

GO EATS APP

PARTNER AGREEMENT

Welcome to Go Eats, the free on-demand App that connects independent Item outlets like yours to customers who are looking for a first-class service. The App is operated by We Go Local Solutions Limited.

The Go Eats App allows you to advertise your menus and offers and manage orders, and enables end users to submit orders via the App.

This Partner Agreement ('Agreement') sets out the terms and conditions between us for use of the Go Eats App and services and also incorporates the [current Go Eats Table of Fees](#), our [Privacy & Cookie Policy](#), and our [Complaints Policy & Procedure](#).

This Agreement is made between:

- (1). We Go Local Solutions Limited a company registered in England & Wales at Companies House under Company Registration Number We Go Local Solutions Limited of registered office address Maple Tree House, 9a Northwood Drive, Ryde Isle of Wight PO33 3AQ, its agents, staff and contractors; and,
- (2). You – any person signing up to create an account, referred to as the "Partner" in this Agreement.

By using this App, you, the Partner, acknowledge that you have read this Agreement, as this will apply to the relationship between the Parties. If you do not agree to the terms of this Agreement, you should not use this App.

1. Definitions and Interpretation

1.1. In this Agreement, the following words shall have the following meanings:

'Business Day'	a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;
'Commission'	means the commission payable by Partners to Go Eats in respect of each individual order submitted by an End User via the Go Eats App;
'Default'	an event, occurrence or incident in which our performance of any of our obligations under this Agreement is prevented or delayed by any act or omission by you, or there is failure by you to

	perform any of your relevant obligations, including, but not limited to, full and timely payment for the Services used;
‘Device’	a mobile electronic device using either Android or iOS operating systems;
‘Effective Date’	means the date at which the Partner agrees to receive the Services provided by Go Eats by joining the Go Eats App;
‘End User’	means an individual wishing to order Item prepared for sale and delivery or collection by Go Eats Partners via the Go Eats App, or someone authorised to act on their behalf;
‘End User Payments’	means payments received by Go Eats from End Users;
‘Fees’	means the fees payable by Go Eats Partners for the supply of Go Eats Services, as set out in the current Go Eats Table of Fees ;
‘Item’	means Item and/or non-alcoholic beverages;
‘Go Eats’, ‘we’, ‘us’, ‘our’	refers to We Go Local Solutions Limited a company registered in England & Wales at Companies House under Company Registration Number 12544898 of registered office address Maple Tree House, 9a Northwood Drive, Ryde Isle of Wight PO33 3AQ, its agents, staff and contractors;
‘Go Eats App’ or ‘App’	means the Go Eats app that can be downloaded from the App store or Google Play;
‘Go Eats Drivers’	means a driver who delivers Item to End Users from Go Eats Partners in fulfilment of Orders;
‘Go Eats Services’ or ‘Services’	means the services a Partner receives from Go Eats through the Go Eats App;
‘Intellectual Property Rights’	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual

property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

‘Order’ means any order through the Go East App placed by an End User for the delivery or collection of Item prepared by a Partner;

‘Partner’, ‘you’ means a Item outlet such as a restaurant or takeaway that fulfils orders for customers who wish to collect Item from the outlet’s premises or have Item delivered to their homes, or both;

‘User’ means either or both the Partner and the End User, depending on context;

‘Website’ means Go Eats’s website at <http://www.goeastsuk.com> or any other domain under our control;

1.2. In this Agreement, the following rules of construction will apply:

1.2.1. clause and Schedule headings will not affect the interpretation of this agreement;

1.2.2. the Schedules forms part of this agreement and will have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. References to clauses and the Schedules are to the clauses and the Schedules of this agreement;

1.2.3. unless the context otherwise requires, words in the singular will include the plural and, in the plural, will include the singular;

1.2.4. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.5. a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.6. unless the context otherwise requires, a reference to one gender will include a reference to the other genders;

1.2.7. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.2.8. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9. any phrase introduced by the terms including, include, in particular or any similar expression, will be construed as illustrative and will not limit the sense of the words preceding those terms; and.
- 1.2.10. a reference to writing or written includes faxes but not e-mail.

The Parties have agreed to enter into this Agreement to set out the terms of the Go Eats Services provided by Go Eats to its Partners and agree as follows:

2. Commencement and Duration

- 2.1. The relationship between Go Eats and Partners is governed by this Agreement, effective from the Effective Date.
- 2.2. We will provide the Services to you on the terms of this Agreement. If you do not agree with this Agreement, you should not use Go Eats Services.
- 2.3. The Services supplied under this Agreement will be supplied for an initial six (6) month period and, after that, will continue to be supplied unless this Agreement is terminated or the user account is cancelled by one of the Parties in accordance with clause 18 or 19 below.
- 2.4. Any illustrations, descriptive matter or advertising issued by us, and any descriptions or graphics contained in Go Eats promotional material (including, among others things, any Website), are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of this Agreement or have any contractual force.
- 2.5. The terms of this Agreement apply to the exclusion of any other terms that the Partner seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Joining Go Eats and Building Your Profile

- 3.1. You will need to download and then install the Go Eats Partner App on your Device. This is done entirely at your risk.
- 3.2. Registration with Go Eats is free, subject to satisfactory verification of your email account. We will not carry out any background or identity checks on you. You will only be required to pay our Fees when you agree to accept an Order from an End User.
- 3.3. Your interactive dashboard within the App will allow you to create or modify your profile and payment information and will display (among other things) your earnings history and order scheduling and task monitoring facilities, as well as customer reviews of your services. You will be able to change and

update your password. There will be access to an online support in whatever form we decide in our discretion.

- 3.4. The current Fees are set out in [current Go Eats Table of Fees](#), which is provided for information purposes only and will be subject to periodic review and change as per clause 4.11 below.
- 3.5. In your profile, you should indicate the type of services you offer, your menus, your opening hours and the geographic scope of your delivery services, your prices, and other relevant details. You will not be permitted to include a link to your own website. You can add your own customised service offerings, discounts and promotions.
- 3.6. Once completed, your profile should contain the following information (this list is non-exhaustive):
 - text description of your services and menus;
 - logo and other branding;
 - user reviews;
 - image gallery;
 - opening hours;
 - location and geographic scope of your delivery services; and,
 - offers.
- 3.7. Prices are set entirely at your discretion, though we reserve the right to require a review of pricing or suspend, deactivate or terminate an account, or some combination thereof, where we believe a Partner is advertising at a non-commercial rate.

4. Ordering and Payment

- 4.1. End Users can view your profile and service information. To place an order, an End User will select Item from your menu or offer list, which are then added to the End User's basket. The End User can then confirm their order and pay. The End User may request ASAP or scheduled delivery and ASAP or scheduled collection.
- 4.2. Once the End User Payment is received by us and you have accepted the Order, the Order is confirmed. There is no obligation on you to accept a request an Order, but if you do accept an Order, then you are then contractually-obligated to fulfil the Order.
- 4.3. You will co-operate with Go Eats Drivers and confirm you are aware of:
 - 4.3.1. the Go Eats Service Standard;
 - 4.3.2. the Go Eats Safe Working Practice Policy For Drivers;
 - 4.3.3. Go Eats's other safe working policies;

copies of which will be provided to you and Go Eats Drivers.

- 4.4. Where you use your own drivers for delivery, you confirm that you will nevertheless endeavour to comply with 4.3.1 above and use reasonable endeavours to comply with 4.3.2 and 4.3.3 above.
- 4.5. Where an End User decides to collect Items from you:
- 4.5.1. when accepting the Order, you will confirm a designated collection time;
- 4.5.2. you will ensure that the Items are available for collection by the End User at the designated collection time.
- 4.6. End User Payments will be held in escrow by Go Eats acting as a collection agent for the Partner. Go Eats reserves the right to engage a commercial payment processor for the purpose of receiving and processing payments from Partners, End Users and others, and for holding funds in escrow, where appropriate.
- 4.7. Within seven (7) days of an Order, Go Eats will deduct and retain its Fees from the corresponding End User Payment and remit the balance to you by electronic bank transfer. In the event you require a faster means of payment, such as telegraphic transfer, Go Eats may agree to process payment using this method in its absolute discretion and on the condition that Go Eats shall deduct an additional fee for this service.
- 4.8. All sums payable to Go Eats under this agreement are exclusive of amounts in respect of value added tax (VAT) chargeable for the time being at the current rate from time-to-time in force.
- 4.9. You will pay all amounts due to Go Eats under this Agreement in full without any deduction or withholding and you will not be entitled to assert any credit, set-off or counterclaim against Go Eats in order to justify withholding payment of any such amount in whole or in part. Go Eats will set off any amount owing to it by you, including for the Fees or otherwise, from any monies that it accepts from End Users.
- 4.10. Payments by End Users are routinely checked by Go Eats for fraud prevention purposes, before any payments are released to the Partner. Where fraud is reasonably suspected, Go Eats aims to resolve such issues and process these payments and credit funds to the Partner as soon as reasonably possible and within a maximum of thirty (30) days of the Order.
- 4.11. The Parties agree that Go Eats may review and increase its Fees and Commissions from time to time, in its sole discretion by updating the [current Table of Fees](#). So far as possible, Go Eats will endeavour to give you thirty (30) days' prior notice of any such change by e-mail.
- 4.12. In the event that you cancel or suspend your services or provide incorrect information to Go Eats or End Users via the App or any other means, Go Eats may, at its entire discretion, offer to refund End User Payments to End Users without having to seek your prior consent or authority.

5. Cancellations and Refunds

- 5.1. An End User may cancel an Order by selecting this option in the App scheduler.
- 5.2. Provided cancellation is requested prior to acceptance of the Order by you, the End User will be refunded in full. Otherwise, the End User will be refunded eighty percent (80%) of their payment, less our Fees, and you will be paid the balance in the usual manner as set out in clause 4.7 above.
- 5.3. Should an End User wish to vary an accepted Order, this must be done by contacting you direct and is a matter between you and the End User.

6. User Reviews

- 6.1. When an Order is completed and fulfilled, the End User is asked to provide both qualitative feedback and a rating from 1-5 for your service and you are asked to provide a review of the End User and the Go Eats Driver.
- 6.2. The reviews are published on the relevant profile pages and should be completed honestly. Users must not falsify feedback, manipulate or coerce another User by threatening negative feedback or offer incentives in exchange for feedback. Any attempts of this nature should be reported immediately to Go Eats.
- 6.3. Feedback comments that are reported to us as defamatory, abusive or offensive will be reviewed and may be removed at our discretion.
- 6.4. We may anonymise or pseudonymise reviews on request by a User, or otherwise for the purposes of data protection where an End User's account has been closed or terminated.

7. Your Warranties and Obligations

- 7.1. You warrant that:
 - 7.1.1. you are 18 years of age or older;
 - 7.1.2. you are a human, and not a computer service or automated "bot";
 - 7.1.3. you have provided accurate and valid information requested during the registration process;
 - 7.1.4. you are a Item outlet offering collection and/or delivery of Item and will provide your service to End Users with reasonable skill and care, and in a prompt and punctual fashion, adhering to any and all statutory,

contractual and tortious obligations you may have to End Users and relevant third parties;

- 7.1.4. you will use the Service only for lawful purposes;
- 7.1.5. during your use of the Service you will not create, transmit, distribute, or store material that violates a trademark, copyright, trade secret, or other intellectual property rights of others; violates the privacy, publicity, or other personal rights of others; impair the privacy of communications; generate obscene, offensive, or inappropriate content; causes technical disturbances to the Service, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms; create or send verbal, physical, written or other abuse (including threats of abuse or retribution) to any Go Eats customer, employee, member, or officer.
- 7.2. You must not breach any laws in your jurisdiction, including but not limited to any copyright laws.
- 7.3. You are prohibited from breaching, or attempting to breach, the security of the App.
- 7.4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the App, use of the App, or access to the App without the express written permission of Go Eats.
- 7.5. You understand that Go Eats uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and other technology required to run the App. If your bandwidth usage on the App significantly exceeds the average bandwidth usage of the App, as determined by Go Eats, we reserve the right to limit your bandwidth to the App.
- 7.6. You will co-operate in a commercially reasonable manner with Go Eats in all matters relating to the Services and must provide us with such information and materials as we may reasonably require in order to supply the Services.
- 7.7. You will be required to display a business profile on the Go Eats App and you will ensure that all information contained in your Go Eats profile is truthful and accurate in all material respects.
- 7.8. You will have an ongoing obligation to keep up-to-date all such information which you upload to the App, including but not limited to opening hours, menus, offers and delivery scope.
- 7.9. If the event of Default:
 - 7.9.1. Go Eats will, without limiting its other rights or remedies, have the right to:

- 7.9.1.1. suspend performance of the Services until you remedy the Default to Go Eats's satisfaction; and,
 - 7.9.1.2. to rely on the Default to relieve it from the performance of any of its obligations to the extent the Default prevents or delays Go Eats's performance of any of its obligations;
- 7.9.2. Go Eats will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from Go Eats's failure to perform, or delay in performing, any obligation; and,
- 7.9.3. you will reimburse Go Eats on written demand for any costs or losses sustained or incurred by Go Eats arising directly or indirectly from the Default.
- 7.10. You agree to pay all Fees to Go Eats in consideration for all the Services and treat all Go Eats End Users to the highest industry standards and in line with the terms and conditions set out in this Agreement, PROVIDED that it is acknowledged by Go Eats that you are under no obligation to accept Orders.
- 7.11. You have read and understood the [Go Eats Modern Slavery and Human Trafficking Statement](#) and, having due regard to that document, you will notify us immediately of any circumstances in connection with your business of which you reasonably believe we should be made aware.

8. Legal Status

- 8.1. As a Partner Item outlet, you are independent of Go Eats. You warrant and agree that:
 - 8.1.1. your legal status is self-employed and you are not an employee or worker of Go Eats and hold no employment or worker rights or similar; and,
 - 8.1.2. additionally, where your business is arranged as a corporate legal structure, such as a private company limited by shares, you are a self-employed company director and not an employee or worker in either your company or Go Eats and hold no employment or worker rights or similar rights whatsoever; and,
- sub-clauses 8.1.1 and 8.1.2 reflect the intention of the Parties.
- 8.2. You acknowledge that:
 - 8.2.1. the Go Eats App is on-demand and Go Eats is not obliged to provide you with income and does not guarantee income from the App;
 - 8.2.2. you may earn nothing from your use of the App;

- 8.2.3. you are not obliged to accept Orders from the App, which you may accept or decline at will, for any reason or no reason;
- 8.2.4. Go Eats exercises no supervision or control over your business whatsoever and you are not required to use the App at any time or at all, nor are you required to provide your services to End Users as a condition of using this App, nor are you required to provide any services to End Users or anyone else on any particular day or dates or at any particular time, or at all;
- 8.2.5. you are entirely independent of Go Eats and provide your own capital, equipment, materials and stock and are free to adopt your own business procedures, processes, accounting standards, branding, and so on, and there is no requirement that you should seek Go Eats's approval of these (or procure from suppliers approved by Go Eats), nor will Go Eats approve or disapprove of such;
- 8.2.6. Go Eats will carry out no background checks on you or your business, these being entirely a matter between yourself and your customers, including End Users;
- 8.2.7. Go Eats is providing a third party referral service to you via the Go Eats App, and no partnership or joint venture or other relationship arises between you and Go Eats beyond the provision of services by Go Eats to you as set out in this Agreement;
- 8.2.8. the relationship between you and Go Eats is non-exclusive, meaning:
 - 8.2.8.1. you are free to avail yourself of similar services and Apps provided by others, whether in addition to or instead of Go Eats, at any time, without any hindrance or objection from us;
 - 8.2.8.2. when accepting Orders from End Users, Go Eats has no objection to you substituting your services for those of a different individual or corporate body entirely, as you see fit (assuming your contract with an End User allows for this).

9. Acknowledgements

9.1. You acknowledge and agree that:

- 9.1.1. Go Eats is a third party referral platform and not a provider of Item or Item services of any kind, and all contractual relations and arrangements concerning the provision of such services are entirely a matter between you and the End User, Go Eats is in no way responsible or liable for the provision of such services, and you indemnify Go Eats entirely in respect of the financial consequences of

any breach of contract or breach of duty on your part in the provision of your services;

9.1.2. while we acknowledge that Go Eats Drivers are sub-contractors of Go Eats, you acknowledge and agree that Go Eats shall not be liable or responsible in any way for the actions and omissions of Go East Drivers and you indemnify us and hold us harmless accordingly;

9.1.3. use of the App requires a Device and it is your responsibility to ensure that you use or have access to a Device;

9.1.4. notwithstanding the above, Go Eats offers no warranty or assurance that your particular Device will be compatible with the App and it remains at all times your responsibility to ensure compatibility and resolve any technical issues that may arise in this regard;

9.1.5. it is your responsibility to configure your Device so that you are able to receive push notifications from us on the App, including notification of messages from us; and,

9.1.6. your profile will be displayed publicly on the App and will be searchable by any registrant or user.

9.2. Go Eats reserves the right to:

9.2.1. make any changes to the Services which are necessary to comply with any applicable law or regulation, or which in their opinion do not materially affect the nature or quality of the Services; and,

9.2.2. modify or remove parts the Service at any time.

9.3. Go Eats shall not be liable to you or to any third party for the adverse financial consequences of any modification, price change, suspension or discontinuance of the Service.

9.4. You acknowledge that Items are entirely at your risk until point of delivery to, or collection by, the End User.

10. Registration, Linking & Testing

10.1. Each registration for Go Eats Services is for a single user only. Go Eats does not permit you to share your username and password with any other person outside of the Go Eats App. Responsibility for the security of any passwords issued rests solely with you.

10.2. After registering for the Service, you should add to your profile on the App your name and address, your trading name or style (if different), locations you service, type of service offered, menus, delivery scopes, offers and any other relevant information you are prompted to provide. We, or our payment provider, will also require your bank details for payments.

10.3. If you would like to link to the Website or App, or both, you may only do so on the basis that it links to, but does not replicate, Website or App, as the case may be, and subject to the following conditions:

- 10.3.1. you do not remove, distort or otherwise alter the size or appearance of the Go Eats name or logo;
- 10.3.2. you do not create a frame or any other browser or border environment around the Website/App;
- 10.3.3. you do not in any way imply that Go Eats is endorsing any products or services other than our own;
- 10.3.4. you do not misrepresent your relationship with Go Eats nor present any other false information about Go Eats;
- 10.3.5. you do not otherwise use the name Go Eats or any trade marks displayed on our Website/App, or any other services we may provide, without the express written permission from Go Eats;
- 10.3.6. you do not link from a website that is not owned by you; and,
- 10.3.7. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

10.4. Go Eats may from time-to-time ask you to assist us with beta testing on certain new or updated features of the App. For the avoidance of doubt, any data or information obtained by you as a result of such testing will be the exclusive property of Go Eats and you hereby undertake to forward such data or information to us immediately upon you obtaining the same.

11. Intellectual Property Rights

11.1. As between Go Eats and the Partner, all Intellectual Property Rights in or arising out of or in connection with the Services, including the App and Website, will be owned by Go Eats. Subject to clause 11.2 below, Go Eats licenses all such rights to the Partner on a non-exclusive, worldwide basis to such extent as is necessary to enable the Partner to make reasonable use of the Services. If this agreement is terminated, this licence will automatically terminate.

11.2. The Partner acknowledges that, in respect of any third party Intellectual Property Rights, the Partner's use of any such Intellectual Property Rights is conditional on Go Eats obtaining a written licence from the relevant licensor on such terms as will entitle Go Eats to license such rights to the Partner.

- 11.3. The Partner hereby warrants that any data, information, images or other content which it uploads to the App will not infringe the Intellectual Property Rights of any third party or otherwise not comply with all applicable laws and regulations. The Partner will indemnify Go Eats against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Go Eats arising out of or in connection with any breach by the Partner of this clause 11.3, including but not limited to any claims made by End Users against Go Eats arising from the Partner suspending, cancelling or providing incorrect information in respect of any activities or facilities offered to End Users via the App.

12. Transmissions

- 12.1. Any material which the Partner uploads, transmits or posts to the Go Eats App will be considered non-confidential and non-proprietary. Go Eats will have no obligations with respect to such material. Go Eats and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 12.2. The Partner is prohibited from uploading, posting or transmitting to or from the App any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

13. Confidentiality

- 13.1. A party (Receiving Party) will keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.
- 13.2. The Receiving Party will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this agreement, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 13.3. This clause 13 will survive termination of this Agreement.

14. Disclaimer

- 14.1. Go Eats is not responsible for any incorrect or inaccurate content posted on the App. The App may be temporarily unavailable from time-to-time for maintenance or other reasons. Go Eats assumes no responsibility for any

error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Go Eats is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the App, including injury or damage to users or to any other person's computer related to or resulting from use of the Service.

- 14.2. Go Eats does not warrant that (i). the Service will meet your specific requirements, (ii). the Service will be uninterrupted, timely, secure, or error-free, (iii). the results that may be obtained from the use of the service will be accurate or reliable, (iv). the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v). any errors in the Service will be corrected. The Service is provided "as-is" and Go Eats disclaims all warranties, whether expressed or implied, including without limitation implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Go Eats cannot guarantee and does not promise specific results from use of the Service. Except in jurisdictions where such provisions are restricted, in no event will Go Eats or any of Go Eats's business associates (which for the purposes of these terms will include suppliers, advertisers, referrers, etc.) be liable to your or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising your use of the Service, even if Go Eats has been advised of the possibility of such damages.

15. Limitation of Liability

- 15.1. Nothing in this Agreement will limit or exclude Go Eats's liability for:

- 15.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or,
- 15.1.2. fraud or fraudulent misrepresentation.

- 15.2. Subject to clause 15.1 above:

- 15.2.1. Go Eats will under no circumstances whatsoever be liable to the Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill, loss of use or corruption of software, data or information or any indirect or consequential loss arising under or in connection with this agreement;
- 15.2.2. Go Eats will under no circumstances be liable if for any reason the App is unavailable at any time or for any period. Access to the App may be suspended temporarily and without notice in the

case of system failure, maintenance or repair or for reasons beyond Go Eats's control; and,

15.2.3. Go Eats's total liability to the Partner in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the lower of ONE HUNDRED POUNDS (£100) or the Fees actually received by Go Eats from the Partner for the Services.

15.3. Go Eats will use reasonable endeavours to ensure that the information or materials contained on the App are accurate and complete. Go Eats reserves the right to make such changes or updates to the material or processes on the App as it deems necessary from time to time. The App is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Go Eats provides the App on the basis that Go Eats excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the App.

15.4. This clause 15 will survive termination of this Agreement.

16. Indemnity

You agree to indemnify and hold Go Eats, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the App in breach of this Agreement or your breach of any law or the rights of a third party in any situation whatsoever.

17. Customer Data & Privacy

17.1. The Parties acknowledge that for the purposes of the App and with regards to their relationship and all the data, including but not limited to customer data, Go Eats is the Data Controller and Data Processor, such meaning been given to them under the Data Protection Act 1988.

17.2. The Partner may collect customer information separately by itself and in such case Partner will be the Data Controller. Although, for any customer information stored on or processed through any platform provided by Go Eats, Go Eats is the Data Controller and Data Processor.

17.3. The Partner may not use any data collected through Go Eats Services for any purpose other than fulfilment of an Order.

17.4. While processing any data, the Partner shall comply with all data protection legislation and take all appropriate technical and organisational measures to

protect the personal data against any unauthorised or unlawful processing of the data.

- 17.5. The Partner must take all reasonable steps to ensure that no personal data is published, disclosed, divulged or transferred to any third party or the Partner's agents or contractors, without prior consent of Go Eats.
- 17.6. Go Eats will retain your data for as long as is necessary, and for a period of up to six (6) years following closure or termination of your account. We may:
 - 17.6.1. share your customer data with third party service providers for the purpose of fulfilling its Services, including (among other things) account administration and informing you about Go Eats's services in the future;
 - 17.6.2. use cookies in the App, and you may also have the option of activating and de-activating (as the case may be) cookies through your browser.
- 17.7. Any breach of this clause 17 will be considered a Default and clause 7.11 above will apply.
- 17.9. This clause 17 shall survive the termination or expiry of this Agreement.

18. Cancelling (Deactivating) Your Account

- 18.1. Accounts can be cancelled in the App by a Partner at any time by completing the cancellation process. This is known as account deactivation, and will mean:
 - 18.1.1. your account will be deactivated and can no longer be accessed;
 - 18.1.2. your account will no longer be charged;
 - 18.1.3. all of your rights granted under this Agreement will immediately come to an end; and,
 - 18.1.4. all of your data and content may be deleted from our systems (on request).
- 18.2. Go Eats may suspend or cancel a Partner's account at any time, or impose restrictions as we see fit, for any reason or no reason and with or without notice to the Partner.
- 18.3. We provide no guarantee that your content can be recovered once your account is cancelled. We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

19. Termination

19.1. Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 19.1.1. the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing of the breach;
- 19.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 19.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 19.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 19.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 19.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- 19.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to

- appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 19.1.8. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 19.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 19.1.10. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 19.1.2 to 19.1.9 (inclusive);
- 19.1.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or,
- 19.1.12. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 19.2. Without limiting its other rights or remedies, Go Eats may terminate this Agreement with immediate effect by giving written notice to the Partner if the Partner fails to perform under its obligations under this Agreement on the due date for payment.
- 19.3. Without limiting its other rights or remedies, Go Eats will have the right to suspend provision of the Services under this Agreement or any other agreement between the Parties if the Partner becomes subject to any of the events listed in sub-clauses 19.1.2 to 19.1.9 inclusive, or Go Eats reasonably believes that the Partner is about to become subject to any of them, or if the Partner fails to pay any amount due under this Agreement on the due date for payment.

20. Consequences of Termination

On termination of this Agreement for any reason:

- 20.1. the Partner will immediately pay to Go Eats any of Go Eats's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Go Eats will submit an invoice, which will be payable by the Partner immediately on receipt;
- 20.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination will not be affected, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination or expiry; and,

- 20.3. clauses which expressly or by implication have effect after termination will continue in full force and effect.

21. Force Majeure

- 23.1. For the purposes of this agreement, Force Majeure Event means an event beyond the reasonable control of Go Eats including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Go Eats or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Go Eats or subcontractors.
- 21.2. Go Eats will not be liable to the Partner as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- 21.3. If the Force Majeure Event prevents Go Eats from providing any of the Services for more than eight (8) weeks, Go Eats will, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the Partner.

22. General Provisions

22.1. Assignment and Subcontracting.

- 22.1.1. Go Eats may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the agreement and may subcontract or delegate in any manner any or all of its obligations under the agreement to any third party or agent.
- 22.1.2. The Partner will not, without the express prior written consent of Go Eats, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the agreement.

22.2. Notices.

- 22.2.1. Any notice or other communication required to be given to a party under or in connection with this agreement will be in writing and will be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 22.2.2. Any notice or other communication will be deemed to have been duly received if delivered personally, when left at the address

referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

- 22.2.3. This clause 22.2 will not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" will not include e-mails and for the avoidance of doubt notice given under this agreement will not be validly served if sent by e-mail.

22.3. Waiver.

A waiver of any right under this Agreement is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law will constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

22.4. Severance.

- 22.4.1. If a court or any other competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

- 22.4.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

- 22.5 Go Eats reserves the right to revise and amend this Agreement from time-to-time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in our Services offered, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.

22.6. No Partnership or Agency.

Nothing in this Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.

22.7. Entire Agreement: this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22.8. Third Parties.

A person who is not a party to this Agreement will not have any rights under or in connection with it.

22.9. Rights and Remedies.

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.10. Variation.

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions to this Agreement, will only be binding when agreed in writing and signed by Go Eats.

22.11. Electronic signature.

This Agreement will be signed electronically by the User during registration on the App.

22.12. Governing Law and Jurisdiction.

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.