

Modification of the T&Cs

These T&Cs and the documents integrated by reference express the entire agreement between you and Delivery-spot relative to your use of the Services. Any other document, notably any mention on the Platform (FAQ, etc.), is for guideline purposes only.

Delivery-spot may modify these T&Cs in order to adapt to its technological and commercial environment, and to comply with the legislation in force. Any modification to these T&Cs will be published on the Platform with mention of the date of effect, and you will be notified by Delivery-spot before it takes effect.

15. Applicable law – Dispute

These T&Cs are written in English and subject to English law.

You can also, if necessary, present your complaints relative to our Platform or our Services on the dispute resolution platform placed online by the European Commission. The European Commission will send your complaint to the competent national ombudsman. In compliance with the rules applicable to mediation, you are bound, before any request for mediation, to have notified Delivery-spot writing of any dispute in order to obtain an amicable solution.

USE OF THE SERVICES

As a condition of your use of the Services, you warrant that (I) all information supplied by via the Services to the Delivery-spot is true, accurate, current and complete, (II) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (III) you are 18 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to our websites, and (IV) you possess the legal authority to enter into this Agreement and to use the Services, including our websites in accordance with all terms and conditions herein. The Delivery-spot does not knowingly collect the information of anyone under the age of 18. We retain the right at our sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third party sites, you understand that you are solely responsible for any information that you share with the Delivery-spot. You may access the Services solely as intended through the provided functionality of the Services and as permitted under this Agreement.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of Delivery-spot. To request permission, please direct your request to:

office@delivery-spot.com

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you must safeguard your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a Delivery-spot account for commercial purposes and are accepting this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words "you" and "your" as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a "Business Representative."

Through your use of the Services you may encounter links to third party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third party sites and apps. Please be aware that third party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where the Delivery-spot provide details of fees or charges for such third party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Delivery-spot is in no way responsible or liable for any such third party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that Delivery-spot may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

Operation, availability and functionalities of the Platform

Delivery-spot shall try as far as possible to maintain the Platform accessible 7 days a week and 24 hours a day. Nevertheless, access to the Platform may be temporarily suspended, without notice,

owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network.

Furthermore, Delivery-spot reserves the right to modify or suspend all or part of access to the Platform or its functionalities, at its sole discretion, temporarily or permanently.

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CUSTOMER ASSISTANCE

If you have any questions about this Agreement, please contact us by email or physical mail at: office@delivery-spot.com

Revised and Effective as of December 1, 2021

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