

## Terms of Conditions

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Thank you for interacting with Bouquet! These Terms of Service (“Terms”) govern your use of the Bouquet services, including any websites, mobile applications, devices, APIs, or artificial intelligence (“AI”) powered generative experiences that are operated by Bouquet or its subsidiaries and affiliates (collectively, the “Services”), and are entered into by you and BTL Territories (Bouquet), a Ghanaian Registered Entity and its subsidiaries and affiliates (“Bouquet”). This Agreement applies to all visitors, users, and other parties who access the Services (each, hereafter, a “user”).

By using the Services, you agree to be bound by these Terms and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with Bouquet Privacy Policy.

The Services include a technology platform that presents you with a monthly subscription based solution that aggregates all monthly recurring expenses (products and services) with one payment and a set of one or more retailers (each a “Retailer”) virtual storefronts from which you can select products / service to be delivered to your location or, if available, for you to pick up at our pickup points. Depending on the Retailer from whom you purchase goods through the Services, picking and packing, and delivery services may be performed by third parties, which may include Retailer personnel, independent contractors, and third-party logistics providers (collectively, “Third Party Providers”).

You acknowledge that Bouquet does not supervise, direct, or control the performance of services provided by Third Party Providers, and that Third Party Providers are neither employed by, nor in any partnership or joint venture or agency relationship with, Bouquet.

When you use the Services to place an order for goods or subscribe to a bouquet package, you authorize the purchase of those goods from the Retailers you select and, if you have selected delivery services, the delivery of those goods by Third Party Providers. Unless otherwise specified, you acknowledge and agree that Bouquet and the Third Party Provider are collectively acting as your agents in the ordering, picking, packing, and/or delivery of goods purchased by you and that the Retailer—not the Third Party Provider and not Bouquet—is the seller of the goods to you. You agree that your purchase is being made from the Retailer you have selected, that Retailer is the merchant of record, and that title to any goods passes to you when they are purchased at the applicable Retailer’s store. You agree that Bouquet or the applicable Retailer will obtain an authorization for your credit card, debit card, or other payment method on file with Bouquet to cover the cost of the goods you have purchased from the Retailer and any separate Bouquet fees and optional tips, and your payment method will be charged for the goods purchased by you and any applicable fees, taxes and/or tips.

You also acknowledge and agree that, except as expressly provided for otherwise in these Terms or a separate agreement between you and Bouquet, Bouquet does not form any employment or agency relationship with you and does not hold title to any goods that you order through the Services.

Unless otherwise indicated, all prices and other amounts are in the currency of the jurisdiction where the delivery takes place.

Occasionally there may be information on the Services that contains typographical errors, inaccuracies, or omissions that may relate to pricing, product descriptions, promotional offers, and product availability. Bouquet reserves the right to correct any errors, inaccuracies or omissions and to change or update information or refuse or cancel orders if any information on the Services is inaccurate at any time without prior notice (including after you have submitted your order and/or your payment method has been charged).

#### 1. Your Use of the Services

Bouquet grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for their intended purposes subject to your compliance with these Terms, Bouquet Community Guidelines for Customers, and any other policies. You may not copy, modify, distribute, sell, or lease any part of the Services. Unless such restriction is prohibited by law or you have Bouquet written permission, you may not reverse engineer (including tracking the inputs and outputs flowing through our system or application in order to mimic or recreate the system or application) or attempt to extract the source code of the Services. You may only access the Services through the interfaces that Bouquet provides for that purpose (for example, you may not “scrape” or “data mine” the Services through automated means or “frame” any part of the Services), and you may not interfere or attempt to disrupt the Services. You further agree that you will not use the Services or any information contained therein or obtained therefrom, including any output or other information derived from the Services, to directly or indirectly create, train, test, or improve any machine learning, large language, or artificial intelligence models, or similar or competing product, service, or technology (including for research purposes, open source, or other non-commercial use).

Some parts of the Services may allow you to upload or submit content (such as text, images, video, recipes, lists, links, and other materials). As between you and Bouquet, you retain all rights in any content that you upload or submit, and are solely responsible for that content. By uploading content, you represent and warrant that you either own it or are authorized to grant Bouquet the rights described in these Terms. You are responsible and liable if any of your

content violates or infringes the intellectual property or privacy rights of any third party. You grant Bouquet a non-exclusive, royalty-free, worldwide, transferable, sub licenseable, perpetual license to use, store, publicly display, publicly perform, reproduce, modify, create derivative works from, or distribute any such content, and to use the content to train, test, or otherwise enhance our machine learning algorithms, for the purposes of operating, providing, and improving the Services. Bouquet may, in its sole discretion, remove or take down any content that you upload or submit to the Services for any reason, including violation of these Terms, the Bouquet Community Guidelines for Customers, or any other policies.

You may have the option of accessing the Services through downloadable software and this software may update itself automatically on your device. Some software, or portions of software, in the Services may be governed by open source licenses. In that case, Bouquet will make such licenses available to you and, in the case of conflict between such a license and these Terms, the open source license will control but only with respect to the software, or portion of the software, to which it applies.

By using the Services, you represent and warrant that you are of legal age in the jurisdiction in which you reside to form a binding contract with Bouquet. If you are using Bouquet Services for its intended purposes on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

In order to use the Services, you may need to create a user account. You agree that you are responsible for all conduct and transactions that take place on or using your account and that you will take precautions to keep your password and other account information secure. You also agree that you will comply with all applicable laws when accessing or using the Services, you will adhere to the Bouquet Community Guidelines for Customers (which may be updated from time to time) and any other applicable policies, and you will respect those who you encounter in your use of the Services, including Third Party Providers, Bouquet personnel, and individuals who support Instacart's Help Center. Instacart reserves the right to decline orders, refuse partial or full delivery, terminate or restrict access to accounts or Services, and/or cancel orders at any time in its sole discretion.

We're constantly modifying and improving the Services. Bouquet may introduce new features, change existing features, or remove features from the Services at any time and without notice. If you provide Bouquet with any feedback on or comments regarding the Services, you grant Instacart the right to use such feedback or comments for any purpose without restriction or payment to you.

If you have any requests for order cancellations, refunds, or returns, please visit your account to initiate such requests or review our Help Center articles for our policies regarding the same. Please note that once a shopper has begun shopping your order and/or delivery has begun, you may no longer have the option to reschedule or cancel the order. If we are able to reschedule or

cancel your order, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

If Bouquet suspects or determines, in its sole discretion, any fraud, tampering, abuse, or violation of our Terms of Service in connection with your use of the Services (including but not limited to any order, refund, or use of an incentive or benefit), Bouquet reserves the right to cancel the order, decline or reverse a refund, charge your card on file, revoke, cancel and/or terminate the incentive or benefit, or to take other remedial measures.

## 2. Communications

By creating a user account, you agree to accept and receive communications from Bouquet or Third Party Providers, including via email, text message, calls, and push notifications to the cellular telephone number you provided to Bouquet. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre recorded messages sent by or on behalf of Bouquet, its affiliated companies, and/or Third Party Providers, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in Your Account Settings or by using the unsubscribe mechanism included in the message, where applicable. You may also opt-out of receiving promotional text messages from Bouquet by replying "STOP" from the mobile device receiving the messages.

If you use the Services to order a prescription drug product (where available), you understand and agree that user inquiries must be conducted via telephone. You also understand and agree that a third party pharmacy and/or Bouquet may send you unencrypted SMS messages, push notifications or other electronic notifications relating to prescription drug products that you order through the Services. There is some level of risk that information in such communications could be read by an unintended third party. By using the Services to order a prescription drug product, you explicitly disclaim any liability, and waive and release any claim (to the maximum extent permitted by law), against Bouquet, its affiliated companies, and Third Party Providers for any harm or damage arising out of or in connection with any SMS messages, push notifications and/or other electronic notifications.

## 3. Coupons, Promotions and Credits

You may have access to promotion codes, discounts, coupon codes, and offers ("Coupons") that may provide a benefit to you when making a purchase using the Services. Coupons are available for a limited time only and may be subject to certain restrictions and subject to related manufacturers' or retailers' terms. Coupons are subject to change, cancellation, or expiration at any time, and to the terms and conditions of the relevant coupon offer or. If you do not purchase the qualifying items added to your cart while the coupon is still in effect, the coupon's offer will not apply. Coupons are only valid when applied to qualifying items displaying the offer and may not be combined with other promotional offers or mail-in rebates. When coupons are redeemed, sales tax may be charged on the undiscounted original price of the product(s). If you return any

of the products purchased with a coupon, the coupon discount or value will be subtracted from the return credit. Coupons may not be sold, copied, modified, or transferred. Coupons have no cash value and may be limited to one per user unless otherwise disclosed. Coupons are only good while supplies last and are void where restricted or prohibited by law.

You can find more information about Coupons and other separate promotions that may be available from time to time on Bouquet website, and mobile applications.

#### 4. Transactions Involving Alcohol

You may have the option to order alcohol products. You agree that you will comply with all applicable laws and not cause Bouquet or any Third Party Provider (including any Retailer) to contravene any applicable laws. If you order alcohol products from Bouquet Services, you agree that you are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 18 years and above in Ghana, 21 years of age or older in the United States, 18 years of age or older in Alberta, Manitoba, and Quebec, and 19 years of age or older in all other Canadian provinces). You also agree that, upon delivery of alcohol products, the recipient will provide a valid government-issued identification proving their age, and that a Rep by Bouquet may scan this identification and may require a signature from the recipient. You also agree that the recipient will not be intoxicated when receiving delivery of alcohol products, and that you will not purchase alcohol with the intent to resell or provide it to someone who is not of legal drinking age. If the recipient is unable to present valid photo identification upon delivery, your order will be canceled. You agree that if any applicable legal requirements for the delivery of alcohol are not met, Bouquet reserves the right to cancel the alcohol-related portion of your order. Special requests or substitutions for the purchase of alcohol products will not be honored; all requests for the purchase of alcohol products must be made through the catalog available through the Services at the time of submitting the order.

#### 5. Third-party Products and Content

You agree that Bouquet does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Services, nor does Bouquet assume responsibility for your interactions with any Third Party Provider (including a Retailer). You further agree that Bouquet does not warrant or guarantee that any product information contained on the Services, or any result returned from queries made through the Services, whether made using AI powered generative experiences or otherwise, is accurate, complete, reliable, current, or error-free. All health and wellness information, nutritional content, and nutritional information is provided for informational purposes only and is not a substitute for the diagnosis, treatment and advice of a qualified health-care provider. Bouquet does not warrant or guarantee that any such health, wellness, or nutritional information is accurate, complete, reliable, current, or error-free.

You understand that search results obtained from the Services, whether done through AI powered generative experiences or otherwise, may be the same or similar or vary between different users and at different times, and may not necessarily be identical or consistent. You

further agree that Bouquet does not warrant or guarantee that any material created through any AI powered generative experience does not infringe the rights of any third party in any subsequent use of the content you may make. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the Services or you engage with any Third Party Provider, you agree that you do so at your own risk and that Bouquet will have no liability based on such purchase, use, access, or engagement.

6. Communications by Bouquet: By providing Bouquet contact information, you give consent to receive communications from Bouquet, including via email, or via text message, calls, and push notifications to the cellular telephone number you provide to Bouquet.

#### 7. Indemnification

You agree to defend, indemnify and hold harmless Bouquet and its officers, directors, employees, agents, shareholders, subsidiaries, affiliates, and retail partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys' and experts' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from: (i) your unauthorized use of the Services or from any breach by you of these Terms, including without limitation any actual or alleged violation of any law, rule, or the Instacart Community Guidelines for Customers; (ii) any third party's access to or use of the Services, or any goods made available through the Services, through your Instacart user account, including but not limited to your spouse, dependents, third-party beneficiaries and Recipients; (iii) any dispute or issue between you and any third party, including without limitation any Retailer or other Third Party Provider; or (iv) your subsequent use of any content created by AI powered generative experiences.

#### 8. Termination

You can stop using the Services at any time and without notice to us. Similarly, Bouquet may terminate access to the Services to you or any other users or stop offering all or part of the Services at any time without notice.

#### 9. Controlling Law

To the extent permitted by applicable law, these Terms will be governed by the laws of Ghana, without respect to its conflicts of laws principles.

#### 10. Entire Agreement & Severability

These Terms, subject to any amendments, modifications, or additional agreements you enter into with Bouquet, shall constitute the entire agreement between you and Bouquet with respect to the Services and any use of the Services. If any provision of these Terms is found to be invalid by a court competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

#### 11. No Waiver

Bouquet failure to monitor or enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

#### 12. Assignment

You may not assign any of your rights, licenses, or obligations under these Terms. Any such attempt at assignment by you shall be void. Bouquet may assign its rights, licenses, and obligations under these Terms without limitation.

#### 13. Changes to the Terms

We may make changes to these Terms from time to time. When we do so (Bouquet), We will post the most current version of the Terms on Bouquet website and, if a revision to the Terms is material, Bouquet will notify you of the new Terms (for example, by email or a notification on the Services). Changes to these terms will not apply retroactively. If you do not agree to the modified terms, you should discontinue your use of the Services.

#### 14. Intellectual Property Policy

Use of the Services does not give you the right or license to frame, use, or reproduce any of Bouquet copyrighted material, trademarks, service marks, or other proprietary rights or material, or a license to any of Bouquet patents, except as expressly permitted in writing by Bouquet.

If you believe any content posted or made available on the Services constitutes infringement of your copyright rights, you may send a written notice of infringement to Bouquet designated Copyright Agent using the contact information listed below. In your notice, please specify the nature of the copyright infringement and include the following information: (a) an electronic or physical signature of the owner of the copyright in question or a person authorized to act on behalf of the owner of the copyright; (b) a description of the claimed infringing material as well as identification of the claimed infringing material, including the location of such material on the Services (e.g., the URL of the claimed infringing material if applicable or other means by which Instacart may locate the material); (c) complete contact information, including the name of the owner of the copyright and your name, title, address, telephone number, and email address; (d) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (e) a statement, made under penalty of perjury, that the information provided in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner.

If you believe any content posted or made available on the Services constitutes infringement of your trademark rights, you may also send your notice to Bouquet designated Copyright Agent using the contact information listed above. Please include as much detail as possible so that we may respond to your notice in a timely manner, including but not limited to description(s) of your

trademark(s), your trademark registration number(s), description(s) of the products allegedly using your trademark(s) without authorization, and the location of such allegedly infringing product(s).

#### 15. Contact Information

If you have any questions, or comments about these Terms please contact Bouquet at:

Bouquet  
Nii Adjei Onano Street  
East Legon,  
Accra Ghana  
[info@bouquet.africa](mailto:info@bouquet.africa)