

GO SHOP LOCAL APP

DRIVER AGREEMENT

Welcome to Go Shop Local, the free on-demand App that connects independent Item outlets to customers who are looking for a first-class service. The App is operated by We Go Local Solutions Limited.

As a professional driver, you will play a key role in our service, fulfilling orders placed by customers with our Item outlet Drivers.

The Go Shop Local App allows you to manage your schedule with us and help us deliver an excellent service to our customers.

This Driver Agreement ('Agreement') sets out the terms and conditions between us for use of the Go Shop Local App and services and also incorporates the [current Go Shop Local Table of Fees](#), our [Privacy & Cookie Policy](#), and our [Complaints Policy & Procedure](#).

This Agreement is made between:

- (1). We Go Local Solutions Limited, a company registered in England & Wales at Companies House under Company Registration Number 12544898 of registered office address Kemp House 160 City Road, London, EC1V 2NX, its agents, staff and contractors; and,
- (2). You – any person signing up to create an account, referred to as the "Driver" in this Agreement.

By using this App, you, the Driver, acknowledge that you have read this Agreement, as this will apply to the relationship between the Parties. If you do not agree to the terms of this Agreement, you should not use this App.

1. Definitions and Interpretation

1.1. In this Agreement, the following words shall have the following meanings:

'Business Day'	a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;
'Default'	an event, occurrence or incident in which our performance of any of our obligations under this Agreement is prevented or delayed by any act or omission by you, or there is failure by you to perform any of your relevant obligations;

‘Delivery Opportunity’	means a delivery of Item from a Go Shop Local Partner to an End User;
‘Device’	a mobile electronic device using either Android or iOS operating systems;
‘Driver’, ‘you’	means a driver who delivers Item to End Users from Go Shop Local Partners in fulfilment of Orders;
‘Effective Date’	means the date at which the Driver agrees to join the Go Shop Local Driver App;
‘End User’	means an individual wishing to order Item prepared for sale by Go Shop Local Partners via the Go Shop Local App, or someone authorised to act on their behalf;
‘End User Payments’	means payments received by Go Shop Local from End Users;
‘Fees’	means the fees payable to you for your delivery services;
‘Item’	means Item and/or non-alcoholic beverages;
‘Go Shop Local’, ‘we’, ‘us’, ‘our’	refers to We Go Local Solutions Limited, a company registered in England & Wales at Companies House under Company Registration Number 12544898 of registered office address Kemp House 160 City Road, London, EC1V 2NX, its agents, staff and contractors;
‘Go Shop Local App’ or ‘Go Shop Local Driver App’ or simply ‘App’	means the Go Shop Local app, and differing versions thereof for End Users, Drivers and Go Shop Local Partners respectively, as the context applies;
‘Go Shop Local Partners’	means Item outlets registered on the App;
‘Go Shop Local Service Standard’	refers to a non-contractual service standard indicated to End Users that they will receive their Item within fifteen (15) minutes of acceptance of their Order by the Go Shop Local Partner;
‘Intellectual Property Rights’	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair

competition rights, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

‘Licence’	‘means a non-exclusive licence to download, install and use the Go Shop Local Driver App for the purpose of carrying out the duties of a Driver as set out and defined in this Agreement;
‘Order’	means any order placed through the Go East App by an End User for the delivery or collection of Item prepared by a Driver;
‘User’	means either or both the Driver and the End User, depending on context;
‘Website’	means Go Shop Local’s website at http://www.goshoplocaluk.com or any other domain under our control;

1.2. In this Agreement, the following rules of construction will apply:

- 1.2.1. clause and Schedule headings will not affect the interpretation of this agreement;
- 1.2.2. the Schedules forms part of this agreement and will have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. References to clauses and the Schedules are to the clauses and the Schedules of this agreement;
- 1.2.3. unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular;
- 1.2.4. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.5. a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.6. unless the context otherwise requires, a reference to one gender will include a reference to the other genders;

- 1.2.7. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.8. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9. any phrase introduced by the terms including, include, in particular or any similar expression, will be construed as illustrative and will not limit the sense of the words preceding those terms; and.
- 1.2.10. a reference to writing or written includes faxes but not e-mail.

The Parties have agreed to enter into this Agreement to set out the terms of the Go Shop Local Services provided by Go Shop Local to its Drivers and agree as follows:

2. Commencement and Duration

- 2.1. The relationship between Go Shop Local and Drivers is governed by this Agreement, effective from the Effective Date.
- 2.2. We grant the Licence to you on the terms of this Agreement. If you do not agree with this Agreement, you should not use the Go Shop Local Driver App.
- 2.3. The Licence will be granted for an initial six (6) month period and, after that, will continue unless this Agreement is terminated or the user account is cancelled by one of the Parties in accordance with clause 18 or 19 below.
- 2.4. The terms of this Agreement apply to the exclusion of any other terms that the Driver seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Joining Go Shop Local and Building Your Profile

- 3.1. You will need to download and then install the Go Shop Local Driver App on your Device. This is done entirely at your risk.
- 3.2. The Go Shop Local Driver App incorporates a standard satellite navigation system ('satnav') for driving purposes. We neither offer nor imply any warranty as to the fitness or suitability of this satnav for commercial driving and the satnav is used entirely at your risk.
- 3.3. Registration with Go Shop Local is free, subject to satisfactory verification of your email account. We will not carry out any background or identity checks on you.
- 3.4. Your interactive dashboard within the App will allow you to create or modify your profile and payment information and will display (among other things)

your earnings history and order scheduling and task monitoring facilities, as well as customer reviews of your services. You will be able to change and update your password. There will be access to an online support in whatever form we decide in our discretion.

- 3.5. The current Fees are set out in [current Go Shop Local Table of Fees](#), which is provided for information purposes only and will be subject to periodic review and change as per clause 4.11 below.

4. Assignment Deliveries and Fulfilment Arrangements

- 4.1. Delivery Opportunities will be notified to the Driver from time-to-time via the Go Shop Local Driver App. Each such notification will be sent to up to five (5) Drivers and will include the name and address of the Go Shop Local Partner, the name and address of the End User and other essential information about the Order.
- 4.2. The first Driver to accept the Delivery Opportunity via the Go Shop Local App will then be responsible for delivery of that Order from the Go Shop Local Partner to the End User. If, following acceptance, you decide that you are unable to complete the delivery, you must notify Go Shop Local and the Go Shop Local Partner immediately and return the Item to the Go Shop Local Partner without delay.
- 4.3. It is for Drivers to define the scope of Delivery Opportunities they can accept, having regard to (among other things):
- 4.3.1. the Go Shop Local Service Standard;
 - 4.3.2. the Go Shop Local Safe Working Practice Policy For Drivers;
 - 4.3.2. Go Shop Local's other safe working policies;
- copies of which will be provided to Drivers.
- 4.4. Drivers warrant that they will not accept Delivery Opportunities that on any reasonable view are likely to result in a breach of the Go Shop Local Service Standard.
- 4.5. Where Go Shop Local is reasonably of the view that a Driver is unlikely to meet the Go Shop Local Service Standard in regard to Delivery Opportunities within a certain geographical scope or according to any other parameters or variables, Go Shop Local reserves the right to amend the Driver's profile and notification settings accordingly.
- 4.6. There is no obligation on you to accept a Delivery Opportunity, but if you do, you are then contractually-obligated to deliver the Order from the Go Shop Local Partner to the End User. You must store the Order securely and hygienically during delivery and comply with our policies for collection and delivery of the Order. In no circumstances must you leave Item unattended.

- 4.7. You must deliver the Item only to the delivery address provided and to the customer named in the order. If you are unable to complete the delivery for any reason, you should first attempt to telephone the customer using the contact information provided with the order, then if necessary, you should liaise with the Go Shop Local Partner who will determine what further action should be taken. If requested to do so, you should return the Item to the Go Shop Local Partner immediately.
- 4.7. End User Payments of Fees will be held in escrow by Go Shop Local acting as a collection agent for the Driver. Go Shop Local reserves the right to engage a commercial payment processor for the purpose of receiving and processing payments from End Users and others, and for holding funds in escrow, where appropriate.
- 4.8. Within seven (7) days of an Order, Go Shop Local will remit the Fees to you by electronic bank transfer. In the event you require a faster means of payment, such as telegraphic transfer, Go Shop Local may agree to process payment using this method in its absolute discretion and on the condition that Go Shop Local shall deduct an additional fee for this service.
- 4.9. All sums payable to Go Shop Local under this agreement are exclusive of amounts in respect of value added tax (VAT) chargeable for the time being at the current rate from time-to-time in force.
- 4.10. Payments by End Users are routinely checked by Go Shop Local for fraud prevention purposes, before any payments are released to the Driver. Where fraud is reasonably suspected, Go Shop Local aims to resolve such issues and process these payments and credit funds to the Driver as soon as reasonably possible and within a maximum of thirty (30) days of the Order.
- 4.11. The Parties agree that Go Shop Local may review the Fees from time to time, in its sole discretion by updating the [current Table of Fees](#). So far as possible, Go Shop Local will endeavour to give you thirty (30) days' prior notice of any such change by e-mail.
- 4.12. In the event that you cancel or suspend your delivery services or provide incorrect information to Go Shop Local or End Users via the App or any other means, Go Shop Local may, at its entire discretion, offer to refund End User Payments to End Users without having to seek your prior consent or authority.

5. End User Cancellations and Refunds

An End User may cancel an Order by selecting this option in the App scheduler, but you will still be paid your Fees (where you have accepted the relevant Delivery Opportunity).

6. User Reviews

- 6.1. When an Order is completed and fulfilled, the End User is asked to provide both qualitative feedback and a rating from 1-5 for your service and you are asked to provide a review of the End User and the Go Shop Local Partner.
- 6.2. The reviews are published on the relevant profile pages and should be completed honestly. Users must not falsify feedback, manipulate or coerce another User by threatening negative feedback or offer incentives in exchange for feedback. Any attempts of this nature should be reported immediately to Go Shop Local.
- 6.3. Feedback comments that are reported to us as defamatory, abusive or offensive will be reviewed and may be removed at our discretion.
- 6.4. We may anonymise or pseudonymise reviews on request by a User, or otherwise for the purposes of data protection where an End User's account has been closed or terminated.

7. Your Warranties and Obligations

7.1. You warrant that:

- 7.1.1. you are 18 years of age or older;
- 7.1.2. you are a human, and not a computer service or automated "bot";
- 7.1.3. you have provided accurate and valid information requested during the registration process;
- 7.1.4. you are a competent driver holding a full and unrestricted UK driving licence with access to a suitable, roadworthy vehicle that is insured as required by law under hire and reward terms (from an insurance provider such as Zego - <https://www.zego.com/car/>) that legally permit you to deliver anyone else's goods to people in exchange for payment. You additionally warrant that you will notify us immediately in the event of any material change to your vehicular insurance cover;
- 7.1.5. you will provide your delivery service with reasonable skill and care, and in a prompt and punctual fashion, adhering to any and all statutory, contractual and tortious obligations you may have to other Users, other road users and other third parties;
- 7.1.6. when using the App, you will not create, transmit, distribute, or store material that violates a trademark, copyright, trade secret, or other intellectual property rights of others; violates the privacy, publicity, or other personal rights of others; impair the privacy of communications; generate obscene, offensive, or inappropriate content; causes technical disturbances to the Service, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms; create or send verbal, physical, written or other abuse (including threats of

abuse or retribution) to any Go Shop Local customer, employee, member, or officer.

- 7.2. You must not breach any laws in your jurisdiction, including but not limited to any copyright laws.
- 7.3. You are prohibited from breaching, or attempting to breach, the security of the App.
- 7.4. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the App, use of the App, or access to the App without the express written permission of Go Shop Local.
- 7.5. You understand that Go Shop Local uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and other technology required to run the App. If your bandwidth usage on the App significantly exceeds the average bandwidth usage of the App, as determined by Go Shop Local, we reserve the right to limit your bandwidth to the App.
- 7.6. You will co-operate in a commercially reasonable manner with Go Shop Local in all matters relating to the Services and must provide us with such information and materials as we may reasonably require in order to supply the App.
- 7.7. You will be required to display a business profile on the Go Shop Local App and you will ensure that all information contained in your Go Shop Local profile is truthful and accurate in all material respects.
- 7.8. You will have an ongoing obligation to keep up-to-date all such information which you upload to the App or provide to us in whatever form.
- 7.9. If the event of Default:
 - 7.9.1. Go Shop Local will, without limiting its other rights or remedies, have the right to:
 - 7.9.1.1. suspend the Licence until you remedy the Default to Go Shop Local's satisfaction; and,
 - 7.9.1.2. to rely on the Default to relieve it from the performance of any of its obligations to the extent the Default prevents or delays Go Shop Local's performance of any of its obligations;
 - 7.9.2. Go Shop Local will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from Go Shop Local's failure to perform, or delay in performing, any obligation; and,

- 7.9.3. you will reimburse Go Shop Local on written demand for any costs or losses sustained or incurred by Go Shop Local arising directly or indirectly from the Default.
- 7.10. You agree to treat all Go Shop Local End Users to the highest industry standards and in line with the terms and conditions set out in this Agreement.
- 7.11. You have read and understood the [Go Shop Local Modern Slavery and Human Trafficking Statement](#) and, having due regard to that document, you will notify us immediately of any circumstances in connection with your business activities of which you reasonably believe we should be made aware.

8. Legal Status

- 8.1. As a Driver, you are a self-employment sub-contractor of Go Shop Local. You warrant and agree that:
 - 8.1.1. your legal status is self-employed and you are not an employee or worker of Go Shop Local and hold no employment or worker rights or similar; and,
 - 8.1.2. additionally, where your business is arranged as a corporate legal structure, such as a private company limited by shares, you are a self-employed company director and not an employee or worker in either your company or Go Shop Local and hold no employment or worker rights or similar rights whatsoever; and,sub-clauses 8.1.1 and 8.1.2 reflect the intention of the Parties.
- 8.2. You acknowledge that:
 - 8.2.1. the Go Shop Local App is on-demand and Go Shop Local is not obliged to provide you with income and does not guarantee income from the App;
 - 8.2.2. you may earn nothing from your use of the App;
 - 8.2.3. you are not obliged to accept work from the App, which you may accept or decline at will, for any reason or no reason;
 - 8.2.4. subject to clause 8.3 below, Go Shop Local exercises no supervision or control over your business and delivery services whatsoever and you are not required to use the App at any time or at all, nor are you required to provide your services to End Users as a condition of using this App, nor are you required to provide any services to End Users or anyone else on any particular day or dates or at any particular time, or at all;

- 8.2.5. you are entirely independent of Go Shop Local, pay your own insurance and fuel costs, and provide your own capital, equipment, materials and stock and are free to adopt your own business procedures, processes, accounting standards, branding, and so on, all of which are entirely your own responsibility and liability, and there is no requirement that you should seek Go Shop Local's approval of these (or procure from suppliers approved by Go Shop Local), nor will Go Shop Local approve or disapprove of such;
- 8.2.6. Go Shop Local will carry out no or minimal background checks on you or your business;
- 8.2.7. Go Shop Local is providing a third party referral service to you via the Go Shop Local App, and no partnership or joint venture or other relationship arises between you and Go Shop Local beyond the provision of services by Go Shop Local to you as set out in this Agreement;
- 8.2.8. the relationship between you and Go Shop Local is non-exclusive, meaning:
 - 8.2.8.1. you are free to avail yourself of similar services and Apps provided by others, whether in addition to or instead of Go Shop Local, at any time, without any hindrance or objection from us;
 - 8.2.8.2. when accepting Orders from End Users, Go Shop Local has no objection to you substituting your services for those of a different individual or corporate body entirely, as you see fit (assuming your contract with an End User allows for this).

8.3. Notwithstanding clauses 8.1 and 8.2 above:

- 8.3.1. you acknowledge that there is a reasonable expectation that you will make yourself available from time-to-time to receive and consider notifications of Delivery Opportunities and that, subject to business need, the Parties may agree designated hours during which you will do so, provided that there shall be no obligation on you whatsoever to accept work; and,
- 8.3.2. you accept that, acting reasonably, Go Shop Local may from time-to-time impose additional requirements and stipulations on you as a Go Shop Local Driver over and above those contained in clause 7 above.

9. Acknowledgements

- 9.1. You acknowledge and agree that:

- 9.1.1. Go Shop Local is a third party referral platform and not a direct provider of delivery or transportation services, nor a provider on any basis of Item services of any kind. Go Shop Local is in no way responsible or liable for the provision of such services, and you indemnify Go Shop Local entirely in respect of the financial consequences of any breach of contract or breach of duty on your part in the provision of your services;
- 9.1.2. use of the App requires a Device and it is your responsibility to ensure that you use or have access to a Device;
- 9.1.3. notwithstanding the above, Go Shop Local offers no warranty or assurance that your particular Device will be compatible with the App and it remains at all times your responsibility to ensure compatibility and resolve any technical issues that may arise in this regard;
- 9.1.4. it is your responsibility to configure your Device so that you are able to receive push notifications from us on the App, including notification of messages from us; and,
- 9.1.5. your profile will be displayed publicly on the App and will be searchable by any registrant or user.
- 9.2. Go Shop Local reserves the right to:
 - 9.2.1. make any changes to the Services which are necessary to comply with any applicable law or regulation, or which in their opinion do not materially affect the nature or quality of the Services; and,
 - 9.2.2. modify or remove parts the Service at any time.
- 9.3. Go Shop Local shall not be liable to you or to any third party for the adverse financial consequences of any modification, price change or imposition of fees and prices, change in Fees, suspension or discontinuance of the App and so on.

10. Registration, Linking & Testing

- 10.1. Each registration on the Go Shop Local App is for a single user only. Go Shop Local does not permit you to share your username and password with any other person outside of the Go Shop Local App. Responsibility for the security of any passwords issued rests solely with you.
- 10.2. After registering on the App, you should add to your profile on the App your name and address, your trading name or style (if different), locations you service, type of service offered, delivery scopes, and any other relevant information you are prompted to provide. We, or our payment provider, will also require your bank details for payments.

10.3. If you would like to link to the Website or App, or both, you may only do so on the basis that it links to, but does not replicate, Website or App, as the case may be, and subject to the following conditions:

- 10.3.1. you do not remove, distort or otherwise alter the size or appearance of the Go Shop Local name or logo;
- 10.3.2. you do not create a frame or any other browser or border environment around the Website/App;
- 10.3.3. you do not in any way imply that Go Shop Local is endorsing any products or services other than our own;
- 10.3.4. you do not misrepresent your relationship with Go Shop Local nor present any other false information about Go Shop Local;
- 10.3.5. you do not otherwise use the name Go Shop Local or any trade marks displayed on our Website/App, or any other services we may provide, without the express written permission from Go Shop Local;
- 10.3.6. you do not link from a website that is not owned by you; and,
- 10.3.7. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

10.4. Go Shop Local may from time-to-time ask you to assist us with beta testing on certain new or updated features of the App. For the avoidance of doubt, any data or information obtained by you as a result of such testing will be the exclusive property of Go Shop Local and you hereby undertake to forward such data or information to us immediately upon you obtaining the same.

11. Intellectual Property Rights

11.1. As between Go Shop Local and the Driver, all Intellectual Property Rights in or arising out of or in connection with the App and Website will be owned by Go Shop Local. Subject to clause 11.2 below, Go Shop Local licenses all such rights to the Driver on a non-exclusive, worldwide basis to such extent as is necessary to enable the Driver to make reasonable use of the Services. If this agreement is terminated, this licence will automatically terminate.

11.2. The Driver acknowledges that, in respect of any third party Intellectual Property Rights, the Driver's use of any such Intellectual Property Rights is conditional on Go Shop Local obtaining a written licence from the relevant licensor on such terms as will entitle Go Shop Local to license such rights to the Driver.

- 11.3. The Driver hereby warrants that any data, information, images or other content which it uploads to the App will not infringe the Intellectual Property Rights of any third party or otherwise not comply with all applicable laws and regulations. The Driver will indemnify Go Shop Local against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Go Shop Local arising out of or in connection with any breach by the Driver of this clause 11.3, including but not limited to any claims made by other Users against Go Shop Local arising from the Driver suspending, cancelling or providing incorrect information in respect of any services offered to Users via the App.

12. Transmissions

- 12.1. Any material which the Driver uploads, transmits or posts to the Go Shop Local App will be considered non-confidential and non-proprietary. Go Shop Local will have no obligations with respect to such material. Go Shop Local and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 12.2. The Driver is prohibited from uploading, posting or transmitting to or from the App any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

13. Confidentiality

- 13.1. A party (Receiving Party) will keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.
- 13.2. The Receiving Party will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this agreement, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 13.3. This clause 13 will survive termination of this Agreement.

14. Disclaimer

- 14.1. Go Shop Local is not responsible for any incorrect or inaccurate content posted on the App. The App may be temporarily unavailable from time-to-time

for maintenance or other reasons. Go Shop Local assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Go Shop Local is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the App, including injury or damage to users or to any other person's computer related to or resulting from use of the Service.

- 14.2. Go Shop Local does not warrant that (i). the App will meet your specific requirements, (ii). the App will be uninterrupted, timely, secure, or error-free, (iii). the results that may be obtained from the use of the service will be accurate or reliable, (iv). the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v). any errors in the App will be corrected. The App is provided "as-is" and Go Shop Local disclaims all warranties, whether expressed or implied, including without limitation implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Go Shop Local cannot guarantee and does not promise specific results from use of the App. Except in jurisdictions where such provisions are restricted, in no event will Go Shop Local or any of Go Shop Local's business associates (which for the purposes of these terms will include suppliers, advertisers, referrers, etc.) be liable to your or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising your use of the App, even if Go Shop Local has been advised of the possibility of such damages.

15. Limitation of Liability

- 15.1. Nothing in this Agreement will limit or exclude Go Shop Local's liability for:

15.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or,

15.1.2. fraud or fraudulent misrepresentation.

- 15.2. Subject to clause 15.1 above:

15.2.1. Go Shop Local will under no circumstances whatsoever be liable to the Driver or (in the case of actions or omissions on the part of the Driver) to any third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of or damage to goodwill, loss of use or corruption of software, data or information or any indirect or consequential loss arising under or in connection with this agreement;

- 15.2.2. Go Shop Local will under no circumstances be liable if for any reason the App is unavailable at any time or for any period. Access to the App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Go Shop Local's control; and,
- 15.2.3. Go Shop Local's total liability to the Driver in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the lower of ONE HUNDRED POUNDS (£100) or the Fees actually received by Go Shop Local from the Driver for the App.
- 15.3. Go Shop Local will use reasonable endeavours to ensure that the information or materials contained on the App are accurate and complete. Go Shop Local reserves the right to make such changes or updates to the material or processes on the App as it deems necessary from time to time. The App is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Go Shop Local provides the App on the basis that Go Shop Local excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the App.
- 15.4. This clause 15 will survive termination of this Agreement.

16. Indemnity

You agree to indemnify and hold Go Shop Local, its subsidiaries, affiliates, officers, agents, and other Users and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the App in breach of this Agreement or your breach of any law or the rights of a third party in any situation whatsoever.

17. Customer Data & Privacy

- 17.1. The Parties acknowledge that for the purposes of the App and with regards to their relationship and all the data, including but not limited to customer data, Go Shop Local is the Data Controller and Data Processor, such meaning been given to them under the Data Protection Act 1988.
- 17.2. The Driver may collect customer information separately by itself and in such case Driver will be the Data Controller. Although, for any customer information stored on or processed through any platform provided by Go Shop Local, Go Shop Local is the Data Controller and Data Processor.

- 17.3. The Driver may not use any data collected through the Go Shop Local Driver App for any purpose other than fulfilment of deliveries.
- 17.4. While processing any data, the Driver shall comply with all data protection legislation and take all appropriate technical and organisational measures to protect the personal data against any unauthorised or unlawful processing of the data.
- 17.5. The Driver must take all reasonable steps to ensure that no personal data is published, disclosed, divulged or transferred to any third party or the Driver's agents or contractors, without prior consent of Go Shop Local.
- 17.6. Go Shop Local will retain your data for as long as is necessary, and for a period of up to six (6) years following closure or termination of your account. We may:
- 17.6.1. share your customer data with third party service providers for the purpose of fulfilling its services, including (among other things) account administration and informing you about Go Shop Local's services in the future;
 - 17.6.2. use cookies in the App, and you may also have the option of activating and de-activating (as the case may be) cookies through your browser.
- 17.7. Any breach of this clause 17 will be considered a Default and clause 7.11 above will apply.
- 17.9. This clause 17 shall survive the termination or expiry of this Agreement.

18. Cancelling (Deactivating) Your Account

- 18.1. Accounts can be cancelled in the App by a Driver at any time by completing the cancellation process. This is known as account deactivation, and will mean:
- 18.1.1. your account will be deactivated and can no longer be accessed;
 - 18.1.2. your account will no longer be charged;
 - 18.1.3. all of your rights granted under this Agreement will immediately come to an end; and,
 - 18.1.4. all of your data and content may be deleted from our systems (on request).

- 18.2. Go Shop Local may suspend or cancel a Driver's account at any time, or impose restrictions as we see fit, for any reason or no reason and with or without notice to the Driver.
- 18.3. We provide no guarantee that your content can be recovered once your account is cancelled. We are not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

19. Termination

- 19.1. Without limiting its other rights or remedies, each party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 19.1.1. the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing of the breach;
 - 19.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a Drivership) has any Driver to whom any of the foregoing apply;
 - 19.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 19.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 19.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 19.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other

such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

- 19.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 19.1.8. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 19.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 19.1.10. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 19.1.2 to 19.1.9 (inclusive);
 - 19.1.11. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or,
 - 19.1.12. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 19.2. Without limiting its other rights or remedies, Go Shop Local may terminate this Agreement with immediate effect by giving written notice to the Driver if the Driver fails to perform under its obligations under this Agreement on the due date for payment.
- 19.3. Without limiting its other rights or remedies, Go Shop Local will have the right to suspend provision of the App under this Agreement or any other agreement between the Parties if the Driver becomes subject to any of the events listed in sub-clauses 19.1.2 to 19.1.9 inclusive, or Go Shop Local reasonably believes that the Driver is about to become subject to any of them, or if the Driver fails to pay any amount due under this Agreement on the due date for payment.

20. Consequences of Termination

On termination of this Agreement for any reason:

- 20.1. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination will not be affected, including the right to claim damages

in respect of any breach of this agreement which existed at or before the date of termination or expiry; and,

- 20.2. clauses which expressly or by implication have effect after termination will continue in full force and effect.

21. Force Majeure

- 23.1. For the purposes of this agreement, Force Majeure Event means an event beyond the reasonable control of Go Shop Local including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Go Shop Local or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Go Shop Local or subcontractors.
- 21.2. Go Shop Local will not be liable to the Driver as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- 21.3. If the Force Majeure Event prevents Go Shop Local from providing the App for more than eight (8) weeks, Go Shop Local will, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to the Driver.

22. General Provisions

22.1. Assignment and Subcontracting.

- 22.1.1. Go Shop Local may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the agreement and may subcontract or delegate in any manner any or all of its obligations under the agreement to any third party or agent.
- 22.1.2. The Driver will not, without the express prior written consent of Go Shop Local, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the agreement.

22.2. Notices.

- 22.2.1. Any notice or other communication required to be given to a party under or in connection with this agreement will be in writing and will be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

22.2.2. Any notice or other communication will be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

22.2.3. This clause 22.2 will not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" will not include e-mails and for the avoidance of doubt notice given under this agreement will not be validly served if sent by e-mail.

22.3. Waiver.

A waiver of any right under this Agreement is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law will constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

22.4. Severance.

22.4.1. If a court or any other competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

22.4.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

22.5 Go Shop Local reserves the right to revise and amend this Agreement from time-to-time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in our Services offered, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.

22.6. No Partnership or Agency.

Nothing in this Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor

constitute any party the agent of another party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.

22.7. Entire Agreement: this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22.8. Third Parties.

A person who is not a party to this Agreement will not have any rights under or in connection with it.

22.9. Rights and Remedies.

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22.10. Variation.

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions to this Agreement, will only be binding when agreed in writing and signed by Go Shop Local.

22.11. Electronic signature.

This Agreement will be signed electronically by the User during registration on the App.

22.12. Governing Law and Jurisdiction.

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.