# TAPALA – CUSTOMER TERMS & CONDITIONS

**Effective Date:** [Insert Date]

**Last Updated:** [Insert Date]

**Operator:** Door Step IT Solutions [insert full legal entity details]

**Trading Platform:** Tapala

**Website:** www.tapala.ie

**Email:** support@tapala.ie

These Terms and Conditions govern your use of the Tapala website, mobile applications and related ordering services.

By creating an account, placing an order or using Tapala, you agree to these Terms.

## 1. About Tapala

Tapala is an online technology and marketplace platform that allows customers to discover participating restaurants, place food and beverage orders and, where available, arrange collection or delivery.

Tapala acts as an intermediary technology platform between customers and participating restaurants.

Unless expressly stated otherwise:

- The restaurant is responsible for preparing the food.
- The restaurant is responsible for the accuracy of its menu, prices, descriptions and allergen information.
- The restaurant is responsible for accepting, preparing and fulfilling the food order.
- Tapala facilitates the ordering, communication and payment technology.
- Delivery may be provided by the restaurant, Tapala, an independent delivery partner or another third-party provider.

The identity of the restaurant fulfilling your order will be displayed during the ordering process.

## 2. Placing an Order

When you place an order through Tapala:

1. You select items from a participating restaurant.
2. You submit your order and payment details.
3. Tapala sends the order to the relevant restaurant.
4. The restaurant may accept or reject the order.
5. Once accepted, the restaurant begins preparing the order.

An order is not guaranteed until it has been accepted by the restaurant.

Tapala may display an estimated preparation or delivery time. Such times are estimates and are not guaranteed unless expressly stated otherwise.

## 3. Restaurant Responsibility

The restaurant is responsible for:

- preparing the food safely;
- ensuring food is fit for consumption;
- complying with applicable food safety legislation;
- providing accurate menu information;
- providing accurate allergen information;
- ensuring that the order supplied corresponds substantially with the order accepted;
- notifying Tapala where an item is unavailable;
- complying with applicable consumer and food legislation; and
- dealing appropriately with complaints relating specifically to food quality, preparation or allergens.

Tapala is not responsible for the restaurant's food preparation or food safety practices.

## 4. Menu Prices and Charges

Prices displayed on Tapala are provided by participating restaurants.

Prices may include or exclude VAT as applicable and will be displayed at checkout where required.

Additional charges may include:

- delivery fees;
- small-order charges;
- service/platform fees;
- applicable taxes;
- card/payment processing charges where lawfully applicable; and
- other charges disclosed before payment.

The total amount payable will be shown before you confirm your order.

Tapala may make reasonable technical corrections to pricing or menu information where an obvious error has occurred.

## 5. Order Cancellation by the Customer

Because food orders commonly involve products prepared specifically for an individual customer, customers may have limited cancellation rights once preparation has commenced.

### 5.1 Cancellation before restaurant acceptance

If you cancel an order before the restaurant accepts it and Tapala is able to process the cancellation, the order should normally be cancelled without a food charge.

Any payment authorisation or payment taken will be refunded where applicable, subject to payment-provider processing times.

### 5.2 Cancellation after restaurant acceptance but before preparation

Where the restaurant has accepted an order but has not started preparation, Tapala may allow cancellation and issue a full or partial refund depending on the circumstances.

### 5.3 Cancellation after preparation has started

If the restaurant has accepted the order and has already started preparing the food, the customer may not be entitled to a refund merely because they have changed their mind.

Where food has been prepared specifically for the customer, the customer acknowledges that cancellation may result in the restaurant incurring food, labour and preparation costs.

### 5.4 Cancellation after dispatch

Once an order has been prepared and handed to a delivery driver or otherwise dispatched, cancellation may not be possible.

If the customer refuses to accept the order without a valid reason, Tapala and/or the restaurant may retain the applicable amount to the extent permitted by law.

### 5.5 Customer unavailable

If a customer is unavailable at the delivery address, provides an incorrect address or fails to respond to reasonable delivery attempts, the order may be treated as completed or failed delivery.

In such circumstances, the customer may not automatically be entitled to a refund.

## 6. Restaurant Cancellation

A restaurant may cancel an order where:

- an item is unavailable;
- the restaurant is unexpectedly unable to fulfil the order;
- there is a food safety issue;
- the restaurant has closed;
- there is a technical problem;
- the order appears fraudulent;
- the restaurant cannot safely fulfil the order; or
- another legitimate operational reason prevents fulfilment.

Where an order is cancelled by the restaurant before fulfilment, Tapala will generally arrange a refund of the amount paid for the cancelled order, subject to applicable law and payment-processing rules.

Tapala may monitor restaurant cancellation rates and may suspend or restrict restaurants with excessive cancellations.

## 7. Cancellation Where Food Has Already Been Prepared

Where a restaurant has prepared an order and the customer cancels without a valid reason, Tapala may, subject to applicable law:

- refuse or limit a refund;
- reimburse the restaurant for eligible food/preparation costs;
- retain applicable platform or payment costs that cannot be recovered;
- investigate repeated cancellation behaviour; and
- restrict or suspend the customer's account in cases of repeated abuse.

Tapala will not use this clause to remove any mandatory consumer rights.

## 8. Incorrect, Missing or Damaged Orders

If you receive:

- the wrong food;
- missing items;
- materially incorrect items;
- damaged food; or
- an order that is otherwise materially different from what you ordered,

you should contact Tapala as soon as reasonably possible.

Tapala may request photographs, order information or other evidence to investigate the issue.

Depending on the circumstances, Tapala may offer:

- a replacement;
- a partial refund;
- a full refund;
- Tapala credit; or
- another appropriate remedy.

The remedy will depend on the circumstances and applicable consumer law.

## 9. Food Quality and Allergens

Restaurants are responsible for providing accurate information regarding ingredients and allergens.

Customers with allergies or specific dietary requirements should contact the restaurant directly before ordering where clarification is required.

Tapala provides technology to facilitate communication but does not independently verify every ingredient, allergen statement or food preparation process.

Tapala cannot guarantee that food will be completely free from traces of allergens unless the restaurant expressly confirms this.

Customers with severe allergies should contact the restaurant directly before placing an order.

## 10. Delivery

Delivery may be provided by:

- the restaurant;
- Tapala;
- an independent delivery partner; or
- another third-party logistics provider.

Delivery times are estimates unless a guaranteed delivery time has been expressly agreed.

Delays may occur because of:

- traffic;
- weather;
- restaurant preparation times;
- driver availability;
- incorrect customer information;
- high demand;
- technical problems;
- road closures; or
- circumstances outside Tapala's reasonable control.

## 11. Incorrect Delivery Address

The customer is responsible for providing an accurate delivery address and contact details.

If an incorrect address is provided and the order cannot reasonably be delivered, the customer may be responsible for applicable delivery and food costs, subject to applicable law.

## 12. Payment

Payments may be processed by Tapala and/or third-party payment providers.

Tapala does not ordinarily store complete payment-card details where payment processing is handled by a regulated third-party payment provider.

Payment providers may process personal and payment information in accordance with their own terms and privacy notices.

## 13. Refunds

Where a refund is approved, Tapala will normally return the applicable amount to the original payment method.

Processing times may vary depending on the bank or payment provider.

Tapala may investigate suspected fraudulent, abusive or repeated refund requests.

Nothing in these Terms limits a consumer's statutory rights.

## 14. Promotional Offers

Promotional codes, discounts and offers may:

- have expiry dates;
- apply only to selected restaurants or products;
- require a minimum order value;
- be limited to one use per customer;
- be non-transferable; or

- be subject to additional terms.

Tapala reserves the right to withdraw or amend promotional offers where reasonably necessary, including where misuse or fraud is suspected.

## 15. Customer Accounts

Customers must provide accurate information when creating an account.

You are responsible for maintaining the confidentiality of your login credentials.

You must notify Tapala if you suspect unauthorised access to your account.

Tapala may suspend or terminate accounts where there is:

- fraud;
- abusive behaviour;
- repeated payment disputes;
- misuse of promotions;
- false information;
- harassment of restaurants, drivers or Tapala staff;
- repeated fraudulent refund requests; or
- breach of these Terms.

## 16. Reviews and User Content

Customers may be permitted to submit ratings, reviews, photographs or other content.

You must ensure that your content:

- is truthful;
- does not contain unlawful or defamatory material;
- does not infringe another person's intellectual property;
- does not contain another person's personal information without permission; and
- does not contain threatening, abusive or discriminatory material.

Tapala may remove content that breaches these requirements.

## 17. GDPR and Personal Data

Tapala processes personal information in accordance with applicable data protection legislation, including the EU General Data Protection Regulation and Irish data protection law.

Personal information may include:

- name;
- telephone number;
- email address;
- delivery address;

- order history;
- payment-related information;
- device information;
- IP address;
- location information where necessary for delivery or where permission has been provided; and
- communications relating to orders and customer support.

Personal data may be shared with relevant restaurants, delivery providers, payment providers, technology providers and other service providers where necessary to fulfil the customer's order or operate Tapala.

Personal data will not be disclosed to third parties for unrelated purposes unless permitted or required by law.

Tapala's separate Privacy Notice explains:

- what information is collected;
- why it is processed;
- the legal basis for processing;
- who receives it;
- how long it is retained;
- international transfers, where applicable;
- customer rights; and
- how customers can make a data protection request.

## 18. Restaurant Access to Customer Information

Restaurants receive only the customer information reasonably required to fulfil an order and provide related customer service.

Restaurants must:

- use customer information only for legitimate purposes connected with the order;
- keep customer information secure;
- not sell or commercially exploit customer information;
- not add customers to unrelated marketing lists without an appropriate lawful basis;
- not contact customers for unrelated personal or commercial purposes;
- not retain information longer than reasonably necessary where applicable; and
- comply with applicable data protection legislation.

Unauthorised use of customer information may result in suspension or termination of the restaurant's Tapala account.

## 19. Delivery Driver Information

Where delivery tracking is available, Tapala may share the minimum information necessary between the customer, restaurant and delivery driver to facilitate delivery.

Drivers must not use customer information for purposes unrelated to the delivery.

Customers should not attempt to contact or communicate with drivers for unrelated purposes.

## 20. Data Security

Tapala will implement appropriate technical and organisational measures designed to protect personal information against unauthorised access, loss, misuse, alteration or disclosure.

However, no internet-based service can guarantee absolute security.

In the event of a data breach, Tapala will respond in accordance with applicable data protection legislation.

## 21. Third-Party Services

Tapala may integrate with third-party services including:

- payment providers;
- mapping and navigation services;
- SMS providers;
- email providers;
- analytics providers;
- hosting providers;
- CRM systems;
- delivery platforms;
- fraud-prevention providers; and
- other technology providers.

These providers may process personal information as necessary to provide their services.

Where required, appropriate contractual and data protection arrangements will be maintained.

## 22. Platform Availability

Tapala aims to maintain reliable availability but does not guarantee that the platform will always be:

- available;
- uninterrupted;
- error-free; or
- free from technical faults.

Tapala may temporarily suspend services for maintenance, security, upgrades or circumstances outside its reasonable control.

## 23. Limitation of Tapala's Role

Tapala provides the technology and marketplace through which customers and restaurants interact.

To the extent permitted by applicable law, Tapala is not responsible for:

- restaurant food preparation;
- restaurant hygiene;
- ingredients;
- allergens;
- restaurant staff;
- restaurant opening hours;
- restaurant pricing decisions;
- restaurant stock availability;
- the accuracy of restaurant-provided menu information; or
- circumstances caused solely by a restaurant.

Nothing in these Terms excludes liability that cannot legally be excluded.

## 24. Fraud and Abuse

Tapala may investigate activity that appears fraudulent or abusive, including:

- repeated chargebacks;
- false claims regarding missing food;
- repeated refund requests;
- misuse of promotional codes;
- multiple accounts created to obtain promotions;
- payment fraud;
- abusive communications; or
- deliberate misuse of the platform.

Tapala may suspend accounts and cooperate with payment providers, restaurants, delivery partners or law enforcement where legally appropriate.

## 25. Intellectual Property

The Tapala name, branding, website, software, design, content and technology are owned by or licensed to Tapala and may not be copied, reproduced or commercially exploited without permission.

Restaurant trademarks, logos, menu photographs and other materials remain the property of the relevant restaurant or their respective owners.

Restaurants grant Tapala the necessary licence to display their approved content for operating and marketing the Tapala service.

## 26. Changes to These Terms

Tapala may update these Terms from time to time.

Where material changes are made, Tapala will provide reasonable notice where required by law.

The updated Terms will be made available through Tapala.

## 27. Complaints

Customers should first contact Tapala support regarding issues with orders placed through the platform.

Tapala may contact the relevant restaurant or delivery provider to investigate the complaint.

Nothing in this section prevents a customer from exercising any statutory rights available under Irish or EU law.

## 28. Governing Law

These Terms are governed by the laws of Ireland, subject to any mandatory consumer protection rights that apply to the customer.

Any dispute will be dealt with by the courts having appropriate jurisdiction under applicable law.

## 29. Contact

For customer support:

**Tapala**

Website: www.tapala.ie

Email: support@tapala.ie

Phone: 0899553062

For data protection enquiries: [insert data protection contact details]

**IMPORTANT:** These Terms should be read together with Tapala's Privacy Notice, Cookie Policy and Restaurant Partner Agreement.