

Please read the Terms & Conditions carefully before using the **Application**.

01.07.2022

1. Introduction

- 1.1. This **Application** “**Bodo**” is owned and managed by BoDo.Delivery.GEO LLC, registered in accordance with the legislation of Georgia (ID 400319794). These Terms and Conditions constitute a legally binding agreement concluded between you and LLC BoDo.Delivery.GEO.
- 1.2. These Terms & Conditions govern the use of the Website: www.Bodo.delivery/Application, procurement the Services by the **Company**, notwithstanding registration on the Website / **Application**. The Georgian version of the application can be downloaded from the App Store and the Google Play Store.
- 1.3. By registering, logging in, using, and/or receiving the **Services** through the **Application** you agree in writing to these terms and conditions. These Terms and Conditions are binding in all cases, regardless of the **Application** use and registration forms. Acceptance of the Terms and Conditions automatically implies written consent to the Personal Data Processing Policy and other annexes/components of the terms & conditions.
- 1.4. These terms and conditions apply as long as the **profile** of the **Customer** exists and/or the **Customer** receives the service through the **Application**/uses the **Application** differently.

2. Definitions

- 2.1. Unless otherwise stated in the text itself, the terms used in the present Terms & Conditions have the following meanings:
 - 2.1.1. **The Company** - LLC BoDo.Delivery.GEO (ID 400319794) registered in accordance with the legislation of Georgia, which is the owner and manager of the application **Bodo**.
 - 2.1.2. **The Application** - The company-owned application (including and not limited by the website: www.Bodo.delivery) "**Bodo**" (regardless of the platform of use), through which the company provides services to the customers.
 - 2.1.3. **The Customer** - Any natural or legal person who uses the application to receive the services from the Company.
 - 2.1.4. **The Service** - Delivery of products and services to customers through the application.
 - 2.1.5. **The Party** - Company or the Customer depending on the context of the Agreement.
 - 2.1.6. **Third Person** - Any person except the party.
 - 2.1.7. **The Profile - Customer** account, which contains both mandatory and non-mandatory information, information necessary to identify the **Customer** when logging in to the system, authorization, registration information such as bonuses, name, bank account, phone number (required), email address and/or other information.
 - 2.1.8. **The Offer** - Offer of a certain product/discount/promotion/service by the Company to the Customer through the Application.
 - 2.1.9. **Virtual Balance** - The amount of money reflected on the **Customer**'s profile.
 - 2.1.10. **Terms and Conditions** - These Terms and Conditions, governing the terms of use of the Application.
 - 2.1.11. **The Address** - the location specified by the **Customer**/ location where the service should be performed (receiving products purchased through the application).
 - 2.1.12. **The Courier** - a person who delivers products/services to the Customer at an address.

3. Declarations and Guarantees of the Parties

- 3.1. The **Company** declares and guarantees that:
 - 3.1.1. The **Application** is in a good condition for use.
 - 3.1.2. The information received by the **Customer** through the **Application** will not be used for illegal purposes and will be processed only under the Personal Data Processing Policy.
 - 3.1.3. The information provided in the **Application** is accurate/verifiable.
 - 3.1.4. The Products offered to the **Customer** through the **Application** comply with the declared properties of the product manufacturer and meet the product standards.

- 3.2. The **Customer** declares and guarantees that:
 - 3.2.1. Has read and agrees with the **Terms and Conditions** of use of the **Application**.
 - 3.2.2. Has legal capacity, can comprehend the importance of using the app and is not under any mental influence that will prevent him from understanding the meaning of his action.
 - 3.2.3. The information provided by him/her is real, accurate, and lawful.
 - 3.2.4. Will not use the Application for illegal purposes and will respect the laws of Georgia in the process of using the **Application**, including and not limited by the age restrictions imposed by the law (according to the product).
 - 3.2.5. None of his actions violate the rights of the **Third parties** or the **Company**.
 - 3.2.6. Realizes that the intellectual property rights to the logo, **Application**, **Application** design, basic software code, software, and other related materials belong to the **Company**.
 - 3.2.7. Realizes that there may be some delays in using the **Application** for which the **Company** is not responsible.
 - 3.2.8. Delivery may be conducted by third party service providers not employed by Bodo.

4. Registration in the Application

- 4.1. There are two types of **Customers** in the **Application**: registered and unregistered **Customers**.
- 4.2. The unregistered **Customer** enters the address while opening the **Application**. In case he/she wishes to purchase a product/service, the unregistered **Customer** shall register after the confirmation of the order. After that, he/she indicates the details of the bank card from which the payment shall be made.
- 4.3. For registration purposes, the **Customer** enters the mobile number in the appropriate field within the **Application** to which an SMS will be sent or verification shall happen otherwise.
- 4.4. After completing the registration, the **Customer** has the opportunity to voluntarily enter data into the **Profile**, in the appropriate fields.
- 4.5. Only you may order Products via your user account. **You may only register one account per device and only two credit\debt carts per one account.** You are responsible for ensuring the information you provide is accurate.

5. Product purchase and payment procedure

- 5.1. In the case of the purchase of products/services by the **Customer** through the **Application**, a non-cash payment is made.

- 5.2. **Customer**-selected **offers**/products are displayed in the **Customer**'s basket, where he/she can modify, add or delete selected products. Also, the **Customer** changes or confirms the indicated **address**.
- 5.3. After confirming the **address** and products/services, the **Customer** goes to the payment stage.
- 5.4. The **Customer** shall enter the details of the bank card with which he/she wants to perform the transaction in the appropriate field of the **Application**.
- 5.5. After entering the bank card details in the **Application** (adding the card) and confirming the order, the **Company** will deduct the cost of the product/services from the bank account indicated by the **Customer**.
- 5.6. If the **Customer** has not been registered, to purchase the product/services he/ she must register in the **Application** by indicating the mobile number and receiving an SMS. The **Customer** also indicates the bank card details through which the payment is to be made.
- 5.7. To purchase products/services, the **Customer** will be redirected to the bank and/or <https://stripe.com> online payment system (Payment Gateway) to confirm bank card details/payment. Connection to the online payment system and information transfer happens through using a secure SSL encryption protocol.
- 5.8. The **Company** independently determines the terms of **offers** for **Customers** made through the **Application**, such as price, discount, promotion, etc.
- 5.9. To ensure the best service, we will only deliver within our delivery zone. We reserve the right to refuse any order you place with us. Prices of our products may change without prior notice. We reserve the right to discontinue any item at any point in time. Bodo is not liable to you or any third party for any modification, price change, suspension or unavailability of any product. Bodo reserves the right to limit your order or the quantity of a specific product you may order. If you wish to modify or change an order, the relevant order is subject to price changes and a change of the delivery time. Certain products may be unavailable due to market conditions beyond our control or quality that is below our standards. If we have a very similar item to the item you ordered, we reserve the right to make a substitution. If you are not happy with the substitution, please contact us. If we cannot deliver or substitute an item, you will not be charged for such item. If you are accidentally charged for a product that is not delivered, please contact us and we will refund the price for that item. Your price for a product is guaranteed not to increase after you completed check-out. We reserve the right to require a minimum order amount, not including taxes, delivery fees, and surcharges. You may cancel orders through the Platform directly for a certain period of time. Once an order can no longer be changed in the Platform, it is on its way to you.
- 5.10. For your first order placed through 30 days from your first registration you may enjoy our special offer. Spend a minimum of 30.01 GEL on your first order and have 10 GEL automatically deducted from your subtotal. Taxes and fees included. Offer valid for first-time customers only. One offer per phone number. Cannot be used with, stacked on, or combined with other offers. Offer valid for orders placed through the Platform only. This offer is valid through 30 days from your first registration. This offer has no cash value and is void where prohibited. Other terms and exclusions may apply.
- 5.11. Products may only be ordered in household quantities. We reserve the right to either (i) cancel an order; or (ii) deliver using multiple riders in the event that an order is in excess of a household quantity.
- 5.12. Delivery will be made to the delivery address specified by you when placing the order. This does not have to be the same as the billing address. You are solely responsible for providing a complete and correct delivery address and, if applicable, further instructions for delivery via the App.
- 5.13. You will still be charged for the Products and for delivery in the event of a failed delivery if you have caused such failure for any reason. Reasons you might cause a delivery to fail include (but are not limited to):
 - i. - Not coming to the door, not picking up the phone when the rider contacted you using the number you provided us and/or you picked up the phone but then failed to provide access within a reasonable amount of time.
 - ii. - The rider refusing to deliver the item to you in accordance with Age Restricted Products.

6. Payment

- 6.1. We use a third-party payment processor (the «Payment Processor») to bill you through a payment account linked to your account on the Platform (the «Billing Account»). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Currently,

we use Stripe.com as our Payment Processor. You can access Stripe Terms of Service and their Privacy Policy at <https://stripe.com/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to purchase products on the Platform, you agree to pay us all charges at the prices then in effect for any such products in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider through the Payment Processor (the «Payment Method»). You agree to make payment using the selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we do not receive payment from you through the Payment Processor, you agree to pay all amounts due on your Billing Account upon demand. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER'S NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE IN YOUR ACCOUNT.

7. Return of Product and Services

- 7.1. In case of delivery of inappropriate products (e.g., damaged eggs, packaging damages, crushed fruits/vegetables, etc.) by **Courier**, the **Customer** shall photocopy the product and send it to info@bodo.delivery or describe the situation through the **Application**. After that, the **Company** will reimburse the value of the spoiled goods to the **Customer** on the **Virtual balance**. By agreement of the **Parties**, it is possible to return the amount from the **Virtual balance** to the relevant bank account of the **Customer** within 15 (fifteen) calendar days.

8. Limitation of liability

- 8.1. The **Company** is fully exempt from disputes, disagreements, inaccuracies, or any liability arising out of the relationship between the **Customer** and/or the **Third Parties**.
- 8.2. By using the **Application**, the **Parties** declare and consent that they fully understand the scope of the **Company's** liability and refuse to make any additional claims against the **Company**.
- 8.3. The **Company** is not accountable, nor acts as a guarantor for the **Customers** and/or **Third Parties'** actions and responsibilities. The **Company** cannot be held liable for the **Customers** and/or the **Third Parties'** actions in compliance with the law.

9. Intellectual Property

- 9.1. The **Company** has Intellectual property rights, copyrights, and related rights for the **Application** design, basic software code, software, logos, trademarks, and other materials.
- 9.2. Without the prior written consent of the **Company**, infringement of any trademarks, copyrights, and related rights, modification of the intellectual property, use of any form, or any other action that is contrary to the interests of the **Company** is not allowed.

10. Personal Data Processing

- 10.1. The **Company** and/or the person named by the **Company**, is entitled to process personal data of the **Customers** for relevant purposes. The **Company** and/or the person named by the **Company** shall process the data only for relevant purposes and under the duty of confidentiality.
- 10.2. Rules for the collection or other processing of personal data are determined by the Personal Data Processing Policy.

11. Amendments of the Terms & Conditions

- 11.1. The **Company** is entitled to make changes to the **Terms and Conditions** at any time unilaterally by posting in the **Application**. These changes will take effect as soon as the posting is made. Continued use of the **Application** by the **Customer** automatically constitutes agreement to the changed terms.

12. Blocking illegal activity and/or Content

- 12.1. In case the **Company** has a reasonable suspicion that the use and/or execution of the transaction violates these **Terms and Conditions** or the **Company** deems, that Transactions are unlawful, fraudulent, and unauthorized, the **Company** is authorized to suspend such transaction and block the profile of any person who engages in similar activity until the **Company** has investigated all relevant facts. The **Company** is also authorized to apply to relevant financial institutions and government agencies in such cases and provide them with necessary information.
- 12.2. In case the **Company** detects illegal signs in the **Customer's** actions (e.g., violation of age restrictions and requirements established by law, etc.), it is entitled to temporarily or permanently block the **Customer's Profile**.

13. Dispute Resolution & Applicable Law

- 13.1. Any disputes/disagreements between the **Company** and the **Customer** should be resolved by mutual agreement.
- 13.2. If no agreement is reached within 15 (fifteen) days after the dispute arises, the dispute shall be resolved by a court of Georgia under Georgian law.
- 13.3. The decision of the court of the first instance in favor of the **Company** will be enforced immediately.

14. Miscellaneous

- 14.1. This document is compiled in Georgian, Russian, and English languages. In case of any discrepancy between the documents, the Georgian version of the document shall prevail.
- 14.2. The **Parties** state that these **Terms and Conditions** are written in a language they understand, that they do not have any questions/ambiguities, that they fully understand the meaning of the **Terms and Conditions**, and that the document is in a convenient and visible place.
- 14.3. In addition to these **Terms and Conditions**, the relationship between the **Company** and the **Customer** is governed by the Personal Data Processing Policy and the law of Georgia.
- 14.4. The invalidity of individual parts of the **Terms and Conditions** does not lead to the invalidity of the whole document and/or its other parts.

- 14.5. Matters not regulated by these **Terms and Conditions** and/or by the Personal Data Processing Policy and/or by an individual agreement concluded between the **Parties** concerned shall be governed by the laws of Georgia.
- 14.6. By using the **Application**, the **Parties** confirm that each of them has a full right to enter into this relationship and has obtained all the necessary powers and/or consent to do so.
- 14.7. The **Company** is entitled to satisfy the request by mutual requital.
- 14.8. Unless otherwise provided by the individual agreement, any formal relationship between the **Parties** must be in writing, unless the present **Terms and Conditions** provide for an oral telephone communication form. The written notice to the **Party** may be delivered in person, by courier, by post, by the **Application**, and/or by e-mail specified in the details of the **Parties**.
- 14.9. The notification will be considered to be delivered on the day of its receipt if it is confirmed by the addressee. If the notice is not confirmed, it shall be deemed to have been delivered on the second business day following the submission under paragraph 13.8.
- 14.10. In case of any change of information, including, but not limited to, change of phone number, address, or bank account, the **Party** shall notify the **Company** immediately, but not later than 3 calendar days.
- 14.11. The **Customer** understands and acknowledges that the **Company** is entitled to rely on the confirmations, licenses, permits, registration data provided by the **Customer**. In case of inaccuracy and/or inconsistency, the responsibility lies with the **Party** who presented the document/information/data.
- 14.12. The **Customer** agrees that prices, promotions with promo codes, the number of discounts, and other related indicators are subject to change unilaterally by the **Company** without prior notice or consent of the **Customer**.
- 14.13. The **Party** shall notify the **Company** in case of any defects related to the **Application** and/or the service.
- 14.14. The **Customer** gives unequivocal consent to receive messages, promotions, advertisements, promotions, offers, and other types of information from the **Company**, in any form.
- 14.15. By using the **Application** and/or clicking the "I Agree" button, you agree in writing to these **Terms and Conditions** and its components.