SAVOUREXPRESS WEBSITE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

This page sets out the terms and conditions ("Website Terms") on which we, SavourExpress Canada Inc. ("we" or "SAVOUREXPRESS"), provide our services through our website [www.savourexpress.ca](http://www.savourexpress.ca) and any SAVOUREXPRESS mobile application through which you access our website or services (together, "Website"). Please read these Website Terms carefully before ordering any products through, the Website, as your purchase of any products offered on the Website is subject to these Website Terms. By ordering products via the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. In the event of a conflict between this English language version of the Website Terms and the French language version of the Website Terms, this English language version shall prevail. En cas d’incompatibilité entre la présente version anglaise des conditions du site et sa version française, cette version anglaise prèvaudra.

I. TERMS AND CONDITIONS OF USE AND SALE

1. INTRODUCTION AND OUR ROLE

1.1. Company details: SAVOUREXPRESS is a company registered in Ontario, Canada with registered company number 280670695, whose registered office is at 910-1440 Beaverbrock Ave, London, Ontario, Canada.

1.2. Service: We provide a way for you to communicate your orders ("Orders") for products ("Products") to delivery or takeaway restaurants ("Restaurants") displayed on the Website (the "Service"). Please see paragraph 11 for important information regarding the legal relationship between you, SAVOUREXPRESS and the Restaurants.

2. WEBSITE ACCESS AND TERMS

2.1. Website access: You may access some areas of the Website without making an Order or registering your details with us. Most areas of the Website are open to everyone.

2.2. Acceptance of terms: By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any Products through the Website.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

3. YOUR STATUS

3.1. Capacity and age: By placing an Order through the Website, you warrant that:

3.1.1. You are legally capable of entering into binding contracts; and

3.1.2. You are at least 18 years old.

4. HOW TO MAKE AN ORDER AND HOW IT IS PROCESSED

4.1. Compiling your Order: Once you have selected the Products you wish to order from the menu of your chosen Restaurant and provided the other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will start processing your Order and errors cannot be corrected.

4.2. Amending or cancelling your Order: Once you have submitted your Order and your payment has been authorised, you will not be entitled to change or cancel your Order, nor will you be entitled to a refund (please refer to paragraph 4.4 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you should contact the Restaurant or, if you are unable to reach the Restaurant, our Customer Care team as described in paragraph 6.3 and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started processing your Order.

4.3. Payment authorisation: Where any payment you make is not authorised, your Order will not be processed or communicated to the relevant Restaurant.

4.4. Processing your Order and Restaurant rejections: On receipt of your Order, we will begin processing it by sending it to the relevant Restaurant and will notify you by email that your Order has been received and is being processed. Please note that any confirmation page that you may see on the Website and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed by us, and does not necessarily mean that your Order has been accepted by the Restaurant. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order. However, Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

4.5. Delivery of your Order: Estimated times for deliveries and pick-ups are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for pick-up within the estimated times.

5. PRICE AND PAYMENT

5.1. Sales tax, delivery and online payment costs: Prices will be as quoted on the Website. These prices will have applicable sales taxes applied at checkout, but may exclude delivery costs (if you opt for delivery instead of pick-up) and any online payment administration charges (if you pay for your Order online). These will be added to the total amount due where applicable.

5.2. Incorrect pricing: This Website contains a large number of menus and it is possible that some of the menus may include incorrect prices. If the correct price for an Order is higher than the price stated on the Website, we will normally contact you before the relevant Order is dispatched. In such an event, neither we nor the relevant Restaurant is under any obligation to ensure that the Order is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

5.3. Payment methods: Payment for Orders must be made by an accepted credit or debit card through the Website or in cash to the Restaurant at the point of delivery to you.

5.4. Card payments: If you pay by credit or debit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in payments taking up to sixty (60) days to be deducted from your bank account or charged to your credit or debit card.

5.5. Credit and discount vouchers: A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by SAVOUREXPRESS, and you pay for any balance by credit or debit card. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of the Order (before any credit or discount) in your account for a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your Order to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance. You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

5.6. Rejected Orders: Because of standard banking procedures, once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is subsequently rejected by the Restaurant (as described in paragraph 4.4 above) or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. However, this may take a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6. CUSTOMER CARE

6.1. General: If you are having any problems with your Order, we recommend that you try to contact the Restaurant directly in the first instance to discuss the issue. Our experience indicates that this is likely to be the most efficient way of resolving the problem. Notwithstanding the foregoing, customer care is extremely important to us. Accordingly, as described further in this paragraph 6 and subject to paragraphs 6.5 and 11, our Customer Care team will therefore try to assist you where possible (subject to resource availability) if you have any problems contacting or resolving your issue directly with the Restaurant. You can contact our Customer Care team by calling the telephone number shown on the Website.

6.2. Questions about your Order: If your Order is taking longer than expected or you have any other problems with your Order that you are unable to resolve directly with the Restaurant, you can contact our Customer Care Team as described above and one of our Customer Care Advisers will attempt to contact the Restaurant in order to follow up on your query.

6.3. Changing or cancelling your Order: If you wish to change or cancel your Order after it has been submitted and payment has been authorised, and you are unable to reach the Restaurant, you may contact our Customer Care team as described above and they will attempt to contact the Restaurant in order to communicate your requests. However, there is no guarantee that we will be able to reach the Restaurant or that the Restaurant will agree to your requests as they may have already started processing your Order.

6.4. Complaints or feedback: In the event that you are dissatisfied with the quality of any Products or the service provided by a Restaurant, please consider providing feedback in the form of ratings, comments and reviews on the Website (together, "Reviews") to reflect your experience. The Reviews are an important part of our quality control process.

6.5. Compensation: If you are dissatisfied with the quality of any Products or the service provided by a Restaurant and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact the Restaurant directly to lodge your complaint and, where appropriate, follow the Restaurant’s own complaint procedures. If you are unable to contact the Restaurant, or the Restaurant refuses to deal with your complaint, you can contact our Customer Care Team as described above within 48 hours of placing your Order and one of our Customer Care Advisers will attempt to contact the Restaurant in order to request compensation on your behalf. Please note that we have no control over Restaurants and the quality of the Products or service that they provide, and we are not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Restaurant.

7. LICENCE

7.1. Terms of permitted use: You are permitted to use the Website and print and download extracts from the Website for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Website (including by hacking or "scraping").

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Website and in material published on it (including without limitation photographs and graphical images) are owned by us, the Delivery Restaurants or our other licensors. These works are protected by copyright laws, trademark laws, and other intellectual property laws and treaties, both in Canada and around the world and all rights therein are reserved. For the purposes of these Website Terms, any use of extracts from the Website other than in accordance with paragraph 7.1 is prohibited.

7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

7.1.4. You must ensure that the status of SAVOUREXPRESS and/or the applicable Delivery Restaurants as the author of the material on the Website is always acknowledged.

7.1.5. You are not allowed to use any of the materials on the Website or the Website itself for commercial purposes without obtaining a licence from us to do so.

7.2. Limitation on use: Except as stated in paragraph 7.1, the Website may not be used, and no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without our prior written permission.

7.3. Reservation of rights: Any rights not expressly granted in these Website Terms are reserved.

8. SERVICE ACCESS

8.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period.

8.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

8.3. Information security: The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

9. VISITOR MATERIAL AND REVIEWS

9.1. General:

9.1.1. Other than personally identifiable information, which is covered under our [Privacy Policy](https://www.just-eat.ca/privacy-policy#privacy_policy), any material you post, upload or transmit or upload to the Website (including without limitation Reviews) ("Visitor Material") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you warrant and represent that you own or otherwise have all necessary intellectual property and moral rights in and to such Visitor Material including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Visitor Material to the Website. Furthermore, you hereby grant to SAVOUREXPRESS a non-exclusive, royalty-free, perpetual, irrevocable, transferable license to use, refrain from using, remove, reproduce, modify, edit, copy, adapt, publish, translate, create derivative works from, distribute, transmit, perform, display and otherwise use the Visitor Material, in whole or in part, worldwide in all manner and media whether now known or later developed. If requested, you shall provide waivers in favor of SAVOUREXPRESS with respect to any and all moral rights in the Visitor Materials held by any individuals who may be authors of such Visitor Materials.

9.1.2. You represent and warrant that that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.2 to 9.3 below.

9.2. Visitor Material Policy: You are prohibited from posting, uploading or transmitting to or from the Website any Visitor Material (including any Reviews) that:

9.2.1. breaches any applicable local, national or international law;

9.2.2. is unlawful or fraudulent;

9.2.3. amounts to unauthorised advertising; or

9.2.4. contains viruses or any other harmful programs.

9.3. Visitor Reviews Policy: In particular (but without limitation), any Reviews that you submit through the Website must not:

9.3.1. contain any defamatory, obscene or offensive material;

9.3.2. promote violence or discrimination;

9.3.3. infringe the intellectual property rights of another person;

9.3.4. breach any legal duty owed to a third party (such as a duty of confidence);

9.3.5. promote illegal activity or invade another’s privacy;

9.3.6. give the impression that they originate from us; or

9.3.7. be used to impersonate another person or to misrepresent your affiliation with another person.

9.4. Removal of Reviews: The prohibited acts listed in paragraphs 9.2 and 9.3 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Website that we determine breaches a prohibition in paragraphs 9.2 or 9.3 above, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.

9.5. Use of Reviews: The Reviews and other Visitor Material contained on the Website are for information purposes only and do not constitute advice from us. Reviews and Visitor Material reflect the opinions of customers who have ordered through the Website or other third parties, and any statements, advice or opinions provided by such persons are theirs only. Accordingly, to the fullest extent permitted by law, we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

9.6. Liability: You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a Restaurant or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

9.7. Disclosure to authorities and courts: You acknowledge that we will fully co-operate with any competent authority requesting or directing us to disclose the identity or location of anyone posting any Reviews or other Visitor Material in breach of paragraph 9.2 or 9.3 or any other applicable restriction and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

10. LINKS TO AND FROM OTHER WEBSITES

10.1. Third party websites: Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

10.2.1. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;

10.2.2. any website from which you link must comply with the content standards set out in these Website Terms (in particular paragraph 9 (Visitor Materials and Reviews));

10.2.3. we have the right to withdraw linking permission at any time and for any reason.

11. DISCLAIMERS

11.1. Website information: While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

11.2. Allergy, dietary and other menu information: We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menus that are provided to us by Restaurants. However, it is the Restaurants that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering.

11.3. Restaurant actions and omissions: The legal contract for the supply and purchase of Products is between you and the Restaurant that you place your Order with. We have no control over the actions or omissions of any Restaurants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

11.3.1. We do not give any undertaking that the Products ordered from any Restaurant through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

11.3.2. Estimated times for deliveries and pick-ups are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for pick-up within the estimated times.

11.3.3. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order. However, we do not guarantee that Restaurants will accept all Orders, and Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason.

11.3.4. The foregoing disclaimers do not affect your statutory rights against any Restaurant.

11.4. Exclusion of terms: We provide you with access to the Website and Service on the basis that, to the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise ).

12. LIABILITY

12.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

12.2. Exclusion of liability: Subject to clause 12.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if forseeable, arising under or in connection with the Service or the Website (including the use, inability to use or the results of use of the Service or the Website) for:

12.2.1. any loss of profits, sales, business, or revenue;

12.2.2. loss or corruption of data, information or software;

12.2.3. loss of business opportunity;

12.2.4. loss of anticipated savings;

12.2.5. loss of goodwill; or

12.2.6. any indirect or consequential loss.

12.3. Limitation of liability: Subject to clauses 11, 12.1 and 12.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or C$100, whichever is lower.

12.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

12.5. Indemnity: You agree to defend, indemnify and hold harmless SAVOUREXPRESS, its licensors and their respective affiliates, and each of their directors, officers, agents, contractors, partners, representatives and employees, from and against any loss, liability, threatened or actual claim, demand, damages, costs and expenses, including reasonable legal fees, arising out of or in connection with your breach of these Website Terms or your violation of any law or the rights of any third party with respect to the Website or the Services. SAVOUREXPRESS reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by JUSTEAT.

13. TERMINATION

13.1. Grounds for termination: We may terminate or suspend (at our absolute discretion) your right to use the Website and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

13.1.1. you have used the Website in breach of paragraph 7.1 (License);

13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.2 or 9.3 (Visitor Material and Reviews);

13.1.3. you have breached paragraph 10.2 (Links to and from other websites); or

13.1.4. you have breached any other material terms of these Website Terms.

13.2. Obligations upon termination: Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Website.

14. WRITTEN COMMUNICATIONS

14.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15 EVENTS OUTSIDE OUR CONTROL

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Website Terms that is caused by events outside our reasonable control ("Force Majeure Event").

15.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

15.2.1. strikes, lock-outs or other industrial action;

15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

15.2.5. impossibility of the use of public or private telecommunications networks; and

15.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

15.3. Our performance under these Website Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under these Website Terms may be performed despite the Force Majeure Event.

16. ADDITIONAL TERMS

16.1. Privacy Policy: We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Website Terms by this.

16.2. Other terms: for information regarding the terms applicable to competitions that we may run from time to time. All of these are incorporated into these Website Terms by this reference.

16.3. Severability: If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.4. Entire agreement: These Website Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

16.5. No waiver: Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or our rights or remedies.

16.6. Assignment: You may not transfer any of your rights or obligations under these Website Terms without our prior written consent. We may transfer any of our rights or obligations under these Website Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

16.7. Headings: The headings in these Website Terms are included for convenience only and shall not affect their interpretation.

17. GOVERNING LAW AND JURISDICTION

17.1. These Website Terms shall be governed by and construed in accordance with the laws of the Province of Canada and the federal laws of Canada applicable therein. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Ontario.

II. SAVOUREXPRESS PRIVACY POLICY

We are committed to protecting the privacy of all visitors to the Website, including all visitors or users who access the Website or Service through any web application, mobile application or other platform or device. Please read the following Privacy Policy carefully which explains how we collect, use and protect the Personal Information (defined below) that we collect about you.

As an organization engaged in commercial activities, we are committed to complying with the Personal Information Protection and Electronic Documents Act Canada, and with any other Canadian privacy laws applicable to our operations.

By visiting and/or ordering services or using the Website, you acknowledge and agree that you have read and understand this Privacy Policy, and consent to the collection, use and disclosure of your Personal Information under the terms of this Privacy Policy. In most cases, we will ask you to provide explicit consent (through agreeing to a revised version of this Privacy Policy) if we intend to collect, use or disclose your Personal Information otherwise than as indicated in this Privacy Policy, however sometimes your consent may be implied through your conduct with us.

1. INFORMATION THAT WE COLLECT FROM YOU

1.1. When you use the Service to make an Order from a Restaurant through the Website you may be asked to provide information about yourself including your name, contact details (such as telephone and mobile numbers and e-mail address), payment information (such as credit or debit card information) and/or other personally identifiable information (the "Personal Information"). Personal Information does not include business information such as a business address, business title, professional designation(s) or business telephone number. We may also collect information about your usage of the Website and Service and Personal Information about you from the materials (such as messages and reviews) you post to the Website and the e-mails or letters you send to us. Collection of Personal Information will be limited to that which is necessary for the purposes for which it was provided and/or as provided under this Privacy Policy and will be collected by fair and lawful means.

1.2. By accessing SAVOUREXPRESS information and/or the Website or Service using mobile digital routes such as (but not limited to) mobile phones, tablets, laptops or other wireless devices/technology including mobile applications, then you acknowledge and agree that our data collection and usage as set out in this Privacy Policy will apply in that context too. We may collect non-personal device information (such as technical information) from your mobile device or your use of the Website or the Service through a mobile device, for example, location data and certain characteristics of, and performance data about, your device, carrier/operating system including device and connection type, IP address, mobile payment methods, interaction with other retail technology such as use of NFC Tags, QR Codes or use of mobile vouchers. Unless you have elected to remain anonymous through your device and/or platform settings, this information may be collected and used by us automatically if you use the Website or Service through your mobile device(s) via any SAVOUREXPRESS mobile application, through your mobile's browser or otherwise.

1.3. We may also collect some personal information through system logs and cookies. For further information on our practices in relation to cookies, please refer to paragraph 4 below.

2. USE OF YOUR PERSONAL INFORMATION

2.1. Your Personal and Location Information will enable us to provide you with access to parts of the Website reserved for registered users, to supply the Service and provide feedback and answer your questions if you contact us. It will also enable us to bill you and enable us and/or a Restaurant with whom you have placed an Order to contact you where necessary concerning the Service. For example, we and/or the Restaurant may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.) and to deliver an Order. Where you place an Order with a franchisee in a chain of restaurants, we may share your Personal Information and Order details/information with the master franchisor or other restaurants within the chain for their statistical and/or analytics purposes. We will also use and analyse the Personal Information we collect so that we can administer, support, improve and develop our business, for any other purpose notified to you whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future you may have the ability to express your preferences around the use of your data as set out in this Privacy Policy and this may be exercised though your chosen method of using the Service, for example mobile, mobile applications or any representation of the Website.

2.2. We may use your Personal Information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the Website or the Service. You cannot opt out of receiving notifications of important changes or developments (eg. to this Privacy Policy or the Website Terms) unless you discontinue use of the Website or Service.

2.3. You agree that we may use your Personal Information to let you know about our other products and services that may be of interest to you including services that may be the subject of direct marketing. We may contact you to do so by telephone, SMS and email and if you use our mobile application, via push notification. It is always your choice whether to receive or to continue receiving to receive such marketing materials and updates from SAVOUREXPRESS. We will not send you any direct marketing communications unless you have separately consented to receive such communications or such consent has been deemed to have been given under applicable law. If you no longer wish to receive direct marketing communications, you can manage your preferences for email and SMS marketing communications at any time by going to the Account Info page. Alternatively you can opt-out using the unsubscribe mechanism in the marketing communication itself (e.g. by clicking the unsubscribe link at the bottom of an email or by replying with the word “STOP” to an SMS). To manage push notifications, go to the settings page of your phone or tablet and change the push notification permission for the SAVOUREXPRESS app. If you switch off in-app push notifications, you will no longer receive updates on your orders via push.

2.4. Where you have indicated accordingly, you agree that we may also share Personal Information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) which may use your Personal Information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) and to help us analyse the information we collect so that we can administer, support, improve and develop our business and services to you. Personal Information shared with such third parties will be used in accordance with such third parties’ own privacy practices which SAVOUREXPRESS does not have control over so you should review such privacy practices before agreeing to have your Personal Information shared with such third parties.

2.5. If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details set out in paragraph 8 below and/or amending the permissions section of your profile accordingly.

2.6. Please note that by submitting Reviews regarding the Website, Service and/or Restaurants, you consent to us using such Reviews on the Website and in any marketing or advertising materials. We will only identify you for this purpose by your first name and the city in which you reside (and any other information that you may from time to time consent to us disclosing).

2.7. This Privacy Policy does not apply to other web sites that we have linked to our web site. We try to link only with web sites that share our values, however, you should check the privacy policy of any linked web site to understand their personal information collection practices. We are not responsible for the content or information collection policies of such web sites.

3. DISCLOSURE OF YOUR PERSONAL INFORMATION

3.1. The Personal Information you provide to us will be held on our servers which may be in or outside Canada (including in particular the United Kingdom and other countries in the European Economic Area), In addition, your Personal Information may be accessed by or given to our staff working outside Canada and/or to third parties including companies within the SAVOUREXPRESS group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you. For example, we may send Personal Information outside of Canada for processing and storage by other companies within the SAVOUREXPRESS group of companies or by their service providers.

3.2. While your Personal Information is out of Canada, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country. Certain countries outside Canada and the European Economic Area do not always have equivalent strong data protection laws irrespective of the safeguards we have put in place for the protection of your information in accordance with this Privacy Policy.

3.3. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. In addition, we may need to provide your Personal Information to any Restaurants that you have placed an Order with so as to allow the Restaurant to process and deliver your Order. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your Personal Information is treated securely and in accordance with this Privacy Policy.

3.4. If you have consented we may allow carefully selected third parties, including marketing and advertising companies, our affiliates and associates, to contact you occasionally about other products or services that may be of interest to you. They may contact you by post, telephone, mobile messaging (e.g. SMS, MMS, etc.) as well as by e-mail. If you change your mind about being contacted by these companies in the future, please let us know by using the contact details set out in paragraph 8 below and/or by amending your profile accordingly.

3.5. If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your Personal Information may be disclosed or transferred to the target company, our new business partners or owners or their advisors provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information..

3.6. We may use the Personal Information that you provide to us if we are under a duty to disclose or share your Personal Information in order to comply with (and/or where we believe we are under a duty to comply with) any applicable legal obligation; or in order to enforce the Website Terms and any other agreement we have with you. This includes exchanging Personal Information with other companies and other organisations for the purposes of fraud protection and prevention.

3.7. We will always take steps to ensure that your Personal Information (if we provide it to third parties who provide services to us) will be treated in accordance with this Privacy Policy, including ensuring that third parties are contractually required to comply with this Privacy Policy.

4. COOKIES

4.1. We use cookies to improve the quality of our Website and Service, and to try and make your browsing experience meaningful. When you enter our Website our web server sends a cookie to your computer which allows us to recognise your computer but not specifically who is using it. By associating the identification numbers in the cookies with other customer information when for example you log-in to the Website, then we know that the cookie information relates to you. By using this Website, you consent to our cookie settings and agree that you understand the cookies policy set forth in this paragraph 4, which explains how you can manage your cookie choices and preferences.

4.2. Cookies are small pieces of information which are issued to your computer when you visit a website and which store and sometimes track information about your use of the site. A number of cookies we use last only for the duration of your web session and expire when you close your browser. Other cookies are only used where you ask us to remember your login details for when you next return to the site and will last for a longer duration.

4.3. Some of the cookies used by our Website are served by us, and some are served by third parties who are delivering services on our behalf. Most web browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting [www.allaboutcookies.org](https://www.allaboutcookies.org) which includes additional useful information on cookies and how to block cookies using different types of browser. Please note however, that by blocking or deleting cookies used on our site you may not be able to take full advantage of our site if you do so.

4.4. This Privacy Policy provides you with further details about how we use any personal information you give us, although not all information captured by using cookies will identify you.

4.5. We are continually striving to develop improved ways of managing your cookie preferences. As new technologies and solutions emerge, the cookies policy set forth in this paragraph 4 may be updated to reflect any such advances in technology and preference management tools.

5. SECURITY AND DATA RETENTION

5.1. We take technical, administrative and physical security steps designed to protect your Personal Information from unauthorised access and against unlawful processing, accidental loss, destruction and damage. We have implemented procedures designed to limit the dissemination of your Personal Information to only personnel with a business "need-to-know" or whose duties reasonably require such information.

5.2. We will keep your information as long as necessary to fulfil the purposes for which that Personal Information was collected, and as permitted or as required by law. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-Personal Information, or account recovery, or if required by law. All retained Personal Information will remain subject to the terms of this Privacy Policy. If you request that your name be removed from our databases, it may not be possible to completely delete all your Personal Information due to technological and legal constraints.

5.3. Where you have chosen a password which allows you to access certain parts of the Website, you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.

5.4. The transmission of information via the internet is not completely secure. Although we will take steps to protect your Personal Information, we cannot guarantee the security of your Personal Information or other data transmitted to the Website; any transmission is at your own risk. Once we have received your Personal Information, we will use organizational and technical safeguards to try to prevent unauthorised access. Please also note that the Website contains links to third party websites, which are not governed by this Privacy Policy, and SAVOUREXPRESS is not responsible for the collection, use or disclosure of Personal Information by such third party websites.

6. ACCESSING AND UPDATING

6.1. You have the right to see the Personal Information we hold about you ("Access Request") and to ask us to make any changes to ensure that it is accurate and up to date. Upon receipt of your written request, we will provide you with a copy of your Personal Information although in certain limited circumstances, we may not be able to make all relevant information available to you such as where that information also pertains to another user. In such circumstances we will provide reasons for the denial to you upon request. We will endeavour to deal with all requests for access and modifications in a timely manner. We will advise you in writing if we cannot meet your requests within this time limit.

6.2. If you wish to do this, please contact us using the contact details set out in paragraph 8 below. We will charge you a fee to meet our administrative costs in providing this information to you.

6.3. Please note that we may request that you provide sufficient identification before we provide you with the Personal Information that we hold. Any such identifying information shall be used only for this purpose.

7. CHANGES TO OUR PRIVACY POLICY

7.1. This Privacy Policy is current as of the "last revised" date which appears at the top of this page. Your continued use of the Website and Service after any change of our Privacy Policy will constitute your acceptance of the revised terms of this Privacy Policy and accordingly, we will treat Personal Information in a manner consistent with the latest version of the Privacy Policy after any period notifying you of changes to the Privacy Policy has passed.

7.2. Any changes to our Privacy Policy will be posted to the Website.

8. CONTACT

8.1. You can help by keeping us informed of any changes such as a change of delivery address for Orders or telephone number. If you would like to access your information, if you have any comments, queries and requests relating to our use of your Personal Information or if you find any errors in our information about you, please contact us at info@just-eat.ca.

III. SAVOUREXPRESS VOUCHER TERMS & CONDITIONS

General

1. The following general terms and conditions (the "General Voucher Terms") will apply to all vouchers issued by SAVOUREXPRESS from time to time for use on the Website, including vouchers with a credit value ("Paycode Vouchers") and promotional discount vouchers ("Discount Vouchers", and together with Paycode Vouchers, ("Vouchers")).

2. Individual Vouchers will also be subject to, and the General Voucher Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Voucher Terms") that will be specified on the Voucher or at the time the Voucher is issued.

3. Vouchers may only be redeemed towards online Orders from Restaurants made through the Website.

Specific Terms of Use for Paycode Vouchers

4. Paycode Vouchers must be applied to a registered SAVOUREXPRESS online customer account by no later than the deadline specified on the Paycode Voucher and/or at the time the Paycode Voucher is issued by entering the relevant voucher code ("Paycode Voucher Code"), and will expire if not applied by this date. If the Paycode Voucher is applied before the expiry date, the customer account will be credited by the relevant amount. Unless otherwise provided or specified in the Specific Voucher Terms, any credit must be used within six (6) months of the date on which the Paycode Voucher is issued.

5. If the order value is less than the Paycode Voucher value that has been credited to the customer account, no change or cash will be given. However, any balance will be left as a credit in the customer account, and may be redeemed against subsequent orders.

6. If the order value is more than the Paycode Voucher value that has been credited to the customer account, the remaining balance must be paid online using a credit card.

7. Paycode Vouchers and Paycode Voucher Codes are only valid for one use. Once the Paycode Voucher Code has been used (whether in an authorised or unauthorised manner), the Paycode Voucher Code will be void. Paycode Voucher recipients are responsible for ensuring that their Paycode Voucher Codes are not used by someone else.

Specific Terms of Use for Discount Vouchers

8. Discount Vouchers must be used by the deadline specified on the Discount Voucher and/or at the time the Discount Voucher is issued by entering the relevant voucher code ("Discount Voucher Code"), and will expire after such date.

9. In the event of 2,000 redemptions made per Discount Voucher Code, the Discount Voucher Code will automatically expire regardless of the expiry date.

General Terms of Use for All Vouchers

10. The right to use a Voucher is personal to the original recipient and may not be transferred. No Voucher may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. In particular, Vouchers distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.

11. Unless otherwise provided or specified in the Specific Voucher Terms:

9.1 Vouchers may not be used in conjunction with other Vouchers or any other discounts or promotions provided or advertised from time to time;

9.2 each Voucher will be valid for use by a recipient only once;

9.3 each customer or household is limited to one Voucher per promotion or offer; and

9.4 the right to use a Voucher is personal to the original recipient and may not be transferred.

12. When you use a Voucher you warrant to us that you are the duly authorised recipient of the Voucher and that you are using it in accordance with these terms, lawfully, legally and in good faith. If we believe in our sole discretion that a Voucher is being used in breach of these terms, unlawfully, illegally or in bad faith, we may reject or cancel the Voucher.

Miscellaneous

13. Please note that because of standard banking procedures, your bank or card issuer will initially "ring-fence" the full amount of the Order (before any credit or discount) in your account for a period of typically up to 5 working days (and in some cases up to 30 days, depending on your bank or card issuer), and this amount will therefore be unavailable in your account for that period. The credit or discount will be applied at the time your bank or card issuer transfers the funds for your order to us, at which point the credit or discounted amount will not be transferred to us and will instead be released by your bank or card issuer back into your available balance.

14. Vouchers may not be exchanged for cash.

15. We shall not be liable to any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Voucher or any failure or inability of a customer or household to use a Voucher for any reason.

16. We reserve the right, at any time and in its sole discretion, to add to or amend these terms and conditions in relation to the use of Vouchers or to vary or terminate the operation of a Voucher at any time without notice.

17. All standard terms and conditions from time to time for use of the Website and the Service apply.

IV. SAVOUREXPRESS COMPETITIONS TERMS & CONDITIONS

1. The following general terms and conditions (the "General Competition Terms") will apply to all competitions run by SAVOUREXPRESS.

2. Individual competitions will also be subject to, and the General Competition Terms will be supplemented and/or modified by, additional terms and conditions (the "Specific Competition Terms") that will be specified in connection with each competition.

3. Competitions are open to individual residents of Canada aged 18 or over, except employees of SAVOUREXPRESS, their associated, affiliated or subsidiary companies, and their families, agents, or anyone connected with the competition.

4. Winners will be responsible for ensuring they are able to accept the relevant prize, as set out and in accordance with these General Competition Terms and any applicable Specific Competition Terms.

5. We reserve the right to redraw a competition winner if the relevant prize is not accepted or claimed within the time period stated in the applicable Specific Competition Terms.

6. Completing and submitting a competition entry form will be deemed acceptance of the General Competition Terms and any applicable Specific Competition Terms.

7. The General Competition Terms and any applicable Specific Competition Terms shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and subject to the exclusive jurisdiction of the courts of Ontario.

8. Any personal data that is collected as part of any SAVOUREXPRESS competition will be processed in accordance with applicable Canadian privacy legislation. For further information on our Privacy Policy please go to: <https://www.just-eat.ca/privacy-policy>.

9. We reserve the right to withdraw any competition at any time without prior written notice and/or to alter or amend the General Competition Terms or the Specific Competition Terms for any competition at any time.

10. Our decision is final and binding in all matters relating to any competition and no correspondence will be entered into.

11. All standard terms and conditions from time to time for use of the Website and Service apply.

V. REFER A FRIEND FOR $15 SAVOUREXPRESS Voucher code

The following general terms and conditions apply to the "Refer a Friend" promotion. You can receive $15 SAVOUREXPRESS Voucher code by either:

(i) Friend Invitation

Inviting your friends to sign up to and place their first order on [www.just-eat.ca](https://www.just-eat.ca) ("SAVOUREXPRESS");

or

(ii) SAVOUREXPRESS Invitation

If you click on an online $15 SAVOUREXPRESS Voucher code banner.

1. ELIGIBILITY

1.1 To participate in this promotion, you will need to either be (i) a SAVOUREXPRESS customer i.e. have already set up a SAVOUREXPRESS account and previously placed an order on SAVOUREXPRESS; or (ii) click on an online $15 SAVOUREXPRESS Voucher code banner; and

1.2 Your Friend (as defined below) must be new to SAVOUREXPRESS i.e. not created an account with SAVOUREXPRESS and not previously placed an order with SAVOUREXPRESS.

2. HOW IT WORKS?

Friend Invitation

2.1 When you place an order on SAVOUREXPRESS during the Promotion Period (as defined below), you will receive a message and be able to invite your friends (the "Friends") to use SAVOUREXPRESS by email and social media (the "Invitation")

2.2 If you send the Invitation, your Friend will receive a $5 SAVOUREXPRESS voucher code (the "Voucher Code") which he/she will be able to redeem when he/she places their first order on SAVOUREXPRESS; the value of the SAVOUREXPRESS order must be valued at least $15 (to include delivery fee and HST but not driver tip). The Voucher Code can only be used when paying by credit card on SAVOUREXPRESS.

2.3 If your Friend places an order and completes their purchase on SAVOUREXPRESS, you will receive a $15 Voucher Code within 48 hours of your Friend placing his/her first order on SAVOUREXPRESS.

2.4 You and your Friends may invite as many friends, but the maximum value of the Voucher Code any participant in this promotion can earn is $300 worth of Voucher Codes.

SAVOUREXPRESS Invitation

2.5 If you click on an online $15 SAVOUREXPRESS Voucher code banner (which SAVOUREXPRESS has specifically sent to you), you will receive a Voucher Code which you will be able to redeem when you place your first order on SAVOUREXPRESS; the value of your SAVOUREXPRESS order must be valued at least $15 (to include delivery fee and HST but not driver tip). The Voucher Code can only be used when paying by credit card on SAVOUREXPRESS.

2.6 Upon completing your purchase on SAVOUREXPRESS, you will receive a message and be able to invite your friends (the "Friends") to use SAVOUREXPRESS by email and social media (the "Invitation")

2.7 If you send the Invitation, your Friend will receive a $5 SAVOUREXPRESS voucher code (the "Voucher Code") which he/she will be able to redeem when he/she places their first order on SAVOUREXPRESS; the value of the SAVOUREXPRESS order must be valued at least $15 (to include delivery fee and HST but not driver tip). The Voucher Code can only be used when paying by credit card on SAVOUREXPRESS.

2.8 If your Friend places an order and completes their purchase on SAVOUREXPRESS, you will receive a $15 Voucher Code within 48 hours of your Friend placing his/her first order on SAVOUREXPRESS.

2.9 You and your Friends may invite as many friends, but the maximum value of the Voucher Code any participant in this promotion can earn is $300 worth of Voucher Codes.

3. DURATION OF THE PROMOTION

3.1 Effective as of 31st October 2017 the "Invite a Friend" promotion will end and Customers will no longer be able to invite a friend to use SAVOUREXPRESS services in exchange for a $15 coupon.

4. GENERAL

4.1 The Voucher Codes may only be redeemed towards online orders from restaurants made through the Website.

4.2 The Voucher Codes must be applied to a registered SAVOUREXPRESS online customer account by no later than the deadline specified on the Voucher Code and will expire if not applied by this date.

4.3 The right to use the Voucher Code is personal to the original recipient and may not be transferred. No Voucher Code may be copied, reproduced, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the original recipient, or stored in a data retrieval system, without our prior written permission. In particular, the Voucher Code distributed or circulated without our written approval, for example on an Internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.

4.4 The Voucher Codes may not be used in conjunction with other vouchers or any other discounts or promotions provided or advertised from time to time.

4.5 The Voucher Codes may not be exchanged for cash.

4.6 We shall not be liable to any customer or household for any loss or claim arising out of the refusal, rejection, cancellation or withdrawal of any Voucher Codes or any failure or inability of a customer or household to use a Voucher Code for any reason.

4.7 We reserve the right, at any time and in our sole discretion, to add to or amend these terms and conditions in relation to the use of Voucher Codes or to vary or terminate the operation of this promotion at any time without notice.

VI. SAVOUREXPRESS Delivery Terms and Conditions

Restaurants will offer either a free delivery charge or a delivery fee indicated on the menu page. Please check the menu page for details of delivery charges for specific restaurants.

Delivery offers are valid in Canada only on orders placed through www.just-eat.ca that meet the minimum order value before tax indicated on the menu page.

This offer may be modified or discontinued at any time.

VII. Tylenol Cold and freshii Comfort Care Package Promotion

1. The Offer is available from 13th December 2016 until 11:59 [EST] December 31st 2016 (Excluding 24th and 25th December 2016).

2. Participants will need to complete a SAVOUREXPRESS order for $5 or more for freshii products at participating freshii restaurants to receive a complimentary hot bowl of regular spicy lemongrass soup from freshii and a CAD $5 TYLENOL® voucher from Johnson and Johnson (the "Voucher").

3. SAVOUREXPRESS menu pages will indicate which freshii locations are participating in this promotion.

​4. Please see back of Voucher for details of its terms of use.​