

TERMS OF SERVICE

Regulations for the provision of electronic services by DP Polska S.A.
effective as of November 01, 2022

I. General provisions

1. The Internet Service operating at www.dominospizza.pl as well as in the Domino's Pizza mobile application (the "Service"), is operated by DP Polska S.A. with its registered office in Warsaw, address: 30 Dąbrowskie St., 03-932 Warsaw, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 14th Economic Division of the National Court Register Court under the number KRS 0000359582, NIP: 524-27-12-882, REGON: 142473501, BDO no: 000030244, share capital of PLN 90,217,843.00 paid in full (hereinafter: "DP").
2. These rules and regulations shall define the types and scope of services provided electronically via the website www.dominospizza.pl as well as in the Domino's Pizza mobile application (the "Application"), the conditions of provision of these services, including technical requirements and prohibitions on providing unlawful content, the conditions for conclusion and termination of agreements for the provision of services by electronic means and the conditions for sending commercial information, as well as the mode of the complaint procedure.
3. The Service allows Users to browse the product offers available in Domino's pizzerias operated by DP and its franchisees online and placing orders for the available products with delivery or to take away. Using the Service, the User is also able to place orders for products available at Pizza Dominium by Domino's operated by Dominium S.A. with registered office in Warsaw, address 30 Dąbrowskie St., 03-932 Warsaw, entered in the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 14th Economic Division of the Register Court under the number KRS 0000295921, NIP: 525-241-56-19, REGON: 141180636, BDO no: 000102589, with a share capital of PLN 8,328,434.00 fully paid up (hereinafter: "Dominium"), as part of a joint offer of DP and Dominium.
4. The use of the Service is free of charge. Payment for ordered products in pizzerias is specified in the order summary.
5. An order with mandatory payment at a pizzeria means the conclusion of an Agreement between the pizzeria (DP or an entity belonging to the DP or Dominion franchise network), and the User. After placing an order with mandatory payment, the User will receive confirmation of its acceptance via email, along with the exact details of the pizzeria and the entity processing the order.
6. By agreeing to abide by these Terms and Conditions when activating the Service, use of the Website www.dominospizza.pl or the Application is tantamount to full acceptance of the terms and conditions of the Regulations without need to draw up a separate agreement.
7. The User shall not post unlawful content on the Service.

II. Technical Requirements

1. In order to receive the Service, the User must be equipped with the appropriate end device (phone, computer, tablet) along with an Internet connection.
2. Use of the Service requires the User to have a device that allows access to the Internet, Chrome, Safari, Edge, Firefox, Opera browser in possibly the latest version.

3. Use of the Service as part of the Application may be subject to the installation of appropriate software required by the provider of the operating system under which the User's mobile device operates or its update.
4. The costs of connecting the mobile device to the Internet result from the contract concluded between the User and the relevant telecommunications operator.
5. The User acknowledges that in some places due to poor quality of the Internet connection or lack thereof, the Service on mobile devices may not work properly or be unavailable.
6. Detailed information on the privacy policy, in particular the use of cookies, is contained in the Administrator's Privacy Policy available to all Users at: <https://www.dominospizza.pl/polityka-prywosci>.

III. Use of the Service

1. The use and registration of an Account by Users of the Service is voluntary and free of charge.
2. The Service is intended for consumers within the meaning of Article 22(1) of the Civil Code, natural persons making a legal transaction with an entrepreneur which is not directly related to their business or professional activity.
3. Placing orders through the Service is possible after registration for Users who are logged in, as well as without registration. DP encourages Users to register the Service. Some services or elements of the Service may be available only to registered Users.

IV. Registration and account

1. Registration takes place by:
 - a) the User completing the Registration form available on the Site by providing information in the fields indicated therein;
 - b) accepting these Regulations,
 - c) the Administrator sending a message, requesting activation of the Account, to the email address provided in the Registration form;
 - d) activation of the Account by the User clicking on the link included in the message sent by the Administrator.
2. During the Registration procedure, providing Personal Data is voluntary, however, in order to create an Account, it is necessary that the User provides their first name, last name, telephone number and email address and selects a Login and Password.
3. The User may lose the ability to use the Login provided in the Registration form if the activation of the Account is not completed within 24 hours of the User receiving a message to their email address.
4. In the case of a successful registration, DP will create a User account in which it will store their configuration settings and data provided by them during registration, order history and favourite products. This data will be accessible for other Users.
5. The creation of an Account is equivalent to the conclusion of an agreement between the User and the Administrator on the provision of services under the terms and conditions provided for in the Regulations.
6. The provision of services by the Service Provider under an Account on the Site is of unlimited duration, however, the User may at any time delete the Account and thereby terminate the agreement with the Administrator while logged into his Account by selecting the appropriate

option, or by sending their statement in this regard via email to address: dane.osobowe@dominospizza.pl.

V. Orders and payment

1. In order to for the User who is not logged in to the Service an order for a product, they should provide their name, email address, contact phone number, address for delivery, and select the payment method. The detailed order process is as follows:
 - a. Selecting the "Order with delivery" or "Order with pickup" button in the Service.
 - b. When choosing "Order with delivery" ("Delivery"), filling out the order form and indicating the following data: selecting the locality, street and building and apartment (if applicable) number, contact phone number, e-mail address, and instructions for the supplier;
if DP does not offer delivery to the address indicated by the User, in the case of orders placed by the www.dominospizza.pl website, the Service will offer the User the nearest pizzeria where it will be possible to personally collect the order placed, and when the order is placed by the Application, the User will be informed that the indicated address is outside the delivery area of DP pizzeria.
 - c. When choosing the "Order with pickup" ("Personal pickup"), indicating the appropriate pizzeria after specifying the city, street and house number and possibly the apartment number, and in the case of ordering through the Application, searching for the right pizzeria for Personal pickup.
 - d. Selecting products from the pizzeria's offer and indicating their number or detailed parameters from the list, when the product can be personalized at the User's request. The products selected by the User are displayed on an ongoing basis in the order cart, to which at any time the User may add a new or remove a previously selected product.
 - e. Once the products have been selected, the User will be able to view a their full list along with the unit prices for each, as well as the total price for the entire order, including VAT.
 - f. If the user confirms that the list of products is consistent with the selection made earlier, they will be asked to:
 - i. provide their name and instructions for the supplier - in the case of "Delivery" or
 - ii. provide their name and phone number - in case of "Personal Collection".
 - g. Selecting one of the indicated payment methods.
 - h. Accepting the order with obligation to pay by selecting the "I am placing the order with obligation to pay" button and completing the payment in accordance with the selected payment method.
 - i. The user may also voluntarily give consent to receive commercial information from DP via SMS or email by selecting the appropriate box (tick-box). Withdrawal of consent is possible at any time in the manner indicated in the Privacy Policy.
2. In for a User who is logged in (having an account) to place an order for a product on the site it is necessary to perform the following steps:
 - a. Logging in to the site.
 - b. Selecting the "Order with delivery" or "Order with pickup" button.

c. When choosing "Order with delivery" ("Delivery"), filling out the order form and indicating the following data: selecting the locality, street and building and apartment (if applicable) number, contact phone number, e-mail address, and instructions for the supplier;

if DP does not offer delivery to the address indicated by the User, in the case of orders placed by the www.dominospizza.pl website, the Service will offer the User the nearest pizzeria where it will be possible to personally collect the order placed, and when the order is placed by the Application, the User will be informed that the indicated address is outside the delivery area of DP pizzeria.

d. When choosing the "Order with pickup" ("Personal pickup"), indicating the appropriate pizzeria after specifying the city, street and house number and possibly the apartment number, and in the case of ordering through the Application, searching for the right pizzeria for Personal pickup.

e. Selecting products from the pizzeria's offer and indicating their number or detailed parameters from the list, when the product can be personalized at the request of the User. The products selected by the User are displayed on an ongoing basis in the order cart, to which at any time the User may add a new or remove a previously selected product.

f. Once the products have been selected, the User will be able to view a their full list along with the unit prices for each, as well as the total price for the entire order, including VAT.

g. If the User confirms that the list of products is consistent with the selection made earlier, they will be asked to provide instructions to the supplier.

h. Selecting one of the indicated payment methods.

i. Accepting the order with obligation to pay by selecting the "I am placing the order with obligation to pay" button and completing the payment in accordance with the selected payment method.

3. DP reserves the right to determine the minimum order value in the Delivery, which the User will be informed about prior to final order placement and payment.

4. When choosing the "Order with pickup" the User is obliged to collect the order from the pizzeria indicated when placing the order within a maximum of 45 minutes from the moment of receipt of the notification of readiness to receive the order, whereby DP informs that maintaining the appropriate freshness, quality and temperature of the product can be guaranteed within 15 minutes from the moment of receipt by the User of the notification of readiness for collection. Further storage of the ordered product is possible for a maximum of another 30 minutes. Orders not received within 45 minutes of receipt of the notification of readiness for collection will be disposed of due to blocking the execution of subsequent orders. In such a situation, the User has no right to re-execute the order as well as the right to request a refund of the payment made for the order placed. This applies to orders consisting of products that are subject to rapid deterioration or have a short shelf life (e.g. pizza, appetizers, salads, desserts).

5. As soon as the User has completed all the steps indicated above, in para. 1 or pt. 2 above, the order will be accepted for delivery. A confirmation of the order acceptance will be sent to the email address provided by the User, along with the exact details of the pizzeria and the entity processing the order.

6. DP stipulates that deliveries of ordered products are made only to the addresses indicated in the order form.

7. DP reserves the right to contact the User by telephone at the telephone number indicated in the order in order to conduct a satisfaction survey regarding the completed order. In addition, after each order the User will receive a satisfaction survey to their email account regarding the completed order. In addition, a User whose order is the first order at a given location will receive an SMS message to the number indicated in the order with a link to the satisfaction survey regarding the completed order.
8. The User may track their order through the "Pizza Tracker" functionality.
9. The payment methods accepted by the pizzerias are:
 - a. credit card, debit card, or cash when payment is made upon receipt of goods;
 - b. credit card, debit card, or bank transfer when payment is made prior to receiving the goods (online payments). The operator of these payments is PayU S.A.
10. The User having the status of a consumer within the meaning of the relevant legal regulations has the right to withdraw from the Agreement concluded remotely on the basis of the order by submitting an appropriate statement within 14 days without giving any reason, subject to Section V.12 of the Terms and Conditions.
11. The period for withdrawal from the Agreement by the User who is a consumer expires after 14 days from the date of receipt of the products constituting the subject of the order by the User. Exercising the right of withdrawal by the User who is a consumer occurs by informing about their decision to withdraw from the Agreement by an unequivocal statement, e.g. by a letter sent by mail to the address of the registered office of the entity that processed the order, i.e. DP, DP franchisee, or Dominos, or by email.
12. A user who is a consumer may use the statutory model withdrawal form from the agreement, constituting Appendix No. 2 to the Law on Consumer Rights, available at the URL: <http://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=wdu20140000827> (software is required to read documents in PDF format, such as Adobe Acrobat Reader). Use of this template is not mandatory.
13. The right of withdrawal from the Contract is not granted for contracts concluded on the basis of an order, in which the subject of performance is an item subject to rapid deterioration or having a short shelf life, in which the subject of performance is an item delivered in a sealed package which cannot be returned after opening the package for health or safety reasons. Return for health or hygiene reasons, if the package has been opened after delivery, as well as in other cases is specified by the provisions of the applicable law. Accordingly, the right of withdrawal is not available, for example, in the case of items such as pizza, appetizers, desserts, etc., it is entitled, however, in the case of other purchased products, which by their nature can be returned in unaltered form, such as beverages in intact packaging.
14. In the event of withdrawal from the Contract in accordance with Section 9 in conjunction with Section 12 in fine above, the User who is a consumer shall be refunded the payments made for the products, from which it was possible to exercise the right of withdrawal in accordance with the Regulations, including the costs of delivering the items, if any were incurred. Refund of payments shall be made immediately, and in any case no later than 14 days from the date of receipt of the statement of the user who is a consumer of the withdrawal, subject to the possibility of withholding the refund until the item is received back or the User who is a consumer provides proof of its return, whichever event occurs first.

The return shall be made using the same means of payment used by the User who is a consumer, unless the User agrees to a different method of return. In any case, the User who is a consumer shall not bear any fees associated with the return.

14. Return of items in connection with withdrawal from the contract should be made to the address of the entity, which completed the order. The return should be made immediately, but no later than 14 days from the day on which the user who is a consumer has withdrawn from the Agreement. To meet the deadline, it is sufficient to send the item back before expiration of the deadline. The cost of packaging of the returned item in a manner ensuring its safety and the cost of direct return of the product shall be borne by the User who is a consumer.

VI. Personal Data

1. DP has the right to make use of the service subject to verification of the User's personal data, in a situation where the provided data raises reasonable doubts as to its veracity.
2. The User is obliged to provide correct data in the order form and account registration form, and in the case of creating an account to update them.
3. In case of doubts about the truthfulness or timeliness of the data provided by the user in the registration form, DP may block the user's account until the matter is clarified.
4. All issues in the field of protection of personal data of Users and all other persons using the Website are regulated in the Privacy Policy made available at: <https://www.dominospizza.pl/polityka-prywatnosci>.

VII. Responsibilities of Registered Users

1. Each User may have only one account and may not share it with other persons or use an account belonging to another person.
2. The User is obliged to protect their Password and not to share it with other Users and third parties.
3. The User is obliged to notify the Administrator immediately in case of gaining knowledge of the fact that a third party has come into possession of their Password. In case of failure to notify, a Registered User may bear the risk associated with the use by a third party of their Account.
4. The User undertakes to refrain from activities that may impede or interfere with the operation of the Service. In the event that the User is found to have committed such actions, regardless of other actions, DP has the right to block the Account.
5. the User undertakes to:
 - a. comply with the law and good morals;
 - b. not to place false orders;
 - c. to pay financial dues for orders placed.
6. the User declares that all content, including personal data, provided by them on the Website, are true and do not violate any rights of third parties.

VIII. Termination of services

1. DP reserves the right to block or delete the Account of a User whose actions violate the Terms of Service.
2. If an Account is blocked by DP, the establishment of a new Account by the User requires the prior consent of DP.
3. The User may terminate use of the Service at any time by deleting their Account. Upon deletion of the Account, all user data will be deleted, including order history and favourite products.
4. For reasons related to the security of the Service, DP may require the User to change their password.
5. DP reserves the right to terminate management of the Service. Registered Users will be notified 14 days in advance of the termination of the Service. After termination of the Service, the User's Account,

including the history of orders and favourite products, will not be further stored. Management of personal data is specified in the Privacy Policy.

IX. Complaints

1. Complaints concerning the execution of an order, including the activities of a given pizzeria, the User may report in writing to the address of DP's registered office indicated in Section I of the Terms and Conditions, by email to bok@dominospizza.pl, or through the "Complaint" contact form in the Service in the Contact tab. The complaint must contain at least the following: name and surname, telephone number, email address, address of residence, exact description of the facts, and may also include: date of order, payment ID (if the order was paid online), and attachments.
2. Complaints about the functioning of the Service may be submitted by the User in writing to the address of DP's registered office indicated in Section I of the Terms of Service, to the email address bok@dominospizza.pl, or through the "Website Error" contact form on the Website under the Contact Us tab. Complaint must include: name, email address, and a detailed description of the facts, and may include attachments.
3. Complaints will be considered immediately, but no later than within 14 working days. The user will be informed about the processing of their complaint by email or in writing.

X. Amendment of the Regulations

1. DP is authorized to amend the Regulations with effect for the future, especially for the following important reasons:
 - a. a new functionality of the service is introduced, and the use of such functionality cannot take place on the basis of the existing Regulations;
 - b. the change is enforced by law;
 - c. the existing functionality of the Service will be changed, in particular in order to increase the comfort or facilitate the use of the Service.
2. Any change to the Terms and Conditions will be communicated to the registered User by email. In addition, information about the change of the Regulations will be placed in a prominent place on the Site for one month from the date of the change of the Regulations.
3. The change of the Terms and Conditions shall come into effect from the date indicated in the information about the change of the Terms and Conditions.
4. In the event of any change in the Regulations, the User shall have the right to resign from the Service with immediate effect. The procedure for resignation is described above.

XI. Intellectual Property and Licenses

DP owns all intellectual property rights to the Website, in particular DP owns all rights to the name, domain, layout, graphic elements and any other creative elements of the Service.

XII. Other provisions

1. These Regulations shall be governed by Polish law.
2. To the extent not covered by the Terms and Conditions, in particular the Act of 30 May 2014 on consumer rights and the Act of April 23, 1964 Civil Code, as well as the Act of 18 July 2002 on the provision of electronic services.
3. A user who is a consumer may use out-of-court means of consideration of complaints and investigation of claims, among others, as follows:

- a. by applying to the permanent amicable consumer court operating at the Trade Inspection, with a request to resolve a dispute arising from the concluded Agreement;
 - b. by applying to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for amicable settlement of the dispute.
4. The User may obtain free assistance in resolving a dispute by turning to the district (city) consumer ombudsman or a social organization, whose statutory tasks include consumer protection.
5. Detailed information on the possibility for the User to use out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of the district (city) consumer ombudsman, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Commercial Inspection Trade Inspectorates, and at <https://www.uokik.gov.pl/>.
6. The Regulations have been drawn up in two language versions: Polish and English. In the event of any discrepancy between the Polish and English versions, the Polish version shall have binding weight.