



## Foodify App Terms and Conditions

Last updated: 1 December 2025

### 1. Service Description

Foodify is a multi-restaurant ordering and delivery platform that allows registered users to browse restaurants, place pickup or delivery orders, earn and redeem loyalty points, participate in promotional games such as the Lucky Wheel, and track couriers in real time. Foodify may also provide customer support chat, push notifications, personalization settings, and integrations with payment processors. Foodify acts as the facilitator of orders and coordinates with restaurant and courier partners; Foodify does not itself prepare food.

### 2. Eligibility

You must be at least the age of legal majority in your jurisdiction (18 years in most locations) and legally capable of entering into contracts to use the Foodify App. If you are between 13 and 18, you may use the Foodify App only with consent from a parent or legal guardian who accepts these Terms on your behalf. You may not use the Foodify App if you have previously been banned or if applicable law prohibits you from receiving similar services.

### 3. Account Registration and Security

To access certain features, you must register an account using accurate and complete information including your name, phone number, email address, and delivery locations. You agree to keep this information updated. You are responsible for maintaining confidentiality of your login credentials. You must notify Foodify immediately if you suspect identity theft or misuse. Foodify may suspend or terminate accounts at its discretion for fraud or violations.

### 4. Permissions and Device Requirements

The Foodify App requires device permissions such as camera, location, notifications, and background services for proper operation. By enabling these permissions, you consent to their use for order fulfillment, courier routing, and loyalty features. Foodify may retrieve device identifiers solely for

security, notifications, diagnostics, and fraud prevention.

## **5. Orders, Payments, and Delivery**

When you place an order, you enter into a direct contract with the restaurant. Foodify is not responsible for menu accuracy, allergens, or food quality but may assist with resolving disputes. Prices include applicable taxes unless stated otherwise. You authorize Foodify and its payment partners to charge your selected payment method. Orders may be canceled due to restaurant or courier constraints. Delivery times are estimates only and may vary due to conditions outside our control.

## **6. Loyalty, Promotions, and Gamified Features**

Foodify may provide loyalty points, coupons, promo codes, and in-app games. These features may change or be discontinued at any time. Points and rewards have no cash value and may expire.

Foodify may disqualify users abusing promotions including creating duplicate accounts or automation misuse.

## **7. Acceptable Use**

You agree not to reverse engineer the Foodify App, use it unlawfully, send fraudulent orders, harass couriers, disrupt servers, bypass authentication, upload harmful code, or violate intellectual property rights. Automated tools or scraping are prohibited without written consent.

## **8. User Content and Feedback**

You may submit reviews, messages, or instructions. You retain ownership of your User Content but grant Foodify a license to use it to operate and improve the service. You confirm you have rights to your submitted content. Foodify may remove or refuse content at its discretion.

## **9. Data Privacy**

Foodify collects and processes data such as location, contact information, payment references, loyalty balances, logs, and support messages. Data practices are described in the Privacy Policy. Data may be transferred to jurisdictions with different privacy protections. You may adjust notifications and privacy settings or request account deletion by contacting support.

## **10. Third-Party Services**

The Foodify App may integrate with third-party services such as payment processors and mapping providers. Use of those services is subject to their own terms. Foodify is not responsible for external content or services.

## **11. Intellectual Property**

All intellectual property including software code, designs, trademarks, and content belongs to Foodify or its licensors. You receive a limited, non-exclusive, revocable license to use the app. You may not copy,

modify, distribute, or sell the app. Feedback you submit may be used by Foodify without obligation.

## **12. Updates and Availability**

Foodify may release updates or modify features without notice. Services may be interrupted due to maintenance or factors outside our control. Foodify does not guarantee continuous operation.

## **13. Termination and Suspension**

You may stop using the Foodify App at any time and request account deletion. Foodify may terminate or suspend access for Terms violations, fraud, or legal compliance. Certain obligations survive termination including intellectual property, liabilities, and dispute provisions.

## **14. Disclaimers**

The Foodify App is provided on an AS IS and AS AVAILABLE basis without warranties. Foodify does not guarantee error-free operation or outcomes. Restaurants are responsible for compliance and food preparation.

## **15. Limitation of Liability**

Foodify is not liable for indirect or consequential damages including lost profits, data loss, or business interruption. Foodify's total liability will not exceed the greater of 100 USD or the amount you paid in the six months prior. Some jurisdictions may not allow these limitations.

## **16. Indemnification**

You agree to indemnify and hold harmless Foodify and its partners from claims arising from your use of the app, violation of Terms, submitted content, or infringement of third-party rights.

## **17. Governing Law and Dispute Resolution**

These Terms are governed by Tunisian law. Disputes must first be addressed through good-faith negotiation. If unresolved after 30 days, disputes shall be submitted to binding arbitration in Tunis under the rules of the Tunisian Arbitration Centre. Class actions are waived. Either party may seek urgent injunctive relief.

## **18. Changes to These Terms**

Foodify may update these Terms and will update the effective date. Continued use of the app indicates acceptance. If you do not agree, you must stop using the app and request deletion.

## **19. Miscellaneous**

These Terms constitute the entire agreement. Invalid provisions do not affect the remainder. You may not transfer your rights without written consent. Foodify may assign these Terms as part of a merger or acquisition. No waiver is ongoing unless stated explicitly.

## **20. Contact and Support**

For questions or support, contact Foodify Support at [support@foodifytn.app](mailto:support@foodifytn.app) or +21629572521.