



TERMS AND CONDITIONS

www.taco-bell.ro, www.comanda.taco-bell.ro

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By using these websites, you agree to these conditions of use.

The access and use of these websites are subject to the following conditions of use and all applicable laws and regulations. By accessing and using the websites, you accept, without limitation or qualification, these conditions and acknowledge that any other agreements between you and TACO BELL are superseded by the provisions of these conditions of use. Regarding the processing of your personal data in the context of interacting with these websites, please consult the Privacy Policy, as well as the Data Protection Policy, with applicability for the data processed via the website, available on: www.taco-bell.ro and comanda.taco-bell.ro.

If you do not agree or accept, without limitations or qualifications, the conditions of use of these Websites, please leave these Websites. Visiting the Websites implies accepting the conditions of use which shall be detailed below. For the good use of the Websites, it is recommended for you to read the terms and conditions carefully.

The websites www.taco-bell.ro and comanda.taco-bell.ro (the "Websites") are managed by CALIFORNIA FRESH FLAVORS SRL, a company registered at the Trade Register under no. J40/9570/2017, having the Tax Identification Number 37783734, with the registered office in 239 Calea Dorobanti, room 11, 2nd floor, Sector 1, Bucharest.

Definitions

For the purposes and implementation of this document, the following terms shall have the meaning provided for as follows:

"Order" means an order placed by a Customer/User via the Websites regarding the Product(s) selected by the Customer/User.

"Contract" means a contract concluded between the Customer/User and the Company regarding an Order and the picking up of the Order. Please note that the provision of the correct and complete delivery details, at the time of the order, is the responsibility of the Customer/User, and the Company shall be exempt from liability for any incident or damage that may occur from not entering a correct delivery address. The Customer/User guarantees that the details regarding the delivery address entered are correct and complete at the time of the order. There must also be a guarantee that there are sufficient funds to make the payment.

"Document" means any reference to this document, to the Privacy Policy, to the Personal Data Protection Policy, to any order form and to the payment instructions provided for by the Customer/User.

Customer/User refers to the person who accesses/persons who access the websites or app and places an order, as appropriate.



“Platform” refers to the Company’s Websites.

“Products” means any range of products from the menu displayed on the Websites and which can be ordered by Customers/Users.

“Customer”/“User” means any person who creates an account on the Websites to place orders.

The purpose of using the Websites is to obtain information and access to the services provided through them. Any use for purposes other than this is not permitted. In order to gain access to the Websites and the services and information made available through them, you must obtain access to the World Wide Web, directly or through other devices through which Internet services can be accessed by paying any fee related with this access. In addition, you must have all the equipment you need to make this connection to the World Wide Web, including a computer and a modem or other access equipment.

CALIFORNIA FRESH FLAVORS SRL does not undertake responsibility for the security of this website or your line of communication with it. The term “visitor” of the website means any person who shall access the website. The term “user” of the website means any “visitor” who registers as a “user” by filing out a registration form.

We reserve the right to make changes to these Terms and Conditions, as well as any changes to the websites without prior notice. By accessing the Terms and Conditions page, you can always read the latest version of these provisions.

Are not allowed:

1. copying, multiplying, distributing, archiving or storage, by any means, including electronic, magnetic or computerised, of the materials and information existing on these websites;
2. attempting to intervene, by any means, in the content of these websites, deleting or amending by any means the published materials and information, or attempting to act for this purpose;
3. attempting to scan, probe or test the vulnerability of any system within the CALIFORNIA FRESH FLAVORS SRL network or accessing any servers or services in the CALIFORNIA FRESH FLAVORS SRL network that are not public, without explicit written authorisation from CALIFORNIA FRESH FLAVORS SRL;
4. attempting to intervene in the operation of the hosting servers or in the network of CALIFORNIA FRESH FLAVORS SRL by any means, including attacking them by “flooding” or “DOS”;
5. using any e-mail addresses published via the website for their distribution on mailing lists, for sending commercial e-mails (“spamming”) or for any purpose other than the sending of justified personal e-mails, without the written consent of the owners of these addresses.

The availability of the Service

CALIFORNIA FRESH FLAVORS SRL reserves the right to change or interrupt, temporarily or permanently, partially or totally, the services made available to the visitors and users via these websites, with or without prior notice. CALIFORNIA FRESH FLAVORS SRL is not liable to the users, any third natural/legal person or institution for changing, suspending or interrupting the services available via the websites. CALIFORNIA



FRESH FLAVORS SRL may change the content and conditions of use of the websites at any time. The new conditions become valid when they have been made public by registering on these websites and are not retroactive.

The order

The Products shall be found on the Websites of TacoBell Romania, as well as the details regarding them, in order to carry out the Pickup Orders. We recommend that you consult the “Nutritional, Allergens, Grams” list before placing an order, or at any time you deem necessary, in order for you to have information about the products ordered, or those that you want to order.

The products purchased from the Websites are intended only for own consumption, the User, guaranteeing that the goods purchased are not for resale and acting as buyer, on its own behalf and not as an intermediary for another party.

By completing the Order, you confirm that all data provided, necessary for the ordering process, is correct, complete and true at the time of placing the Order. We shall take all reasonable measures to keep your order details and payment security. By completing the Order, you agree to be contacted by phone or e-mail in any situation where it is necessary to contact the Customer/User.

Any Order you place is conditioned by the availability of the products, as well as by the capacity to prepare them by the chosen restaurant. If the ordered Products and their preparation capacity are available and the order details are correct, the order shall be confirmed by e-mail. The confirmation message shall specify the order details: the order number, the day and time chosen to pick up the order, the restaurant chosen to pick up the order and its address, the order summary and its value.

For reasons of hygiene and health protection, you cannot return the ordered Products.

Order cancellation

If you want to cancel an order, you must notify us immediately, preferably by phone at 021/2039000, number with normal rate, from Monday to Sunday, between 10:00 and 22:00 or at **contact@taco-bell.ro**, sending the order number. If the cancellation is accepted, no additional cancellation fee applies. If the order cancellation is refused due to the fact that it has been fully prepared and is ready to be picked up, the order cannot be cancelled.

If the cancellation was requested in time and the cancellation of the order was accepted, we shall refund or re-credit your debit with the total amount within up to 14 business days.

We reserve the right to remove any product from these Taco Bell Romania Websites at any time, on a discretionary basis and/or to remove or amend any material or information from the Websites. Although we make every effort to always process all the orders placed, there may be exceptional circumstances that require us to refuse to process an order after sending the Order Confirmation message and we reserve the right to do so at any time. We shall not be liable towards you or any third party for removing any product from the Websites, for removing or amending any material or content from the Websites, or for not processing an order after we have sent you the Order Confirmation message.



Also, the order placed by the Customer/User may be cancelled, without any prior notice and without any subsequent obligation of any party to the other or without any party being able to claim damages from the other in the following cases:

- (a) The non-acceptance by the issuing bank of the Customer's/User's card, of the transaction, in case of online payment;
- (b) The invalidation of the transaction by the approved card processor, in the case of online payment;
- (c) The data provided by the Customer/User on the Websites or the mobile app are incomplete and/or incorrect.

Registration obligations

In order to be able to buy/order from comanda.taco-bell.ro, you must enter your data on the website.

For information on the processing of personal data, the purpose of the request, their legal basis and the need for your consent, please consult the Privacy Policy and the Data Processing Policy, applicable to the data processed via the website, available on: www.taco-bell.ro or on comanda.taco-bell.ro.

By using the service, you declare that you shall provide real, correct, current, complete and unaltered information about yourself.

Price and payment methods

The prices shown include VAT. The purchase price shown on the tax receipt/invoice shall be the same as the one shown on the website at the time of purchase.

Regarding the payment orders, this can be done by the following methods:

- In the restaurant: cash, payment by card, meal vouchers;
- Online: payment by card (we do not store card data or data related with it, for example, the name on the card, the CVV, etc., in the records of the transactions that we store are found only the last 4 digits of the card used). The payments are processed by Nuvei - Safecharge, 9 Kafkasou, Aglantzia, CY 2112, Nicosia, Cyprus; <https://nuvei.com/en-emea/contact/>.

Information regarding the pickup of the orders

The orders sent via the Taco Bell Websites can be picked up from the chosen restaurant only during its operating hours. The confirmation for picking up an order must be sent before arriving at the restaurant. No orders can be picked up after the restaurant closes.

If for any reason you cannot pick up your order from the restaurant and you have paid online by card, please contact us. If, for technical reasons, your order cannot be taken over, but has been paid online by card, the transaction shall be cancelled and the amount refunded. You can write to us



at contact@taco-bell.ro or call at 021/2039000, number with normal rate, from Monday to Sunday, between 10:00 and 22:00.

Order via Partners

We inform you that the Company may have concluded partnerships with companies such as Foodpanda, Glovo, etc. (the listing is not limited) – hereinafter “Partners”.

Please access the Partners’ websites to consult all the details related to the orders placed through them.

The Company shall not be liable for any actions and/or inactions of the Customers/Users or for any direct and/or indirect damages resulting from the use of the Partners’ websites to order the Products through them.

Copyright

The copyright for the information on these websites is owned by CALIFORNIA FRESH FLAVORS SRL or its affiliates/partners. No material on these websites may be reproduced in part, in whole or amended without the express written permission of CALIFORNIA FRESH FLAVORS SRL. The content of these websites, the texts, the graphics, the photos, the software, the logos and any other materials present on the website are protected by the copyright law and are the property of CALIFORNIA FRESH FLAVORS SRL or its affiliates/partners. It is prohibited to create links to this website from other websites or vice versa, without prior written consent. In situations where this happens without the written consent of the company CALIFORNIA FRESH FLAVORS SRL, the latter does not undertake responsibility for unaffiliated websites with which the website may be linked, for materials posted on this website by persons other than those authorised by CALIFORNIA FRESH FLAVORS SRL and reserves the right to request the sanctioning according to the legislation in force of any such action.

The reproduction, copying, multiplication, sale, resale or exploitation of a part of the services, the access, the use of the services or information made available by American CALIFORNIA FRESH FLAVORS SRL through the websites in a way that breaches the Romanian or international law in matters of copyright and intellectual property, involves the civil or criminal liability for such actions. CALIFORNIA FRESH FLAVORS SRL reserves the right to prevent by any means and to demand the sanctioning under the law into force of the persons involved in the destruction or alteration of the website, its content or security or the attempt to attack or discredit CALIFORNIA FRESH FLAVORS SRL or its partners, their products, services and employees. Any dispute relating to these websites is within the jurisdiction of the courts of common law in Romania.

In order to claim the intellectual property rights, you may use the e-mail address: contact@tacobell.ro.

Privacy Policy

The aspects mentioned below shall be completed and interpreted together with the provisions of the Data Protection Policy, with applicability for the data processed through the websites, available on the website, as well of the Privacy Policy, available on: www.taco-bell.ro or comanda.taco-bell.ro.



The personal data may be disclosed without your consent in case of litigation/disputes regarding payment frauds to the following recipients: the banks involved in online payments, the International Card Organisations and Service/Product Providers, according to the Law, to the competent authorities, respectively.

According to the requirements of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), CALIFORNIA FRESH FLAVORS SRL must manage safely and only for the specified purposes, the personal data you provide us about you, a family member or another person.

The purposes of data collection are marketing, advertising, statistics and electronic communications services. The refusal to provide data prohibits you from participating in contests or accessing certain services of the company's websites. CALIFORNIA FRESH FLAVORS SRL processes the e-mail addresses of users through the websites. The e-mail addresses shall be stored in computerised databases. According to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, you benefit from the right of access, intervention on the data, the right not to be subject to an individual decision and the right to address the court. At the same time, you have the right to object to the processing of personal data concerning you and to request the erasure of the data. In order to exercise these rights, you can contact us by e-mail at **protectiadatelor@taco-bell.ro** or by a written request, dated and signed at the correspondence address in Bucharest, 239 Calea Dorobanților, 2nd floor, Sector 1. CALIFORNIA FRESH FLAVORS SRL undertakes not to make public the e-mail addresses of the users and not to disclose it to a third party, unless it is expressly agreed between the partners, unless in this case it is necessary to comply with the law and/or the legal proceedings.

CALIFORNIA FRESH FLAVORS SRL is not liable for the attacks aiming at theft or vandalism and that could lead to the disclosure or compromise of data.

CALIFORNIA FRESH FLAVORS SRL does not undertake any responsibility for the situations in which the user publishes its address or any other personal data, on its own initiative, in a public message, on any of the pages of the website.

Product responsibilities

CALIFORNIA FRESH FLAVORS SRL does not undertake responsibility and cannot be held responsible for any damages caused by the use of the products purchased through this website, for purposes other than those mentioned by the manufacturer.

Limitation of liability

CALIFORNIA FRESH FLAVORS SRL shall not be liable for any direct, indirect, accidental, special damages, including, but not limited to, damages for profit losses, goodwill, possibility of use, data or other intangible or immeasurable losses (even if CALIFORNIA FRESH FLAVORS SRL has been previously informed of the possibility of the occurrence of such losses), resulting from:

1. the use or impossibility to use the information on the websites;



2. the cost of purchasing complementary goods or services resulting from any goods, data, information or services purchased or obtained, received messages, transactions initiated via/from the websites;
3. the unauthorised access to, or damage of the user transmissions or data;
4. the statements or actions of any third party on the websites' services;
5. any other issue related to the websites' services.

If any material made available on the websites, posted on the website by third parties or users is deemed to breach the copyright or any other rights, it is necessary to report this situation to the mailing address in Bucharest, 239 Calea Dorobanților, 2nd floor, Sector 1, or to the e-mail address: contact@taco-bell.ro.

These websites are provided in this form without any other guarantees. CALIFORNIA FRESH FLAVORS SRL is not and may not be held responsible for inconsistencies, unavailability or other defects of these websites or their content.

Disputes

By using, viewing or purchasing the products on these websites, the user has become aware that the Romanian laws shall govern the above Terms and Conditions and any dispute of any kind that may arise between the user and CALIFORNIA FRESH FLAVORS SRL. In case of possible conflicts between CALIFORNIA FRESH FLAVORS SRL and its customers, we shall try first to settle them amicably in at least 30 business days. If an amicable settlement shall not be possible, the dispute shall be settled at the competent court in accordance with the Romanian laws in force.

Protection of personal data belonging to minors

The TacoBell Romania websites are not dedicated to minors.

If a parent or a holder of parental authority notifies the processing of personal data belonging to persons under the age of 18, the Company shall immediately delete/destroy this data from the means of processing and storage.

If article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, applies with regard to the provision of information society services directly to a child, the processing of a child's personal data is lawful if the child is at least 16 years old. If the child is under the age of 16, such processing is lawful only if and to the extent that the consent is given or authorised by the holder of the parental liability over the child.

We recommend for the parents/guardians to regularly check and monitor how their e-mail address is used, as well as the online activities that their children carry out. Please make sure that your child has requested your prior permission before sending us personal data online.



Miscellaneous

If any of the above clauses is found to be void or invalid, for whatever reason, this shall not affect the validity of the other clauses. Upon accessing and interacting with the website, the customer accepts without objection the Terms and Conditions of Use, their value being the same as a valid contract concluded.

On 01.06.2020, Order no. 966/1.809/105 regarding the establishment of specific measures to prevent the spread of the SARS-CoV-2 virus entered into force. According to art. 4(l) there is the obligation to keep, by the economic operators in the public food service field, a “register of the reservations” which should include factual data of the customers who serve meals on terraces (e.g. surname/first name(s), phone number), so that, if necessary, an epidemiological inquiry can be carried out. The processing of these data is done under the law.

By agreeing to these Terms and Conditions, the customer fully undertakes the rights and obligations arising from the interaction with the websites www.taco-bell.ro and comanda.taco-bell.