

TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("Website Terms") on which we ("we", "our" or "Company"), provide access to certain services for web or mobile orders (together, "the Website"). We provide a way for you to communicate your orders ("Order" or "Orders") for products ("Product" or "Products") for delivery or takeaway at locations in the UK ("Venue" or "Venues"). For the purposes of the Website Terms, "Services" means the services we perform to enable you to place Orders and for us to fulfill those Orders.

Please read these Website Terms carefully before ordering any Products through the Website. By ordering Products through the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our Privacy Notice and Cookies Policy.

For the avoidance of doubt, please note that references to "Website" in these Website Terms include any current or future version of our website [web url], any subdomains linked or integrated into the Website and any mobile application through which you access and use our Website, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing and using our Website that may be developed from time to time).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

1. YOUR STATUS

1.1. Capacity and age: By placing an Order through the Website, you warrant that:

- 1.1.1. You are legally capable of entering into binding contracts with us; and
- 1.1.2. You are at least 18 years old.

1.2. Food Allergies: You acknowledge and agree that if you have a specific food allergy or intolerance, you will contact the Venue to check that the food is suitable for you, before placing an Order.

1.3 Registration: In order to access the Services, you must register with us. During the registration, we may collect one or more of the following, depending on the Venue: your name, phone number, email address, date of birth, physical address or your gender. See our privacy notice for details of how this information is used by us and disclosed to the Venue.

2. ORDERS

2.1. Placing your Order: Once you have selected the Products you wish to order from the menu of your chosen Venue and provided the other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so you will be entering into a contract with the Venue and errors cannot be corrected (subject to paragraph 2.3. below).

2.2. Paying for your Order: In order to pay for your Order, you will need to provide payment card details. You must have appropriate authority to use the payment card which you use for payment. Payment processing services are provided by a third party. The details you provide to us are passed directly to the payment service provider and will be subject to its terms of use and privacy policy. By inputting payment card details, you are consenting to use of the payment card details by the payment services provider for the purpose of paying for your Order. If you have any questions relating to these services please contact the relevant payment service provider. Please note where any payment you make is not authorised, your Order will not be processed.

2.3 Amending or cancelling your Order: Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund. If you wish to change or cancel your Order, you may contact us and we will attempt to accommodate the requested change or cancellation. However, there is no guarantee that we will be able to do so if the Order is already in process of fulfillment.

2.4. Processing your Order and Venue rejections: On receipt of your Order, we will send it to the relevant Venue and will notify you by email that your Order has been received and is being processed. Please note that any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each confirm that you have a contract for the sale of Products with a Venue but does not necessarily mean that your Order will be fulfilled by the Venue. We encourage all our Venues to accept all Orders and to communicate any rejection promptly, and we

will notify you (generally by email) as soon as reasonably practicable if a Venue rejects your Order. However, Venues have the ability to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. In doing so, Venues will be in breach of their agreement with you and any payment made in respect of the order will be returned to you.

2.5. Delivery of your Order: Estimated times for deliveries and collections are provided by the Venues and are only estimates. Neither we nor the Venues guarantee that Orders will be delivered or will be available for collection within the estimated times.

3. CUSTOMER CARE

3.1. General: Customer care is extremely important to us. If you have any issues trying to place an Order or if your Order is taking longer than expected or if you have any other problems with your Order, please contact us using the [contact/support] link below.

3.2. Changing or cancelling your Order: If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact our Customer Care team as described above and they will attempt to contact the Venue in order to communicate your requests. However, there is no guarantee that we will be able to reach the Venue in time before processing of your Order begins.

3.3. Complaints or feedback: In the event that you are dissatisfied with the quality of any Products or the service provided by a Venue, please contact us. Reviews are an important part of our quality control process.

3.4. Compensation: If you are dissatisfied with the quality of any Products or the service provided by a Venue and wish to seek a refund, a proportionate price reduction or any other compensation, you can contact our Customer Care Team as described above within 48 hours of placing your Order.

3.5 Delete Account: If you want to disable your account at any time, please contact using the Contact link on the Website.

4. LICENCE

4.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

- 4.1.1. You must not misuse the Website (including by hacking or \"scraping\").
- 4.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us or our

licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 4.1 is prohibited.

- 4.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 4.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
- 4.1.4. You must ensure that our status as the author of the material on the Website is always acknowledged.
- 4.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

4.2. Limitation on use: Except as stated in paragraph 4.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

4.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

5. WEBSITE ACCESS

5.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

5.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

5.3. Information security: The transmission of information via the Internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

6. VISITOR MATERIAL

6.1. General: You agree that you:

6.1.1 have provided and will provide accurate and complete information in your registration and account, and will update such information as appropriate; and

6.1.2 will not upload or transmit to our (or our service providers') systems or otherwise provide to us any unlawful content (including any content which is

defamatory, obscene or abusive, or in breach of or an infringement of intellectual property or privacy rights, or any data protection or confidentiality obligations).

6.2. Disclaimer: You should not rely on our Services for storage or maintenance of information and, in particular, should create your own records of orders and receipts as needed. We may, at any time at our absolute discretion review and remove any content from the Services or request that you re-register or set up a new account for your continued use of the Website and our Services.

6.3. Liability: You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by any third party arising out of or in connection with any breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 6.

7. LINKS TO AND FROM OTHER WEBSITES

7.1. Social Media Authentication: For your convenience, the Services may include an interface to social media network (e.g. Facebook, Google+, LinkedIn etc) in order to register more quickly. We are not affiliated with any social media network and are not responsible for the operation or content of their apps, websites or services. We will not post directly to your 'wall' or 'feed' and we will not contact your 'friends' or those within your network. You do not need to use a social media network to register with us.

7.2 Third party websites: The Webpage and Services may contain links to websites provided by third parties, and we are not responsible for the availability, accuracy or content of third party websites. We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

8. LIABILITY

8.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

8.2. Exclusion of liability: Subject to clause 8.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Website (including the use, inability to use or the results of use of the Website) for:

- 8.2.1. any loss of profits, sales, business, or revenue;

- 8.2.2. loss or corruption of data, information or software;
- 8.2.3. loss of business opportunity;
- 8.2.4. loss of anticipated savings;
- 8.2.5. loss of goodwill; or
- 8.2.6. any indirect or consequential loss.

8.3. Limitation of liability: Subject to clauses 8.1 and 8.2, our total liability to you in respect of all other losses arising under or in connection with the Website or your use of it, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or £250, whichever is lower.

8.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

9. TERMINATION

9.1. Grounds for termination: We may withdraw the Services, remove your account and associated content and/or terminate or suspend your access to the Website and Services at any time at our absolute discretion, including (without limitation) if you breach or we reasonably suspect that you are in breach of any term of this Agreement, if our relationship with the Venue terminates or changes, or if we cease to offer (or change the way in which we offer) the Services. You will not be entitled to any compensation for such withdrawal, removal, termination or suspension.

9.2. Effect of termination: Following termination or suspension of your access to the Services for any reason, we may retain anonymized account details and anonymized data relating to your account for record keeping, analysis and statistical purposes. Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

10. WRITTEN COMMUNICATIONS

10.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. EVENTS OUTSIDE OUR CONTROL

11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").

11.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- 11.2.1. strikes, lock-outs or other industrial action;
- 11.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, epidemic or pandemic, war (whether declared or not) or threat or preparation for war;
- 11.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 11.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 11.2.5. impossibility of the use of public or private telecommunications networks; and
- 11.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

11.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

12. ADDITIONAL TERMS

12.1. Privacy Notice: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy which is incorporated into these Website Terms by this reference.

12.3. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12.4. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement,

understanding or agreement between us relating to the subject matter of any contract.

12.5. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

12.6. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

12.7. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

13. GOVERNING LAW AND JURISDICTION

13.1. These Website Terms shall be governed by and construed in accordance with English law. You can bring legal proceedings in respect of Website Terms in the English courts. If you live in a part of the United Kingdom other than England or any other Member State of the European Union, you can bring legal proceedings in respect of these Website Terms in either the English courts or the courts of your home country.

13.2 As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Website Terms, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law.

14. OTHER

This order and/or payment software product is provided by QikServe Ltd (Registered office at 5th Floor, 125 Princes Street, Edinburgh, EH2 4AD, United Kingdom) on behalf of our Customer. Please contact QikServe at support@qikserve.com if you wish to discuss anything related to the software product.