

Terms of Website Use

Updated: 16/02/23

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website www.localmealapp.com (our site).

Click on the links below to go straight to more information on each area:

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Who we are and how to contact us

www.localmealapp.com is a site operated by LOCALMEAL LTD ('We'). We are registered in England and Wales under company number 13658797 and have our registered office at Clifton House, 131-133 Cleveland St., W1T 6QE. Our main trading address is Clifton House, 131-133 Cleveland St., W1T 6QE. We are regulated by Companies House.

We are a limited company.

To contact us, please email info@localmealapp.com

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [https://www.localmealapp.com/_files/ugd/3d112d_34476231953d42beb4b1127717a61920.pdf], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy [<https://www.localmealapp.com/cookie-policy>], which sets out information about the cookies on our site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site at any time at our sole discretion, and for any reason.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Content on our site is provided to you for your information and personal use only and may not be downloaded, reproduced, distributed, transmitted, displayed, sold, licensed or otherwise exploited without our prior written consent.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites 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 websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on <https://www.localmealapp.com/contact>

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 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 and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Uploading content to our site

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of our site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below in Rights you are giving us to use material you upload.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right in our sole discretion to remove any posting you make on our site at any time and for any reason. You are solely responsible for securing and backing up your content.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

You give us permission to adapt your user content (e.g., by cutting user content footage or combining it with third party footage, overlaying it with text, images and/or audio, making memes, etc.) and use your user content (in whole or in part, in its original or adapted form) on any of our sites or social media channels/pages/accounts. You agree that your permission to use the user content is non-exclusive, royalty free, transferrable, worldwide, perpetual, irrevocable and sublicensable.

Non-exclusive means you may use your user content for your own purposes or let others use your user content for their purposes. Our licence is royalty free, meaning we do not owe you anything else in connection with our use of your user content. Our licence is transferable, meaning we may freely transfer it to any other party. Worldwide means you allow us to exercise these rights anywhere in the world. Perpetual means that these rights last indefinitely. Our licence is sublicensable, meaning we may freely authorise others to exercise the rights under the licence.

You promise that: (i) you are at least 18 years old; (ii) you either own all rights in and to your user content and/or you have obtained appropriate rights and permissions from all other persons who own, manage or claim any rights with respect to the user content; (iii) you understand that you will not be paid for the use of the user content; (iv) you are the parent or guardian of any minor child appearing in the user content; and (v) your user content does not infringe the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation.

The user content that you submit is deemed non-confidential and we have no obligation to maintain the confidentiality of any information contained therein, except pursuant to our privacy policy.

User feedback

We appreciate when users send us feedback. Please only provide feedback, comment, or suggestions that you agree we may use without restriction. By providing your feedback, you grant us a non-exclusive worldwide perpetual licence to reuse, redistribute, modify, or create derivative works therefrom, for our promotional, commercial, or research purposes and in any media now known or hereafter devised.

Furthermore, you guarantee that, to the best of your knowledge in the exercise of reasonable prudence, your feedback does not infringe on any intellectual property or moral rights of any third party.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be error-free. Although we take reasonable precautions, we cannot guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@localmealapp.com.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.