

## **Terms and conditions of the kfc.hr Web Site and the KFC mobile application**

### **§ 1. Definitions**

1. The terms used in the present regulations shall have the following meaning:
  - 1.1. **Account** – User's account constituting a set of resources and rights in the Service Provider's IT system available for the User, created after the User's registration; User may register and gain access to the Account via the Web Site as part of the Services provided based on the present Regulations or another access channel made available by the Service Provider subject to the rules specified in separate regulations;
  - 1.2. **Regulations** – the present regulations for rendering services electronically;
  - 1.3. **KFC Restaurants** – restaurants belonging to the KFC network run by the Service Provider in the territory of Croatia;
  - 1.4. **Web Site** – the web site available at: [www.kfc.hr](http://www.kfc.hr)
  - 1.5. **Service Provider** – AmRest Adria d.o.o. (registered seat: Trstenička 2, 10000 Zagreb, Hrvatska; company registration number: OIB: 09054463846; tax ID: HR09054463846 e-mail address: [info-hr@amrest.eu](mailto:info-hr@amrest.eu));
  - 1.6. **Hosting Provider** – 3E Kolczynski, Lizewski, Gedziorowski, Rostocki Spolka Jawna (registered seat: ul. Podbipięty 51, 02-732 Warsaw, Poland, e-mail address: [info@3e.pl](mailto:info@3e.pl)) ensuring Web Site hosting services for the Service Provider;
  - 1.7. **User** – a natural person using the Services in accordance with the present Regulations;
  - 1.8. **Order** – an order placed by a User via the Web Site for food, beverages or other articles from the menu of a selected KFC Restaurant that are intended for immediate consumption that are physically supplied by the KFC Restaurant to the address provided by User in regular supplies or to be collected at a KFC Restaurant.
  - 1.9. **Application** - KFC application for mobile devices known as "KFC" available for free of charge download at AppStore and Google Play digital distribution service;

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### **§ 2. General provisions**

1. The present Regulations specify the conditions and principles of rendering services electronically via the Web Site and the Application.
2. The Services are rendered as part of the Web Site by the Service Provider.
3. The present Regulations constitute regulations set forth in E-commerce is generally regulated by the Electronic Commerce Act (which has been fully aligned with EU legislation in Directive 2000/31/EC on Electronic Commerce), the Electronic Money Act, the Trade Act and the Civil Obligations Act on the detailed rules of agreements between the consumer and the business organization.

### **§ 3. Services provided by electronic means**

1. Services rendered by the Service Provider via the Web Site and the Application (herein "**Services**") including:
  - 1.1. informing the Users on the offer of KFC Restaurants;
  - 1.2. enabling the Users to find the closest KFC Restaurants with the use of KFC Restaurants' virtual map;
  - 1.3. enabling the Users to place Orders;
  - 1.4. enabling the Users to register the Account;
  - 1.5. providing the Users access to the Account;
  - 1.6. enabling the Users to monitor the Order;
  - 1.7. enabling the Users to lodge complaints;
  - 1.8. additionally, for the users of the Application:
    - 1.8.1. possibility of receiving push or text message notification on the Order status;

- 1.8.2. possibility of receiving push messages from the Service Provider referring to special offers and promotions;
- 1.8.3. providing the Users access to the promotional coupons available in the Application from time to time.

2. The Services are available for all Internet network users with a reservation that the Services referred to in § 3 par. 1 subpar. 1.2 to 1.8 are available for natural persons with full capacity to perform acts in law. Persons having limited capacity to perform acts in law (including persons between 14 and 18 years old) may use the Services, with consent of their statutory representative. In reference to the Application, the services referred to in § 3 par. 1 subpar. 1.3 to 1.8 are available for natural persons with full capacity to perform acts in law who downloaded and installed the Application on their mobile device.
3. The Services, as referred to in § 3 par. 1 of the Regulations, are rendered free of charge. Placing the Order via the Service constitutes a binding offer with a payment obligation in accordance with the information displayed on the Web Site and on the Application.
4. As part of using the Services, Users must not enter any illegal content, including:
  - 4.1. information and data processed in a way posing a risk of infringement of IT security or stability of the Web Site and Application;
  - 4.2. information infringing intellectual property rights, including copyrights and rights to trademarks belonging to the Service Provider or third parties;
  - 4.3. other information and data infringing mandatory provisions of law.
5. Purchase price is specified next to the goods. The purchase price includes VAT and the cost of packaging.
6. Delivery fee depends on the delivery area. The current shipping fee for a particular shipping address can be found on the Website, and after the delivery address has been selected, the exact delivery fee is displayed into the "Basket" as indicated in Section 4, paragraph 6.
7. Minimal order amount is stated on the webpage, which currently stands at 60 HRK/ 7,9 EUR.
  - 7.1. When using a coupon, the minimum order value is beyond the coupon value (example: if value of the coupon is 60HRK/7,9 EUR, the minimal order amount will be 120HRK/15,8 EUR.)

#### **§ 4. Placing Orders**

1. Orders are carried out in the supply area of particular KFC Restaurants. Information on the possibility to execute an order at the address provided by User and the KFC Restaurant carrying out the order is available on the Web Site and on the Application at the beginning of Ordering. The system automatically checks whether it is possible to carry out a particular Order by a specific KFC Restaurant. If it is impossible to carry out an Order at the provided address, the User is informed about the fact in an adequate notice. Service provider has the right to modify the supply are of particular KFC Restaurant unilaterally.
2. Payment for an Order may be as indicated on the webpage, which currently stands at the User's choice, made upon delivery in cash, VISA or Master Card payment card, or online via the Chipcard payment system.
3. Orders may be placed both by Users having an Account and Users not having an Account.
4. For Users who do not have an Account and want to place an Order, the procedure is:
  - 4.1. fill in the following mandatory fields in the form: town, street and house number, zip code, mobile telephone number, e-mail address;
  - 4.2. confirm the correctness of the mobile telephone number by entering to the Order form a special code received from the Service Provider in a text message;

- 4.3. select the ordered products offered by the KFC Restaurant by ticking them in the Web Site or in the Application offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product or composition;
- 4.4. select the payment method;
- 4.5. place the Order by clicking on "Order and pay".

5. For the Users who have an Account and want to place an Order, the procedure is as follows:
  - 5.1. log in to the Web Site or the Application with the use of their login and password;
  - 5.2. from the list of saved addresses choose the address at which the Order is to be sent or enter a new delivery address;
  - 5.3. select the ordered products offered by the KFC Restaurant by ticking them in the Web Site or Application's offer, select quantity, amount or size of a particular product and, if possible, make modifications for a particular product or composition.
  - 5.4. select the payment method;
  - 5.5. accept the Order clicking "Order and pay".

6. When all the steps specified in § 4 par. 4 and 5 above are properly completed, the Order is accepted for fulfilment. Users may visit the "Cart", check its content and remove or add products any time until placing the Order. The total Order is shown and can be changed or deleted before the User places the Order to identify and amend data entry mistakes.
7. Service Provider confirms the placed order via e-mail within 10 minutes from placing the Order. Should the User not receive the confirmation within 10 minutes from placing the Order, the User shall call the phone number of the KFC restaurant carrying out the Order for clarification of the User's Order (the phone number of the KFC restaurant carrying out the Order is shown on the Web Site after providing the delivery address and in case of using the Application, the User receives it via text message).
8. Orders may be placed by the Users acting on behalf of third parties, including legal entities or organisations without legal personality.
9. Users may request a VAT invoice for the placed Order. To receive VAT invoice, select "VAT invoice" when placing the Order. Users having an Account will be able to save 3 sets of data necessary to issue VAT invoice, and it is possible to search for the identification data with the buyer's tax ID number. Users who do not have an Account will need to provide the data specified on the VAT Invoice each time.

## **§ 5. Registration and access to the KFC Account**

1. KFC Account is registered online by filling in a registration form available on the Web Site in the "Open an Account" tab. Account is registered via the Application by filling in a registration form available in the Application after it is installed and started ("Next" tab).
2. Fields of the registration form that must be filled in are clearly marked.
3. Users enter their personal data necessary so the Service Provider can perform the agreement between the User and the Service Provider, to contact the Users, as well as to open and maintain the Account.
4. After the User fills in and sends the registration form, the Service Provider sends a confirmation of registration and creation of the Account to the electronic mail address specified by the User. The Account is activated when the User clicks on the activation link included in the e-mail sent by the Service Provider.
5. The User gains access to the Account after providing the previously selected login and password. The login and the password are confidential. The Service Provider hereby informs the User that providing access to the login and the password to the third parties may pose a risk for the User's privacy or other legally protected interests.
6. The Account enables:

- 6.1. online monitoring of the Order status;
- 6.2. placing complaints referring to the Order via the form available after logging in to the Account;
- 6.3. receiving text messages about the Order status;
- 6.4. storing the addresses for delivery of Orders;
- 6.5. storing data necessary to issue VAT invoices for maximum three buyers;
- 6.6. editing data referring to the User.

## **§ 6. Technical requirements**

1. The Web Site may be accessed from an internet connected PC equipped with an operational system (Windows, Mac OS, Linux or similar) and an internet browser – Internet Explorer, Opera, Firefox, Google Chrome or Safari in the current version.
2. The Web Site may be also accessed from mobile devices such as smartphones, tablets or palmtops. Use of mobile version of the Web Site is technically possible only with an internet connected mobile device equipped with one of the popular browsers in the current version (Android Browser, Chrome Mobile, Internet Explorer Mobile, Opera Mini or Safari Mobile).
3. Proper use of the Application and the Services rendered via the Application is technically possible only with an internet connected mobile device equipped with the operational system Android 4 or higher version and iOS 8 or higher version.
4. In order to make use of Services based on localization mechanisms (localization of the device on the KFC Restaurants' map) the User needs to have a mobile device equipped with GPS receiver with the GPS function switched on (permit for the Application's access to information on the User's location is required). GPS data is used only for localization of the device on the KFC Restaurants' map, the Service Provider does not store or further process this data.

## **§ 7. Agreement validity and termination of the Services**

1. Users may use Services or terminate them at any time. The agreement on rendering Services connected with the Account is concluded for an indefinite period of time at the moment the Account is activated in accordance with § 5 par. 4 of the Regulations, while the agreement on carrying out the given Order is concluded for a definite period until the Order is delivered to the User. The minimum period of the User's obligations has not been defined, and a User is not obliged to use the Service in any specific period.
2. Termination of the Services may be communicated by an e-mail with the User's declaration sent to the e-mail address: [info-hr@amrest.eu](mailto:info-hr@amrest.eu) or by a letter sent to the Service Provider's address (AmRest Adria d.o.o., Trstenička 2, 10000 Zagreb, Hrvatska), as well as by uninstalling the Application.
3. Considering that the Order contains perishable goods and goods with short quality time, Users do not have the right to withdraw from the Order after receiving the confirmation from the Service Provider.
4. In the event the Service Provider receives a declaration on the User's termination of the Services, the User shall not be charged with any costs of the rendered Service.
5. Execution of the right to terminate the Services in line with the rules defined in this article shall have no impact on completion of Orders and performance of the Parties' obligations referring to the Orders placed by User prior to the date of termination.

## **General terms and conditions**

### **§ 8. Complaints referring to the Orders**

1. Service Provider shall complete the Orders without defects. Service Provider bears liability towards the User under warranty for physical and legal defects of subject of the Order pursuant to provisions of the Croatian Civil Code.
2. Complaints referring to the Orders may be lodged:
  - 2.1. via the Web Site or Application – by Users having KFC Account;
  - 2.2. via telephone at phone number of the KFC Restaurant carrying out the Order – by all of the Users;
  - 2.3. in writing, sent to the address of the Service Provider (AmRest Adria d.o.o., Trstenička 2, 10000 Zagreb, Hrvatska).
3. A complaint should consist of personal details of the person lodging the complaint (first name and surname, correspondence address, and optionally – e-mail address and telephone number), reason of complaint and the User's request.
4. Complaints shall be examined by Service Provider within 14 days from the date of their receipt, unless mandatory provisions of law specify a shorter period.
5. The person placing a complaint will be informed by Service Provider about the method of examining the complaint via a letter sent to the address provided in the complaint or an e-mail – depending on the method of placing the complaint.
6. Complaints referring to physical or legal defects of the products included in the Order shall be considered in accordance with the provisions of the Croatian Civil Code referring to warranty for defects.

### **§ 9. Complaints referring to the Services**

1. Any complaints referring to the Services may be lodged:
  - 1.1. at the electronic address of Service Provider ([info-hr@amrest.eu](mailto:info-hr@amrest.eu)) or
  - 1.2. in writing sent to the address of Service Provider (AmRest Adria d.o.o., Trstenička 2, 10000 Zagreb, Hrvatska).
2. A complaint should consist of the first name and surname of the person lodging the complaint, the reason of complaint and the User's request.
3. Complaints shall be examined in the order in which they are lodged, within 14 days from the date of their receipt by Service Provider.
4. The person placing a complaint will be informed about the method of examining the complaint via a letter or electronic mail – depending on the method of placing the complaint.

### **§ 10. Personal data protection**

1. Service Provider, as data controller of the personal data of Users processes the personal data of Users based on GDPR and when processing is necessary for the performance of a contract or in order to take steps at the request of the data subject prior to entering into a contract in accordance with the provisions of General Data Protection Regulation (GDPR) 2016/679. in accordance with the provisions of the E-Commerce Act.
2. Service Provider processes the following personal data of Users: personal data included in the Account's registration form and the Order form, namely first name, surname, address, phone number, e-mail address, date of Order, products ordered by User, GPS data (location).

3. Service Provider processes the personal data specified in par. 2 above for the following purposes: rendering the Services and fulfilling the Order, maintaining the Account that enables use of the services rendered electronically by the Service Provider, handling complaints.
4. During registration, User may also give consent to processing his or her personal data for marketing purposes, as well as to receiving marketing information from the Service Provider, including offers and promotions referring to the Service Provider, at the electronic mail address and the telephone number provided by the User. Giving such consent is voluntary and the use of Services is not subject to it.
5. Personal data of the Users making payments online via the Chipcard system are provided by the Users themselves to CHIP CARD A.D. BELGRADE with its registered office at: 11010 Belgrade, 8 Bose Milićević Street and we forward them your identification and contact data to enable them to process your payment for Order.
6. Detailed rules of the Service Provider's data processing, the principles of protecting Users' privacy, including the Service Provider's technical means preventing gaining and modifying, by unauthorised parties, the personal data sent electronically have been described in the document titled "Privacy Policy" available on the Web Site.

## **§ 11. Out-of-court dispute settlement**

1. User may make use of out-of-court methods of complaint consideration and claim enforcement such as:
  - 1.1. turning to the Service Provider with his or her claim (address: Trstenička 2, 10000 Zagreb, Hrvatska, e-mail address: info-hr@amrest.eu)
  - 1.2. applying to the The Court of Honour of the Croatian Chamber of Trades and Crafts, Zagreb, Ilica 49/II, sud-casti@hok.hr;
  - 1.3. applying to the competent Mediation Centre;
2. Detailed information on out-of-court methods of complaint consideration and claim enforcement, and the rules of access to the procedures and also any questions you might have regarding your rights or requests for inspection can also be submitted via the Central Information System for Consumer Protection application on the website: <http://prijava.mingo.hr/>

## **§ 12. Other information for the Users**

1. The Regulations may be downloaded free of charge any time in .pdf format at: [www.kfc.hr](http://www.kfc.hr) or at the Application to make it possible for the Users to store it and read it at any time.
2. Agreements on Service rendering are concluded with the Service Provider either in Croatian or in English language upon User's choice.
3. The agreement concluded through the Order and confirmation does not qualify as written agreement, the Service Provider does not file it and it will not be available later.
4. Service Provider hereby informs Users that in reference to Service rendering:
  - 4.1. the Service Provider does not collect any deposits from the Users and does not requires any other type of financial guarantees;
  - 4.2. the Service Provider does not undertake any guarantees and does not offer any post-sales services;
  - 4.3. the Service Provider does not implement any means of protection against content copying or accessing without the Service Provider's consent.
5. Delivery time of the order is indicated on the webpage, but currently stands between 30 and 60 minutes, the exact delivery time will be provided on the order summary page.

## **§ 13. Amendments to the Regulations**

1. The Service Provider may amend the present Regulations for significant reasons, especially:

- 1.1. amendments in the generally applicable legal provisions having direct impact on the content of the present Regulations;
- 1.2. issuance of an order or decision having direct impact on the content of the present Regulations by the court or public administration authorities;
- 1.3. introduction of new functionalities of the Web Site or Application;
- 1.4. preventing infringements of law or infringements of the present Regulations;
- 1.5. removing ambiguities or doubts as to interpretation;
- 1.6. The Service Provider's transformation (change to their legal status), change of the Service Provider's or Hosting Provider's name, change in registration data, identification numbers, address, URL address, e-mail address or the telephone number specified in the Regulations.

2. In any case, amendments to the Regulations shall not impact the User's rights or the Service Provider's obligations arising before the date the amended Regulations become binding for the Users.
3. The Service Provider shall inform about the amendments to the Regulations on the Web Site and in the Application, as well as in an e-mail message sent at the address associated with the KFC Account.
4. Amendments to the Regulations shall be binding for Users who do not terminate the Services in 30 days from the date of informing about the amendments in accordance with § 7 par. 2 of the Regulations.

#### **§ 14. Final provisions**

1. In any matters not regulated herein, legal provisions generally binding in Croatia shall apply, including the provisions of the Croatian Civil Code and the E-Commerce Act.
2. Any disputes shall be settled by a regular court specified in accordance with the provisions of Act Civil Procedure Act.

AmRest Adria d.o.o.