

# The Extra Dish

## Terms of Use and Conditions

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This document sets out the Terms and Conditions (“Terms”) on which you (“you” or “Foodie” or “User”) may use The Extra Dish (“TED”) website, which permits you to buy from Meals from Cooks (“Meals”) through the TED’s software service Platform (“Platform”).

Please read these Terms carefully before committing to use the Platform or services offered on the TED website. By using the Platform, you agree to comply with and be legally bound by these Terms, whether or not you become a registered User of the services. These Terms govern your access to and use of the Platform and constitute a binding legal agreement between you and TED.

You are advised to print and retain a copy of these Terms for your future reference.

These Terms may be subject to change from time to time, and accordingly you are advised to refer back to these Terms before registering on the Platform.

Part I contains general provisions which apply to all users of the Platform. Part II provisions will apply to you if you use the Platform as a “Foodie.”

### Part I: GENERAL PROVISIONS

#### A. About TED and the Platform

1. The Platform is owned and managed, operated and maintained by The Extra Dish Limited (“TED”), a company registered in England and Wales with company registration number 9302851, and having its registered address at c/o BSG Valentine - 7/12 Tavistock Square WC1 H9BQ, London, UK.
2. The Platform is an online marketplace offering where food lovers (“Foodies”) who wish to find homemade Meals can do so (“Orders”) from other Cooks (“Cooks”) who wish to share their cooking skills and Meals with Foodies. Foodies and Cooks can also create personal profiles (“Profiles”), communicate with other Cooks and Foodies, rate their experiences and use such other Services available on the Platform from time to time.
3. TED is entitled its own discretion to suspend the Platform for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any losses, damages, costs or expenses arising from or in connection with any suspension or unavailability of the Platform, including but not limited to preventing you from using the Platform or using any of the Services available on the Platform.
4. TED reserves the right to make any changes to the Platform including any functionalities and content therein or to discontinue any aspect of the same without notice to you.
5. TED relies on third party providers (such as network providers, data centres, telecommunication providers, delivery companies, packaging company) to make the Platform, the content therein, and the

Services available to you. Whilst TED takes all reasonable steps available to it to provide you with a good level of service, you acknowledge and agree that TED does not warrant that the Platform shall be uninterrupted or fault-free at all times. Therefore, TED shall not be liable in any way for any losses you may suffer as a result of delays or failures of the Services and Platform as a result of TED's service providers.

6. TED uses third party payment handlers to process your payment as presented on the TED website (hereinafter referred to as "Payment Handler").
  - a. The Payment Handler provides services for the issuing, use, and management of e-money. These services are offered on the Platform as a means of payment for TED. By signing up to TED, you agree to be bound by the Terms and Conditions of the Payment Handler.
  - b. The creation of a Foodies's account includes the creation of an "Account" as defined under the Terms and Conditions of Foodies. Acceptance of a TED order by a Cook constitutes a "Transaction" as defined under the Terms and Conditions of Foodies.
7. TED may be contacted at 3Climsland House, Duchy Street, SE1 8AF, London or by email at [hello@theextradish.com](mailto:hello@theextradish.com).

## B. Preliminary Information

1. By registering your details with TED as a User, you warrant that:
  - a. You are legally capable of entering into binding contracts;
  - b. You are at least 18 years old; and
  - c. You are not in any way prohibited by the applicable law in the jurisdiction, which you are currently located to enter into these Terms for the use of the Services and sale and/or purchase of Meals.

## C. Registration

1. In order to use the Platform, you will need to complete the online registration form and set up an account ("Account") as a Foodie.
2. You hereby warrant that the information you provide to TED is true, accurate and correct. You further warrant that you shall promptly notify TED in the event of any changes to such information.
3. By registering your details and applying to set up an Account, you consent to TED conducting verification and security procedures in respect of the information provided by you online. TED reserves the right to examine your Account application, including your register details, profiles, and offered Meals whenever it deems necessary, prior to, and after making a decision on your application.
4. Upon the completion and submission of the online registration form on the Platform, you shall be sent a verification email ("Verification Email") to the email address you provided on the registration form. This Verification Email will contain details of how to activate your Account. By signing up, you agree to the Terms of Use and Privacy Policy.
5. You shall keep your registration details for the Platform ("Login Details") confidential and secure.

6. TED reserves the right to accept or reject your application to register for any reason. TED also reserves the right to promptly disable your Login Details and suspend or terminate your access to the Platform for any or no reason. If there is no reason for the suspension or termination, then TED will reimburse you for the unused portion of the payment you have paid to TED, if any.

#### D. User Obligations

1. You agree that you are solely responsible and liable for all activities carried out by your use of the Platform.
2. You shall not submit to appear on the Platform through your use of the Services, any information, reviews, comments, images, third party URL links or other material whatsoever in any format ("User Submissions"), whether within your personal Profile, when rating or submitting a review in relation to another Foodie or Cook or elsewhere on the Platform that, in TED's reasonable opinion, may be deemed to be offensive, illegal, inappropriate or that in any way:
  - a. Promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - b. Harass or advocate harassment of another person;
  - c. Display pornographic or sexually explicit material;
  - d. Promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
  - e. Promote any illegal activities;
  - f. Provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
  - g. Promote or contain information that you know or believe to be inaccurate, false or misleading;
  - h. Engage in or promote commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising and pyramid schemes, without the prior written consent of TED; or
  - i. Infringe any rights of any third party.
3. You acknowledge that making a User Submission does not guarantee that such User Submission, or any part thereof, shall appear on the Platform whether or not the submission of such User Submission is part of the Services. You agree that TED may, at its sole discretion, choose to display or to remove any User Submission or any part of the same that you make on the Platform, and you hereby grant to TED a non-exclusive, perpetual, irrevocable, worldwide license to do so.
4. You warrant and represent that you own or are licensed to use any and all patents, trademarks (whether registrable or non-registrable), designs, rights in database, rights in software (including without limitation the source and object code), copyright and all proprietary rights ("Intellectual Property Rights") in all User Submissions that you make to the Platform as part of your use of the Services.
5. You hereby grant to TED a non-exclusive, irrevocable license to make the User Submissions available to other Users of the Platform.
6. If you feel that any User Submission made by another User is objectionable, please contact TED using the contact details set out on the Platform. TED shall use its reasonable endeavours to review the relevant User Submission as soon as is practicable and shall take such action as it deems necessary, if any at all.
7. You further agree that at all times, you shall:
  - a. Not use your Login Details with the intent of impersonating another person;
  - b. Not allow any other person to use your Login Details;

- c. Not use the information presented on the Platform or provided to you by TED for any commercial purposes;
  - d. Not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the Platform or in respect of the network;
  - e. Not infringe any rights of any third parties;
  - f. Contact TED at [hello@theextradish.com](mailto:hello@theextradish.com) immediately if you consider any User Submission posted by another User to breach any of the Terms herein;
  - g. Comply with all instructions and policies from TED from time to time in respect of the use of the Platform, the Services and the Platform;
  - h. Co-operate with any reasonable security or other checks or requests for information made by TED from time to time; and
  - i. Use the information made available to you on the Platform and through the Services at your own risk.
8. In the event that you have a dispute with any other User (Cook or Foodie or otherwise) of the Platform, you hereby release TED from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such dispute.

## E. Exclusion of Warranties and Ted's Limitation of Liability

1. You acknowledge and agree that where the Platform includes views, opinions, advice or recommendations, such views, opinions, advice and recommendations are not endorsed by TED and to the maximum extent permitted by law, TED excludes all liability for the accuracy, defamatory nature, completeness, timeliness, suitability or otherwise of such views, opinions, advice or recommendations.
2. TED uses reasonable effort to verify the contents of the TED website, with respect of any User Submission, Meals, or other information made available through your use of the Platform and the Services. However, TED does not warrant or guarantee the accuracy, correctness, reliability, suitability or at all in respect of any User Submission or any other information made available to you through your use of the Meals, the Services and/or the Platform. TED advises you not to rely on it to assist in making or refraining from making a decision, or to assist in deciding on a course or specific cause of action. If you so intend to use and/or rely upon any User Submission or any other information made available to you through your use of the Platform, the Services and/or the Platform, you do so at your own risk and liability.
3. To the maximum extent permitted by law, TED shall not be liable for losses that result from its failure to comply with these Terms that fall into the following categories:
  - a. Consequential, indirect or special losses;
  - b. Loss of profits, income or revenue;
  - c. Loss of savings or anticipated savings, interest or production;
  - d. Loss of business or business benefits;
  - e. Loss of contracts;
  - f. Loss of opportunity or expectations;
  - g. Loss of goodwill and/or reputation;
  - h. Loss of marketing and/or public relations time and/or opportunities;
  - i. Loss of data;
  - j. Loss of management or office time; or
  - k. Any other losses howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

4. Commentary and other materials posted on the Platform or provided by TED are not intended to amount to advice on which reliance should be placed. TED therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any User of the Platform, or by anyone who may be informed of any of its contents. Further, responsibility for decisions taken on the basis of information, suggestions and advice given to you by TED shall remain solely with you.
5. TED does not in any way participate nor shall it be liable in any way for whatever reason for any communication, transaction, meet-up, set-up or relationship between you and other Users outside of the Platform. TED therefore recommends you to take all safety precautions when, contacting, socializing and engaging in social gatherings or meetings, including without limitation with regard to the delivery of Meals, and with other Users, outside of the Platform.

## F. Intellectual Property Rights

1. TED and its licensors own all the intellectual property rights relating to the TED website, Services and Platform.
2. You are expressly prohibited from:
  - a. Reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Platform; and
  - b. Removing, modifying, altering or using any registered or unregistered marks/logos/designs owned by TED or its licensors, and doing anything which may be seen to take unfair advantage of the reputation and goodwill of TED or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to TED.
3. Provided that TED is unaware of any infringement of any third party intellectual property rights at the time you submit any User Submissions, TED shall not be liable in any way to you or any third party for any breach of such rights subsequently notified to you or TED.

## G. Privacy and Data Protection

1. TED complies with the United Kingdom laws and regulations in the performance of its obligations under these Terms. Please click [here](#) to view [TED's Privacy Policy](#). The Terms of the Privacy Policy form part of these Terms and you agree to be bound by them.

## H. Force Majeure

1. TED shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control ("Force Majeure Event").
2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond TED's reasonable control and includes in particular (without limitation) the following:
  - a. Strikes, lock-outs or other industrial action;
  - b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - e. Impossibility of the use of public or private telecommunications networks; and
  - f. The acts, decrees, legislation, regulations or restrictions of any government.
3. TED's performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and TED shall have an extension of time for performance for the duration of that period. TED will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms may be performed despite the Force Majeure Event.

## I. Complaints and Termination

1. If you wish to lodge a complaint about another User for breaching any of these Terms, you may do so by clicking on "Report Abuse" on the Platform or send TED details of your complaint by using the "Contact Us" form available on the Platform. TED will use its reasonable endeavours to respond to your complaints within a reasonable time and to take reasonable action, which it deems appropriate to resolve or rectify the subject matter of such complaints.
2. TED may suspend or terminate your use of the Services and/or Platform if:
  - a. Any of TED's third party communication network providers cease to make their services available to TED for any reason;
  - b. TED believes you or someone using your login details has failed to comply with one or more of these Terms;
  - c. TED believes there has been fraudulent use, misuse or abuse of the Services;
  - d. TED believes you have provided any false, inaccurate or misleading information.
3. On termination, your access to the Platform shall cease and TED may delete your Profile.

## J. General

1. If TED fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
2. A waiver by TED of any default shall not constitute a waiver of any subsequent default.
3. No waiver by TED of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
4. For the avoidance of doubt, references to 'writing' shall be deemed to include email.
5. TED reserves the right to use third party suppliers or sub-contractors at any time and in any way in respect of the performance of its obligations under these Terms.

6. If any of these Terms is 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 shall continue to be valid to the fullest extent permitted by law.
7. These Terms and any document expressly referred to in them represent the entire agreement between you and TED in respect of your use of the Platform and your purchase and use of the Platform and the Services, and shall supersede any prior agreement, understanding or arrangement between you and TED, whether oral or in writing.
8. You acknowledge that in entering into these Terms, you have not relied on any representation, undertaking or promise given by or implied from anything said or written whether on the Platform, the internet or in negotiation between you and TED except as expressly set out in these Terms.
9. TED may alter or amend our Terms by giving you reasonable notice. By continuing to use the Platform after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms. If, on receipt of such notice, you wish to terminate your access to the Platform, you may do so by giving us not less than 7 (seven) day's written notice, (which may be by e-mail), such termination to take effect on the date upon which the amended Terms would otherwise have come into effect.
10. These Terms are governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of these Terms.

## **Section II: FOODIES TERMS AND CONDITIONS**

### **A. INTRODUCTION**

1. Upon registration as a Foodie, and in consideration of your compliance with these terms and conditions, TED will provide you with the Foodie Services as described in this section II. You are a Foodie if you submit Orders through the Platform.

### **B. FOODIE SERVICES**

1. Subject to Section I, section A, paragraph 4 above, the Foodie Services will comprise of the following:
  - a. The facility to create a Profile page;
  - b. The ability to search for Cooks who have registered with the TED Website and have Meals available for Order;
  - c. The ability to communicate with other Foodies and Cooks using the TED Website;
  - d. The facility to review and rate the Cook;
  - e. Access to any other features and functionality for the Foodie Services provided by TED to Foodies from time to time.
2. You acknowledge and agree that all Orders are subject to acceptance by the Cooks. The contract for fulfillment of an Order is created between you and TED and the Cook which will only be formed once you

have received such acceptance. TED is not responsible for either party's performance under such a contract and TED makes no guarantee that the obligations of either party under the contract will be fulfilled.

### C. ADDITIONAL OBLIGATIONS AS A FOODIE

1. You must at all times use the Foodie Services and the TED Website in accordance with these Terms. In particular, all content and material uploaded to or forming part of your Profile must comply with the rules relating to User Submissions set out in Section A of these Terms.
2. As a Foodie, you are responsible for:
  - a. Ascertaining the identity of any Cook;
  - b. Verifying the Price of any Meal, which you acknowledge may fluctuate from time to time and will be determined at the Cook's sole discretion;
  - c. Ensuring you have sufficient information relating to any health & safety risks;
  - d. Any review or rating of Cooks to be fair, honest and reasonable; and
  - e. Verification of all information provided by the Cook in relation to any Meals provided, including the ingredients.
3. In using the Foodie Services, you must:
  - a. Not provide information (including in your Profile) which you know to be inaccurate, false, incomplete, untrue or is or may be deemed to be a misrepresentation of the facts;
  - b. Immediately notify TED in the event you have any reason to believe or suspect that a Cook or another Foodie has breached any of the terms under Section I or that any Cook Profile is not genuine, or is false, inaccurate and/or incomplete.

### D. REFUND POLICY

- a. No refunds. Dishes are to be paid for upon placement of the order by the Foodie. No cancellation by Foodie or refund are possible once the order has been placed.

### E. ADDITIONAL EXCLUSION OF WARRANTIES

1. You acknowledge and agree that the Foodie Services provided by TED are limited to providing you with a forum to attempt to source and connect with Cooks. When you use the Foodie Services, TED does not warrant or guarantee:
  - a. That you will find Meals suitable to your specific taste, dietary or other requirements;
  - b. The status of any Cook as a business or that they are compliant with any standards set by the Food Standards Agency;
  - c. The premises used by a Cook to prepare Meals are suitable for the cooking and preparing of Meals or, where applicable, registered with their local environmental health department;
    - i. That the Cooks' Profiles are genuine;
    - ii. That any information or documentation made available on a Cook's Profile (including but not limited to any recipes for the Meals) is authentic, valid, accurate or otherwise complete;
    - iii. The identity of the Cook using the TED Website.

2. TED is not responsible in any way for the quality of any Meals by the Cooks. Such Meals are to be provided by the Cooks in compliance with all applicable laws, rules, regulations and TEDs Terms of Use and Conditions.
3. You warrant that you will not purchase Meals or use the Services for any commercial purposes, including without limitation to sell Meals to consumers.
4. In the event there is a dispute between you and any Cook, or if the Meals provided by a Cook are not provided to a satisfactory standard or at all, you agree TED is not liable for anything (including but not limited to any loss, damage or personal injury) suffered or incurred by you in the course of receiving such Meals from a Cook, and you release and hold harmless TED from anything you may suffer or any liability in relation to such dispute.