



These Terms **EatClub Technologies Ltd**
Company Number: 16173637

The Terms, together with the Contract Details and the Glossary, form the Agreement under which EatClub (“**EatClub**”, “**we**”, “**us**” or “**our**”) provides its Services to the Restaurant (“**you**” or “**your**”) on its Platform.

1. EatClub’s Obligations

In providing the Services, EatClub will:

- i. list the Restaurant on the EatClub Platform, including any Affiliated Platforms;
- ii. provide the Restaurant access to dynamic pricing and deal-making software;
- iii. facilitate the receiving and passing of Transaction details to the Restaurant via the partner app or portal;
- iv. receive and process Transactions from Customers for Products through the Platform;
- v. in the case of Online Orders, notify the Customer when Products are ready for pick-up or consumption;
- vi. make the Restaurant available on the Platform for Offerless Transactions at all times the Restaurant is trading.
- vii. maintain and implement reasonable technical and organisational measures to ensure the security, integrity and confidentiality of all data transmitted via the Platform, in compliance with applicable data protection legislation, including the UK General Data Protection Regulation (“**UK GDPR**”) and the “**Data Protection Act 2018**.”

2. Restaurant’s Obligations

a) The Restaurant will:

- i. ensure that its EatClub profile is accurate, current and complete, including all relevant opening hours, menu details, images and contact information;
- ii. provide Customers who complete Transactions via the EatClub Platform with a dining experience that is consistent with that offered to regular Restaurant Customers;
- iii. ensure that a fully operational EPOS machine is available at all times to receive payment from Customers using the EatClub Card;
- iv. for Dine-in Offers and Online Orders, include on its menu all full-priced items, including drinks, with the exception of items already subject to discount (for example, items on happy hour, two-for-one deals or daily specials) provided that such exclusions are clearly communicated to the Customer in advance;
- v. be solely responsible and liable for addressing any Customer queries, claims and/or complaints in respect of the Products;
- vi. maintain, throughout the Term and any subsequent term, adequate insurance cover to address any potential liabilities arising under this Agreement;
- vii. take full responsibility for the timely removal of its Dine-in Offers and Online Orders, or promptly request that EatClub remove such offers, at times when it is unable to receive Customers (for example, due to unexpected closures or being fully booked). In instances where a an offer has been redeemed prior to such removal, the Restaurant shall honour the Transaction at all times. If the venue is closed when a Transaction is redeemed, EatClub reserves the right to charge a Service Fee



to cover compensation to the Customer. For the avoidance of doubt, this clause does not permit the Restaurant to opt out of Offerless Transactions.

- viii. the Restaurant will be available on the Platform for Offerless Transactions at all times during its regular trading hours, regardless of whether it has posted any Dine-in Offer or Online Order deals on the Platform.
- ix. the Restaurant acknowledges and agrees to participate in EatClub's Loyalty Program, under which Customers may earn Dining Credits through purchases at participating restaurants, retail partners (including but not limited to grocery, fashion, and lifestyle brands), and other affiliated merchants. Customers may redeem Dining Credits for value towards purchases at the Restaurant. When a Customer uses Dining Credits to pay for all or part of a Transaction, EatClub will settle with the Restaurant as if the Customer had paid full price, and the Restaurant will owe EatClub the applicable Service Fee on the full Transaction value. The cost of funding Dining Credits is borne entirely by EatClub.

b) The Restaurant acknowledges that:

- i. no contract exists, nor will at any time exist, between EatClub and the Customer for the supply or service of the Products;
- ii. upon Customer confirmation and processing of an Order or Transaction by EatClub, a Customer Contract is formed directly between the Restaurant and the Customer. The Restaurant shall advise EatClub in writing of any special terms and conditions that are incorporated into the Customer Contract;
- iii. from time to time, EatClub may offer discounts in any form, points, incentives or other benefits (including through Offerless Transactions) to encourage Customers to use its Platform. The cost of such discounts will be borne by EatClub, and the Restaurant shall not be subject to any increase in the Service Fee payable or a reduction in the Remitted Fees received as a result of such discount offers unless otherwise agreed in writing;
- iv. the sole and exclusive obligation to supply Orders to Customers arises solely from the Customer Contract and EatClub assumes no responsibility for the fulfilment of such Orders;
- v. the Restaurant remains solely responsible for determining the availability and supply of its Products in accordance with each Order;
- vi. the Restaurant represents and warrants that it complies with all applicable modern slavery and human trafficking legislation and that no part of its operations or supply chain involves any form of forced, compulsory or coerced labour.

c) The Restaurant consents to EatClub listing the Restaurant on affiliated and white-label platforms operated by EatClub's partners, and marketing the Restaurant's profile and offers across these channels. The Restaurant's obligations under this Agreement, including the Service Fee payable and all other commercial terms, remain identical regardless of which platform, channel, or Affiliated Platform the Customer uses to access the Restaurant. For the avoidance of doubt, the Restaurant is bound by these Terms regardless of whether a Transaction originates from the EatClub-branded Platform, a white-label partner platform, or any Affiliated Platform

3. Fees, Float Amount and Payment



- a) EatClub will charge the applicable Set-up Fee by Direct Debit or Credit Card on the Commencement Date from the nominated account. In the event of an unsuccessful payment, EatClub reserves the right to deduct the fee from funds subsequently remitted to the Restaurant in accordance with these Terms.
- b) EatClub may charge a pre-authorisation fee of £1 as a temporary hold to validate any provided credit card details.
- c) EatClub reserves the right to disable the Restaurant's access to the Platform in the event of nonpayment.
- d) In cases of Dine-In Offers, the Customer will pay the full, undiscounted bill at the Restaurant using the EatClub Card. The Restaurant shall thereafter owe EatClub the Float Amount and Service Fee for such walk-ins, which will be settled on a weekly basis in the Settlement.
- e) In cases of Offerless Transactions, the Customer will pay the full price for Products at the Restaurant. The Restaurant shall thereafter owe EatClub only the Service Fee (no Float Amount applies) for such Offerless Transactions, which will be settled on a weekly basis in the Settlement.
- f) Where a Customer uses Dining Credits to pay for all or part of a Transaction, EatClub will remit to the Restaurant the full value of the Products purchased (less any applicable Discount for Dine-in Offers or Online Orders), as if the Customer had paid in full. The Restaurant shall owe EatClub the Service Fee calculated on the total Transaction value. The funding of Dining Credits is borne entirely by EatClub and does not affect the Restaurant's entitlement to payment or obligation to pay Service Fees
- g) EatClub will issue a weekly Settlement detailing all Transactions, including walk-in transactions, earnings, Online Orders, Float Amounts (for Dine-in Offers only), Service Fees, Membership Fees and, where applicable, Sign-up Fees for the previous period (**Monday to Sunday**). Any outstanding balance shall be collected from the Restaurant using the selected payment method (**Credit Card or Direct Debit**), or where a surplus exists, a payout shall be made to the Restaurant.
- h) For Restaurants subscribed to the Standard and Branded plans, a Monthly Membership Fee will be charged in advance on a monthly cycle via direct debit or credit card. Such fees will appear on the weekly Settlement.
- i) For Dine-in Offers and Online Orders, the Restaurant shall be liable for the percentage offer posted or agreed to be posted on the EatClub Platform if redeemed by a Customer or an affiliated Customer. If the percentage redeemed differs from the posted or agreed percentage, EatClub shall absorb or benefit from the difference. For Offerless Transactions, the Restaurant has no obligation to provide any Discount.
- j) In the event that a payment attempt made by EatClub against the Restaurant's nominated payment method is declined, and no valid alternative payment details are available, EatClub may charge a Dishonour Fee for each failed transaction.
- k) If any undisputed amount payable to EatClub remains outstanding for longer than four (4) weeks and no alternative payment arrangement has been agreed in writing between both parties, EatClub may charge interest on the overdue amount at a rate of 8% per annum, calculated daily until payment is received in full.
- l) EatClub reserves the right to modify or vary any offers posted by the Restaurant for business purposes, including adjustments to discount rates, deal durations, or other offer parameters.



m) Credit Rebates: EatClub may, at its discretion, provide Credit Rebates to the Restaurant. Credit Rebates are non-transferable credits applied to the Restaurant's account that may be used towards EatClub-related expenditures in accordance with this Agreement.

n) Dining Credit Rebate: EatClub may from time to time grant a Dining Credit Rebate to reward loyalty on the Platform, either pursuant to an agreement or at EatClub's sole discretion. Dining Credit Rebates may only be applied towards specific loyalty offers reflected in the partner portal, or towards new Settlements. When applied to Settlements, the Dining Credit Rebate shall only offset EatClub fees and shall not apply to Float Amounts. A Dining Credit Rebate will become available nine (9) weeks after it has been accrued and may be spent in the tenth (10th) week following accrual. Dining Credit Rebates cannot be redeemed in cash.

o) Refund Credit Rebate: EatClub may, as compensation agreed with the Restaurant, grant a Refund Credit Rebate. Refund Credit Rebates may be used immediately and may be applied to the full Settlement amount (including Float Amounts) or any other expenses on the Platform, as specified by EatClub.

4. Changes, Cancellations, No-Shows and Refunds

a) If EatClub is required to refund any amount to a Customer (for example, due to a Problem Order), the Restaurant acknowledges that the Gross Food Value for that Problem Order shall be deducted from the amount payable to the Restaurant for the relevant Payment Period, and no payment shall be made for that Problem Order.

b) Should EatClub have already remitted payment for a Problem Order's Gross Food Value, the Restaurant must, upon demand, reimburse EatClub the corresponding amount. Alternatively, EatClub may, upon providing written notice, offset the amount owed against any subsequent amounts payable to the Restaurant.

c) In circumstances where a Customer attends the Restaurant at the time of their Transaction but the venue is closed, EatClub reserves the right to levy a £5 Service Fee to cover compensation to the Customer.

5. Privacy

a) All personal information that we collect, process and retain shall be handled in accordance with the applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

b) For complete details regarding the collection, processing, storage and retention of personal data—including the purposes for which personal data is used, the legal bases, the rights of data subjects and any personal data sharing arrangements—please refer to EatClub's Privacy Policy, which is incorporated herein by reference.

6. Warranties and Indemnity

a) EatClub represents, warrants and undertakes that it will provide the Services with reasonable care and skill.

b) The Restaurant represents, warrants and undertakes that:

- i. it will perform the Restaurant Services with all due care, skill and diligence;



- ii. all Products supplied shall be of excellent quality, prepared to best industry standards and fully compliant with all Applicable Laws and Regulations (including, without limitation, those relating to food safety, packaging, handling, and any food and beverage or health and safety legislation);
- iii. the premises where the Products are produced comply with all Applicable Laws and Regulations;
- iv. it holds all necessary licenses, permissions and consents required to perform the Restaurant Services and its obligations under this Agreement;
- iv. any marketing or promotional materials provided to EatClub for use on the Platform comply with all Applicable Laws and Regulations, including the Consumer Rights Act 2015;
- v. if the Restaurant ceases operations, experiences a material interruption or is otherwise unable to supply Products or fulfil obligations under any Customer Contract, it will immediately inform EatClub in writing;
- vi. it complies with all applicable food safety, hygiene and allergen labelling requirements; and
- vii. it acknowledges that EatClub operates solely as an awards and promotional platform and shall have no liability for any adverse food safety incidents, including allergic reactions or any other adverse health effects resulting from the consumption of the Restaurant's Products. The Restaurant remains solely responsible for ensuring that its Products meet all relevant safety and labelling standards.

c) The Restaurant shall indemnify and hold harmless EatClub, its affiliates, employees and agents from and against any losses, damages, claims, liabilities, costs and expenses (including legal costs) arising from the Restaurant's breach of any of the warranties or obligations set out in this Clause 6 or from any actions or omissions of the Restaurant in connection with this Agreement.

d) EatClub does not guarantee that the Services or the Platform (including any associated portals, software, hardware or other components) will be free from defects or malfunctions. In the event of any errors, EatClub will use its best endeavours to resolve such issues promptly and shall not be liable for any resulting losses.

7. Marketing Materials and Intellectual Property

a) The Restaurant agrees that its name, address, a brief slogan and one or more photographs may be published online by EatClub on the Platform or any affiliated channels to identify it as an EatClub partner restaurant.

b) The Restaurant grants EatClub a non-exclusive, royalty-free licence to advertise the Restaurant and any associated offers, or variations of those offers, on the EatClub Platform, on Facebook, Google and other relevant online or offline channels, including any affiliated third-party rewards or offer networks.

c) All intellectual property rights in the marketing materials and any other content arising from the provision of the Services shall remain the exclusive property of EatClub. Notwithstanding the foregoing, this Agreement does not affect pre-existing intellectual property rights owned or created by either party or any third party.

d) Each party grants the other a non-exclusive, royalty-free, irrevocable licence to use, copy, modify, reproduce and sub-license any intellectual property provided under this Clause solely for the purposes of performing its obligations under this Agreement.

e) The Restaurant warrants that it holds all necessary rights, consents and licences for the use of any intellectual property it provides to EatClub and that such use will not infringe any third-party rights. In the event of any infringement, the Restaurant shall either promptly procure the necessary rights or replace or



modify the relevant material so that no infringement occurs and shall indemnify EatClub against any losses arising from such infringement.

f) The Restaurant acknowledges and consents that EatClub may send marketing communications regarding new products, services, promotional offers, and other information of relevance. By entering into this Agreement, the Restaurant agrees to receive such communications from EatClub. The Restaurant may withdraw its consent or modify its marketing preferences at any time by providing written notice or by updating its account settings. This consent does not affect any other lawful processing of personal data by EatClub and is subject to applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

8. Term and Termination

a) This Agreement shall commence on the Commencement Date and continue in full force unless terminated in accordance with the provisions set forth herein.

b) EatClub may terminate this Agreement immediately and without prior notice in the event of a material breach by the Restaurant or where continuation of the Agreement is commercially impracticable, subject to any applicable statutory rights.

c) The Restaurant may terminate this Agreement by providing written notice with a minimum notice period of 30 days.

d) Either party may terminate this Agreement with immediate effect by serving written notice on the other party if a material breach occurs which is not capable of remedy, or if a remediable material breach is not remedied within 5 Business Days after written notice specifying the breach has been provided.

e) Upon termination or expiry of this Agreement, (i) any accrued rights, remedies, obligations and liabilities of the parties shall survive, including the right to claim damages in respect of any breach existing at or before termination, and (ii) clauses expressly intended to survive termination shall remain in full force and effect.

9. Confidentiality

a) Each party, including its employees, agents and subcontractors, shall keep all Confidential Information of the other party strictly confidential. Confidential Information shall only be disclosed where necessary for the performance of this Agreement or as required by law, regulation or a court of competent jurisdiction. Any such disclosure shall be subject to confidentiality obligations that are at least as protective as those provided herein.

b) The obligations of confidentiality in this Clause shall survive termination of this Agreement.

10. Limitation of Liability

a) Except as otherwise provided in relation to any Non-Excludable Conditions, EatClub shall not be liable to the Restaurant, whether in contract, tort (including negligence) or otherwise, for any indirect, consequential loss or loss of profit arising under or in connection with this Agreement.

b) In respect of all other liabilities, EatClub's total aggregate liability shall in no event exceed the total Service Fees paid by the Restaurant in the Payment Period immediately preceding the event giving rise to the liability.



c) EatClub's total liability for any breach of any Non-Excludable Condition (other than a Non-Excludable Condition that may not be limited by law) shall, at EatClub's option, be limited to resupplying, replacing or repairing the Services (or the cost thereof) or supplying the Services again.

d) Notwithstanding any provision to the contrary, EatClub shall not be liable for any adverse food safety incidents, including allergic reactions or other adverse health effects, experienced by a Customer as a result of consuming Products provided by the Restaurant. The Restaurant remains solely responsible for ensuring that its Products comply with all applicable food safety and allergen labelling requirements.

11. Restaurant Compliance Obligations

a) The Restaurant shall ensure compliance with all applicable legislation, including but not limited to labour laws, anti-slavery provisions and anti-bribery and corruption regulations, and any relevant codes or guidelines.

b) In the event of any suspected or actual breach by the Restaurant or any Representative thereof of any applicable labour, anti-slavery or anti-bribery and corruption provisions, EatClub shall have the right, after providing at least 24 hours' written notice, to audit the Restaurant's records (including payroll, tax returns, receipts and expenses) at the Restaurant's cost.

c) The Restaurant shall immediately inform EatClub in writing should it or any Representative become subject to any investigation by a relevant authority in relation to any potential or actual breach of these obligations.

d) The Restaurant further represents and warrants that it complies with all applicable modern slavery and human trafficking legislation, including the Modern Slavery Act 2015, and that no part of its operations or supply chain involves any form of forced, compulsory or coerced labour.

12. Consumer Protection

a) The Restaurant acknowledges that Customers are protected by statutory consumer protection laws, including but not limited to the Consumer Rights Act 2015.

b) Nothing in this Agreement shall affect or limit the statutory rights of Customers under such legislation.

c) The Restaurant shall promptly and effectively address any Customer complaints related to product quality or service and shall take all necessary remedial measures in accordance with applicable law.

13. Data Protection and Security

a) EatClub is committed to protecting the confidentiality, integrity and security of personal data in accordance with applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

b) The Restaurant shall process any personal data received in connection with this Agreement strictly in accordance with all applicable data protection laws and EatClub's Privacy Policy.

c) Each party shall implement appropriate technical and organisational measures to safeguard personal data against unauthorised or unlawful processing, accidental loss, destruction or damage.

14. Fair Contract Terms



- a) This Agreement has been freely negotiated by both parties and is intended to be fair, transparent and balanced.
- b) The provisions herein shall be interpreted in accordance with applicable legislation governing unfair contract terms, including the Unfair Contract Terms Act 1977.
- c) In the event of any inconsistency between this Agreement and any statutory consumer protection rights, the statutory rights shall prevail.

15. Modern Slavery and Human Trafficking

- a) The Restaurant confirms that it complies with all applicable laws relating to modern slavery and human trafficking, including the Modern Slavery Act 2015.
- b) The Restaurant warrants that none of its business operations or any part of its supply chain involves forced, compulsory or coerced labour.
- c) The Restaurant shall immediately notify EatClub in writing of any potential or actual breaches of this provision and shall fully cooperate with any subsequent investigation.

16. Dispute Resolution

- a) The parties agree to make every effort to resolve any disputes arising out of or in connection with this Agreement amicably and in good faith.
- b) If a dispute cannot be resolved through negotiation within 30 days, the parties shall refer the matter to mediation in accordance with mutually agreed procedures.
- c) Should mediation fail to resolve the dispute, either party may submit the dispute to the exclusive jurisdiction of the courts of England and Wales.
- d) Notwithstanding the foregoing, either party may seek urgent interlocutory relief from any court of competent jurisdiction.

Glossary

For the purposes of this Agreement, the following definitions apply:

“Agreement” means the Contract Details, Glossary and these Terms & Conditions forming the complete agreement between EatClub and the Restaurant.

“Affiliated Platform” means any third-party platforms through which EatClub makes the Restaurant available to Customers, including, without limitation, white-label partnerships, loyalty and rewards programs, retail partner networks and other third-party channels.

“Applicable Laws and Regulations” means all laws, statutes, regulations, edicts, by-laws, mandatory codes of conduct, standards and guidelines (whether local, national, international or otherwise) to which a party is subject, including but not limited to the UK Food Standards Code.

“Commencement Date” means the date on which this Agreement is duly executed by both parties.

“Competitor” means any business that provides services substantially similar to those provided by EatClub.

“Confidential Information” means all technical or commercial know-how, specifications, inventions, processes or initiatives that are confidential in nature, including these Terms & Conditions.

“Contract Details” means the specific details set forth in the initial pages of this Agreement.



“**Credit Rebate**” means a non-transferable credit applied by EatClub to the Restaurant’s account that may be used towards EatClub-related expenditures in accordance with this Agreement. Credit Rebates may take the form of Dining Credit Rebates or Refund Credit Rebates.

“**Customer**” means a person who initiates a Transaction via the EatClub Platform.

“**Customer Contract**” means the contract directly formed between the Restaurant and the Customer for the supply of an Order.

“**Dining Credit**” means the non-monetary credits issued by EatClub to Customers through the Loyalty Program, which may be earned through purchases at participating restaurants, retail partners (including grocery, fashion, lifestyle, and other affiliated merchants), and redeemed for value towards Transactions. Dining Credits have no cash value, cannot be transferred or exchanged for cash, and may only be redeemed through the Platform in accordance with EatClub's terms and conditions as amended from time to time.

“**Dining Credit Rebate**” means a Credit Rebate granted by EatClub to reward loyalty on the Platform, which may only be used on specific loyalty offers in the partner portal or towards EatClub fees in Settlements, becomes available in the tenth (10th) week following accrual, and cannot be redeemed in cash.

“**Discount**” means any price reduction offered to a Customer by a Restaurant, including any additional discount (for example, an extra 10% discount offered by EatClub) applicable to a Transaction. For the avoidance of doubt, this does not include points, incentives, or benefits provided solely by EatClub to Customers on Offerless Transactions

“**Dine-in Offer**” means a walk-in Transaction where the Customer places an order for dine-in service and the Restaurant provides a Discount to the Customer.

“**Dishonour Fee**” means a fee of £15 charged by EatClub to the Restaurant for each failed payment attempt where no valid alternative payment details are available.

“**EatClub**” means EatClub Technologies Ltd.

“**EatClub Card**” means the digital prepaid card funded by EatClub, used by Customers to settle their bill at the Restaurant.

“**Fees**” means the Order Price less any applicable Discount.

“**Float Amount**” means the monetary amount temporarily provided by EatClub to the Restaurant corresponding to the discount offered to the Customer for a Transaction. For the avoidance of doubt, no Float Amount applies to Offerless Transactions.

“**Gross Food Value**” means the total amount received by the Restaurant from Customers for Products, calculated as the Order Price less any applied Discounts.

“**Loyalty Program**” means EatClub's customer loyalty and rewards program through which Customers may earn Dining Credits by making purchases at participating restaurants, retail partners (including grocery, fashion, lifestyle, and other affiliated merchants), and redeem those credits for value towards future Transactions on the Platform.

“**Monthly Membership**” means the fee payable by the Restaurant on a monthly basis for access to the Platform to post Deals.

“**Non-Excludable Conditions**” means those conditions, warranties or guarantees (including under the Consumer Rights Act 2015 or similar legislation) which cannot be excluded or limited by law.

“**Non-Preferred Partner**” means a Restaurant designated as a Non-Preferred Partner in the Contract Details.

“**Offerless Transaction**” means a Transaction (whether walk-in or online) where the Customer receives points, incentives, or other benefits provided solely by EatClub, with no Discount or special offer provided



by the Restaurant. The Restaurant receives full payment for the Products supplied in an Offerless Transaction.

“Online Order” means an online Transaction where the Customer places an order for Products through the Platform for pickup or dine-in, and the Restaurant provides a Discount to the Customer.

“Payment Period” means the end of each period (as specified by EatClub) for which the Settlement is calculated.

“Platform” means the EatClub websites, mobile applications and any other digital interface through which the Services are provided, including white-labelled or Affiliated Platforms.

“Preferred Partner” means a Restaurant designated as a Preferred Partner in the Contract Details.

“Problem Order” means an Order for which the Customer did not receive the advertised Discount in whole or in part.

“Processing Fee” means the fee of 1.75% (processing and weekly payment fee) charged by EatClub’s payment partner **Airwallex** over the Gross Food Value.

“Products” means the food, beverages and any other items available for order by Customers from the Restaurant on the Platform.

“Policies” means the policies published by EatClub on the Platform, including but not limited to the Privacy Policy, and any additional policies enacted from time to time.

“Refund Credit Rebate” means a Credit Rebate granted by EatClub as a form of compensation agreed with the Restaurant, which may be used immediately and applied towards Settlements or other EatClub-related expenses.

“Remitted Fees” means the amount remaining after deducting the Service Fee and Processing Fee (and any other applicable fees or adjustments) from the Order Price after any Discount.

“Restaurant” means the entity identified in the Contract Details that has entered into this Agreement with EatClub.

“Restaurant Services” means the services to be provided by the Restaurant as set forth in Clause 2 of this Agreement.

“Service Fee” means the fee specified in the Contract Details payable by the Restaurant for each Transaction processed through the Platform, whether a Dine-in Offer, Online Order, or Offerless Transaction.

“Services” means the processing of Transactions and the provision of promotional and marketing services by EatClub to participating Restaurants on its Platform.

“Set-up Fee” means the fee specified in the Contract Details payable upon commencement of the Agreement.

“Settlement” means the weekly statement provided by EatClub detailing all Transactions (including Dine-in Offers, Online Orders, and Offerless Transactions), Float Amounts (for Dine-in Offers only), Service Fees, and any other applicable fees or adjustments.

“Transaction” means any purchase of Products by a Customer facilitated through the Platform, including Dine-in Offers, Online Orders, and Offerless Transactions.

“Voucher” means the electronic voucher generated for a Customer upon initiation of a Transaction, indicating the time and Discount offered by the Restaurant.

Rules of Interpretation

In this Agreement and all associated Policies, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa, and any reference to a gender includes references to other genders;
- (b) any other grammatical form of a defined word or expression shall have a corresponding meaning;



- (c) any reference to a document or instrument includes any version as novated, altered, supplemented or replaced from time to time;
- (d) any reference to “**UK£**”, “**pound**” or “**£**” refers to United Kingdom currency;
- (e) any reference to time is to London, United Kingdom time;
- (f) any reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency, or any other entity;
- (g) any reference to a statute, ordinance, code or other law includes any regulations or instruments made thereunder, including any amendments or replacements;
- (h) general words are not limited by specific examples introduced by including, for example, or similar expressions;
- (i) headings are for ease of reference only and shall not affect interpretation;
- (j) any agreement, representation, warranty or indemnity in favour of two or more parties is for their joint and several benefit;
- (k) no rule of construction shall apply to the disadvantage of a party solely because that party was responsible for drafting this Agreement.