

TERMS AND CONDITIONS OF SERVICE

1. PARTIES

1.1 This Agreement is made between you, the restaurant/fast food outlet ('Member') and Meal2Order.com Ltd ('Service Provider')

1.2 In this Agreement the Services which you agree to receive are solely provided by the Service Provider

2. PERIOD

2.1 The agreement is for a minimum period of 3 months and will subsequently continue on the monthly basis until ended by either party.

3. THE SERVICE

In this Agreement the above services which the Member agrees to receive and which the Service Provider agrees to provide will be referred to the 'Service'.

3.1 The Service Provider provides software to enable the Member to access and accommodate the receipt of on-line orders to the Member

3.2 The Service includes inclusion into Service Providers affiliated website(s), web hosting and credit card processing services

3.3 The Member agrees to receive, prepare and deliver orders placed with the Service Provider's web-site(s)

3.4 The Member will ensure that all orders are prepared to a good standard, using good quality ingredients adhering Service Providers basic standards, guarantees and level of service

3.5 Orders must be delivered within the maximum delivery time set by the Member. If the Member is unable to meet a delivery deadline, the order should be offered to the customer for free as part of the Service Providers quality of service guarantee

3.6 Where an order is deemed to be incorrect, because item(s) and/or prices are missing or incorrect, the Member must offer the delivery to the customer for free as part of the Service Providers quality of service guarantee

3.7 The Service Provider accepts no liability for moneys lost as a result of delivery drivers failing to meet delivery deadlines, or where items or orders are incorrectly delivered or where any transaction should be made available gratis as part of the Service Provider's quality of service customer guarantee

4. REQUIREMENTS

4.1 Each additional Member requires the purchase of an additional service

4.2 Each Service requires the purchase of the appropriate hardware/software/internet service to accommodate the service, which is the responsibility of the Member to either source or purchase from the Service Provider

4.3 Delivery and installation will take place at a time and date mutually agreed by the Service Provider and Member

5. MEMBERS OBLIGATIONS

5.1 The Member agrees to use official promotional material provided by the Service Provider in store, on leaflets and anywhere else where the Member intends to make customers aware of the service being provided by the Service Provider, namely anywhere where on-line delivery is promoted

5.2 The Member agrees to promote the service provided by the Service Provider by advertising in local newspapers and using official promotional material provided by the Service Provider

5.3 The Member warrants that all information provided to the Service Provider on registration and during the course of this agreement is true, complete and accurate and that the Member will promptly inform the Service Provider of any changes to such information

5.4 In consideration of the Service Provider providing the Service, the Member agrees that the Service Provider may hold such information on a database, to help identify and provide details of other products and/or services which may be of interest to Members

5.5 The Member must take all necessary steps to ensure the proper use by authorized parties only of its user name, passwords and any other security feature relating to the Service. The Member warrants that any person to whom its user name or password is disclosed is legally authorised to act as the Member's agent for the purposes of transacting via the Service

5.6 It is the responsibility of the Member to ensure that his details are entered onto the Member's Service Provider's web-site(s) and to ensure that any changes, details are updated.

5.7 The Member agrees to ensure that all equipment provided by the Service Provider is kept in good working order.

6. COPYRIGHT INDEMNITY

6.1 The Member shall ensure that no infringement of copyright or any intellectual property rights of third parties are breached in any menus or any advertising of the Service Provider's service

6.2 The Service Provider accepts no liability for any Member's losses as a result of the Member's infringement or alleged infringement of copyright or any intellectual property rights of a third party

6.3 The Member shall indemnify the Service Provider against any damages, costs, claims or expenditure incurred by the Service Provider as a result of any infringement or alleged infringement by a Member of copyright or any intellectual property rights of a third party

The Service Provider shall promptly notify the Member upon the Service Provider becoming aware of any such alleged infringement and, at its own expense, the Member shall conduct negotiations for settlement of such allegations and any litigation that may arise thereon

Upon notification of any such alleged infringement, the Member agrees to remove any menu from the Service Provider's web-site(s) with immediate effect. Alternatively, the Member agrees to modify said menu so as to delete the alleged offending infringement. The Member also agrees to remove or modify any advertisement where the alleged offending infringement has been used

The Member shall, at the request of the Service Provider, give all reasonable assistance for the purposes of defending any claim, demand or action brought against the Service Provider for any infringement or alleged infringement by the Member

The Member shall not make any admissions which may be prejudicial to the defence of such claim, demand or action

The Service Provider reserves the right (but does not assume any obligation) to inspect the content of any material placed on the Service Provider's web-site(s) to ensure that it complies with the terms of this Agreement or any applicable laws, regulations or codes of practice. If such material does not comply, the Service Provider reserves the right to suspend or terminate this Agreement

7. RIGHT TO SUSPEND OR END THE SERVICE

7.1 In the event that a Member is found to be in breach of this Agreement, the Service Provider may at his sole discretion and without prejudice to any other legal rights or remedies which it may have (in any order) take any one of the following actions:

7.1.2 Notify the Member by email or other means that the Member appears to be engaged in prohibited activity. The Member will then have five working days to show cause why the service Provider should not take further action;

7.1.3 Suspend the Services by restricting the Member's access to the service for a designated period of time;

7.1.4 Terminate this Agreement and the Service

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 In no event will the Service Provider be liable for any indirect or consequential loss or damage of any kind (including without limitation loss of profits, business interruptions, or loss, corruption or mis-delivery of data) however caused and whether arising under contract, tort (including negligence) or otherwise

8.2 Save as expressly set out in this Agreement, all conditions or warranties, which may be implied or incorporated into this Agreement by law or otherwise, are hereby expressly excluded to the extent permitted by law

8.3 The Member agrees to indemnify the Service Provider against any claims brought by a third party for loss, damage or injury resulting from the Member's use of the Service and in respect of any losses or liabilities incurred directly by the Service Provider as a result of the Member's breach or non-observance of any of these terms and conditions

8.4 The Member shall pay all costs, damages, awards, fees (including any legal fees) and Judgements awarded against the Service Provider arising from any such claims and shall provide the Service Provider with notice of any such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at the Member's sole expense

9 GENERAL

9.1 The Service Provider accepts no liability for loss of Service due to network or computer failure. In such circumstances the Service Provider will endeavour to restore the Service as soon as reasonably practicable

9.2 From time to time, the Service Provider may need to carry out maintenance to the web-site(s) and hardware and therefore the network may be closed down to enable the Service Provider to carry out such maintenance. The Service Provider will provide the Member with as much notice as possible as in the circumstances is reasonable

9.3 The service Provider accepts no liability for any loss or damage caused by the Service or equipment

9.4 Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship between the member and the Service Provider. The parties to this Agreement are independent contractors and neither party shall have the right or authority to incur any liability of debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other

9.5 The Member shall not acquire any title, copyright or other proprietary rights of the Service Provider

9.6 The Service Provider reserves the right to vary these terms and conditions from time to time. Notice of changes shall be notified by posting on the web-site(s). Continued use of the Service for a period exceeding one week after receipt of notification will constitute acceptance.

10. Payments

10.1 The Service Provider reserves the right to take and process: Cash, Card and PayPal Payments for Member's goods menu items, under the Service Provider Payment Policy Agreement.

Service Provider Payment Policy Agreement

Member must provide proof of delivery with the buyer's signature for transactions.

The Service Provider reserves the right to reject, hold, cancel and refund payments to customers without any authorizations from the Member.

The Service Provider reserves the right to claim Chargebacks paid in previous months as a result of unsuccessful disputes.

Chargeback:

A chargeback occurs when a buyer disputes a transaction with his or her credit card issuer. Among other reasons, a buyer may request a chargeback if:

- An unauthorized party has made a purchase with the buyer's credit card.
- The buyer has not received the items he or she purchased.
- The buyer has been charged multiple times for the same order.
- The buyer has other concerns about the validity of the purchase.
- The buyer is unsatisfied with a purchase and has not been able to solve the problem with the merchant.

Typical chargeback process:

- The buyer contacts the issuing bank for his or her credit card and requests a chargeback.
- The issuing bank processes the chargeback through the credit card association.
- Meal2Go receives a chargeback notification.
- Meal2Go notifies you of the chargeback.
- Meal2Go disputes the chargeback on your behalf if you have met the Meal2go Payment Policy Agreement.
- If the chargeback is successfully disputed, you will receive a notification from Meal2Go. No further action is required on your part.
- If the chargeback is not successfully disputed, you will be notified. You will then be [liable](#) for the chargeback.

11. TERMINATION

11.1 This Agreement will continue until ended by either party

11.2 Except in accordance with paragraph 7, the Service Provider may terminate this Agreement any time after the minimum period of 3 months and without cause by providing the Member with one months notice in writing

11.3 The Member may terminate this Agreement by providing the Service Provider with three months notice in writing to be sent to the Service Provider by 'Recorded Delivery'

11.4 Upon termination, the Member is to return all hardware, software and advertising materials and any other property belonging to the Service Provider in good working order

11.5 Upon termination, the Member shall pay any monies due to the Service Provider within seven days

N.B. The Member acknowledges that the Member has read and accepted the terms of this Agreement. Use of the Service shall be deemed as acceptance of the terms of this Agreement This Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the courts of England and Wales