

## PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.  
IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

### Who we are and what this agreement does

We, Taste Buddy Ltd of 167-169 Great Portland Street, 5<sup>th</sup> Floor, London, United Kingdom, W1W 5PF license you to use:

- Taste Buddy mobile application software (**App**) and any updates or supplements to it;
- The related documentation relating to the App that we may share with you from time to time (**Documentation**); and
- The services that you connect to via the App including finding restaurants in line with your dietary requirements and allergy information, checking restaurant availability and, in each case as permitted in these terms (**Services**).

### Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.taste-buddy.co.uk/legal> and it is important that you read that information.

### Cookie Policy

Our Cookie Policy may also apply in relation to your use of the App. This can be found on <https://www.taste-buddy.co.uk/legal>, and sets out information about the cookies used by the App.

### Operating system requirements

The App's minimum operating system requirements are as follows:

#### iOS

- Minimum: iOS 15.0 or later.
- Compatible devices: iPhone 6s and newer, iPad (5th generation) and newer, iPad Pro (all models), iPad Air 2 and newer, iPad mini 4 and newer.

#### Android

- Minimum: Android 6.0 (API level 23) or later.
- Target: Latest Android version supported by Flutter.

- Architecture: ARM64 and ARM32 supported.

### **Support for the App and how to tell us about problems**

**Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.taste-buddy.co.uk/#contact>.

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please contact our customer service team by either using the support function on our website or emailing [info@taste-buddy.co.uk](mailto:info@taste-buddy.co.uk).

**How we will communicate with you.** We will communicate with you both via email and through the App via push notifications.

### **How you may use the App, including how many devices you may use it on**

In return for your agreeing to comply with these terms you may:

- download the App onto your phone and view, use and display the App and the Service on such devices for your personal purposes only;
- use any Documentation to support your permitted use of the App and the Service; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### **You must be 18 to accept these terms and buy the App**

You must be 16 or over to accept these terms and use the App.

### **Creating an account**

You will need to create an account with us in order to use the App and access the Services. We will require your name, date of birth, email address and certain biometric information in order set an account up for you.

### **Changes to these terms**

We may need to change these terms from time to time to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days notice of any change by sending you either an email or push notification on the App with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Services. If you have an ongoing premium subscription with the App, we will terminate your subscription at the point that you are no longer permitted to use the App and a refund will be arranged for you in relation to the unused subscription period.

### **Update to the App and changes to the Service**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

### **If someone else owns the phone or device you are using**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things without our prior written consent; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service (either through the chat function on the App or otherwise);
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service; and
- ensure that the information you provide to us is complete, correct and not misleading.

## Intellectual property rights

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors where applicable) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

## Our responsibility for loss or damage suffered by you

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms, but we are not responsible for any loss or damage that is not foreseeable and we are not responsible nor liable for any mistakes in allergy, dietary or other food-related information provided to us by restaurants and which is displayed on the App. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage

or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

**We are not responsible for inaccuracies or mistakes in allergy, dietary and other food-related information displayed on the App.** When a restaurant registers with us, we require it to provide accurate and up to date information which is then displayed on the App. We are not responsible nor liable for any inaccuracies or mistakes in such information and we are not able to verify with certainty that the information given to us by a restaurant is correct and will continue to remain so. If you or someone that you are ordering for has concerns regarding allergies, intolerances or otherwise has specific dietary needs, you must communicate such concerns with the restaurant directly.

**We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may cease providing you with access to the App and Services. If you have an ongoing premium subscription with the App, we will terminate your subscription at the point that you are no longer permitted to use the App and a refund will be arranged for you in relation to the unused subscription period.

#### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

#### **No rights for third parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

#### **If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

#### **Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

#### **Which laws apply to this agreement and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect

of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.