

Legal

UK UberEATS General Terms and Conditions

Last updated: August 2, 2018

1. INCORPORATION.

These UberEATS General Terms and Conditions (“*General Terms*”) are expressly incorporated into and made a part of the UberEATS Platform Order Form (“*Order Form*”) (the Order Form and these General Terms, collectively, the “*Agreement*”).

2. TERM AND TERMINATION.

This Agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue for a period of one (1) year from the Effective Date (“*Initial Term*”) and shall automatically renew for successive one (1) year periods (each, a “*Renewal Term*” and together with the Initial Term, the “*Term*”). Either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within two (2) days’ notice thereof by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving seven (7) days’ prior written notice of termination to the other party. Sections 1, 4.2, 4.3, 5 (for the time period specified), 6-10, and the last sentence of this Section 2 shall survive the expiration or termination of this Agreement.

3. Intellectual Property.

3.1 License to Marks; Restrictions.

Subject to the terms and conditions of this Agreement, each party hereby grants to the other party (and, in the case of Company, to its affiliates) a limited, non-exclusive and non-transferable license during the Term to use the such party’s respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Order Form. For purposes of this Agreement, the term “Marks” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party’s marks by the other party will be in the form and format specified or approved by the owner of such marks. Other than as specifically set forth in this Agreement, neither party will use the other party’s marks without the prior, express, written consent of the other party (by email is sufficient). All goodwill related to the use of a party’s marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

3.2 No Development.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS

AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Restaurant and Company prior to the commencement of any such activities.

4. Confidentiality.

4.1 Definition.

“*Confidential Information*” means any confidential, proprietary or other non-public information disclosed by one party (the “*Discloser*”) to the other party (the “*Recipient*”) whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient.

4.2 Requirements.

Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Agreement, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Agreement before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of this Agreement and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser’s election) any and all materials or documents containing the Discloser’s Confidential Information, together with all copies thereof in whatever form.

4.3 Privacy.

You agree to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing under this Agreement. You shall maintain the accuracy and integrity of any Personal Data provided by us and in your possession, custody or control. You agree to retain Personal Data provided to you by us solely by using the software and tools provided by us. (“*Personal Data*”) means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, and (iii) any information that may otherwise be considered “personal data” or “personal information” under the applicable law.

5. Insurance.

During the Term and for one (1) year thereafter, each party shall maintain Commercial General Liability and, if required by law, Worker's Compensation insurance. The Commercial General Liability insurance policy limits shall be One Million Dollars (\$1,000,000) (or the local currency equivalent thereof) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) (or the local currency equivalent thereof) in the aggregate. In addition, we agree to maintain Commercial Automobile Liability insurance with limits of One Million Dollars (\$1,000,000) per accident for bodily injury or property damage arising out of the ownership, maintenance or use of owned, hired, and non-owned vehicles. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon a party's request, the other party shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.

6. Representations and Warranties; Disclaimer.

6.1 Representations and Warranties.

Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement (including without limitation all applicable data protection and privacy laws); and (e) the content, media and other materials used or provided as part of this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

6.2 DISCLAIMER.

EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. Indemnity.

Each party (the "*Indemnifying Party*") will indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the "*Indemnified Party*") from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) (collectively, "*Losses*") with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Uber and the independent contractor delivery partners ("*Delivery Partners*")) to the extent they are your agents pursuant to an Order Form) in their

performance of this Agreement; (b) any claims that the Indemnifying Party breached its representations and warranties in this Agreement; or (c) any claims that the Indemnifying Party's Marks infringe a third party's intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party. In addition, you will indemnify, defend and hold harmless the Company Indemnified Parties from and against any and all Losses with respect to any third party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or willful misconduct of Company or its employees, agents or Delivery Partners. Notwithstanding anything to the contrary in this Agreement, you shall, at your expense, defend, indemnify and hold harmless Uber against all liability and loss in connection with (i) any loss, unauthorized disclosure, theft, or compromise of personal data by or from you and/or your sub-processors and (ii) any breach of and/or non-compliance with the Agreement or where appropriate, any EU data protection legislation by you and/or your sub-processors. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

8. Limits of Liability.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF RESTAURANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

9. No Publicity.

Except as may be expressly agreed by the parties in writing, neither party may issue a press release or otherwise refer to the other party in any manner with respect to this Agreement or otherwise, without the prior written consent of such other party.

10. General.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of laws provisions. You hereby consent to exclusive jurisdiction and venue in the courts sitting in England. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth on the Order Form, or such other address as may be provided, and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the designated recipient. In addition, you agree to receive autodialed calls or SMS messages sent by or on behalf of Company. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Company may amend the General Terms from time to time. Amendments will be effective upon Company's posting of such updated General Terms at this location or otherwise being made available to Restaurant through the UberEATS platform or as part of the provision of the UberEATS services. Your continued access or use of the UberEATS platform or services after such posting constitutes your consent to be bound by the General Terms, as amended. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "*Force Majeure Event*"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in an Order Form), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used in connection with this Agreement. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.