

# COOKEDLOCAL.COM

## -USER AGREEMENT-

Thank you for choosing **CookedLocal.com**

### **A. Your Acceptance of these Terms**

- (i). Please read this User Agreement carefully. By viewing, using, accessing, browsing, or submitting any content or material on this site (and other websites we own) ('the Site', 'the site', 'the sites'), you agree to this User Agreement as a binding legal agreement between you and **CookedLocal.com**, without limitation or qualification.
- (ii). Terms like "us", "our", "we", etc. refer to **HIC36 LTD** trading as **CookedLocal.com**, company registration number 07711591 of registered office The Oval, 57 New Walk, Leicester, LE1 7EA.
- (iii). The term "you" or "You" shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Sites.
- (iv). If you do not agree to this User Agreement, then you may not use this and other sites we own.
- (v). CookedLocal.com reserves the right to modify this User Agreement at any time without prior notice.
- (vi). You agree that each visit you make to the Site shall be subject to the then-current User Agreement, and continued use of the Site now or following modifications in this User Agreement confirms that you have read, accepted, and agreed to be bound by such modifications.

### **B. Headings & Construction**

The paragraph headings in this User Agreement are for your convenience only and carry no contractual or legal effect whatsoever.

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## **1. About CookedLocal.com**

**CookedLocal.com** is a website that allows you to contact other users and share with them your home cooked food. You can also use this site to find users who have home cooked food to share with you.

**CookedLocal.com** is a platform purely for contact communication between users. We accept no responsibility or liability for your interactions with other users or the health and safety or quality of any food or drink provided by users, and we will not take steps to verify the identity of other users.

## **2. Using this Site**

- 2.1. You can use this Site either as a Cook, sharing food you have prepared yourself, or you can use this Site to arrange to collect food prepared by others.
- 2.2. Before using this Site, you will need to register with us and open an account. This requires that you provide us with certain information about yourself, more details on which we provide in clauses 4 and 21 below. As a minimum, you will be asked to select a username and password.
- 2.3. Once you have opened an account, you will be able to access the Site and search for Cooks or post information and notifications about food of your own; including a description and photos; create a user profile and add biographical information; post reviews of our Cooks; share recipes, and carry out other functions reserved to registered users.
- 2.4. **CookedLocal.com** is a food sharing site with a mission to reduce food waste and bring communities together. Users who register on this Site accept that **CookedLocal.com** is merely a digital communications platform and does not undertake to offer or provide food or beverages, nor does **CookedLocal.com** accept any liability or responsibility for any losses or damages suffered by users of this Site as a result of any breach of contract or negligence caused by or as a result of the actions of Cooks or other users. The provision of food and beverages is the responsibility of Cooks and a matter of contractual arrangement between Cooks and other users of the Site.
- 2.5. We encourage you to use this Site to share food, however you are also permitted to sell your food here. We do require that you only sell or share food that you have prepared yourself. Cooks who sell their food must have passed a recognised test in food hygiene knowledge and practice and hold a minimum Level 2 Award in Food Safety (Hygiene). We provide a link to an external course provider for those Cooks who do not possess the required qualification.

### **3. Your Privacy**

- 3.1. **CookedLocal.com** collects certain information through its website located at **CookedLocal.com.com** and any other sites we own (the "Sites").
- 3.2. Your privacy is important to **CookedLocal.com** and this User Agreement lays out **CookedLocal.com**'s policies and procedures surrounding the collection and handling of such information.

### **4. Information we collect**

- 4.1. **CookedLocal.com** may collect the following information from users of our Sites (the following list being non-exhaustive):
  - 4.1.1. first name;
  - 4.1.2. last name;
  - 4.1.3. street address;
  - 4.1.4. city;
  - 4.1.5. country;
  - 4.1.6. postcode;
  - 4.1.7. phone number;
  - 4.1.8. e-mail address;
  - 4.1.9. display name;
  - 4.1.10. electronic signature;
  - 4.1.11. credit or debit card information, or other online payment information;(collectively, "Personal Information").
- 4.2. **CookedLocal.com** is not intended for use by individuals under the age of 18 and **CookedLocal.com** does not knowingly collect Personal Information from persons under the age of 18.
- 4.3. Use of our Sites services requires that you register and/or create an account ("Account") or use the Sites as a guest.
- 4.4. In addition to the Personal Information set forth above, **CookedLocal.com** may collect information regarding Account holders' past **CookedLocal.com** activities, customer service inquiries, reviews and certain social networking preferences relating to the Sites (e.g. pages or entities you like, recommend or follow).

- 4.5. **CookedLocal.com** also uses web analytics software to track and analyse traffic for its Sites in connection with **CookedLocal.com**'s advertising and promotion of **CookedLocal.com** services.
- 4.6. **CookedLocal.com** may collect additional Personal Information in connection with blog submissions including professional title, business/personal website, social networking handle/username and the author's photograph.

## **5. How we use your Personal Information**

- 5.1. **CookedLocal.com** uses Personal Information to create users' **CookedLocal.com** accounts, to communicate with users about **CookedLocal.com** services.
- 5.2. Users may opt to allow **CookedLocal.com** to store certain Personal Information used to create users' **CookedLocal.com** accounts, including, but not limited to, payment and financial information.
- 5.3. **CookedLocal.com** uses certain stored Personal Information to customise future use of the Site for you.
- 5.4. You may request that **CookedLocal.com** cease storing certain Personal Information at any time, but you might not be able to take advantage of certain customised features.
- 5.5. **CookedLocal.com** may also use Personal Information to enforce **CookedLocal.com** terms of use and service as set out in this user Agreement.
- 5.6. **CookedLocal.com** does not sell the information it collects through the Services to third parties. **CookedLocal.com** may share collected Personal Information to third-party vendors and service providers with whom **CookedLocal.com** works to provide application programming interfaces ("APIs") and other functions for the Services in connection with the delivery of **CookedLocal.com** services. In addition, **CookedLocal.com** shares users' Personal Information to the extent necessary to process and deliver requests and orders.
- 5.7. **CookedLocal.com** may also disclose Personal Information to third parties such as professional advisers, collection agencies, tribunals or law enforcement authorities pursuant to valid requests in connection with alleged breaches of this User Agreement and our service or other alleged contract breaches, infringement or similar harm to persons or property.
- 5.8. User-generated content posted through the Site such as reviews and certain social networking preferences (e.g. pages you "Like" or "Recommend") may be viewed by the general public. Accordingly, **CookedLocal.com** cannot ensure the privacy of any Personal Information included in such user-generated content.

## **6. How we protect your Personal Information**

**CookedLocal.com** uses reasonable security measures equal to or exceeding industry standards to protect Personal Information from unauthorised access, destruction, use, modification and disclosure. Unfortunately, even with these measures, **CookedLocal.com** cannot guarantee the security of Personal Information. By using the Services, you acknowledge and agree that **CookedLocal.com** makes no such guarantee, and that you use the Site at your own risk.

## **7. Amendments to this User Agreement**

**CookedLocal.com** may amend this User Agreement at any time by posting a new version on this page or on a successor page. The new version will become effective on the posting date, which will be listed at the top of the page as the effective date.

## **8. Your rights as a user of this Site**

- 8.1. **CookedLocal.com** grants you permission (which may be revoked at any time for any reason or no reason) to view the Site and to download, email, share via social networking or print individual pages from the Site in accordance with this User Agreement, provided you do not remove any trademark, copyright or other notice contained on such pages. You may like or follow **CookedLocal.com** or share links to the Site via social networking technology referenced on the Site.
- 8.2. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. You may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Sites, except as specifically noted above.
- 8.3. Except as specifically authorised by **CookedLocal.com**, you may not:
  - 8.3.1. deep-link to the Site for any purpose or access the Site manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Sites or any information, content, or material on the Site;
  - 8.3.2. link or frame to any pages of the Site or any content contained therein, whether in whole or in part, without prior written consent from **CookedLocal.com**.
- 8.4. Any rights not expressly granted herein are reserved.
- 8.4. **CookedLocal.com** reserves all of its statutory and common law rights against any person or entity who violates the restrictions contained in this section 8.

## **9. Rules of Conduct**

- 9.1. You agree that your use of the Site and/or services on the Site is subject to all applicable laws and regulations.
- 9.2. You also agree:
  - 9.2.1. to comply with all laws and regulations regarding online conduct and acceptable material;
  - 9.2.2. not to sell food or beverages via this Site without having passed a recognised food hygiene test and not without holding a minimum Level 2 Award in Food Safety (Hygiene);
  - 9.2.3. not to use the Sites or their services or submit content to the Sites if you are either under the age of 18 or below the age of majority in your jurisdiction;
  - 9.2.4. not to use the Sites to consume, use, share or purchase alcohol;
  - 9.2.5. not to access the Sites or services using a third-party's account/registration without the express consent of the account-holder;
  - 9.2.6. not to use the Sites for illegal purposes;
  - 9.2.7. not to commit any acts of infringement on the Sites or with respect to content on the Sites;
  - 9.2.8. not to use the Sites to engage in commercial activities apart from sanctioned use of **CookedLocal.com** services;
  - 9.2.9. not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in print or online;
  - 9.2.10. not to create restaurant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites;
  - 9.2.11. not to attempt to gain unauthorised access to other computer systems from or through the Sites;
  - 9.2.12. not to interfere with another person's use and enjoyment of the Sites or another entity's use and enjoyment of the Sites;
  - 9.2.13. not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or,
  - 9.2.14. not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords,



servers or networks connected to or accessible through the Sites or affiliated or linked sites.

## **10. Harm from Commercial Use**

You agree that the consequences of unauthorised commercial use or re-publication of content or information from the Sites may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that **CookedLocal.com** will be entitled to temporary and permanent injunctive relief to prohibit such use.

## **11. Site Content**

- 11.1. Some of the services offered by **CookedLocal.com** on the Sites allow you and others to post, transmit, display, publish, distribute, or otherwise submit public user-generated material including, but not limited to, reviews to the Sites (collectively, "Submissions").
- 11.2. You agree not to create any Submission that:
  - 11.2.1. contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair;
  - 11.2.2. contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community;
  - 11.2.3. contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity;
  - 11.2.4. unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites;
  - 11.2.5. advertises, disparages, promotes or offers to trade any goods or services in any manner that does not comply with the purpose or spirit of the Sites, including, but not limited to, negative reviews posted by competing restaurants or allegations of breaches or food safety, hygiene or environmental health regulations;
  - 11.2.6. is intended primarily to promote a cause or movement, whether political, religious or other; contains copyrighted content (copyrighted articles, illustrations, images, text, or other content) without the express permission of the owner of the copyrights in the content; constitutes, promotes or encourages illegal acts, the violation of any right of any individual or entity, the violation of

- any local, rule, guideline or regulation, or otherwise creates liability;
- 11.2.7. discloses any personal identifying information relating to or images of a minor without consent of a parent, guardian or educational supervisor; infringes any copyright, trademark, patent, trade secret, or other intellectual property right;
- 11.2.8. contains viruses or other harmful, disruptive or destructive files;
- 11.2.9. harms or is inappropriate for minors to view; links to any commercial or other website; and/or,
- 11.2.10. is not otherwise in compliance with this User Agreement.

## **12. User Representations and Warranties.**

Each time you provide a Submission to the Site, you represent and warrant that you have the right to provide such Submission, which means:

- 12.1. you will not sell or share pre-processed food; you will only share or sell food and beverages that you have prepared yourself;
- 12.2. you will not sell food or beverages without having passed a recognised food hygiene test and not without holding a minimum Level 2 Award in Food Safety (Hygiene);
- 12.2. you are the author of the Submission, or the Submission is not protected by copyright law, or you have express permission from the copyright owner to use the Submission in connection with the Site;
- 12.2. you have the right to grant **CookedLocal.com** the license set out in this User Agreement; for restaurant review Submission(s);
- 12.3. you have had first-hand experience in dealing with the subject of the review; and,
- 12.4. your use of the Sites and Submission(s) do not breach this User Agreement.

## **13. Rights of CookedLocal.com**

- 13.1. You grant **CookedLocal.com**, its affiliates, and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, publish, transmit, perform, distribute, reproduce and create derivative works from all Submissions you provide to **CookedLocal.com** in any form, media, software or technology of any kind now existing or developed in the future.

- 13.2. Without limiting the generality of the foregoing, you authorise **CookedLocal.com** to include the Submissions you provide in a searchable format that may be accessed by users of the Sites.
- 13.3. You also grant **CookedLocal.com** and its and related entities the right to use any Personal Information (as that term is defined in clause 4.1 above) included with any Submission in connection with the use, reproduction or distribution of such Submission.
- 13.4. You also grant **CookedLocal.com** the right to use the Submission and any facts, ideas, concepts, know-how or techniques ("Information") contained in any Submission or communication you send to **CookedLocal.com** for any purpose whatsoever, including but not limited to, developing, manufacturing, promoting and/or marketing products and services.
- 13.5. You grant all rights described in this paragraph in consideration of your use of the Sites, without compensation of any sort to you.
- 13.6. **CookedLocal.com** does not claim ownership of Submissions.

#### **14. Website Use Disclaimer**

- 14.1. Submissions are not endorsed by **CookedLocal.com**, and do not represent the views of **CookedLocal.com** or its parents, subsidiaries and affiliates, agents, officers or directors.
- 14.2. You acknowledge and agree that **CookedLocal.com** does not control all Submissions, and disclaims any responsibility for such Submissions. **CookedLocal.com** specifically disclaims any duty, obligation, or responsibility, to review, screen, refuse to post, remove, or edit any Submissions.
- 14.3. In addition, **CookedLocal.com** does not represent or warrant that any other content or information accessible via the Sites is accurate, complete, reliable, current or error-free including information about food, pricing, and availability of Cooks and similar information, all of which may also be subject to change without notice.
- 14.4. **CookedLocal.com** assumes no responsibility or liability for any errors or omissions in the content of the Sites.

#### **15. Content Moderation**

- 15.1. **CookedLocal.com** reserves the right (but disclaims any duty, obligation or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions.
- 15.2. You may contact **CookedLocal.com** at [info@cookedlocal.com](mailto:info@cookedlocal.com) to request removal of a Submission. However, **CookedLocal.com** disclaims any duty, obligation or responsibility to comply with such request except, as specifically

outlined in this clause 15. **CookedLocal.com** also reserves the right (but disclaims any duty, obligation, or responsibility) to refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions on the Site for any reason or no reason whatsoever, in its absolute and sole discretion.

15.3. If you believe in good faith that Submissions posted by the Sites infringe your copyright, you (or your agent) may send **CookedLocal.com** a notice requesting that the Submission(s) be removed from the Site(s), or access to it be blocked.

15.4. The notice must include the following information:

15.4.1. a physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;

15.4.2. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Sites are covered by a single notification, a representative list of such works);

15.4.3. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow **CookedLocal.com** to locate the Submission(s) Sites;

15.4.4. the name, address, telephone number and email address (if available) of the complaining party;

15.4.5. a statement that the complaining party has a good faith belief that use of the Submission in the manner complained of is not authorised by the copyright owner, its agent or the law; and,

15.4.6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

15.5. If you believe in good faith that a notice of copyright infringement has been wrongly submitted against you, you may send us a counter-notice, which should be addressed to **CookedLocal.com** at:

HIC36 Ltd t/a CookedLocal.com,  
The Oval,  
57 New Walk,  
Leicester,  
LE1 7EA.

- 15.6. **CookedLocal.com** suggests that you consult your legal advisor before filing a notice or counter-notice.
- 15.7. We reserve the right to terminate the account of any user whom we have reason to believe is a copyright infringer.

## **16. Proprietary Rights**

- 16.1. You acknowledge and agree that the Sites contain proprietary information and content that is protected by intellectual property and other laws, and may not be used except as provided in this User Agreement without advance, written permission of **CookedLocal.com**.
- 16.2. All Sites design, text, graphics, interfaces, and images (and the selection and arrangements thereof), and software, hypertext markup language ("HTML"), scripts, active server pages, and other content and software used in the Sites are reserved.

## **17. Changes to the Sites**

**CookedLocal.com** reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

## **18. Indemnity**

You agree to indemnify and hold **CookedLocal.com**, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable professional fees, made by anyone in connection with your use of the Sites, with your Submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the Sites, your material breach of this User Agreement, and any other acts or omissions relating to the Sites.

## **19. Limitation of Warranties**

- 19.1. **THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THE SITES (WHETHER PROVIDED BY COOKEDLOCAL.COM, YOU, OTHER USERS OR OTHER AFFILIATES/THIRD PARTIES), INCLUDING WITHOUT LIMITATION, FOOD/BEVERAGE ORDERS, SUBMISSIONS, TEXT, PHOTOS, GRAPHICS, AUDIO FILES, VIDEO, AND LINKS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.**
- 19.2. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, COOKEDLOCAL.COM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,**

**NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**

**20. Limitation of Liability**

- 20.1. IN NO EVENT SHALL COOKEDLOCAL.COM BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF COOKEDLOCAL.COM HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. COOKEDLOCAL.COM ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES.**
- 20.2. COOKEDLOCAL.COM ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- 20.3. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL COOKEDLOCAL.COM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO COOKEDLOCAL.COM OR A COOK, IF ANY, OR (B) ONE HUNDRED POUNDS (£100) (WHICHEVER IS LESS).**
- 20.4. YOU AND COOKEDLOCAL.COM AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS USER AGREEMENT ARE REASONABLE AND PROPORTIONATE, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

**20.5. YOU AND COOKEDLOCAL.COM AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS USER AGREEMENT ARE FAIR AND REASONABLE.**

**20.6. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THIS USER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 20.**

**21. Opening an Account and Security**

21.1. Use of this Site requires that you register and/or create an account ("Account") or use the Site as a guest. To register and create an Account, you must select an account designation and password and provide certain personal information.

21.2. In consideration of the use of the Sites' services, you agree to:

21.2.1. provide true, accurate, current and complete information about yourself as prompted by the registration form, and,

21.2.2. maintain and promptly update the personal information you provide to keep it true, accurate, current and complete.

21.3. If you provide any information that is untrue, inaccurate, not current or incomplete, or **CookedLocal.com** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **CookedLocal.com** has the right to refuse any and all current or future use of the Site (or any portion thereof).

21.4. You are responsible for maintaining the confidentiality and security of your Account and password, and you are fully responsible for all activities that occur under your password or Account, and for any other actions taken in connection with the Account or password.

21.5. You agree to:

21.5.1. immediately notify **CookedLocal.com** of any known or suspected unauthorised use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your password or credit/debit card information; and,

21.5.2. ensure that you exit from your Account at the end of each session.

21.6. **CookedLocal.com** will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply clauses 21.5.1 and 21.5.2 above or for any acts or omissions by you or someone else using your Account and/or password.

## **22. External Links**

- 22.1. As a courtesy to you, the Sites may offer links to other websites. Some of these websites may be affiliated with **CookedLocal.com** while others are not. **CookedLocal.com** is not responsible for the contents of any website pages created and maintained by organisations independent of **CookedLocal.com**.
- 22.2. Visiting any such third-party website pages is at your own risk. **CookedLocal.com** has no control of these third-party website pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party website pages.
- 22.3. Your use of such information is voluntary, and your reliance on such information should be made only after independent review.
- 22.4. References to commercial products or services within any such third-party website pages do not constitute or imply an endorsement by **CookedLocal.com**.
- 22.5. By using the Sites you acknowledge that **CookedLocal.com** is responsible neither for the availability of, nor the content located on or through any third-party website pages.

## **23. Trade Marks**

- 23.1. Such trademarks and other marks, logos, and names of **CookedLocal.com** or the Sites, used on or in connection with the Sites may not be used in connection with any product or service that is not under **CookedLocal.com**'s ownership or control.
- 23.2. Furthermore, such trademarks may not be used in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits **CookedLocal.com**.
- 23.3. All other trademarks not owned by **CookedLocal.com** (or its affiliates) that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by **CookedLocal.com** or its affiliates.

## **24. Consideration**

- 24.1. You acknowledge that this User Agreement are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged.
- 24.2. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Sites and receipt or use of data,



content, products and/or services through the Sites, the possibility of our review, use or display of your Submission(s), and the possibility of publicity and promotion from our review, use or display of your user-generated content.

## **25. Governing Law and Jurisdiction**

- 25.1. This Site is created and controlled by **CookedLocal.com** in the United Kingdom.
- 25.2. You agree that this User Agreement will be governed by and construed in accordance with English law.
- 25.3. Use of the Sites is unauthorised in any jurisdiction that does not give effect to all provisions of this User Agreement.
- 25.4. **CookedLocal.com** makes no claims or assurances that the Sites are appropriate or may be downloaded outside of the United Kingdom.
- 25.5. You agree that all legal proceedings arising out of or in connection with this User Agreement, or services available on or through the Sites must be served in England & Wales within one year of the time in which the events giving rise to such claim began, or your claim will be forever waived and barred.
- 25.6. You expressly submit to the exclusive jurisdiction of the courts of England & Wales and consent to extraterritorial service of process.

## **26. Severability**

If any portion of this User Agreement is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this User Agreement shall continue to be enforceable and valid according to terms contained herein.

## **27. Entire Agreement**

This User Agreement constitutes the entire agreement between you and **CookedLocal.com**, superseding all prior agreements regarding the Sites.

## **28. No Waiver**

The failure of **CookedLocal.com** to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of said right or provision.

## **29. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of the User Agreement or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or

telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.

### **30. Notices**

For purposes of serving notices and correspondence, contact us at the following address:

HIC36 Ltd t/a CookedLocal.com,  
The Oval,  
57 New Walk,  
Leicester,  
LE1 7EA.

### **31. Indemnity**

You agree to indemnify, defend, and hold harmless us and our affiliates, subsidiaries, successors, assignees, licensees, directors, officers, employees, agents, contractors, vendors, business partners, owners, and professional advisors from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable professional fees) related to:

- 31.1. your Submissions and any content you post on the Sites;
- 31.2. your use of the Sites;
- 31.3. any food or drink or other products you consume or sell or share via this Site;
- 31.4. your unauthorised use of the Sites, or products or services included or advertised in the Sites; or,
- 31.5. your breach of this User Agreement.

### **32. Changes to this User Agreement**

- 32.1. **CookedLocal.com** may modify this User Agreement from time to time.
- 32.2. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made.
- 32.3. You should revisit this User Agreement on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of the revised User Agreement.
- 32.4. If you do not agree to, or cannot comply with, this User Agreement as modified, you must stop using the Sites and, if applicable, cancel your account.

- 32.5. You understand and agree that your continued use of the Sites after any posted modification to the User Agreement indicates your acceptance of the modification.

### **33. User Review Guidelines**

Reviews are approved based on the following criteria:

- 33.1. Reviewers must have had a first-hand experience with a Cook or provider.
- 33.2. We can reject and remove any comment without warning or explanation
- 33.3. **CookedLocal.com** does not endorse reviews, and they do not represent our views. We also do not assume liability for the content of any review.
- 33.4. We own all reviews exclusively and forever. We have the right to reproduce, modify, translate, transmit and distribute all materials relating to reviews. We are under no obligation to pay you for your reviews.
- 33.5. Each review may be removed if requested by one of our users. If you are offended by something on the site, let us know.

### **34. CookedLocal.com Cooks**

- 34.1. Cooks who register on this Site accept that **CookedLocal.com** is merely a digital communications platform and does not undertake to offer or provide food or beverages, which are the responsibility of Cooks and a matter of contractual arrangement between Cooks and other users of the Site. Cooks warrant that they shall be solely responsible for every claim, allegation, damage, liability, obligation, award, settlement and expense, including without limitation professional fees and court costs (collectively, "Losses") arising in connection with that Cook's distribution of any food and drink; compliance with any applicable laws, taxes or tariffs related to internet electronic commerce; delivery service and parking accessibility, if any; compliance with appropriate health and safety laws and regulations (and similar) with respect to preparation of food and beverages; and all matters concerning quality and condition of the food and beverages.
- 34.2. Cooks will indemnify, defend and hold harmless **CookedLocal.com**, its business units, and each of **CookedLocal.com's** respective officers, directors, shareholders, employees, representatives, successors and assigns, from and against all Losses, to the extent such Losses are related to: (a) any development, operation or maintenance of the Sites; (b) any claim that Content provided by a Cook infringes or misappropriates any third party's copyright, patent, trademark or other proprietary right; or (c) the breach of any representation, or warranty made by a Cook in this User Agreement.
- 34.3. **CookedLocal.com** shall own all intellectual property rights associated with the Sites, web pages and associated content created by **CookedLocal.com**. This content includes, but is not limited to the design, photos, graphics,

source code, work-up files, text, and any program(s) specifically designed for or purchased on behalf of Cooks.

- 34.4. **CookedLocal.com** does not warrant that the functions of the Sites will meet Cooks' expectations of site traffic or resulting business or that the operation of the Sites will be uninterrupted and/or error-free. Cooks will not hold **CookedLocal.com** responsible for downtime of the Sites due to line interruptions and/or other instances, whether or not beyond **CookedLocal.com's** control and irrespective of whether we are at fault.