

## **SUPPLEMENTAL TERMS FOR WEB ORDER AND WEB ORDER PLUS SERVICES**

These terms and conditions (the "**Supplemental Terms**") relate to the Web Order and Web Order Plus 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 "**Web Order and Web Order Plus**" means the services set out in clause 3.1.

### **2 Term**

- 2.1 These Supplemental Terms come into effect upon your acceptance of them (the "**Commencement Date**") and will continue in force on a rolling one (1) month basis.
- 2.2 You may terminate these Supplemental Terms at any time 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 grant you a non-exclusive, non-transferable licence as set out below:
  - Web Order: branded website for customers to place orders online
  - Web Order Plus - branded website for customers to place orders online under your own domain name
- 3.2 You agree to indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in relation to any breach by you.

### **4 Your Obligations**

In order for us to provide the Web Order or Web Order Plus Services to you, you must:

- 4.1 co-operate with us in all matters relating to the Web Order or Web Order Plus 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 Web Order or Web Order Plus 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 Web Order Services are £20 per month. The fees for Web Order Plus Services are £25 per month.
- 5.2     We will take the first monthly payment by credit or debit card when you order the Web Order or Web Order Plus Services from us.
- 5.3     We will then contact you each month after the Commencement Date to take payment of each subsequent monthly fee.
- 5.4     All fees relating to the Web Order or Web Order Plus 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 Web Order or Web Order Plus Services until payment has been made in full.

## **6     Consequences of Termination**

- 6.1     If these Supplemental Terms are terminated your licence to use the Services as set out in clause 3.1 will also terminate.
- 6.2     If we terminate the Agreement or these Supplemental Terms because we no longer provide the Services or the Web Order or Web Order Plus Services, we will refund any sums received by us from you for any unexpired term.
- 6.3     For the avoidance of doubt the termination of these Supplemental Terms shall not affect the Agreement.