

## Terms and Conditions for McDonald's Online Services (ESTONIA)

Last updated: October 15, 2021

**IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS (“TERMS”). THEY CONTAIN LIMITATIONS ON McDONALD’S LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.**

By installing, accessing or using any websites, mobile apps, email newsletters and subscriptions, and other digital properties on which these terms are posted or referenced (together, “online services”), you are entering into a binding agreement with PREMIER RESTAURANTS EESTI OU (“McDonald’s”, “we” or “us”). In the Republic of Estonia, which it controls and operates from its headquarters at Tartu mnt 13, Kesklinna district, Tallinn city, Harju county, 10145.

You should also review our Privacy Statement which describes how we collect, use and share information.

The online services are not intended to be used by, or targeted to, anyone under the age of 16. You must be at least 16 years old to use the online services. If you are at least 16 but not yet 16 years old (or the legal age of majority if different in your jurisdiction), then you must review these terms with your parent or guardian and they must understand and agree to these terms in order for you to use the online services.

If you or your parent or guardian do not agree to these terms, then you must immediately stop using the online services and request that McDonald’s close any online services account that you have created. You can request account deletion by sending an email to [info@ee.mcd.com](mailto:info@ee.mcd.com), please include the email address of the account that you want deleted.

### 1. About the online services.

**Availability of products and services.** McDonald’s products and services are available in many parts of the world. However, the online services may describe products and services that are not available worldwide.

**Obey the rules of the road.** Whenever you use the online services, you must obey the rules of the road and all applicable rules and regulations. **YOU MUST NOT USE THE ONLINE SERVICES WHILST DRIVING OR WHILST BEHIND THE WHEEL OR CONTROLS OF A VEHICLE THAT IS MOVING OR NOT IN “PARK”.** In the interest of safety at all times, you should only use the online services when it is lawful and safe to do so.

**You are responsible for your devices and accounts.** You are responsible for any devices, software and services needed to use the online services. McDonald’s does not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the online services, including when we communicate with you by text, email or other means that you choose. You may only use the online services with devices that you own or control and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If you create an online services account, you are responsible for keeping the account secure and for all activity under the account. You can only use one online services account and must keep your account information accurate at all times.

**McDonald’s right to update or terminate the online services.** You understand and consent that (with or without notice) McDonald’s may update, modify or terminate the online services (or your access to them) from time to time, including by pushing updates to (or removing functionality or access from) any McDonald’s mobile app that you have installed on your device.

**Updates to these terms.** McDonald's may also update these terms at any time and at its sole discretion. If McDonald's makes material changes to the terms, we will notify you by any reasonable means such as by posting the new terms in the online service. If you do not agree to the changed terms, then you must immediately stop using the online services and request that McDonald's close any online services account that you have created. To close your account, you can contact or email us at [info@ee.mcd.com](mailto:info@ee.mcd.com).

**Links to job opportunities from the online services.** McDonald's and all restaurants are equal opportunity employers committed to diverse workforces. The online services may provide links to job opportunities posted by McDonald's or by restaurants. These opportunities are with the restaurant alone (in other words, with the subsidiary or franchisee) and not with McDonald's or its parent company (McDonald's Corporation). This means that the restaurant that posted the opportunity is alone responsible for setting the job requirements, all hiring decisions, and all other employment related matters in its business. Neither McDonald's nor its parent company receives a copy of any application you submit to a restaurant that is a franchisee, neither controls whether you receive an interview or are hired, and neither controls franchisees' employment policies and practices. Neither McDonald's nor its parent company employs independent franchisees. If you are hired by a restaurant that is a franchisee, only that franchisee, and not McDonald's or its parent company (McDonald's Corporation), will be your employer.

**How to contact us.** If you have any questions or comments regarding the online services, please see the Contact Us section in the online services or you can always visit <https://mcdonalds.ee/kontakt>.

## **2. Our information practices and communications with you.**

**McDonald's Privacy Statement.** The McDonald's Privacy Statement describes our information practices, including how we collect, use and share information.

**How we communicate with you.** Through the online services, you may opt in to receive emails, text messages to the mobile number you provide to us or push notifications from McDonald's. When you opt in to any of these types of communications, you understand and consent that that you will receive marketing, transactional and other messages from McDonald's. McDonald's may use the information you have provided to us to communicate with you in accordance with McDonald's Privacy Statement.

**Opting out of communications generally.** You have a choice in how we communicate with you. You can generally find your communication preferences with instructions on how to opt out in the profile section of the online service that you use. You may also have the ability to change your communication preferences using your device settings. In addition, our communications themselves may include the opportunity to opt out. You understand and agree that you may need to separately manage your communication preferences for each communication method. For example, if you opt out of receiving marketing emails, you may still receive marketing text messages if you've opted in to receiving them. Whilst we do our best to offer convenient methods for you to manage your communications preferences, you may need to separately adjust your preferences for each online service. Please note that for some account-related and transactional communications, the only way to stop receiving these communications may be to close your online services account. Lastly, please note that if you are receiving communications from a McDonald's franchisee, then you will need to opt out from them directly.

## **3. Sending orders to restaurants.**

This section applies to any orders you place using the online services. Please read this section before you send any orders to restaurants using the online services. Please note that ordering may not be available in all online services. Please see the FAQs for more information on ordering.

## **About ordering.**

The purpose of ordering is to provide customers with a convenient way of building orders for products in advance and submitting their orders at a participating restaurant.

In order to place an order using the online services you need to have a registered online services account. The following information is required for registration: first and family name, and email-address.

## **Registering your payment method.**

Before you submit an order, you must register a credit card or debit card (either one, a “payment card”) to use with your orders.

McDonald’s and the restaurants use third party providers to securely store your payment card information and process your payments to restaurants. You understand and agree that, when you register a payment card, McDonald’s or its third party providers may verify that the payment card you registered is valid. You also understand and agree that when you use ordering to make a purchase from a restaurant, that restaurant will be the merchant of record. Restaurants may require information other than your order code to verify your purchase. You represent and warrant that you are of sufficient age and have all legal rights to use all payment cards you register.

## **You purchase products directly from restaurants.**

When you use ordering, you submit orders directly to a participating restaurant and the contract for supplying the products will be between you and the restaurant that accepts your order. The restaurant where you collect your products is responsible for preparing the products and providing them to you. You further understand and agree that you are purchasing directly from restaurants (and not McDonald’s Corporation or any other McDonald’s entity) and that neither McDonald’s Corporation nor any other McDonald’s entity have any responsibility arising out of or related to any products that you purchase from restaurants using ordering.

## **Building, paying and sending your order to a restaurant.**

You can use ordering to build your order and send it to a participating restaurant that you select. You make your purchase and your payment card is charged when you press “Pay Now” on the online service. You will receive an order code. Orders made must be collected in person from the selected restaurant.

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## **Your Order Options**

You can select the following options to pick up your online order: curbside (only available in some locations), counter, table service or drive thru.

## **Preparing your Order**

All products are subject to availability at the restaurant where you collect your order. When you select your restaurant, you will see the breakfast or main menu serving time for that restaurant. When you select your pick up option for counter or drive thru, you will see the serving time for each option (For example 6am – midnight). If you arrive after the restaurant has closed, then you will not be able to collect your order and the payment will not be refunded. Please ensure you can arrive in time before you confirm and make payment.

When placing your order for pick up at the counter you will see a message informing you of the approximate number of minutes to prepare your order. Once you confirm and pay your order will be prepared. If you have location services activated and you are far from the restaurant you may see a

message for you to confirm you are ready to pay and for the order to be prepared. If you do not have location services activated your order will be prepared immediately after payment. Please ensure that you can arrive in good time.

When placing your order for pick up at the Drive-Thru, you confirm and pay but your order will not be prepared until after you arrive at the Drive-Thru and provided your order code. If you select pick up at drive thru and you arrive after the menu change over or if any of your selected products are no longer available, then you will need to speak to a crew member.

When placing your order for pick up at curbside or for table Service, once you arrive, you need to enter your Curbside or table number into the App before you can pay. Once you confirm and make payment your order will be prepared. Once the order is ready, a crew member will greet you at your curbside or table and deliver your order.

Some restaurants do not sell all products. Images of products and packaging on the online services are examples only and may not be identical to the product or packaging you receive from a restaurant. Differences may be due your device's display of colours or factors such as the ingredients used, the supplier, the region of the country, and the season of the year.

#### **About the prices in ordering.**

Each restaurant independently determines its own prices and independently applies any additional taxes and fees as required by law. Certain offers and pricing may not be available for all orders at all locations. In the event you discover an error in the price of a product charged to you, please contact the restaurant where you purchased the product to seek a refund of the difference.

#### **Location Services**

You may need to enable location services on your device to benefit from the automatic selection of your nearest restaurant and a location check if you are far away when you submit and pay for your order. If you do not have location services enabled, or if you do not wish to order from your nearest restaurant you will have selection the restaurant manually.

#### **Paying for your order.**

When you submit "Pay Now" you authorize the restaurant to process your order. The restaurant's payment service provider will process your payment and charge the payment card you selected when you built your order. You may receive a notification within the ordering feature that the restaurant has accepted your order and is preparing it. You own the products after you have collected them.

#### **What if I have an issue with a payment or want a refund?**

Please contact your bank if you have any questions about charges reflected on your payment card statement or to dispute a restaurant transaction for a charge on your payment card. Your bank can advise you on your bank policy and can tell you their policy on when they release pending charges.

#### **What should I do if I suspect fraudulent activity on my account?**

If you believe incorrect or unauthorized charges appear on your account, you should immediately contact your bank. You should also immediately update your password. Security experts recommend that individuals use good password complexity and different user name and password combinations for each account.

#### **Cancelling your order, refunds and your consumer rights.**

You have the ability to update or abandon your order at any time until you confirm and pay for your order. However, once you confirm and pay for your order you cannot cancel it. If you desire to seek a refund, including if the products are unsatisfactory or for any other reason, please contact the restaurant where you purchased the product regarding any refund due to you. Your legal rights in this respect are not affected by anything in these terms.

#### 4. MyBites Loyalty Program

**Generally.** These terms describe the MyBites Loyalty Program.

**Eligibility and enrolment.** In order to enrol in MyBites, you must register an account to use the online services. Customers who registered an account to use the online services prior to the launch of MyBites can enrol by continuing to use the online services on or after the launch date of MyBites.

**Offers** You have the possibility of receiving offers through the online services. The following general terms apply to the offers: (1) the offer may only be available through that particular online service and for the product shown and subject to availability, in participating restaurants only, and until the expiration date; (2) serving times apply (e.g., certain non-breakfast offers may not be available at breakfast serving times); (3) unless otherwise stated each offer expires on redemption; (4) offers are not transferable; and (5) there is no cash alternative; (6) Offers are only redeemable instore at the counter, kiosk or drive thru and not when using a Delivery Service. In addition there may be specific terms that apply to the offer which are stated on the app next to the offer.

#### **How to redeem an offer**

You redeem an offer when you place your order

On your device using the on-line services, or

at the counter or kiosk by scanning the offer QR code or

at a Drive Thru by reading out the alphanumeric code to the crew member taking your order

**How to earn points.** You will earn points based upon the value of your qualifying purchase at the rate of 10 points for each full euro spent. You can see the products eligible for points displayed on the app.

You earn points from a qualifying purchase" at a participating restaurant when you place your order:

On your device using the on-line services, or

at the counter or kiosk by scanning your digital loyalty card; or

at a Drive Thru by reading out the alphanumeric code to the crew member taking your order.

If you do not follow this process at the time of purchase you will not earn points or have any recourse to claim the points. There might be a delay before the Points that you earn are added to your account.

**Bonus campaigns or promotions.** From time to time, McDonald's may offer bonus campaigns or points accelerators that allow you to earn points in new and different ways. Further information regarding any bonus campaign or promotions shall be made available in the context of such campaign or promotion.

**Maximum points you can earn.** Your account holds a maximum of 9999 points ("Rewards Ceiling") at any one time. If making a qualifying purchase will cause you to exceed the Rewards Ceiling, you will not earn points above the Rewards Ceiling.

**Redeeming your points.** You can redeem your points at participating restaurants for free products from the Rewards Menu ("Redeemable Product(s)"). You must use the McDonald's app to convert your points to an offer selected from the Rewards Menu.

You redeem an offer when you place your order:

- On your device using the on-line services, or
- at the counter or kiosk by scanning the offer QR code or
- at a Drive Thru by reading out the alphanumeric code to the crew member taking your order.

**Rewards Menu.** The Redeemable Products and how many points are required for each Redeemable Product are contained in the Rewards Menu on the app.

**Point expiration.** Points expire at the end of the month after the year earned.

## **Refunds**

McDonald's is entitled to remove points at any time if products are returned for any reason and a full or partial refund of the purchase price is given. This also applies to the exchange of products, unless the exchange is for products with an equivalent points value.

## **Suspicious Activity**

McDonald's is entitled to take any action it considers appropriate, including removing or suspending your account and points accrued if we detect any suspicious activity concerning your account including but not limited to:

- (i) engaging in illegal or fraudulent activities;
- (ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to McDonald's or the participating restaurant; or
- (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any reward, benefit or points other than in accordance with these terms and conditions; or
- (iv) excessive earning (via fraud or other means).

## **Miscellaneous.**

Points have no cash value. Points are not transferrable.

## General

You may only have one MyBites account at any one time.

You are responsible for updating any change of name, email or any other details as soon as practicable after the change. McDonald's is not responsible for any failure by the customer to update any details in accordance with this clause.

McDonald's reserves the right to terminate the MyBites Loyalty Program if events beyond its reasonable control mean that it can no longer operate it.

McDonald's reserves the right not to accept MyBites Loyalty points if in its reasonable opinion the App or MyBites points have been tampered with.

An account will terminate automatically on the death of the account holder. MyBites Points earned but not yet redeemed will be cancelled. McDonald's will close the MyBites account on notification of the account holder's death. McDonald's will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.

McDonald's retains at all times ownership of all materials and advertising in connection with the MyBites Loyalty Program together with all intellectual property rights in and over the materials and advertising for MyBites Loyalty Program.

Taking part in the MyBites Loyalty Program amounts to acceptance of these terms and to their respective interpretation under the law and jurisdiction set out in Clause 8 and Clause 10.

You agree that the following shall not be considered to be proper participation in the MyBites Loyalty Program:

- any purchase (including via a third party (i.e. eBay)), sale, offer to sell, giving away or other dealing with the App or MyBites Loyalty Points save for as expressly permitted in these terms,

- any use for any purpose whatsoever, save as expressly permitted in these terms, of McDonald's advertising, feature taken from such advertising, and/or of the intellectual property rights in or over such advertising, and

- any breach by you of these terms.

Nothing in these terms shall affect your statutory rights. McDonald's may (in its sole discretion) decline to enter into any correspondence save as otherwise stated in these terms.

All instructions, terms and conditions on any advertising or promotional materials relating to this Promotion form part of these terms although, in the event of conflict, these provisions shall prevail over all such other instructions, terms and conditions. Expressions which have been defined above shall have the same meanings when used in such other instructions, terms and conditions wherever the context admits.

Promoter: PREMIER RESTAURANTS EESTI OU, registration number 10190065, address Tartu mnt 13, Kesklinna district, Tallinn city, Harju county, 10145.

You may, at any time, cancel your account by selecting 'Delete Account' in the Profile section of the App. Upon confirmation of cancellation, all accumulated MyBites Loyalty Points in your account will immediately expire. Accordingly, McDonald's recommends that customers members carefully plan all cancellations to avoid unintentional loss of accumulated points. Once expired, the points cannot be reimbursed.

**You purchase products directly from restaurants.** When you redeem offers or points, you redeem them directly with a participating restaurant and the contract for supplying the products will be between you and the restaurant that accepts your order (and not with McDonald's nor any other Members of the McDonald's System). The restaurant where you collect

your products is responsible for preparing the products and providing them to you. YOU FURTHER UNDERSTAND AND AGREE THAT YOU ARE PURCHASING DIRECTLY FROM RESTAURANTS (AND NOT McDONALD'S OR ANY OTHER MEMBERS OF THE McDONALD'S SYSTEM) AND THAT NEITHER McDONALD'S NOR ANY OTHER MEMBERS OF THE McDONALD'S SYSTEM HAVE ANY RESPONSIBILITY ARISING OUT OF OR RELATED TO ANY PRODUCTS THAT YOU PURCHASE FROM RESTAURANTS USING ORDERING. McDonald's Corporation (which is McDonald's parent company), its subsidiaries, affiliates, their franchisees, agents, representatives, and agencies and their officers, directors, and employees are together, "Members of the McDonald's System".

**About the products in the online services.** All products are subject to availability at the restaurant where you collect your order. Some restaurants do not sell all products. Images of products and packaging on the online services are examples only and may not be identical to the product or packaging you receive from a restaurant. Differences may be due your device's display of colours or factors such as the ingredients used, the supplier, the region of the country and the season of the year.

**About the prices in ordering.** Each restaurant independently determines its own prices. Prices include VAT at the current Estonian rate. Certain offers and pricing may not be available for all orders at all locations. In the event you discover an error in the price of the product charged to you, please contact the restaurant where you purchased the product to seek a refund of the difference.

## **5. Ownership and Licenses for the online services.**

**McDonald's intellectual property ownership.** Any and all rights in the online services are and shall remain the exclusive property of McDonald's or its licensors. For purposes of clarity, "online services" includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, "content") as well as any part of the online services. The online services are licensed, not sold, to you. Nothing in these terms intends to transfer any such rights to, or to vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with McDonald's or its licensors' rights.

**Your license to use the online services.** Subject to these terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the online services solely for your own personal, non-commercial purposes solely in accordance with these terms. For purposes of clarity, "Use" includes access, interact with, and display. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights these terms expressly grant to you. McDonald's reserves all other rights.

**Trademark information.** Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of McDonald's or licensors. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

## **6. User submissions and unsolicited ideas**

**User submissions.** Some online services may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to McDonald's through the online services (together, "submissions"). You understand that by submitting any information to McDonald's through the online services, you grant McDonald's a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the submissions, including to use them for any commercial or other purpose whatsoever without approval



from or compensation to you or any other person, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person. McDonald's will not be required to treat any submissions as confidential.

**Unsolicited ideas.** It is McDonald's policy not to consider unsolicited ideas. While we appreciate you taking the time to consider McDonald's, we're unable to review new ideas from outside the McDonald's system. You expressly waive any and all claims against McDonald's and Members of the McDonald's System in connection with McDonald's consideration, use or development of any product, design, concept or other materials similar or identical to your submission now or in the future. Please see McDonald's FAQs for more information.

## **7. Acceptable uses and restrictions for the online services.**

**Acceptable uses and other restrictions.** With respect to the online services (which includes content), you may not, and may not allow third parties, to:

- a) Use the online services for any purpose that is unlawful or prohibited by these terms;
- b) Delete or change any copyright, trademark, or other proprietary notices;
- c) Attempt to obtain ownership or title to the online services, including the content;
- d) Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
- e) Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
- f) Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
- g) Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations, you also represent and warrant that you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; or (ii) listed on any U.S. Government list of prohibited or restricted parties; or (iii) subject to any Estonian or European Union sanctions or restrictive measures;
- h) Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
- i) Attempt to disable, damage, overburden, impair or gain unauthorized access to the online services, McDonald's network or any user accounts associated with the online services.

## **8. Limitations on liability and disclaimers.**

**Limitations on McDonald's liability.** NEITHER McDONALD'S NOR ANY OTHER MEMBERS OF THE McDONALD'S SYSTEM SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGE, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF THE ONLINE SERVICES. NOTHING IN THIS SECTION IS INTENDED TO LIMIT McDONALD'S LIABILITY FOR DAMAGES TO THE EXTENT CAUSED BY McDONALD'S OWN GROSS NEGLIGENCE OR INTENTIONAL OR UNLAWFUL MISCONDUCT. ADDITIONALLY, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE LIMITED OR ALTERED UNDER APPLICABLE LAW. McDonald's reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

**McDonald's provides the online services "AS-IS" and without any warranties.** The online services may include inaccuracies or errors. McDONALD'S PROVIDES THE ONLINE SERVICES "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. McDONALD'S DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. McDONALD'S DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT THE ONLINE SERVICES WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY RELATED TO YOUR USE OF THE ONLINE SERVICES. YOUR SOLE REMEDY AGAINST McDONALD'S AND ALL OTHER MEMBERS OF THE

McDONALD'S SYSTEM FOR DISSATISFACTION WITH THE ONLINE SERVICES IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

**Third party services.** The online services may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services (together, "third party services"). These third parties may have their separate terms and conditions or privacy policies that you should review and understand before using them. McDonald's does not endorse and is not associated with any of these third party services. McDONALD'S HAS AND ALL OTHER MEMBERS OF THE McDONALD'S SYSTEM HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THESE THIRD PARTY SERVICES.

**Events beyond our control.** McDONALD'S HAS AND OTHER MEMBERS OF THE McDONALD'S SYSTEM HAVE NO RESPONSIBILITY FOR McDONALD'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THESE TERMS CAUSED BY OR RELATED TO ANY EVENT BEYOND MCDONALD'S REASONABLE CONTROL. If such an event occurs, then McDonald's obligations under these terms will be suspended for the duration of the event; and McDonald's may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these terms may be performed despite the event.

**How we settle disputes.** You agree that any claim or dispute (whether in contract, tort, or otherwise) you may have with McDonald's or any other Members of the McDonald's System arising from or related to the online services or these terms will be resolved amicably between the affected parties within 30 (thirty) days from the day when the dispute will have arisen. If an amicable settlement of the claim or dispute cannot be reached within the period specified above, such claim shall be resolved in general jurisdiction courts of Republic of Estonia, applying Estonian law.

## 9. Apple Applications

These terms incorporate and supplement the Apple, Inc. ("Apple") terms and Conditions (available at <http://www.apple.com/legal/itunes/us/terms.html#service>), including the Licensed Application End User terms therein ("Apple terms"). If you are using the online services through Apple application ("Apple Application"), you also acknowledge and agree:

- Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Apps, please contact McDonald's, not Apple, using the above Support Services details;
- except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Apple Application are between you and McDonald's (and not between you, or anyone else, and Apple); and
- in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;

If the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may refund the purchase price of the Apple Application to you subject to then-current Apple terms and conditions. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

## 10. Miscellaneous.

- McDonald's makes no representation that the online services are appropriate or available outside of the Republic of Estonia. If you use the online services from other locations you are responsible for compliance with applicable local laws.

- These terms will be governed and interpreted pursuant to the laws of Estonia, notwithstanding any principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction of the federal and state courts in Estonia for purposes of any legal action arising out of or related to these terms or the online services.
- Although these terms govern the online services as between McDonald's and you only (and although Apple is not a party to, and no other Members of the McDonald's System are parties to, these terms), Apple and other Members of the McDonald's System are third party beneficiaries under these terms and will have the right to enforce against you those rights that McDonald's holds under these terms to the extent such terms may pertain to them; there are no other third beneficiaries under these terms.
- On termination of these terms or of your permission to use the online services, all rights granted to you under terms shall cease; however, these terms will continue to apply to your prior use of the online services and anything relating to or arising from such use. Upon termination, all of rights of McDonald's and other Members of the McDonald's System, including all intellectual property rights, proprietary rights, and licenses in these terms shall survive, as well all restrictions on use, all limitations on liability and disclaimers, and all of Section 8 ("How we settle disputes").
- Each of the terms and conditions in these terms are severable and operate separately. If any of them are unlawful, void or unenforceable, then the remaining terms and conditions will remain in full force and effect.
- If McDonald's fails to insist that you perform any of your obligations under these terms, or if McDonald's does not enforce its rights against you, or delays in doing so, that will not mean that McDonald's has waived its rights against you and will not mean that you do not have to comply with those obligations.
- McDonald's may transfer its rights and obligations under these terms to another organization or entity, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if McDonald's agrees in writing.