TERMS AND CONDITIONS OF USE OF THE "RAPPIONE" PLATFORM

1. LEGAL NATURE

The present terms and conditions of use regulate the commercial contractual relationship that unites the Allies that access the RappiOne Platform and the Operator, especially in the authorization of use granted by the latter in favor of that.

2. DEFINITIONS

Data messages: The information generated, sent, received, stored or communicated by electronic, optical or similar means, such as: the Electronic Data Interchange (EDI), the Internet, the electronic mail, the telegram, the telex or the fax among others.

Electronic Commerce: Includes the sending, transmission, reception, storage of data messages electronically. The doubts that arise regarding the effectiveness and validity of the data messages and other activities related to electronic commerce will be interpreted in accordance with the relevant laws of each country.

Cookies: Virtually sent text strings that are stored by the use of the Platform by the Operator, to consult the activities and preferences of users.

Operator of the Platform: Responsible for operationally and functionally administering the Platform, represented for the purposes of these terms by RAPPI S.A.S., or by the natural or legal person it designates.

Personal data: It is all information that identifies a natural or legal person.

The Platform: Web application administered by the Operator that allows the concurrence of Allies so that through the RappiOne platform, they can visualize different performance metrics.

Terms and conditions of use of the RappiOne Platform: Constitute the terms that must regulate the use that the Allies give to the RappiOne Platform, as well as the contractual relationships that may be generated between the Allies and the Operator.

3. OBJECT

These terms and conditions regulate the authorization of use granted by the Operator to the Allies, for them to enter the RappiOne Platform / Website https://rappione.com/. The above, with the objective that the Allies can learn about the performance metrics exhibited in the RappiOne Platform, so that they can be used as a reference and with them, they can increase their sales within the Rappi virtual platform.

The Operator through the Platform performs the following actions: i) exhibits various performance metrics of the Allies by country, city, category, manufacturer and brand, ii) facilitates access to information relevant to the Ally in the management of its brand and products inside the Rappi Virtual Platform.

4. WEBSITE THAT ALLOWS ITS USE

It is a web page that allows its exclusive use through the portal https://rappione.com/.

5. MODIFICATION

The Operator may autonomously and at any time modify the present Terms and Conditions of use of the RappiOne Platform / web page https://rappione.com/ in formal, procedural or substantial aspects, in such a way that the last published version is the one that regulates the commercial relations generated when entering the RappiOne Platform.

6. DETAILS OF THE SERVICE

7. ALLY

Any legal entity that accesses the RappiOne Platform with the aim of visualizing the performance metrics that it has reached within the Rappi virtual platform.

The use of the RappiOne Platform is performed by the Ally, stating that, for the celebration of the Contract it enters into with Rappi SAS, by accepting the terms and conditions of use of the RappiOne Platform, it has full legal capacity to be subject of rights and obligations, qualities that it endorses when generating its registration.

8. USER ACCOUNT

To access the RappiOne Platform, the Ally has as a necessary condition the creation of a User Account, where information such as: Full name of the Ally, E-mail, Name of the Company / Ally will be requested. This information is used for the full identification of the Allies that intend to access the RappiOne Platform, for compliance with these terms and conditions, and for the prevention of fraud. The use of the account is personal and non-transferable, which is why the Allies are not authorized to assign the validation data for access to the RappiOne Platform or the use of their account to any type of third party. Failure to comply with the above will result in the suspension and definitive blocking of the account. In the event that the Ally forgets the validation data or the data is usurped, it is the obligation of the Ally to inform the Operator through the option "forgot your password". The accounts of the Allies will be administered by the Operator or by the person designated by him, having full power to conserve or not the account, when the information provided by the Allies is not true, complete or secure; or when there is a breach of the obligations of the Allies.

With the creation of the User Account, the Allies are expressing their willingness to expressly and unambiguously accept these Terms and Conditions of use of the RappiOne Platform.

Paragraph. The Ally expressly authorizes by the acceptance of these Terms, the use of Cookies by the Operator in any activity of use that makes the Platform.

9. CAPACITY

By virtue of the conditions of legal capacity, the Allies at the time of the creation of the User Account, expressly declare their ability to celebrate the type of transactions that can be created by using the RappiOne Platform.

10. DESCRIPTION OF THE SERVICE

Through the RappiOne Platform, the Operator exhibits different performance metrics individualized by Ally and by country, city, category and brand. The objective of the RappiOne Platform is to allow the Ally access to said metrics, with which, the Ally can make market decisions that increase its sales within the Rappi virtual platform.

Within these performance metrics the Ally can find: the potential for short and long-term sales of the Ally, the variation in the growth of the brand and the specific products of the Ally, the participation of the brand in the different verticals of the virtual platform Rappi, the sales channel participation by product, the participation of the sales channel by category, the growth of users within the Rappi virtual platform, the growth of orders within the Rappi virtual platform, the frequency of purchase of the brand and the average ticket, the frequency of purchase of the product category and the average ticket, and the Stock Keeping Unit (SKU). Additionally, the Allies will have access to a 360º Sampling, which includes, among others: the quantity of deliveries per product (quantity received, deliveries made and delivery percentage)

Paragraph. These performance metrics may be modified unilaterally by Rappi, without its modification constituting a breach by Rappi of these Terms and Conditions.

For the process of visualizing the performance metrics, the Ally must be fully identified in his user account and follow the following procedure:

Enter the RappiOne platform and select the information you want to view by:

- Country
- City
- Category
- Maker
- Brand

11. ACCESS TO THE PLATFORM "RappiOne"

The RappiOne Platform is a service by subscription through which Rappi S.A.S grants the Allies a trial period of three (3) months to learn about the services provided by the RappiOne Platform. Upon expiration of the three (3) month trial period, the Ally shall pay Rappi the sum agreed between the Parties in any physical or electronic means for the use and rental of the "RappiOne" Platform. The form of payment of the commission for use and rental of the RappiOne Platform will also be agreed between the Parties.

12. INFORMATION EXHIBITED ON THE "RappiOne" PLATFORM

The Ally accepts that to the extent that the information displayed on the RappiOne Platform comes from an automatic re-categorization process that Rappi creates from the catalogs delivered by the Allies to Rappi of the products displayed on the Rappi virtual platform, there may be differences in performance metrics not attributable to Rappi.

13. DUTIES OF THE ALLIES

With the acceptance of these Terms the Ally undertakes to: (1) Provide truthful and reliable information when creating the User Account; (2) Refrain from transferring validation data to third

parties (username and password); (3) Refrain from using the RappiOne Platform to perform acts contrary to morals, law, public order and good customs against the Operator or third parties; (4) Pay opportunely to the Operator the commission for use and rental of the RappiOne Platform; (5) Immediately inform the Operator in case of forgetfulness or usurpation of the validation data; (6) Abstain from carrying out behaviors that violate the operation of the RappiOne Platform; (7) Refrain from supplanting the identity of other Allies; (8) Refrain from deciphering, decompiling or disassembling any element of the RappiOne Platform or any of its parts.
It is clarified that the commission for use and rental of the RappiOne Platform does not exempt the Ally from paying the value of the commission for use and rental of the Rappi Virtual Platform.

14. DUTIES OF THE OPERATOR
By virtue of these terms, the Operator undertakes to (1) Use the information only for the purposes set forth in these terms; (2) Guarantee the continuity of the service; (3) Provide true, reliable, sufficient, clear and updated information regarding the products that it exhibits; (4) Make the Terms and Conditions of use of the Platform available to the Allies updated.

FINAL CONSIDERATIONS

15. CONTENTS
Through the RappiOne Platform, the Operator may make available to the Allies commercial information in accordance with good commercial practices. All the information made available in the RappiOne Platform as graphics, names, brands, and other elements of intellectual property are legitimately used by the Operator.

16. OPERATION OF THE PLATFORM
The Operator manages directly or through third parties The RappiOne Platform; all the information communicated there corresponds to certain and updated information. In no case will the Operator be liable for direct or indirect damages suffered by the Ally due to the use or inability to use the RappiOne Platform. The RappiOne Platform is available twenty-four (24) hours a day for access and consultation. In this regard, the Operator will make its best efforts to keep the RappiOne Platform in operation, but in no case guarantees availability and permanent continuity of the RappiOne Platform.

The Operator reserves the right to cancel the accounts of the Allies and/or to prohibit access to the RappiOne Platform to Allies who engage in conduct that violates these terms or violates the obligations contracted.

17. INFORMATION HANDLING
The information collected by the Operator for the creation of the performance metrics, is provided by the Allies freely and voluntarily so that it is managed by the Operator or by whom it designates for the fulfillment of the acquired duties. This implies the collection; storage of the information in servers or repositories of the Operator or third parties and circulation of them within the Operator's organization.

Likewise, the data collected will be subject to analysis in order to improve the business strategy of the RappiOne Platform, supported by business intelligence and data mining tools, which allow prospective knowledge to be acquired for prediction, classification and segmentation purposes.

The Operator is responsible for the treatment of personal information collected through the RappiOne Platform, responsibility that may be delegated to a third party, acting as responsible or responsible for the information, ensuring contractually appropriate treatment of the same.

18. PROTECTION OF PERSONAL DATA.

It should be understood by database, the organized set of personal data that can be the object of any operation or set of operations: collection, storage, use, circulation or suppression in the terms of the laws that regulate this matter. Any of the Parties must guarantee the adequate handling, use and disposition of the information contained in the databases of the other party, provided in the development of the object of these terms and conditions, and on which it has the due authorization of the holders of the personal data contained therein, and to comply with the provisions of the aforementioned rules and any other applicable regulations in that sense.

19. INTELLECTUAL PROPERTY.

Both Parties acknowledge that the industrial and intellectual property rights of The RappiOne Platform are owned, or licensed exclusively to Rappi INC, its subsidiaries, affiliates, affiliates and any other company that is part of the Group. In this sense, the Allies commit themselves to Rappi to respect the industrial and intellectual property rights and other rights over the documentation and information provided by Rappi within the RappiOne Platform and all those used for the execution of this Agreement. Likewise, the Allies acknowledge that they have no right over the trademarks and designs used in RappiOne Platform and acknowledge that these are rights of industrial or intellectual property of Rappi INC, its subsidiaries, affiliates or subsidiaries, and undertake not to use or dispose of them outside the guidelines indicated in these terms and conditions, constituting as an infraction any act that contravenes the established herein. It is expressly stipulated that these terms and conditions do not grant any right or license of use over the brands, iconographies, photos, designs, patents, software, technology developed by Rappi and other industrial and intellectual property rights owned or licensed by Rappi INC, its subsidiaries, subsidiaries or affiliates.

This Agreement cannot be understood as a transfer to the Ally of the technology owned by Rappi S.A.S., its parent company, its subsidiaries and / or subsidiaries.

20. LEGAL ADRESS AND APPLICABLE LEGISLATION

The present terms and conditions of use of the RappiOne Platform are subject to the general and sectoral regulations of the territory of the Ally using the RappiOne Platform. Its adoption implies the exercise of its free will and that the relationship arising from this document will be governed in all its effects by the commercial law applicable to the legal address of the Ally.

21. TOTAL ACCEPTANCE OF THE TERMS

The Allies expressly declare that they have the legal capacity to use the RappiOne Platform. Likewise, they claim to have provided real, truthful and reliable information and therefore expressly and unequivocally declare that they have read, understood and accept all the situations regulated in this Terms and Conditions of Use of the RappiOne Platform, so they are committed to full compliance with the duties, obligations, actions and omissions expressed here.