

## **Terms of Use – Paradise Foods App**

These Terms of Use set out the conditions under which customers ("**Customer**", "**you**") may access and use the Paradise Foods mobile application ("**App**"), which is made available by the Paradise Foods Entity identified in section 22 of the T&C ("**Paradise Foods**", "**we**"). By installing or using the App, you confirm your acceptance of these Terms of Use. Please review them carefully before proceeding.

### **1. General Provisions**

- 1.1 Your access to and use of the App require your prior agreement to these Terms of Use. If you do not accept them, you are not permitted to use the App. Should you be using our services on behalf of a corporation, partnership or other legal entity ("**Organisation**"), you confirm and guarantee that (a) you act with proper authority on behalf of that Organisation and (b) you are authorised to bind the Organisation to these Terms of Use.
- 1.2 The most recent version of these Terms of Use is available on our website, where it may also be saved or printed for future reference.

### **2. Permitted Use**

- 2.1 The App is made available by Paradise Foods for download at no charge. By downloading it, you enter into a free-of-charge usage agreement with Paradise Foods.
- 2.2 Your use of the App also remains subject to the applicable terms of the Apple App Store, Google Play Store or any other app marketplace ("**App Store**") through which you obtained it. Those terms apply alongside ours. The respective App Store also provides additional information regarding file size, compatibility, available languages and similar technical aspects.
- 2.3 A functioning (mobile) data connection is required for installation and use of the App. Any related charges are your sole responsibility. Depending on your data plan or usage patterns, additional costs may arise. Please consult your provider regarding applicable fees.
- 2.4 Settings, saved results and the user experience may vary between devices and may not be transferable across them. If you uninstall the App or switch devices, reinstallation may not restore previous settings. We do not guarantee identical performance across different network types. In particular, mobile data connections may lead to longer response times compared to Wi-Fi.
- 2.5 You are responsible for maintaining your device in a condition suitable for running the App. We provide compatibility information to the best of our knowledge, but due to the vast number of device, network and operating system combinations, flawless performance cannot be assured in every scenario.
- 2.6 We aim to ensure continuous availability and smooth performance of the App. However, we cannot be held responsible for interruptions or outages caused by your own actions, third parties outside our sphere of responsibility, or events of force majeure as recognised under case law.

### **3. Updates and Improvements**

- 3.1 We continually enhance and refine the App. Essential updates needed to maintain functionality will be provided to you in a timely manner. Paradise Foods may, where necessary, temporarily suspend or restrict access in order to implement maintenance or updates.
- 3.2 You will receive the App in the version currently offered through the relevant App Store. Updates and upgrades will likewise be delivered via that App Store.
- 3.3 Because the App is under ongoing development, we may introduce new or enhanced features, premium functionalities, or discontinue or modify existing ones. We will inform you of such changes through appropriate channels.
- 3.4 Updates or upgrades may alter system requirements or compatibility. While we endeavour to maintain backward compatibility, if you do not install an available update within a reasonable period, we cannot accept liability for resulting inconvenience or diminished App performance.

### **4. Prohibited Conduct**

- 4.1 The following actions are strictly prohibited:
  - 4.1.1 any behaviour interfering with, disrupting or impairing the proper functioning of the App;
  - 4.1.2 any attempt to penetrate, manipulate or interfere with our systems;
  - 4.1.3 misuse or diversion of system resources;
  - 4.1.4 circumventing or breaching security or authentication mechanisms;
  - 4.1.5 actions infringing upon our financial, commercial or intellectual interests or those of other users;
  - 4.1.6 use of the App in ways inconsistent with its intended purpose; and
  - 4.1.7 violations of these Terms of Use or applicable law.
- 4.2 Any such breach may result in claims for damages and may trigger criminal liability depending on the circumstances.

### **5. Intellectual Property**

- 5.1 The App is protected by copyright. All rights remain reserved by us. Apart from downloading and installing the App on your own device, any reproduction, distribution (physical or digital), modification, editing or extraction of content for separate commercial use is prohibited.
- 5.2 We grant you a non-exclusive, non-transferable and non-sublicensable right to use the App, revocable at any time, for the purposes of accessing the services provided by Paradise Foods and its subsidiaries. Installation on your own devices is permitted. Any further use - including

use of images, logos or product descriptions - requires our explicit consent. In particular, you may not systematically extract App content (e.g., via “scraping”) or use such content outside the App.

- 5.3 Logos, trademarks, trade names and product names featured in the App serve illustrative and usability purposes. Rights in third-party marks belong to their respective owners and licensees. With the exception of Paradise Foods-owned brands, all such identifiers remain the property of the relevant rights holders.

## **6. Right of Withdrawal; Expiry**

- 6.1 If you download the App as a consumer for purposes unrelated to commercial or self-employed activity, the following applies unless section 6.2 states otherwise:

### **Right of withdrawal**

You may withdraw from the contract within fourteen days without giving reasons. The withdrawal period begins on the day you, or a third party designated by you who is not the carrier, take possession of the goods.

To exercise this right, you must inform us (Paradise Foods Entity in accordance with section 22 of the T&C, e-mail: [hello@paradisefoods.com](mailto:hello@paradisefoods.com), phone + 596 696 76 88 66) clearly and unambiguously (e.g., by letter or e-mail). The enclosed sample withdrawal form may be used but is not mandatory.

Sending notice of withdrawal before the withdrawal period expires suffices to meet the deadline.

### **Effects of withdrawal**

Upon withdrawal, we will reimburse all payments received from you, including standard delivery charges (excluding any additional costs for a delivery method chosen by you that is more expensive than our cheapest standard option). Reimbursement will be made promptly and no later than fourteen days after receipt of your withdrawal notice, using the same payment method employed in the original transaction unless otherwise expressly agreed. No fees will be charged for this reimbursement.

We may withhold reimbursement until we receive the returned goods or until you provide proof of return, whichever occurs first.

You must return the goods promptly and no later than fourteen days from notifying us of the withdrawal. The deadline is deemed met if the goods are dispatched before it expires. You bear the direct costs of return shipment. You are liable for any diminished value of the goods resulting from handling beyond what is necessary to assess their condition, characteristics and functioning.

### Sample withdrawal form

(If you want to revoke the contract, you can optionally fill out this form and send it back to us).

To: [Paradise Foods Entity address]

E-mail: [hello@paradisefoods.com](mailto:hello@paradisefoods.com)

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*), ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in the case of notification on paper)

Date

(\*) Delete as applicable.

- 6.2 The right of withdrawal ends once we begin fulfilling the usage agreement (i.e., when the App download begins).

## 7. Warranty and Liability

- 7.1 Statutory warranty rules apply to material and legal defects of the App. Claims for damages, however, follow the provisions set out below. Warranty claims may be submitted through our customer service, either via the App or at [hello@paradisefoods.com](mailto:hello@paradisefoods.com).
- 7.2 We are liable without limitation where claims are based on intent, gross negligence, assumed guarantees, fraudulent concealment of defects, or injury to life, body or health.
- 7.3 In cases of slight negligence causing damage to property or financial losses (excluding the scenarios in section 7.2), our liability is limited to breaches of essential contractual obligations and to such damages that were foreseeable and typical at the time the contract was concluded. Cardinal duties are those that are fundamental to proper contractual performance and on which the contractual partner routinely relies. Any further liability is excluded.
- 7.4 The above exclusions and limitations also apply to the liability of our employees, agents, representatives, vicarious agents and affiliated companies.

## 8. Cookies, Similar Technologies and Data Protection

The App uses cookies and comparable technologies. Some are essential for its operation; others are used only with your consent for features, analytics or personalised marketing. Details may be found in our privacy policy at [https://business.paradisefoods.com/storage/privacy\\_policy/en/PrivacyPolicy.pdf](https://business.paradisefoods.com/storage/privacy_policy/en/PrivacyPolicy.pdf).

## **9. Duration and Termination**

- 9.1 The user agreement is concluded for an indefinite term. You may terminate it at any time by uninstalling the App. Deleting your user account, however, requires a separate action, preferably performed via the App before uninstalling it. Account deletion is irreversible.
- 9.2 We may terminate the user agreement with two weeks' notice. You will be informed of such termination appropriately (e.g., by e-mail).
- 9.3 We may terminate extraordinarily if (i) we lose the right to operate the App or (ii) we discontinue its operation. In such cases, all agreements related to the use of the App may be terminated with immediate effect. Any other statutory termination rights remain unaffected.
- 9.4 The right to terminate for cause at any time remains unaffected. We may terminate for cause especially if you culpably and repeatedly violate these Terms despite prior warning. In severe cases, immediate termination without warning is permissible.

## **10. Applicable Law and Jurisdiction**

- 10.1 These Terms of Use are governed by the laws of such country the Paradise Foods Entity you are contracting with in accordance with section 22 of the T&C has its seat except for its conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods does not apply. If you qualify as a Consumer, mandatory consumer protection provisions applicable under Article 6(2) Regulation (EC) 593/2008 remain unaffected.
- 10.2 For disputes arising from or in connection with the use of the App or these Terms, the exclusive place of jurisdiction shall be
  - 10.2.1 In case your contracting Paradise Foods Entity is PARADISE FOODS F.W.I. SAS: Fort-de-France, Martinique,
  - 10.2.2 In case your contracting Paradise Foods Entity is PARADISE FOODS SVG LTD: Kingstown, Saint Vincent and the Grenadines,
  - 10.2.3 In case your contracting Paradise Foods Entity is PARADISE FOODS BRB LTD: Bridgetown, Barbados,

in each case, provided that the Customer is a merchant or if the Customer is a legal entity under public law or a special fund under public law, or if the Customer has moved its residence or habitual abode abroad after these Terms have become effective, or if the residence or habitual abode of the Customer is not known at the time the action is filed.

## **11. Consumer Dispute Resolution**

In the event of a dispute between the Consumer and Paradise Foods that could not be resolved through our internal complaint-handling process, the Consumer may submit the dispute free of charge to the following consumer mediator:

**CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice, 14 rue Saint-Jean de Beauregard, 91400 Orsay, e-mail: [cm2c@cm2c.net](mailto:cm2c@cm2c.net), website: [www.cm2c.net](http://www.cm2c.net).**

Further information on consumer mediation is available at: <https://www.economie.gouv.fr/mediation-conso>. The Consumer may also refer to Articles L. 616-1 and R. 616-1 of the French Consumer Code regarding the right to mediation.

## **12. Language and Severability**

- 12.1 The binding contractual language is English. Translations serve solely for convenience. In case of inconsistencies, the English version prevails.
- 12.2 Should any provision of these Terms of Use be invalid, the remaining provisions remain effective. Invalid clauses will be replaced by the applicable statutory rules.