

ACCEPTABLE USE

These acceptable use standards apply to any material you upload or share to our site or post or generate on our website and/or mobile application (together, the **Platform**) (**User Content**). They also apply to any contact you make with us (including our Customer Service Team at <https://support.cottavita.com>) and (to the extent our Platform allows this) other users on our Platform, links to our Platform, and any other ways you use our Platform.

You must comply with these standards in spirit as well as to the letter.

Cotta Digital Services Limited trading as “Cotta” (a limited company, registration number 16714780) will determine, in its discretion, whether any User Content or your use of our Platform breaches these acceptable use standards.

Cotta reserves the right, at its sole discretion, to remove, edit, or disable access to any User Content that Cotta identifies or is alerted to as being in breach of these acceptable use standards, without prior notice to the user who posted such content.

You may not use our Platform:

- In any way that breaches any local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, share, post, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

User Content:

- Must be accurate (where it states facts).
- Only contain opinions that are genuinely held.
- Must comply with the law applicable in any country from which it is posted and to which the Platform is targeted.

User Content must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.

- Infringe any copyright, database right or trade mark of any other person.
- Include material that might impair the physical, mental or moral development of persons under the age of 18.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the User Content emanates from Cotta, if this is not the case.
- Advocate, promote, incite or assist any unlawful or criminal act such as copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Be pornographic.

INTELLECTUAL PROPERTY

In addition to the general prohibition on infringing any copyright, database right, or trade mark, you must not:

- Copy, reproduce, or misappropriate recipes, product descriptions, images, or other content belonging to other vendors or third parties without appropriate authorisation.
- Impersonate or create a false association with any food brand, manufacturer, or other vendor on the Platform.
- Use any trade marks, trade names, logos, or branding belonging to third parties in a manner that is likely to cause confusion or deceive consumers as to the origin or endorsement of any products.

ILLEGAL CONTENT

In addition, you must not use our Platform in any way that involves the following:

- Terrorism.

- Child sexual exploitation or abuse including grooming and child sexual abuse material.
- Hate offences.
- Harassment, stalking, making threats or abuse.
- Controlling or coercive behaviour.
- Intimate image abuse.
- Extreme pornography.
- Sexual exploitation of adults.
- Human trafficking.
- Unlawful immigration.
- Fraud and financial offences.
- Proceeds of crime offences.
- Drugs or psychoactive substance offences.
- Firearms, knives and other weapons offences.
- Encouraging or assisting suicide.
- Foreign interference offences.
- Animal cruelty.

CONTENT VERY HARMFUL TO CHILDREN

The following must not be uploaded, shared or generated directly on this service:

- Pornographic content.
- Content which encourages, promotes or provides instructions for suicide.
- Content which encourages, promotes or provides instructions for an act of deliberate self-injury.
- Content which encourages, promotes or provides instructions for an eating disorder or behaviours associated with an eating disorder.

OTHER CONTENT HARMFUL TO CHILDREN

You must not upload, post, create on our Platform or share any of the following:

- Content that is abusive and which targets any of the following characteristics: race, religion, sex, sexual orientation, disability, gender reassignment.
- Content which incites hatred against people:

- of a particular race (including colour, nationality, and ethnic or national origins, religion (including lack of religion), sex or sexual orientation;
- who have a physical or mental disability; or
- who have the characteristic of gender reassignment (meaning the person is proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex).
- Content which encourages, promotes or provides instructions for an act of serious violence against a person.
- Bullying content.
- Content which:
 - depicts real or realistic serious violence against a person (real or not);
 - depicts the real or realistic serious injury of a person (real or not) in graphic detail.
- Content which:
 - depicts real or realistic serious violence against an animal (real or not);
 - depicts the real or realistic serious injury of an animal (real or not) in graphic detail;
 - realistically depicts serious violence against a fictional creature or the serious injury of a fictional creature in graphic detail.
- Content which encourages, promotes or provides instructions for a challenge or stunt highly likely to result in serious injury to the person who does it or to someone else.
- Content which encourages a person to ingest, inject, inhale or in any other way self-administer:
 - a physically harmful substance;
 - a substance in such a quantity as to be physically harmful.

OFFENCES

You must not upload, post, create on our Platform, share or cause any uploading, posting, creation or sharing, of any of the following:

- A grossly offensive, indecent, obscene or menacing message intending to cause offence, menace, distress or anxiety.
- A false message knowing it to be false, intending to cause non-trivial psychological or physical harm to a likely audience, and with no reasonable excuse.

- A message threatening death or serious harm while intending or being reckless as to whether the object of the threat would fear that the threat would be carried out.
- A communication that intends to encourage serious self-harm.
- An unsolicited sexual image, including a manufactured intimate image or "deepfake" intending the recipient to be caused alarm, distress or humiliation, or for the purpose of sexual gratification and being reckless as to whether the recipient will be caused alarm, distress or humiliation.
- A sexually explicit deepfake.

ADDITIONAL PROVISIONS FOR VIDEO CONTENT UPLOADED BY VENDORS

Vendors may upload videos to our Platform for the purpose of showcasing their products, demonstrating food preparation, or providing other content directly related to their offerings. All such video content constitutes User Content and must comply with these acceptable use standards.

In addition to the general requirements for User Content set out above, any video content uploaded by vendors must:

- Accurately represent the products being sold, including ingredients, portion sizes, and preparation methods.
- Not contain any false or misleading claims regarding the nutritional value, health benefits, or origin of any food products.
- Comply with all applicable food safety, hygiene, and labelling regulations when depicting food preparation or handling.
- Not contain any material likely to incite violence or hatred against a group of persons or a member of a group of persons based on any of the following grounds: sex, race, colour, ethnic or social origin, genetic features, language, religion or other belief, political opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

ADVERTISING

You must not upload, post, create on our Platform or share content containing any advertising or promoting any services or web links to other sites.

Hidden advertising (where a content creator has been paid or otherwise has an incentive to endorse a product but does not clearly identify the content as advertising) is not allowed on our Platform.

Vendors must not upload a video to our Platform containing advertising for any of the following products:

- Cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
- Alcoholic drinks.

Any advertising included in a video that a vendor uploads to our Platform must not:

- Prejudice respect for human dignity.
- Include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation.
- Encourage behaviour prejudicial to health or safety.
- Encourage behaviour grossly prejudicial to the protection of the environment.
- Cause physical, mental or moral detriment to persons under the age of 18 or directly exhort such persons to purchase products in a manner which exploits their inexperience or credulity; directly encourage such persons to persuade their parents or others to purchase products; and/or unreasonably show such persons in dangerous situations.

REVIEWS

Fake reviews are not allowed on our Platform. Fake reviews include reviews where the reviewer has been incentivised without disclosure, reviews posted by users who have not used the product, reviews posted by the vendor or their associates, or reviews containing false or misleading information.

Additionally, users must not: (a) manipulate ratings or reviews, including but not limited to vendors reviewing their own products, or posting false reviews of competitors; (b) offer or accept payment or undisclosed incentives in exchange for reviews; (c) selectively solicit reviews only from customers likely to leave positive feedback; (d) use automated systems to generate reviews; (e) post multiple reviews for the same product; (f) contact customers to encourage, discourage, or request changes to reviews; or (g) engage in any conduct designed to artificially inflate or deflate ratings. Vendors must not respond to, remove, or amend customer reviews directly; review management is handled by Cotta in accordance with the Vendor Terms and Conditions.

We reserve the right to remove any review that it reasonably believes to be fake, misleading, or in breach of these acceptable use standards, and to suspend or terminate the accounts of users who repeatedly post such reviews.

Users are encouraged to report any reviews they believe to be fake or misleading by using the reporting function on the Platform or by contacting us directly.

MARKETPLACE CONDUCT

You must not use the Platform to engage in any of the following:

- Price manipulation, price gouging, drip pricing (displaying a price and subsequently introducing mandatory charges as users proceed with their purchasing journey), or any artificial inflation or deflation of prices.
- Bait-and-switch tactics, including advertising products at a particular price or quality with the intention of substituting inferior products or charging a higher price.
- Creating or operating multiple accounts to circumvent any restrictions, suspensions, or terminations imposed by Cotta.
- Collusion with other vendors to manipulate prices, reviews, ratings, or search rankings.

- Misrepresenting the origin, source, quality, or nature of any food products.

ENFORCEMENT AND CONSEQUENCES

Breach of these acceptable use standards may result in one or more of the following actions, at Cotta's sole discretion:

- Removal, editing, or disabling of access to content or listings;
- Suspension or restriction of account access;
- Termination of your account;
- Legal action where appropriate; and/or
- Reporting to relevant regulatory or law enforcement authorities.

For vendors, additional consequences are set out in the Vendor Terms and Conditions, including suspension rights and termination rights. Cotta's decision to take any enforcement action shall be final, subject to any complaint or dispute resolution procedures set out in the Vendor Terms and Conditions or customer terms (as applicable).

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