

## Terms and Conditions

Company website: [www.cateringcloud.co.uk](http://www.cateringcloud.co.uk)

July 25, 2018

### 1.0 General.

These terms and conditions govern the use of the "service" that is made available on our website; [www.cateringcloud.co.uk](http://www.cateringcloud.co.uk). These terms and conditions represent the whole agreement and understanding between us and the individual or entity who subscribes to our service.

#### **PLEASE READ THIS AGREEMENT CAREFULLY.**

By submitting your application and by your use of the service, you agree to comply with all of the terms and conditions set out in this Agreement. [www.cateringcloud.co.uk](http://www.cateringcloud.co.uk) may terminate your account at any time, with or without notice, for conduct that is in breach of this agreement, for conduct that we believe is harmful to our business, or for conduct where the use of the service is harmful to any other party.

**Catering cloud**, in its sole discretion, changes or modifies this agreement at any time, with or without notice. Such changes or modifications shall be made effective for all subscribers upon posting of the modified agreement to the web address above. You are responsible for reading this document from time to time to ensure that your use of the service remains in compliance with this agreement.

Any new features or tools which are added to the current store shall also be subject to the terms of service. You can review the most current version of the terms of service at any time on this page. We reserve the right to update, change or replace any part of these terms of service by posting updates and changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### 2.0 Our Services.

**Catering cloud** is a website building and hosting company. Do you need to build a site from scratch? Or do you already have a website that needs hosting? Either way, we're here to make it easy. And make it work. When your online business is successful, so is ours.

That's why our products are designed to make your website reliable and findable, professional and presentable, in any format from desktop to mobile. Faster page loading, tighter online security, constant updating, neat, effective tools to drive traffic to your site. We're much more

than just the UK's largest domain registrar; we do everything to help make you appear like someone you'd like to do business with.

### **3.0 Responsibility of Customers.**

When you apply for our services, you will be asked to select a subscriber id. and password online. The subscriber id. and password is the means through which you access certain services. You acknowledge and agree that it is your responsibility to safeguard the subscriber id. and password you select from any unauthorized use. IN NO EVENT WILL WE BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF YOUR SUBSCRIBER ID OR PASSWORD. Subscribers are responsible for maintaining accurate account information at all times, including credit card and contact information. This information can be updated in your account control panel.

### **4.0 Prohibited Conduct.**

**Cateringcloud.co.uk** does not allow the use of unsolicited commercial email ("spam") to promote products or services. Any subscriber engaging in the sending of spam through our network or promoting other services on our website will be considered as a breach of this agreement and will be suspended from the service immediately. Your use of the service must comply with that of our company, as well as the laws of your country at all times.

### **5.0 Notices.**

You agree that, unless other instructions are posted by us, any notices required to be given under this agreement will be deemed to have been given if delivered by email or fax, or sent by registered mail or to each of the parties in accordance with the most current contact information you have provided to us, and the contact information for website.com posted on the website. **www. Cateringcloud.co.uk**. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

### **6.0 Privacy.**

The privacy policy sets out our obligations with respect to the safeguarding, collection, and use of subscribers' personal information. Our privacy policy is subject to modification from time to time, and such changes are effective upon posting of the modified policy to this URL:

**<http://www.cateringcloud.co.uk/privacy-policy/>**

Email newsletters will only be handled directly by us. Subscriber information will not be disclosed or sold to any third parties. You may also be contacted by our designated customer review providers for customer experience and service feedback.

### **7.0 Limitation of Liability.**

The service is provided as required by our customers; we guarantee the best working experiences in our website building and hosting services. Your ideal domain name, your own

branded email, fully supported web hosting - all achievable right here and now. Your success online begins when you register a strong domain name. Once your website's built and your domain is part of your email address, you'll suddenly stop feeling like someone operating from the kitchen table and start looking and feeling, every inch, like an established business.

#### **8.0. Indemnification.**

You agree to indemnify and hold catering cloud, its affiliates, sponsors, partners, directors, officers and employees harmless from and against, and to reimburse catering cloud with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to your breach of this agreement or use by you or any third party of the services.

#### **9.0 USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS.**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation

(1) To maintain any comments in confidence;

(2) To pay compensation for any comments; or

(3) To respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these terms of service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **10. Force Majeure.**

**Catering cloud** will not be liable for any delay, interruption or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide,

earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond our control that may prevent or delay service provisioning.

#### **11. Un-enforceable Provisions.**

If any part of this agreement is found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without affecting the remaining parts of this agreement in any way.

#### **12. Governing Law.**

The rights and obligations of the parties under this agreement are governed by and shall be construed in accordance with, the laws of the province of British Columbia and the federal laws of your respective countries. You may be subject to other local, provincial or state and national laws. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the province of British Columbia for any dispute arising under or relating to this agreement and waive your right to institute legal proceedings in any other jurisdiction. We shall be entitled to institute legal proceedings in connection with any matter arising under this agreement in any jurisdiction where you reside, do business or have an asset.

#### **13. Entire Agreement:**

This agreement, as may be updated from time to time and posted at <http://www.cateringcloud.co.uk/terms-and-conditions/>, represents the complete agreement and understanding between us with respect to the service and supersedes any other written or oral agreement.