

## **NASIR.DIGITAL AGREEMENT FOR EPOS, MARKETING, MAINTENANCE & IT SUPPORT**

### **BETWEEN**

NASIR.DIGITAL LTD

Trading address: 83C Underwoodlane, Cheshire, Crewe, England, CW1 3JT

Email: [info@nasirdigital.com](mailto:info@nasirdigital.com)

Tel: 0333 577 0405

### **AND**

### **CONTRACTING PARTY**

.....  
.....  
.....

#### **Address:**

**First Line** : .....

**Second Line** : .....

**Postcode** : .....

**E-mail** : .....

#### **Trading as:**

**Name of restaurant:**

.....

#### **Address:**

**First Line** : .....

**Second Line** : .....

**Postcode** : .....

**E-mail** : .....

Thank you for choosing nasir.digital

These terms (“**Agreement**”) describe the rights and responsibilities of both nasir.digital and our Restaurant

Partners and govern how we will deal with each other.

This Agreement is between you and **NASIR.DIGITAL Ltd** (Company number 14053907) ("**trading as nasir.digital**"),

"**us**", or "**we**"). The term "**Restaurant Partner**" or "**you**" means you individually or the entity you represent in accepting this Agreement.

This Agreement is comprised of:

1. Part 1 (**Summary of Key Terms**); and
2. Part 2 (**nasir.digital Restaurant Terms and Conditions**), which is comprised of:
3. Section A (**Definitions**); and
4. Section B (**General Terms**); which apply to all Restaurant Partners, and may also include, where applicable to you:
5. Section C (**if applicable**) (**Supplemental Terms - Self Delivery and Pick Up**) which apply when you deliver to customers, or they pick up their orders from you;
6. Section D (**if applicable**) (**Supplemental Terms - Delivery**) which apply when you require us to procure delivery services for you;
7. Section E (**if applicable**) (**Supplemental Terms - Franchise Restaurants**) which apply where your Restaurants are part of a chain of restaurants which are operated by franchisees; and
8. Section F (**Supplemental Terms – Change of Ownership**) which apply if you notify us of a change of ownership of your Restaurant. If owner change, new owner shall be contact with us for new agreement. Old agreement is not transferable. For new owner services starts with new agreement with us.

## PART 1 - SUMMARY OF KEY TERMS

<b>Charges by nasir.digital to Business Associate / Business Partner / Business Fellowship:</b>	<b>Fees that we charge are as specified below (the “Fees”)</b> <ul style="list-style-type: none"> <li>• <b>ND Product Provision, Installation &amp; Connection Fee £0+ VAT</b></li> <li>• <b>Zero Comissions</b></li> <li>• <b>Life time EPOS software licence for £99* (Prices may vary)</b></li> <li>• <b>For Hardware Support : You can use your own hardware or we can provide it for you only £499*(Prices may vary)</b></li> <li>• <b>For maintenance and marketing £30* per month • For Domain &amp; Hosting £130 per year (Prices may vary). Pay it advance</b></li> <li>• <b>Domain &amp; Hosting provider has specific terms &amp; conditions which may apply on you.</b></li> <li>• <b>If somehow Domain &amp; Hosting cancel by domain &amp; hosting provider nasir.digital is not responsible for that.</b></li> <li>• <b>Your business own the domain. You can cancel it any time.</b></li> </ul>
<b>Charges by Restaurant Partner to Customer:</b>	nasir.digital will, on behalf of the Restaurant Partner, charge the Customer £0.00 Service Charge per Order
<b>Term:</b>	This Agreement is valid from signature for an initial period of 12 (twelve) months unless terminated in accordance with its terms. You can cancel it anytime with 30 days notice.
<b>Restriction and suspension:</b>	The Services we provide to you may be restricted, suspended, or terminated in part, by us in accordance with Clause 13.1. If we restrict suspend, or terminate in part, the Services, we will also give you a clear explanation of the reasons for this in accordance with Clause 13.2.

<b>Termination:</b>	<p>This Agreement may be terminated by you or us at any time by giving 30 (thirty) days' notice in writing in accordance with Clause 13.3. It may also be terminated by you or us in accordance with the other provisions of Clause 13.3.</p> <p>If we terminate this Agreement, we will (in most cases) also give you a clear explanation of the reasons for doing so in accordance with Clause 13.5.</p>
---------------------	--

## PART 2 – nasir.digital RESTAURANT TERMS & CONDITIONS

### SECTION A. DEFINITIONS

Capitalised words in the Agreement have the following meanings:

<b>Affiliate (if applicable)</b>	<p>means:</p> <p>(i) for a Restaurant Partner, any relative, spouse, subsidiary, holding company, ultimate holding company or sister company of the Restaurant Partner; and</p> <p>(ii) for nasir.digital, a person who is, from time to time, a (direct or indirect) subsidiary or holding company of nasir.digital, or is a subsidiary of nasir.digital's (direct or indirect) holding company, or is a party in which nasir.digital's (direct or indirect) holding company owns 30% (thirty percent) or more of the paid up share capital or controls 30% (thirty percent) or more of the voting rights.</p>
<b>Business Day</b>	means a weekday that is not a public holiday in London, UK.
<b>Card Order</b>	means an Order that is not a Cash Order.
<b>Cash Order</b>	means an Order paid for by cash.
<b>Chargeback</b>	means a fee charged to us by a financial institution (e.g. a Customer's card issuing bank or merchant acquirer) in relation to the reversal of a card transaction.
<b>Customer</b>	a person who has used an Order Channel to place an Order.
<b>Data Protection Legislation</b>	<p>means the GDPR, the UK Data Protection Act 2018, Directive 2002/58/EC,</p> <p>each as amended, revised and replaced, and/or any legislation implementing or made pursuant to them, or which amends, replaces, re enacts or consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities.</p> <p>"data controller", "data processor", "data subject", "personal data", "personal data breach", "processing", and "appropriate technical and organisational measures" will be interpreted in accordance with the Data Protection Legislation.</p>
<b>Delivery Partner (if applicable)</b>	means (i) one of our Affiliates, (ii) an independent contractor, or (iii) a third party delivery company, in each case selected by us to provide Delivery Services.

<b>Delivery Services</b>	means a service provided by us or a Delivery Partner to collect and deliver the Orders from your Restaurant to a Customer.
<b>Force Majeure Event (if applicable)</b>	means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or a third party), failure of a material utility service or transport network, act of God, war, riot, act of terrorism, civil commotion, epidemic or pandemic, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction by a third party, material accident, breakdown of plant or machinery, fire, flood or storm.
<b>GDPR</b>	means Regulation (EU) 2016/679.
<b>Goods</b>	means the dishes, menu items and products provided by your Restaurant.
<b>Hold Fee</b>	means the fees we charge you where you are late in providing the Goods to us or a Delivery Partner (as applicable).
<b>IPRs</b>	means any and all intellectual property rights of any nature anywhere in the world whether registered, unregistered, registrable or otherwise, including any Trademark.
<b>nasir.digital Order Channel</b>	means any of the nasir.digital website ( <a href="https://nasirdigital.com/">https://nasirdigital.com/</a> ) and its affiliated websites), mobile applications and ordering platforms.
<b>Order</b>	means an order for Goods placed by a Customer on an Order Channel.
<b>Order Channel</b>	means any of the nasir.digital Order Channel (website) or the Restaurant Order Channel.
<b>Order Data</b>	has the meaning given in Clause 12.3
<b>Premises</b>	means the physical premises at which the Restaurant operates.
<b>Product</b>	means ordering devices and or any software, program or application provided which enables you to receive Orders in your Restaurant.
<b>Restaurant</b>	means the restaurant from which food, drinks and other goods are prepared or served to Consumers pursuant to Orders by the Restaurant Partner.
<b>Restaurant Information</b>	means the information about your Restaurant and includes the information about your Goods, menu, address, opening hours, delivery radius and contact details, and may, at our request, include a complete set of records to trace the supply chain of all Goods and services you provide.
<b>Restaurant Order Channel</b>	means any of the <b>website</b> , mobile applications and ordering platforms operated by you.
<b>Statement</b>	means a statement of amounts owed between you and us relating to the previous week (being Monday to Sunday inclusive).
<b>Trademark</b>	means the words “nasir.digital”, the Colour Ray Logo, and any other registered or unregistered trademarks and logos used by us or any Affiliates, separately and in combination (whether registered or not), and references to “our Trademark” are references to the Trademark

<b>EPOS / POS</b>	Electronic Point of Sale Software/ Point of Sale Software.
-------------------	--

## **SECTION B. GENERAL TERMS**

### **1. MARKETING AGENCY**

1.1. You appoint us as your marketing agent to:

- (a) conclude legally binding contracts for the sale of Goods to Customers on your behalf. This means that although we will conclude these contracts on your behalf, they will actually in each case be made between you and a Customer, and will take effect when an Order is placed by a Customer;
- (b) accept, receive, and hold Card Order payments on your behalf; and
- (c) tell third parties (including Customers) that we are your authorised agent.

1.2. Because we will be your marketing agent, when we receive money on your behalf from a Customer who is paying in full for a Card Order:

- (a) That payment will be treated as if it had been made to you directly;
- (b) We are working as a marketing agency only. We are not receiving any payment on behalf of you.
- (c) We are not responsible for any payment.
- (d) the Customer will have met their obligation to pay you (which is sometimes described as "full and final settlement") and the Customer will not need to pay you anything further for that Card Order; and
- (e) you will not have any right to demand additional payment from the Customer in relation to that Card Order.
- (f) We are not responsible for any payment.

## 2. OUR OBLIGATIONS

### 2.1. We will provide to you:

- (a) an order processing service( For example: website) which enables Customers to place Orders on an Order Channel(website, EPOS) for Goods to be supplied by you;
- (b) the Delivery Services as specified in Section D (*Supplemental Terms - Delivery*) where we have agreed to procure Delivery Services provided by us or a Delivery Partner;(if applicable)
- (c) the Product to be installed at your Restaurant to enable you to receive Orders made on an Order Channel (website, EPOS); and
- (d) other services as may be agreed from time to time, (together, the "**Services**")

### 2.2. We will do the following for you:

- a) manage, process and maintain

- (1) .....
- (2) .....
- (3) .....
- (4) .....

(b) We are managing website, EPOS/POS Software for an periodical time ;

(c) provide reasonable training to enable you to use the Product/ EPOS /POS Software;

(d) provide you with access to a support hotline and provide technical support remotely when necessary; and **for technical support we can hourly charge £13\* for visit site / physically support and remotely we can give support free of charge .**

**For visit site charge can be included with driving distance ( price vary ).**

**We can give 12 months free support.**

**(e) For any virtual product you have to make full payment to place the order.**

(f) We are not liable for any product damage (Hardware). When we handed over the systems over to you if any damage occure we are not liable for this damage.

(g) The marketing content that we produce for you it will be remain the property of nasir.digital. And You are not allowed to use this content/ concept/ ideas to any other platform for any kind of marketing .

(h) nasir.digital reserved the right to take an action against you if , we notice any kind of suspicious behaviour or sharing our content/ concept/ ideas with any 3<sup>rd</sup> party.

Unless you share the information with any govt. source.

(i) Any design or artwork will be the property of nasir.digital.

2.3. We will charge you the Fees that are specified in Part 1 (*Summary of Key Terms*).

### 3. MARKETING

3.1. In order to promote your Restaurant, we will use your name, logo, Restaurant Information and other intellectual property for the purpose of marketing activities during and after the Term.

Specifically, we may:

- (a) unless you advise us otherwise, engage in search engine optimisation and search engine marketing to promote your Restaurant/ any business on behalf of nasir.digital Order Channel ( website, EPOS/ POS) using your brand name or other keywords relating to your Restaurant/ Any Business, and display your brand name or menu in search results (including on online maps) or by adding links to the nasir.digital Channel in search engine results for your brand;
  - (b) create and promote a website using your brand, menu and logo, and with a domain name using your brand. We will own that domain name during the Term and ensure it is always hosted and displayed to the public. At any time you may contact us to request that we transfer ownership of this domain name to you or your nominee and we will do so within 5 (five) Business Days of receiving your request;
  - (c) link the website we create, or any other online assets controlled by you (such as Google My Business pages) to the EPOS SYSTEM that we provide you for Order Channel to enable customers to place Orders;
  - (d) include your Restaurant/ any Business in promotional activity through several marketing channels (online and offline) and will use your approved logo in these activities; and
  - (e) provide you with various marketing collateral and guidelines on how you may use this collateral to promote your business and your association with us.
- 3.2. You agree and acknowledge that you shall not use Order Data for marketing purposes or to entice Customers away from using our services.

3.3. If you do the work with us we got the right to use the work of our marketing purposes.

**3.4. We got the right to use 5% of your printing product for our marketing.**

#### 4. REVIEWS

(a) We may display on the EPOS System/ POS/Website for Order Channels ratings and comments ("**Reviews**") provided by Customers regarding the Restaurant or an Order. We have no responsibility or liability to you for any Reviews.

(b) We will only monitoring customer reply ( with your concern if needed)

#### 5. DIFFERENTIATED TREATMENT

We may charge different restaurants differing Fees or Fee structures dependent on various factors.

We do this as it is part of operating a commercial business across a range of restaurant partners.

#### 6. YOUR OBLIGATIONS

##### **Obligations to nasir.digital**

6.1. You must supply the Restaurant Information that we request, and you must ensure that the Restaurant Information is always accurate and kept up to date. The Restaurant Information you provide will be reproduced and displayed to Customers on the Open Channel ( website) and/or search engines (e.g. Google) for the purposes of marketing activities.

We reserve the right to correct any obvious spelling or formatting errors in the Restaurant Information being reproduced, but you retain full responsibility for ensuring the accuracy of this Restaurant Information and for ensuring that it is up to date at all times.

6.2. You must promptly provide us with accurate and complete details of any allergens in your food in accordance with applicable laws and standards. We may also require you to provide further information including the ingredient list for each menu item. We will include the allergen information you provide on the Open Channel ( website) . You are responsible for ensuring that all allergen information you provide (both to us for

inclusion on the Open Channel (website) and directly to any Customers contacting you to request details relating to the Goods) is entirely accurate, complete and up to date in relation to food items being prepared for your Restaurant at that time. Customers will be directed to contact you with any questions regarding allergens. We do not undertake to check and are not liable for checking allergen information on your behalf.

6.3. If you sell alcohol products, or hot food or drinks between the hours of 11pm and 5am, you must have your own licence details and, for alcohol products, the volume and 'alcohol by volume' (ABV) of each alcohol product available on the Open Channel (website).

6.4. You must have your own licence from local authority and your own licence for selling alcohol product in your website or promises. We are not responsible for selling alcohol or any other alcohol products on your dedicated channel (website, EPOS/POS).

6.5. If a Customer complains Order or your delivery, you must respond to the Customer as soon as possible and act reasonably and cooperate with that Customer and us to reach a prompt resolution.

6.6. You must keep the Product in good working condition. We are not responsible for any damage (EPOS Hardware/ Equipement).

6.7. The Product software always remains your property, or that of our licensors. We may upgrade or alter the Product hardware or Product software at any time, and we may remotely access the Product software at any time for any lawful reason, in particular to update the software or to perform software maintenance. You are authorised to use this software in accordance with any end-user licence which we give you notice of from time to time. You must not reverse engineer, decompile, disassemble, reproduce or otherwise misuse the Product software.

6.8. You may have Internet connection for running your website/ EPOS/POS system. We may not responsible for any changes an internet/ phone connection. If you face any problem you will contact with your internet / phone service provider.

6.9. During the Term, you must not:

- (a) operate your business in a manner which is, harmful to our business, goodwill or reputation;
- (b) engage in any act or omission which is harmful to our business, goodwill or reputation; or
- (c) do or say anything derogatory that might bring us into disrepute or adversely affect our reputation.

If you are in breach of this Clause 7.10, we may restrict, suspend, or terminate part of, the Services, or terminate this Agreement, in accordance with Clause 12.1 or 12.3 (if applicable).

### **Obligations to Customers**

6.10. You will prepare, handle and package the Goods ordered by Customers on the Premises and with all reasonable care and skill, making sure that the Goods are:

- (a) safe to eat / consumption;
- (b) of the standard expected;
- (c) hygienically made, packaged, transported (if applicable) and stored;
- (d) labelled correctly; and

e) made with the correct ingredients as communicated to Customers. 6.11. You acknowledge and agree that once a Customer has placed an Order via a website, a contract for the supply of Goods has been created between you and the Customer, and you must fulfil an Order placed by a Customer in accordance with the Order details. If you do not prepare and deliver (where you are responsible for the delivery) an Order you receive within a reasonable timeframe, we may take any reasonable action we see fit (including requiring you to refund the Customer for any amount received).

6.12. You must use your best efforts to be available to accept, and in fact accept, all Orders received from website during your opening hours. If you are unable to fulfil Orders, you must change your status to 'offline' so Customers cannot place Orders. If you cannot fulfil an Order, you must advise us as soon as possible so that we can

inform the Customer. Non-compliance with Clauses 7.11 or 7.12 gives us the right to suspend provision of Services.

6.13. You must provide the Customer with a receipt (and a tax invoice, if applicable) in respect of an Order, if you are asked to do so

### **Your Price**

6.14. Unless you and we have agreed otherwise, the prices, discounts and special offers you provide in respect of your Goods and services through the nasir.digital EPOS Software (including any delivery charges and minimum order values set by you) must be no less favourable than those offered to consumers via your own online channels for the same goods or services, and you must ensure that details of all prices, discounts and special offers offered on your website are promptly supplied to us so that where we reasonably can, we can offer them to Customers via the nasir.digital EPOS System. We require you to do this for commercial reasons, and to ensure that the prices, discounts and special offers are just as competitive on the nasir.digital EPOS System as they are on your own online channels.

### **General**

6.15. You must comply with, and ensure your employees', agents' and contractors' compliance with, your obligations under this Agreement.

6.16. You must follow any reasonable instructions we give you in relation to the performance of your obligations under this Agreement, including the use of the Product.

## **7. PAYMENTS FROM CUSTOMERS**

### **Fees & Invoicing**

7.1. You will receive the payment from Customers for Cash or Card Orders.

7.2. Each week we will provide a combined Statement to you which includes:

- (a) the aggregate Gross Order Value of all Orders, split between Cash Orders and Card Orders;
- (b) We will set up product price based on your menu / supplies
- (c) Any changes of price / item / product has to be notified us in 24 hours notice period.



## **8. CONFIDENTIAL INFORMATION**

8.1. You and we (and our respective officers, employees, agents and advisers) (the "Receiving Party") must keep in safe storage and not use or disclose for purposes not contemplated by this Agreement each other's Confidential Information (the "Disclosing Party"), and the Confidential Information of any Affiliate of the Disclosing Party.

For the purposes of this clause, "Confidential Information" means any information, data or material which relates to the business or affairs of the Disclosing Party (or Affiliate or business contacts). To be clear, Confidential Information includes:

- (a) the Customers' Personal Data;
- (b) We are not collecting, storing any personal details / payment details of customers.;
- (c) the terms of this Agreement; and
- (d) the functionality of the Product's hardware and software.

8.2. We are not responsible for any data breach of personal data from EPOS / POS / Website. The restaurant owner will be responsible for that.

8.3. You are not sharing any business condition between you and us except law enforcement and GOVT. agency.

## **9. INTELLECTUAL PROPERTY (if applicable)**

9.1. You may not use our IPRs in relation to anything we have not given you express permission for. You may not use our IPRs on packaging, clothing, stationery, vehicles etc, unless you have our written permission. You may use items branded with our Trademark that we or our suppliers have provided to you, but you may only use them in accordance with our instructions.

9.2. You may not use our IPRs in relation to any restaurants that are not registered or active on the open Channel (website).

9.3. If someone else claims that your use of your brand name infringes rights they claim they own, you must tell us immediately, and you must follow any instructions we give you in relation to use of the brand name in association with our IPRs. This might mean we suspend the Services and/or you from the Order Channel (website) in accordance with Clause 13.1 until the dispute is settled.

9.4. During the Term, you must not do or say anything derogatory that might bring our Trademark, business or brand into disrepute or adversely affect our reputation.

9.5. You must stop using our IPRs as soon as this Agreement ends or the Services are suspended. This means that you must stop all use of our IPRs including taking down all in-shop references to our Trademark, and you must stop all on-line and print advertising connecting your business to our platform and Trademark.

9.6. By entering into this Agreement with us, you confirm to us that you have the right to use your brand name and any associated get up and logos in relation to your Restaurant and the Order Channel (website), and that using your brand name, get up or logos will not bring you into conflict with anyone else. You grant us a royalty-free licence to use your name, logo and any other of your intellectual property (including intellectual property in any photographs you send to us relating to your Restaurant or Goods) to enable us to comply with our obligations under this Agreement, including the marketing activities detailed in Clause 3 above and you confirm to us that you have the ability to grant this licence to us. Your intellectual property will, however, at all times remain your property. Your licence to us will end when this Agreement ends, except in relation to any marketing activity or other use which we have already started, or cannot reasonably stop from happening, in which case it will continue to the extent, and for as long as, needed

## **10. LIABILITY & INSURANCE (if applicable)**

10.1. Nothing in this Agreement will limit or exclude a party's liability for:

- (i) death or personal injury caused by its own negligence, or the negligence of its employees, agents or contractors;
- (ii) fraud or fraudulent misrepresentation; or

(iii) breach of any term implied by any statute or any liability which (in each case) cannot lawfully be limited or excluded.

10.2. Subject to Clause 11.1, we are not liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for:

(i) any special damages, any loss of goodwill, reputation, business, profits, data, actual or anticipated income or profits or loss of contract or any indirect or consequential losses (loss is indirect or consequential if, at the time this Agreement was entered into, you and we knew it might happen); or

(ii) any damages, costs, direct losses (loss is direct if it is obvious that it may happen), or indirect or consequential losses, which relate to faults, breakdowns or other interruptions to the ability of Customers to place Orders for any reason.

10.3. Subject Clause 11.1, our total liability to you in respect of any losses arising in connection with this Agreement howsoever caused is limited to an amount equal to an amount of money held by us on your behalf as at the date of the event giving rise to the claim.

10.4. You will compensate us in full against any charges (including Chargebacks), losses, damages or claims (and all related costs, (including legal fees), penalties, fines, interest, expenses and other liabilities incurred by us in connection with a breach by you of this Agreement. In addition, you will compensate us and our Affiliates in full against any losses, damages, or claims (and all related costs, including legal fees), penalties, fines, interest, expenses and other liabilities resulting from a third party claim against us or any of our Affiliates arising from our relationship with you as a Restaurant

Partner (whether or not in the fulfilment of either

party's obligations under this Agreement), and relating to an infringement or claimed infringement of the third party's intellectual property rights, where the loss, damages or claim arises from us or our Affiliate(s), using or permitting the use of, or being or having been the registered proprietor of a domain name, a brand name, trademark, logo or other intellectual property which the third party claims infringes its own rights,

or where it is claimed we or our Affiliate(s) have assisted or permitted you to use or to be a registered proprietor of such rights which infringe the third party's rights.

10.5. Each party must maintain, at their own expense, insurance policies which are required by law and/or would be expected to be maintained as a matter of good industry practice to a reasonable level. Upon our request, you must produce evidence of having the required insurance policies. To be clear, you must take out public and product liability insurance.

## **11. ACCESS TO DATA, AND PROTECTION OF PERSONAL DATA**

### **Access to data**

11.1. In operating the Order Channel, and providing services to restaurants (including the Services we provide to you), we and certain of our Affiliates collect and have access to the data that this generates. We and certain of our members also collect and have access to data relating to Orders, Order Data, (as set out in the nasir.digital Privacy Notice).

11.2. You have access to certain data relating to your Restaurant, Orders, and certain Order Data, via the Partner Centre (and other restaurant partners can see the same in relation to their own orders).

### **Protection of Personal Data**

11.3. The right to protection of personal data is reserved by restaurant / business owner. We are not responsible for that.

11.4. Order Data is as follows:

(a) Types of personal data: Customer title, first name, last name, email address, Order details, delivery address, phone number and online identifiers including IP address; driver first name, last name, location and phone number (whether we or you provide delivery services);

(b) Duration of processing: until the earliest of:

(i) expiry/termination of this Agreement; or

(ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under this Agreement (to the extent applicable);

(c) Nature of processing: collection, analysis, storage, duplication, deletion, disclosure;

(d) Purpose of processing: necessary for the provision of the Services and Delivery Services (if any); and

(e) Categories of data subjects: employees, customers, drivers, contractors, consultants.

#### 11.5. You will:

(a) securely delete all Order Data (whether in electronic or in hard copy form, including on copy receipts and other transactional documentation) immediately after fulfilling each Order and any delivery; and only process the Order Data in order to provide the Services and Delivery Services under this Agreement and shall act only in accordance with this Agreement and our written instructions from time to time (provided such instructions do not cause you to breach Data Protection Legislation);

(b) We give you the support for any changes you want in your order channel / EPOS/ POS but the leak of any personal data, we are not responsible for that;

(c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Order Data;

(d) take all reasonable steps to ensure that only authorised personnel have access to such Order Data and that such persons are under obligations of confidentiality;

(e) not engage any sub-processors without our prior written consent. If we provide this consent, you shall only engage sub-processors on the basis of a written contract which imposes on such sub-processors the same terms as are imposed on you by this Clause 12. Where a sub-processor fails to fulfil its obligations under any subprocessing agreement or the Data Protection Legislation or otherwise causes you

to be in breach of the obligations of this Clause 12, you will remain fully liable to us for the failure of fulfilment of your obligations under this Clause 12;

(f) not do, or omit to do, anything, which would cause us to be in breach of our obligations under the Data Protection Legislation;

(g) not cause or permit any Order Data to be transferred or processed outside the European Economic Area or the UK without first seeking our written instructions, which may include the requirement to execute the Standard Contractual Clauses for transfers from Data Controllers to Data Processors approved by the Commission pursuant to Decision 2010/87/EU, as amended by Commission Implementing Decision (EU) 2016/2297;

(h) not make any announcement, publish or authorise any broadcast of any notice or information about a Security Breach without our prior written approval as to the content, media and timing;

(i) assist us in ensuring compliance with our obligations to respond to requests from any data subjects under Chapter III of the GDPR, including by notifying us of any written subject access requests you receive, and our obligations set out under Articles 32 – 36 of the GDPR; and

(j) provide us with information that is reasonably necessary to monitor your website / EPOS software

Agreement. You also agree to allow us, during normal business hours only, to access your premises to conduct an on-site audit including of any Order Data and data processing programs and facilities (subject to any reasonable confidentiality and security measures), provided that where possible we shall give you reasonable notice. You further agree that we may appoint a third party to conduct the audit.

## **12. RESTRICTION, SUSPENSION AND TERMINATION**

### **12.1. If:**

(a) we (acting reasonably) believe that you are in default of your obligations under this Agreement; and/or

(b) any of the events in Clauses 12.3 (c) apply to you, or in Clause 12.3(d) occur; and/or

(c) we have the specific right to as set out in the rest of this Agreement (which we have under Clauses 6.10, 6.13, 7.7, 9.3, 14.2, and Clause 2.6 of Section D (Supplemental Terms - Delivery), and we validly exercise that right, we may at any time on written notice, restrict, suspend, or terminate part of, the provision of the Services under this Agreement, including by suspending your profile on the nasir.digital Order Channel. If you operate more than one Restaurant, we are entitled to invoke this clause in respect of only one Restaurant or all of them, in our sole discretion.

12.2. If we restrict, suspend, or terminate part of, the provision of Services to you as set out in Clause 12.1 above, we will provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on) by email on or before the date on which the restriction, suspension, or termination, becomes effective. If you wish, you can clarify the facts or circumstances that led to the restriction, suspension, or termination, using our complaint handling system. We will then engage with you to discuss these, and if we determine after that discussion that the restriction, suspension, or termination, is not appropriate, we will reinstate the applicable Services, including where applicable your profile on the nasir.digital Order Channel ( **website, EPOS /POS**), without undue delay.

12.3. Without affecting any other right or remedy available, either you or we may at any time on written notice terminate this Agreement:

(a) for any or no reason;

(b) if the other is in significant breach of any of its obligations under this Agreement and that breach is not capable of remedy or, if the breach is capable of remedy, it has not been remedied to the satisfaction of the non-breaching party within 14 (fourteen) days' of notice of the breach by the non-breaching party;

- (c) if the other becomes insolvent, bankrupt, or enters into any similar or analogous solvency related procedure;
- (d) if a Superior force makes the provision of the Services impractical or noncommercially viable; or
- (e) you or we are required to by a legal or regulatory obligation.

12.4. If you terminate this Agreement, you must provide us with at least 30 (thirty) days' written notice before termination takes effect.

12.5. If we terminate this Agreement, we will give you prior notice, and also provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on), by email at least 30 (thirty) days' before termination takes effect, except where:

(a) we are obliged by a legal or regulatory obligation to terminate this Agreement; or (b) you have repeatedly breached your obligations under this Agreement, in which case we will give you as much reasonable prior notice as is possible in the circumstances, and we will provide the clear explanation of our reasons without undue delay (except if we are legally restricted from doing that, or we have terminated this Agreement as you have repeatedly breached you obligations, in which we case we won't provide that explanation).

If you wish, you can clarify the facts or circumstances that led to the termination using our complaint-handling system. We will then engage with you to discuss these, and if we determine after that discussion that the termination is not appropriate, we will either ensure that termination does not take place or, if it already has, re-instate this Agreement, without undue delay.

12.6. Upon termination for any reason, we will remove your Restaurant profile from our Channel. 11.1, and we will also retain your personal data to the extent set out in the Restaurant Partner Privacy Notice.

12.7. Regardless of anything else in this Agreement, you acknowledge and agree that search engines which have a licence to use your intellectual property or personal information arising from this Agreement may continue to hold or use same post

termination. Cached versions of Order Channels may continue to exist in the web browser and web servers of search engines and customers following termination. We will not have any liability to you in connection with these matters to the extent they lie outside of our control.

12.8. Your and our rights and obligations under Clauses 9, 10, 11, 12, 13.6, 13.7, 16, 22, 23, 25 and 26, and any provisions of this Agreement necessary for the interpretation or enforcement of it, will continue and survive beyond termination of this Agreement.

### **13. AUTHORITY & CHANGES TO BUSINESS / RESTAURANT OWNERSHIP**

13.1. Unless we have agreed otherwise in writing, we are authorised to accept instructions in respect of your account from, and provide information about your account to:

- (i) the person who signed this Agreement;
- (ii) any person who appears to us to be employed by that person or by the Restaurant; and
- (iii) any other person who we (acting reasonably) are satisfied has authority to act on your behalf. You must promptly provide us with any information or evidence we may request for the purpose of proving ownership of the Restaurant or its business or Premises.

13.2. We will not be liable to you if we, acting reasonably, decline to provide the Services or decline to act on your instructions because we are on notice from any person who we have reason to believe is your duly authorised franchisor that to do so would breach any agreement made between you and that franchisor.

13.3. If you sell or transfer the ownership of your business, you must advise the new owner or transferee to contact with us for new Agreement and give us notice in writing of the proposed sale or transfer, as set out in Section E (Supplemental Terms – Change of Ownership).

If you do not give us sufficient notice and we make any payments to you that should have been made to the new owner or transferee.

13.4. If we are notified or informed by a third party, of a change to the ownership of your business or other important details relating to your business (for example a change of name, or a change to bank account details) we will make reasonable efforts to contact you. If you don't respond, or if you don't give us the notice referred to in Clause 13.3, we may terminate this Agreement.

**The new owner will be continue services with new agreement. Old agreement is not transferable.**

13.5. If owner payment is due for domain & hosting , contract will be terminated / suspended within 30 days.

## **14. CONSENTS & COMPLIANCE WITH LAWS**

14.1. You confirm and promise that you have obtained and will maintain all necessary consents, licences, permits, registrations (including food business registration), approvals or authorisations ("Consents") of any relevant person or government authority in relation to your business.

14.2. You must notify us in writing immediately, providing all relevant information, if:

- (a) any of the Consents are revoked, suspended or altered;
- (b) you are served with a 'Hygiene Emergency Prohibition' notice or order or equivalent;
- (c) your Restaurant receives a food hygiene rating of 1 (one) or below; or
- (d) you have reason to believe that any Goods that you have supplied or provided for supply to a customer are unsafe. To be clear, other than an alteration to the Consents, the occurrence of any of the events in Clause

15.2(a) to (d) constitutes a breach of this Agreement, and we reserve the right to (amongst other things) suspend your profile on the nasir.digital Order Channel

( website) in accordance with Clause 13.1

14.3. You must comply with all applicable laws and regulations including, without limitation in relation to health and safety, tax, data protection, food standards, (including maintaining an appropriate food safety management system) the sale of alcohol, hygiene and consumer information (including allergen labelling), and will provide reasonable evidence to us of this compliance upon reasonable request.

14.4. You should observe any guidance or training materials that we may provide from time to time to support your compliance with applicable laws.

## **15. RECORDS**

Each party must collect, maintain and retain accurate records relating to the proper performance of its obligations carry out to this Agreement and/or as required by law.

## **16. ASSIGNMENT & SUB-CONTRACTING (if applicable)**

Other than to an Affiliate or, in the case of nasir.digital, in relation to the procurement of Delivery Services, neither you or we have the right to assign or sub-contract all or any of our respective rights or obligations under this Agreement without the prior written consent of the other, which must not to be unreasonably withheld or delayed. Any consent, if given, will not affect such your or our obligations or liabilities under this Agreement.

## **17. Superior Force**

Neither you or we will be liable to the other as a result of any delay or failure to perform its obligations under this Agreement resulting from a Superior force.

## **18. WAIVER, VARIATION & THIRD-PARTY RIGHTS**

18.1. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver (in other words, a voluntary giving-up) or prevent further exercise of that or of any other right or remedy.

## **19. UPDATING TO THIS AGREEMENT**

19.1. We may update this Agreement from time to time. We will notify you by email of any proposed update. Except in the limited situations described in Clause 19.3, the proposed update(s) will not take effect until at least 15 (fifteen) days from the date on which we notify you about them (and we will set out the effective date of the update(s) in the relevant notification). If a proposed update(s) means that you then need to make technical or commercial adjustments in order to comply, we will always give you a longer notice period before the update(s) are effective.

19.2. Whenever we notify you of a proposed update(s) to this Agreement, you will have the right to terminate this Agreement before expiry of the applicable notice period. If you do wish to terminate, and let us know during that notice period, termination will then take effect 15 (fifteen) days from your receipt of the notification. the changes to this Agreement require you to make significant technical or commercial adjustments, If we do not hear from you by the end the notice period, you will be deemed to have agreed to the update(s).

19.3. The minimum 15 (fifteen) day notice period in Clause 19.1 will not apply where:  
(a) we are subject to a legal or regulatory obligation which requires us to amend this Agreement in a way which does not allow us to give you that length of notice period;  
and

(b) we need to amend this Agreement to address an unforeseen and imminent danger that relates to defending the Services, Order Channels, Customers or restaurant partners from fraud, malware, spam, data breaches or other cybersecurity risks.

## **20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and replace all previous agreements, arrangements and understandings between the parties relating to its subject matter.

## **21. NOTICES**

21.1. All notices under this Agreement must be in writing, in English and any notice sent for the purposes of this clause will be considered received:

- (a) if delivered by hand, before 3:00pm, on that Business Day;
- (b) if sent by mail, on the third Business Day after posting; or
- (c) if sent electronically, it at the time of sending unless the sender's electronic system receives a delivery failure notification. except that a delivery by hand, mail or email received before at 3:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

21.2. The addresses for services of notices are as specified in this Agreement and may be varied by written notice.

## **22. GENERAL**

22.1. Any phrase introduced by the expression "including", "in particular" or any similar expression is illustrative, and will not limit the sense of the words preceding those terms.

22.2. If any of the terms or conditions of this Agreement are declared wholly or partly invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and any wholly or partly invalid term or condition will be deemed modified to the minimum extent possible to make it valid, legal and enforceable.

## **23. EXECUTION**

This Agreement may be executed electronically. Nevertheless the use of the words "writing," "execution," "signed," "signature," or other similar words, the parties intend that the use of an electronic signatures and the keeping of records in electronic form

will have the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paperbased record keeping system.

## **24. PROBLEM SOLVING**

24.1. We operate a complaint-handling system that you can access and use free of charge.

24.2. You can submit a complaint to us:

(a) through the E-mail ([info@nasirdigital.com](mailto:info@nasirdigital.com))

(b) through our contact centre helpline - **0333 577 0405**. The contact centre is open between 9.00 to 15.00 on Monday to Friday. All complaints will be dealt with appropriately by the person receiving them.

## **25. CONCILIATORS, GOVERNING LAW AND JURISDICTION (if applicable)**

25.1. Conciliation is a process where a neutral third party facilitates negotiations between the parties to a dispute to help them come to an outcome that they can all agree on. We work with the Centre for Effective Dispute Resolution ("CEDR"), who we are willing to engage with to attempt to reach an agreement with you on the settlement, out of court, of any disputes we may have with you arising out of this Agreement, including complaints that could not be resolved by means of our complaint-handling system referred to in Clause 25. Although mediation is a voluntary process, you and we both agree to engage in good faith throughout any mediation attempts, and to also do so in accordance with the CEDR Model Mediation Procedure

25.2. You and we both agree to notify the other in writing if one of us wishes to submit a dispute to conciliation. Unless you and we agree otherwise within 14 (fourteen) days of that notice, the mediator will be nominated by CEDR. We will bear a reasonable proportion of the total costs of mediation. Any attempt to reach an agreement through mediation on the settlement of a dispute will not affect your or our right to initiate court proceedings at any time before, during or after the mediation process. Let us know if you need any further information of the functioning and effectiveness of mediation.

25.3. This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it will be governed by and construed in accordance with English law.

25.4. The courts of England & Wales will have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement

## **SECTION C. SUPPLEMENTAL TERMS -SELF-DELIVERY AND PICK UP**

### **1. APPLICATION**

This Section C applies where you will arrange delivery yourself, or where the Customer picks up Orders from your Restaurant.

### **2. RESTAURANT GENERAL REGULATIONS**

You are solely responsible for the delivery or arranging the pick-up of the ordered Goods. You must:

2.1. check each Order to ensure it is accurate, complete and contains all the Goods ordered;

2.2. ensure that accurate allergen information relevant to that Order is provided with the Goods;

2.3. use packaging which is suitable for delivery (including by preventing crosscontamination and maintaining safe temperature of the food during delivery) and (where possible) sealed to avoid tampering;

2.4. not use any marketing materials containing logos/branding of our competitors in connection with fulfilling any Orders;

2.5. use best efforts to establish that the person receiving the Order is authorised to receive it (for example, for Card Orders, by checking that the credit or debit card of the person receiving the Order is the same as the receipt data for the Order on pick up or delivery);

2.6. where the Order contains alcohol, tobacco or other smoking products, or any other age restricted goods, you acknowledge that you are solely responsible for ensuring that the Customer is over the relevant legal age for the purchase of any agerestricted goods. **It is illegal to sell alcohol, tobacco or other smoking products to a person under the age of 18 (eighteen), and proof of age ID should be requested if anyone appears to be under 25 (twenty five) years old.**

2.7. you will use commercially reasonable efforts to deliver the Order from the Premises to the Customer's delivery address in a timely manner; and

2.8. We are not responsible for any payment. So, any consent according to customer payment it's all responsibility to restaurant / shop / business owner.

## **EXECUTION**

You confirm that you have read this Agreement in full; and you agree to this Agreement personally or on behalf of the entity that you represent. If you are accepting on behalf of your employer or another entity, you confirm that you have full legal authority to bind your employer or other entity to this Agreement. By signing this Agreement, either physically or electronically, you or the entity you are authorised to represent will be bound by these terms.

You confirm that the entity entering into this Agreement is:

**Signed for and on behalf of nasir.digital      For and on behalf of the Restaurant Partner**

.....  
**Director of nasir.digital**

.....  
**behalf of Restaurant**