

Definitions: Customer, User and Services

The customer is an individual, partnership or corporate body who agrees to register with FoodNAL and agrees to be bound by its terms and conditions of trade at all times either acting as an individual or a duly authorised representative of a partnership or a corporate entity.

The programme "FoodNAL" is a product of RSL. RSL has ownership of all intellectual property rights in the programme and all users of the programme must first agree to be bound by the terms and conditions of RSL set out below.

Services rendered by RSL to the Customer include the provision and use of foodnai.com for the instant calculation of nutritional values, GDA (Guideline Daily Amounts), QUID (Quantitative Ingredient Declaration) and other food product labelling information. RSL will provide technical support by email it deems to be appropriate. RSL does not purport to be experts in nutritional advice and cannot offer help to that effect. RSL will use its best endeavours to provide reasonable technical support by email where it deems it to be appropriate. RSL does not purport to be an expert in nutritional advice and cannot give or offer advice to the customer.

The User shall mean that named person who is authorised to accept on behalf of the Customer all responsibilities and obligations contained in this agreement.

RSL shall be entitled to terminate the Customer's use of the services in circumstances where RSL believes that the Customer is in breach of the terms and conditions without any liability to RSL.

Conditions and responsibilities

RSL will use reasonable efforts to provide the Customer and Users access to its services. By registering with RSL, the Customer agrees to be responsible for the actions of Users.

RSL will provide help by email with technical issues arising from the use of its online programme. It will not provide advice on nutrition or health related questions.

The Customer will not abuse, adulterate or alter the programme in any way whatsoever and will not discover its source codes or copy its workings or structure, take copies from its data base or in any way seek to re-create the programme, or use the programme as a service to offer to third parties who are not party to these terms and conditions. The Customer shall not copy any of the ideas, features, functions or services offered by this website or in any way attempt to copy, rent, re-sell, distribute, lease or transfer rights for their own personal gain for which RSL has ownership of the intellectual property rights which embrace all aspects of the programme.

RSL will not be responsible for irrecoverable loss of data, intentional or accidental deletion of a recipe or data, data loss arising from computer viruses or corrupt hardware.

The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with these terms and conditions and only in compliance with all applicable laws (including but not

limited to policies and laws related to spamming, privacy, obscenity or defamation). The Customer hereby agrees to indemnify and keep indemnified RSL against any breach of these terms and conditions by way of damages, losses, liabilities, settlements and costs (including without limitation all legal and expert fees incurred by RSL) in any claim or action that arises from an alleged violation of the foregoing terms and conditions or any other breach of this Agreement, or otherwise arising from the Customer's use of the Services, or as a result of alleging that the Customer data infringes the intellectual property rights of, or has otherwise harmed those of either Red Hot or a third party. RSL may, at its discretion remove any such content or immediately prohibit or terminate the use of the services by the Customer. RSL accepts no responsibility for the accuracy or quality of customer data entered into this database and undertakes to use its best endeavours not to either negligently or intentionally enter incorrect data into the database.

The Customer agrees to abide by RSL's Privacy Policy as found in this website,

The Customer acknowledges that in providing the services RSL may, at its discretion, utilise certain trade names, domain names, product and service names and other technology which is owned or licenced to them and which the Customer must respect and comply with failing which RSL reserves the right to terminate the Customer's use of its services and RSL shall have the right to immediately terminate the Customer's use of the services in respect of any disclosed or anticipated breach of the terms of this agreement.

Confidentiality

RSL will not disclose the Customer's recipes, sub-recipes, Customer's ingredients or personal or business data to any third party and will not use this data for its own use. RSL agrees to store the Customer's data securely so that it cannot be accessed by other users or customers of RSL. RSL undertakes to encrypt all customers recipes so that they can only be accessed by the Customer. RSL accepts no responsibility for the use by other customers of the Customer's recipes in the event that they are within the public domain or become available to the public or is independently developed by a third party customer without access to the original customer's data

Notwithstanding the foregoing, RSL shall be entitled to use and provide access to the Customer data (including any food product, nutrition composition, data) supplied by the Customer for the Customer's own manufactured products which the Customer agrees to transfer to RSL for inclusion in its database

If a third party uses any proprietary information in breach of this section then the Customer shall have the right to seek injunctive relief to prevent further use of the data being acknowledged by the parties that a remedy in damages is inadequate.

Payment of Fees

All payments will be done via Stripe or PayPal. RSL reserves the right not to give any refund to customers wishing to cancel or downgrade their credit plan. This does not affect statutory rights.

Rights to Change Terms and Conditions without prior notification

RSL reserves the right to alter its terms and conditions without prior notification to the Customer.

Where the Customer has used up all his/her credits or his/her subscription period has finished, and has not re-purchased additional credit or subscription time, RSL will keep the Customer's account active for four years after which time the Customer's account will be terminated and all his/her recipes and sub-recipes will be deleted from RSL's servers

RSL reserves the right to terminate any account that has been inactive for five years.

The Customer may terminate their account with RSL at any time. In the event of termination no refund shall be given to the Customer for any unused credits

Termination of the Agreement may only be given by the Customer writing by email to RSL and termination will only be effective when RSL acknowledges receipt of the email

Fair use

RSL allows the free use of three recipes which is given in good faith as one trial to prospective customers. These recipes can not be used in conjunction with other promotions offered by RSL. However RSL reserves the right to terminate a trial account which it deems to have abused that trust. RSL prohibits the use of multiple trials by one user from one physical address, one IP address or by users from the same business entity.

Warranty and disclaimers

RSL shall make reasonable efforts to upkeep and maintain a level of service that is consistent with prevailing industry standards subject to minor errors and interruptions. Services may from time to time be interrupted by the need for program maintenance, updates and improvements or due to circumstances beyond the control of RSL. RSL will make reasonable efforts to notify Customers in advance of such actions

Red Hot draws nutrition information under license from the UK Food Standards Agencies, approved industry standard database namely McCance and Widdowson. Data is also drawn from the database provided by the United States Department of Agriculture (USDA) and also Red Hot's additional entries. Red Hot also draws data from other worldwide data sources and from specialist products produced by third parties. Red Hot takes data from an ingredient created by the Customer at 4¢ face value and will include the data into the calculation of the recipe. Red Hot accepts no responsibility for the accuracy of any data in its database

The Customers must use their own skills when using the programme and checking its

accuracy, RSL accepts no liability for the results derived from the Customer's entries onto the service.

No warranty is given by RSL to the Customer that the Services or any component thereof is free of error or that the Services meet any of

Customer's specific requirements, including Customer's compliance with any regulatory requirements. RSL does not hold itself out as an expert in any particular circumstance. Advice provided by RSL may not be current and may not be relied upon. The Customer is expressly advised to obtain appropriate expert advice relevant to the Customer's particular circumstances.

RSL makes no warranty that the results generated by the Services will be free from error. Before relying on the results generated by the Services in any circumstance, the Customers should evaluate for themselves the accuracy, completeness and relevance of the results for its purposes, and should obtain appropriate expert advice relevant to their particular circumstances. RSL gives no warranty express or implied that the results generated meet the Customer's specific requirements or are free from error.

The Customer agrees by signing these terms and conditions that they understand that food composition data is derived from an average of nutrient values from samples. The nutrient composition of foods and ingredients can vary substantially over different batches and RSL cannot give any warranty and give no warranty in respect of the accuracy of the information provided and that there are numerous factors including difference in brands and products, seasonal changes, processing practices and ingredient sourcing that can and do affect the results

LIMITATION OF LIABILITY

RSL AND ITS LICENSORS, OFFICERS AND AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR IN RESPECT OF ITS TERMS AND CONDITIONS RELATING THERETO UNDER ANY CONTRACT EITHER IN NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION FOR (A) ANY ERROR OR INTERRUPTION OF THE USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, DATA OR TECHNOLOGY OR FOR LOSS OF BUSINESS; (B) FOR ANY DIRECT OR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUCH ALLEGED BREACH HOWSOEVER ARISING; (C) FOR ANY MATTER THAT IS BEYOND THE ACTUAL OR REASONABLY FORESEEABLE CONTROL OF RSL, INCLUDING IN PARTICULAR IN CIRCUMSTANCES WHERE RSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNT THAT, TOGETHER WITH THE AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEEDS THE FEES PAID BY CUSTOMER TO RED HOT FOR THE SERVICES UNDER THIS AGREEMENT IN THE THREE MONTHS PRIOR TO THE ACT GIVING RISE TO THE LIABILITY.

THAT RSL AND THE CUSTOMER BOTH AGREE THAT THE TERMS AND CONDITIONS ARE FAIR AND REASONABLE AND THAT IN THE EVENT THAT ANY OF THE TERMS AND CONDITIONS ARE FOUND TO BE UNREASONABLE OR

UNENFORCEABLE AT LAW THEN THE.
PARTIES AGREE THAT A COURT OF COMPETENT JURISDICTION SHALL BE AUTHORISED TO RE-
WRITE OR DELETE SUCH TERMS SO.
THAT THE TERMS AND CONDITIONS ARE DEEMED TO BE FAIR AND REASONABLE AS BETWEEN THE
PARTIES.

IN THE EVENT THAT ANY TERM OF THE AGREEMENT IS DEEMED TO BE INVALID OR
UNENFORCEABLE IN LAW THEN THE EXCLUSION
OF THAT CLAUSE SHALL NOT RENDER THE REMAINDER OF THE TERMS AND CONDITIONS VOID OR
VOIDABLE.

THAT THE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE TERMS AND CONDITIONS AS BETWEEN
RSL AND THE CUSTOMER
AND THAT NO OTHER CONTRARY TERMS AND CONDITIONS SHALL BE INCORPORATED IN THE
CONTRACT OF SUPPLY BETWEEN
THE PARTIES.

