

# USER AGREEMENT

**The Initial Users agree that:**

MEANINGS:

These words and phrases have defined

**Confidential all information of a confidential nature (however recorded or preserved)**

Information concerning the user and chef, a Member or their respective businesses (including details of customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software) and the terms of this Agreement;

**Intellectual Property all patents, rights to inventions, copyright and neighboring and related**

rights, moral rights, trademarks, service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, confidential information (including trade secrets and know-how) and all other intellectual and industrial property and similar rights, whether registered or unregistered, and including (a) all renewals or extensions of these rights and (b) all applications and rights to apply for and be granted these rights which subsist in any part of the world

**Payment Date the initial date of each subscription or Order purchase on the calendar month/year that**

the chef signed up or, if not a Business Day, the Business Day immediately following.

# About

## Swoop

Swoop is a food application that allows users to sell and buy cooked produce at a fixed price of £2. The contractual sale is between chef and user. Swoop has as no control over and does not guarantee the quality and safety of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

### **TERMS OF SALE AND PAYMENTS**

You must not use our services for any unlawful purposes. All information you provide on the accounts, whether on our Services or to a third party, must be truthful, accurate and current. You shall correct any information that is no longer accurate or current. We do not charge users to register with our services, create a Swoop account, or use our website.

Your total price will include the price of the product plus any applicable tax or commission. The fees we charge using our service as a chef amounts to 10% commission, equivalent to 50 pence. You, the user, agree that each sale through our service will be expressed as a "donation" towards the seller you are completing the transaction of the item. We may change our seller fees from time to time by posting the changes on the Swoop site 28 days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees.

All sales of food products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. Swoop reserves the right to update and change the Terms of Service without advance notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service.

In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service

## **Privacy Policy**

Your data and certain other information about you is subject to our Privacy Policy. See our full privacy policy at [www.swoopmeals.com](http://www.swoopmeals.com) ("Privacy Policy").

## **User Responsibility**

Swoop has no control over the representations or actions of its users. Although these Terms require users to provide accurate information, we do not attempt to confirm, and do not confirm, any user's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Site and Services. By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against the particular user or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Swoop with respect to such actions or omissions.

## **Eligibility**

The services are intended for the use of anyone over the age of 18. By using Swoop's Services, you represent and warrant that you (a) are 18 years of age or older (b) are a legal resident of the United Kingdom or its territories (c) have not been previously suspended or the service, or engage in any activity that could result in a suspension or expulsion from the Services, and (d) have full authority to enter into these Terms and will not violate any other agreement.

## **Subscription**

Swoop retains the rights and privileges to accept, deny or curtail its services to customers however it deems fit. This action will be merely due to commercial or business-related reasons and in no way discriminatory in regards to race, gender, ethnicity, religion or otherwise as stated in the diversity and equality act. In the scenario of a dispute, customers are allowed to open a case with swoop in which the customer in question is guaranteed a response from a member of swoop to address their concerns.

Only meals are valid to be used anytime within a given year or a 365-day cycle. Free deliveries and expedited or express deliveries are only valid within the stipulated advertised number of days as seen on the website in which afterwards are set to expire. In a case where all allocated numbers of free deliveries have been used, the customer will be charged the standard delivery that is displayed on the meal menu.

A service fee is charged for the use of the platform and all other web applications attached to it. This service fee is paid regardless of customer status i.e subscriber or pay-as-you-go customers. Unless in a case where the service fee is waived, all customers are required to make this payment to complete the meal purchase process.

All subscribers must abide by the terms and conditions laid out by swoop and anyone in violation of its terms could either be denied services or blocked from using the platform. Refunds: As for swoop Subscribers, refunds are made based on the number of weeks that the customer has been subscribed to the subscription plan. Only customers who have used less than 5% of their total meal count will be eligible for a refund with a refund fee of 25% of the total amount paid for the subscription plan. Pay-as-you-go customers receive a full refund on items that have not been delivered within the stipulated time + one hour. Please note that the required maximum delivery wait time for each transaction is 120 minutes. A scenario where this delivery wait time has been exceeded will result in a full refund from swoop within 3-5 business days. Please note that this time varies per bank or financial institution of the given user.

#### Meal Counts:

Swoop has the rights to dictate and outline the terms of conditions regarding its meal counts and how to allocate each meal plan to a finite number of meals. Swoop retains the right to reduce, increase or detract away meals from any user or set of users at will.

Swoop may not:

- A) Subtract meals from a User's meal account without their awareness
- B) Refrain from serving a Subscriber or User due to their race, ethnicity, Religion, Sexual Orientation or thereof.

- C) Duplicate or use the details of a subscriber for nefarious reasons or reasons stated outside its Terms and Conditions
- D) Violate a User's privacy policy or thereof: ( See our Privacy Policy for more information)
- E) Intentionally Deduct from a User's Meal Count without the approval of the User or Subscriber in person.
- F) Swoop shall not knowingly falsely display a meal count that isn't reflective of the User's meal counts any violation of a these should be noted and sent to [help@swoopmeals.com](mailto:help@swoopmeals.com)

#### Meal Limit:

Swoop will implement a weekly meal limit on all meals available to subscribers. A maximum of 10 meals shall be imposed on all given subscribers. These meal limits will take effect at the start of the subscription cycle. Users and Subscribers will be notified when their meal limit has been reached and a fore-notification may or may not be in place to alert users prior to reaching their meal limit.

As at 3rd of February 2021, all Free deliveries will only be available on weekends. Free Deliveries can be applied from 4pm of any given Saturday and Sunday until 9pm. Outside weekends, all free delivery services will be suspended and a custom £3.50 delivery fee will be applied on all orders. All other descriptions and definitions of free deliveries will remain the same including the assurance of a maximum of 90 minutes delivery wait time.

#### For Express Delivery:

Express Deliveries or ED can be applied on any day (Weekend or Weekday) on orders to be delivered during the weekdays and Saturdays before 4pm. See further explanation in the Express Delivery section. The Service Express Delivery or ED will only be applicable for subscribers or customers who are within a reachable distance to swoop's kitchen(s) and thus will be privy to benefiting from ED. Customers who do not qualify for ED will be immediately notified before the approval of their account. We do not guarantee that all meals will be delivered within the recommended timeframe as instances such as traffic, hold-ups, road maintenance and other changes that could derail or delay our delivery drivers might occur.

#### ***Definition of an Infinity Plan Subscriber***

The Infinity Plan meal is defined as a meal plan that gives users a finite amount of meal and access to all available Menus that are within the platform. The Infinity Plan also allows Users a set amount of free deliveries that will be permissible only for 365 days after which all privileges granted will be removed or suspended. In a case where the Subscriber is still

in credit of meals or deliveries (including ED), a User may or may not be eligible for a reimbursement of their meals or a credit in either monetary terms or otherwise.

Infinity Plan Subscribers will be given the following Rights & Privileges:

Please note that these privileges and rights shall be updated from time to time.

- a) A finite amount of meals per year
- b) A finite amount of free deliveries per year which is inclusive of Express Deliveries
- c) A finite amount of time to use up all meals and deliveries
- d) Access to all Menus and Cuisines displayed on the website
- e) A potential free meals offering
- f) A free trial or thereof;

***Definition of a Value Plan Subscriber:***

The Value Plan meal is defined as a meal plan that gives users a finite amount of meal and access to a limited amount of Menus and cuisines within the platform. The Value Plan also allows Users a set amount of free deliveries that will be permissible only for 365 days after which all privileges granted will be removed or suspended. In a case where the Subscriber is still in credit of meals or deliveries (including ED), a User may or may not be eligible for a reinstatement of their meals or a credit in either monetary terms or otherwise.

Value Plan Subscribers will be given the following Rights & Privileges:

Please note that these privileges and rights shall be updated from time to time.

- a) A finite amount of meals per year
- b) A finite amount of free deliveries per year which is inclusive of Express Deliveries
- c) A finite amount of time to use up all meals and deliveries
- d) Access to a limited number of meals and Cuisines displayed on the website
- e) A potential free meals offering
- f) A free trial or thereof

***Definition of a Starter Plan Subscriber:***

The Starter Plan meal is defined as a meal plan that gives users a finite amount of meal and access to a limited amount of Menus and cuisines that are within the platform. The Starter Plan also allows Users a set amount of free deliveries that will be permissible only for 29 & 1 days after which all privileges granted will be removed or suspended. In a case where the Subscriber is still in credit of meals or deliveries (including ED), a User may or may not be eligible for a reinstatement of their meals or a credit in either monetary terms or otherwise.

Starter Plan Subscribers will be given the following privileges/Rights:

Please note that these privileges and rights shall be updated from time to time.

- a) A finite amount of meals per month or year
  - b) A finite amount of free deliveries per month or year which is not inclusive of Express Deliveries
  - c) A finite amount of time to use up all meals and deliveries
  - d) Access to limited number of meals and Cuisines displayed on the website
  - e) Currently no free trials exist for members of the starter plan
- If you feel that swoop or any member of its organisation has acted in violation of these terms please contact us at [help@swoopmeals.com](mailto:help@swoopmeals.com)

## General Use

### RESTRICTIONS

By using the Service, you represent that you are at least eighteen (18) years old and human (rather than a “bot” or other automated process). You represent that all information provided by you to Swoop through the Service or by other means is accurate. You may not use the Service for any illegal or unauthorized purpose, including but not limited to any use that violates any government law or regulation, infringes upon intellectual property, or tortuously harms another person or entity in any form. Without limitation to any of the foregoing, you additionally agree that: 1. You will not modify, adapt or hack the Service or Site. 2. You will not modify another website so as to falsely imply that it is associated with the Service, or any other Swoop service. 3. You will not reproduce, duplicate, copy, reverse engineer, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by

Swoop 4. You will not engage in verbal, physical, written or other abuse (including threats of abuse or retribution) of any Swoop user, customer, employee, or member. A violation of this will result in immediate Account termination. 5. You will not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages in any way to Swoop users, customers, employee's members, or officers or to anyone through use of the Service or Site. 6. You will not transmit any worms or viruses or any code of a destructive nature to Swoop users, customers, employees, members, or officers, or to any individual through use of the Service or Site. 7. You will not access, tamper with, or use non-public areas of the Services, Swoop computer systems. 8. You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures.

9. You will not forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information. 10. You will not interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus,

overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

## **CONTENT RESTRICTIONS**

Users may not post, upload, publish, submit or transmit any content that: 1. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; 2. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; 3. Is fraudulent, false, misleading or deceptive; 4. is defamatory, obscene, pornographic, vulgar or offensive; 5. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; 6. is violent or threatening or promotes violence or actions that are threatening to any other person; or 7. promotes illegal or harmful activities or substances. Swoop has unrestricted rights to edit, remove, or delete any content at any time.

## **CONTENT OWNERSHIP**

All patents, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks, service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, confidential information (including trade secrets

and know-how) and all other intellectual and industrial property and similar rights, whether registered or unregistered, and including (a) all renewals or extensions of these rights and (b) all applications and rights to apply for and be granted these rights which subsist in any part of the world; includes all images, videos, audio files, text, graphics, and other information or

materials posted or made available through the Site or Service by users under their User ID. Without limiting the foregoing, you may not duplicate, copy, or reuse any portion of the computer code, PHP/HTML/CSS or visual design elements of the Site or the Service without express written permission from Swoop. Nothing in the Terms grants you a right or licence to use any trade mark, design right or copyright owned or controlled by the Swoop or any other third party except as expressly provided in the Terms. Except as set out in the following paragraphs, users must not at any time disclose any Confidential Information to any other person or use for it any purpose other than the performance of their obligations as Members. The obligation of confidentiality in the previous paragraph does not apply to information that is or becomes generally available to the public.

Swoop and User Content are protected by copyright, trademark, and other laws of England & Wales and foreign countries. You shall not obscure, diminish, or destroy any trademarks, service marks, or notices accompanying the Swoop and User Content.

## **THIRD PARTY WEBSITES AND CONTENT**



The Site may contain links to third party websites or content from third party websites that are not controlled under this Terms of Service agreement. You acknowledge that Swoop is not liable or responsible for any third party websites or any third party content, information or products made available at third party websites. You acknowledge sole responsibility and assume all risk arising from your use of any such websites or resources.

You are solely responsible for properly canceling your Account. Account cancellation requests must be submitted via email. Cancellations by phone or sent via any other means will not be considered valid. All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your Account is cancelled.

Swoop, in its sole discretion, has the right to suspend or terminate your Account and refuse any and all current or future use of the Service for any reason on at any time. The reasons for this might include your violation of these Terms of Service. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account. Swoop reserves the right to refuse service to anyone for any reason at any time.

## **MISCONDUCT & RESOLUTION**

If you share a meal with a host or guest who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or inappropriate behavior or (ii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Swoop by contacting us with your police station and report number at [help@swoopmeals.com](mailto:help@swoopmeals.com) provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you. You agree that for any dispute you have with Swoop, you will first contact us and attempt to resolve the dispute with us informally. In the unlikely event that Swoop is not able to resolve the dispute with you, we each agree that any claim or controversy (excluding claims for injunctive or equitable relief) arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, shall be settled by arbitration, arbitrate disputes under the Arbitration Act of 1996

## **GOVERNING LAW**

These Terms of Service and any action related thereto will be governed by the laws of England & Wales without regard to its conflict of law's provisions. Any disputes relating to these Terms of Service or the Service or Site will be heard in the courts located in England & Wales.

## **DISCLAIMERS**

Swoop Meal Sharing does not warrant that (i) the Service or Site will meet your specific requirements, (ii) the Service or Site will be uninterrupted, timely, secure, or error-free, (iii) the information or Meal Sharing and User Content viewed on the Service or Site will be accurate, reliable, or truthful or complete (iv) the quality of any products, services, meals, social encounters, information, or other material purchased, obtained, or experienced by you through the Service will meet your expectations, and (v) any errors in the Service or Site will be corrected.

You agree to defend, indemnify, and hold Swoop, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site or the Service; (ii) your violation of these Terms of Service; or (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right by you or your mobile app; or (iv) your use of the Site or Services to interact or communicate with other users.

Swoop does not screen or otherwise inquire into the background of any users of the site or service, nor does it attempt to verify any users' statements made through the site or service. Swoop is not responsible for and makes no representations or warranties regarding the actions of any users of the site or services.

We require chefs to display the materials, ingredients, and information you view on our services, including, but not limited to, ingredients as accurately as possible. However, we do not guarantee the accuracy of such materials, ingredients and information and are not responsible for any claims arising or resulting from your reliance thereon. You are solely responsible for, and assume all risks of, all online or offline communications and interactions with other users of the site or services and with other persons with whom you communicate or interact as a result of your use of the site or services. You agree to take all reasonable precautions and exercise good judgment in your interactions and communications with other users of the site and service and in consuming home cooked food.

Questions about these Terms of Service should be sent to

[help@swoopmeals.com](mailto:help@swoopmeals.com)

## **ARBITRATION PROCEDURES**

You agree that any case arising out of or related to these Terms of Services must commence

by you within one (1) year after the cause of action arose; otherwise your ability to bring any case or cause of action against Swoop shall be permanently barred. These Terms will be interpreted in accordance with the laws of England & Wales, without regard to conflict of law

provisions. This Agreement shall enure to the benefit of each party and its successors, assigns and agents.

Binding Arbitration. Any dispute or claim between you and Swoop, arising out of, or relating in any way to, the Terms of Service (“Dispute”) shall be resolved exclusively by final, binding arbitration. This agreement you and Swoop are each giving up the right to go to court and have any Dispute heard by a Judge or jury. The provisions of this Section shall constitute your and Swoop written agreement to arbitrate Disputes under the Arbitration Act of 1996 (“Agreement”). Any modification to this Agreement shall be in writing and sign by you and Swoop. The arbitration will be administered by the Arbitration Act of 1996 and conducted before a single arbitrator pursuant to its rules, including the Supplementary Procedures for Consumer Related Disputes, available at <http://www.citizensadvice.org.uk/> or by calling 03444 111 444. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award. Payment of all filing, administration and arbitrator fees will be governed by English Court and the Arbitration Act of 1996. All arbitrations to be conducted in England & Wales and in accordance with the Arbitration Act of 1996. No collective or representative actions shall be brought against SWOOPMEALS LTD, you and Swoop expressly agree that each shall bring any dispute, in any amount, against the other, in each other’s respective individual capacities and not as a collective or representative case in any purported class, representative proceeding or as an association. In addition, we each agree that all disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these Provisions.

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## **Disclaimer**

**IN NO EVENT SHALL Swoop BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF Swoop HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), IN A WARRANTY, CONTRACT, OR NEGLIGENCE ACTION THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. Swoop ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER**

EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. Swoop ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL Swoop's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO Swoop OR A Swoop's RESTAURANT, IF ANY, OR (B) £1000 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITATION IS ENFORCEABLE IN NEW JERSEY. YOU AND Swoop AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND Swoop AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE. IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION