

TERMS & CONDITIONS OF USE

Introduction

1. Places App was founded by tech driven entrepreneurs with the aim of providing a service to facilitate building relationships in between businesses and their consumers via promotions, loyalties, take-away, dine-in food ordering services and more from the highest quality restaurants and coffee shops in the United Kingdom. We do this by hosting the Platform which:
 - a. Displays our Member Restaurants on the Platform for selection by Customers;
 - b. facilitates the ordering process for Customers; and
 - c. takes the hard work out of providing a takeaway food service for our Member Restaurants (**Platform Services**); and
 - d. building promo & loyalty schemes to attract new and keep existing customers.
2. These Terms constitute a contract between all users of the Platform and/or our Platform Services (**you**) and Joining Places. Your use of our Platform is subject to these Terms and by using the Platform you agree to be bound by them. If you do not agree to these Terms, you must not use our Platform.

Definitions

Customers: all users of our Platform that are not Member Restaurants.

Dine-In: an Order made by Customers through the Platform for delivery at the table in the Member Restaurant's premises.

Fee: any and all charges invoiced by Joining Places to a Member Restaurant in return for the supply of the Platform Services.

Joining Places/we/us/our: the company that provides the Platform Services and runs this Platform being KMA Tech Holding Ltd with UK company registration number: 09526034 having its registered office at One Kingdom Street, Paddington, London, England, W2 6BD.

Order: a food order placed with a Member Restaurant by a Customer through the Platform for take-away via collection, delivery or Dine-In.

Platform Services: as defined in Clause 1 of these Terms.

Profile(s): any listing on the Platform uploaded by Joining Places on behalf of a Member Restaurant.

Member Restaurant: one of our partner restaurants or cafes that provides catering services through the Platform subject to acceptance by Joining Places in accordance with these Terms.

Platform: Places App online platform which includes its proprietary domain: <http://www.joinplaces.com/>, the web-app associated with that domain as well as any mobile or tablet application operated by Joining Places.

Stripe Connected Account means a Restaurants who has agreed to the Stripe Platform Services Agreement and received approval from Stripe to receive the Stripe Platform Services;

Stripe Platform Services Agreement means the [Stripe Connected Account Agreement](#), which includes the [Stripe terms of service](#);

Stripe Platform Services means the payment processing services offered by Stripe to Joining Places and Stripe Connected Accounts including services that enable the acceptance of payments from Customer and the routing of money to and from Stripe Connected Accounts.

Subscription: means the contractual commitment by partners to become a Member Restaurant, renewing on a monthly or 12 month cycle.

Terms: these Terms and Conditions.

TERMS FOR CUSTOMERS

Registration

3. This Platform requires you to register for an account in order to view the Profiles of our Member Restaurants as well as any potential offers. In order to sign up for an account you must signify agreement with the [Privacy Policy](#), [Cookies Policy](#) and these Terms. In order to sign up for an account and make an Order, you will be required to submit personal data, which may include:
 - a. your name;
 - b. your address, if you have requested delivery of the Order;
 - c. your table number if you have requested Dine-In;
 - d. your e-mail address; and
 - e. your mobile telephone number.
4. By providing this information you consent to it being shared with the chosen Member Restaurant. Once this information has been passed directly on to the Member Restaurant, they will respond to you through the Platform with a rejection or acceptance of your Order and an estimated delivery, collection time or in the case of Dine-In, when your Order will arrive at your table.
5. Your Personal Data will be stored and processed in accordance with both our [Privacy Policy](#) and [Cookies Policy](#) respectively.
6. Once you make an Order with a Membership Restaurant via the Platform, Joining Places has discharged its responsibilities to you and all contractual matters are between you and the Member Restaurant in relation to that Order. It is therefore of the utmost importance that you communicate any important information relating to your Order with the Member Restaurant, including, but not limited to, any dietary requirements, intolerances or allergies you may have.
7. If your request for an Order is rejected by the Member Restaurant, there will be no further obligation on our behalf and we would encourage you to look for another Member Restaurant that fits your criteria.
8. All payments for Orders must be taken through the Platform. We process payments using Stripe and are subject to the [Stripe terms and conditions](#) which are incorporated into these Terms by reference.

Cancellation and amendment

9. If you wish to cancel an Order after it has been made, you may do so by contacting the Member Restaurant directly. You will be refunded the full amount less any costs incurred by us, and those costs will not exceed the full order amount of the Order . Refunds will be

processed in approximately 7 days and in any case, no later than 14 days after you cancel your Order. You cannot cancel your order if it was already confirmed with the member restaurant.

10. If you wish to amend any details of the Order, you should contact the Member Restaurant directly, Contact details are provided to you through the Platform once the Order is confirmed by the Member Restaurant. You cannot amend your order if it was already confirmed with the member restaurant.
11. If you cannot get in contact with the Member Restaurant for any reason, please [contact us](#) and we will endeavour to help you by putting you in contact with the Member Restaurant.
12. If, due to circumstances beyond our control, a Member Restaurant cancels your Order for any reason, we will inform you through the Platform immediately and you will receive a full refund to the credit or debit card you paid with.

TERMS FOR MEMBER RESTAURANTS

Member Restaurant Registration

13. If you wish for your business to become a Member Restaurant you must [submit an application](#) through the Platform.
14. We will then assess your application and we may ask you for more details. We will require certain information during the onboarding process, which may include, but is not limited to:
 - a. Food safety rating and certificate thereof;
 - b. Identification documents for the legal representative of the Member Restaurant;
 - c. Company incorporation documents or proof of business ownership;
 - d. Certificate of public liability insurance appropriate for a catering business;
 - e. Bank account details for the Member Restaurant; and
 - f. VAT number of the Member Restaurant if applicable.
15. Member Restaurants are permitted to submit content to us to upload on the Platform and in some cases upload content directly.
16. By uploading or permitting us to upload any Profile or other content to our Platform, the Member Restaurant grants Joining Places and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of such content and/or to incorporate it into other materials in any form, for the purposes of marketing.
17. Member Restaurants shall be permitted to link to their Profile on the Platform via embedded links using a portal provided by Joining Places.

18. Profiles are open to all users of our Platform to view provided they are in the correct geographical area as specified by the Restaurant. If a Customer wishes to make an Order with a Member Restaurant they can do so through the Platform.
19. If after accepting an Order, a Membership Restaurant cancels the Order for any reason, it must notify us through the Platform immediately. In cases where Customers have Ordered Dine-In, Customers must also be informed in person. The Member Restaurant must then refund the full amount of the Order and Joining Places reserves the right to charge a small cancellation fee to cover the costs of processing the payment.

Member Restaurant Obligations

20. The Member Restaurant must respond within 10 minutes to all Orders from Customers that it receives through the Platform with an acceptance or rejection of the Order. Member Restaurants should not accept an Order if it will take them more than 1 hour and 30 minutes to prepare the Order for collection, delivery or Dine-In.
21. The Member Restaurant represents and warrants that:
 - a. it has the necessary authority, rights and licences to prepare and serve the food and beverages on offer on the Platform;
 - b. the details of the food on offer in the Profiles are accurate and truthful and not misleading for Customers;
 - c. it shall respond promptly to any and all enquiries from Customers in relation to Orders;
 - d. it shall respond promptly to any and all enquiries from Joining Places when contacted; and
 - e. it shall carefully observe and take effective precautions to cater for any allergy or intolerance that they are made aware of by a Customer through any medium, including, but not limited to, allergenic ingredients listed in [Annex II of the EU Food Information for Consumers Regulation No.1169/2011 and Commission Delegated Regulation \(EU\) No. 78/2014 amending Annex II to Regulation \(EU\) No 1169/2011](#).
22. The Member Restaurant shall indemnify, defend and hold harmless Joining Places against all losses that Joining Places incurs or suffers however arising as a result of or in connection with:
 - a. the Member Restaurant's breach of the warranties set out herein;
 - b. the Member Restaurant's breach or negligent performance or non-performance of any obligations under these Terms; and/or
 - c. any claim made by a Customer or any third party arising out of or in connection with an Order made with the Member Restaurant, to the extent that such claim arises as a result of any breach of these Terms by, or the negligence of, the Member Restaurant or its staff or contractors.

23. Joining Places requires that the Member Restaurant obtains and maintains appropriate insurance including but not limited to public liability coverage to ensure that its policies cover the acts and omissions of the Member Restaurant when serving food to Customers.

Fees

24. In consideration of the supply of the Platform Services, the Member Restaurant shall be required to sign up for a Subscription.
25. The price of the Subscription is that set out on the Platform at the date of your order or such other price as we may agree in writing.
26. You will be required to pay when using our online checkout service on the Platform by submitting your credit or debit card details with your order which includes VAT at the applicable rate.
27. In return for providing the Platform Services to the Member Restaurant, the Member Restaurant must also pay a commission fee, calculated at **[insert]**% each successful transaction made to a Member Restaurant by a Customer through the Platform (**Order Fees**).
28. Order Fees are paid by the Customer to Joining Places and allocated to the relevant Restaurant via Stripe. In order to do make payment of Order Fees, the Member Restaurant's Stripe account must be approved as a Stripe Connected Account of Joining Places.
29. Payment processing services for Restaurants are provided by Stripe and are subject to the Stripe Platform Services Agreement. By agreeing to these Terms of Business and continuing to use the Platform Services, you agree to be bound by the Stripe Platform Services Agreement, as may be modified by Stripe from time to time. Under no circumstances can Stripe be used in violation of the Stripe Platform Services Agreement and any failure to do so by a Member Restaurant will be a material breach of this Terms which may result in Joining Places terminating your use of the Platform.
30. Subject to agreeing to the Stripe Platform Services Agreement and to receiving approval from Stripe to become a Stripe Connected Account, you must adhere to the following additional terms in order to be a Stripe Connected Account:
 - a. you agree to provide us with accurate and complete Know Your Client information about your business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;
 - b. you hereby authorise us to act on your behalf in setting up, creating and managing your Stripe Connected Account and any other activity required for the operation of the Stripe Connected Account and to receive notices from Stripe on its behalf;
 - c. you hereby authorise us to access your Stripe Connected Account data and to share the Stripe Connected Account data with Stripe. Stripe and Joining Places are

- independently responsible for ensuring that Stripe Connected Account data within our possession or control is protected from unauthorised disclosure; and
- d. you understand and acknowledge that if we suspect you of any fraudulent, unlawful, deceptive or abusive activity, it is contractually required to inform Stripe promptly of this on becoming aware.
31. Our preferred currency is GBP. If Order Fees are not received in GBP, the conversion is performed by Stripe. We are not responsible for any exchange rates or charges levied by Stripe for such conversion.
 32. All Member Restaurants are fully responsible for compliance with any applicable local laws and regulations in regard to the Restaurant Fees that they receive via the Platform including the payment and reporting of any applicable income or corporation taxes. For the avoidance of doubt, Joining Places is not responsible for Member Restaurants' tax payments or any other financial obligation and cannot provide the tutors with any advice in this regard.
 33. Joining Places is a provider of the Platform Services only and we act as an agent for the Member Restaurant in obtaining Orders from Customers. Once an Order is placed, all contractual matters relating to the Order are between the Customer and the Member Restaurant and so the Member Restaurant must make every effort to resolve any issues on its own.

Confidentiality

34. We undertake not to disclose any confidential information regarding the business of any Member Restaurant to third-parties except as provided for under these Terms. However, we may disclose your confidential information:
 - a. to our employees, officers, representatives, subcontractors or advisers who require such information for the purposes of carrying out their obligations under these Terms; or
 - b. as may be required by the law of a court of competent jurisdiction or any governmental or regulatory authority.

TERMS FOR EVERYONE

Intellectual property

35. We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
36. You may:
 - a. print off one copy or download extracts of any page(s) from our Platform for your personal use; and

- b. draw the attention of others within your organisation to content on our Platform PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our Platform is always acknowledged.
- 37. However, you must not:
 - a. modify the paper or digital copies of any materials you have printed off or downloaded in any way;
 - b. use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
 - c. use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 38. If you print off, copy or download any part of our Platform in breach of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Viruses and maintenance

- 39. We do not warrant or guarantee that our Platform is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our Platforms are compatible with your computer equipment, and are under no obligation to do so.
- 40. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform, the downloading of any content, or on any websites linked to it.
- 41. You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- 42. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack.
- 43. We may, from time to time, temporarily suspend the operation of our Platform with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

Linking to our Platform

- 44. You may link to our Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 45. You must not, without explicit permission:

- a. establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- b. establish a link to our Platform in any website that is not owned by you;
- c. frame our Platform on any other Platform, nor create a link to any part of our Platform other than the home page; or
- d. link from any Platform that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.

46. We reserve the right to withdraw linking permission without notice.

Third-party Links on our Platform

47. Where our Platform contains links to other Platforms and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Platforms or information you may obtain from them. We have no control over the contents of those Platforms or resources.

Limitation of Liability

48. Once we have connected our Customers with our Membership Restaurant our role is completed. The legal contract for the supply of services is between the Customer and the Member Restaurant only and Joining Places accepts no liability for any damages that may flow from that contract.

49. Further, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, otherwise, even if foreseeable, arising under or in connection with:

- a. any use of, or inability to use, our Platform;
- b. any use of or reliance on any content displayed on our Platform;
- c. any indirect, special or consequential loss, damage, costs, or expenses or;
- d. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or
- e. any failure to perform any the Platform Services or any other obligations if such delay or failure is due to any cause beyond our reasonable control; or
- f. any losses caused directly or indirectly by any failure or your breach in relation to your obligations.

50. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Platform Services.

General

51. These Terms may be varied by us from time to time. Such revised terms will apply to the Platform from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version.
52. These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.
53. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.
54. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.
55. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
56. These Terms shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.