

# Foodpenny Partner Terms and Conditions

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# Foodpenny Terms and Conditions

## Important Legal Notice

This page (together with our Cookies and Privacy Policy) sets out the terms and conditions ("Terms") on which we, Foodpenny Ltd ("we" or "FP" or "our" or "Foodpenny"), provide our services through our partner website <https://partner.foodpenny.com>, or on any of our Foodpenny platform.

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

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

For the avoidance of doubt, please note that references to "Website" in these Terms include any current or future version of our Partner website <https://partner.foodpenny.com>, including without limitation on any of our Foodpenny platforms (be mobile application or any current or future platform or device, including without limitation any mobile websites, affiliate website or related website for accessing our services that may be developed currently or in the future.)

By accessing any of Foodpenny platforms (website, mobile application and any other Foodpenny platforms), you indicate that you accept these Terms. If you do not accept these Terms, you should leave the Website immediately.

## Interpretation

The definitions and rules of interpretation in this clause apply in this Contract.

**Agreement** these Terms and Conditions;

**Bank Account** your business bank account into which the earnings/Payments shall be paid;

**Business Day** a day (other than a Saturday, Sunday or public holiday) when banks in United Kingdom are open for business;

**Business Premises** your business premises located at the address from which you operate

**Takeaway / Restaurant(s)/ Client/You/Your** the individual, firm or corporate body specified as the business.

**Contract** the contract between Foodpenny Ltd and you in accordance with the Agreement, which is subject to and incorporates these Terms and Conditions;

**Commencement Date** the date that the agreement is set to begin on

**Foodpenny/FP/Us/We/ Our** means Foodpenny Ltd,

**Platform** the Foodpenny system comprising of the website, mobile applications and or variations now or in future development to provide a set of services

**EPOS Software** the computer program which enables customers to order from your takeaway via the FP Platform and for the customer orders to be printed out in the Business Premises;

**EPOS System** the electronic point of sale system (EPOS) comprising the Equipment, the EPOS Software and the Platform

**Equipment** EPOS system, thermal printer or such other equipment as may be provided by Foodpenny from time to time which is suitable to operate the EPOS System;

**GDPR** General Data Protection Regulation 2016;

**Personal Data** has the meaning as defined in the GDPR;

**Intellectual Property Rights** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

**Setup Fee** the "one off" sum payable to Foodpenny as specified on the Agreement, to be dealt with in accordance with the Terms;

**EPOS Payments** the sum (inclusive of VAT) payable for the EPOS System as stated on the Agreement

**Dishes / Meals** are Takeaway/Restaurant(s) menu items

**Generic Menu** Foodpenny prepopulated Generic menu owned by us. Takeaway/Restaurant(s) input their names, prices and descriptions against the menu items.

# Terms and Conditions of Use and Sale

## 1. INTRODUCTION AND OUR ROLE

1.1 **Company Details:** Foodpenny Ltd is a company registered in England and Wales under number 12327398 whose registered office is at 55 Grove Road, Harrogate, North Yorkshire, HG1 5EP.

1.2 **VAT Number:** Our VAT number is GB 356 3274 89

1.3 **Service:**

1.3.1 This retailer website enables you to:

- a. Monitor your online sales through the Foodpenny online ordering platform, look up your Foodpenny invoices and manage your Foodpenny settings and manage your Takeaway/Restaurant through our Foodpenny setting options.

1.3.2 The services described in this clause 1.3 are collectively referred to as the "Service".

## 2. WEBSITE / PLATFORM ACCESS AND TERMS

2.1 **Acceptance of terms:**

2.1.1 By accessing any part of the Foodpenny Website/ Platform, you indicate that you accept these Terms. If you do not accept these Terms, you should leave the Website/ Platform immediately.

2.2 **Revision of terms:** We may revise these Terms at any time. You should check the Website regularly to review the current Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.3 **Responsibility:** You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Terms and that they comply with them.

## 3. YOUR STATUS

3.1 **Capacity and age:** You warrant that:

3.1.1 You are legally capable of entering into binding contracts; and

3.1.2 You are at least 18 years old.

## 4. OUR PRODUCTS

4.1 **Images:** The images of the Products on our Website or any of our platforms or that we otherwise provide to you in digital or electronic format are for illustrative purposes only. Although we have made every effort to display the images/colours accurately, we cannot guarantee that these images reflect your Products. Your actual Products may vary from these generic images.

4.2 **Packaging:** The packaging of the Products may vary from that shown on images on our Website or that we otherwise provide to you in digital or electronic format.

- 4.4 **Availability:** All Products shown on our Website or on any of our Foodpenny platforms are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your Order if made.

## 5. LICENCE

- 5.1 **Terms of permitted use:** You are permitted to use the Website /platform, print and download extracts from the Website for your own personal non-commercial use on the following basis:

5.1.1 You must not misuse the Website (including by hacking or "scraping").

5.1.2 Unless otherwise stated, the copyright and other intellectual property rights in the Website, on any of our platforms 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 Terms, any use of extracts from the Website other than in accordance with clause 5.1 is prohibited.

5.1.3 You must not modify the digital or paper copies of any materials that you print off in accordance with clause 5.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

5.1.4 You must ensure that our status as the author of the material on our Website or any of our platforms is always acknowledged.

5.1.5 You are not allowed to use any of the materials on the Website or on any of our Platforms for commercial purposes without obtaining a licence from us to do so.

5.2 **Limitation on use:** Except as stated in clause 5.1, the Website or any of our platforms may not be used, and no part of the Website / platforms 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.

5.3 **Reservation of rights:** Any rights not expressly granted in these Terms are reserved.

## 6. SERVICE ACCESS

6.1 **Website/ platform availability:** While we try to ensure our Website / platform 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.

6.2 **Suspension of access:** Access to the Website or any of our platform(s) may be suspended temporarily, at any time, and without notice.

6.3 **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.

6.4 **Third party websites:** Links to any third-party websites on the Website are provided solely for your convenience. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability).

## 7. CONTRACT

- 7.1 These Terms and Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 7.2 The Agreement constitutes an offer by you to use the EPOS system in accordance with these Terms and Conditions. You are responsible for ensuring that the information set out on the Agreement is complete and accurate.
- 7.3 The contract between you (the Takeaway/Restaurant) and us (Foodpenny) will commence once registration is completed.
- 7.4 There is no fixed contract (term) period. The contract shall continue to run on a 1-Month rolling basis, starting the day your Takeaway/Restaurant is live.

## 8. EPOS

- 8.1 Once Epos is purchased by you (at the agreed price) the following responsibilities apply:
  - 8.1.1 ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
  - 8.1.2 take such steps (including compliance with all safety and usage instructions provided by Foodpenny) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
  - 8.1.3 maintain at your own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts and arranging for annual Portable Appliance Testing (PAT Testing) to be carried out by an appropriately certified electrician, and shall make good any damage to the Equipment;
  - 8.1.4 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Foodpenny unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Foodpenny immediately upon installation;
  - 8.1.5 keep Foodpenny fully informed of all material matters relating to the Equipment, including but limited to instances where the Equipment breaks down or fails;
  - 8.1.6 keep the Equipment at all times at the Business Premises and shall not move or attempt to move any part of the Equipment to any other location without Foodpenny's prior written consent;
  - 8.1.7 permit Foodpenny or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
  - 8.1.8 maintain operating and maintenance records of the Equipment and make copies of such records readily available to us, together with such additional information as we may reasonably require.

- 8.1.9 not, without the prior written consent of Foodpenny, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, loan or other security interest in respect of it;
- 8.1.10 not without the prior written consent from us, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to the Equipment or such land or building and you shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Foodpenny against all losses, costs or expenses incurred as a result of such affixation or removal;
- 8.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Foodpenny in the Equipment and, where the Equipment has become affixed to any land or building, you must take all necessary steps to ensure that Foodpenny may enter such land or building and recover the Equipment both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Foodpenny of any rights such person may have or acquire in the Equipment and a right for the Foodpenny to enter onto such land or building to remove the Equipment;
- 8.1.12 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, you shall notify Foodpenny and you shall at your sole expense use your best endeavours to procure an immediate release of the Equipment and shall indemnify Foodpenny on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 8.1.13 the equipment will become the property of the business/restaurant/takeaway upon it being fully paid to Foodpenny Ltd
- a. Ownership excludes all software on the EPOS system. They will remain property of Foodpenny.
- 8.1.14 The Foodpenny EPOS software or services installed in the system shall remain the sole property and copyright of Foodpenny Ltd. The system/software shall not be re-sold or modified in any way whatsoever.
- 8.1.15 You agree that:
- a. the risk of loss, theft, damage, or destruction of the Equipment shall pass to you on Delivery. The Equipment shall remain at your sole risk during the Term and any further term during which the Equipment is in your possession, custody, or control.
- 8.2. You shall during the Term of this Contract:
- 8.2.1 not use the System for any unlawful purpose, in particular, you must not use the System:
- a. in any way that breaches any applicable local, national, or international law or regulation,
- b. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- c. for the purpose of harming or attempting to harm minors in any way.
- d. to send, knowingly receive, upload, download, use or re-use any material which:
- i. contains any material which is defamatory of any person,

- ii. contains any material which is obscene, offensive, hateful, or inflammatory.
- iii. promotes sexually explicit material.
- iv. promotes violence.
- v. promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- vi. infringes any copyright, database right or trademark of any other person.
- vii. is likely to deceive any person.
- viii. is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- ix. promotes any illegal activity.
- x. is threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
- xii. is used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- xiii. gives the impression that they emanate from Foodpenny if this is not the case.
- xiv. advocates, promotes, or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

e. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

f. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam).

8.2.2 indemnify Foodpenny against all damages, losses and expenses arising as a result of any action or claim that the Material supplied by you infringes the Intellectual property Rights of a third party; and

8.2.3 promptly notify Foodpenny if you receive any notice or allegations alleging a breach or infringement of Intellectual Property Rights

## 9. TERMINATION

9.1 You may terminate this Contract:

9.1.1 during the Initial Period by:

- a. giving at least 30 days written notice to Foodpenny, such notice to expire on the last day of the Initial Period; and
- b. on or prior to the last day of the Initial Period, returning the Equipment to Foodpenny at such address as specified by us or paying for us to collect the Equipment from the Business Premises; and
- c. on or prior to the last day of the Initial Period, paying in full any balance due on the account.

9.1.2 after the Initial Period by:

- a. giving at least 30 days written notice to Foodpenny, such notice to expire on the last day of the rolling 1-month period; and



- b. on or prior to the last day of the rolling 1-month period, returning the Equipment to Foodpenny at such address as specified by us or paying for us to collect the Equipment from the Business Premises; and
- c. on or prior to the last day of the rolling 1-month period, paying in full any balance due on the account.

9.2 Failure to comply with stated requirements mentioned in the Terms, will enforce us to suspend potentially remove your Takeaway/Restaurant(s) from all Foodpenny platforms.

9.3 Once suspended due to breach of our Terms, you shall forfeit, any monies owed to you by orders placed by customers to you through Foodpenny platforms.

## 10. ALLERGENS & DIETARY REQUIREMENTS

10.1 By Agreeing with our Terms you are accepting the following:

10.1.1 Responsibility:

- a. The allergen information you provide on our Platforms are true and accurate
- b. The allergens are information are in line with government guidelines located on: <https://www.food.gov.uk/business-guidance/allergen-guidance-for-food-businesses>
- c. It is your legal responsibility to provide accurate information on the allergens to customers.
- d. To constantly update and check ingredients used in preparing meals to customers and update your menu(s) on our platforms.
- e. Be sure all your staff members are fully trained and aware of what ingredients are used in preparing meals for customers
- f. Our platforms is purely a base for you to disclose what 'dishes' fall in which allergen/dietary sections
- g. It is your responsibility to inform the customer if you are not able to provide food that is safe for them to eat or not meet their requirements.

10.2 Accept we are unable to give advice about allergens. For further information or advice please go to the Food Standards Agency website

<http://www.food.gov.uk/business-industry/allergy-guide>

## 11. MENU

11.1 Foodpenny provides you a platform showing a prepopulated menu for your chosen cuisine, enabling you to match the dishes with the dishes you prepare.

11.1.1 Foodpenny are in control of our prepopulated (generic) menu item names, within specified cuisine(s), **BUT** not the ingredients or your method of preparing the dish(es).

11.1.2 We reserve the right to Add/Edit/Remove items from the menu without notice

- 11.1.3 We have no control over your prices
- 11.1.4 By using our platform you give us permission to use and publish the information and content you submit, including any intellectual property, on Foodpenny platform and as necessary for us to provide the Service under the agreement between us. If a Third party owns any rights in any information or content you upload to our Foodpenny platform, you must get their permission before you upload it.
- 11.1.5 By using our platform you acknowledge that you will amend and constantly update the information customers sees about your menu items.
- 11.1.6 Your menu updates will go live to customers on Foodpenny platform shortly after you save/amend your edits. As such it your responsibility to check menu before saving.
- 11.2 Your responsibility towards menu information:
  - 11.2.1 You are solely responsible for all information inputted by you on to our Foodpenny platform
  - 11.2.2 You are responsible for the accuracy of all information
  - 11.2.3 We will do our best to be sure you have the required access to manage your menu on our platform
  - 11.2.4 Your menu (including each menu item, description and options/choices) must:
    - a. Be clear, accurate, complete and error-free
    - b. Be your own, original content or licensed to you by a third party on terms that let you grant us the rights below. Content you upload must not infringe any third party's proprietary rights.
    - c. Meet any requirements in your Agreement with us
    - d. Comply with all applicable legal and regulatory requirements
    - e. Only include products that we permit to be offered on the Platform in the UK, in accordance with any specific requirements we notify you of where any restrictions apply
  - 11.2.5 If any information uploaded to our Foodpenny Platform does not comply with these terms or is offensive, illegal, immoral or inappropriate in any way we may remove it or the applicable menu page immediately without notice.

## 12. PRICES

- 12.1. It is your responsibility to input/check, verify and update your dish prices on our platform.
- 12.2 The prices of the dishes are in line with your current and future menu, whether it be via any other platforms or printed version of your menu.
- 12.3 Using our platform to input your dish prices, you give us consent to use and publish the information and content you submit, including any Intellectual property, on Foodpenny platform.

## 13. PAYMENTS

- 13.1 All payments are processed on Foodpenny platform are handled by MangoPay.
- 13.2 It is your responsibility to adhere to MangoPay Terms and Conditions, which can be located on [https://www.mangopay.com/terms/PSP/PSP\\_MANGOPAY\\_EN.pdf](https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_EN.pdf)

13.3 Foodpenny do not hold any financial information relating to your Takeaway/Restaurant(s).

13.4 Payment information:

13.4.1 Foodpenny will invoice you on a regular basis and will include:

- a. Earnings before any commission / fees
- b. Earnings after any deductions
- c. Amount to be credited to your UK Business bank account.

13.5 You have the flexibility to redeem money from your E-wallet automatically in our daily scheduled invoice process or manually.

13.5.1 payment terms depending on banking schedule stated by MangoPay.

#### 14. DISPUTES

14.1 All disputes are handled between the Customer and you (Takeaway/ Restaurant)

14.2 Any money due on disputed orders will be held until the dispute is resolved

14.2 If any refund is to be given to the customer it will be deducted from the order value relating to that disputed order.

#### 15. FOODPENNY DRIVER APP

15.1 Foodpenny Driver App is a tool provided by Foodpenny to help you (Takeaway/Restaurant) manage the delivery of meals to customers.

15.3 Foodpenny do not have any financial links with drivers that are registered / using the Foodpenny Driver App.

15.4 We do not employ or supply drivers to deliver meals to your customers.

15.5 We take no responsibilities of managing drivers who have registered on the Foodpenny Driver App

15.6 It is your responsibility to select/manage/organise/ Pay the drivers

15.7 The conduct and performance of the drivers are your responsibility and you must ensure they are of the highest standards in terms of service and decency

#### 16. COMPARISON RESULT PAGE

16.1 Are based on the prices you have inputted against our prepopulated (generic) menu within your chosen cuisine.

16.2 Based on data, including your discounts/promotions you have provided on our Foodpenny Platform

16.3 The Customers have the right to choose the Takeaway/Restaurant based on their criteria, as such we cannot guarantee a successful order

16.4 As long as you satisfy the customer's criteria you will be shown on the Comparison Result Page

## 17. PROMOTIONS

- 17.1 Foodpenny may run promotions which may or may not affect your orders.
- 17.2 Any promotions provided by Foodpenny are subject to additional term and conditions.
- 17.3 Any Foodpenny promotions are intended to offer a further discount/offer which reduces the payment amount from the customer.
- 17.4 Foodpenny promotions will not reduce the balance owed to you on the order(s) affected.

## 18. COMMISSION

- 18.1 By agreeing to these Terms you are accepting our contract as such any payment you receive for an order on our platform will incur commission at the agreed rate.
- 18.2 Any payment you receive on behalf of Foodpenny will be less our commission.
- 18.3 Our Commission rate may change but you will be notified 30 calendar days before the change.

## 19. GENERAL T&C

### 19.1 Takeaway/Restaurant Discounts

- 19.1.1 You have control on how much discount you wish to apply on your final order bill to the customer
- 19.1.2 Discounts can be set to menu **Item** level
- 19.1.3 You have control on what Day/Time of day/and period to apply discounts
- 19.1.4 Foodpenny have no responsibility on what discounts you provide to customers as such it is your responsibility to offer an affordable discount.

### 19.2 Legal basis for processing personal information

- 19.2.1 Foodpenny will always make sure we have a legal basis to collect and use your personal information. The legal basis we rely on will change depending on the type of information and the context in which we collect it.
- 19.2.2 Our main reason for collecting and using your personal information is to perform our contract with you (i.e. to enable Customers to purchase goods from your Takeaway/Restaurant via an Order Channel), but we may also process it where it is in our legitimate business interests to do so.

### 19.3 Data Retention

- 19.3.1 Foodpenny will retain your personal information for no longer than is necessary to fulfil the purposes described in this Privacy Policy (e.g. the period that your Takeaway/Restaurant is listed on our platform). We may also retain certain elements of your personal information for a period after you delete or deactivate your account for our legitimate operations such as record keeping and to comply with our legal obligations. Whenever we retain your information we will do so in compliance with applicable laws.

## 19.4 Data Protection

### 19.4.1 Who we share personal information with:

- a. We may share your personal information with the following recipients (and whenever we do so we will ensure that we have appropriate security and contractual safeguards in place to protect it):
  - i. Customers who place orders with your Takeaway/Restaurant pursuant to the Services.
  - ii. Foodpenny companies within our Group.
  - iii. Third parties who support our Services (for example, our marketing partners, our delivery partners, and any third-party companies we partner with to give you access to special discounts on goods and services).
  - iv. Any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary under applicable law or regulations.
  - v. New owners or re-organised entities and their agents and advisors in the event of a business restructuring, sale, purchase, or joint venture affecting our business.
  - vi. Any other person with whom you tell us we can share your information.

## 19.5 Your data protection rights

19.5.1 You can also contact us to ask us to delete your personal information, restrict its processing or request that it be ported to a third party. You also have the right to change your mind about the marketing communications we send you by updating your preferences in your account page in the countries where this is available.

## 19.6 Security

19.6.1 Foodpenny places great importance on protecting your information from and against unauthorised access and against unlawful processing, accidental loss, destruction and damage. We implement appropriate technical and organisational measures, to safeguard such information.

## 20. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE)

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

20.2. 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:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

- e. impossibility of the use of public or private telecommunications networks; and
- f. the acts, decrees, legislation, regulations or restrictions of any government.

20.3. Our performance under these 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 Terms may be performed despite the Force Majeure Event.

## 21. INTELLECTUAL PROPERTY

- 21.1 All rights, title and interest in and to our platform, any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Foodpenny intellectual property
- 21.2 We grant you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence to use the Foodpenny platform in the country you operate in during the term of our agreement for the sole purpose of using receiving orders from our platforms.
- 21.3 You must not (and shall not permit any third party to):
  - a. copy, adapt, reverse engineer, decompile, modify or make error corrections to any Foodpenny platform other than with our express prior written consent;
  - b. breach, disable, tamper with, or develop or use any workaround for any security measure in any Foodpenny Platform or otherwise do anything that disrupts any Foodpenny Platform, Foodpenny or any person.
- 21.4 Foodpenny grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Foodpenny branding, which includes the “Foodpenny” logo, name and/or website address for the Term in the country you operate in. You must comply with any Foodpenny policy issued from time to time.
- 21.5 You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding which includes your logos, name and website address(es) for the Term in the country you operate in. You warrant and undertake that your branding does not and will not infringe any third party intellectual property rights. We can use your branding on the Platform, for marketing purposes and as reasonably necessary to provide Pickup.
- 21.6 Except for these limited licences:
  - 21.6.1 Foodpenny retains ownership of and all rights in and to Foodpenny branding; and
  - 21.6.2 You retain ownership of and all rights in and to your branding.