

SUPPLEMENTAL TERMS FOR INDEPENDENT SERVICES

These terms and conditions (the "**Supplemental Terms**") relate to the Independent Services (as defined below) provided by us, Preoday Limited, and are in addition to the terms of use for My Order App (the "**Agreement**"). By accepting these Supplemental Terms you agree to be bound by them. If you do not agree with these Supplemental Terms, you are unable to comply with these Supplemental Terms, or you do not have the power, right or authority to act on behalf of and bind your company, then you must not proceed with your order.

1 Structure and Definitions

- 1.1 Save as otherwise indicated, definitions in the Agreement shall apply to these Supplemental Terms.
- 1.2 Where any of these Supplemental Terms conflict with any terms from the Agreement, then the Supplemental Terms as set out below shall prevail.
- 1.3 "**Independent Services**" means the services set out in clause 3.1.

2 Term

These Supplemental Terms shall come into effect upon your acceptance of them (the "**Commencement Date**") and will continue in force for a minimum of twelve (12) months after which you may terminate them by giving us one (1) month's notice.

3 Our Services

- 3.1 In return for the fees set out in clause 5, we agree to provide the following services to you:
 - create, submit, manage and maintain your own branded app in the App Store, Google Play and Windows Phone Store;
 - manage and resolve any issues or queries; and
 - provide quarterly updates/changes to the app.
- 3.2 You acknowledge that whilst we will use our reasonable efforts to ensure the availability of your branded app in the application stores, we cannot guarantee its availability at all times.

4 Your Obligations

In order for us to provide the Independent Services to you, you must:

- 4.1 co-operate with us in all matters relating to the Independent Services, including but not limited to, providing to us, when requested, content, data and other information which we may reasonably require and ensuring that it is accurate in all material respects; and
- 4.2 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Independent Services and the use of any content, data or other information provided, in all cases prior to the Commencement Date.

5 Fees

- 5.1 The fees for the Independent Services are:
 - 5.1.1 £1,000 one-off fee; and
 - 5.1.2 £50 per month.
- 5.2 We will take payment of the £1,000 one-off fee by credit or debit card when you order the Independent Services from us.
- 5.3 We will then contact you each month after the Commencement Date to take payment of each monthly fee.
- 5.4 All fees relating to the Independent Services are exclusive of VAT, which will be added to the fees at the appropriate rate and payable by you.
- 5.5 Without prejudice to any other rights we may have, if you fail to pay us in accordance with this clause 5, we may suspend the Independent Services and remove your branded app from application stores until payment has been made in full.

6 Consequences of Termination

- 6.1 If these Supplemental Terms are terminated we shall remove your branded app from all application stores in which it is available to download. However, your branded app will still be available from within our My Order App.
- 6.2 For the avoidance of doubt the termination of these Supplemental Terms shall not affect the Agreement.