

General Terms and Conditions for Customers

These 'General Terms and Conditions for Customers' apply to the TakeawayToday and ServeSafely services that we make available to you online. By accessing, browsing and using our website appless.app or any of our applications through our Platform and/or by placing an order via our Platform you agree to our terms and conditions set out below.

The Platform is owned, operated and provided by Crave Interactive Limited. Separate terms and conditions govern the business relationship between Crave and the Customers. Vendors are referred to the 'General Terms and Conditions for Vendors'.

1. Definitions

Offer: the range of products and services offered by the Vendor that can be ordered by the Customer through the Platform.

Order: an order placed by the Customer with the Vendor through the Platform as regards the Offer selected by the Customer.

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

Agreement: an agreement between the Customer and the Vendor regarding an Order and the fulfilment of the Order.

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.

Vendor: a company that uses the Platform to offer its range of products and services to Customer, to conclude Agreements and process payment for the Orders.

Vendor Information: the information about the Vendor with regard to, among other things, company and contact information, general information, product range, prices for each individual product (including VAT), company logo, graphics, delivery area, delivery costs and minimum order amounts.

Service: the commercial services and/or activities that are offered to the Customer by Crave, including publication of the Offer, facilitation of the conclusion of Agreements, including payments, and transmission of Orders to the relevant Vendor.

Crave: Crave Interactive Limited, Crave Interactive Inc or Crave Interactive BV.

About Crave

Crave Interactive Limited, Crave Interactive Inc and Crave Interactive BV, operating under the trading names of TakeawayToday and ServeSafely.

Registered addresses and principal places of business:

Crave Interactive Ltd
Derwent House
University Way
Cranfield Technology Park
Cranfield
Bedfordshire
MK43 0AZ
United Kingdom
Company registration number: 07035427
VAT registration number: GB990658082
Email: takeawaytoday@crave-emenu.com
Telephone: 0330 403 0144

Crave Interactive Inc
7 East 14th St,
New York,
NY 10003
Registered in the State of New York, USA

Crave Interactive BV
Warmoezenierstraat 5
2671 ZP Naaldwijk
Registered in the Netherlands 50259407
VAT registration number NL822639701B01

2. **Scope and nature of Crave's services**

- 2.1. Through the Platform, Crave provides an online platform through which Vendors can display products and services that can be ordered by the Customer.
- 2.2. By placing an Order the Customer enters into a direct (legally binding) contractual relationship with the Vendor for fulfilment of the Offer selected by the Customer.
- 2.3. From the point when the Customer makes its Order, Crave acts solely as an intermediary between the Customer and the Vendor, transmitting the relevant details of the Customer's Order to the relevant Vendor and sending the Customer a confirmation email for and on behalf of the Vendor. Crave does not sell or resell or offer to sell any product or service.
- 2.4. The Customer is bound by the Order and will only be entitled to a refund in case of cancellation allowed by the Vendor pursuant to clause 6.
- 2.5. **The Offer**
- 2.6. Crave publishes the Offer on behalf of the Vendors on the Platform, in accordance with the Vendor Information supplied by the Vendors. Crave shall not accept any responsibility or liability for the contents of the Offer and the Vendor Information on the Platform. The Vendor may use ingredients and additives of meals and drinks, that could cause reactions to allergies and intolerances. If a Customer is allergic to any foodstuffs, it is the Customer's responsibility to contact the Vendor by telephone for current allergen information before placing an Order.
- 2.7. Crave presents all Vendor Information in such a way that it is clear to the Customer what their rights and obligations are if choosing to accept the Offer.

2.8. Crave does not accept any liability for Platform availability.

3. **The Agreement**

3.1. The Agreement is effective from the moment the Customer finalises the Order by clicking the Submit Order button during the process of placing an Order through the Platform.

3.2. After receipt of the Order, Crave will electronically confirm the Order to the Customer.

3.3. The Agreement can only be executed by the Vendor if the Customer provides correct and complete contact and address (if required for delivery) information when placing the Order. The Customer is obliged to immediately report any inaccuracies in the payment data supplied to Crave.

3.4. With respect to information on the status of their Order, after having placed the Order the Customer is required to be available by telephone or email (as indicated when placing the Order) for both the Vendor and Crave.

3.5. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address indicated by the Customer in order to take receipt of the Order items.

3.6. If the Customer decides to collect the Order, they should be present at the selected time at the collection location of the Vendor, as indicated by the wait time on the Platform or as stated in the confirmation message.

3.7. If the customer decides to receive the order at a table location inside the Vendor's venue, the Customer should be present at the table location or should collect from the collection location as stated in the confirmation message.

3.8. Upon delivery of the Order, the Vendor may ask for identification if the Order contains alcoholic products or other products with an age limit. If the Customer cannot identify themselves adequately or does not meet the minimum age requirements, the Vendor will refuse to deliver the relevant products to the Customer. In this case, cancellation costs may be charged.

3.9. Crave does not accept any liability relating to the fulfilment of the Agreement.

4. **Dissolution of the Agreement and cancellation of the Order**

4.1. Considering the perishable nature of the Offer, the Customer shall not be entitled to dissolve the Agreement. Orders cannot be cancelled by the Customer with Crave. Cancellation of the Order with the Vendor is only possible by the Customer if the Vendor explicitly indicates that cancellation of the Order by the Customer is possible.

4.2. The Vendor is entitled to cancel the Order, e.g., if the Offer is no longer available, if the Customer is unable to satisfactorily verify they meet the minimum age requirements for restricted items, if the Customer has provided an incorrect or inoperative telephone number or other contact information, or in case of force majeure.

4.3. If the Customer places a false Order (for example by providing incorrect contact information, by not paying or by not being present at the delivery or collection location in order to receive the Order) or otherwise fails to comply with their obligations pursuant to the Agreement, Crave shall be entitled to refuse any future Orders from such Customer.

4.4. Crave is entitled to refuse Orders and cancel Agreements on behalf of the Vendor, if there is reasonable doubt about the correctness or authenticity of the Order or contact information. If Crave cancels an Order that has already been paid for, Crave shall refund the paid amount into the same account as from where the payment was originally made. If the Customer places Orders that appears to be false or fraudulent, Crave may report this to the police.

5. **Payment**

5.1. At the moment the Agreement becomes effective in accordance with the provisions of clause 5 of these General Terms and Conditions for Customers, the Customer is obliged to pay the Vendor for the Order. The Customer must fulfil this payment obligation by using the online payment method through the Platform.

5.2. Subject to the provisions of clause 6 of these General Terms and Conditions for Customers, the (partial) reimbursement of an online payment shall only be possible if the Order cannot be delivered (entirely). The reimbursement shall always be made into the same account as the one from which the payment was originally made.

5.3. The Vendor has authorised Crave (through its third party payment processor) to accept the Customer's online payment on behalf of the Vendor.

5.4. Payment of the Customer's Order may be facilitated by any company under Crave's direct control including Crave Interactive Ltd, Crave Interactive BV and Crave Interactive Inc, who act as the merchant for the payment of the Order. The company providing payment services is clearly indicated at the bottom of the checkout page.

Crave Interactive BV's details are set out below:

Crave Interactive BV
Warmoezenierstraat 5
2671 ZP Naaldwijk
Registered in the Netherlands 50259407
VAT registration number NL822639701B01

Crave Interactive Inc's details are set out below:

Crave Interactive Inc
7 East 14th St,
New York,
NY 10003
Registered in the State of New York, USA

Crave Interactive Ltd's details are set out below:

Crave Interactive Ltd
Derwent House
University Way
Cranfield Technology Park
Cranfield
Bedfordshire
MK43 0AZ
United Kingdom

Company registration number: 07035427

VAT registration number: GB990658082

6. Complaints settlement

- 6.1. Complaints from the Customer about the Offer, the Order or the performance of the Agreement, are to be filed with the Vendor. Owing to the perishable and consumable nature of the Offer, claims for non-performance of the Agreement must be filed within 12 hours of the time from which the agreement becomes effective. The sole responsibility for the Offer of the Vendor and the performance of the Agreement lies with the Vendor.
- 6.2. If the Customer has a complaint as regards the Service, the complaint is to be communicated by means of email to Crave, at the contact address as indicated in clause 2 of the General Terms and Conditions for Customers.
- 6.3. Once the complaint has been received by Crave, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Crave aims to handle the complaint as soon as possible, but not later than within two weeks.
- 6.4. Complaints as described in clauses 7.1 and 7.2 must be filed promptly within due time after the Customer has detected the shortcomings, be fully and clearly described and filed with the respective Vendor (clause 7.1) or Crave (clause 7.2).

7. Inspection and correction of stored personal data

- 7.1. Crave shall process personal data relating to the Customer. The processing of personal data is subject to the Privacy Policy.

8. Governing law and jurisdiction

- 8.1. The General Terms and Conditions for Customers shall be governed by and construed in accordance with English law. Disputes or claims arising in connection with these terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.