

TERMS OF USE OF PREODAY'S APP AND WEB ORDERING TOOL

(LAST UPDATED ON 19 August 2016)

PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING OR INSTALLING PREODAY'S APP (THE "APP") OR USING THE ONLINE ORDERING TOOL SET UP AS AN IFRAME ON A VENUE'S WEBSITE AND WHICH FACILITATES YOUR ORDER AND PAYMENT FOR GOODS AND SERVICES FROM THAT VENUE (THE "WEB ORDERING TOOL").

By installing or using the App, or by using the Web Ordering Tool, you are agreeing to these terms which include, in particular, the privacy notice referred to in clause 12 and the limitations on Preoday's liability in clause 10.

These terms form a legal agreement (the "**Agreement**") between you and Preoday Limited, a company registered in England and Wales with company number 08243191 ("**Preoday**", "**we**" or "**us**"). **Please print a copy of these terms for your record and future reference.**

If you do not agree to them or are unable to comply with them, you should not install or use the App.

1 Preoday's services

- 1.1 The App and the Web Ordering Tool aims to facilitate the ordering of and payment for goods and services from a provider (the "**Venue**"). Preoday runs the App and the Web Ordering Tool for the Venue. These terms apply between you and Preoday.
- 1.2 For the purposes of this Agreement, "**Services**" means the services provided by Preoday as set out in clause 1.1 and the content which you may access through the App and the Web Ordering Tool. The terms of this Agreement apply to the App and the Web Ordering Tool (including any updates or supplements to them or either of them), and to the Services.
- 1.3 Preoday is not responsible for the delivery or quality of the services at the Venue or the amount of the bill, and Preoday cannot process any refunds. You should discuss any such issues directly with the Venue.

2 Registration and eligibility

- 2.1 In order to access the Services, you must register with us and create an account. During the registration we may collect one or more of the following, depending on the Venue: your name, phone number, email address, date of birth, physical address or your gender. See our privacy notice for details of how this information is used by us and disclosed to the Venue.
- 2.2 For security purposes, you must also set a password. You should keep your username and password confidential. Any use of the App, the Web Ordering Tool or the Services using your mobile device or account details will be your responsibility. You can reset your password at any time from within the App or the Web Ordering Tool.

- 2.3 The Services are not intended for users of under 18 years of age. We check your date of birth during the registration process and if you are under 18, you are not permitted to have an account or to receive the Services.
- 2.4 If you want to disable your account at any time, please contact us at support@preoday.com.

3 Payment

- 3.1 In order to pay for your goods and/or services using the App or the Web Ordering Tool, you will need to provide payment card details. You must have appropriate authority to use the payment card which you use for payment.
- 3.2 Payment processing services are provided by a third party. The details you provide to us in the App or the Web Ordering Tool are passed directly to the payment service provider and will be subject to its terms of use and privacy policy. By inputting payment card details, you are consenting to use of the payment card details by the payment services provider for the purpose of paying for your order. If you have any questions relating to these services please contact the relevant payment service provider.
- 3.3 Preoday does not store any of your payment card details on its systems.
- 3.4 **Payment transactions are between you and the Venue. Whilst the Services facilitate the payment procedure, Preoday does not receive your payment, store your payment card details and is not responsible for subsequent use of your card or payment details.**

4 Your use of the App, the Web Ordering Tool and Services

- 4.1 We grant you a non-exclusive, non-transferable licence to install and use a copy of the App on your iPhone or Android mobile device for the purpose of accessing and using the Services, in accordance with the other terms of this Agreement.
- 4.2 You may not:
 - 4.2.1 sub-license, assign or transfer your rights or obligations under this Agreement nor permit use of the App by any other person; nor
 - 4.2.2 access or use the Services using any interface other than that provided by the App or the Web Ordering Tool.
- 4.3 You acknowledge that the App, the Web Ordering Tool and the content of the Services are protected by copyright, database rights, trade marks and other intellectual property rights of us, the Venue and our other licensors, as applicable, and all rights not expressly granted to you are reserved to us and our licensors.
- 4.4 You may not use the App, the Web Ordering Tool or the Services in any way incompatible with their intended purpose nor in any unlawful or unauthorised manner and, in particular, you may not:
 - 4.4.1 make any copy of the App (other than the permitted copy on your mobile device and a single back-up copy to the extent necessary to exercise your rights under this Agreement) or the Web Ordering Tool; nor

- 4.4.2 modify, adapt, reverse engineer, decompile or disassemble, create derivative works of, publish, distribute or commercially exploit the App, the Web Ordering Tool or any content or software element of the Services; nor
- 4.4.3 remove any copyright or proprietary notices on the App, the Web Ordering Tool or the content of the Services; nor
- 4.4.4 use, distribute or disclose confidential, personal or sensitive information within the content of the App, the Web Ordering Tool or the Services without appropriate authority; nor
- 4.4.5 export the App or the Web Ordering Tool in breach of applicable export control or other laws relating to the export of technology and software; nor
- 4.4.6 make any unlawful or unauthorised use of our (or our service providers') equipment, networks, systems or software (including attempting to gain unauthorised access, introducing any computer virus or malware, or inhibiting their operation).

5 Duration and termination

- 5.1 This Agreement will remain in effect during the time that you use the App, the Web Ordering Tool or the Services or have the App installed on any device.
- 5.2 We may withdraw the Services, remove your account and associated content and/or terminate or suspend your access to the Services at any time at our absolute discretion, including (without limitation) if you breach or we reasonably suspect that you are in breach of any term of this Agreement, if our relationship with the Venue terminates or changes, or if we cease to offer (or change the way in which we offer) the App, the Web Ordering Tool or the Services. You will not be entitled to any compensation for such withdrawal, removal, termination or suspension.
- 5.3 Following termination or suspension of your access to the Services for any reason, we may retain your account details and other records relating to you for record keeping, analysis and statistical purposes.

6 Extent of the Services

- 6.1 Our Services are provided for your convenience, and are not intended to be relied upon by you. Whilst we use reasonable efforts to provide effective Services, we cannot guarantee availability of the Services at all times nor the accuracy or appropriateness of information. In particular, you should make your own checks on the accuracy of your order and the amount you are paying.

7 Social media and other third party services

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

- 7.2 The App, the Web Ordering Tool and the Services may contain links to websites provided by third parties, and we are not responsible for the availability, accuracy or content of third party websites.

8 Content provided by you

- 8.1 You agree that you:

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

8.1.2 will not upload or transmit to our (or our service providers') systems or otherwise provide to us any unlawful content (including any content which is defamatory, obscene or abusive, or in breach of or an infringement of intellectual property or privacy rights, or any data protection or confidentiality obligations).

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

9 Access to the Services

Access to the Services relies on you being able to receive data over the internet via Wifi or a mobile data connection, using your mobile device and the App or using the Web Ordering Tool. Whilst we do not make charges for your use of the App or the Web Ordering Tool, you are responsible for making all arrangements and payments necessary for you to access the Services using the App and/or the Web Ordering Tool, including internet and network connections, an appropriate iPhone or Android mobile device, and any additional software or hardware required. We are not responsible for the availability of the internet or any communications network nor any errors in or damage to connections, equipment or software that may occur in relation to your use of the App, the Web Ordering Tool or Services.

10 Limitations of liability

- 10.1 Nothing in this Agreement shall exclude or limit our liability for fraud, fraudulent misrepresentation, death or personal injury caused by our negligence or other liability which cannot be lawfully excluded or limited.

- 10.2 Except as may be expressly set out in this Agreement, all conditions, representations and warranties relating to the App, the Web Ordering Tool and the Services are excluded to the maximum extent permitted by law.

- 10.3 We shall not be liable for any defects or errors in the App, the Web Ordering Tool or the Services, nor interruptions in or unavailability of the Services, nor any breach of any obligations due to a cause beyond our reasonable control.

- 10.4 We shall not be liable for:

10.4.1 any loss, damage or distress arising from reliance on information or reliance on availability of services; or

10.4.2 any indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data or content),

which you suffer in relation to this Agreement, or your use of the App, the Web Ordering Tool or the Services.

10.5 As the App, the Web Ordering Tool and Services are provided free of charge, you agree the exclusions and limitations of liability set out in this Agreement are reasonable.

10.6 Without prejudice to the exclusions and other limitations on our liability (including clause 10.4) or clause 10.1, Preoday's total liability to you:

10.6.1 in respect of any failure in the Services provided under the App and the Web Ordering Tool for a transaction is limited to the amount paid by you using the App for that transaction; and

10.6.2 in any twelve (12) month period for any other losses or claims relating to the App, the Web Ordering Tool or the Services and arising during that period is limited to £500.

11 Changes

11.1 We may make changes to the Services, this Agreement or the terms on which you may use the App, the Web Ordering Tool or the Services at any time at our absolute discretion. Depending upon the changes we may require you to read and accept a new agreement for you to continue to use the App, the Web Ordering Tool and the Services.

11.2 If reasonably requested by us from time to time (by means of a notice within the Services, on our website, within the relevant application store or otherwise), you agree to install and use an upgraded version of the App in place of your current version, or to uninstall the App if we cease to offer it and the Services to the public. All upgrades to the App and/or the Web Ordering Tool will fall within the definitions of "App" and "Web Ordering Tool" under this Agreement.

12 Privacy notice

12.1 You agree to our use of your personal data as set out in our [privacy notice](#).

12.2 In particular, please note that we may collate data: relating to your use of the App, the Web Ordering Tool and the Services at the Venue; from the Venue's records; and from another Preoday mobile app or an app created using Preoday's API. We may combine this data with your registration information, and other information from your social media profile (if you use these credentials to log in). This data may be used by us and disclosed to the Venue for analysis and statistical purposes, but this data will not be able to identify you personally.

12.3 Subject to obtaining your consent, we and or the Venue may also use information we collect to send to you marketing communications through the App and/or the Web Ordering Tool by push notifications or email.

12.4 If you have any concerns in relation to the way we are using your personal data or wish to change your preferences regarding marketing communications, please contact us at support@preoday.com.

13 General

- 13.1 All provisions of this Agreement which by their nature are intended to continue shall survive termination, including terms relating to exclusions and limitations of liability, intellectual property restrictions and on-going use of your data.
- 13.2 Termination of this Agreement or the Services shall not affect accrued rights and liabilities of you or us up to the date of termination.
- 13.3 No provision of this Agreement is intended to be enforceable by any person other than you and us.
- 13.4 We may, without your consent, sub-contract provision of the App, the Web Ordering Tool and the Services or sub-license our rights under this Agreement or our third party service providers.
- 13.5 We may, without your consent, assign or transfer any or all of our rights and obligations under this Agreement to any successor in title of all or part of the App, the Web Ordering Tool, the Services, or intellectual property or other rights or obligations subsisting in relation to the same.
- 13.6 Failure or delay by us to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
- 13.7 The terms of this Agreement constitute the entire agreement between you and us with respect to the subject matter and supersede any and all prior agreements, negotiations and discussions relating to the same.
- 13.8 If any provision of this Agreement is found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal, whilst maintaining or giving effect to its commercial intention.
- 13.9 This Agreement is governed by the laws of England and Wales, and the courts of England and Wales shall have jurisdiction to hear any disputes arising in connection with it.