

Terms and Conditions

1. TERMS AND CONDITIONS (THE “AGREEMENT”)

- a. This website(the “**HungryMe platform**”) allows you (“**You**”) to purchase Items (as defined below) from the HungryMe website (the “**Service**”) at particular take-away, cafés and restaurants (the “**The Restaurant**”). When you purchase certain goods including food and beverages at a restaurant, (“**Items**”) from the HungryMe website, then it is subject to the terms set out in this Agreement.

2. TERMS OF PURCHASE

- a. Subject to You complying, the Service shall ensure that You can: (i) view Items for sale; (ii) purchase Items using the Service; (iii) received confirmation for the order of Items
- b. When You purchase an Item on the Service using the HungryMe platform, You shall pay for such Item by either using a credit or debit card accepted by the HungryMe platform via an external PCI-certified payment provider (Stripe) or by cash to the Restaurant directly.
- c. You represent, warrant and undertake that: (i) You are legally capable of entering into this binding contract; (ii) You are at least 18 years old; (iii) You will use the Service only for Your personal, non-commercial use and not for any re-distribution of Items; and (iv) You will not infringe the Intellectual Property Rights (as defined below) or other rights of third parties whose work is embodied in Items.
- d. You agree and acknowledge that it is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol or for any person over the age of 18 to buy alcohol on behalf of any person under the age of 18. Orders containing alcohol will therefore not be accepted by the Service from or on behalf of persons under the age of 18 and it is within the Restaurant staffs’ rights to ask for proof of age of anyone on the Restaurant’s physical premises.
- e. You may use software made available for use in connection with the Service (“**Software**”) only in connection with the Service. You may not separate any individual component of the Software or incorporate it into Your own programs or deal with it in any other way. You may not, and You will not assist, encourage or authorise any third party to modify, reverse engineer, decompile or disassemble Software, whether in whole or in part or create any derivative works from the Software.
- f. You shall not: (i) manipulate transactions in any way which is unfair to other users of the Service; or (ii) use the Service in contravention of applicable laws nor permit or assist others to do so.

Terms and Conditions

3. PAYMENT AND DELIVERY PROCESS

- a. You need to register to access the Service and You will be required to enter Your payment details to pay for Items using Your credit or debit card. Your payment details will be saved, which the HungryMe platform saves on a secure external PCI-certified server (via Stripe Payment Gateway). The HungryMe platform uses the 3 digits on the back of your credit card as code to make payments through the HungryMe platform ("**Card security CODE**") secure. On collecting or the delivery of Items, You may be required to show Your phone displaying Your order number to the Restaurant staff at the time of collection or delivery of Items as proof of identification. You are responsible for the safekeeping of Your order number.
- b. HungryMe will ensure that any information, such as Your debit or credit card information, which passes between the HungryMe platform and the server, is encrypted with SSL (Secure Socket Layer). However, You acknowledge that the transmission of information via the internet is not completely secure and HungryMe cannot guarantee the security of Your data transmitted through the HungryMe platform, which is transmitted at Your risk. HungryMe shall not be liable for any claims arising from misuse of Your credit or debit card where such misuse is a result of Your failure to keep Your credit or debit card secure.
- c. In the case of Items which are not capable of delivery in digital format, such as food and beverages, ("**Tangible Items**") the Restaurant shall procure delivery of any Items to You within reasonable industry times of You paying for such Tangible Items using the Service. The Service may notify You of an estimated time for delivery or collection of Your Tangible Items but these are estimates only and should not be relied upon or treated as guarantees.
- d. The Service shall comply with all applicable laws and regulations related to Your use of the Service, including but not limited to laws and regulations concerning distance selling, refunds and returns, data protection and food safety.

4. CANCELLATIONS, DISPUTES AND REFUNDS

- a. Once You have submitted and paid for Your order for Tangible Items, any amendment or cancellation will be at the sole discretion of the Restaurant. Your order on the HungryMe platform until the Service has accepted it. The Service has discretion to reject Your order, for example if the Restaurant has no longer got Items in stock or if the Restaurant is too busy to be able to fulfil Your order. When You submit and pay for an order, Your bank or card issuer will ring-fence the payment amount. If You cancel an order or the Service rejects it, Your bank or card issuer will release the payment amount back to Your account (without transferring the amount to HungryMe), although You accept this may take up to [7] days.
- b. If You have any dispute with the Service or You think You are entitled to a refund, You should contact the Restaurant staff in the first instance as this in most cases will result in instantly resolution of the dispute. If the dispute is not resolved to Your

Terms and Conditions

satisfaction by the Restaurant, You are entitled to notify HungryMe, within 24 hours of placing Your order, by emailing info@hungryme.co. HungryMe shall use reasonable commercial endeavours to resolve any such dispute.

5. TERM

- a. The term of this Agreement shall commence upon You commencing use of the Service and shall terminate upon You ceasing use of the Service.

6. INTELLECTUAL PROPERTY

- a. You acknowledge that any and all patents, trade marks, service marks, designs, utility models, unregistered trade marks, business or trade names (including Internet domain names and e-mail addresses), designs, copyright (including copyright in broadcasts, computer software and databases), semi-conductor topography rights, database rights and design rights, inventions (including improvements on or additions to inventions), discoveries, know-how and all other intellectual and industrial property and rights of a similar or corresponding nature (“**Intellectual Property Rights**”) on the HungryMe platform, the Service and the Restaurant, including brand, logo and get-up, community features, underlying software and technology, and all information, consumer data and other material generated by the operation of the Website, HungryMe platform and Service belongs to HungryMe or its licensors and You shall not acquire or claim any right, title to or interest in the same and nor shall any goodwill inure to You by virtue of this Agreement.

7. SERVICE ACCESS

- a. HungryMe runs the Service with the aim of providing You with uninterrupted access. However, You acknowledge that HungryMe is under no obligation to ensure the Service is continuous and HungryMe will not be liable where access to the Service is suspended (whether temporarily or not) without notice.
- b. HungryMe will try to ensure that the information on the Website and the HungryMe platform is correct. However, You acknowledge that HungryMe is under no obligation to update material on the Website and the HungryMe platform and provide that it is error and virus free. The Restaurant is responsible for providing correct information regarding Item description and price.

LIABILITY

- c. The parties' liability to each other for death, personal injury, fraudulent misrepresentation or any other liability that cannot be excluded by law shall not be limited.
- d. Subject to Section 7a. HungryMe shall not be liable to You whether in contract, tort, breach of statutory duty, or otherwise, even if foreseeably, arising under or in

Terms and Conditions

connection with the Service, the HungryMe platform or the Website for: loss of profits, sales, business or revenue; loss of goodwill; indirect or inconsequential loss or loss or corruption of data.

8. DATA PROTECTION

- a. HungryMe is committed to protecting Your privacy and security. Any personal data that we collect from You will be minimal and will be processed in accordance with our Privacy Policy, which is available [here](#).

9. MISCELLANEOUS

- a. HungryMe reserve the right to amend this Agreement from time to time by changing the terms and conditions on the HungryMe platform. Where this Agreement is varied, the new terms of use may be displayed on-screen on the HungryMe platform and You may be required to read and accept them to continue Your use of the Service.
- b. If any term of this Agreement is held to be unenforceable in whole or in part, that term shall to the extent necessary be deemed not to form part of this Agreement but the enforceability of the remainder of such term and of the remainder of this Agreement shall not be affected. The following Sections of this Agreement shall survive termination of this Agreement: 1(d), (f) and (g), 5 and 9(c).
- c. The failure by the Restaurant to enforce any term of this Agreement shall not be considered to be a waiver of the right to subsequently enforce any such term.
- d. This Agreement constitutes the entire agreement of the parties and supersedes any previous arrangements between the parties. Neither party has relied on any oral or written representation of the other party regarding this Agreement.
- e. This Agreement shall be governed by and construed in accordance with the law of the applicable contracting HungryMe entity and the parties submit to the non-exclusive jurisdiction of the courts of the applicable contracting HungryMe entity.

10. ACCEPTANCE

- a. By clicking the “accept” button, You acknowledge that You accept the terms of this Agreement without change. Your continued use of the Service constitutes Your acceptance of this Agreement.