



Teek it Terms & Conditions

These terms apply to your access to and use of Delivery Service on www.Teekit.co.uk and our mobile app (the **Platform**). This service is provided by **Teek it** or **us** (Teek it Ltd company number 13274154). Teek it Ltd's registered address is 25 Leeming Road, Borehamwood, London, England, WD6 4EB.

By clicking "**Accept**" or by accepting a Delivery order on the Platform you confirm that:

- You have authority to do so and to bind the person or company you are accepting for.
- You accept our offer to provide the Delivery Service on these terms.
- You agree to and will comply in full with these terms.
- Your satisfactory completion of certain checks (including ID) required by Teek it from time to time is a condition of this contract coming into effect.

This forms a contract between you and Teek it , which commences on the later of the date of your acceptance and the date on which you have completed Teek it 's onboarding checks from time to time to Teek it 's satisfaction. You should save a copy of these terms for your records. We may make changes to these terms, so check back here from time to time. We'll notify you of material changes before they happen. If you access or use the Delivery Service after being notified of a change, you're deemed to have accepted that change.

You can procure other services (e.g. Marketplace+, or Pickup) from Teek it by agreeing and entering into a separate contract with us. Each additional contract entered into by you and Teek it shall form a separate agreement.

If you have questions about these terms or our Delivery Service please contact us through Store Hub, either by submitting a "Help" form or by using Live Chat. You may also find answers to your questions.

If we need to contact you, we'll do so via the email address you have provided to us.

What is Delivery Service

Through its Delivery Service, Teek it will provide you with a real-time ordering process that enables customers to place orders with you for delivery on the Platform in the UK (**Delivery Orders**) from the site/s that you have chosen and we that have agreed to provide Delivery Services to (the **Sites**). We may agree to amend the Sites from time to time. Teek it will also provide Delivery Services and Customer Support Services for your Delivery Orders - see more on this below.

By signing up to Delivery Service, you authorise Teek it to act as your Partner to solicit, promote and conclude contracts for Delivery Service orders in your name and



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on your behalf, and to collect customer payments owed to you in respect of those orders.

Customer payments made in respect of orders placed with you through the Delivery Service will be held by Teek it on your behalf; payment to Teek it settles the customer's payment obligation to you for these orders.

Delivery Service Fees

Your use of Delivery Service is subject to our applicable service fee from time to time. Our service fee is calculated as a percentage of GMV (inclusive of VAT) per order, plus VAT at the prevailing rate (**Delivery Service Fee**).

We will pay you an amount equal to the GMV for your Delivery Orders during the relevant payment period, less the Delivery Service Fee, less any relevant adjustments for refunds paid to customers during the relevant payment period.

You will receive payments from us in accordance with our payment terms applicable in the country you operate in from time to time. We'll make this payment by electronic bank transfer to the bank account you have nominated. You must cooperate with us so that we can comply with our VAT accounting obligations.

What we will do

- If you are new to Teek it , when you accept these terms we will onboard you onto our Platform (including, if applicable, providing the equipment to you - see below). You agree that we may subcontract part of the onboarding process.
- We will, subject to our rights to suspend your use of Delivery Service under these terms, display your site/s and inventory items on the Platform as available for Delivery Orders.
- We will facilitate and implement a real-time ordering process which will enable customers to place and pay for Delivery Orders on the Platform.
- Provide support services for customers to deal with complaints or enquiries relating to Delivery Orders (**Customer Support Service**) through a professionally manned contact centre at no further cost to you.
- Procure the delivery of Delivery Orders from you to the customer (**Delivery Services**) using delivery riders authorised by Teek it to carry out the Delivery Services (**Riders**).

What you must do

You must:

Onboarding and set-up



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- Provide all information, materials and assistance reasonably required by Teek it to onboard you to the Platform or launch Delivery Service for you. You must ensure that the information you provide to Teek it and customers in or in respect of your use of Delivery Service is complete and accurate in all material respects.
- If you are new to the Platform, provide us with accurate descriptions of inventory items to be offered in Delivery Service (including any relevant allergen advice and applicable VAT amounts). You agree that

(a) We may make limited and reasonable edits to inventory item descriptions from time to time (including where legally required); and

(b) To ensure a great customer experience the prices for the inventory items you provide for display on the Platform should be the same as the prices for inventory items published in your dine-in or in-store inventory.

- Display any Delivery Service signage provided by Teek it in accordance with our instructions.

Use of Delivery Service

- Keep your inventory up to date - by giving us at least three days' notice of changes you require us to make for you or by making your own changes through Inventory Manager.
- Ensure that all relevant inventory items are available to be ordered by a customer in a Delivery Order during your opening hours, and accept and reject Delivery Service orders as appropriate. Each Delivery Order must meet the applicable minimum Delivery Order value from time to time - if it doesn't, Teek it may charge customers an additional fee.
- Ensure that Delivery Orders are prepared using all due skill, care and diligence in line with best practice in your industry.
- Ensure that all Delivery Orders are packaged in a way that avoids tampering, minimises spillages, and maintains the order at an appropriate temperature.
- Prepare Delivery Orders promptly, accurately and in accordance with the timescales communicated via the Platform. In particular, you must ensure that inventory items:



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(a) correspond with the descriptions on the Platform (including indications that particular inventory items are gluten free, nut free, or are suitable for vegetarians and/or vegans);

(b) are not harmful to health or the environment;

© are safely, securely and appropriately packaged at all times (including as reasonably required to withstand delivery); and

- Take account of any information relating to customer allergies provided with the Delivery Order.
- Ensure that Delivery Orders are available for collection by our Riders in a timely manner.
- Ensure that the order number on the Delivery Order packaging corresponds with the order number provided by Teek it before the Delivery Order is handed over to the relevant Rider.
- Provide each customer with an official receipt for their Delivery Order (and a VAT receipt, if applicable) if requested.

Service Standards

- Use reasonable endeavours to reject less than 1% of Delivery Orders received through the Platform.
- Use reasonable endeavours to ensure that Delivery Orders are available for collection by our Riders at the time communicated on the Platform and to keep Riders waiting for Delivery Orders for no longer than five minutes.
- Use reasonable endeavours to ensure that no more than 1% of Delivery Orders contain errors.
- You should be available for orders for 98% of your opening hours on the Platform.

General Requirements

- Maintain the security and confidentiality of any access credentials we provide to you at all times. You are responsible for the actions of any person using your access credentials.
- Comply with all applicable laws and licensing, registration and approvals requirements at all times, and any and all Teek it policies made available to you from time to time.



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- Without prejudice to your general obligation above, you warrant that you have not and will not do anything that breaches any applicable code and/or sanction relating to the prevention or prohibition of bribery, money laundering and similar activities. You must immediately notify Teek it if you become aware of any breach of this clause.
- Without prejudice to your general obligation above, you shall comply, and procure that all of your employees, contractors, Partners and representatives comply, with applicable anti-slavery laws, as relevant to your use of Delivery Service and your fulfilment of Delivery Orders. You must use reasonable endeavours on a continuing basis to ensure that no form of slavery is takes place in your supply chains.
- Cooperate with Teek it and provide, in a timely manner, such assistance and information as Teek it may reasonably require.

Equipment and joining fees

You will need a tablet and a printer to start accepting Delivery Orders. If you're an existing customer, you can use your existing equipment.

For new customers, when signing up you will be given two options for equipment (you can find the latest pricing for each on our sign-up pages). Each option is subject to a one-off joining fee.

- You can use your own device (which you are responsible for obtaining and maintaining).
- You can lease a Teek it device. The risk in the device passes from us to you upon installation. We retain title to the device at all times. You must let us know of any faults with, or damage to, the device and give us access to your site during normal business hours to inspect, clean, repair, replace or remove the device. We may charge a reasonable fee for repairing or replacing a device. You must comply with our Equipment Policy.

We will make software available to you to use on the equipment so that you can use Delivery Service. This software constitutes Teek it IP (see below) and it remains our property at all times. You must promptly implement any patches, updates, upgrades and/or new versions of such software that we release from time to time.

Intellectual property

All rights, title and interest in and to Store Hub, any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Teek it's intellectual property (**Teek it IP**). We grant you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence



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to use the Teek it IP in the country you operate in during the Term for the sole purpose of using Delivery Service.

You must not (and shall not permit any third party to):

- copy, adapt, reverse engineer, decompile, modify or make error corrections to any Teek it IP other than with our express prior written consent;
- breach, disable, tamper with, or develop or use any workaround for any security measure in any Teek it IP or otherwise do anything that disrupts any Teek it IP, Teek it or any person.

Teek it grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Teek it branding, which includes the “Teek it ” logo, name and/or website address for the Term in the country you operate in to allow you to advertise Delivery Service at your sites. You must comply with any Teek it policy issued from time to time.

You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding which includes your logos, name and website address(es) for the Term in the country you operate in. You warrant and undertake that your branding does not and will not infringe any third party intellectual property rights. We can use your branding on the Platform, for marketing purposes and as reasonably necessary to provide Delivery Service.

Except for these limited licences:

- Teek it retains ownership of and all rights in and to Teek it branding; and
- You retain ownership of and all rights in and to your branding.

We may collect data about your use of Delivery Service. By using Delivery Service you agree to us collecting and using this information. We may use this information for various purposes, including to improve, maintain, protect and develop our products, and to provide Services to you.

Suspension and termination

We may suspend your use of the Platform on giving you notice if we know or suspect you have breached these terms, or if we otherwise consider suspension reasonably necessary taking account of all relevant circumstances.

We will give you the reasons for the suspension where permitted by law. We will maintain the suspension until you have remedied the breach to our reasonable



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satisfaction or we no longer consider the suspension necessary in the circumstances.

These terms take effect on acceptance (see above) and continue until terminated by either party giving 30 days' written notice to the other. If permitted by law and where we consider immediate termination necessary in the circumstances, we may give you written notice to terminate these terms with immediate effect.

Legal terms

SAVE AS SET OUT BELOW, WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO DELIVERY SERVICE, ORDERS PLACED BY CUSTOMERS USING DELIVERY SERVICE OR THESE TERMS.

Teek it will be responsible for customer claims that a Delivery Order has been spilled or crushed in the course of the Delivery Services (except where the Delivery Order wasn't packaged in accordance with these terms).

Customers may be eligible for compensation in respect of a Delivery Order. Teek it will determine this in accordance with its Complaints Matrix from time to time. Refunds for which you are responsible under our Complaints Matrix will be deducted from our payment to you.

DELIVERY SERVICE IS OTHERWISE PROVIDED AS-IS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO DELIVERY SERVICE INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD-PARTY RIGHTS.

Each party shall not at any time during this agreement and for a period of two years after termination of this agreement, use or disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as necessary to perform its obligations or exercise its rights under these terms. A party may disclose the other's confidential information if required by law, provided it notifies the other in advance where permitted.

These terms are the entire agreement between us in relation to Delivery Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.



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A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the terms remain in force. These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. Neither of us will be in breach of these terms or liable for delay in performing, or failure to perform, any of its obligations under these terms if the delay or failure results from events, circumstances or causes beyond our reasonable control.

These terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with these terms. If you wish to raise a dispute in connection with these terms you may do so in connection with our Support Policy.

Data protection

We will each comply with the following with respect to data protection.

1. DEFINED TERMS

Controller, Data Subject, Personal Data and **processing** all have the meanings given to them in DP Laws (and related terms like **process** have corresponding meanings).

Complaint a notice, complaint or request relating to the obligations of either party under DP Laws that is relevant to the Protected Data.

Data Subject Request a Data Subject's request to exercise their rights under DP Laws.

DP Laws any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, that applies to the Partner, Teek it and/or the Delivery Service, including (a) any laws or regulations implementing EU Directives 95/46/EC (Data Protection Directive) or 2002/58/EC (ePrivacy Directive); and (b) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and all relevant Member State laws giving effect to or corresponding with the GDPR, in each case, as in force and applicable.

Protected Data Personal Data received from or on behalf of the Customer for the purposes of placing a Delivery Service order.

Supervisory Authority any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

2. USE OF PROTECTED DATA

We will give you the details of the customer's Delivery Service order to allow you to process and fulfil it (**Order Info**). You must not access or use any Order Info for any purpose other than the fulfilment of the Delivery Service order to which it relates in accordance with these terms.



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We will also provide access to Protected Data at your request if you reasonably require access to deal with a customer Complaint or respond to a Data Subject Request.

3. PROTECTED DATA OBLIGATIONS

The parties acknowledge and agree that, in respect of the Protected Data, each party is an independent controller. Each party shall comply with DP Laws and its obligations under these terms in connection with the access to and use of Protected Data.

Each party may deal at its discretion with all Data Subject Requests and Complaints that it receives directly from a Data Subject or the person making the Complaint.

Each party agrees to provide reasonable and prompt assistance to the other party as necessary to assist the other party to ensure compliance with its obligations under DP Laws and enable the other party to comply with Data Subject Requests and/or respond to other queries or Complaints received from Data Subjects or Supervisory Authorities, in each case related to the Protected Data.

To the extent permitted by law, you must not issue any public statement or notification about Protected Data without first obtaining Teek it 's consent.

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Marketplace+ Service

Last updated: 14 January 2021

These terms

These terms apply to your access to and use of Teek it 's Marketplace+ Service on www.Teek it .co.uk and our mobile app (the **Platform**). This service is provided by **Teek it** or **us** (Teek it Ltd company number 13274154). Teek it Ltd's registered address is 25 Leeming Road, Borehamwood, London, England, WD6 4EB.

By clicking "**Accept**" or by accepting a 'Delivery' order on the Platform you confirm that:

- You have authority to do so and to bind the person or company you are accepting for.
- You accept our offer to provide the Marketplace+ Service on these terms.
- You agree to and will comply in full with these terms.
- Your satisfactory completion of certain checks (including ID) required by Teek it from time to time is a condition of this contract coming into effect.



Teek it Terms & Conditions

This forms a contract between you and Teek it , which commences on the later of the date of your acceptance and the date on which you have completed Teek it 's onboarding checks from time to time to Teek it 's satisfaction. You should save a copy of these terms for your records. We may make changes to these terms, so check back here from time to time. We'll notify you of material changes before they happen. If you access or use the Marketplace+ Service after being notified of a change, you're deemed to have accepted that change.

You can procure other services (e.g. Delivery Service or Pickup) from Teek it by agreeing and entering into a separate contract with us. Each additional contract entered into by you and Teek it shall form a separate agreement.

If you have questions about these terms or our Marketplace+ Service please contact us through Store Hub, either by submitting a "Help" form or by using Live Chat. You may also find answers to your questions.

If we need to contact you, we'll do so via the email address you have provided to us.

What is Marketplace+

Through its Marketplace+ Service, Teek it will provide you with an online ordering process that enables customers to place orders with you for delivery on the Platform in the UK (**Delivery Orders**) from the site/s that you have chosen and we that have agreed to provide Marketplace+ Services to (the **Sites**). The Delivery Orders will be delivered by your own fleet of delivery riders (**Riders**). We may agree to amend the Sites from time to time. Teek it will also provide Customer Support Services for your Delivery Orders - see more on this below.

By signing up to Marketplace+ Service, you authorise Teek it to act as your Partner to solicit, promote and conclude contracts for Marketplace+ Service orders in your name and on your behalf, and to collect customer payments owed to you in respect of those orders.

Customer payments made in respect of orders placed with you through the Marketplace+ Service will be held by Teek it on your behalf; payment to Teek it settles the customer's payment obligation to you for these orders.

Marketplace+ Service Fees

Your use of Marketplace+ Service is subject to our applicable service fee from time to time. Our service fee is calculated as a percentage of GMV (inclusive of VAT) per order, plus VAT at the prevailing rate (**Marketplace+ Service Fee**).

We will pay you an amount equal to the GMV for your Delivery Orders during the relevant payment period, less the Marketplace+ Service Fee, less any relevant adjustments for refunds paid to customers during the relevant payment period.



Teek it Terms & Conditions

You will receive payments from us in accordance with our payment terms applicable in the country you operate in from time to time. We'll make this payment by electronic bank transfer to the bank account you have nominated. You must cooperate with us so that we can comply with our VAT accounting obligations.

What we will do

- If you are new to Teek it , when you accept these terms we will onboard you onto our Platform (including, if applicable, providing the equipment to you - see below). You agree that we may subcontract part of the onboarding process.
- We will, subject to our rights to suspend your use of Marketplace+ Service under these terms, display your site/s and inventory items on the Platform as available for Delivery Orders.
- We will facilitate and implement an online ordering process which will enable customers to place and pay for Delivery Orders on the Platform (**Marketplace+ Services**).
- Provide support services for customers to deal with complaints or enquiries relating to Delivery Orders (**Customer Support Service**) through a professionally manned contact centre at no further cost to you.

What you must do

You must:

Onboarding and set-up

- Provide all information, materials and assistance reasonably required by Teek it to onboard you to the Platform or launch Marketplace+ Service for you. You must ensure that the information you provide to Teek it and customers in or in respect of your use of Marketplace+ Service is complete and accurate in all material respects.
- If you are new to the Platform, provide us with accurate descriptions of inventory items to be offered in Marketplace+ Service (including any relevant allergen advice and applicable VAT amounts). You agree that

(a) We may make limited and reasonable edits to inventory item descriptions from time to time (including where legally required);

(b) To ensure a great customer experience, the prices for the inventory items you provide for display on the Platform should be the same as the prices for inventory items published in your dine-in or in-store inventory.



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- Display any Marketplace+ Service signage provided by Teek it in accordance with our instructions.
- You are responsible for setting the fee that consumers pay for delivery and the delivery radius within which your riders will deliver Delivery Orders.

Use of Marketplace+ Service

- Keep your inventory up to date - by giving us at least three days' notice of changes you require us to make for you or by making your own changes through Inventory Manager.
- Ensure that all relevant inventory items are available to be ordered by a customer in a Delivery Order during your opening hours, and accept and reject Marketplace+ Service orders as appropriate. You are responsible for setting the minimum Delivery Order value.
- Ensure that Delivery Orders are prepared using all due skill, care and diligence in line with best practice in your industry.
- Ensure that Delivery Orders are packaged in a way that avoids tampering, minimises spillages, and maintains the order at an appropriate temperature.
- Prepare Delivery Orders promptly, accurately and in accordance with the timescales communicated via the Platform. In particular, you must ensure that inventory items:

(a) correspond with the descriptions on the Platform (including indications that particular inventory items are gluten free, nut free, or are suitable for vegetarians and/or vegans);

(b) are not harmful to health or the environment;

(c) have been prepared and are otherwise safe, fit for transportation P

(d) are safely, securely and appropriately packaged at all times (including as reasonably required to withstand delivery); and

Take account of any information relating to customer allergies provided with the Delivery Order.

- Ensure that the order number on the Delivery Order packaging corresponds with the order number provided by Teek it before the Delivery Order is handed over to the relevant Rider.



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- Ensure that your Riders deliver the orders to the address specified in a professional manner.
- Provide each customer with an official receipt for their Delivery Order (and a VAT receipt, if applicable) if requested.

Service Standards

- Use reasonable endeavours to reject less than 1% of Delivery Orders received through the Platform.
- Use reasonable endeavours to ensure that Delivery Orders are available for collection by your Riders at the time communicated on the Platform and to keep Riders waiting for Delivery Orders for no longer than five minutes.
- Use reasonable endeavours to ensure that no more than 1% of Delivery Orders contain errors.
- You should be available for orders for 98% of your opening hours on the Platform.

General Requirements

- Maintain the security and confidentiality of any access credentials we provide to you at all times. You are responsible for the actions of any person using your access credentials.
- Comply with all applicable laws and licensing, registration and approvals requirements at all times, and any and all Teek it policies made available to you from time to time.
- Without prejudice to your general obligation above, you warrant that you have not and will not do anything that breaches any applicable code and/or sanction relating to the prevention or prohibition of bribery, money laundering and similar activities. You must immediately notify Teek it if you become aware of any breach of this clause.
- Without prejudice to your general obligation above, you shall comply, and procure that all of your employees, contractors, Partners and representatives comply, with applicable anti-slavery laws, as relevant to your use of Marketplace+ Service and your fulfilment and delivery of Delivery Orders. You must use reasonable endeavours on a continuing basis to ensure that no form of slavery is takes place in your supply chains.
- Cooperate with Teek it and provide, in a timely manner, such assistance and information as Teek it may reasonably require.



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Equipment and joining fees

You will need a tablet and a printer to start accepting Delivery Orders. If you're an existing customer, you can use your existing equipment.

For new customers, when signing up you will be given two options for equipment (you can find the latest pricing for each on our sign-up pages). Each option is subject to a one-off joining fee.

- You can use your own device (which you are responsible for obtaining and maintaining).
- You can lease a Teek it device. The risk in the device passes from us to you upon installation. We retain title to the device at all times. You must let us know of any faults with, or damage to, the device and give us access to your site during normal business hours to inspect, clean, repair, replace or remove the device. We may charge a reasonable fee for repairing or replacing a device. You must comply with our Equipment Policy.

We will make software available to you to use on the equipment so that you can use the Marketplace+ Service. This software constitutes Teek it IP (see below) and it remains our property at all times. You must promptly implement any patches, updates, upgrades and/or new versions of such software that we release from time to time.

Intellectual property

All rights, title and interest in and to Store Hub, any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Teek it's intellectual property (**Teek it IP**). We grant you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence to use the Teek it IP in the country you operate in during the Term for the sole purpose of using the Marketplace+ Service.

You must not (and shall not permit any third party to):

- copy, adapt, reverse engineer, decompile, modify or make error corrections to any Teek it IP other than with our express prior written consent;
- breach, disable, tamper with, or develop or use any workaround for any security measure in any Teek it IP or otherwise do anything that disrupts any Teek it IP, Teek it or any person.

Teek it grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Teek it branding, which includes the "Teek it" logo, name and/or



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website address for the Term in the country you operate in to allow you to advertise Marketplace+ Service at your sites. You must comply with any Teek it policy issued from time to time.

You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding which includes your logos, name and website address(es) for the Term in the country you operate in. You warrant and undertake that your branding does not and will not infringe any third party intellectual property rights. We can use your branding on the Platform, for marketing purposes and as reasonably necessary to provide Marketplace+ Service.

Except for these limited licences:

- Teek it retains ownership of and all rights in and to Teek it branding; and
- You retain ownership of and all rights in and to your branding.

We may collect data about your use of Marketplace+ Service. By using Marketplace+ Service you agree to us collecting and using this information. We may use this information for various purposes, including to improve, maintain, protect and develop our products, and to provide Services to you.

Suspension and termination

We may suspend your use of the Platform on giving you notice if we know or suspect you have breached these terms, or if we otherwise consider suspension reasonably necessary taking account of all relevant circumstances.

We will give you the reasons for the suspension where permitted by law. We will maintain the suspension until you have remedied the breach to our reasonable satisfaction or we no longer consider the suspension necessary in the circumstances.

These terms take effect on acceptance (see above) and continue until terminated by either party giving 30 days' written notice to the other. If permitted by law and where we consider immediate termination necessary in the circumstances, we may give you written notice to terminate these terms with immediate effect.

Legal terms

SAVE AS SET OUT BELOW, WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO MARKETPLACE+ SERVICE, ORDERS PLACED BY CUSTOMERS USING MARKETPLACE+ SERVICE OR THESE TERMS.



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Customers may be eligible for compensation in respect of a Delivery Order. Teek it will determine this in accordance with its Complaints Matrix from time to time. Refunds for which you are responsible under our Complaints Matrix will be deducted from our payment to you.

MARKETPLACE+ SERVICE IS OTHERWISE PROVIDED AS-IS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO MARKETPLACE+ SERVICE INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD-PARTY RIGHTS.

Each party shall not at any time during this agreement and for a period of two years after termination of this agreement, use or disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as necessary to perform its obligations or exercise its rights under these terms. A party may disclose the other's confidential information if required by law, provided it notifies the other in advance where permitted.

These terms are the entire agreement between us in relation to Marketplace+ Service. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the terms remain in force. These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. Neither of us will be in breach of these terms or liable for delay in performing, or failure to perform, any of its obligations under these terms if the delay or failure results from events, circumstances or causes beyond our reasonable control.

These terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with these terms. If you wish to raise a dispute in connection with these terms you may do so in connection with our Support Policy.

Data protection

We will each comply with the following with respect to data protection.

1. DEFINED TERMS

Controller, Data Subject, Personal Data and **processing** all have the meanings given to them in DP Laws (and related terms like **process** have corresponding meanings).



Teek it Terms & Conditions

Complaint a notice, complaint or request relating to the obligations of either party under DP Laws that is relevant to the Protected Data.

Data Subject Request a Data Subject's request to exercise their rights under DP Laws.

DP Laws any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, that applies to the Partner, Teek it and/or the Marketplace+ Service, including (a) any laws or regulations implementing EU Directives 95/46/EC (Data Protection Directive) or 2002/58/EC (ePrivacy Directive); and (b) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and all relevant Member State laws giving effect to or corresponding with the GDPR, in each case, as in force and applicable.

Protected Data Personal Data received from or on behalf of the Customer for the purposes of placing a Marketplace+ Service order.

Supervisory Authority any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

2. USE OF PROTECTED DATA

We will give you the details of the customer's Marketplace+ Service order to allow you to process and fulfil it (**Order Info**). You must not access or use any Order Info for any purpose other than the fulfilment of the Marketplace+ Service order to which it relates in accordance with these terms.

We will also provide access to Protected Data at your request if you reasonably require access to deal with a customer Complaint or respond to a Data Subject Request.

3. PROTECTED DATA OBLIGATIONS

The parties acknowledge and agree that, in respect of the Protected Data, each party is an independent controller. Each party shall comply with DP Laws and its obligations under these terms in connection with the access to and use of Protected Data.

Each party may deal at its discretion with all Data Subject Requests and Complaints that it receives directly from a Data Subject or the person making the Complaint.

Each party agrees to provide reasonable and prompt assistance to the other party as necessary to assist the other party to ensure compliance with its obligations under DP Laws and enable the other party to comply with Data Subject Requests and/or respond to other queries or Complaints received from Data Subjects or Supervisory Authorities, in each case related to the Protected Data.



Teek it Terms & Conditions

To the extent permitted by law, you must not issue any public statement or notification about Protected Data without first obtaining Teek it 's consent.

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Pickup Service

Last updated: 14 January 2021

These terms

These terms apply to your access to and use of Pickup on www.Teek it .co.uk and our mobile app (the **Platform**). Pickup is provided by **Teek it or us** (Teek it Ltd, company number 13274154). Our registered address is 25 Leeming Road, Borehamwood, London, England, WD6 4EB.

By clicking "**Accept**" or by accepting a Pickup order on the Platform you confirm that:

- You have authority to do so and to bind the person or company you are accepting for.
- You accept our offer to provide Pickup on these terms.
- You agree to and will comply in full with these terms.
- Your satisfactory completion of certain checks (including ID) required by Teek it from time to time is a condition of this contract coming into effect.

This forms a contract between you and Teek it , which commences on the later of the date of your acceptance and the date on which you have completed Teek it 's onboarding checks from time to time to Teek it 's satisfaction. You should save a copy of these terms for your records. We may make changes to these terms, so check back here from time to time. We'll notify you of material changes before they happen. If you access or use Pickup after being notified of a change, you're deemed to have accepted that change.

You can procure other services (e.g. Delivery, Marketplace) from Teek it by agreeing and entering into a separate contract with us. Each additional contract entered into by you and Teek it shall form a separate agreement.

If you have questions about these terms or Pickup please contact us through Store Hub, either by submitting a "Help" form or by using Live Chat. You may also find answers to your questions.

If we need to contact you, we'll do so via the email address you have provided to us.

What is Pickup



Teek it Terms & Conditions

Pickup allows customers to place an order on the Platform and pick it up from your site in the UK (**Pickup Orders**). You can learn more about Pickup.

By signing up to Pickup, you authorise Teek it to act as your Partner to solicit, promote and conclude contracts for Pickup Orders in your name and on your behalf and to collect customer payments owed to you in respect of those orders.

Pickup Service Fee

Your use of Pickup is subject to our applicable service fee from time to time. Our service fee is calculated as a percentage of GMV (inclusive of VAT) per order, plus VAT at the prevailing rate (**Pickup Service Fee**).

We will pay you an amount equal to the GMV for your Pickup Orders during the relevant payment period, less the Pickup Service Fee, less any relevant adjustments for refunds paid to customers during the relevant payment period.

You will receive payments from us in accordance with our payment terms applicable in the country you operate in from time to time. We'll make this payment by electronic bank transfer to the bank account you have nominated. You must cooperate with us so that we can comply with our VAT accounting obligations.

What we will do

- If you are new to Teek it , when you accept these terms we will onboard you onto our Platform. You agree that we may subcontract part of the onboarding process.
- We will, subject to our rights to suspend your use of Pickup under these terms, display your site/s and inventory items on the Platform as available for Pickup orders.
- We will facilitate and implement a real-time ordering process which will enable customers to place and pay for Pickup orders on the Platform.
- Provide support services for customers to deal with complaints or enquiries relating to Pickup Orders through a professionally manned contact centre at no further cost to you.

What you must do

You must:

Onboarding and set-up

- Provide all information, materials and assistance reasonably required by Teek it to onboard you to the Platform or launch Pickup for you. You must ensure that the information you provide to Teek it and customers in or in



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respect of your use of Pickup is complete and accurate in all material respects.

- If you are new to the Platform, provide us with accurate descriptions of inventory items to be offered in Pickup (including any relevant allergen advice and applicable VAT amounts). You agree that:

(a) We may make limited and reasonable edits to inventory item descriptions from time to time (including where legally required).

(b) To ensure a great customer experience, the prices for the inventory items you provide for display on the Platform should be the same as the prices for inventory items published in your dine-in or in-store inventory. You agree that if a customer provides us with evidence that, without reference to promotional offers, the price in-Store/store is lower than the price of the inventory item on the Platform, we will refund the difference to the customer and deduct an amount equal to the refund from the payment we make to you.

- Display any Pickup signage provided by Teek it in accordance with our instructions.

Use of Pickup

- Keep your inventory up to date - by giving us at least three days' notice of changes you require us to make for you or by making your own changes through Inventory Manager.
- Ensure that all relevant inventory items are available to be ordered by a customer during your opening hours, and accept and reject Pickup Orders as appropriate. You should not accept cash payment for Pickup Orders.
- Ensure that Pickup Orders are prepared using all due skill, care and diligence in line with best practice in your industry.
- Ensure that all Pickup Orders are packaged in a way that avoids tampering, minimises spillages, and maintains the order at an appropriate temperature.
- Prepare Pickup Orders promptly, accurately and in accordance with the timescales communicated via the Platform. In particular, you must ensure that inventory items:

(a) correspond with the descriptions on the Platform (including indications that particular inventory items are gluten free, nut free, or are suitable for vegetarians and/or vegans);



Teek it Terms & Conditions

(b) are not harmful to health or the environment;

(d) are safely and appropriately served at all times; and

Take account of any information relating to customer allergies provided with the Pickup order.

- Ensure that Pickup Orders are available for collection by customers in a timely manner.
- Ensure that the order number on the Pickup Order packaging corresponds with the order number provided by Teek it before the Pickup Order is handed over to the relevant Rider.
- Provide each customer with an official receipt for their Pickup order (and a VAT receipt, if applicable) if requested.
- Ensure that customers are at all times treated in a professional manner by staff and are provided with access to a safe pick up area.

Service Standards

- Use reasonable endeavours to reject less than 1% of Pickup Orders received through the Platform.
- Use reasonable endeavours to ensure that Pickup Orders are available for collection by customers at the time communicated on the Platform and keep customers waiting for Pickup Orders for no longer than five minutes.
- Use reasonable endeavours to ensure that no more than 1% of Pickup Orders contain errors.
- You should be available for orders for 98% of your opening hours on the Platform.

General Requirements

- Maintain the security and confidentiality of any access credentials we provide to you at all times. You are responsible for the actions of any person using your access credentials.
- Comply with all applicable laws and licensing, registration and approvals requirements at all times, and any and all Teek it policies made available to you from time to time.



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- Without prejudice to your general obligation above, you warrant that you have not and will not do anything that breaches any applicable code and/or sanction relating to the prevention or prohibition of bribery, money laundering and similar activities. You must immediately notify Teek it if you become aware of any breach of this clause.
- Without prejudice to your general obligation above, you shall comply, and procure that all of your employees, contractors, Partners and representatives comply, with applicable anti-slavery laws, as relevant to your use of Delivery Service and your fulfilment of Delivery Orders. You must use reasonable endeavours on a continuing basis to ensure that no form of slavery is takes place in your supply chains.
- Cooperate with Teek it and provide, in a timely manner, such assistance and information as Teek it may reasonably require.

Equipment and joining fees

You will need a computer and a printer to start accepting Pickup orders. If you're an existing customer, you can use your existing equipment.

For new customers, when signing up you will be given two options for equipment (you can find the latest pricing for each on our sign-up pages). Each option is subject to a one-off joining fee.

- You can use your own device (which you are responsible for obtaining and maintaining).
- You can lease a Teek it device. The risk in the device passes from us to you upon installation. We retain title to the device at all times. You must let us know of any faults with, or damage to, the device and give us access to your site during normal business hours to inspect, clean, repair, replace or remove the device. We may charge a reasonable fee for repairing or replacing a device. You must comply with our Equipment Policy.

We will make software available to you to use on the equipment so that you can use Pickup. This software constitutes Teek it IP (see below) and it remains our property at all times. You must promptly implement any patches, updates, upgrades and/or new versions of such software that we release from time to time.

Intellectual property

All rights, title and interest in and to Store Hub, any software we provide for your use and any other materials we provide to you under or in connection with these terms are and shall at all times remain Teek it 's intellectual property (**Teek it IP**). We grant you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable licence



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to use the Teek it IP in the country you operate in during the term of our agreement for the sole purpose of using Pickup.

You must not (and shall not permit any third party to):

- copy, adapt, reverse engineer, decompile, modify or make error corrections to any Teek it IP other than with our express prior written consent;
- breach, disable, tamper with, or develop or use any workaround for any security measure in any Teek it IP or otherwise do anything that disrupts any Teek it IP, Teek it or any person.

Teek it grants you a non-exclusive, royalty-free, non-sublicensable, non-transferable licence to use Teek it branding, which includes the “Teek it ” logo, name and/or website address for the Term in the country you operate in to allow you to advertise Pickup at your sites. You must comply with any Teek it policy issued from time to time.

You grant us and our affiliates a non-exclusive, royalty-free licence to use your branding which includes your logos, name and website address(es) for the Term in the country you operate in. You warrant and undertake that your branding does not and will not infringe any third party intellectual property rights. We can use your branding on the Platform, for marketing purposes and as reasonably necessary to provide Pickup.

Except for these limited licences:

- Teek it retains ownership of and all rights in and to Teek it branding; and
- You retain ownership of and all rights in and to your branding.

We may collect data about your use of Pickup. By using Pickup you agree to us collecting and using this information. We may use this information for various purposes, including to improve, maintain, protect and develop our products, and to provide Services to you.

Suspension and termination

We may suspend your use of the Platform on giving you notice if we know or suspect you have breached these terms, or if we otherwise consider suspension reasonably necessary taking account of all relevant circumstances.

We will give you the reasons for the suspension where permitted by law. We will maintain the suspension until you have remedied the breach to our reasonable



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satisfaction or we no longer consider the suspension necessary in the circumstances.

These terms take effect on acceptance (see above) and continue until terminated by either party giving 30 days' written notice to the other. If permitted by law and where we consider immediate termination necessary in the circumstances, we may give you written notice to terminate these terms with immediate effect.

Legal terms

WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO PICKUP, ORDERS PLACED BY CUSTOMERS USING PICKUP OR THESE TERMS.

Customers may be eligible for compensation in respect of a Pickup Order. Teek it will determine this in accordance with its Complaints Matrix from time to time. Refunds for which you are responsible under our Complaints Matrix will be deducted from our payment to you.

PICKUP IS PROVIDED AS-IS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO PICKUP INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD-PARTY RIGHTS.

Each party shall not at any time during this agreement and for a period of two years after termination of this agreement, use or disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as necessary to perform its obligations or exercise its rights under these terms. A party may disclose the other's confidential information if required by law, provided it notifies the other in advance where permitted.

These terms are the entire agreement between us in relation to Pickup. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the terms remain in force. These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. Neither of us will be in breach of these terms or liable for delay in performing, or failure to



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perform, any of its obligations under these terms if the delay or failure results from events, circumstances or causes beyond our reasonable control.

These terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction in respect out of or in connection with these terms. If you wish to raise a dispute in connection with these terms you may do so in connection with our Support Policy.

Data protection

We will each comply with the following with respect to data protection.

1. DEFINED TERMS

Controller, Data Subject, Personal Data and **processing** all have the meanings given to them in DP Laws (and related terms like **process** have corresponding meanings).

Complaint a notice, complaint or request relating to the obligations of either party under DP Laws that is relevant to the Protected Data.

Data Subject Request a Data Subject's request to exercise their rights under DP Laws.

DP Laws any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, that applies to the Partner, Teek it and/or Pickup, including (a) any laws or regulations implementing EU Directives 95/46/EC (Data Protection Directive) or 2002/58/EC (ePrivacy Directive); and (b) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and all relevant Member State laws giving effect to or corresponding with the GDPR, in each case, as in force and applicable.

Protected Data Personal Data received from or on behalf of the Customer for the purposes of placing a Pickup Order.

Supervisory Authority any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

2. USE OF PROTECTED DATA

We will give you the details of the customer's Pickup Order to allow you to process and fulfil it (**Order Info**). You must not access or use any Order Info for any purpose other than the fulfilment of the Pickup Order to which it relates in accordance with these terms.

We will also provide access to Protected Data at your request if you reasonably require access to deal with a customer Complaint or respond to a Data Subject Request.

3. PROTECTED DATA OBLIGATIONS



Teek it Terms & Conditions

The parties acknowledge and agree that, in respect of the Protected Data, each party is an independent controller. Each party shall comply with DP Laws and its obligations under these terms in connection with the access to and use of Protected Data.

Each party may deal at its discretion with all Data Subject Requests and Complaints that it receives directly from a Data Subject or the person making the Complaint.

Each party agrees to provide reasonable and prompt assistance to the other party as necessary to assist the other party to ensure compliance with its obligations under DP Laws and enable the other party to comply with Data Subject Requests and/or respond to other queries or Complaints received from Data Subjects or Supervisory Authorities, in each case related to the Protected Data.

To the extent permitted by law, you must not issue any public statement or notification about Protected Data without first obtaining Teek it 's consent.

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Suspension and termination and suspension

We may suspend your use of the Platform on giving you notice if we know or suspect you have breached these terms, or if we otherwise consider suspension reasonably necessary taking account of all relevant circumstances.

We will give you the reasons for the suspension where permitted by law. We will maintain the suspension until you have remedied the breach to our reasonable satisfaction or we no longer consider the suspension necessary in the circumstances.

These terms take effect on acceptance (see above) and continue until terminated by either party giving 30 days' written notice to the other. If permitted by law and where we consider immediate termination necessary in the circumstances, we may give you written notice to terminate these terms with immediate effect.

Inventory Manager

Last updated: 14 January 2021

These terms

These terms apply to your access to and use of **Inventory Manager**, and supplement your existing agreement governing your use of the platform (the **Agreement**) with **Teek it** or **us** (Teek it Ltd, company number 13274154). By clicking "Accept" you agree to use **Inventory Manager** in line with these terms.



Teek it Terms & Conditions

We may make changes to these terms, so check back from time to time. We'll notify you of material changes before they happen. If you access or use **Inventory Manager** after being notified of a change, you're deemed to have accepted the change. These terms are also subject to any separate agreement entered into by you and Teek it in relation to your access or use of **Inventory Manager**.

Terms capitalised but not defined in these terms have the meaning given in the Agreement between us. These terms prevail if they are different to that Agreement, but only in respect of your inventories and use of **Inventory Manager**. By accepting these terms, you agree that notwithstanding the terms of your Agreement with us:

- Teek it won't launch your sites and inventory items on the Teek it Platform - you'll do this yourself.
- When you're happy with your inventory, you can publish it to the Teek it Platform.

What is Inventory Manager

Inventory Manager enables you to create and/or edit your own inventory pages for the Teek it Platform (www.Teek it .co.uk and the UK mobile app).

Inventory Manager is a new feature - we've tested it, but it is still developing and improving all the time. As such, **Inventory Manager** may change from time to time. We may discontinue or withdraw certain functions or features. We'll try and signpost this to you.

Using Inventory Manager

Teek it has launched **Inventory Manager** for its UK Stores and partners. You can use **Inventory Manager** using your Store Hub credentials. You can't use **Inventory Manager** if you use API integration on the platform.

By using **Inventory Manager**, you acknowledge that you will be amending the information consumers see about your inventory items. Your inventory updates will go **live to consumers** on the Teek it Platform shortly after you "publish" your edits. Check your inventory edits carefully before publishing!

You are responsible for ensuring the accuracy, completeness and compliance with applicable laws (in particular in respect of providing information required by applicable consumer laws) of all information that you or your employees, Partners or representatives input about Inventory Items for publication on the Platform - we are not responsible for your use of **Inventory Manager** or the content you upload by using it.

Your use of **Inventory Manager** is subject to your compliance with these terms. If you don't comply with these terms, or any additional terms entered into by you and Teek it in relation to your access or use of **Inventory Manager**, we may suspend your access to **Inventory Manager** without notice.

Ensuring high quality inventory's

Your inventory (including each inventory item image and description) must:



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- Be clear, accurate, complete and error-free
- Be your own, original content or licensed to you by a third party on terms that let you grant us the rights below. Content you upload must not infringe any third party's proprietary rights.
- Meet any requirements in your Agreement with us
- Comply with all applicable legal and regulatory requirements
- Only include products that we permit to be offered on the Teek it Platform in the UK, in accordance with any specific requirements we notify you of where any restriction (eg minimum age) applies

If any information uploaded to the Teek it Platform using **Inventory Manager** doesn't comply with these terms or is offensive, illegal, immoral or inappropriate in any way we may remove it or the applicable inventory page immediately without notice.

Our team reviews the inventories edited or created on **Inventory Manager**. If a inventory is not compliant with these terms or our Agreement, we may notify you and ask you to make further edits or we may suspend your relevant site from the Teek it Platform (depending on the nature of the concern). We reserve the right to edit inventory items for display on the Teek it Platform.

Additional requirements for non-Stores

If you are a non-Store there are a few cases where you need to notify your Teek it account manager before changes can be made. In particular, you need to notify your account manager of any of the below changes, and wait for their authorisation before updating in Inventory Manager:

- adding any new Inventory Items which fall within a category of products you do not already make available on the Platform (for example: fruit and vegetables; personal care products; or alcohol).
- making any amendment (apart from a price change or non-material Inventory Item description change) in respect of an age-restricted Inventory Item or any Inventory Item in respect of which sales are otherwise regulated (including medicines).

If you don't follow this process and fail to get authorisation for relevant Inventory Manager updates, we may amend or remove the relevant Inventory Items, and suspend you from the Teek it Platform.

Rights you grant us



Teek it Terms & Conditions

By using **Inventory Manager** you give us permission to use and publish the information and content you submit, including any intellectual property, on the Teek it Platform and as necessary for us to provide the Services under the Agreement between us. If a third party owns rights in any information or content you upload to **Inventory Manager**, you must get their permission before you upload it.

Legal terms

Inventory Manager and all intellectual property rights in it are owned by Teek it or one of its affiliates. We reserve all rights not expressly granted under these terms. We may collect data about your use of **Inventory Manager**. By using **Inventory Manager**, you agree to us collecting and using this information. We may use this information for various purposes, including to improve, maintain, protect and develop our products, and to provide Services to you.

INVENTORY MANAGER IS MADE AVAILABLE "AS IS". WE ARE NOT OBLIGED TO CORRECT ERRORS OR THE EFFECTS OF ERRORS (INCLUDING RECOVERING LOST DATA) OR PROVIDE TECHNICAL SUPPORT. WE EXCLUDE ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE HAVE NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR SPECIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE OR BUSINESS ARISING OUT OF OR RELATING TO **INVENTORY MANAGER** OR THESE TERMS.

WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO **INVENTORY MANAGER** INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON INFRINGEMENT OF THIRD-PARTY RIGHTS.

Any amendment or waiver of these terms needs to be in writing. A delay in enforcing these terms is not a waiver. If part of these terms is found to be illegal or unenforceable, the rest of the terms remain in force. These terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction in respect out of or in connection with these terms.

Getting in touch

If you have questions about **Inventory Manager**, please contact us through Store Hub, either by submitting a "Help" form or by using Live Chat. You may also find answers to your questions.

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Payment Cycle - Contract Change

Last Updated: 11 August 2020



Teek it Terms & Conditions

We refer to the agreement(s) between us that relate to the provision by us of Core Services, Marketplace+ Services, Pick-up Services, and/or Editions Services (for the purpose of this amendment only, the “**Agreements**” and the “**Services**”, respectively). Pursuant to the provisions in the Agreement that permit us to make amendments that do not materially affect the Services, we are amending the Agreements to alter the payment terms such that you are paid on approximately a fortnightly basis. For further information about how this change will operate, please see the Help Centre article.

This amendment sets out the basis on which the Core Services Fees, Marketplace+ Services Fees, Pick-up Services Fees, and/or Editions Services Fees (for the purposes of this amendment only, the “**Fees**”) and the Inventory Items Amount and Store Payments are calculated.

From 1 September 2020 onwards, and subject to transition periods notified to you:

1. The relevant clauses about the timing of the payment of the Fees are deemed replaced with the following.
2. Fees in your Agreement shall be calculated fortnightly on the Calculation Day by reference to consecutive periods of approximately the 14 days ending on the Sunday immediately prior to such Calculation Day (or, during the first such period, such period from the commencement of the Agreement ending on the Sunday immediately prior to such Calculation Day) (each, a “**Period**”)
3. A day shall be regarded as beginning at 00:00 UTC time and ending at 23:59 UTC time;
4. Within 2 Business Days of the Calculation Day, Teek it shall:
 - (i) send or otherwise make available to you a statement summarising the Inventory Items ordered from the you during the relevant Period (the “**Inventory Items Amount**”)
 - (ii) send or otherwise make available to you a statement summarising the corresponding amount due to the you, which shall be the Inventory Items Amount less the Fees applicable in the Agreement (the “**Store Payment**” or “**Partner Payment**” as the case may be); and
 - (iii) authorise the transfer of the Store Payment or Partner Payment (as the case may be) to you by electronic bank transfer to a bank account in the Territory nominated by you.

Notwithstanding the above, Teek it may make available, and you may elect to apply, alternative arrangements for the Period or the timing of the Store Payment or Partner



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Payment (as the case may be) from time to time. In the event of any conflict between the terms of such alternative arrangements and these terms, the terms of such alternative arrangements shall prevail.

“**Calculation Day**” means the applicable Teek it standard day on which Teek it calculates payments to Stores and partners in the Territory .

Except as set out above, your Agreements with us shall continue in full force and effect. If there is any direct conflict or inconsistency between the terms above and your Agreements, the terms above shall prevail.

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Plus Rewards Agreement (Not yet Applicable)

By signing up to be part of Teek it Plus Rewards (“Plus Rewards”), you agree to the following terms and conditions.

Teek it Plus Rewards mechanics

1. Plus Rewards is only available to Teek it Plus customers (“Customers”), and is designed to incentivise multiple orders from a single Participating Store.
2. Customers who place a minimum of three Qualifying Orders with a Participating Store within a 30 day period will receive £8.00 Teek it credit (“Reward Credit”) funded by you, to use against their fourth order with the Participating Store only. Customers will have a virtual rewards card, which records how many Qualifying Orders they have made (“Rewards Card”). Customers must redeem their reward within 30 days after the Reward Credit is granted.
3. The Plus Reward will be redeemable with orders above £15 placed with the Participating Store (or Participating Store chain if approved by Teek it).
 - a. “Qualifying Orders” means a paid-for and delivered Teek it order of a minimum value of £15.00 (excluding tips, delivery charges and other service-related charges) placed with one of the Participating Stores displaying the Plus Rewards tag.
 - b. “Participating Store” means a restaurant signed up to these terms and conditions for Plus Rewards.

Term and termination

1. Plus Rewards scheme will continue until terminated by either party.
2. Teek it reserves the right to terminate Plus Rewards with 14 days notice, and shall notify the Participating Store in writing.



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3. The Participating Store may opt-out from the Plus Rewards programme with 14 days written notice.

4. Upon termination:

a. The Participating Store must honour all existing Plus Rewards Cards held by Customers at the time of termination.

b. Teek it will not issue any new Rewards Cards or Plus Rewards to Customers.

c. The Participating Store will not feature a “Rewards” badge on the Teek it app.

Closure or Bankruptcy

6. If the Participating Store is unable to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or for any other reason chooses to close permanently, Teek it will fulfil any outstanding Rewards cards by providing customers with the equivalent amount of Teek it credit.

7. If the Participating Store becomes aware that it may temporarily close for an extended period, the Participating Store must notify Teek it as soon as possible. Teek it will notify any Customers in possession of valid Rewards Cards that their Reward Card will be placed on hold until further notice. Customer Reward Cards will be reactivated once Participating Store is reopened.

Teek it’s modification and optimisation rights

8. Teek it reserves the right to modify/optimize features of the Plus Rewards programme and shall provide reasonable notice to the Participating Store, relating to the modifications of the following features:

a. Incentive Amount,

b. number of redeemable Plus Reward stamps,

c. collection period d. Minimum Order Value (“MoV”)

e. Plus Rewards redemption period.

Reporting

9. The Participating Store will receive a report at the end of every month on the performance of the Plus Rewards feature



Teek it Terms & Conditions

I/My company hereby agree to the terms and conditions and/or the agreement listed above.

Store Name:

Address:

.....

..... Post Code:

Representative for Store listed Above:

Signed: Date:

Name: Position:

Representative of Teek It Ltd:

Signed: Date:

Name: Position: