

## **Terms of Use** **The Food Assembly**

Welcome to the Food Assembly! When you access our website, you agree to our terms and conditions, so please take a few moments to read these Terms of Use. By using our website, you are entering into a legally binding agreement. Please read these terms and conditions carefully before you start to use our website at <https://thefoodassembly.com/en> (the “**Website**”). You may wish to print a copy of these Terms of Use for your future reference.

### **Section A - General**

#### **1. General**

- 1.1.** These Terms of Use, together with the documents referred to within, regulate the use of our Website and define the legally binding terms on which you access, browse, register or otherwise use the Website and receive the services, (the “**Services**”). The Terms of Use apply to all users of the Website, including without limitation guests, registered shoppers (“**Members**”), registered sellers (“**Producers**”), users who have registered to set up a local Assembly (“**Assembly Hosts**”) and contributors of any content, material, information or services on the Website.
- 1.2.** By using our Website in any manner, you confirm that you accept these Terms of Use and that you agree to comply with and be bound by them. You understand that breach of any of these Terms of Use may result in your rights to use the Services on the Website being restricted, suspended or withdrawn.
- 1.3.** If you do not agree to these Terms of Use, you must not access the Website or use the Services.
- 1.4.** We may amend these Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they will be binding on you. These Terms of Use were last updated on May, 29th 2017.

#### **2. Other Applicable Terms**

These Terms of Use also refer to the following additional terms, which also apply to your use of our Website, as well as any other operating rules, policies or procedures that may be published from time to time on the Website, each of which is incorporated into these Terms of Use by reference and each of which may be updated by us from time to time:

- For Producers and Assembly Hosts only, the Special Conditions of Use <https://thefoodassembly.com/en/p/terms>, which accompany these Terms of Use and take precedence over them in the event of any conflict (the “**Special Conditions of Use**”).
- As further detailed in clause 6 below, in respect of any payments made via the Website, MANGOPAY e-wallet Terms and Conditions, found here: <https://thefoodassembly.com/en/p/terms>.

- For every User of the Website, the Data Privacy Policy relating to the processing of personal data by the Company and the use of cookies on the Website, which accompany these Terms of Use and take precedence over them in the event of any conflict (the "**Data Privacy Policy**").

### **3. About**

- 3.1.** The Website is a site owned and operated by Equanum Ltd, a private limited company registered in England and Wales with registered number 8971115, and registered address 300 High Holborn, Lincoln House, London WC1 7JH (the "**Company**", "**We**", "**Us**"). Our VAT number is 187 8883 28.
- 3.2.** Our contact details are as follows :  
 Postal address: Equanum Ltd, 300 High Holborn, Lincoln House, London WC17JH  
 Phone number: +44 20 7092 6606  
 Email: [contact@foodassembly.com](mailto:contact@foodassembly.com)

### **4. About The Website**

- 4.1.** The Website is an online marketplace allowing users who comply with our Terms of Use to create and manage, or simply join an online community which is set up and organised by an Assembly Host, (an "**Assembly**") in order to trade in groceries and other everyday items (the "**Products**"). Once registered, users can create personal profiles, interact with other Members and use other services on the Website. Assembly Hosts are responsible for overseeing the sales facilitated by the Assembly (the "**Sales**") and coordinating the delivery of the Products ordered on the Website (including setting the dates and delivery locations).
- 4.2.** The purpose of an Assembly is to establish a direct link between the suppliers of Products (the "**Producers**"), who wish to sell their Products through an alternative outlet to consumers. In order to benefit from this direct relationship, users must also register with the Website and at least one local Assembly in order to become a member ("**Member**").
- 4.3.** We operate the platform and implement the tools and technical means to enable this relationship, but any contract for sale is made directly between the Member and the Producer. We do not have possession of any Products offered for sale and are not directly involved in the transactions between Members and Producers. The Company is not part of the contract of sale between Members and Producers, nor any other contract concluded between Users of the Website. The Company accepts no liability for any issues which may arise during the conclusion of these contracts.
- 4.4.** We do not review Producers' offers or content on the Website. We have no control over and do not guarantee the existence, quality, safety or legality of Products advertised; the truth or accuracy of Producer's offers, the ability of Producers to provide the Products; the ability of Members to pay for Products; or the fulfilment of transactions, the smooth functioning of Assemblies, or the proper implementation of the contracts entered into between Members and Producers. We do not provide a guarantee to Assembly Hosts or Producers regarding market outlets or the volume of customers, and shall not be liable to Assembly Hosts or Members for any guarantee regarding the number and the diversity of Producers.

- 4.5.** We do not provide any undertaking regarding, (i) the compliance of Orders with applicable laws and regulations; (ii) the compliance of Products with applicable laws and regulations, including their preparation and/or labelling; (iii) the conformity of delivered Products with the terms of the contract and the existence of possible hidden defects; (iv) the risks linked to transporting, storing, conserving and delivering the Products; or (v) the compliance with hygiene and maintenance rules including in regard to the Distribution site.
- 4.6.** We cannot give any undertaking, that Products and/or services you purchase from Producers through the Website will be of satisfactory quality, and this and any other such warranties (whether express or implied) are disclaimed by us absolutely to the fullest extent permitted by law. This disclaimer does not affect your statutory rights against a Producer. Where you Order goods and/or services through the Website we may disclose your customer information related to that transaction to the relevant Producer.

## **5. Accessing our Website and Services**

- 5.1.** Our Website is made available free of charge to all users, save that the Company and the Assembly Hosts are paid through commission paid for by the Producers.
- 5.2.** We do not guarantee that our Website, any Content or any of the Services, will always be available or be uninterrupted, or fault-free. Access to our Website is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of our Website without notice at any time. We will not be liable to any user of the Website if for any reason the Website is unavailable at any time or for any period. Please note that content on our Website may be out of date at any given time and we are under no obligation to update it.
- 5.3.** We do not guarantee that our Website, or any Content on it will be free from errors or omissions.
- 5.4.** You are responsible for making all arrangements necessary to have access to our site and are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

## **6. Membership and Registration**

- 6.1.** Our Services are available only to, and may only be used by, individuals who are 18 years and older and who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful.
- 6.2.** Users who fulfil the requirements above and wish to join an Assembly must first register an account to become a Member of the Website (“**Account**”), in accordance with clause 6.3 below, by completing all required fields on the Website registration form found here: <https://thefoodassembly.com/en/join>. Users, whether or not already a Member, can also apply to become an Assembly Host or Producer, in accordance

with the terms set out in the Special Conditions of Use, found here: <https://thefoodassembly.com/en/p/terms>.

- 6.3.** In order to register for an Account, you must provide a full name, email address, postcode and town, and secure password, which you may update at any time via the Website. You are solely responsible for keeping your log in details (including your password) confidential and must not disclose it or share it with anyone. You will be responsible for all activity and Orders that take place using your log in details. In the event of theft, loss, fraud or unauthorized use of a user's password or account, you must contact us immediately at support@foodassembly.com. In such circumstances, we reserve the right to take any measures we deem appropriate.
- 6.4.** Once registered for an Account, you will then be invited to select up to three Assemblies of their choice to join (from a list of local Assemblies based on the postcode and city information you provided on registration), by completing the Assembly registration form on the Website. In the event that there are no suitable Assemblies, you are free to de-register from the Website, but if you choose not to de-register, your Account will remain active, you will continue to receive newsletters and emails informing you of new Assemblies in your area (provided you have not opted out via your account management page) and you will be able to register with an Assembly at any time in the future.
- 6.5.** Where we have reason to suspect or believe that there has or is likely to be a security breach or other misuse of the Website, we reserve the right to require you to change your password. Failure to do so may result in us suspending or deleting your account.
- 6.6.** As a user, you:
  - 6.6.1.** represent and undertake that all Account information provided is accurate, up to date, honest and not misleading;
  - 6.6.2.** commit to updating your Account information as and when it changes; and
  - 6.6.3.** accept sole responsibility for any direct or indirect adverse consequences caused by the inaccuracy of this information or failure to update this information.
- 6.7.** The information submitted to create or update an Account constitutes a proof of your identity. We reserve the right to verify, at any time, the accuracy of the information provided and to ask you for any additional documentation or information for the purpose of identity verification.

## **7. How to de-register**

- 7.1.** You can at any time decide to terminate your membership of an Assembly and/or change an Assembly, through the Configuration Page in your Account.
- 7.2.** In addition, you can unsubscribe from the Website at any time by sending an email to support@foodassembly.com. We will send you confirmation that your account has been cancelled, after which point you will no longer have access to the

Services. Orders placed before unsubscribing will nevertheless be carried out and you will be bound by the terms and conditions of the Order as if you were a Member, until the Order is completed.

## **8. Payments on our Website**

- 8.1.** All payments made on the Website are processed by a third party payment handler, MANGOPAY SA, 59 Boulevard Royal, L-2449 Luxembourg, listed under number B173459, a registered e-money company which provides services for the issuing, use and management of e-money (“**Payment Service**”). In Order to buy and sell Products advertised on an Assembly, Members must register and create an electronic wallet account (“**Electronic Wallet**”), with the Payment Service.
- 8.2.** By having an Account, users agree to be bound by the Terms and Conditions of the Payment service <https://thefoodassembly.com/en/p/terms>. In the event of any conflict between the Terms and Conditions of the Payment Service on the one hand, and these Terms of Use and/or the Special Conditions of Use on the other, the latter will take precedence, with the exception of where applicable law demands the application of the Terms and Conditions of the Payment Service.
- 8.3.** The Payment service is solely responsible for these transactions.

## **9. Uploading Content onto our Website**

- 9.1.** Whenever you make use of a feature that allows the upload of content of any nature (including written, visual, audio, video or other content, including any offer of Products made by Producers) (“**Content**”) to our Website, or make contact with other users of our Website (such as via the public discussion space on the Website (the “**Discussion Space**”) and the private messaging space (the “**Message Space**”), you must comply with the rules set out in these Terms of Use.
- 9.2.** You are solely responsible for the interaction with others on the Website and for all Content you choose to upload to the Website, which means that if you provide Content in breach of these terms, you may be required to compensate anyone who suffers as a result. Accordingly, you must ensure to respect the usual rules of moderation, politeness, and cordiality with regard to any interaction with other users or exchange of Content on the Website.
- 9.3.** Please use your common sense when uploading Content onto public spaces such as the Discussion Space, in particular when giving out personal details. For example, do not send someone your bank account or credit card details.
- 9.4.** You must not use the Website to knowingly harass, threaten, intimidate, blackmail or otherwise abuse another user and if someone asks you not to contact them again, you must not contact them via the Website again.
- 9.5.** You must not use messages to send unsolicited advertising or promotions, requests for donations or “spam”, or pass on email addresses or any other information on to third parties.

- 9.6.** The Message Space is like a private email service restricted only to users of the Website, which provides you with a means to communicate with other users of the Website. Any Content sent to any other user through the private Message Space will be considered private correspondence, for which the sender will be solely responsible.
- 9.7.** Users are expressly informed and agree that we may access at any time, messages exchanged through the Message Space, and use them, if necessary, to protect our rights in particular in the context of legal proceedings.
- 9.8.** You undertake to us that you possess all the rights and authorisations necessary for the publication of any Content uploaded onto the Website and that the Content does not infringe any third party intellectual property rights. In the event that we receive a complaint in respect of any content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate us for any loss suffered. We reserve the right to remove any such content immediately and/or provide your identity to any third party who is claiming that any such content constitutes a violation of their intellectual property rights, or rights to privacy.
- 9.9.** You grant us a non-exclusive, perpetual, irrevocable, royalty-free, fully sub-licensable and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such licence to use the Content you add to our Website, throughout the world in any media, including, for example, for our campaigning purposes or marketing materials. We will not use your Content for marketing or publicity purposes without first contacting you for your permission.
- 9.10.** You agree to allow the Company to store or re-format your Content on the Website and display your content on the Website in any way we choose. We will only use personal information in accordance with our Data Privacy Policy.
- 9.11.** You agree only to publish Content that is lawful, does not harm public Order, decency or the rights of a third party, does not violate any law or regulation and more generally, which is not likely to expose us to civil or criminal liability.
- 9.12.** We act only as a hosting service provider and have no knowledge or control of the Content published by users in the context of the Services. Views expressed by individuals on our Website do not represent the views of the Company. We do not moderate, select, verify or control in any way the Content and we accept no liability for the Content posted by third parties. All complaints must be directed in the first instance to the author of the Content in question or the Assembly Host. You may, however notify us of any Content related complaints at [support@foodassembly.com](mailto:support@foodassembly.com).
- 9.13.** We reserve the right to remove material posted on the Discussion Spaces (or any other public space on the Website) and to contact you in the event that there are concerns about the content you have contributed. If we believe that any material placed on the Discussion Space (or any other public space on the Website) by you is unlawful we may contact the relevant authority.

## **10. Prohibited Use of the Website**

**10.1.** You must not use the Website for disseminating any of the following Content (this list is not exhaustive):

- Content which is unlawful, harassing, pornographic, obscene, indecent, shocking, abusive, threatening, inappropriate for family viewing, vulgar, libellous, defamatory, injurious, violent, racist, xenophobic, or Holocaust denying;
- dishonest, misleading Content, or Content which offers or promotes unlawful, fraudulent or dishonest activities;
- material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- Content which is harmful to the IT systems of third parties (such as viruses, worms, Trojan Horses etc.); or
- more generally, Content which is likely to violate the rights of a third party (including intellectual property rights, image rights, etc.) or to be prejudicial to third parties, in any manner or form.

**10.2.** In addition, you must not use the Website for any of the following purposes (this list is not exhaustive):

- transmitting material containing any form of advertising or promotion for goods and services, junk mail, chain letters or “spam”;
- gaining unauthorised access to other computer systems;
- interfering with any other person’s use or enjoyment of the Website;
- impersonating another person or otherwise mislead as to the origin of Content;
- the carrying out of illegal or fraudulent activities, or any activity violating the rights or safety of third parties;
- the violation of public Order or of applicable laws and regulations;
- intrusion of a third party’s IT system, or any activity likely to harm, control, interfere with or intercept part or all of a third party’s IT system, or to violate its integrity or safety;
- the sending of unsolicited emails, and/or marketing or commercial solicitation emails;
- manipulations aimed at improving the indexing of a third party website;
- the collection and aggregation of any information present on the Website without the Company’s expressly given authorisation;
- the assistance or incitement, in any manner or form, of one or several of the aforementioned acts and activities; or
- more generally, any practice aiming to divert the Services to purposes other than those for which they have been created.

**10.3.** It is strictly forbidden for Users to copy and/or divert for their own purposes or those of a third party the concept, technologies or any other element of the Website.

**10.4.** Equally strictly forbidden are: (i) all behaviours likely to interrupt, suspend, slow or impede the Services’ continuity; (ii) all intrusions or attempts to intrude into the Company’s systems; (iii) all actions likely to divert the resources of the Website; (iv)

all actions likely to impose a disproportionate burden on the Website's infrastructures; (v) all violations of security or authentication measures; (vi) all acts likely to violate the rights and financial, commercial, or moral interests of the Company or of the Website's Users; (vii) all actions aimed at suppressing, hiding or displacing the advertisements or promotional messages found on the Website; and (viii) any breaches of these general terms and conditions.

- 10.5.** It is strictly forbidden to trade, sell or grant all or part of the access to the Services or to the Website, as well as to the information which is hosted and/or shared on it.
- 10.6.** You warrant that any Content you upload and your use of the Website complies with the standards set out in these Terms of Use, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

## **11. Intellectual Property**

- 11.1.** We are the owner of all intellectual property rights in the Website and any materials published on it. These rights are protected by copyright laws and treaties around the world. All such rights are reserved. You may only access and use the materials for personal use and you may not otherwise reproduce, distribute, publicly perform, publicly display, modify or create derivative works of the materials (or authorise others to) for commercial gain, without a licence to do so from us.
- 11.2.** We own or are the licensee of all rights, titles, interests, in and to the Website, including all rights under patents, copyrights, data base rights, design rights, trade secrets, trademarks, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. Any disassembling, decompilation, decryption, extraction, re-use, copying, or more generally any act of reproduction, representation, transmission or use of any of these elements, in part or in whole, without the authorisation of the Company is strictly forbidden and may be subject to legal action.

## **12. No reliance**

- 12.1.** The Content on the Website is provided for general information only and is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representation, warranty or guarantee, whether express or implied, that the content on our site is accurate, complete or up-to-date and you acknowledge that any reliance on such information will be at your own risk.
- 12.2.** We have no obligation to verify the content of such information or to edit any such information provided by third parties.

### **13. Limitation of Liability**

- 13.1.** Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 13.2.** To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 13.3.** We will not be liable to any user 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 Website; or
  - use of or reliance on any Content displayed on our Website.
- 13.4.** In respect of Producers and Assembly Hosts only, please note that 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.
- 13.5.** If you are a consumer user, please note that we only provide our Website 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.
- 13.6.** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.
- 13.7.** We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

### **14. Viruses**

- 14.1.** We do not guarantee that our Website will be secure or free from bugs or viruses.
- 14.2.** You are responsible for configuring your information technology, computer programmes and platform in Order to access our Website. You should use your own virus protection software.
- 14.3.** You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which

our site is stored or any server, computer or database connected to our Website. 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 Website will cease immediately.

## **15. Linking to Our Website**

- 15.1.** 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.
- 15.2.** 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.
- 15.3.** You must not establish a link to our Website in any website that is not owned by you.
- 15.4.** Our Website 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 or an Assembly home page.
- 15.5.** We reserve the right to withdraw linking permission without notice.
- 15.6.** The website in which you are linking must comply in all respects with the content standards set out in these Terms of Use.
- 15.7.** If you wish to make any use of content on our site other than that set out above, please contact [support@foodassembly.com](mailto:support@foodassembly.com).

## **16. Third Party Links**

- 16.1.** We can under no circumstances be held responsible for the technical availability of third party websites from which you gain access via the Website.
- 16.2.** We accept no liability for content, advertising, products and/or services available on such third party websites and we are not responsible for any transaction occurring between you and a third party website.

## **17. Advertising**

We reserve the right to insert on any page of the Website or in any communication with users any form of advertising or commercial message. You understand that we may transmit any advertising content or promotional content on the Website and in its communication with you or other users.

## **18. Waiver**

Any failure by us to require strict performance of any of your obligations under these Terms of Use, and any failure by us to exercise any of the rights or remedies to which we are entitled, shall not constitute a waiver of such rights or remedies and shall not relieve you from

compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **19. Severability**

If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **20. Indemnity**

If you are accessing the Website in the course of a business, you will indemnify and hold harmless the Company against any charges, complaints, actions and/or claims for which the Company could be held liable following any violation by you of any one of your obligations under these Terms of Use, and/or the Special Conditions of Use to the extent they apply and you undertake to compensate us for any liabilities to which it could be subject and to pay for all the fees, charges and/or sentences to which we could be subject as a result.

## **21. Personal data**

The Company collects and processes Users' personal data. The processing of personal has been declared to the Information Commissioner's Office (ICO) under the number ZA231225. For further details, every User is invited to read the Website's Data Privacy Policy carefully.

Under current legislation, Users have a right to access and correct the data relating to them. Users are able to object to the processing of their personal data, on legitimate grounds. For them to exercise these rights, the Company asks Users to send an e-mail to [support@foodassembly.com](mailto:support@foodassembly.com) or a mail to the address mentioned in Article 3.1.

## **22. Sanctions of breaches**

**22.1.** In the event of any breach of these Terms of Use (and/or of the Special Conditions of Use to the extent they apply) or violation of applicable laws or regulations, we reserve the right to take any appropriate measure, including without limitation:

- a) suspending or terminating access to all or part of the Services of the User who committed the breach or offence and any User who participated in any such breach;
- b) removing any content published on the Website;
- c) publishing on the Website any notice that the Company deems useful;
- d) alerting all relevant authorities; and/or
- e) taking legal action.

**22.2.** Any suspension or termination shall take full effect on the date we send the communication to the User and the User's account will be automatically cancelled without further notice, without prejudice of any other rights we may have.

### **23. Trademarks**

"The Food Assembly" is a Community Trade Mark (CTM) registered to Equanum SAS (Registered Address: 2 rue de la Roquette - Cour Sainte Marguerite, 75011 Paris, France).

### **24. Applicable law and jurisdiction**

These general terms and conditions are governed by English law. In the event of a dispute regarding the validity, interpretation and/or execution of these general terms and conditions, the parties submit to the exclusive jurisdiction of the English courts.

## **Section B - Sales Process**

The following section explains the process by which Members buy and sell Products on the Website via the Assembly sales space. Once you have registered an Account and selected an Assembly to join, you will be able to access any sales taking place within your chosen the Assembly (“**Sales**”). You cannot take part in a Sale unless you are registered with the Website and a member of at least one Assembly.

### **1. How the contract is formed between Members and Producers**

- 1.1.** Please note that when you purchase Products on the Website the resulting legal contract is between you and that Producer and is based on the terms set out in this section B (the “**Agreement**”). Even though we may help facilitate the transaction, all transactions are entered into between you and the Producer, and we shall not have any liability, obligation or responsibility in connection with any transaction between you and the Producer.
- 1.2.** Each Order you place shall be deemed to be an offer by you to purchase the Products subject to this Agreement and the applicable product details. After you place an Order, you will receive an e-mail acknowledging that we have received your Order (“**Order Acknowledgement**”). However, please note that the Order Acknowledgement does not mean that your offer has been accepted. The Producer’s acceptance or non-acceptance of your Order will take place as described in section 1.3 below.
- 1.3.** No Order shall be deemed to be accepted by the Producer unless the minimum Order threshold for that specific Producer has been reached, or the Producer decides, notwithstanding that the minimum Order has not been met, to fulfil the Order. The contract between you and the Producer will be formed when the Order confirmation email (the “**Order Confirmation**”) is sent to you and will relate only to those Products and/or services notified in the Order Confirmation.
- 1.4.** You understand that if a Producer’s minimum Order threshold has not been reached the Producer is not compelled to accept your offer and, accordingly, may not fulfil Orders made by you on the Website. You will receive an Order Confirmation via email, confirming whether an Order will be fulfilled in whole, fulfilled in part, or not fulfilled at all, as the case may be, at least 6 hours before the intended distribution time.
- 1.5.** You should carefully review the terms of this Agreement, the Order Confirmation and the applicable details on the product page in relation to the Order.
- 1.6.** When an offer to purchase has been accepted, Producers will do all that they can to ensure that your Order is fulfilled. Products are, however, subject to availability, market and weather conditions and seasonal changes so there may occasions that a Product is not available for collection. If Producers are unable to deliver an item you have ordered, you will not be charged for it. We will, however, bear no liability for unavailability of Products.

## **2. Access to the Sales**

- 2.1.** Each Assembly includes a space (the “**Sales Space**”) in which Members place their Orders directly with the Producers (the “**Orders**”) and provide payment. The sale of Products is settled directly between Members and Producers within the Sales Space of each Assembly.
- 2.2.** As a result, it is compulsory for Members to access the Sales Space to place their Orders. Members are forbidden from proceeding in any other manner. Any sale conducted outside the Sales Space will not be considered as having taken place on the Website and releases the Assembly Hosts and the Company from the obligations to which they are subject in these Terms of Use and the Special Conditions of Use.
- 2.3.** A Sale is organised through the Website as follows:
  - 2.3.1.** Before any Sale Producers must have created notes summarising the characteristics of their Products (the “**Product File**”) and establish conditions according to which they intend to sell the Products, in particular with respect to quantity and price (an “**Offer**”). They must also set the minimum threshold of Orders required for an Order to be approved and for the Products to be delivered by the Producer in question, in accordance with the conditions set out hereafter.
  - 2.3.2.** Prior to and during the Sale, the Assembly Host selects the Offers which will be put forward for Sale, according to the nature of the sale he or she intends to organise, and fixes the date (the “**Distribution Day**”), as well as the timetable (the “**Timetable**”) in which the delivery of the Products will take place (the “**Distribution**”). He or she informs the Producers of the selected Offers, the Distribution Day and the Timetable.
  - 2.3.3.** He or she opens the Sales and informs the Members of the Assembly at least ninety six (96) hours prior to the Distribution.
  - 2.3.4.** The Assembly Host may also add new Offers at any time during the Sale.
  - 2.3.5.** The Assembly Host and the Producer may also modify or withdraw Offers at any time. However such modifications or withdrawals bear no consequences on Orders placed by Members before such modification or withdrawal.
  - 2.3.6.** The Producer is irrevocably bound by the Orders placed in response to his or her Offers, and is not permitted under any circumstances to refuse to carry them out with the exception of the following cases:
    - (i) force majeure;
    - (ii) unavailability of the Products, in which case the Producer is to explain to the Company the reasons for such unavailability; or
    - (iii) the minimum threshold for Orders required by the Producer is not reached.

- 2.3.7. The Sale is automatically closed at the latest at 3:00 AM the day before the delivery. However the sale of certain Products (for instance, meat and dairy products) may be closed at any time for reasons relating to organization, availability or logistics.
  - 2.3.8. If at the time a Sale is closed, the minimum threshold of Orders required by a Producer has not been reached, the Assembly Host must immediately inform the Members affected that the Sale between the Members and the Producers has been cancelled, having failed to reach the required threshold, provided that the Producer can still agree to proceed with the Sale.
  - 2.3.9. In the event of a cancellation, Users will be informed, notably via the Order Confirmation (as defined below) which they are sent.
  - 2.3.10. After the closure of a Sale, the Company will produce an Order Confirmation for each Member and Producer, summarising inter alia:
    - (i) for each Producer: Order details by Member, the total price of each Order and the price per Product, as well as the information relating to delivery (address, contact, Distribution Day and Timetable); and
    - (ii) for each Member: the details and total price of his or her Order, the price per Product bought, as well as information relating to delivery (address, contact, Distribution Day and Timetable).
  - 2.3.11. The Order Confirmations are communicated by Assembly Hosts to Members and Producers at least six (6) hours prior to delivery.
  - 2.3.12. Payment of Orders as well as Delivery and distribution of the Products are completed in accordance with the provisions in sections 4 and 5 below.
- 2.4.** The Assembly Host may be assisted in the implementation of Sales and Distribution by any User of his or her Assembly. Such Users acknowledge that they are acting voluntarily and in the spirit of shared community. In this respect, they waive any entitlement to remuneration, compensation or damages.

### **3. Placing Orders**

- 3.1.** The images of the Products listed on the Website may be stock photographs used by Producers for illustrative purposes only. Although Producers will make every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on the Website are for information purposes only.
- 3.2.** The Sales Space and our communications to you in relation to any Order or contract will be in English. The Sales Space allows you to review your Order and make any corrections before submitting it to us and by submitting the Order you confirm that you have made any such corrections.

- 3.3. To place an Order, Members must select the Products from the list of Offers presented by the Producers and then selected by the Assembly Host. All Orders must be made within the Order deadlines specified on the Sales Space.
- 3.4. The Member can access a summary of the Products in their basket at any time before their Orders are confirmed. The Member can correct potential errors at any time before the deadlines published on the Assembly [homepage]/[Sales Space]. Members receive an Order Confirmation from the Assembly Host at the latest six (6) hours before delivery.
- 3.5. Submission of an Order amounts to an offer to enter a contract to buy the Products from the individual Producers. Furthermore, as long as the Sale is open, Members may directly cancel their Order from the Website or contact as quickly as possible the Company for assistance in cancelling their Order. The Company will endeavour to assist them with such cancellation. As soon as the Sale is closed, Members are irrevocably bound by their Orders once the Order Confirmation is sent and such confirmed Orders cannot be cancelled save as set out in section 6 below. No Order can be cancelled and no new Orders may be placed after the Sale is closed and the Order Acknowledgment is sent to the Member.
- 3.6. The Company provides Members with a technical tool summarizing their Orders and the history of their payments, which is accessible from their Configuration Page.

#### **4. Price and payments**

##### **(a) *Mechanisms of payment***

- 4.1. The sale prices of Products are displayed in the Offers, and are the exclusive responsibility of Producers. They are given in sterling and include any tax. The sale price fixed by the Producers includes all commission owed to the Assembly Host and to the Company. No supplement may be billed for the delivery and the distribution of Products on the Distribution Day.
- 4.2. The total price is stated in the Offer at the time the Order is placed and is due for payment when the Order is placed.
- 4.3. Payment is made online, through the Payment Service or by any other means offered on the Website.
- 4.4. Payment must be received before completion of the Sale, although payment may be made earlier for certain Products, for reasons related to organisation, availability or logistics. A payment authorisation is produced and the Member's bank account will be immediately debited.
- 4.5. The Company will issue an invoice in the name of and on behalf of the Producers for all purchases made after the Assembly Host has approved delivery of the Products as set out herein.

**(b) User Electronic Wallet**

- 4.6. An Electronic Wallet is allocated to the Members in Order to implement the Services, and to provide the payment described above. This Electronic Wallet is linked to the bank account Members use to pay for purchases they make on the Website.
- 4.7. When Members carry out a payment in accordance with the conditions set out above, the payment process takes place in the following manner:
  - (i) Once a Member has placed his or her Order, he or she is invited to provide payment in accordance with the mechanisms described in paragraph a) above.
  - (ii) The Member's bank account is immediately debited in the amount corresponding to the sum total of Orders placed.
  - (iii) The sum debited from the Member's account is then held in the Electronic Wallet.
  - (iv) Upon the closure of the Distribution, the payment is transferred to the Producers' Electronic Wallet. In the event that a Sale is cancelled, particularly if the minimum threshold of Orders set by the Producer is not reached, the sum corresponding to undelivered Products will then be refunded directly to the Member's bank account.
  - (v) The commission due to the Assembly Host and the Company is then debited and immediately transferred by the Payment Service, from the Producers' Electronic Wallet to their bank account.

These operations are implemented automatically by the Payment Service.

**5. Delivery of the Products**

- 5.1. Delivery of the Products is carried out in accordance with the following provisions :
  - 5.1.1. It is carried out directly between the Members or their Agent and the Producers or their Agent on a delivery site chosen by the Assembly Host.
  - 5.1.2. The Assembly Host is present on the Distribution Day during the Timetable and verifies the conformity of the delivered Products with the Order Confirmation.
  - 5.1.3. The Assembly Host then issues a Delivery Form, based on the template to be found on the Website (the "**Delivery Form**") which he or she asks the Member to sign when he or she receives the Order, as well as the Producers or their Agent after he or she has verified the conformity of the delivered Products with the Order Confirmation. The Delivery Form mentions, if necessary, any non-conforming or undelivered Products.

- 5.1.4. Members commit to taking delivery of the Products they have ordered through the Assembly to which they belong, directly from the Producers or their Agent, on the Distribution Day and during the Timetable. Members must also immediately verify the conformity of the Products with the Order Confirmation, in the presence of the Assembly Host. If the delivery is correct, they must sign the Delivery Form. Members cannot refuse or return any Product which matches the Order Confirmation.
- 5.1.5. If a Member does not receive all of the Products he or she has ordered, he or she must immediately inform the Assembly Host and state it on the Delivery Form. In this event, the Member will not be debited, or, if necessary, will be refunded the sum corresponding to the undelivered Product(s).
- 5.1.6. The Assembly Host must return all Products which a Member has failed to take delivery of beyond the Timetable to the Producer or their Agent along with any items not in conformity with the Order Confirmation.
- 5.1.7. Members expressly accept that they are not able to ask for a refund or a later delivery of Products which they have ordered but failed to take delivery.
- 5.1.8. The Assembly Host must confirm the delivery of the Products at least six (6) hours after the Distribution, by entering on the Website the information on the Delivery Forms and by highlighting any non-conformity, non-delivered, or returned Products, in the form and using the technical means the Company deems most appropriate.
- 5.1.9. In the absence of any confirmation according to the provisions set out above, the delivery of Products in accordance with the Order Confirmations will be considered confirmed by the Assembly Host.
- 5.1.10. Confirmation of delivery of the Products entails the issuing of invoices, to the Members and Producers by any appropriate means, as well as commission invoices for the Company and Assembly Hosts, which are sent to the Assembly Hosts and the Producers by any appropriate means.
- 5.1.11. Any registered Member can assist other registered Members, in compliance with these Terms of Use and the Special Terms of Use if they shall apply. This Member agrees to intervene in a voluntary basis and in accordance with a collaborative and community approach. This Member agrees not to claim any remuneration or compensation of any form whatsoever for its services.

## **6. Distance Selling Regulations**

### **6.1. Absence of right to return Products likely to deteriorate or go off rapidly**

Members are informed that, in accordance with The Consumer Contracts Regulations 2013, the right to return goods cannot apply to Products that are perishable or which are likely to deteriorate rapidly, such as food and flowers.

## **6.2. Right to return - other Products**

- 6.2.1. Regarding Products other than those mentioned in point 6.1.1 above, Members have fourteen (14) days from the delivery of the Ordered Products to return products without justification or penalty, with the exception of the cost of returning the goods, which is for the Member's account.
- 6.2.2. Members must inform the Assembly Host of their decision to return by filling out and transmitting a withdrawal form to be found on the Website, or by sending the Assembly Host in any form an unambiguous declaration expressing their desire to withdraw, before the fourteen (14) day period has expired.
- 6.2.3. The Assembly Host immediately informs the Producer affected by the withdrawal.
- 6.2.4. Except in the case of any other agreement between Users, the Member must return the Products subject to the withdrawal to the Producer during the next Distribution which follows the exercise of their right.
- 6.2.5. The Member will be refunded the entire sum paid for the Products within fourteen (14) days provided that, if necessary, the cost of returning the Product will be deducted from such refund. This refund is subject to delay if necessary until the Products are successfully returned to the Producer.

## **7. Complaints**

Users commit to submit complaints only to the Assembly Host regarding the Products or the Services. The Assembly Host will transmit these accordingly, to the Producers and/or the Company. An answer will be provided as soon as possible.