STANDARD TERMS & CONDITIONS

These are the Terms and Conditions that govern the relationship between Favouritetable Services Limited, a company registered in England & Wales under Company No. 07197183, whose registered address is Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP, and the Customer, in relation to the provision of online restaurant bookings services.

1. SERVICE

a. favouritetable agrees to supply the Customer with a restaurant online booking software & online ordering (takeaway) (herein referred to as "The System").

2. TERMS

a. This Agreement can be terminable by either party by giving 1 full calendar month notice. For 12-months and 24-months contract, notice must be provided within the last month of the Contract expiry date, as applicable. If notice is not provided, then following initial Contract Term, the service will continue to be provided to the Customer on a Monthly Rolling Contract basis.

b. The Customer agrees to work with favouritetable during the contract period of the Agreement for the provision of taking online reservations and/or online ordering.

c. The Customer shall ensure that the Bookings and/or Online Ordering Widget is live on its Restaurant Websites no later than 15 days following the Effective Date, and for the duration of this Agreement.

d. favouritetable grants the Customer during the term of this Agreement and in accordance always with this Agreement, a non-exclusive, non-transferable, revocable, royalty-free licence to use the favouritetable Services, together with any related materials and software provided by favouritetable (collectively, the "favouritetable Materials"), solely for its own use, and solely for the purposes for which they were designed.

e. The Customer has an obligation to protect access to their system / information from unauthorized access and to prevent access to their account and any other services provided by favouritetable by third parties.

3. RESTAURANT LISTING

a. favouritetable publishes details of the Customer's restaurant(s) on its Restaurants Listing. This information may include address and contact information, images, photographs, menus, allergens filters, restaurant description, offers and services, opening times, prices, links to the Customer's social media and web presence, (Google) map, ratings and reviews.

b. The Customer must ensure at all times during the term of this agreement that the information that is published on the listing, or the information already on the listing complies with any and all contractual and legal requirements, does not infringe on any third-party rights and is correct, free of error and not misleading. When found that the published is inaccurate, out of date or does not correspond with these requirements, the Customer must contact favouritetable in writing or electronically as soon as practicable to correct this.

c. favouritetable displays listings in the formats and standards of its media and reserves the right to remove or correct any incorrect information or information that breaches the conditions of this agreement or any other legal requirements.

d. The display order and ranking of restaurants on the listing is generated by an automatic algorithm and may change at any time.

4. NETWORK PARTNERS

favouritetable may make available its online bookings & ordering platform to its Network Partners. The Network Partners may change over time as new ones are added and existing one cease to be Partners. favouritetable makes no representations as to the extent, reach or delivery capability of its Network Partners. If the favouritetable Services purchased include Network Partners, favouritetable will ensure Restaurant bookings are available via favouritetable.com on the Effective Date of this Agreement. The availability of booking via all other Network Partner Websites is dependent upon the relevant Partner opening up their website(s). favouritetable will actively pursue and encourage Network Partners to make the Partner available on their website as soon as possible but makes no warranties or representation

regarding when availability will be achieved.

5. BOOKING CHARGES

The Customer agrees to pay the Unlimited Bookings agreed monthly licence fee made through their own website and / or favouritetable.com. If the Customer has enrolled to accept Bookings from favouritetable's Network Partners, these bookings will be charged at a mutually agreed per cover fee. The booking fees are in addition to any monthly fees agreed with the Customer, which may include an agreed number of included bookings from the Customer's own website and / or favouritetable.com but excludes booking fees pertaining to Network Partners.

6. PER ONLINE ORDER CHARGES

The Customer agrees to pay for each order at a mutually agreed per order fee. The per order fees are in addition to any monthly fees agreed with the Customer

7. TRAINING CHARGES

Each Customer receives one telephone / web training session free of charge. Further training is available by quotation and for onsite training, expenses will also be re-charged at cost and payable to favouritetable.

8. CANCELLATIONS & NO SHOWS

Cancellations & No Shows do not incur any charges as part of the Unlimited Bookings package. When a cancellation or no show occurs, the Customer is asked to mark the relevant booking as 'cancelled' in the electronic diary provided.

9. UPGRADES

All upgrades for modules subscribed for by the Customer are free of charge and included in the fees agreed with the Customer. Upgrades exclude any new modules or add-on services released by favouritetable.

10. SUPPORT

favouritetable offers standard support Monday to Friday, except Bank Holidays, between the hours of 08:00 and 18:00. This is included in each Customer's contract at no extra charge. Should the Customer require a more bespoke service or extended support hours (OOH Support) that is not covered by our standard support desk hours, this can be arranged by quotation. Outside of those hours, favouritetable operates a 24/7 Help Desk Ticketing system with all tickets monitored by a dedicated support team.

11. BILLING & PAYMENTS

a. All prices are net, and do not include VAT at the current standard rate.
b. favouritetable delivers all invoices to the Customer electronically.
c. Unless otherwise agreed, payments to favouritetable are required in advance as soon as the contract has been entered into. Unless an alternative method of payment has been agreed in writing with favouritetable agreed, the Customer is required to setup a Direct Debit mandate that will be used for each payment owed to favouritetable during the terms of this agreement.
d. The payment information must be kept up to date at all times.
e. The Customer guarantees to (i.) provide correct card information and (ii.) is authorized to use the card and (iii.) agrees to change to credit card payment method when required and (iv.) authorizes favouritetable to execute payments pertaining to any existing contracts existing between the Customer & favouritetable.
f. All processing of Customer's cardholder data is entirely outsourced to a PCI DSS validated third-party service provider

(STRIPE). favouritetable does not electronically store, process or transmit any cardholder data. The Customer can revoke this authorization at any time. Changes of payment method become effective on the last day of each month.

12. LATE PAYMENTS

a. In the case of default of payment, favouritetable has the right to suspend the service at the Customer's cost, if a previous reminder was unsuccessful. The Customer's payment obligation remains unaffected. If the Customer is in arrears with more than 50% of the payment due, favouritetable can terminate the contract without notice, if a previous reminder was unsuccessful.

b. Without prejudice to any further claims for damages by favouritetable, the statutory interest and legal default amounts shall be calculated in the case of default of payment. A lump sum of £5 shall be charged for each reminder sent due to a delay in payment. In the case of returned direct debits arising from the Customer's fault, favouritetable may charge the Customer for expenses incurred by the extra work arising from dealing with that matter.

c. Any amounts not paid when due under this Agreement will bear interest at the rate of 0.75 percent per month or the highest rate permitted by law (whichever is less) calculated on a daily, compound rate, until paid. Failure to pay on time may result in immediate suspension of service and may also result in referral to a debt collection agency, whereupon the Customer shall be

charged, and be liable to pay, an additional sum of 15% of the value of the relevant invoice (plus VAT) to cover the collection costs incurred by the agency, plus any legal or other fees incurred by the agency in the process of chasing or collecting the debt.

13. INTELLECTUAL PROPERTY RIGHTS

a. As between the parties, the Customer acknowledges and agrees that favouritetable or its Affiliates owns all Intellectual Property Rights in the favouritetable Services and the favouritetable Materials. As between the parties, favouritetable acknowledges and agrees that the Customer owns all Intellectual Property Rights in the Restaurant's Website(s). Neither party shall take any action inconsistent with such ownership by the other party, nor attempt to register any such Intellectual Property Rights of the other party in any jurisdiction.

b. The Customer grants favouritetable during the term of this Agreement a non-exclusive, royalty-free, revocable licence to use any Customer trademarks or logos solely for the purposes of communicating the fact that favouritetable is providing the online bookings services to the Customer, and/or for the express limited purpose of giving effect to this Agreement.

c. The Customer undertakes that during the term of this Agreement and for 12 months thereafter, it will not directly or indirectly be engaged in the development or provision of a Competing Service without the prior written consent of favouritetable.

14. DATA PROTECTION

14.1 In this clause 14, the terms controller, processor, personal data, personal data breach, process and data subject shall have the meanings given to them in the UK General Data Protection Regulation and the Data Protection Act 2018 (collectively, the data protection legislation).

14.2 As between the parties, the Customer is the controller and favouritetable is the processor of any personal data (the Customer Data) processed by favouritetable in providing the Services. Customer Data will be processed for the purposes of enabling favouritetable to supply the Services for the duration of this agreement and will consist of names and contact details of end users together with details of any bookings.

14.3 The Customer shall comply at all times with its obligations as a controller under the data protection legislation and shall ensure that all instructions to favouritetable are made in accordance with the data protection legislation.

14.4 In processing Customer Data to provide the Services, favouritetable shall:

a) process Customer Data only to the extent necessary to provide the Services and on the documented written instructions of the Customer and shall notify the Customer if, in its opinion, the Customer's instructions do not comply with the data protection legislation;

b) ensure persons authorised to process Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) implement and maintain throughout the term appropriate technical and organisational measures to ensure a level of security of Customer Data that is appropriate to the risk;

d) other than those sub-processors listed in the Annex, for which the Customer gives its consent, not engage sub-processors to process Customer Data without the prior written consent of the Customer;

e) not transfer Customer Data outside the UK or the EU without the prior written consent of the Customer;

f) promptly notify the Customer if it or any sub-processor receives a request from a data subject under the data protection legislation or a communication from the Information Commissioner's Office or other responsible regulator in respect of the Customer Data and provide co-operation and support to the Customer to comply with any such requests and/or communications;

g) notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer Data and provide the Customer with sufficient information which allows the Customer to meet any obligations to report the personal data breach under the data protection legislation.

h) on the Customer's request and at the cost of the Customer, provide the Customer with assistance with any data protection impact assessments, and prior consultations with the Information Commissioner's Office or other responsible regulator which the Customer reasonably considers to be required under the data protection legislation;

i) at the end of the contract term and at the Customer's choice, either delete or return all copies of the Customer Data within its control; and

j) upon reasonable request and at the cost of the Customer, make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 14 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer.

15. TERMINATION

The termination date is the confirmed notification date received by favouritetable from the Customer confirming the date on which the Customer wishes to terminate this Agreement. The Customer is liable for all Fixed Fees up to and including the Termination Date.

16. WARRANTIES AND LIABILITIES

a. favouritetable warrants that it owns or has all rights necessary, including with respect to all Intellectual Property Rights, in order to provide the favouritetable Services and grant the licenses as specified in this Agreement. Save as aforesaid, favouritetable makes no warranties, representations or covenants or guarantees with regard to the favouritetable Services, whether express or implied, arising by law or otherwise, including without limitation any implied warranty or condition of merchantability, satisfactory quality or fitness for a particular purpose which are hereby excluded to the fullest extent permitted by law.

b. Neither party's liability: (a) for death or personal injury caused by its negligence or the negligence of its employees or agents; (b) under Part I of the Consumer Protection Act 1987; (c) for breach of any condition as to title or quiet enjoyment implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or (d) for fraud or fraudulent misrepresentation, is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

c. Subject to 15 a., in no event shall either party be liable for any:

(i) consequential, indirect, incidental, punitive, or special damages whatsoever; or (ii) for loss of profits; (iii) business interruption; (iv) loss of business information; or (v) loss of goodwill or reputation and the like, arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages.

d. Subject to 15 a. favouritetable's total aggregate liability under this Agreement (whether such liability arises due to

negligence, breach of contract, misrepresentation or for any other reason) shall not exceed the total amount paid or payable by the Customer to favouritetable under this Agreement in the last month immediately preceding the event giving rise to the claim.

17. DATA RETENTION

Favouritetable may purge two years old booking history and inactive guest record from its database.

18. GENERAL

a. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understanding and Agreements between the parties.

b. A failure by one of the parties to exercise, or a delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of the rights or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

c. Any waiver of a breach of any of the terms of this Agreement or any default under this Agreement shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this Agreement.

d. A person who is not party to this Agreement (a "third party") shall have no rights pursuant to the contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any terms of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

e. Any notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally or sent by pre-paid registered or recorded mail, to the party intended to receive the notice or communication at its address set out in this Agreement or at such other address as that party may specify by notice in writing to the party giving the notice.

f. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:
   i. If delivered personally, when left at the address referred to in clause e.; or
   ii. If sent by mail, two days after posting it.

g. The parties agree that any disputes arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be subject to English law and to the exclusive jurisdiction of the English courts.

19. CONFIDENTIALITY & EXCLUSIVITY

The terms of this Agreement are confidential and should not be disclosed to third parties.

Annex 1
Sub-Processors

Amazon Web Services
ManagedRacks (CSIT Services Ltd)