

Terms and Conditions for FatMoose.com

1. Introduction

These terms and conditions govern your use of our website – <http://www.fatmoose.com>. By using our online service, either the premium or the free account, you accept these terms and conditions in full.

2. Acceptable Use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use the website to promote any other businesses that you may be working with in any form, or you have an interest in, either commercially or non-commercially without our written consent.

3. Restricted Access

We reserve the right to restrict access to areas of our site or the whole website, at our discretion.

You will be provided with a username and password to access your profile, it is your responsibility to keep this safe and confidential. You should ensure that you change your password from the one we issue you to a more secure, secret password.

We may disable your username, password and hence access to your profile without notice or explanation.

If you gain access to an profile account which is not yours intentionally or unintentionally, and change the content without the account holders written permission you will be held liable for any, and not restricted to, losses and damages experience by the account holder due to your actions.

5. User Generated Content

The term 'your user content' refers to any material (including without limitations text, images, audio material, visual material, audio-visual material) that you submit to our website for whatever purpose.

Your user content must not be illegal or unlawful, offensive, must not infringe any third party's legal rights, including but not limited to copyrights. It must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

If you remove content from your webpage, it may still be stored on our servers and may be accessible through a specified URL. Thus, we accept no responsibility for any inaccuracies in data we hold and you agree that we

can store files they have uploaded even after they choose to delete them from their profile. If you wish for some data to be permanently removed you will provide us the details and your written request.

6. FatMoose Exclusive Offers

Where you have uploaded, posted, created an exclusive offer only available with the FatMoose Card, you will only accept these offers if the customer has a FatMoose Card and is signed.

7. Abuse of our system or services

We have the right to carry out checks on any of your profile(s) if we believe you are abusing the system or manipulating the features, functionality in a way that may be considered, but not limited to unfair, dishonest or deceitful. If we believe you are abusing the system, you will first receive a warning either via, email, phone or letter, and then if you continue to abuse the system your account will be suspended and your access will be revoked. If this occurs you will not be entitled to any refunds or reimbursement.

8. Features and Functionality

We reserve the right, at any time to move features and or functionality that is available on the Free account to Premium Accounts only and vice versa. Where possible and appropriate we will give a notice to all account holders, either in writing or electronically via email or a post on our website.

9. Limitations of Liability

We will not be held liable for content that is uploaded, posted, distributed by you from any of the services from the website or the website as a whole.

We will not be held liable for any loss of business, profits, revenue, reputation, data or information that may occur from using our website.

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions

10. Breaches of Terms and Conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you. In any of these cases you will not be entitled to a refund or reimbursement of the remainder of the subscription and, or the time your webpage, profile, website was inaccessible.

11. Revisions

We may revise these terms and conditions from time-to-time, these revisions will be posted online. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website.

In the event that the company or the website is sold to another party, the most recent revised terms and conditions, posted by us will remain binding till the end of your subscription period. You will be responsible for cancelling your subscription with one month prior notice, if you do not cancel the new management, party, person(s), organisation, whoever the company, website was sold to will have the right to renew your subscription automatically and revise these terms and conditions.

12. Assignment

FatMoose Limited - Registered in England and Wales, Registered Office: Kent Business Incubator, Biosciences Building, Canterbury, Kent, CT2 7NJ, United Kingdom. Registration No: 06945740

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

13. Payments

All premium account subscription payments will be paid in advance, we only accept Sterling for UK businesses. Subscriptions to our service can be either 6 months or 12 months, a discount may be provided for taking a 12 month subscription this will be at our discretion.

The 'Premium Account' service offered by us will be charged at £4 per month a discount of one month free will be given to 12 month subscription subscribers bringing the total advanced payment for 12 months to £44.00, we reserve the right to revoke the discount but cannot do this after the date these terms and conditions were signed. A 6 month subscription will bring a total advanced payment of £24.

14. Cancellation

If you wish to cancel your subscription you must give one month prior notice in writing before the end of your 6 or 12 month subscription date, if we do not receive a notice, your subscription will be automatically renewed and you will be invoiced for the subscription payment. If you wish to cancel the subscription before the end of the subscription period you will not be able to get a refund on the remaining months or days.

Once your subscription is cancelled your username and password will be deactivated, but your restaurant profile may remain on the site, this will be at our discretion.

Content that you have uploaded will remain on the profile unless we feel it is inappropriate or you request in writing that you would like it removed. Content which is public knowledge or was produced by us, including but not limited to address, telephone no, cuisines, hygiene ratings may be kept on the profile.

15. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16. Our Details

The full name of our company is FatMoose Limited. We are registered in England and Wales, our registered address is Kent Business Incubator, Biosciences Building, Canterbury, Kent, CT2 7NJ, United Kingdom. Our Registration Number is 06945740. You can contact us by email to hello@fatmoose.com.