

Terms of Service

Last updated: November 2022

These Terms of Service ("**Terms**") contain the agreement between you and FoodCLUB in respect of the Platform described below. Please read these Terms carefully. Please also read our Privacy Policy, [Cookies Policy](#) and Community Guidelines.

You form a contract with us when you confirm that you accept these Terms or when you otherwise use the Platform.

In short: This is a contract between you and FoodCLUB. You should read it.

1. Who you are contracting with

The company that you are contracting with depends on where you are resident:

- If you are resident in the United Kingdom, your contract is with FoodCLUB APP LTD., which is a company registered in England with its registered office at Wakenhills, Hedgehog Lane, Haslemere, United Kingdom.

In short: The specific FoodCLUB company that you have a contract with depends on where you are resident. If we say "FoodCLUB", "we" or "us" in these Terms, we are referring to that specific company unless we say otherwise.

2. What services are covered by these Terms

These Terms govern your use of FoodCLUB services (the "**Platform**"), which includes FoodCLUB apps, websites, software and related services, accessed via any platform or device. Our [Community Guidelines](#) also form part of our contract with you and, by agreeing to these Terms, you promise to us that you will comply with them.

To agree you must be 18 or older.

3. Additional terms and policies that might apply depending on the features you use

Additional terms and policies may apply to certain products or features of the Platform that we may make available to you, if you post or live stream certain kinds of content, or if you use the Platform for business or commercial purposes. The main ones you should be aware of, and which form part of these Terms, are set out below for your information.

- Intellectual Property Policy: This policy applies to all content on the Platform that is protected by intellectual property rights.
- FoodCLUB Shop Buyer Terms: These terms apply when you buy items on FoodCLUB Shop in the future.

In short: These Terms cover your use of the Platform. There may be some additional terms and policies that will apply if you want to access additional functionality, post or live stream certain kinds of content, or use the Platform for business or commercial purposes.

4. Using the Platform

Our Platform and business model

The Platform allows you and others to create, view, interact with, and share content, and interact with others. We also personalise your experience on the Platform, which shows you food content based on what we have determined could be interesting for you.

We want the Platform to be a safe place, so people can be who they are and have fun. We work with our Affiliates and use a mix of technology (including through automated means), human moderation, and reports from our users to identify infringements of and enforce these Terms and our Community Guidelines in order to protect you and all of our users.

We don't charge you a fee to use most of the features of the Platform. Instead, businesses and organisations pay us to show you ads for their products and services, and we may also charge sellers a commission on products sold on FoodCLUB later on.

Information on how we use data that we collect about you can be found in our Privacy Policy and Cookies Policy. These do not form part of this contract, but are important documents which we strongly recommend that you read.

The app is mainly free but features are voluntary and any costs will be made clear to you before you are charged anything.

In short: You do not have to pay for your use of our Platform but, in exchange, we allow third parties to advertise or sell products to you and we receive payment for this.

Account details

You can use some basic features of the Platform without having an account. If you use the Platform without an account, then these Terms will still apply to such use and we will still process your personal data in accordance with our Privacy Policy.

To access the full functionality of the Platform, you must create an account with us. We may offer different types of accounts in the future, for example, businesses and for kids in addition.

Your account details, content and settings (including your privacy settings), and any changes you make, will sync across another FoodCLUB app.

When you create an account to access and use the Platform, you must provide accurate and up-to-date information about yourself (such as your date of birth). You agree to maintain and promptly update your details if they change. See our [Help Center](#) for information on opening an account.

It is important that you take reasonable steps to keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, please let us know straight away [here](#).

In short: Your account is important. Keep it safe. Keep your details up to date. When you create an account in one FoodCLUB app, you will be able to access other FoodCLUB apps using that account (provided those apps are available in your country) and your account details, content and settings will sync across those apps.

Minimum age

You can only use the Platform if you are 13 years of age or older. We monitor for underage use and we will terminate your account if we reasonably suspect that you are underage. You can appeal our decision to terminate your account if you think we have made a mistake about your age.

In short: You need to be 13 or over to use our Platform.

What you can do on the Platform

Under these Terms, you can use the Platform in order to:

- create and share content;
- interact with other users;
- view content created by others; and
- use the features and functionality on the Platform as provided to you from time to time.

See our [Help Center](#) for further information about the features of the Platform and how to use them.

The permission we give to you:

- is limited to what we have said we will allow in these Terms;
- is only for you;
- cannot be given to anyone else by you; and
- can be withdrawn for the reasons allowed in these Terms.

Access to certain features of the Platform depends on your age. For example:

- Direct Messaging: You must be aged 16 or older to use the direct messaging functionality.
- Virtual Items: You must be aged 18 or older to interact with virtual items.

In short: You can do many things on our Platform but you might not be able to use every feature if you are not old enough.

What you can't do on the Platform

Our Community Guidelines apply to everyone and to all content on the Platform. If you want to use the Platform, you can't create, post, share, link to or otherwise interact with content in breach of our Community Guidelines.

In any event, you must not use the Platform to:

- do anything illegal;
- do anything that violates applicable anti-money laundering, counter terrorist financing, export controls and economic sanctions laws or regulations;
- negatively impact the enjoyment of other users;
- engage with minors in an exploitative or inappropriate way;
- undermine the Platform's operations or security;
- extract any data or content from the Platform using any automated system or software; or
- use or attempt to use another user's account without authorisation.

You must also not post, live stream or otherwise distribute any content on the Platform which:

- infringes anyone else's rights (such as intellectual property, privacy and/or personality rights of living or deceased people);
- constitutes, encourages or provides instructions for a criminal offence, or dangerous activities that may lead to serious injury or death or self-harm;
- spreads harmful misinformation such as misinformation that incites hate or prejudice or that misleads about or improperly influences elections or other civic processes;
- contains a threat of any kind or which intimidates or harasses others, including posting any material that is intended to mock, humiliate, embarrass, intimidate, or hurt an individual;
- is obscene, pornographic, hateful or inflammatory or which promotes sexually explicit material (e.g. by linking to adult or pornographic websites);
- contains or promotes violence or discrimination based on race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender identity, serious disease, disability, immigration status or age; or
- otherwise contains harmful content (such as content that causes physical, mental or moral detriment to minors).

If you post content on the Platform about a brand or a product in return for any payment or other incentive, you must comply with the [Branded Content Policy](#). You must use appropriate disclosures including any functionality the Platform provides to ensure that any posts that are, for example, sponsored are clear. For more details about Branded Content on the Platform, [see here](#). In addition, in relation to any such content you must not:

- use surreptitious or subliminal techniques;
- prejudice respect for human dignity;
- include or promote any discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
- encourage behaviour prejudicial to health or safety or which is grossly prejudicial to the protection of the environment;
- cause physical, mental or moral detriment to minors;
- directly exhort minors to buy or hire a product or service or directly encourage minors to persuade their parents or others to purchase goods or services being advertised; or
- exploit the special trust minors place in parents, teachers or other persons, or show minors in dangerous situations.

We respect copyright and other intellectual property rights. Please read our [Intellectual Property](#) policy. You can report suspected infringements of intellectual property rights on the Platform [here](#):

- Copyright: (insertwebform)
- Trademark: (insert webform)

You can report suspected illegal content or content which otherwise breaches these Terms or our Community Guidelines through the reporting functionalities provided on the Platform or [here](#).

In short: Enjoy using our Platform but, for the benefit of all our users, there are rules you need to follow. If you see something that should not be on our Platform, please tell us.

Your content

It is important that you understand what happens to the content that you create, post or share on the Platform:

- You are responsible for the content that you make available on the Platform and you should have all the rights needed to create, post or share content on the Platform.
- When you create, post or share content via one FoodCLUB app, that content may be automatically posted and shared across other FoodCLUB apps (although your privacy settings will still apply across each app).
- We may remove or restrict access to any content, including yours, if we reasonably believe (i) it is in breach of these Terms or our Community Guidelines; or (ii) it causes harm to us, Affiliates, our users or other third parties.
- If we remove or restrict access to content, we will notify you without undue delay and state the reasons for our decision, unless it is not appropriate for us to do so or we reasonably believe that doing so would cause damage to us, Affiliates, our users or other third parties, or we are legally prevented from doing so. If you think we have made a mistake in removing or restricting access to your content, you can appeal through the appeal functionalities provided on the Platform and we will review our decision and decide again.
- Depending on your Platform settings, if other users of the Platform have used your content to create new content or shared your content on third party services, then that new content may stay on the Platform or those third party services even if you subsequently delete your content or your account.
- You can restrict how other users interact with and use your content in your Platform settings. You should familiarise yourself with these settings before you post content on the Platform.

Ownership of content and grant of licences

We don't own your content. If you are the owner of the intellectual property rights in the content that you make available on the Platform, then nothing in these Terms changes that.

To provide the Platform, we need certain rights from you (called a licence). The details of these licences are set out below.

By creating, posting or otherwise making content available on the Platform, you grant to FoodCLUB a:

- non-exclusive (which means that you can licence your content to others),
- royalty-free (which means that we don't pay you for this licence),
- transferable (which means that we can give the rights you give us to someone else),
- sub-licensable (which means that we can licence your content to others, e.g. to service providers that help us to provide the Platform or to trusted third parties that have entered into agreements with us to operate, develop and provide the Platform) and
- worldwide (which means that the licence applies anywhere in the world) licence to use your content, including to reproduce (e.g. to copy), adapt or make derivative works (e.g. to translate and/or create captions), perform and communicate your content to the public (e.g. to display it), for the purposes of operating, developing and providing the Platform, subject to your Platform settings.

The licence to your content that you grant to us extends to Affiliates as part of making the Platform available.

You also grant to each user of the Platform a non-exclusive, royalty-free, worldwide licence to access and use your content, including to reproduce (e.g. to copy, share or download), adapt or make derivative works (e.g. to include your content in their content) perform and communicate that content to the public (e.g. to display it) using the features and functions of the Platform for entertainment purposes, subject to your Platform settings.

Your licences to FoodCLUB and to users end when you close your account or when you or we remove your content from the Platform in accordance with these Terms. However, due to the nature of the Platform and our legal obligations, the licence granted will continue after you have removed your content to the extent that:

- you have allowed, via your Platform settings, other users of the Platform to use or reuse your content (e.g. by using Duet, Stitch, download or share functionalities); or
- we are obliged to store or process your content for legal reasons.

If you choose to submit comments, ideas or feedback to us, you agree that we are free to use them for the purposes of operating, developing, improving and providing the Platform without compensation to you.

In short: When you post content to the Platform, it remains yours, but we can show it to other users and use it to provide the Platform and other users may be able to use it too. That is what our Platform is all about. If you later take it down, copies of it made by other users may remain on the Platform.

5. What we promise to you

We promise to provide the Platform to you with reasonable skill and care and to act with professional diligence for so long as we choose to offer the Platform. We will also take all reasonable steps to keep the Platform a safe and secure environment for our users. We do not promise to offer the Platform forever or in its current form for any particular period of time.

The content on the Platform is mostly user generated content or provided by third party business users. In other words, FoodCLUB is not the creator of most of the content on the Platform (although FoodCLUB may produce some content). Therefore, subject to any mandatory regulations or laws (including sectorial regulations or laws) applicable to FoodCLUB, FoodCLUB cannot and does not promise that any of the content generated by users that you find on the Platform:

- is accurate, complete or up-to-date;
- does not infringe third party rights;
- is legal; or that it
- will not offend you.

You understand and agree that the content you may see on the Platform does not represent our views or values and may not be suited to your purpose.

The Platform may contain links to third party websites, advertisements, services, offers or other events or activities that are not provided, owned or controlled by FoodCLUB. We do not endorse any such third party websites, advertisements, services, offers, events, activities, information, materials or products. You use them at your own risk.

Provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is:

- caused by our breach of these Terms; or
- reasonably foreseeable at the time of entering into these Terms (i.e. either it is obvious that it will happen or if, at the time of this contract, it is known that it might happen).

We do not take responsibility for loss or damage if it is caused by events beyond our reasonable control.

Nothing in these Terms affects any statutory rights that you cannot contractually agree to alter or give up, or are legally always entitled to as a consumer.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. You will always have the full protections of the laws that apply to you.

If you are an EEA-based consumer, then EEA consumer laws provide you with a legal guarantee covering the Platform. If you have any questions about your legal guarantee, please contact us [here](#).

In short: We will always seek to provide you with a great and safe user experience, but you take the Platform as it is and understand that we do not control everything that is on it. We also cannot promise that all the content posted on the Platform is to your liking. If you are an EEA consumer, you have a legal guarantee covering the Platform, and you can make a guarantee claim by contacting us.

6. Suspending or ending our relationship

Your rights

You may end your relationship with FoodCLUB at any time by simply closing your account and stopping your use of the Platform. Instructions for how to do this are in our Help Centre. However, depending on your Platform settings, some of your content may still be available on the Platform after you delete your account.

If you are an EEA-based consumer, then you can also close your account and withdraw from this contract at any time, either in-app or using the model withdrawal form here.

In short: We want you to stay, but you can go whenever you want if you close your account and stop using the Platform. Your account applies across the Platform, so when you close your account within one FoodCLUB app, you will lose access to your account across all other FoodCLUB apps.

FoodCLUB's rights

In the event of any suspected breach of these Terms and our Community Guidelines, we may investigate. While we do so, we are allowed to take down some or all of your content, or suspend your access to some or all the features of the Platform, acting reasonably and objectively depending on the seriousness of the suspected breach.

We, subsequently, might determine to temporarily or permanently suspend or terminate your account, or impose limits on, or restrict your access to features of the Platform if:

- we determine, acting reasonably and objectively, that you are in material or repeated breach of these Terms or our Community Guidelines;
- we have objective grounds to reasonably believe that you are about to seriously breach these Terms or our Community Guidelines;
- we are legally required to do so; or
- it is reasonably required in response to dealing with a serious technical or security issue.

If we have previously terminated your account for breaches of these Terms or Community Guidelines, but you use our Platform again (for example, by opening another account), we are entitled to suspend or terminate any such accounts.

We will notify you in advance in order to allow you time to download your data in-app (more information about how to do this is available [here](#)), unless it is not appropriate for us to do so or we reasonably believe that continued access to your account will cause damage to us, Affiliates, our users or other third parties, or we are legally prevented from doing so.

If you think we have made a mistake in suspending or terminating your account, you can appeal through the appeal functionalities provided on the Platform or by clicking [here](#) and we will review our decision and decide again.

For the avoidance of doubt, if we suspend or terminate your account, or you delete your account, you will lose access to all FoodCLUB apps.

In short: We have rules and, if you break them, FoodCLUB can take action against you which may include closing your account. When your account is suspended or closed you will lose your access to the Platform, including all FoodCLUB apps.

7. Changes to these Terms or the Platform

What happens when we make changes

We may make changes to these Terms or the Platform from time to time. If we do, we will consider your reasonable interests before doing so.

We will also give you reasonable advance notice, in a transparent manner, of significant changes which will impact you and the date that they will come into force. The changes will only apply to our relationship going forward.

Where we need to make urgent changes for security, safety, legal or regulatory requirements, we may not be able to provide you with advance notice, but we will let you know as soon as we are able to.

If you do not agree to the changes to the Terms or the Platform, you will have to stop using the Platform.

In short: If these Terms change, we will tell you. It won't change anything between us that has happened already but, if you want to keep using the Platform in the future, you will need to agree to the changes. Our Platform will evolve as we improve it.

Reasons for changes

Reasons that we might make changes to these Terms or the Platform are:

- changes in circumstances beyond our reasonable control;
- changes in the law;
- changes we make to the Platform in the usual course of developing our product;
- to adapt to new technologies;
- to reflect changes in the number of people who use the Platform or any relevant feature or functionality of the Platform; or
- to address a security issue.

In short: Our Platform will not stay the same forever, but we will be transparent when we make major changes.

8. Resolving disputes

These Terms are governed by the law of the jurisdiction in which you are a resident.

If we have a dispute, we will first try and resolve it with you amicably.

If we cannot resolve our dispute, you or we can go to your local courts. You can also go to the following courts:

- the courts of England & Wales will have non-exclusive jurisdiction over disputes with FoodCLUB APP LTD.

If you are resident in the EEA, you can also raise the dispute with an alternative dispute resolution body via the EU Commission's Online Dispute Resolution (ODR) Platform.

In short: We hope we do not get into a dispute but, if we do, there are a couple of ways we can try to resolve it.

9. Other

These Terms, and any rights and permissions granted in them, may not be transferred or assigned by you, but may be assigned by FoodCLUB without restriction. If we do so, this will not affect your rights as a consumer. And, if you are not happy, you always have the right to terminate this contract and stop using the Platform at any time.

In short: We have no plans to do so, but, if in the future we sell all or part of, or re-organise our business, another company may end up providing the Platform to you.

We may reclaim your account name and might make it available to other users when you have not logged into your account for 6 months or if we reasonably believe that your account name violates our Terms and/or Community Guidelines (e.g. your account name violates third party trademark).

In short: We may reclaim your account name in certain circumstances.

Even if we or you delay in enforcing a provision of these Terms, either of us can still enforce it later. If we or you do not insist immediately that you or we do anything the other is required to do under these Terms, or if there is a delay in taking steps against the other in respect of breaching these Terms, that will not mean that we or you do not have to do those things and it will not prevent us or you from taking steps against the other at a later date.

In short: Just because you or we do not rely on one of these Terms, this does not change the fact that we both agree that these Terms, as written, are the agreement between us.

10. Contacting FoodCLUB

You can contact us here: tech@foodclub.live

In some countries, the law requires us to provide additional regulatory information and/or contact points within the country, even though we may not be physically present there.