



[1] **Unify Ordering Limited**

## RECITALS

- A. The Supplier is a supplier and distributor of products.
- B. The Provider has created a Platform to enable the Supplier to distribute Products to the Buyer.
- C. The Supplier wishes to avail of the Services of the Provider for the sale of Products within the Territory on the terms of this agreement.

## **NOW IT IS HEREBY AGREED AS FOLLOWS: DEFINITIONS AND INTERPRETATION**

In this Agreement and in the Schedules, the following expressions shall unless the context otherwise requires have the following meanings:

**Active Customer** means any customer/ Buyer who places one order in a calendar month with the Supplier through the Platform.

**Buyer** shall mean any entity who orders Products from the Supplier for their own use.

**Commencement Date** means the date of this Agreement.

**Customer Data** means all information in whatever form relating to the Active Customer, its affiliates or business that is provided to the Provider in connection with the Platform or Usage.

**Intellectual Property** means:

- (a) trademarks, service marks, business names, trade names and internet domain names; know how, devices, methods, processes (in each case whether or not patentable) and patents; computer software, source codes, data, specifications and other works of authorship, databases and database rights; any and all improvements, additions, adaptations, modifications, revivals or alterations to any of the foregoing.

**Orders** means any order for Products made through the Platform by the Buyer.

**Personal Data** means any Data means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller.

**Platform** means the app created and provided by the Provider which enables the Buyer to purchase Products from the Supplier who then distributes the Products to the Buyer.

**Products** shall mean any product supplied to the Buyer

**Services** mean the online Platform that is supplied to the Supplier and Buyer.

**Subscription Fee** means a Fee paid by the Supplier based on Usage of the Platform in accordance with Schedule.

**Supplier Data** means all information in whatever form relating to the Supplier, its affiliates or business that is provided to the Provider in connection with the Platform or Usage.

**Territory** shall mean territory of Ireland.

**Usage** means the amount of orders on the Platform.

1. **SERVICES**

- 1.1. The Provider shall provide the Services in accordance with the terms of this Agreement.
- 1.2. The Supplier hereby accepts to use the Services in accordance with the terms of this Agreement.
- 1.3. Subject to the provisions of Clause 3 and Schedule 1 the Platform allows the Supplier to use the Services in accordance with the Usage on the Platform. The Supplier has full right to stop using the platform at any time.
- 1.4. The Platform allows the Buyer to place orders with their Supplier free of charge. There shall be no Fee attributable to the Buyer for using the Platforms.
- 1.5. The Services allow the Buyer to make an Order through the Platform and the Supplier will then distribute such quantities of Products to the Buyer to the best of their ability.

## **2. SUBSCRIPTION FEE**

- 2.1.** The Supplier shall pay the Provider a monthly Subscription Fee for the Services provided by the Provider as per Schedule 1.
- 2.2.** The Supplier shall pay the amount invoiced to it by the Provider in euro within 30 days of the date of invoice.
- 2.3.** The Provider shall provide the Supplier with an invoice or alternative method of payment as set out in Schedule 2.

## **3. LICENCES**

- 3.1.** Subject to continued compliance with the terms of this Agreement the Provider hereby grants to the Supplier a non-exclusive licence for the use of the Platform to enable the Supplier to supply and distribute the Products in the Territory.
- 3.2.** The Provider shall grant access to Buyers registered on the Platform, these Buyers will in turn place orders with the Suppliers via the Platform.

## **4. SUPPLIER DATA**

- 4.1.** The Supplier hereby grants (and shall procure the grant of) a non-exclusive licence for the term of this agreement to the Provider for the unrestricted use of the Supplier Data to the extent necessary for the Provider to perform its specific functionality on the Platform and in the provision of its Services.
- 4.2.** The Supplier acknowledges that the Provider has no control over any Supplier Data as part of the provision of the Platform and does not purport to monitor the content of the Supplier Data.
- 4.3.** The Supplier shall procure that, the Supplier Data does not:
  - (a) Infringe any third party Intellectual Property Rights. Contain any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred;
  - or
  - (b) Breach any Data Protection Legislation in the manner in which it has been collated and collected by the Supplier.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1.** The Provider warrants that it is the sole, legal and beneficial owner free from encumbrance of all Intellectual Property used in the design and manufacture of

the Platform, or otherwise possesses legally enforceable rights to use such Intellectual Property.

- 5.2.** To the extent that the Provider acquires any Intellectual Property Rights from the Platform from the Usage or Supplier Data this shall automatically vest with the Provider.
- 5.3.** The Provider retains the right to compile any Supplier Data for the purpose of reports to be used as part of the Services of the Provider.

## **6. CONFIDENTIALITY**

- 6.1.** Each party shall not without the prior written consent of the other use, disclose, copy or modify the other party's confidential information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.
- 6.2.** The Provider covenants that it shall not disclose any Supplier Data without the prior written consent of the Supplier.

## **7. WARRANTIES**

- 7.1.** The Supplier warrants and represents that:
  - (a) the Supplier has the authority to enter into and carry out its obligations under this Agreement;
- 7.2.** The Provider warrants and represents that:
  - (a) it has full legal right, power and authority to provide the Platform to the Supplier on the terms of this Agreement;
  - (b) it will provide the Supplier with adequate instructions prior to the Commencement Date to enable the Supplier to effectively use the Platform;
  - (c) there will be a designated email to deal with any issues that the Supplier might have in relation to the use of the Platform;
  - (d) that the Provider will provide the Platform on an "as is" basis
- 7.3.** To the extent allowed under law, the Provider does not guarantee that the Platform will function without interruption or errors. However, the Provider will use all reasonable endeavours to fix any errors on the Platform as soon as is practicably possible.

## **8. INDEMNITY**

The Supplier shall indemnify the Provider against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Provider arising out of or in connection with the Products.

### **1. LIMITATION OF LIABILITY**

**1.1.** The Provider shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) any loss of profit, revenue, or anticipated savings; or
- (b) any loss that is an indirect or secondary consequence of any act or omission of the Provider

### **2. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

### **1. DATA PROTECTION**

It is not expected that Personal Data will be gathered by the Parties however if such a collection occurs the parties agree to enter into a data processing agreement in compliance with the European Union General Data Protection Regulation 2016/679.

## **1. RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **2. ENTIRE AGREEMENT**

- 2.1. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.
- 2.2. Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other party in relation to the subject matter of this Agreement at any time before its signature, other than those which are set out expressly in this Agreement.

## **3. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

## **4. JURISDICTION**

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

- (1) **UNIFY ORDERING LIMITED** is a private limited company incorporated and registered in Ireland with company number 575246 having its registered office at Ardagh Lodge, Newtownpark Avenue, Blackrock, County Dublin (“the **Provider**”)

**RECITALS:**

- A. The Buyer is a food and other related stock purchaser.
- B. The Provider has created a Platform to enable the Buyer to purchase Products from the Supplier.
- C. The Buyer wishes to avail of the Services of the Provider for the purchase of Products within the Territory on the terms of this agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

In this Agreement and in the Schedules, the following expressions shall unless the context otherwise requires have the following meanings:

**Buyer** shall mean any entity who orders Products from the Supplier for their own use and not for resale, remarketing or redistribution.

**Buyer Data** means all information in whatever form relating to the Buyer, its affiliates or business that is provided to the Provider in connection with the Platform or Usage.

**Commencement Date** means the date of this Agreement.

**Intellectual Property** means:

- (a) trademarks, service marks, business names, trade names and internet domain names;
- (b) know how, trade secrets, ideas, concepts, inventions, discoveries, developments, devices, methods, processes (in each case whether or not patentable) and patents;

- (c) rights in any designs, artistic works (irrespective of artistic quality), aesthetic drawings, sketches, conceptual drawings, graphic work, CAD (computer aided design) work, photographs, diagrams, charts, models, utility models, prototypes, instructions, blue prints, plans, and patterns;
- (d) rights in the nature of unfair competition rights, and rights to sue for passing off;
- (e) moral rights and copyrights, computer software, source codes, topography rights, object codes, data, specifications and other works of authorship, databases and database rights;
- (f) registration of, or applications to register, or any rights to register or apply to register, any of the foregoing; and
- (g) any and all improvements, additions, adaptations, modifications, revivals or alterations to any of the foregoing.

**Orders** means any order for Products made through the Platform by the Buyer.

**Platform** means the app created and provided by the Provider which enables the Buyer to purchase Products from the Supplier who then distributes the Products to the Buyer.

**Products** shall mean any food product supplied to the Buyer which includes but is not limited to food and drink products.

**Services** means the Platform that is supplied to the Supplier and Buyer.

**Subscription Fee** means a Fee paid by the Buyer based on Usage of the Platform in accordance with Schedule 1.

**Supplier** means any entity who supplies Products to the Buyer using the Platform.

**Territory** shall mean territory of Ireland.

**Trade Marks** the trade mark registrations and applications listed in Schedule 1 and any further trademarks that the



Provider may, by express notice in writing, permit or procure permission for the Buyer to use in the Territory in respect of the Products.

**Usage** means the amount of orders on the Platform.

2. **SERVICES**

2.1 The Provider shall provide the Services in accordance with the terms of this Agreement.

2.2 The Buyer hereby accepts to use the Services in accordance with the terms of this Agreement.

2.3 The Platform allows the Buyer to use the Services in accordance with the Usage on the Platform.

2.4 The Platform allows the Buyer to use the Services free of charge.

2.5 The Services allow the Buyer to make an Order through the Platform and the Supplier will then distribute such quantities of Products to the Buyer.

3. **BUYER DATA**

3.1 The Buyer hereby grants (and shall procure the grant of) a perpetual royalty fee, non-exclusive licence for the term of this agreement to the Provider to use the Buyer Data to the extent necessary for the Provider to perform its specific functionality on the Platform and in the provision of its Services.

4. **INTELLECTUAL PROPERTY RIGHTS**

4.1 The Provider warrants that it is the sole, legal and beneficial owner free from encumbrance of all Intellectual Property used in the design and manufacture of the Platform, or otherwise possesses legally enforceable rights to use such Intellectual Property.

4.2 To the extent that the Provider acquires any Intellectual Property Rights from the Platform from the Usage or Buyer Data this shall automatically vest with the Provider.

4.3 The Provider retains the right to compile any Buyer Data for the purpose of reports to be used as part of the Services of the Provider.

## 5. **CONFIDENTIALITY**

5.1 Each party shall not without the prior written consent of the other use, disclose, copy or modify the other party's confidential information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.

## 6. **WARRANTIES**

6.1 The Buyer warrants and represents that:

(a) the Buyer has the authority to enter into and carry out its obligations under this Agreement;

6.2 The Provider warrants and represents that:

(a) it has full legal right, power and authority to provide the Platform to the Buyer on the terms of this Agreement;

(b) it will provide the Buyer with adequate instructions prior to the Commencement Date to enable the Buyer to effectively use the Platform;

(c) there will be a designated email to deal with any issues that the Buyer might have in relation to the use of the Platform;

(d) that the Provider will provide the Platform on an "as is" basis

6.3 To the extent allowed under law, the Provider does not guarantee that the Platform will function without interruption or errors. However, the Provider will use all reasonable endeavours to fix any errors on the Platform as soon as is practicably possible.

## 7. **INDEMNITY**

The Buyer shall indemnify the Provider against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Provider arising out of or in connection with the Products.

## 8. **LIMITATION OF LIABILITY**

8.1 The Provider shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) any loss of profit, revenue, or anticipated savings; or
- (b) any loss that is an indirect or secondary consequence of any act or omission of the Provider

## 9. **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for ninety (90) days, the party not affected may terminate this agreement by giving (10) ten days written notice to the affected party.

## 1. **RIGHTS AND REMEDIES**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 2. **ENTIRE AGREEMENT**

2.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

2.2 Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other party in relation to the subject matter of this Agreement at any time before its signature, other than those which are set out expressly in this Agreement.

## 3. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

## 4. **JURISDICTION**

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**These Terms of Service** (the “Terms”) govern your access and use of the website ([www.unifyordering.com](http://www.unifyordering.com)), all subdomains related to the website (<https://www.unifyordering.com>), the mobile application titled UnifyOrdering and related software and services (collectively, the “Service”) made available by UnifyOrdering, Ltd. (“UnifyOrdering”, “Unify”, “Unify Ordering”, “we”, “us” or “our”).

Our Privacy Policy explains the way we collect and use your information. Your use of the Service indicates that you agree on behalf of yourself or the entity that you represent (collectively, “you”) to be bound by these Terms, and that you or any entity over which you have actual authority, and on whose behalf you are acting, have the capacity to be bound by its terms.

YOU AGREE THAT THESE TERMS ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE. We reserve the right to modify these Terms prospectively at any time. We will post any changes to these Terms on our website, and will indicate the date the Terms were last revised. Your continued use of the Service after any such change constitutes your acceptance of the updated Terms.

**Definitions Buyer:** A cafe, restaurant or other public-facing food-selling entity that uses UnifyOrdering to order from their Suppliers.

**User:** A member of a Buyer Account e.g. a staff member or chef in a restaurant

**Homeuser:** A member of the public that uses UnifyOrdering to order from Suppliers  
**Service:** Use of the information, tools, features and functionality provided by UnifyOrdering.

Supplier: A business entity that has registered with UnifyOrdering, primarily to sell its products or services to Buyers or Homeusers, or both.

This includes, but is not limited to, Wholesale Suppliers, Food Producers, Farmers, Butchers, Independent Retailers and Restaurants.

Visitor: Non-member user of UnifyOrdering.

Description of the Service Restaurants: The Service is an ordering service that allows Buyers to consolidate and track their inventory ordering process information by placing orders with Suppliers on UnifyOrdering.

Based on such information, the Service may also present information relating to third party products or services.

The Service is provided to Buyers by UnifyOrdering without charge to the Buyer and is intended to be an aid in organizing and managing their ordering process with Suppliers. It is not intended to provide legal, tax, or financial advice. Suppliers choose to showcase their products to Buyers in the UnifyOrdering network. Suppliers update the pricing of their products from time-to-time. It is the Buyer's responsibility to ensure latest pricing information has been downloaded prior to placing an order.

UnifyOrdering is not liable for any pricing discrepancies. Suppliers: The Service offers Suppliers an online platform to receive orders from Buyers and Homeusers, market their products and manage their incoming orders on

UnifyOrdering's dashboard, salesteam app and display products and prices on the Buyer App. The Service is provided to Suppliers by UnifyOrdering, at a fee and is intended to be an aid in organizing and managing their ordering process with Buyers and a marketplace for Homeusers.

It is not intended to provide legal, tax, or financial advice. It is the Supplier's responsibility to ensure the latest pricing information has been updated to the Service.

UnifyOrdering is not liable for any pricing discrepancies. Chargeable Additional Services: We may choose to offer additional value-added Services in addition to the base Service for a fee. If we do so, the website will identify the chargeable Services and state the associated fees, terms and methods of payment. Quoted fees for chargeable additional Services are exclusive of applicable taxes, which will be separately itemized on our statement. Fees for chargeable additional Services are non-cancellable and non-refundable, but you may cancel your subscription for them at any time. If you cancel, you will not be charged fees for subsequent subscription periods.

Buyers/Suppliers: UnifyOrdering makes no warranty or representation regarding the quality or value of the Suppliers' products. In addition, UnifyOrdering makes no warranty or representation regarding any payment by any Buyer to any Supplier. As such, any dispute between a Buyer and a Supplier must be resolved privately between that Buyer and Supplier. Homeusers/Suppliers:

UnifyOrdering makes no warranty or representation regarding the quality or value of the Suppliers' products. In addition, UnifyOrdering makes no warranty or representation regarding any payment by any Homeuser to any Supplier.

As such, any dispute between a Homeuser and a Supplier must be resolved privately between that Homeuser and Supplier.

Eligibility:

In order to use the Service, you must first agree to these Terms through logging in or signing up to the app or dashboard. The Service is available only to legal entities and persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. Account Information from Third Party Sites:

In order to provide the Service, UnifyOrdering may share certain information about Buyers and/or Suppliers with other Buyers and/or Suppliers registered

with UnifyOrdering. UnifyOrdering makes no warranty or representation regarding the accuracy or legality of any information shared with Buyers or Suppliers. In addition, UnifyOrdering makes no warranty or Unify Ordering, Ltd. representation regarding third-parties or their failure to obtain data or their loss of data, personalization settings or other service interruptions. Your Registration Information:

You agree and understand that you are responsible for maintaining the confidentiality of your account, password or pin number or any other contact information you provide from your “Registration Information,” which allow you to access the Service. By providing UnifyOrdering with your e-mail address and/or phone number you agree to receive all required notices electronically, to that e-mail address and/or phone. It is your responsibility to update or change that address with UnifyOrdering, and UnifyOrdering shall not be responsible for your failure to do so.

UnifyOrdering does not share Supplier information (product catalog, prices, etc.) with other Suppliers on our platform. Suppliers’ product lists and prices are only visible to Buyers and Homeusers who are potential buyers of your products. If you become aware of any unauthorized use of your Registration Information, you agree to notify UnifyOrdering immediately.

Your Use of the Service: Your right to access and use UnifyOrdering and the Service is personal to you and is not transferable by you to any other person or entity. Furthermore, it is UnifyOrdering’s policy that access is only allowed for lawful purposes. You must provide true, accurate, current and complete information about yourself and other accounts that you maintained, as requested in the initial setup process, and you may not misrepresent your Registration Information.

In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the

accuracy and effectiveness of the Service to you may be affected. Your access and use of UnifyOrdering may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of UnifyOrdering or other actions that UnifyOrdering, in its sole discretion, may elect to take.

UnifyOrdering is not responsible for any damages in connection therewith. 2020 UnifyOrdering, Ltd. Rights You Grant to Us: We do not assert ownership over any of your content. Rather, subject to the rights granted to us and our users in these Terms, you retain full ownership of all of your content and any intellectual property rights or other proprietary rights thereto. You understand and agree that you are solely responsible for all of your content. By uploading your content on the Service, you grant UnifyOrdering a non-exclusive, transferable, fully paid, worldwide license to use, copy, reproduce, process, adapt, publish, transmit, host and display your content for the purpose of (i) providing you and other users the Service and associated support; and (ii) analyzing and improving the operation of the Service. Notwithstanding anything to the contrary herein, you agree that UnifyOrdering may obtain and aggregate technical and other data about your use of the Service that is non-personally identifiable with respect to you (“Aggregated Anonymous Data”), and UnifyOrdering may use the Aggregated Anonymous Data to improve, support and operate the Service and otherwise for any business purpose during and after the term of this Agreement.

For clarity, this does not give UnifyOrdering the right to identify you as the source of any Aggregated Anonymous Data. You authorize UnifyOrdering to store copies of any or all of your content as we deem necessary in order to facilitate the operation of the Service. You represent and warrant that you have all rights, consents and/or permissions necessary to grant the licenses in the previous paragraph, including under any and all copyright, trademark, and other intellectual property rights, as well as any moral rights, rights of privacy, rights of publicity and similar rights of any type in or to your content. You may not upload to or otherwise make available on the Service any content for which you do not



have all necessary rights, licenses, consents or permissions needed to so make available such content on the Service.

**UnifyOrdering's Intellectual Property Rights:** The contents of UnifyOrdering, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including computer programs) and other material are the intellectual property of UnifyOrdering and are protected under both Irish and other applicable copyright, trademark and other laws and treaties internationally.

UnifyOrdering grants you the right to view and use the Service subject to these terms. You may not use the Service except for its intended purposes. UnifyOrdering reserves the right to withdraw, expand and otherwise change the Service at any time in UnifyOrdering's sole discretion. Y

ou shall not be entitled to "frame" or "mirror" any content contained on, or accessible through, the Service, on any other server or internet-based device. Any feedback, comments or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions that you provide as we see fit and without any obligations to you. You may download or print a copy of information provided on UnifyOrdering for your internal use only.

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automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service without UnifyOrdering's express written consent, which may be withheld in UnifyOrdering's sole discretion; Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, or intelligent agents) to navigate or search UnifyOrdering, other than the search engines and search agents available through the Service and other than generally available third party web browsers (such as Microsoft Internet Explorer); Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise may interfere with the proper working of UnifyOrdering or the Service; or Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of [www.unifyordering.com](http://www.unifyordering.com), the UnifyOrdering mobile application or the Service.

Disclaimer of Representations and Warranties: THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH UNIFYORDERING OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. UNIFYORDERING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF UNIFYORDERING OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

UNIFYORDERING MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON UNIFYORDERING OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

UNIFYORDERING MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR

COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Not a Financial Planner, Broker, Legal or Tax Advisor: NEITHER UNIFYORDERING NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. UNIFYORDERING IS NOT A FINANCIAL PLANNER, BROKER, LEGAL OR TAX ADVISOR.

The Service is intended only to assist you in your business's organization and decision-making and is broad in scope. Your company's operational and financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your 2020© Unify Ordering, Ltd.. situation.

Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

Alert Disclaimer: You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. UnifyOrdering intends to provide alerts in a timely manner with accurate information. However, we cannot guarantee the delivery or the accuracy of the content of any alert. You also agree that UnifyOrdering shall not be liable for any damages caused by delays, failure to deliver, or misdirected delivery of any alert and/or orders; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. Limitations on

UnifyOrdering's Liability: IN NO EVENT WILL UNIFYORDERING OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, PARTNERS OR AGENTS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL , SPECIAL OR INDIRECT DAMAGES (INCLUDING FOR ANY LOST

BUSINESS PROFITS, LITIGATION COSTS OR LOST DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF UNIFYORDERING IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNIFYORDERING'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF €100 OR THE AMOUNTS PAID BY YOU TO UNIFY ORDERING IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO SUCH LIABILITY.

Your Indemnification of UnifyOrdering: You shall defend, indemnify and hold harmless UnifyOrdering and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you. You shall not agree to any settlement offer or terms unless approved by UnifyOrdering.

Ending your relationship with UnifyOrdering: This Agreement will apply from the date of registration. If you wish to terminate your legal agreement with UnifyOrdering, you may do so by closing your account for the Service by contacting UnifyOrdering.

UnifyOrdering may terminate its legal agreement with you at any time at its sole discretion.

Governing Law and Forum for Disputes: This Agreement, and your relationship with UnifyOrdering under this Agreement, shall be governed by and construed under the laws of Ireland, without regard to its conflict or choice of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Ireland.

Miscellaneous: If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator 2020 © Unify Ordering, Ltd. or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement. You agree that if

UnifyOrdering does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which UnifyOrdering has the benefit of under any applicable law), this will not be construed to imply a formal waiver of UnifyOrdering's rights and that those rights or remedies will still be available to UnifyOrdering. All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. Except as expressly agreed to the contrary or in the event there is a physical executed copy between the parties, this Agreement represents the entire understanding and agreement between you and UnifyOrdering regarding the subject matter of this Agreement and supersedes all other previous agreements