by the Partners. MealTicket is not responsible for third parties' (including the Partners') content or information or for any damages arising as a result of the use of or reliance on it.

12.5. You or the Customer Organization shall be responsible for obtaining and maintaining any devices or equipment (such as telephones) and connections needed for access to and use of the MealTicket Service and all charges related thereto.

12.6. The User will not: (i) use or attempt to use another person’s personal MealTicket account and/or access another person’s personal payment data through the MealTicket Service or use another person’s personal payment cards when using the MealTicket Service, without consent of that other person; (ii) copy, modify or create derivative works of the MealTicket Service or any related technology; (iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the MealTicket Service or any related technology, or any part thereof; (iv) remove any copyright, trademark or other proprietary rights notices contained in or on the MealTicket Service; (v) remove, cover or obscure any advertisement included on the MealTicket Service; (vi) collect, use, copy, or transfer any information obtained from the MealTicket Service without the consent of MealTicket; (vii) use bots or other automated methods to use the MealTicket Service; (viii) create a MealTicket account using a fake identity or an identity of another person; or (ix) access the MealTicket Service except through the interfaces expressly provided by MealTicket, such as the MealTicket App and MealTicket Website.

12.7. MealTicket is entitled to remove a User from the MealTicket Service with immediate effect and/or refuse or cancel any Orders from a User if: (i) the User abuses the MealTicket Service or causes any harm or detriment to the use of the MealTicket Service or the Partners or MealTicket or MealTicket’s employees, (ii) MealTicket has reasonable belief of fraudulent acts by the User when using the MealTicket Service, (iii) the User places a false Order (for example by not paying or by not being present on the delivery or collection location in order to receive the Order) or otherwise fails to comply with his obligations arising from these Terms of Service; (iv) there is reasonable doubt about the correctness or authenticity of the Order. If MealTicket cancels an Order that has already been paid for, MealTicket shall transfer that amount into the same user account or MealTicket at Work Account as the one from which the payment was made by the User.

12.8. The controller of the personal data collected about Users is MealTicket Enterprises Oy, unless otherwise indicated. MealTicket Enterprises Oy shall process any personal data collected from the User in accordance with [MealTicket Privacy Statement](https://wolt.com/terms/en#privacypolicy).

12.9. The User must comply with applicable third party terms of agreement when using the MealTicket App or the MealTicket Service.

12.10. The User represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

**13. Term and termination**

13.1. These Terms of Service are in force as a binding agreement between MealTicket and the User until further notice as long as the User is using the MealTicket Service.

13.2. The User can discontinue the use of the MealTicket Service at any time. MealTicket can discontinue providing the MealTicket Service permanently or temporarily at any time.

**14. Complaints**

14.1. Please note that the MealTicket Service may at any time be interrupted or permanently discontinued. The MealTicket Service may also be temporarily suspended. Do not use the MealTicket Service for backing up any data. While we do our best in providing you our platform and services (including new and/or temporary services such as no-contact deliveries, deliveries with novel technology or deliveries of new product categories) error-free, MealTicket does not promise or guarantee you anything regarding the reliability, functionality, timeliness, quality or suitability of the MealTicket Service, its features or any service offered by MealTicket. MealTicket does not promise or guarantee anything that is not expressly mentioned in these terms.

14.2. The Partner is committed to prepare the Order in accordance with the features ordered by the User and within the time shown on the MealTicket Service. If there are any defects in the (delivery of the) Order, the User may contact either the customer service of MealTicket, acting on behalf of Partner, through the in-app customer support chat or at support@MealTicket.dk or the Partner directly.

14.3. The Partner is solely liable for any defects in the contents and preparation of the Order or other shortcomings in the performance of the Purchase Agreement.

14.5. The User who has discovered shortcomings in the performance of the Purchase Agreement must submit any complaints to MealTicket or the Partner without delay, with clear descriptions of said shortcomings.

14.6. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the MealTicket App. To the extent that any maintenance or support is required by applicable law, we, not Apple, shall be obligated to furnish any such maintenance or support. To the extent any warranty exists under law that cannot be disclaimed, we, not Apple, shall be solely responsible for such warranty. We, not Apple, are responsible for addressing any claims of the User or any third party relating to the iOS MealTicket App or the User’s possession and/or use of the iOS MealTicket App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS MealTicket App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the iOS MealTicket App’s use of the HealthKit and HomeKit frameworks.

**15. Applicable Law and Dispute Resolution**

15.1. These Terms of Service shall be governed by and construed in accordance with the laws of Denmark, unless the User is located in the Czech Republic, Greece, Israel, Poland, Serbia, Azerbaijan, Kazakhstan, Slovakia or Malta, in which case these Terms of Service shall be governed by and construed in accordance with the laws of the country where the User is located.

15.2. If you are a consumer, please note that you cannot be deprived of the rights granted to you by the mandatory consumer protection laws of your country of domicile.

15.3. Disputes arising from these Terms of Service shall be resolved by the district court of Helsinki, unless the User is located in the Czech Republic, Greece, Israel, Poland, Serbia, Azerbaijan, Kazakhstan, Slovakia or Malta, in which case said disputes shall be resolved by the competent courts of the country where the User is located. A consumer may, however, always institute proceedings in the competent court of its domicile. If you are a User domiciled in the EU, you and MealTicket may also use the ODR platform managed by the European Commission to settle disputes. This platform can be found on [ec.europa.eu/odr](http://ec.europa.eu/odr). You may also refer a dispute to the consumer disputes board or other corresponding out-of-court institution in your domicile (such as the Finnish Consumer Disputes Board, [kkv.fi/kuluttajaneuvonta](https://www.kkv.fi/kuluttajaneuvonta/), in Denmark, the Czech Trade Inspection Authority, [coi.cz](https://www.coi.cz/), in the Czech Republic or the Polish Permanent Amicable Consumer Court at the competent Provincial Inspectorate of Trade Inspection, [uokik.gov.pl](http://www.uokik.gov.pl/), in Poland).

**16. Amendments**

16.1. These User Terms of Service are subject to amendments.

16.2. MealTicket shall publish the amended User Terms of Service at the MealTicket Website and shall inform the User that the MealTicket Terms of Service have been amended on the MealTicket Service or by email to the email address submitted to the MealTicket Service by the User. If the User does not agree to any amended MealTicket Terms of Service, he/she shall discontinue the use of the MealTicket Service.

**17. Assignment**

17.1. MealTicket shall be entitled to assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets relating to MealTicket Service without the User’s prior consent.

17.2. The User shall not be entitled to assign any of its rights or obligations hereunder in whole or part.

## Grocery stores on MealTicket - Additional terms for users

For any orders through the MealTicket Service, our [User Terms of Service and Privacy Statement](https://wolt.com/terms) that are applicable in the country You are located apply with the following changes and additions:

*Partner, Order, User, MealTicket* and *MealTicket Service* are defined in the User Terms of Service.

Please note that the right to cancel and return the Order only applies to consumers.

These additional terms apply where the User purchases groceries, consumables, utility goods and other consumer goods made available by the Partner on the MealTicket Service (collectively “Grocery Store Products”).

**1.** **How It Works**

Orders from Partners selling Grocery Store Products can be placed in the same way as if placing any Order to purchase products and services from a Partner on the MealTicket Service. As with any Orders to purchase products and services, Grocery Store Products are sold to you by the relevant Partner and the delivery of Grocery Store Products is sold to You either by MealTicket or the Partner.

The information and contact details of the Partner are available in connection with the Grocery Store Products sold by the Partner in the MealTicket App and MealTicket website [MealTicket.dk](http://wolt.com/).

The Partner is responsible for providing accurate and up-to-date information about the Grocery Store Products in the MealTicket Service, including information on applicable prices. The price of the Grocery Store Products is determined based on the price at the date of placing the Order. Please note that there may be minor price alterations between the indicated price and final price of the Order for pre-packed items in case of package weight variations.

The Partner provides information on allergens and other necessary product-specific information on the MealTicket Service. The Partner is responsible for providing all information as required by applicable laws and regulations, including the EU Regulation No 1169/2011 on the provision of food information to consumers. Where applicable, the Partner is further responsible to ensure that the selling price and the unit price are indicated in accordance with EU Directive 98/6/EU on consumer protection in the indication of the prices of products offered to consumers. In case You have questions about the Grocery Store Products, please contact the relevant Partner.

When You use the MealTicket Service, there may be a minimum value for purchase required, in which case you will be notified thereof before You make the Order on the MealTicket Service. Where an Order fails to meet the minimum required value, you will have the possibility to pay the difference to meet the minimum value or to add more products to Your Order.

The Partner determines in its sole discretion the selection and pricing of Grocery Store Products available on the MealTicket Service. The Partner may also impose certain restrictions on Your Order, such as quantity limits and size limitations of the Order.

The Partner is responsible for informing You of any limitation relating to the availability of any Grocery Store Products. User accepts that in case a product is temporarily unavailable, the Partner will fulfill Your Order without including such product item in the Order. You will not be charged for products that are unavailable at the time of placing the Order.

MealTicket is not responsible for the information provided by the Partner on the MealTicket Service and does not give any warranty on the availability, quality or suitability of the Grocery Store Products. The Partner is solely liable for any defects in the contents of the Order or other shortcomings in the performance of the Purchase Agreement.

While we do our best in providing you our platform and services (including new and/or temporary services such as no-contact deliveries, deliveries with novel technology or deliveries of new product categories) error-free, MealTicket does not promise or guarantee You anything regarding the reliability, functionality, timeliness, quality or suitability of the MealTicket Service, its features or any service offered by MealTicket. If no-contact delivery is applied to Your Order, please note that the goods shall be deemed delivered when they are left at the door and the courier partner marks the Order status as “delivered” on the MealTicket Service after which You bear the risk of the items in the Order.

**2.** **Cancelling Your Order**

MealTicket follows the limitations of consumers’ statutory cancellation rights as set out in applicable laws. Certain goods may be excluded by law from the consumers’ right of cancellation and return, including the following:

· Foodstuff and products that by their nature cannot be resold or that spoil or age rapidly

· Products that due to their nature become inseparable from other products after their receipt

· Games, movies, software and other sealed products cannot be cancelled once the seal or other product package of such item has been opened

· Hygiene and intimate products after opening the package

· Goods that are manufactured or custom-made in accordance with the User’s specifications and instructions

This means that You cannot return for example food products by referring to Your statutory cancellation rights after purchase. You cannot withdraw, cancel or modify an Order for such Grocery Store Products once you have placed it. Please look through your selection carefully before placing the Order.

Notwithstanding what is stated above in this section, Section 3.4. of the User Terms of Service is not applicable to Orders consisting of utility goods. You have as a consumer the statutory right to cancel Orders consisting of utility goods within 14 days counted from the date of receipt of such products.

You can cancel your Order of utility goods by contacting MealTicket or the Partner within the above-mentioned cancellation period and by returning the product to the Partner’s point of sale from which You made the Order.

Please present the receipt received from MealTicket or the Partner when returning the product.

If you contact MealTicket in connection to a return of product or request reimbursement due to a defect, damage or other shortcoming in the product, MealTicket may ask you to send a picture of the product in question in order to document and verify the defects.

Please note that the Partner may have in place separate terms or guarantees that apply in addition to these terms. The Partner provides information of such terms separately to User on the MealTicket Service.

**3. Returns and Return Costs of Utility Goods**

The product must be returned as soon as possible after the Order has been cancelled and no later than 14 days after the date of cancellation.

The returned product must be in an unused condition and capable of being resold. The product must be protected adequately and packaged either in its original packaging or in a similar manner. You are not entitled to full refund of payment if the returned goods have reduced or changed in any way.

The returns subject to cancellation should be delivered to Partner’s point of sale from which you made the Order through the MealTicket Service. Please contact the customer service at the point of sale to return the products. You can verify the point of sale from the receipt provided by MealTicket or the Partner. You are responsible to pay the costs incurred from returning the Grocery Store Products.

The payment made by the User will be refunded by MealTicket within 14 days of receiving the notice of cancellation, provided that the returned product or proof of return has been received by Partner. MealTicket will refund the price of the returned product payments using the same payment method as You used and to the same bank account from which You made the Order. In case of delivery Orders, the delivery fee will not be reimbursed.

**4.** **Defects and Complaints**

The Partner has a statutory defect liability for its products under applicable laws. You are responsible for inspecting the products without undue delay after receipt of the Grocery Store Products and to contact MealTicket or the Partner if you notice deficiencies or other defects in the Grocery Store Products at the time of receipt.

Notice of a defect must be addressed to the relevant Partner or to MealTicket. Notices of defects should be placed within a reasonable time from detecting the defect, however no later than within two months after being detected. Please note that in case of defects in foodstuffs or other products that by their nature spoil or age rapidly, it is crucial that You notify the defect as soon as possible to enable proper investigation and verification of the defect. In case of a defect in the Grocery Store Products, You will be reimbursed in accordance with applicable laws.

Updated 4.6.2020

## MealTicket privacy statement

MealTicket Enterprises Oy and certain MealTicket group companies (“MealTicket”, “we”) process personal data of their users of MealTicket’s food ordering services (“MealTicket App”) and the visitors of the website [MealTicket.dk](https://wolt.com/) (“Website”).

In this Privacy Statement, the word “MealTicket Services” refers jointly to the Website and the MealTicket App. In this Privacy Statement, the word “User” or “you” refers jointly to our and our group companies’ customers, representatives and other authorized users of our customer organizations, potential customers and the users of the MealTicket Services.

Our Privacy Statement explains, for example, the types of personal data we process, how we process the personal data and how you may exercise your rights as a data subject (e.g. right to object, right of access).

Some of our services might be subject to a separate privacy policy. If a separate privacy policy applies to a particular service, we will post it in connection with the service in question.

This Privacy Statement may be updated from time to time in order to reflect the changes in data processing practices or otherwise. You can find the current version on the Website. We will not make substantial changes to this Privacy Statement or reduce the rights of the Users under this Privacy Statement without providing a notice thereof.

**1. DATA CONTROLLER(S)**

This Privacy Statement applies to processing of personal data carried out by MealTicket.

In relation to the processing of personal data of Users in the below countries, MealTicket Enterprises Oy and the local MealTicket group company are acting as joint data controllers. This means that MealTicket Enterprises Oy and the local MealTicket group company together determine the purposes for and means by which personal data is processed. The country-specific joint controllers are listed below:

* **MealTicket** Howitzvej 60, Frederiksberg

MealTicket Enterprises Oy has been appointed responsible for handling all data subject requests and questions relating to the personal data processing of the MealTicket group on behalf of the local joint controllers.

In relation to the processing of personal data of Users in other countries than the ones listed above, MealTicket Enterprises Oy acts as the sole data controller.

**2. MealTicket’S CONTACT DETAILS**

Name: MealTicket

Mail: [support@mealticket.dk](mailto:support@mealticket.dk)

Adress: Howitzvej 60, Frederiksberg

**3. PERSONAL DATA PROCESSED AND SOURCES OF DATA**

The personal data collected and processed by us can be divided into two general data categories: User Data and Analytics Data.

User Data

User Data is personal data collected directly from you or from our customer organization on behalf of which you are using the MealTicket Services (“Customer Organization”), as the case may be. We may collect User Data from our Users and Customer Organizations in a variety of ways, including, after conclusion of a service agreement with the Customer Organization or when Users register to the MealTicket Services, subscribe to a newsletter or fill out a form. Further, please note that we also collect details of any transactions and payments you carry out through the MealTicket Services.

*User Data that is necessary in order to use the MealTicket Services*

The following personal data collected and processed by us is necessary in order for a proper performance of the contract between you and us as well as for our legitimate interest whilst fulfilling our contractual obligations towards our Customer Organizations and for the compliance with our legal obligations.

After conclusion of the service agreement between us and the Customer Organization, the Customer Organization provides us with your full name and email address.

When you register to the MealTicket Services and create a user account, you need to provide us with the following information:

* full name
* telephone number
* email address
* information relating to your payment instrument(s) such as the number of your payment instrument(s) and the expiration date of your payment instrument(s) (required for the purposes of ordering food products via the MealTicket Services, however not stored by MealTicket, since MealTicket uses a third party payment service provider for processing of payments)

*User Data you give us voluntarily*

Your user or customer experience may be enhanced by providing us with the following information:

**Additional Account Information:**

* a picture
* delivery address
* location data (if you consent to the processing of your location data)
* other information you provide either when creating a user account or later when modifying your account profile

**Other Information. We may also process other information provided by you voluntarily such as:**

* information you provide when rating our services
* marketing opt-ins and opt-outs
* information you provide by phone or in email or chat correspondence with us, including call recordings of your calls with our customer service

In addition to User Data collected from you and the Customer Organization, we process certain personal data third party service providers provide about you.

If you connect or login to your account with Facebook, Facebook shares with us personal information about you such as your profile picture, a sample of your Facebook friends and your Facebook ID.

Analytics Data

Although we do not normally use Analytics Data to identify you as an individual, you can sometimes be recognized from it, either alone or when combined or linked with User Data. In such situations, Analytics Data can also be considered personal data under applicable laws and we will treat such data as personal data.

We may automatically collect the following Analytics Data when you visit or interact with the MealTicket Services:

**Device Information. We collect the following information relating to the technical device you use when using the MealTicket Services:**

* device and device identification number, device IMEI
* country
* IP address
* browser type and version
* operating system
* Internet service providers
* advertising identifier of your device
* visitor identifier

**Usage Information. We collect information on your use of the MealTicket Services, such as:**

* time spent on the MealTicket Services
* interaction with the MealTicket Services
* information on your orders made through the MealTicket Services
* the URL of the website you visited before and after visiting the MealTicket Services
* the time and date of your visits to the MealTicket Services
* the sections of the MealTicket Services you visited
* the products you searched for while using the MealTicket Services

Cookies

We use various technologies to collect and store Analytics Data and other information when the Users visit the MealTicket Services, including cookies and web beacons.

Cookies are small text files sent and saved on your device that allows us to identify visitors of the MealTicket Services and facilitate the use of the MealTicket Services and to create aggregate information of our visitors. This helps us to improve the MealTicket Services and better serve our Users. The cookies will not harm your device or files. We use cookies to tailor the MealTicket Services and the information we provide in accordance with the individual interests of our Users.

The Users may choose to set their web browser to refuse cookies, or to alert when cookies are being sent. For example, the following links provide information on how to adjust the cookie settings on some popular browsers:

[Safari](https://support.apple.com/kb/PH19214?viewlocale=en_US&locale=en_US)

[Google Chrome](https://support.google.com/chrome/answer/95647?hl=en&p=cpn_cookies)

[Internet Explorer](https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies#ie=ie-11)

[Mozilla Firefox](https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer)

Please note that some parts of the MealTicket Services may not function properly if use of cookies is refused.

A web beacon is a technology that allows identifying readers of websites and emails e.g. for identifying whether an email has been read.

Web analytics services

The MealTicket Services use Google Analytics and other web analytics services to compile Analytics Data and reports on visitor usage and to help us improve the MealTicket Services. For an overview of [Google Analytics](http://www.google.com/analytics/#?modal_active=none), please visit Google Analytics. It is possible to opt-out of Google Analytics with the following browser add-on tool: [Google Analytics opt-out add-on](https://support.google.com/analytics/answer/181881?hl=en&ref_topic=2919631).

Advertising and visitor identifiers

The MealTicket Services use pseudonymized identifiers to track and predict your app and service usage and preferences.

You can opt-out of the use of these identifiers by changing your operating system settings as follows:

Advertising identifiers can be disabled on iOS mobile devices by turning on the Limit Ad Tracking tab (Settings → Privacy → Advertising → Limit Ad Tracking). For an overview and more information on the advertising identifier, please see [Apple Advertising and Privacy site](https://support.apple.com/en-us/HT205223).

MealTicket visitor identifiers can be disabled on iOS and Android mobile devices by changing your settings (for iOS: Settings → MealTicket → MealTicket settings → Limit Tracking, and for Android: MealTicket application → Profile tab → Settings icon in the top-right corner).

**4. PURPOSES AND LEGITIMATE GROUNDS FOR THE PROCESSING OF YOUR PERSONAL DATA**

Purposes

There are several purposes of the processing of your personal data by MealTicket:

*To provide the MealTicket Services and carry out our contractual obligations (legal ground: performance of a contract and legitimate interest)*

MealTicket processes your personal data to be able to offer the MealTicket Services to you under the contract between you and MealTicket or between Customer Organization and MealTicket.

We use the data for example to handle your payments or any refunds (where applicable) and to provide our partners (the restaurants and our courier partners) with the information necessary for the preparation or delivery of your order. If you contact our customer service, we will use the information provided by you to answer your questions or solve your complaint.

*For our legal obligations (legal ground: compliance with a legal obligation)*

MealTicket processes data to enable us to administer and fulfil our obligations under law. This includes data processed for complying with our bookkeeping obligations and providing information to relevant authorities such as tax authorities.

*For claims handling and legal processes (legal ground: legitimate interest)*

MealTicket may process personal data in relation to claims handling, debt collection and legal processes. We may also process data for the prevention of fraud, misuse of our services and for data, system and network security.

*For customer communication and marketing (legal ground: legitimate interest)*

MealTicket processes your personal data to contact you regarding the MealTicket Services and to inform you of changes relating to them. Your personal data are also used for the purposes of marketing the MealTicket Services to you.

*For quality improvement and trend analysis (legal ground: legitimate interest)*

We may also process information about your use of the MealTicket Services to improve the quality of the MealTicket Services e.g. by analyzing any trends in the use of the MealTicket Services. In order to ensure that our services are in line with your needs, personal data can be used for things like customer satisfaction surveys. When possible, we will do this using only aggregated, non-personally identifiable data.

Legal grounds for processing

MealTicket processes your personal data to perform our contractual obligations towards you or the Customer Organization and to comply with legal obligations. Furthermore, we process your personal data to pursue our legitimate interest to run, maintain and develop our business and to create and maintain customer relationships. When choosing to use your data on the basis of our legitimate interests, we weigh our own interests against your right to privacy and e.g. provide you with easy to use opt-out from our marketing communications and use pseudonymized or non-personally identifiable data when possible.

In some parts of the MealTicket Services, you may be requested to grant your consent for the processing of personal data. In this event, you may withdraw your consent at any time.

*For Users located in Israel:*By entering, connecting to, accessing or using the MealTicket Services, you agree and consent to the terms and conditions set forth in this Privacy Statement, including to the collection, processing, transfer and use of your personal data which is collected as part of the MealTicket Services. If you disagree to any term provided herein, you may not access or use the MealTicket Services. You also acknowledge and confirm that you are not required to provide us with your personal data and that such information is voluntarily provided to us.

**5. TRANSFER TO COUNTRIES OUTSIDE EUROPE**

MealTicket stores your personal data primarily within the European Economic Area. However, we have service providers and operations in several geographical locations. As such, we and our service providers may transfer your personal data to, or access it in, jurisdictions outside the European Economic Area or the User’s domicile.

We will take steps to ensure that the Users’ personal data receives an adequate level of protection in the jurisdictions in which they are processed. We provide adequate protection for the transfers of personal data to countries outside of the European Economic Area through a series of agreements with our service providers based on the [Standard Contractual Clauses](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) or through other appropriate safeguards, such as the [Privacy Shield Framework](https://www.privacyshield.gov/welcome).

More information regarding the transfers of personal data may be obtained by contacting us on any of the addresses indicated above.

**6. RECIPIENTS**

We only share your personal data within the organization of MealTicket if and as far as reasonably necessary for the purposes of this Privacy Statement.

We do not share your personal data with third parties outside of MealTicket’s organization unless one of the following circumstances applies:

*For the purposes set out in this Privacy Statement and to authorized service providers*

To the extent that third parties (such as the restaurants which prepare your order, our courier partners who deliver your order and Customer Organization which may pay your order) need access to personal data in order for us to perform the MealTicket Services, we provide such third parties with your data. Furthermore, we may provide your personal data to our affiliates or to authorized service providers who perform services for us (including data storage, accounting, sales and marketing) to process it for us and to payment service providers to process your payments to us.

When data is processed by third parties on behalf of MealTicket, MealTicket has taken the appropriate contractual and organizational measures to ensure that your data are processed exclusively for the purposes specified in this Privacy Statement and in accordance with all applicable laws and regulations and subject to our instructions and appropriate obligations of confidentiality and security measures.

Please bear in mind that if you provide personal data directly to a third party, such as through a link in the MealTicket Services, the processing is typically based on their policies and standards.

*For legal reasons and legal processes*

We may share your personal data with third parties outside MealTicket if we have a good-faith belief that access to and use of the personal data is reasonably necessary to: (i) meet any applicable law, regulation, and/or court order; (ii) detect, prevent, or otherwise address fraud, crime, security or technical issues; and/or (iii) protect the interests, properties or safety of MealTicket, the Users or the public as far as in accordance with the law. When possible, we will inform you about such processing.

*For other legitimate reasons*

If MealTicket is involved in a merger, acquisition or asset sale, we may transfer your personal data to the third party involved. However, we will continue to ensure the confidentiality of all personal data. We will give notice to all the Users concerned when the personal data are transferred or become subject to a different privacy statement.

*With your explicit consent*

We may share your personal data with third parties outside MealTicket when we have your explicit consent to do so. You have the right to withdraw this consent at all times free of charge by contacting us.

**7. STORAGE PERIOD**

MealTicket does not store your personal data longer than is legally permitted and necessary for the purposes of providing the MealTicket Services or the relevant parts thereof. The storage period depends on the nature of the information and on the purposes of processing. The maximum period may therefore vary per use.

Most personal data relating to a User’s user account with the MealTicket Services will be deleted after a period of 90 days have lapsed after the User has deleted its user account with the MealTicket Services. Thereafter, a part of the personal data relating to a User’s user account with the MealTicket Services may be stored only as long as such processing is required by law or is reasonably necessary for our legal obligations or legitimate interests such as claims handling, bookkeeping, internal reporting and reconciliation purposes. All personal data relating to a User’s user account with the MealTicket Services will be deleted within a period of 10 years after the User has deleted its user account with the MealTicket Services, with the exception of personal data required in certain rare situations such as legal proceedings.

We will store Analytics Data of Users that do not have an account with the MealTicket Services for a period of 90 days.

**8. YOUR RIGHTS**

*Right of access*

You have the right to access and be informed about your personal data processed by us. We give you the possibility to view certain data through your user account with the MealTicket Services or request a copy of your personal data.

*Right to withdraw consent*

In case the processing is based on a consent granted by the User, the User may withdraw the consent at any time free of charge. Withdrawing a consent may lead to fewer possibilities to use the MealTicket Services. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

*Right to rectify*

You have the right to have incorrect or incomplete personal data we have stored about you corrected or completed by contacting us. You can correct or update some of your personal data through your user account in the MealTicket Services.

*Right to erasure*

You may also ask us to delete your personal data from our systems. We will comply with such request unless we have a legitimate ground to not delete the data.

*Right to object*

You may have the right to object to certain use of your personal data if such data are processed for other purposes than necessary for the performance of the MealTicket Services or for compliance with a legal obligation. If you object to the further processing of your personal data, this may lead to fewer possibilities to use the MealTicket Services.

*Right to restriction of processing*

You may request us to restrict processing of personal data for example when your data erasure, rectification or objection requests are pending and/or when we do not have legitimate grounds to process your data. This may however lead to fewer possibilities to use the MealTicket Services.

*Right to data portability*

You have the right to receive the personal data you have provided to us yourself in a structured and commonly used format and to independently transmit those data to a third party.

*How to use your rights*

The abovementioned rights may be used by sending a letter or an e-mail to us on the addresses set out above, including the following information: the full name, address, e-mail address and a phone number. We may request the provision of additional information necessary to confirm the identity of the User. We may reject or charge requests that are unreasonably repetitive, excessive or manifestly unfounded.

**9. DIRECT MARKETING**

The User has the right to prohibit us from using the User’s personal data for direct marketing purposes, market research and profiling made for direct marketing purposes by contacting us on the addresses indicated above or by using the functionalities of the MealTicket Services or the unsubscribe possibility offered in connection with any direct marketing messages.

**10. LODGING A COMPLAINT**

In case the User considers our processing of personal data to be inconsistent with the applicable data protection laws, the User may lodge a complaint with the local supervisory authority for data protection in Denmark, the Data Protection Ombudsman. Alternatively, the User may lodge a complaint with the local supervisory authority for data protection of the User’s country of domicile.

**11. INFORMATION SECURITY**

We use administrative, organizational, technical, and physical safeguards to protect the personal data we collect and process. Measures include for example, where appropriate, encryption, pseudonymization, firewalls, secure facilities and access right systems. Our security controls are designed to maintain an appropriate level of data confidentiality, integrity, availability, resilience and ability to restore the data. We regularly test the MealTicket Services, systems, and other assets for security vulnerabilities.

Should despite of the security measures, a security breach occur that is likely to have negative effects to the privacy of the Users, we will inform the relevant Users and other affected parties, as well as relevant authorities when required by applicable data protection laws, about the breach as soon as possible.