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## LV EATS AFFILIATE RESTAURANT TERMS AND CONDITIONS

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LV eats IS NEW AND UNIQUE OFFERING IN YOUR LOCAL COMMUNITY. BY BECOMING AN AFFILIATE MEMBER OF LV eats YOU CAN TAKE AND DELIVER ORDERS FOR FOOD AND BEVERAGES FROM OUR MEMBERS VIA [www.localvalu.com](http://www.localvalu.com) WEBSITE AND MOBILE APPLICATION (“APP”).

### Essential Legal Notice

The terms and conditions set out below are supplemental and in addition to the terms and conditions you have already agreed to as part of your LV local membership. They are the contractual provisions that apply when you become a LV eats Affiliate Restaurant and fulfil orders from our members. It is important that you read understand and agree to be bound by them before taking orders from our members:

1. LV eats provides a web based and mobile App gateway to local restaurants in your area for LV local members to order food and beverages from those restaurants (if offered and if they are legally allowed to order).
2. The contract for ordering and delivery of your meal is between you and our member. Our function is to provide the technology for you to advertise your restaurant and menu to take and deliver orders to our members. We will process the cash and LV local Discount Loyalty Tokens (“LV local Tokens”) element of the order and pass the cash onto you as detailed in clause 11 below.
3. LV eats **is not a party to that contract** and any issues or complaints our member may have about the service you provide including delivery times, wrong orders cold food or claims for charge-backs must be handled by you directly with the member.
4. CHARGE-BACK DISPUTES PROCEDURE: we are the primary account holder for your merchant account with the merchant acquirer so any request for a charge-back amount is, in the first instance, debited from our account with the merchant acquirer. It is essential therefore that If you receive or become aware of a claim for a charge-back from a member you must notify us immediately. Upon receipt of notification of a charge-back claim from any source we will freeze the amount in dispute in your account until the matter is resolved. We will not intervene in any dispute you may have with our members save as to the freezing of the amount in dispute. If the dispute is resolved in your favour we will release the amount in question into your account. If the dispute is resolved in favour of the member our account with the merchant acquirer will be debited with the amount in question so you will owe us that amount. If your account with us has insufficient funds we will debit the disputed sum from any monies that we may owe you for future transactions.
5. As part of your affiliate membership you agree to take in part payment of the total order a minimum of 5% in LV local tokens. You can take a higher percentage if you want but you must abide by the minimum percentage rule on all members’ orders.
6. It is part of our members’ LV eats terms and conditions that they must inform you If they have any specific dietary requirements, food allergies or intolerances such as, but not limited to, nut, dairy or other allergies.
7. It is the member’s responsibility to tell you before placing an order of any such requirements. You must abide by any such requirements notified to you by our members. We accept no liability or indemnity to you or our members for any failure by you to comply with this provision.
8. Allergies and special requirements will be printed on the order sent to your printer. There will also be a check box for you to tick to confirm that you acknowledge and

- understand the Allergy and Special request information. You are required to confirm this by ticking the box and attaching a copy of the order on all order you send out.
9. HOW IT WORKS: we list all participating restaurants on our website [www.localvalu.com](http://www.localvalu.com) and via our mobile app. Your logo, website and menu details will be listed allowing members to choose what to order. When the member has chosen to order clicking on the link will send the order to your restaurants printer.
  10. You will have your own terms and conditions in relation to the use of your service. The member will accept those terms and conditions in order to use your service and when they do so the contract for the provision and delivery of food and or beverages will come into effect.
  11. You must clearly advertise the amount of discount you will allow LV local members to use in LV local Tokens on all orders on your App page and our website [www.localvalu.com](http://www.localvalu.com) com.
  12. Hygiene Certification: we will only list a restaurant that displays a current Food Standards Agency Hygiene Certificate on its website with a minimum rating of 3. If your restaurant's hygiene certificate falls below that standard we reserve the right to remove your listing until a satisfactory standard is achieved.
  13. PAYMENT: you agree that we will process all cash and LV local Tokens from our members who use our website and or app to place an order with your restaurant.  
**Cash:** All online card payments are made to Instant Discounts Limited and will appear on your statement as LV eats . When you receive an order from our member, we will carry out a standard authorisation check on the member's payment card to ensure there are sufficient funds to pay for the order. The card will be debited upon authorisation being received. The monies received upon the debiting the members card shall be treated as full payment against the value of the order. The Member is deemed to have fully paid their account with you.  
**LV local Token redemption:** when the member pays for the order they will be taken to a payment page and will be asked to **provide their credit/debit card details**. The amount charged will be the face value of the order less any advertised discount in LV local Tokens.  
Once the cash payment and LV local Token redemption has been processed your will receive an order via your printer. You will deliver your order in accordance with your terms and conditions.  
**Refunds & Charge-backs**  
Online cash payments are handled by Instant Discounts Limited. Payments so made will appear on your statement as LV Eats t. In accordance with standard banking practice payments are usually ring-fenced for a period of between 5 -10 working days subject to any refund or charge back disputes you may have with the member payment will be credited to your account after that time. No refunds of LV local tokens will be made to any parties in any circumstances.
  14. Linking Arrangements: for the duration of you membership of LV Eats we will establish and maintain a link from LV Eats [www.localvalu.com](http://www.localvalu.com) to your restaurant's website All links established under this Agreement shall be either in plain text or shall be applied to graphical material. You will establish and maintain a hypertext link from your restaurant's website to [www.localvalu.com](http://www.localvalu.com) and ensure that all links remain functional and up-to-date for the duration of your membership. **[You may not establish any framing links to our website without our permission; Neeta to advise]**
  15. Trademarks: We grant you a non-exclusive, non-transferable, royalty free licence to

use our trademarks only for the purpose of linking to our website. You agree that our trade marks remain our property at all times.

16. Intellectual Property: We are the sole and exclusive owner of all Intellectual Property Rights (“IPRs”) in [www.localvalu.com](http://www.localvalu.com) including, but not limited to: all code, text, sound, video, graphics, photographs and other images that form a part of our website.

#### 16.. GENERAL TERMS AND CONDITIONS:

- a. LV local Tokens have no monetary value and cannot be exchanged for cash. Under no circumstances can Loyalty Tokens be purchased, sold or otherwise exchanged for cash or other monetary consideration whatsoever either from us or any other LV local member and or merchant. They remain the property of Instant Discounts Limited at all times.
- b. Our website [www.localvalu.com](http://www.localvalu.com) and mobile App is provided and on as is basis and whilst we strive to operate the site continuously there may be times when it is not available for maintenance or outage reasons.
- c. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.
- d. Limitation of liability: our total liability to you in respect of all other losses arising under or in connection with the Website, the App or your use of it, whether in contract, tort (including negligence but not fraud), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of any one order or £100, whichever is lower.
- e. For our privacy and cookies policies please see [https://www.localvalu.com/terms\\_conditions/Cookiespolicy.pdf](https://www.localvalu.com/terms_conditions/Cookiespolicy.pdf)
- f. We encourage members to review their experiences with our participating restaurants -see clause 24 of App Users Terms and Conditions. You agree to participate in that review process.
- g. Assignment: You may not transfer any of your rights or obligations under these terms and conditions without our prior written consent. We may transfer any of our rights or obligations under these terms and conditions without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.
- h. We may amend these terms and conditions from time to time. Your continued use of this website will denote acceptance or any amendments so made.
- i. Entire agreement: these terms and conditions constitute the whole agreement between you and us and no failure on our part to enforce the same shall constitute a waiver on our part of our rights.
- j. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.