

Crave Group Company General Terms and Conditions for Vendors

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSE 11

1. Parties

- 1.1. The Crave group company named on the Registration Form as the supplier of the Services and Payment Services ("**Crave**").
- 1.2. The General Terms and Conditions for Vendors ("**Terms**") apply to the relations between Crave and the Vendors for the supply of the Service and the Payment Services. Customers are referred to the General Terms and Conditions for Customers. These Terms apply to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.3. The Vendor is exclusively responsible for the fulfilment of an Agreement. Crave is not party to this.

2. Definitions

- 2.1. In these Terms, the following words have the following meanings:

Agreement: an agreement between the Customer and the Vendor regarding an Order and the delivery or collection of the Order.

Chargebacks: credit or debit card chargebacks or other similar transactions.

Contract: the agreement between Crave and the Vendor formed in accordance with clause 4.1 for the supply of Services and Payment Services.

Customer: a natural person (over 16 years old) or legal entity who places an Order through the Platform.

Hardware: the tablet(s) or other physical device(s) provided by Crave to the Vendor for use with the Platform.

Intellectual Property Rights: patents, copyright and related rights, trade marks, the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KYC Information: all documents and data Crave requires for the compliance with know-your-customer obligations under anti money laundering and prevention of terrorism regulations.

Order: an order placed by a Customer with a Vendor through the Platform.

Payment Services: the receiving of money from Customers, securing the money and transferring money due to a Vendor or refunding it to the Customer.

Platform: the website(s), apps, tools and other equipment of Crave and its affiliated companies and business partners on which the Service is made available.

Sanction Lists: lists of sanctioned countries, individuals and entities prepared by organisations such as the United Nations, European Union or by national governments in the countries and states which Crave provides the Payment Services.

Service: all services and / or other activities other than the Payment Services provided by Crave to the Vendor in the context of the operation of Crave's "Appless" platform and including any services provided by Crave to the Vendor to enable the Vendor to display its goods and services to Customers and form Agreements by means of the Platform.

Vendor: a company that uses the Platform for the establishment of the Agreements and payment pursuant to the Agreement.

Vendor Information: Vendor information related to, among other things, business and contact details, KYC Information, general information, product range (including options, composition, ingredients and additives of meals and drinks including information on allergies, nutrition and content if required by law), menus, prices for each individual product (including VAT), company logo, graphic material, domain name, delivery area (including postal codes), delivery charges, minimum order amounts, bank account numbers for billing and payments, VAT number, opening hours, licenses, legal information and other information about the Vendor.

Vendor Website: a website related to a Vendor created by Crave with a domain name determined by and owned by Crave.

- 2.2. Clause headings shall not affect the interpretation of this Contract.
- 2.3. Any words following the terms **including, include, in particular, for example** or any similar expression is illustrative only and shall not limit the sense of the words or term preceding those terms.
- 2.4. If there is an inconsistency between any of the provisions of this Contract and the provisions of the Registration Form, the provisions of this Contract shall prevail.

3. **Delivery of the Service**

- 3.1. Crave provides the Service to the Vendor as a result of which Agreements are made. Crave's role in entering into Agreements is that of agent on behalf of the Vendor. The Vendor hereby appoints Crave as its agent with authority to conclude agreements for Orders in the name of and on behalf of the Vendor and to process and receive payment for Order from Customers.
- 3.2. Crave publishes parts of the Vendor Information that are relevant to the ordering process on the Platform but does not check or otherwise review the content (except with regard to KYC Information concerns). Crave reserves the right not to publish Vendor Information (or parts of it) and will inform the Vendor if this is the case.
- 3.3. Crave may authorise the Vendor to provide or modify certain Vendor Information on the Platform itself.
- 3.4. Crave may create and host a Vendor Website for the Vendor as part of the Platform.

- 3.5. All Hardware supplied by Crave remains the exclusive property of Crave at all times. Crave may request the return of Hardware in which case the Vendor is responsible for delivering to Crave's registered address, at no cost to Crave, all requested Hardware in the same condition as when it was originally provided to the Vendor.
- 3.6. Crave does not warrant that the Platform and Vendor's use of the Services and Payment Services will be uninterrupted or error-free.
- 3.7. Crave is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

4. **Registration of the Vendor**

- 4.1. The Vendor will register with Crave by submitting a completed registration form via Crave's website (**Registration Form**). The submission of a Registration Form is an offer by the Vendor to buy the Services and Payment Services specified in the Registration Form. There will be one Contract for the provision of Services and Payment Services which becomes effective once Crave confirms its acceptance of the Contract to the Vendor in writing or, if earlier, once Crave commences performance of the Services.
- 4.2. The Vendor undertakes to provide Crave with all information that Crave may require to identify the Vendor and verify the ultimate beneficial owner of the Vendor.
- 4.3. The Vendor shall inform Crave immediately of changes in the KYC Information and other information supplied in accordance with clause 3 of these Terms.
- 4.4. Crave may decline a Vendor registration request for any reason.

5. **Obligations of the Vendor**

- 5.1. The Vendor:
 - (a) authorizes Crave to enter into Agreements on behalf of the Vendor;
 - (b) shall provide the Vendor Information (including KYC Information) to Crave and any additional information related to the Vendor upon Crave's request. Such information shall be provided promptly or within such timescales as Crave may require from time to time;
 - (c) shall ensure that the Vendor Information is complete and accurate in all respects and shall include all necessary food information including information about allergens;
 - (d) shall communicate changes to the Vendor Information to Crave two (2) working days before they become effective, so that:
 - (i) Crave may change the Vendor Information as shown on the Platform; or
 - (ii) Crave may authorise the Vendor itself to change certain Vendor Information shown on the Platform;
 - (e) authorizes Crave to use and process the Vendor Information, for example for marketing campaigns, databases, partner platforms or search engines, and provided

to this end Crave has the right to grant the same rights to third parties with regard to the Vendor Information;

- (f) authorizes Crave to provide additional services and fees to be charged by the Restaurant, provided Crave informs the Restaurant in advance about any additional services offered;
 - (g) shall immediately inform Crave if any food inspection authority or any other authority investigates, or establishes a violation by, the Vendor or its employees of applicable food laws or any other laws or regulations;
 - (h) shall not include links on the Platform to the websites of third parties outside the Platform, shall not post advertisements on the Platform and shall not use SEO and / or similar services with brands and / or trade names of Crave without the express permission of Crave;
 - (i) agrees to treat Crave's employees and suppliers with respect and decency;
 - (j) accepts the settlement by Crave of amounts received from the Customers and owed to the Vendor against any amounts owed by the Vendor to Crave for the Service and for the Payment Services;
 - (k) registers a maximum of one Vendor on the Platform per address;
 - (l) shall ensure the Vendor can be reached by e-mail and telephone during the opening hours of the Vendor; and
 - (m) shall use best endeavours to operate its business in a manner which ensures that the number of Chargebacks in respect of Agreements are kept to a minimum.
- 5.2. The Vendor shall not access, store, distribute or transmit any viruses, worms, trojan horses or other similar things or devices, or any material during the course of its use of the Platform, Services and Payment Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property and Crave reserves the right, without prejudice to its other rights, to disable the Vendor's or any Customer's access to any material that breaches the provisions of this clause and to remove such material from the Platform without notice to the Vendor.
- 5.3. The Vendor shall not license, sell, transfer, assign, distribute, display, disclose, or otherwise make the Services and/or Payment Services available to any third party except the Customers.
- 5.4. The Vendor shall maintain product and public liability insurance for the duration of this Contract of an amount per year which is not less than the amount specified in the Registration Form with a reputable insurer and shall provide a copy of the insurance policy to Crave on request.
- 5.5. The Vendor acknowledges and accepts that Crave shall be under no obligation to commence performance of the Services or Payment Services unless or until:
- (a) Crave has received any fees due on commencement of the Contract (as specified in the Registration Form) in full and in cleared funds; and

- (b) The Vendor has provided all KYC Information required by Crave in a form satisfactory to Crave.

6. **Warranties and Indemnities of the Vendor**

6.1. The Vendor:

- (a) warrants that it will comply with all applicable laws and regulations including health and safety laws;
- (b) warrants that any meals, beverages and other items supplied to the Customer in fulfilment of an Agreement are suitable for consumption and meet the (information) requirements of the applicable food law and related laws and regulations;
- (c) shall promptly notify Crave of any changes in the composition, ingredients and additives that could cause a reaction to allergies and intolerances;
- (d) warrants and represents that it has and shall maintain for the duration of the Contract all the necessary permits to operate and to fulfil Agreements;
- (e) warrants and represents that it is not bankrupt, that there are no pending insolvency proceedings or any reorganisation procedure under judicial supervision and that no moratorium has been issued and that no investigation or prosecution has been initiated by any authority;
- (f) warrants that the Vendor Information can be used and processed freely by Crave without infringing Intellectual Property Rights or other rights of third parties;
- (g) warrants that Agreements according to the Vendor Information (including any food information) are complied with as shown on the Platform.

6.2. The Vendor shall indemnify Crave (its employees, agents or sub-contractors) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Crave (its employees, agents or sub-contractors) arising out of or in connection with:

- (a) the Vendor's breach or negligent performance or non-performance of this Contract;
- (b) any claim made against Crave and/or the Vendor for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Crave's use of the Vendor Information in accordance with the Contract;
- (c) any claim made against Crave by a third party arising out of or in connection with the Agreement or the fulfilment of the Order except to the extent that such claim arises out of the breach or negligent performance the Contract by Crave;
- (d) any liabilities which Crave may incur as a result of acting with reasonable care and skill within the scope of its authority under the Contract as agent for the Vendor; and
- (e) the matters specified in clause 7.13.

7. **Formation, delivery and cancellation of Agreements**

- 7.1. An Agreement is formed by a Customer placing an Order through the Platform. The Vendor is exclusively responsible for compliance with and fulfilment of the Agreement. The Customer is responsible for the debt to the Vendor under the Agreement. Crave is only responsible for the Payment Services and Services.
- 7.2. Crave will pass Orders via the Platform to the Vendor as soon as possible. The Vendor ensures that it is easily accessible for receiving Orders via the Hardware, software or other connection method provided by Crave to send Orders to the relevant Vendor.
- 7.3. If an Order cannot be collected or cannot be delivered by the Vendor, the Vendor must inform the Customer within ten (10) minutes after receipt of an Order and offer the Customer a reasonable alternative to the Order.
- 7.4. Crave is not responsible for the accuracy and completeness of Orders placed by Customers. The Vendor can check every Order with the Customer by contacting the Customer at the telephone number specified in the Customer's Order.
- 7.5. The Vendor makes the Order available for collection or delivery to the Customer in accordance with any delivery terms of the Vendor.
- 7.6. The Vendor may determine that instead of a paper bag, a plastic bag is required for safe and secure use or hygienic packaging of the Order. For the use of this plastic bag, no additional costs are charged to the Customer, unless applicable law or regulation provides otherwise. Plastic bags should only be used if absolutely necessary.
- 7.7. The Vendor shall not use the Platform for the sale of products whose sale is illegal or is considered to be illegal.
- 7.8. If an Order contains alcoholic products or other items with a legal age requirement, the Vendor must to ask the Customer to verify that they meet these requirements upon delivery or pick up in accordance with applicable law. If the Customer cannot provide sufficient verification or does not meet the minimum age requirements, the Vendor will refuse to deliver the restricted items to the Customer.
- 7.9. If the Vendor has the Order delivered to the Customer by a third party, it is the Vendor's responsibility for the delivery and costs. The Vendor indemnifies Crave for claims from third parties in connection with the delivery and the costs thereof.
- 7.10. The Vendor may only cancel the Order if:
 - (a) the Customer has placed an Order with incorrect contact or address details;
 - (b) the Customer is unable to satisfactorily verify they meet the minimum age requirements for restricted items; or
 - (c) the product that is the subject of the order is no longer available and the Customer refuses to accept the alternative offered by the Vendor.
- 7.11. Crave may cancel the Order if the Order appears to be false or if there is any suspected illegal activity.

- 7.12. If an Order is cancelled, the Vendor must inform Crave within twenty-four (24) hours. Cancellations after this period will not be taken into account.
- 7.13. Crave is not liable for damages, costs or losses caused by: (i) cancellations by Customers; (ii) Customers who do not meet their financial obligations to the Vendor; (iii) Chargebacks; or (iv) fraudulent or unauthorised transactions.

8. Fees for the Service and Payment Services

- 8.1. In consideration of the Service and Payment Services provided, the Vendor agrees to pay to Crave the fees and commission specified in the Registration Form (in all cases as agreed in advance in the Registration Form and any subsequent mutually agreed amendments and as amended pursuant to clauses 8.5 and 8.6). The fees shall include Crave's administration fees specified in the Registration Form for any Chargebacks.
- 8.2. All sums payable to Crave under the Contract:
- (a) shall be paid in pounds sterling or such other currency as specified in the Registration Form or otherwise notified in writing to the Vendor; and
 - (b) are exclusive of VAT and, where VAT is applicable, the Vendor shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.
- 8.3. The Vendor shall pay each invoice submitted by Crave immediately on demand or (if later) within such timescales as may be specified in the Registration Form. Time for payment shall be of the essence.
- 8.4. If the Vendor fails to make a payment under the Contract by the due date, then, without limiting Crave rights remedies under this Contract, the Vendor will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.5. Crave may unilaterally adjust the fees specified in the Registration Form or charge additional fees to the Vendor for additional services. If Crave unilaterally adjusts the Fee, the fee adjustment will take effect immediately on notice to the Vendor.
- 8.6. Without prejudice to its other rights and remedies Crave has the right to increase the commission specified in the Registration Form for each Agreement by an additional 5 percentage points if the Vendor continues to breach these Terms after it has been notified by Crave of the breach. The commission increase is charged for as long as the infringement continues.
- 8.7. All amounts due under the Contract from the Vendor to Crave shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.8. Crave has the right, but no obligation, to set off the amounts received from the Customers and due to the Vendor against any amounts owed by the Vendor to Crave. The Parties agree that settlement shall occur at least monthly.

- 8.9. The Vendor acknowledges and agrees that Crave may refuse to provide any sums owed to the Vendor unless or until the Vendor has provided KYC Information to Crave that is satisfactory to Crave.
- 8.10. The Vendor acknowledges and agrees that it shall not be entitled to receive any refund for fees paid for Services relating to the configuration or other set-up of the Platform for the Vendor or the creation or hosting of a Vendor Website for the Vendor as part of the Platform once the Supplier has commenced performance of such Services.

9. Execution of the Payment Services

- 9.1. The Vendor authorises Crave to provide the Payment Services to the Vendor until the moment the Payment Services are terminated or suspended in accordance with the provisions of clause 10 of these Terms.
- 9.2. Crave will settle all payment obligations to Customers (for refunds) and the Vendor with regard to the funds received from Customers in connection with Orders.
- 9.3. Crave provides a weekly overview of the balances and transactions for the Restaurant and ensures the transfer of a positive balance to the Vendor. This payment by Crave to the Vendor will take place no later than ten (10) working days after receipt of the funds by Crave from the relevant Customer, unless a more detailed examination of the transaction is required.
- 9.4. Amounts owed by Customers only contribute to the balance that Crave owes to the Vendor to the extent that the amount has actually been received by Crave.
- 9.5. The Vendor must notify Crave by e-mail immediately upon becoming aware, and no later than seven (7) days after the date of payment by Crave to the Vendor, of any disputed payment.
- 9.6. The Vendor agrees that Customers' claims for refund will prevail over payment obligations to the Vendor.
- 9.7. Communication between Crave and the Vendor regarding the provision of Payment Services takes place via e-mail and / or telephone. Communication should be directed to the Crave customer service team and take place in the local or English language.
- 9.8. Immediately on demand from Crave, the Vendor shall pay to Crave the full amount of any sums that are deducted from Crave's account or the account of any third party payment processor used by Crave to provide the Payment Services where such deductions are incurred by Crave (or its third party payment processor) acting within the scope of its authority as agent for the Vendor, including any Chargebacks or fraudulent or other unauthorised transactions.

10. Duration and termination of the Service

- 10.1. This Contract shall commence on the date that it is formed in accordance with clause 4.1 and shall continue, unless or until terminated as provided in this Clause 10.
- 10.2. The Parties may terminate the Service in writing by giving not less than one (1) months' written notice. When the Vendor submits a notice of termination, Crave determines the date after which Orders with the Vendor are no longer accepted. The Vendor must continue to fulfil the Agreements until all payment obligations of the Vendor are met and Crave is satisfied that all orders have been fulfilled by the Vendor.

- 10.3. Crave has the right but not the obligation to check the Sanctions Lists on all Vendors and their owners and carries out due diligence. If a Vendor and / or its owner is on one of these lists or, based on its due diligence investigation Crave determines that the Services cannot be provided, Crave may immediately freeze all payments and Services to the Vendor.
- 10.4. Crave may suspend the Service and suspend payments to the Vendor if the Vendor breaches any provision of these Terms, damages the good name and reputation of the Platform and / or Crave, or if Crave is unable to complete its due diligence.
- 10.5. Without affecting any other right or remedy available to it, and without liability to the Vendor Crave may suspend the performance of the Services and Payment Services and/or terminate the Contract with immediate effect by giving written notice to the Vendor if:
- (a) the Vendor fails to pay any amount due under the Contract on the due date for payment;
 - (b) the Vendor commits a breach of any term of the Contract;
 - (c) the Vendor provides incorrect or incomplete data during registration or fails to adequately provide updates to this information;
 - (d) the Vendor receives (repeated) complaints from Customers;
 - (e) the Vendor fails to provide KYC Information to Crave that is satisfactory to Crave (in its absolute discretion);
 - (f) the Vendor changes its organisation or methods of business in such a way as in Crave's opinion to be able less effectively to carry out its duties under the Contract;
 - (g) Crave reasonably believes that the Vendor is not financially secure; or
 - (h) Crave determines (in its absolute discretion) that the number of Chargebacks in respect of Agreements justifies the opinion that the Vendor does not have the intention or ability to adequately fulfil Agreements.
- 10.6. Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 10.7. On termination of this agreement, the following clauses shall continue in force: Clause 9.8, Clause 11 (liability of Crave) and Clause 14 to Clause 16 (inclusive).

10.8. Termination of the Contract will not affect any of Crave's rights and remedies that have accrued as at termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. **Liability of Crave**

11.1. The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3. Subject to clauses 11.2 and 11.4, Crave's liability to the Vendor in respect of any individual claim shall be limited to 100% of the aggregate sums paid or payable by the Vendor to Crave in accordance with the Contract during the month preceding the date acknowledged by Crave as being the date of the claim (such acknowledgement not to be unreasonably withheld).

11.4. Subject to clause 11.2, Crave's total liability to the Vendor shall be limited to 100% of the aggregate sums paid or payable by the Vendor to Crave in accordance with the Contract or (where the Contract operates for more than 6 months) the fee shall be deemed to be the average sum paid or payable by the Vendor to Crave in a 6 month period of the Contract.

11.5. Neither party shall be liable to the other party, its employees or subcontractors, whether in contract, tort (including negligence) or otherwise for any: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

11.6. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7. If Crave's ability to perform the Services and/or Payment Services is prevented or delayed by any failure by the Vendor to fulfil any obligation in the Contract (**Vendor Default**):

- (a) Crave will be entitled to suspend performance of the Services and the Payment Services until the Vendor remedies the Vendor Default, and to rely on the Vendor Default to relieve Crave from the performance of the Services and the Payment Services;
- (b) Crave will not be responsible for any costs or losses the Vendor sustains or incurs arising directly or indirectly from Crave's failure or delay to perform the Services and Payment Services.

11.8. This clause 11 shall survive termination of the Contract.

12. **Complaints procedure**

The Vendor is exclusively responsible for the handling of Customer complaints regarding the fulfilment of Agreements. Crave is not responsible for handling such customer complaints.

13. **Privacy of Customers**

- 13.1. In connection with the Agreements, the personal data of customers is transferred to Vendors.
- 13.2. Each party is a separate controller with regard to the personal data provided or processed for its own purposes and with its own resources and / or on its behalf. This means that both parties are independently responsible for the processing of the personal data to which they are privy.
- 13.3. The Vendor acknowledges that it is aware of Crave's Privacy Policy and agrees to act in accordance with this. The current version of the Privacy Policy can be found on the Platform.
- 13.4. The Vendor will comply with all applicable data protection and privacy laws and regulations in force from time to time including the General Data Protection Regulation ((EU) 2016/679) (**GDPR**), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (as such term is defined in the GDPR) (including, without limitation, the privacy of electronic communications);
- 13.5. Unless otherwise agreed in writing by Crave the Vendor shall only process personal data of Customers provided by Crave to the Vendor by means the Platform for the purposes of fulfilling the Agreement and in particular the Vendor shall not share the personal data of Customers with third parties or use the personal data of Customers transferred via the Platform for direct marketing purposes.
- 13.6. The Vendor will inform Crave immediately (and without undue delay) in writing of any data breach of personal data of which it becomes aware with regard to the personal data of Customers and shall keep Crave informed with regard to such a data breach.

14. **Confidentiality**

All information disclosed by either party to the other in connection with the performance of this Contract, except such information as may be generally available to the public, shall be agreed to have been disclosed in confidence and each party is obliged to keep any such information as it may acquire confidential and, save to the extent required by law or by any governmental or other authority or regulatory body, not to disclose it to any other person or otherwise improperly use it either before or after the termination of this Contract except insofar as such information has entered the public domain otherwise than in breach of this clause.

15. **Intellectual Property Rights**

Except for the name, logo and menu of the Vendor (which shall remain proprietary to the Vendor), the Vendor acknowledges and agrees that Crave and/or its licensors own all Intellectual Property Rights in the Vendor Website, Platform, Services and the Payment

Services. Except as expressly stated herein, all Intellectual Property Rights in respect of the Platform, Services and the Payment Services are reserved to Crave and its licensors.

16. Other provisions

- 16.1. Crave can unilaterally change these Terms and publishes the current version of the Terms on the Platform.
- 16.2. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office address or principle place of business, sent by fax to its main fax number or sent by email to the address specified in the Registration Form.
- 16.3. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 16.4. The Vendor shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Crave's prior written consent.
- 16.5. The Contract 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.
- 16.6. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 16.7. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.8. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.9. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 16.10. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 16.11. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.