

Smakigo

TERMS OF SERVICE FOR CUSTOMERS

(Regulamin dla Klientów)

Version 1.0 | Effective: 1 May 2026

Platform Operator	Prem Kamal sp. z o.o., ul. Żurawicka 21A/9, 02-495 Warsaw, Poland
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Customer Support	support@smakigo.pl
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These Terms of Service govern the use of the Smakigo mobile application and the smakigo.pl website by individual customers. By registering an account or placing an order through the Platform, you confirm that you have read, understood, and accepted these Terms in full.

§ 1. GENERAL PROVISIONS

1.1 These Terms of Service ("Terms") govern the use of the Smakigo mobile application and the smakigo.pl website (collectively, the "Platform") by individual customers ("Customer" or "you").

1.2 The Platform is operated by **Prem Kamal sp. z o.o.**, ul. Żurawicka 21A/9, 02-495 Warsaw, Poland, NIP 5223270207, KRS 0001057262 (hereinafter: "Smakigo", "we", "us").

1.3 By registering an account or placing an order through the Platform, you confirm that you have read, understood, and accepted these Terms in full.

1.4 If you do not accept these Terms, you must not use the Platform.

§ 2. NATURE OF THE PLATFORM — SMAKIGO AS A MARKETPLACE INTERMEDIARY

2.1 Smakigo is an online marketplace intermediary platform within the meaning of Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act, "DSA"), Article 6. Smakigo connects Customers with independently operating restaurant partners ("Restaurant Partners" or "Restaurants").

2.2 Smakigo is not a party to the contract for the sale of food or the provision of delivery services. The contract for the purchase of food and, where applicable, delivery services is concluded **directly between the Customer and the Restaurant Partner.**

2.3 The Restaurant Partner is solely and exclusively responsible for:

- the quality, freshness, temperature, and completeness of the food ordered,
- the accuracy of menu descriptions, allergen information, and pricing,
- the preparation time and fulfilment of the order,
- the delivery of the order (where delivery is performed by the Restaurant Partner or its couriers),

- compliance with applicable food safety, hygiene, and consumer protection laws in connection with food preparation and delivery.

2.4 Smakigo's responsibility is limited to the operation and availability of the Platform itself, the facilitation of the ordering process, and the processing of payments. Smakigo does not prepare, handle, package, or deliver food.

2.5 In accordance with DSA Article 6, Smakigo shall not be liable for information or services provided by Restaurant Partners, provided that Smakigo does not have actual knowledge of illegal activity or information and, upon obtaining such knowledge, acts expeditiously to remove or disable access to it.

§ 3. REGISTRATION AND CUSTOMER ACCOUNT

3.1 To place orders through the Platform, you must register an account using your phone number and verify it via a one-time password (OTP) sent by SMS.

3.2 You are responsible for maintaining the confidentiality of your account and for all activity that occurs under your account.

3.3 You must be at least 18 years of age to register an account and use the Platform. By registering, you confirm that you meet this requirement.

3.4 You must provide accurate and current information during registration. You must update your account details promptly if they change.

3.5 Smakigo reserves the right to suspend or terminate accounts where there is evidence of fraudulent activity, abuse of the Platform, or violation of these Terms.

§ 4. PLACING ORDERS

4.1 Orders are placed through the Platform by selecting items from a Restaurant Partner's menu and completing the checkout process.

4.2 By completing checkout, you enter into a binding contract with the Restaurant Partner for the purchase of the selected items. Smakigo facilitates this process but is not a party to it.

4.3 At checkout, you will be shown a clear disclosure confirming that **food preparation, food quality, and delivery are the sole responsibility of the Restaurant Partner**. Completion of the order constitutes acknowledgement of this.

4.4 Menu item descriptions, allergen information, and prices are provided by the Restaurant Partner. Smakigo does not independently verify this information. If you have specific dietary requirements or allergies, you should contact the Restaurant Partner directly before ordering.

4.5 Orders, once placed and confirmed by the Restaurant Partner, may not be cancelled by the Customer except in accordance with §7 (Cancellations and Refunds).

4.6 Smakigo reserves the right to refuse to process an order at its discretion, including where there is suspicion of fraudulent activity.

§ 5. DELIVERY

5.1 Delivery of orders is performed exclusively by the Restaurant Partner or couriers engaged by the Restaurant Partner. Smakigo does not employ delivery drivers and does not provide delivery services.

5.2 Estimated delivery times shown in the Platform are indicative estimates provided by the Restaurant Partner. They are not guaranteed and may vary due to factors outside the control of Smakigo or the Restaurant Partner (including traffic conditions, weather, or order volume).

5.3 Any complaint relating to late delivery, non-delivery, incorrect delivery address, or the condition of food upon delivery must be directed to the Restaurant Partner in the first instance, using the contact details available in the order tracking screen and order history.

5.4 Smakigo shall not be liable for loss or damage arising from late delivery, non-delivery, or the condition of food delivered by the Restaurant Partner.

§ 6. PRICING AND PAYMENTS

6.1 All prices displayed on the Platform are quoted in Polish złoty (PLN) and include VAT where applicable.

6.2 A delivery fee may apply, calculated based on the distance between the Restaurant Partner and your delivery address. The applicable delivery fee is displayed at checkout before you confirm your order.

6.3 Payment is processed through Przelewy24 (PayPro S.A.), an authorised payment service provider. Smakigo does not store your payment card details.

6.4 Payment is due at the time of placing the order. The Restaurant Partner will receive payment after successful fulfilment of the order, in accordance with the settlement terms agreed between Smakigo and the Restaurant Partner.

6.5 In the event of a payment processing error or failure, please contact Smakigo support at support@smakigo.pl.

§ 7. CANCELLATIONS AND REFUNDS

7.1 Once a Restaurant Partner has accepted your order, the order cannot be cancelled by the Customer through the Platform.

7.2 If you have placed an order and the Restaurant Partner has not yet accepted it, you may contact Smakigo support to request cancellation.

7.3 Refunds for food quality issues, incorrect orders, missing items, or delivery problems are the responsibility of the Restaurant Partner. You should contact the Restaurant Partner directly using the contact details in the order history screen.

7.4 Refunds for technical payment errors (e.g., a duplicate charge, a charge where no order was placed) are handled by Smakigo. Please contact support@smakigo.pl with your order number and a description of the issue.

7.5 Smakigo may, at its sole discretion, facilitate a refund on behalf of the Restaurant Partner as part of a complaint mediation process, but is under no obligation to do so.

7.6 Right of withdrawal: under Polish consumer law (ustawa z dnia 30 maja 2014 r. o prawach konsumenta), the right of withdrawal from a distance contract does not apply to contracts for the supply of food and beverages prepared to the consumer's order, which are perishable or which expire rapidly. By placing an order for food, you acknowledge and agree that the statutory right of withdrawal is excluded for such orders.

§ 8. COMPLAINTS

8.1 Food quality, missing items, incorrect orders, late delivery, or delivery problems — these are the sole responsibility of the Restaurant Partner. Please contact the Restaurant Partner directly using the phone number available in the order tracking screen and in your order history.

Smakigo is not responsible for resolving these complaints.

8.2 Technical problems with the Platform, account issues, or payment processing errors — please contact Smakigo support:

- Email: **support@smakigo.pl**
- Response time: within 2 business days

8.3 You may also submit a complaint through the Platform's in-app complaint feature (available in order history for completed orders). This feature is intended for platform-related issues handled by Smakigo.

8.4 If Smakigo is unable to resolve your complaint satisfactorily, you have the right to use alternative dispute resolution (ADR) procedures, including the European Commission's Online Dispute Resolution (ODR) platform at **<https://ec.europa.eu/consumers/odr>**.

8.5 As a consumer, you also have the right to contact the President of the Office of Competition and Consumer Protection (UOKiK) at **<https://www.uokik.gov.pl>** for advice or to initiate proceedings.

§ 9. SMAKIGO POINTS LOYALTY SYSTEM

9.1 The Platform includes a loyalty points system ("Smakigo Points") which allows Customers to earn points when placing orders at participating Restaurant Partners.

9.2 Points earned at a specific Restaurant Partner can only be redeemed at that same Restaurant Partner. Points are not transferable between restaurants.

9.3 Smakigo Points have no monetary value and cannot be exchanged for cash. They may only be redeemed as a discount against future orders at the relevant Restaurant Partner.

9.4 Points expire 12 months after they are earned, if not redeemed.

9.5 Smakigo reserves the right to modify, suspend, or discontinue the Smakigo Points programme at any time, with reasonable notice to affected Customers.

§ 10. PROHIBITED CONDUCT

10.1 You must not use the Platform to:

- place fraudulent, abusive, or bad-faith orders,
- provide false personal information during registration,
- attempt to circumvent payment processes,
- engage in any conduct that is unlawful, harmful, or that interferes with the operation of the Platform or the services of Restaurant Partners,
- scrape, reproduce, or commercially exploit any content from the Platform without prior written consent from Smakigo.

10.2 Violation of these prohibitions may result in suspension or permanent termination of your account and, where applicable, referral to appropriate authorities.

§ 11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights in the Platform, including its design, software, trademarks, and content (excluding content provided by Restaurant Partners), are owned by or licensed to Smakigo.

11.2 You are granted a limited, non-exclusive, non-transferable licence to use the Platform solely for the purpose of placing orders in accordance with these Terms.

11.3 Nothing in these Terms transfers any intellectual property rights to you.

§ 12. LIMITATION OF LIABILITY

12.1 To the fullest extent permitted by applicable Polish and EU law, Smakigo's liability to you is limited to direct losses actually caused by Smakigo's own fault, and shall not exceed the total value of the order giving rise to the claim.

12.2 Smakigo shall not be liable for:

- any loss arising from the acts or omissions of Restaurant Partners (including food quality, delivery failures, or incorrect orders),
- any indirect, consequential, or special losses,
- any loss caused by circumstances outside Smakigo's reasonable control (force majeure), including but not limited to network outages, server failures, or acts of government.

12.3 Nothing in these Terms excludes or limits Smakigo's liability for death or personal injury caused by its own negligence, fraud, or any other liability that cannot be excluded under applicable law.

12.4 Nothing in these Terms affects your statutory rights as a consumer under Polish law.

§ 13. CHANGES TO THE PLATFORM AND THESE TERMS

13.1 Smakigo reserves the right to modify these Terms at any time. Changes will be communicated to you via the Platform or by email at least 14 days before they take effect.

13.2 Your continued use of the Platform after the effective date of any changes constitutes acceptance of the updated Terms.

13.3 Smakigo may modify, suspend, or discontinue any feature of the Platform at any time, with reasonable notice where practicable.

§ 14. GOVERNING LAW AND JURISDICTION

14.1 These Terms are governed by the law of the Republic of Poland.

14.2 Any disputes arising from or in connection with these Terms shall be subject to the jurisdiction of the courts of Poland.

14.3 If you are a consumer, you benefit from any mandatory consumer protection provisions of the law of your country of habitual residence that provide you with greater protection than these Terms.

§ 15. CONTACT

15.1 For any questions relating to these Terms or the Platform:

- **Email:** support@smakigo.pl
- **Postal address:** Prem Kamal sp. z o.o., ul. Żurawicka 21A/9, 02-495 Warsaw, Poland
- **Data Protection Officer / Privacy queries:** biuro@smakigo.pl