

1. PARTIES, SCOPE, ACCEPTANCE AND DEFINITIONS

Last updated: July 27th, 2026

These Terms of Use (the “**Terms**”) apply to the use of the ordering, payment, account-management and related digital services made available by:

Kanpla ApS

Reg.no. 40369813

Søndergade 44, 3.

8000 Aarhus C

Denmark

support@kanpla.dk

+45 3939 3009

(“**Kanpla**”)

- 1.1 The Terms apply to anyone who visits or uses the Platform, whether as a guest, an Account Holder, through a Child Profile or on behalf of a company, school or other organisation (a “**User**” or “**you**”).
- 1.2 The Platform allows Users to view and order food, beverages, catering and other goods or services from Partners and to use account, payment and related functionality.
- 1.3 The relevant Partner is identified in the Platform before an Order is submitted and in the order confirmation. These Terms govern both:
 - (i) the User’s access to and use of the Platform in relation to Kanpla; and
 - (ii) the User’s purchase of Partner Products from the relevant Partner.
- 1.4 Partner-specific information and conditions shown before an Order is submitted, including order deadlines, delivery or collection terms, cancellation conditions and Partner Balance terms, supplement these Terms for that Order. If there is a conflict, the specifically disclosed condition applies to that Order, subject to mandatory law.
- 1.5 By creating an account, accepting the Terms in the Platform or otherwise using the Platform, the User agrees to be bound by the provisions of these Terms governing the use of the Platform. By submitting an Order, the User agrees that the purchase is subject to these Terms and any Partner-specific conditions shown before submission. If the User does not agree, the User must not use the Platform.
- 1.6 In these Terms, the following definitions apply:

“Account Holder” means the person or organisation controlling an account;

“Child Profile”	means a profile for a child or other minor;
“Order”	means an order submitted through the Platform;
“Partner”	means the canteen, caterer, restaurant or other business identified as the seller of the relevant products or services;
“Partner Balance”	means a balance offered by and linked exclusively to a specific Partner;
“Partner Products”	means the food, beverages, catering and other goods or services offered by a Partner;
“Platform”	means Kanpla’s website, mobile application, web application and related digital functionality; and
“User”	means any person or organisation using the Platform.

2. ROLE OF KANPLA AND THE PARTNER

- 2.1 Kanpla operates the Platform through which Partners present Partner Products and Users place Orders, make payments, manage profiles and use other available functionality.
- 2.2 The Partner, and not Kanpla, is the seller and supplier of the Partner Products. The purchase agreement is entered into directly between the User, or the relevant organisation, and the Partner.
- 2.3 The Partner provides and is responsible for the information displayed about its Partner Products and business, including assortment, prices, descriptions, ingredients, allergens, availability, preparation, quality, food safety, delivery or collection, cancellations, refunds and compliance with applicable law. Kanpla may display and transmit that information on the Partner’s behalf but does not independently verify all Partner information.
- 2.4 Kanpla transmits Orders, information and communications between Users and Partners and may issue automated confirmations on a Partner’s behalf. Kanpla does not prepare, sell or deliver Partner Products and cannot change an Order or grant a refund unless this is expressly made possible in the Platform or authorised by the Partner.
- 2.5 Payments through the Platform are processed by an external payment service provider for the relevant Partner and are treated as payment to that Partner. Kanpla provides the technical payment functionality but does not hold or become entitled to User funds.
- 2.6 Features, Partner Products, payment methods, subsidies, delivery options and account controls may differ between Partners and organisations and are available only where enabled in the Platform.

3. ACCOUNTS, CHILD PROFILES AND ORGANISATIONS

- 3.1 An account may be required to place Orders or use certain features. The Account Holder must provide accurate, complete and up-to-date information and keep it updated.
- 3.2 An individual Account Holder must be at least 18 years old and legally capable of entering into the relevant agreements. However, an individual who is at least 15 years old may create and use an account independently to the extent permitted by applicable law, including by placing Orders that are paid immediately using funds that the individual is legally entitled to dispose of. A User under 18 may not use credit, deferred payment, overdraft, subscription or other functionality that creates a debt or continuing payment obligation unless the User's parent or legal guardian has consented.
- 3.3 A Child Profile may be created and managed only by a parent, legal guardian or other person or organisation authorised to act for the minor.
 - 3.3.1 The person or organisation managing a Child Profile is responsible for the permissions, spending limits, payment methods, dietary information and other settings under its control.
 - 3.3.2 Unless the Platform clearly states otherwise, an Order submitted through a Child Profile is treated as an Order by that Account Holder or organisation, and the child is not a separate contracting party merely because the child selects or collects the Partner Products.
- 3.4 Users must keep login details, payment credentials, physical cards, QR codes and other identifiers linked to an account secure and must notify Kanpla without undue delay if they are lost, compromised or used without authorisation. Mandatory rules on unauthorised payment transactions are not affected.
- 3.5 A User who creates an organisation account or places an Order on behalf of a company, public authority, school, institution or other organisation confirms that the User is authorised to do so. The organisation is the buyer and is responsible for payment. Consumer rights do not apply to Orders made wholly or mainly for business purposes.
- 3.6 The Account Holder may request closure of the account using the functionality or contact details in the Platform. Closure does not cancel an accepted Order, remove an outstanding payment obligation or extinguish a refund or balance claim.
- 4. PARTNER PRODUCTS, PRICES AND ALLERGENS**
 - 4.1 The Partner is responsible for the information shown about Partner Products, including prices, descriptions, quantities, ingredients, allergens, dietary characteristics, availability and instructions for delivery, collection or use.
 - 4.2 Prices for consumer Orders include VAT unless otherwise clearly stated and permitted by law. Delivery charges, service fees, payment fees and other additional amounts payable by the User will be shown before the Order is submitted and will apply only to the extent permitted by law. Business prices may be shown exclusive of VAT where clearly indicated. Prices are displayed in the currency stated in the Platform.

- 4.3 Images and illustrations are for guidance only. Availability may change at short notice. If an accepted item becomes unavailable, the Partner may offer a substitute only with the User's agreement or may cancel and refund the affected item.
- 4.4 Allergen, intolerance and dietary information is supplied by the Partner and may be affected by recipe changes, substitutions and cross-contamination. Filters, profile preferences and labels are assistance tools and do not guarantee that a Partner Product is suitable for a particular User. A User with an allergy, intolerance or other dietary requirement should review the current information and contact the Partner before ordering or consuming the Partner Product.
- 4.5 Age-restricted Partner Products may be purchased and collected only by a person who meets the applicable age requirement. The Partner may require valid identification and may refuse supply where the requirement is not met.
- 4.6 The Platform may enable a Partner or organisation to issue or administer vouchers, discounts, loyalty benefits or meal subsidies. The issuer, eligibility criteria, validity period and permitted use will be shown in the Platform. Such benefits cannot be transferred or exchanged for cash unless expressly stated or required by law.
- 5. ORDERS, CANCELLATION AND FULFILMENT**
- 5.1 When the User submits an Order, the User makes a binding offer to purchase the selected Partner Products from the Partner on the terms and at the price shown immediately before submission.
- 5.2 The purchase agreement is formed when the Partner accepts the Order and the User receives an order confirmation through the Platform, by email or through another communication channel made available in the Platform. A message that clearly states that it is only an acknowledgement of receipt does not constitute acceptance. The User should retain the confirmation.
- 5.3 Before acceptance, the Partner may reject an Order where, for example, a Partner Product is unavailable, capacity is insufficient, the applicable deadline has passed, payment cannot be authorised, delivery is not possible, or the Order appears to be incorrect, fraudulent or unlawful.
- 5.4 The User must check the Partner, products, quantities, profile, date, time, location, dietary selections, contact details and price before submitting the Order and must comply with the deadlines shown in the Platform.
- 5.5 An Order may be changed or cancelled before the applicable deadline and in the manner shown in the Platform. After that deadline, any change or cancellation requires the Partner's consent unless mandatory law provides otherwise. The Partner may refuse a change or cancellation once preparation, procurement, staffing or other fulfilment activities have begun.

- 5.6 The statutory 14-day right of withdrawal is subject to exceptions and will not normally apply to food or other goods liable to deteriorate or expire rapidly, prepared or personalised goods, sealed hygiene goods once unsealed, fully performed services where the statutory conditions are met, or catering and similar services to be supplied on a specific date or during a specific period. Where a statutory right of withdrawal applies, the User may exercise it through any online withdrawal function made available in the Platform or by an unambiguous statement to the Partner and may use the model form in [Appendix 1](#).
- 5.7 The Partner may cancel an accepted Order if fulfilment becomes impossible or unlawful or if a material error is discovered. The Partner will inform the User without undue delay and refund any amount paid for the cancelled part of the Order.
- 5.8 The available delivery or collection options, locations and time windows are shown in the Platform. The User is responsible for collecting or receiving the Order at the stated place and time, providing accurate access information and presenting any required card, QR code, order number or identification. A child or another representative may collect the Order where permitted by the Partner.
- 5.9 If the Partner is materially delayed or unable to fulfil the Order, the User may be entitled to cancellation, replacement, a price reduction or a refund under the purchase agreement and mandatory law. Kanpla is not responsible for the Partner's preparation, delivery, collection or fulfilment.
- 5.10 Where recurring or repeat-order functionality is offered, each Order constitutes a separate purchase. The User is responsible for reviewing, changing or cancelling future Orders before the applicable deadline.

6. PAYMENT AND PARTNER BALANCES

- 6.1 Payment may be made using the methods offered by the relevant Partner, including payment card, mobile payment, invoice, voucher, subsidy or Partner Balance. Card payments and related authorisations are processed by an external payment service provider for the Partner. The User may be required to complete authentication or accept the provider's terms.
- 6.2 The purchase amount may be authorised, reserved or charged when the Order is submitted, accepted or fulfilled, as shown in the payment flow. For invoice payments, the payment deadline and other conditions stated in the Platform or the invoice apply.
- 6.3 A payment completed through the Platform satisfies the User's payment obligation to the Partner for the amount confirmed. The payment is processed by the external payment service provider for the Partner and settled to the Partner. Kanpla provides the technical integration but does not hold or become entitled to the payment. Full payment card details are processed by the payment service provider and are not stored by Kanpla.
- 6.4 A receipt or payment confirmation will be made available electronically. Refunds, card releases, chargebacks and payment disputes concerning Partner Products are handled by the Partner and the payment service provider. Kanpla may provide technical assistance or

transmit information but does not determine whether a refund is due unless expressly authorised by the Partner or required by law.

- 6.5 A Partner may choose to offer a Partner Balance. The Partner is the issuer and sole debtor in respect of the Partner Balance. Any claim represented by the Partner Balance is a claim against that Partner and not against Kanpla.
- 6.6 Amounts added to a Partner Balance are paid directly to, or for the account of, the Partner through the payment service provider. The Partner Balance may be used only with the identified Partner. Before funds are added, the Platform will show the material conditions, including permitted use, any minimum or maximum amount, validity period, refund conditions and fees. A fee or expiry period applies only if clearly disclosed and permitted by law.
- 6.7 Kanpla maintains the technical record of the Partner Balance and displays the available balance and transactions. This does not make Kanpla the owner or debtor of the funds. Unless otherwise stated, a Partner Balance is personal to the relevant account or profile, cannot be transferred and does not accrue interest.
- 6.8 If an Order paid using a Partner Balance is cancelled or refunded, the amount will normally be returned to that Partner Balance. Refund or redemption requests must be directed to the Partner. Closing an account, deleting a Child Profile or the Partner ceasing to use the Platform does not extinguish the claim against the Partner. Kanpla may assist by providing technical records or transmitting communications but does not assume the Partner's obligations.

7. DEFECTS, REFUNDS AND CUSTOMER SERVICE

- 7.1 Complaints about Partner Products, including quality, quantity, safety, ingredients, allergens, price, delivery, collection, cancellation or refunds, must be addressed to the relevant Partner using the contact details provided in the Platform or the order confirmation.
- 7.2 Complaints about the technical operation of the Platform, account access, transaction records or any other matter for which Kanpla is responsible may be submitted to Kanpla using the contact details set out in Clause 1.
- 7.3 A complaint should be submitted within a reasonable time after the issue is discovered and should include sufficient information to identify the relevant account, Partner and Order, together with any relevant order confirmation, receipt, photographs or correspondence.
- 7.4 The Partner is responsible for determining and providing any replacement, price reduction, cancellation or refund relating to a Partner Product. Kanpla may facilitate communication and provide technical records but does not assume the Partner's obligations. Nothing in these Terms limits any mandatory rights a consumer may have in relation to defective, unsafe, delayed or non-conforming goods or services.

8. USE OF THE PLATFORM, SECURITY AND SUSPENSION

- 8.1 Kanpla grants the User a limited, non-exclusive, non-transferable right to use the Platform for its intended purpose and in accordance with these Terms. Access is provided without a separate user fee unless a fee is clearly disclosed before the relevant feature is used.
- 8.2 The User must not misuse the Platform. Misuse includes:
- (i) using another person's identity, account, profile, payment method or identifier without permission;
 - (ii) submitting false, abusive or fraudulent information or Orders;
 - (iii) avoiding payment or manipulating a balance, voucher or subsidy;
 - (iv) accessing another person's data;
 - (v) introducing malware or automated extraction tools;
 - (vi) interfering with the Platform; or
 - (vii) using it for unlawful or harmful purposes.
- 8.3 Kanpla may block an identifier or suspend access to the Platform where reasonably necessary due to a material breach, suspected fraud, non-payment, unauthorised use, a security incident, a legal requirement or a risk of harm to a child, another User, Kanpla, a Partner or a third party. The relevant Partner may reject or cancel an Order or restrict the User's access to that Partner's Partner Products on the same grounds.
- 8.4 Unless immediate action is reasonably necessary, Kanpla will inform the Account Holder of the reason and allow a reasonable opportunity to remedy the issue. Suspension or account closure does not affect accepted Orders, outstanding payment obligations, refunds, complaints or balance claims arising before the effective date.
- 9. PERSONAL DATA, COMMUNICATIONS AND INTELLECTUAL PROPERTY**
- 9.1 Kanpla processes personal data in connection with the Platform as described in the applicable privacy policy available at <https://kanpla.io/privacy-policy>. The relevant Partner or organisation may also provide separate privacy information regarding its own processing activities.
- 9.2 An Account Holder who enters personal data about a child or another person must be authorised to do so and must ensure that the information is accurate. Dietary or health-related information should be limited to what is necessary for the intended functionality.
- 9.3 Kanpla and the Partner may send order confirmations, service messages, security notices and other communications necessary to administer the account or Orders. Marketing communications are subject to separate consent or another lawful basis and may be opted out of as stated in the relevant communication.
- 9.4 All rights in the Platform, including its software, design, user interfaces, databases, trademarks, logos, text, images and other content, are owned by or licensed to Kanpla, the relevant Partner or their respective licensors. The User may not copy, modify, distribute, scrape, reverse engineer or commercially exploit the Platform except as permitted by mandatory law or with prior written permission.

10. AVAILABILITY AND THIRD-PARTY SERVICES

- 10.1 Kanpla uses commercially reasonable efforts to keep the Platform secure and available but does not guarantee uninterrupted or error-free operation. Maintenance, updates, internet disruptions, cyber incidents and failures of third-party infrastructure may result in temporary unavailability.
- 10.2 Kanpla may update the design, functionality, integrations and technical requirements of the Platform. Such changes will not adversely affect an accepted Order, a confirmed refund or the terms applicable to an existing Partner Balance, except where required by mandatory law.
- 10.3 The Platform may link to or integrate with services provided by Partners, payment service providers, delivery providers and other third parties. Use of a third-party service may be subject to that party's own terms and privacy information. Kanpla is not responsible for an independent third-party service unless Kanpla is legally responsible for the relevant loss.
- 10.4 If Kanpla intends to discontinue a material part of the Platform, Kanpla will provide reasonable notice where practicable and take reasonable steps to enable Users to obtain the information necessary to pursue outstanding Orders, refunds or Partner Balance claims.

11. LIABILITY AND FORCE MAJEURE

- 11.1 The Partner is responsible for the Partner Products and for performing the purchase agreement, including product and food safety, ingredients, allergens, quality, availability, preparation, delivery, collection, cancellation, refunds and complaints.
- 11.2 Kanpla provides the technical Platform but does not guarantee that the Platform will be uninterrupted or error-free. Subject to mandatory law, Kanpla is liable only for documented direct loss that is reasonably foreseeable and is directly caused by Kanpla's material breach of its obligations under these Terms.
- 11.3 Kanpla is not liable for any loss, delay, error or failure arising from or relating to the Partner's acts or omissions or performance of the purchase agreement, defective, unsafe, unavailable or non-conforming Partner Products, inaccurate, incomplete or outdated information supplied by a Partner or User, the User's acts or omissions, including incorrect Orders, account misuse or failure to comply with instructions, payment service providers, delivery providers or other independent third parties, except to the extent that Kanpla is itself liable under mandatory law.
- 11.4 Kanpla is not responsible for the Partner's payment, refund or Partner Balance obligations. Kanpla will use reasonable efforts to correct a verified technical error in the transmission of an Order or the display of a Partner Balance where the error is attributable to the Platform and is reported without undue delay. Any such correction does not make Kanpla liable for the underlying payment, refund or Partner Balance obligation.

- 11.5 For a business User or organisation, and to the extent permitted by law, neither Kanpla nor the Partner is liable for indirect or consequential loss, loss of profit, revenue, business opportunity, goodwill or data. This limitation does not apply to the Partner's express obligations to deliver, replace or refund Partner Products or to honour a Partner Balance.
- 11.6 Nothing in these Terms excludes or limits any liability or right to the extent that it cannot lawfully be excluded or limited, including liability for fraud, wilful misconduct, gross negligence, death or personal injury, product liability, data protection liability or any mandatory consumer right.
- 11.7 Kanpla is not liable for any failure or delay caused by circumstances beyond its reasonable control, including natural disasters, fire, epidemics, war, civil unrest, measures imposed by public authorities, power or internet outages, serious cyberattacks or failures of critical third-party infrastructure. The affected obligation is suspended only for the period and to the extent that performance is prevented, and Kanpla will take reasonable steps to limit the effects and resume performance.

12. CHANGES, TERMINATION AND GENERAL PROVISIONS

- 12.1 Kanpla may update these Terms in relation to future use of the Platform and future Orders. The version in force when an Order is submitted will continue to govern that Order unless otherwise agreed or required by mandatory law.
- 12.2 For an ongoing account relationship, Kanpla may make material changes where reasonably necessary due to changes in law or regulatory guidance, security or fraud-prevention requirements, technical requirements, changes to the Platform or third-party integrations, or another objectively justified operational reason.
- 12.2.1 Kanpla will normally provide at least 30 days' notice of any material change that is to the User's disadvantage, together with the date on which the change takes effect. The User may close the account before the change takes effect.
- 12.2.2 A change may take effect on shorter or immediate notice where necessary to comply with law, address an urgent security risk, prevent fraud or avoid material harm. A change will not retroactively reduce an accrued refund, a right arising from an accepted Order or a claim relating to an existing Partner Balance, unless required by mandatory law.
- 12.3 The User may stop using the Platform at any time. Kanpla may close an account after reasonable notice if it has been inactive for an extended period or if the Platform is discontinued, or immediately in the event of a serious or repeated breach, fraud or unlawful use. Rights and obligations arising before closure will remain unaffected.
- 12.4 Kanpla may transfer its rights and obligations relating to the Platform to an affiliated company or in connection with a merger, restructuring or transfer of its business, provided that the mandatory rights of Users are not reduced. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in effect.

13. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 13.1 The User should first submit a complaint to the party responsible under the section on complaints. Kanpla and the Partner will seek to resolve complaints within a reasonable time and may request any information reasonably necessary to investigate the matter.
- 13.2 Where the applicable conditions are met and the complaint cannot be resolved directly, a consumer may submit a complaint through the Danish public consumer complaints system administered by Nævnenes Hus, including Mæglingsteamet for Forbrugerklager and, where relevant, Forbrugerklagenævnet.
- 13.3 These Terms and any non-contractual obligations arising out of or in connection with them are governed by Danish law, excluding its choice-of-law rules, subject to any mandatory protection afforded to a consumer under the law of the consumer's country of habitual residence.
- 13.4 A consumer may bring proceedings before any court having jurisdiction under mandatory law. Any dispute involving only business parties is subject to the exclusive jurisdiction of the Danish courts, with the District Court of Aarhus as the court of first instance, unless otherwise agreed in writing.

APPENDIX 1 – WITHDRAWAL FORM

This form may be used only where the User has a statutory right of withdrawal and wishes to withdraw from the purchase agreement. It should be sent to the relevant Partner identified in the Platform or order confirmation.

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To:

[Partner name]

[Partner address]

[Partner email]

I/we hereby give notice that I/we withdraw from my/our agreement for the purchase of the following goods/services:

[Insert goods/services]

Ordered on:

[Insert date]

Received on:

[Insert date, if applicable]

Name of User(s):

[Insert name]

Address of User(s):

[Insert address]

Date:

[Insert date]

Signature:

[Signature, only if this form is submitted on paper]

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