

TouchMenu

TERMS AND CONDITIONS

Applicable to TouchMenu Users - touchmenuapp.com

TOUCHMENU JSCo.
Sofia, Mladost district, 40 Tsarigradsko Shose Blvd,
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EIK 207659966 · VAT BG207659966

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TERMS AND CONDITIONS APPLICABLE TO TOUCHMENU USERS - TOUCHMENUAPP.COM

These general terms and conditions for users ("Terms and Conditions") apply when loading the touchmenuapp.com domain in a browser and any use of the touchmenuapp.com platform. These General Terms and Conditions are not applicable to the owners of commercial establishments – in relation to the latter, the General Terms and Conditions applicable to commercial establishments apply.

1. Definitions

- "Offer" are all goods (products, meals, drinks and others) and services offered by a Commercial Site that can be ordered by a User through the Platform.
- "Order" is an Order placed by a User to a Merchant through the Platform in relation to the Offer selected by the User, incl. and reservations for the provision of specific services.
- "User" is any person who has loaded the touchmenuapp.com domain in their browser, respectively accessing the Platform, viewing its content and/or placing an Order through it. The term "user" also includes users as defined below.
- "User" is any user who is a natural person who acquires goods or services that are not intended for carrying out a commercial or professional activity and any natural person who, as a party to a contract, acts outside the scope of his commercial or professional activity (in compliance with the definition of "consumer" under the Consumer Protection Act).
- "Agreement" is an agreement between the User and the Merchant regarding an Order and the delivery or receipt of the Order on site.
- "Goods" is any movable tangible thing, incl. one that contains digital content or a digital service or is interconnected with digital content or a digital service in such a way that the absence of the digital content or digital service would prevent the good from performing its functions.
- "Platform" means the touchmenuapp.com website, applications, tools and other devices of touchmenuapp.com and its related companies and business partners through which the Service is provided.
- "Commercial entity" is a company that prepares and sells meals, food, drinks and other related products, as well as provides services, and uses the mediation of the Platform to conclude the Agreements and organize payment under them.
- "Information about the Commercial Site" is the information about a relevant Commercial Site, which includes address of the site, contact details, logo, photos of the site, name of the site, characteristics and description of the site, product catalog/assortment, prices for each individual product (with VAT), delivery areas (including postal codes), delivery prices and minimum order amounts.
- "Service" includes the commercial services and/or activities offered to the User by touchmenuapp.com, which include the publication of the Offer, facilitating the conclusion of Agreements through mediation and delivery of the Orders to the relevant Commercial Site.
- "Online Marketplace Provider" means any merchant that supplies an Online Marketplace to Users. Touchmenu JSCo. is an Online Marketplace Provider.
- "Online Marketplace" means a service that, through the use of software, including a website, part of a website, or an application operated by or on behalf of a merchant, enables users to enter into distance contracts with other merchants or users.
- "Provider of information society services" is a natural or legal entity that provides services to the information society. In the context of these General Terms and Conditions, the information society service provider is "Touchmenu" JSCo.

- “Information society services” are such services, including the provision of commercial communications, which are generally remunerative and are provided at a distance through the use of electronic means after an express declaration by the recipient of the service.
- “Domain” is a part of the hierarchical space of the global Internet network that has its own unique name (domain name) that must meet certain requirements. In order for a specific web page to be loaded, the domain name is typed into the browser field, and in the context of these terms and conditions, the domain name is touchmenuapp.com.
- “Browsers” are programs that allow browsing of pages on the Internet. Such are Google Chrome, Mozilla Firefox, Microsoft Edge, Opera, Safari, etc.
- “TouchMenu/touchmenuapp.com/Тачмению” is administered by “TOUCHMENU” OOD, registered in TRRYULNC with EIK 207659966, VAT number BG207659966, with headquarters and management address Sofia, Mladost district, 40 Tsarigradsko Shose Blvd, Office Building Europark, 2nd floor.

2. Identification of touchmenuapp.com and authorities supervising its activity

“TOUCHMENU” JSCo., registered in the TRRYULNC with EIK 207659966, VAT ID number BG207659966, with registered office and management address: Sofia, Mladost district, 40 Tsarigradsko Shose Blvd, Office Building Europark, 2nd floor, represented by the Managers Todor Bobev and Georgi Machkanov; Address for correspondence: Sofia, Mladost district, 40 Tsarigradsko Shose Blvd, Office Building Europark, 2nd floor

Email: tbobev@touchmenuapp.com

Phone: +359885151722

Bodies supervising the company’s activities:

- Commission for the Protection of Personal Data of the Republic of Bulgaria, address: Sofia, p.k. 1592, Prof. Blvd. Tsvetan Lazarov No. 2, phone: 02/ 915 35 18, fax: 02/ 915 35 25, Email: kzld@cpdp.bg, Internet site: www.cdpd.bg
- Commission for Consumer Protection, address: 1000 Sofia, Slaveykov Square No. 4A, floors 3, 4 and 6, phone: 02/ 980 25 24, fax: 02/ 988 42 18, hotline: 0700 111 22, Website: www.kzp.bg
- Commission for the Protection of Competition, address: Sofia, p.k. 1000, Vitosha Blvd. No. 18, phone: 02/ 935 62 22, fax: 02/ 980 73 15, Email: cpcadmin@cpc.bg, Internet site: www.cpc.bg

3. Applicability

1. These general conditions govern the relationship between Touchmenu OOD (provider of the information society service) and the recipients of information society services within the meaning of the Electronic Commerce Act through the web-based Platform touchmenuapp.com, which as a computer program, design and content is an object of intellectual property of the company. Through these general conditions, Touchmenu, in its capacity as a provider of an online trading place, provides users with the information pursuant to Art. 47a, para. 1 of the PPE.
2. All visitors to the touchmenuapp.com Platform should read these Terms and Conditions carefully before using the Platform. In case the User does not agree with these General Terms and Conditions, the latter should stop using the Platform.
3. These Terms and Conditions apply only to the Service as defined above. Touchmenu is not responsible for the implementation or validity of the specific Offer, as well as for the implementation of the Agreement.
4. These general conditions do not regulate the relations between the persons who publish Offers by using the Platform and their addressees – Users, even when the Agreements/contracts between them are

concluded by using it. By placing an Order, the User enters into an Agreement directly with the Retail Site for the delivery of the Offer selected by the User. The User is bound by the Order and is not entitled to a refund of amounts paid, unless the Merchant allows the cancellation of Orders in accordance with Section VI below.

5. Touchmenu reserves the right to deny access to the Service to users in any of the following cases:

- 1 in the event of a report of abuse submitted by the commercial establishment;
- 2 in case of non-fulfillment of the Agreement by the User;
- 3 in cases of detected malicious use of the platform.

4. User Registration/Create Profile

1. Visitors to the Platform can view its content for free and place orders for Offers without the need to register/create a personal profile.

2. After scanning with a mobile device the relevant QR code or entering the relevant link applicable to the menu of the Commercial Site, the User can register before placing an Order for the Offer(s) selected by him.

3. To complete the registration, the User presses the "Registration" button and provides the following data: name and surname, telephone, email address and enters a password. After entering the necessary information, the User should press the virtual button "Register". By filling in the registration data and pressing the virtual button "Register", the User unequivocally declares, by ticking the relevant box, that he is familiar with and accepts the present general conditions, and undertakes to abide by them unconditionally.

4. When registering, the User undertakes to provide correct, complete and up-to-date data. In the event of a change in relation to the provided data, the User undertakes to correct his data in his profile in a timely manner and in all cases – before making subsequent orders.

5. When accessing the profile created on the Platform, after registration, the User can enter the following additional information in his profile at will: allergen data, as well as delivery address(es).

6. The additional options available to Users who have registered are: automatic loading of already entered data when placing an Order, review of previous Orders (including reservations), marking of allergens in order to mark or hide foods containing these allergens.

5. Offer

1. Touchmenuapp.com publishes the Offer on behalf of the Merchants on the Platform, in accordance with the information and availability provided by the respective Merchants. Touchmenuapp.com is not responsible for the content of the Offer and the Information about the Trading Sites on the Platform. Commercial establishments may use ingredients and additives in food and beverages that may cause allergies and intolerances. If the User or his representative is allergic to certain foods, Touchmenu recommends that, before the User places an Order, he requests information directly from the Commercial Site.

2. Touchmenuapp.com presents all the Information about the Commercial Object provided by it in a way that allows the User to be clear about his rights and obligations after ordering the Offer/concluding the Agreement.

3. Touchmenuapp.com makes all reasonable efforts to maintain the functionalities of the Platform, but is not responsible for temporary/permanent unavailability of the Platform.

6. The agreement

1. Users conclude an Agreement with a Commercial Entity for the purchase and sale of goods or for the provision of a service, all offered by the Platform through the Touchmenu interface. The agreement is concluded in Bulgarian.
2. The Agreement enters into force from the moment the User completes the Order by clicking on the "Order" button during the process of submitting an Order through the Platform.
3. The user adds to his user basket all the desired Offers. By pressing the "Order" button, the User finalizes the Order and it is automatically sent to the Retail Store.
4. When the User has created an account in order to complete his order through his account, the latter should enter the data to access his account, namely: username and password. After entering his data, the User has the opportunity to add all desired Offers to his user basket. By pressing the virtual "Order" button, the User finalizes the order and it is automatically sent to the Retail Store. By pressing the "Order" button, the Agreement with the Commercial Site is considered concluded.
5. All electronic statements made through a personal profile after entering the relevant username and password are assumed to have been made by the persons indicated in the data provided by the User when registering on the Platform (or added subsequently).
6. The Agreement can only be fulfilled by the Merchant if the User provides accurate and complete contact and address information when submitting the Order. The User is obliged to immediately report any inaccuracies in the payment data specified or provided to Touchmenuapp.com or the Merchant.
7. After submitting the Order, the User should be available to contact both the Merchant and Touchmenuapp.com by phone or e-mail (specified when submitting the Order) regarding information on the status of the Order.
8. If the User chooses to have the Order delivered to an address, he must be available at the specified delivery address to receive his Order.
9. If the User chooses to receive the Order locally, he must appear at the selected time at the place of receiving Orders at the address of the Commercial Site.
10. Users can orientate themselves about the current status of the order from the status meter, which is visualized after finalizing the Order.
11. Upon delivery of the Order, the Commercial Entity may ask the User to prove his age by means of an identity document, if the Order contains alcoholic products or other products with an age restriction for use.
12. In the event that one of the mandatory fields is not filled in, the Platform does not allow completion of the order and indicates to the User which of the mandatory fields lacks information that should be completed by the User. Touchmenuapp.com assumes no responsibility for the performance of the Agreement.
13. The Agreement concluded between the Commercial Site and the User will be stored by Touchmenu by technical means, and the User will have access to it in the profile created by him on the site, as well as on request – at the e-mail address specified by him.

7. Termination of the Agreement and cancellation of the Order

1. Given the fact that the Offer may include non-perishable products and/or products which, due to their nature, may deteriorate in quality, the User is not entitled to cancel/cancel the Agreement with respect to such products. Orders cannot be canceled by the User through Touchmenuapp.com. The User can cancel the Order with the Trading Site only if the Trading Site has explicitly indicated that the cancellation of the Order by the User is possible and according to the specific conditions of the Trading Site.

2. If the User makes a false Order (for example, by providing incorrect contact details, does not pay the amount due or is not present at the place of delivery or collection to pick up the Order) or otherwise fails to fulfill his obligations under the Agreement, as directed by the Touchmenuapp Merchant .com has the right to refuse future Orders from this User.

3. After the delivery of the Order, Users do not have the right to withdraw from the Agreement when the Order (or the relevant part thereof) includes product/s and/or services that fall under any of the hypotheses of Art. 57 of the Civil Code, incl. in respect of products which, due to their nature, may deteriorate in quality or have a short shelf life.

8. Payment

1. From the moment of concluding the Agreement in accordance with the provisions of section VI, point 1 of these General Terms and Conditions, the User is obliged to pay the Order to the Commercial Site. The User can fulfill this payment obligation by using an online payment method (debit/credit card payment) through the Platform (in case such possibility is enabled for the specific Merchant) or by paying in cash to the Merchant upon delivery to door or at the pick-up point.

2. When the online payment service is activated for the merchant selected by the User, by clicking on the "ORDER" button, the User is forwarded to the Stripe, MyPos or virtual POS terminal of the servicing bank, where he enters the necessary bank card data to complete the transaction.

3. When using a virtual POS terminal provided by DSK Bank, the following conditions apply:

- Types of cards accepted: debit, credit and business cards Visa or Mastercard.
- Method of payment: through the website (Virtual POS) or via Pay By Link. From the point of view of security, the maximum amount you can pay by card is BGN 2,500.
- Transactions with debit/credit cards are carried out through the security programs of MasterCard (MasterCard Identity check) and VISA (VISA Secure) through the E-commerce platform of DSK Bank.
- We do not store data about the bank cards used to make a payment through the virtual POS.
- If it is necessary to return an amount paid with a bank card, the amount is refunded to the card with which the payment was made.

9. Settlement of disputes

1. Complaints and complaints from the User in connection with the Offer, Order or the implementation of the Agreement shall be submitted to the Commercial Site according to the conditions of the relevant Commercial Site. The responsibility for the Commercial Site's Offer and the implementation of the Agreement rests solely with the Commercial Site. Touchmenuapp.com can only mediate by moving the complaint made by the User through the Platform, but is not responsible for the result of the mediation, nor for the period in which the latter is realized.

2. Complaints and complaints are described clearly and fully and are submitted promptly after the deficiencies have been established by the User to the relevant Commercial Site.

3. If the User wishes to submit a complaint regarding the Agreement to Touchmenu for mediation, he must communicate it to the customer service center of Touchmenuapp.com either through the contact form, by e-mail or by regular mail at the correspondence address, specified in Section II of these General Terms and Conditions.

4. After receiving the complaint, Touchmenuapp.com gets acquainted with it in the shortest possible time and forwards it to the relevant Merchant.

5. In case of a dispute with a Commercial Site, the User has the right to use ADR (alternative dispute resolution), which is an out-of-court method for resolving disputes on a voluntary basis, which is carried out through conciliation commissions. The user can:

- 1 To use the European online dispute resolution platform at the following web address:
<http://ec.europa.eu/odr>. This portal enables the settlement of disputes between a trader and a consumer in relation to online purchases of goods and services of a national and transnational nature.
- 2 Submit an application for mediation to the Consumer Protection Commission at the following web address: <http://kzp.bg/pomiritelna-komisiya/posrednichestvo>. You can familiarize yourself with the types of conciliation commissions on the website of the Consumer Protection Commission – <http://kzp.bg/pomiritelna-komisiya>

10. Newscast

1. When placing an Order, the User can subscribe to the newsletter and/or receive notification of various campaigns/promotions. Subscription is carried out by entering the User's e-mail address and ticking the box that the user consents to his e-mail address being processed by Touchmenu for sending newsletters and/or notifications about various campaigns/promotions. User may withdraw consent to unsubscribe/receive notifications at any time by:

- contact the Customer Service Center using the contact details specified in "Correspondence Address" in Section II of these General Terms and Conditions.
- send a message to email info@touchmenuapp.com

11. Intellectual property rights

1. All information resources published on the Platform, incl. but not exhaustively: design, texts, photos, logos, trademarks, audio and video materials, etc., as well as the program code of the website, constitute intellectual property and are subject to protection under the ZAPSP.
2. The use of the information published on the Platform by copying, changing, reproducing, publishing, distributing or in any other unauthorized way, without the consent and permission of the holder of the relevant intellectual property right, constitutes a violation and leads to the engagement of the relevant responsibility of the User in accordance with the current Bulgarian legislation.

12. Processing and stored personal data

1. Touchmenuapp.com processes Users' personal data in compliance with the Personal Data Protection Act, the General Data Protection Regulation (Regulation (EU) 2016/679), the Electronic Commerce Act, other relevant regulations and its internal rules in this area. The processing of personal data is carried out according to our Privacy Policy.

13. General provisions. Applicable law

1. Through the functionalities of the Platform, users can, at their own discretion, add a rating for the commercial establishments in the form of an emoticon of their choice (a face expressing a corresponding emotion).
2. "Touchmenu" JSCo. reserves the right to update these General Terms and Conditions, and in the case of changes, promptly informs its customers of the changes and the latest update by publishing them on the website touchmenuapp.com.
3. Tachmenu is not responsible for the content and safety of sites to which links and banners posted on the Platform refer. We advise you to familiarize yourself with the policies and terms of these sites.
4. The user should immediately notify Touchmenu in case of access to his user profile by an unauthorized person, as well as in case of any other breach of information security. Touchmenu is not responsible for damages caused by unauthorized access, regardless of whether the latter was carried out with or without the User's knowledge.

5. The provisions of the current Bulgarian legislation shall apply to all issues that are not settled in these General Terms and Conditions.
6. Invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.
7. The current legislation of the Republic of Bulgaria applies to the content of these General Terms and Conditions.

These general conditions are current as of 01/02/2024 and cancel all previous ones.

Source: <https://touchmenuapp.com/terms-and-conditions/>