

PARTNER TERMS AND CONDITIONS

as of 3 March 2026

1. WHO WE ARE AND HOW TO CONTACT US

We are Cotta Digital Services Limited trading as Cotta, a limited company (registration number 16714780, with VAT number 505329411. We are based at 34-35 Clarges Street, London, United Kingdom, W1J 7EJ.

For information on the best way to contact us, visit our [Support page](#).

2. WHEN THESE TERMS APPLY

2.1 These terms apply to prospective partners during the application and onboarding process set out in clause 3.1 and to partners' access to and use of Cotta, our online marketplace, on <https://cottavita.com> and our mobile application known as Cotta (together the **Platform**) to market and sell food products to customers in certain geographic locations in England (as we may update and change from time to time).

2.2 Terms which appear in **bold** have specific meanings which you can see in clause 15 or which are defined within these terms.

2.3 In the event of any conflict or inconsistency between these terms and our partner terms of service (as first provided to you during the onboarding process and thereafter from time to time or upon request) (**Terms of Service**), these terms will take priority over the **Terms of Service**.

3. BECOMING A PARTNER ON OUR PLATFORM

3.1 HOW TO APPLY TO BECOME A PARTNER

3.1.1 You can apply to become a partner on our **Platform** by completing the partner set up process (including your application and the onboarding information you provide) available on our **Platform (Partner Set-Up)**. During the **Partner Set-Up** process:

- (a) You and we agree to:
 - (i) only use and disclose the other's confidential information as necessary for your making and our considering your application to become a partner on the **Platform**;
 - (ii) comply with the restrictions in how we and you must protect each other's confidential information (which are set out in clause 14.5 below).
- (b) Insofar as you have access to **our systems**, you agree to comply with all relevant restrictions in your use of **our systems** (which are set out in clause 3.7).
- (c) You must answer all the questions listed on our due diligence questionnaire within the **Partner Set-Up** to the best of your knowledge (see clause 3.3 for further information in relation to this).

- (d) The provisions set out in clause 14 shall apply to any disputes concerning your application and the onboarding process.

3.2 OUR AGREEMENT WITH YOU

- 3.2.1 Subject to clause 3.2.2, an agreement between you and us, governed by these terms, will come into force when we accept your application and confirm to you by an email from your relationship manager and/or via a notification through our **Platform** that you have satisfied our **Partner Set-Up** process (at our discretion) in order to become a partner on our **Platform**.
- 3.2.2 A limited agreement between you and us, governed by the provisions set out in clause 3.1.1, shall come into force when you submit your application to become a partner on our **Platform**. If we do not accept your application or you do not satisfy our **Partner Set-Up** process, this limited agreement shall terminate upon our notification to you by email from your relationship manager and/or via a notification on our **Platform** of such rejection, save that the obligations set out in clauses 3.1.1(a), 3.1.1(b) and 14.5 shall survive such termination.

3.3 YOUR WARRANTIES ABOUT THE INFORMATION YOU GIVE

- 3.3.1 You represent and warrant that:
 - (a) You are, and will remain, established in England.
 - (b) The information you provide to us in connection with your **Partner Set-Up** to become a partner on our **Platform** is complete and accurate and you will promptly notify us of any changes to it and keep up to date the partner profile you create on our partner interface of our **Platform**.
 - (c) You are either registered for **VAT** or are not required to be registered for **VAT** under applicable law, and you will promptly register for **VAT** if and when required to do so by applicable law. For the avoidance of doubt, we do not permit sales of products on our Platform to business customers; sales are permitted only to consumers.
 - (d) You will register and maintain an account with our third party payment processor, Stripe (or such other payment processor as we may notify you of from time to time). You acknowledge and agree that: (i) your use of the third party payment processor's services is subject to your acceptance of and compliance with their terms and conditions (found [here](#)); (ii) your relationship with the third party payment processor is separate from and independent of your relationship with us under this Agreement; (iii) we are not a party to any agreement between you and the third party payment processor; and (iv) we shall not be responsible or liable for any acts, omissions, errors, delays, or issues arising from the third party payment processor's services or your use thereof..
- 3.3.2 As a producer and/or partner of food products that you wish to make available for purchase by consumers through our **Platform**, it is your responsibility to supply us with or input onto the **Platform** accurate, detailed and complete product information. We reserve the right to review and remove any product listings from

our **Platform** which do not comply with these terms or meet legal or regulatory requirements.

3.4 **OUR RIGHTS TO VERIFY THE INFORMATION YOU GIVE US AND TO CONDUCT SITE VISITS, YOUR COMPLIANCE WITH THESE TERMS AND**

- 3.4.1 We may at our option at any time require you to promptly provide us with reasonable evidence that any information you have given us is true, complete and up to date and that such information and your behaviour and acts are in compliance with these terms. Such information includes (but is not limited to) information in connection with your **Partner Set-Up**, in your partner profile and in the listings for your products (including as required pursuant to clause 10.1). We may verify such information and/or your compliance with these terms by way of premises or site visits (**Site Visits**), which may include inspection of your premises, production facilities, processes, products, records and documentation (including as set out in clause 10.2).
- 3.4.2 We will normally provide you with at least 48 hours' notice of any Site Visit, save that we may conduct Site Visits with shorter notice or without notice where we reasonably believe there is an urgent food safety, product safety, compliance or reputational issue. Site Visits will normally be conducted during your normal business hours. You must provide us and our representatives (including any third party auditors we appoint) with reasonable access to your premises and facilities, make relevant personnel available for interview and provide complete access to all relevant records and documentation during any Site Visit.
- 3.4.3 We can suspend or restrict individual listings for your products until you have supplied evidence we have requested or remedied any issues identified during a Site Visit, and we can end this Agreement if you don't comply with this requirement or refuse to permit a Site Visit. Please also see clause 7.
- 3.4.4 You permit and instruct us to collect information about you and in connection with your performance of this Agreement (including without limitation the products you list on our **Platform**) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

3.5 **OUR COMMUNICATIONS WITH EACH OTHER**

- 3.5.1 When we accept your application to become a partner and the onboarding process is completed, we'll give you access to our partner interface on our **Platform** and appoint a relationship manager who will act as your primary point of contact with us. We'll generally use our partner interface to tell you about customer orders, questions, cancellations and complaints and also other things about our service, such as changes to these terms and our policies. We or your relationship manager may also contact you via telephone, email or other methods.
- 3.5.2 You should use our partner interface to get in touch with us wherever possible, but we may also give you other ways of contacting us (including directly with your relationship manager via telephone, email or other methods).

3.6 YOUR COMMUNICATIONS WITH CUSTOMERS

3.6.1 Unless otherwise agreed in advance by us, you must not:

- (a) Directly or indirectly communicate with customers who have ordered with you through our **Platform** or enquired about your products through our **Platform**, except as permitted in accordance with, and through, our **Platform**;
- (b) Ask or encourage any customer who has contacted you, placed an order, or enquired about your products through our **Platform** to purchase those products (or repeat orders for those or similar products) either directly from you or from another source outside our **Platform**;
- (c) Solicit, attempt to divert, or redirect any customer obtained through our **Platform** to make purchases through any other sales channel, website, or direct arrangement;
- (d) Share or provide any alternative contact details, website addresses, or purchasing methods with customers who have engaged with you through our **Platform**;
- (e) Accept or process any orders from customers obtained through our **Platform** outside of our **Platform**'s ordering system.

This prohibition applies for the duration of this Agreement and for 12 months after the later of (i) termination of this Agreement, or (ii) any customer's last interaction with you through our **Platform**.

3.7 YOUR USE OF OUR SYSTEMS

3.7.1 You may only use **our systems** for listing and selling your products and communicating with us and customers as envisaged in these terms. To the extent applicable, you must ensure your systems can integrate with our Platform's technical requirements as communicated to you during onboarding and maintain compatibility with any reasonable technical updates we implement.

3.7.2 You agree to use all reasonable security practices to prevent unauthorised access or damage to **our systems**. These practices include but are not limited to:

- (a) Making sure any devices you use to access **our systems** have up to date anti-virus protection and not introducing any viruses into **our systems**.
- (b) Ensuring that your magic link access emails for **our systems**:
 - (i) are only used by you or your employees and, who in each case are required to comply with the rules set out in this clause 3.7;
 - (ii) are not shared between users; and
 - (iii) are kept secure.

- (c) Telling us immediately if you think that your magic link access emails are being or may be used in an unauthorised way or that the security of **our systems** has been compromised in any other way.

3.7.3 Except as permitted by any applicable law which you and we can't agree to exclude, you must not:

- (a) Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of **our systems** in any form or media or by any means.
- (b) Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of **our systems**.
- (c) Access all or any part of **our systems** to build a product or service which competes with them.
- (d) Use **our systems** to provide services to third parties or allow or assist third parties to access **our systems**.
- (e) Create multiple accounts to evade punishment or avoid restrictions.

3.8 CREATING YOUR PARTNER PROFILE AND LISTING PRODUCTS ON OUR PLATFORM

3.8.1 You must create a partner profile on our **Platform**. Once you have done this, you can create listings to sell your products on our **Platform** through our partner interface. You represent and warrant that you will:

- (a) Only create listings for products that satisfy and comply with your **Partner Set-Up**.
- (b) Only list products which comply with clause 10.8 and all applicable legislation and regulations affecting the manufacture, sale, packaging and labelling (see clause 10.1 for further details in relation to your food labelling obligations) and don't infringe third party trade marks or other intellectual property rights.
- (c) Only list products which are safe. You cannot list products that are unsafe, that we reasonably believe to be unsafe or that have been or become the subject of a product safety alert or recall. We may require product safety documentation before permitting you to list certain products. For information on your product safety obligations, see <https://www.gov.uk/guidance/product-safety-advice-for-businesses>. Please also see clause 10.
- (d) Only list products which are already in England at the time of their sale to customers. You are not permitted to list products which will be in England only on or after their sale to customers, as this has **VAT** and customs implications for both you and us.
- (e) Include in your listings, or where appropriate, your partner profile, all the information about you and your products and how you will fulfil orders that

is needed to comply with consumer protection law. Our customer interface will prompt you to provide this information, but you're responsible for making sure you comply with the law. For more on these information requirements, please see the Trading Standards' advice on online selling at www.businesscompanion.info.

- (f) Provide us with your valid **VAT** registration number (only if you are a **VAT** registered business).
- (g) You will input and maintain accurate initial stock levels for each product on the partner interface and promptly update stock levels when new stock becomes available or existing stock is depleted. You shall ensure that the stock levels on the **Platform** always reflect your actual available stock which is ready for dispatch.

You acknowledge that you operate as an independent business and are solely responsible for your products and their compliance with all applicable laws.

3.8.2 You must ensure that your partner profile and the listings for your products:

- (a) Comply with our [acceptable use policy](#), which bans things such as obscenity and defamation.
- (b) Only feature (i) high-quality images, for which you have all necessary intellectual property and other rights to use on our **Platform** and to license to us as set out in clause 6.2; and (ii) accurate descriptions and tags of the products' ingredients and provenance.
- (c) Are in the English language and are clear and comprehensible.
- (d) Set initial stock levels for each product on the partner interface ready to dispatch, and update stock levels when new stock becomes available or is depleted from sales made outside the Platform. The **Platform** will automatically reduce stock levels for your products as customers purchase the relevant products through the **Platform** and display real-time stock availability for your products to customers, provided that you have updated the Platform in respect of sales made outside the Platform. Where a customer attempts to order a quantity exceeding available stock, the **Platform** will automatically limit the customer's order to the available stock quantity. You are not required to delist products due to insufficient stock, as the **Platform** will automatically prevent customers from ordering quantities in excess of available stock. However, once you have sold all existing stock, you must delist any products which you no longer intend to supply through the **Platform**. You must use reasonable endeavours to maintain adequate stock levels based on your historical sales data through the **Platform** (where available), your average sales velocity over the preceding 30 days, and anticipated demand for upcoming product fulfilment windows (being when you as a partner are available to receive orders), taking into account any known seasonal variations, promotional periods, or other events that may affect demand.

- (e) Input the lead time from when a customer places an order on the **Platform** (as set out in clause 4.1.2) to when products are estimated to be prepared and ready for collection and dispatch. The **Platform** will then display this to customers. Where a customer's order includes multiple products with different lead times, the **Platform** will automatically use the longest lead time, submitted by you, to determine the time for collection and dispatch.
 - (f) Don't include anything which would encourage or allow customers to contact you other than through the partner interface, such as email or social media contact details, website addresses or other links. We reserve the right to remove such information.
 - (g) Don't use any search engine optimisation techniques which breach search engines' guidelines or involve deception, including but not limited to keyword stuffing.
- 3.8.3 You may add new or remove existing products to our **Platform** at any time after completion of the initial onboarding and acceptance of your **Partner Set-Up** by creating new listings through the partner interface without our prior approval. You represent and warrant that any new products you add to our **Platform**, and the listings for such products, shall comply with the requirements set out in clauses 3.8.1 and 3.8.2, and all other applicable provisions of this Agreement. We reserve the right to review and remove any product listings which do not comply with these terms or meet legal or regulatory requirements.
- 3.8.4 If you remove any product listings from our **Platform**, you remain obligated to fulfil all existing orders for such products that were placed prior to removal. Your removal of product listings does not affect your obligations under this Agreement in respect of products sold prior to such removal, including but not limited to your obligations under clauses 4, 9 and 10.

3.9 PRICING YOUR PRODUCTS (INCLUDING VAT AND DELIVERY CHARGES)

- 3.9.1 How you price your products is entirely up to you, and you may change the price for your products at any time using the partner interface – however, your relationship manager may, upon your request, provide assistance from time to time with adjustments to the pricing of your products, but any final decision regarding the price of your products remains yours. Whilst revised prices to be displayed on our **Platform** will be instantaneous within the constraints of the **Platform**, please allow up to 15 minutes for revised prices to be displayed on our **Platform**. We'll charge customers the price shown on our **Platform** at the time they submit their order.
- 3.9.2 The prices you set for your products in your listings must be inclusive of **VAT** (if you are **VAT** registered). On the checkout page for a customer to complete their order, our **Platform** will display: (a) the total price for each product (inclusive of **VAT**, if you are **VAT** registered) using the price you have set in your listing on the **Platform**; and (b) the service fee (inclusive of **VAT**) and delivery charges (inclusive of **VAT**) as set out in clause 4.1.1.
- 3.9.3 You must also ensure that any product listing or other pages which indicate the price of your products give the total price inclusive of the elements listed above in clause 3.9.2.

3.10 PLATFORM AVAILABILITY

- 3.10.1 As a technology platform provider, we aim to make the partner interface available to you and our **Platform** available to customers on a 24/7 basis. We reserve the right to take some or all of **our systems** offline as reasonably required for routine and emergency maintenance or repairs. We'll give you as much notice of such downtime as is reasonably possible. All communications and systems availability may be affected by events outside our reasonable control (see clause 14.2).
- 3.10.2 Our **Platform** integrates with and relies upon third party services for certain core functionality, including but not limited to payment processing, delivery logistics, cloud hosting, content management, customer relationship management, search functionality, SMS and push notifications, and mobile application distribution. You acknowledge and agree that: (i) the availability and functionality of our Platform is dependent upon the continued availability and proper functioning of third party services; (ii) we do not control third party services and cannot guarantee their performance, availability, security, compliance with applicable laws, or continued provision on any particular terms; (iii) third party services are provided "as is" without any warranties from us; (iv) we may change, replace, suspend, or discontinue any third party services integration at any time in our sole discretion with or without notice to you; (v) any replacement third party services may have different features, functionality, pricing, or terms; and (vi) your continued use of our **Platform** following any such changes shall constitute acceptance of such changes.

4. DEALING WITH CUSTOMER ORDERS, REFUNDS AND COMPLAINTS

4.1 WHAT WE DO WHEN A CUSTOMER ORDERS

- 4.1.1 Customers ordering products through our **Platform** must click to accept our [standard customer terms](#), which are linked to from the checkout page. On the checkout page, we will display the following: (i) the total price for each product (inclusive of **VAT**, if you are **VAT** registered) using the price you have set in your listing on the **Platform**; (ii) any service fee (inclusive of **VAT**) per order (regardless of the number of partners included in the customer's order), and (iii) any delivery charges (inclusive of **VAT**), each charged to and payable by the customer in relation to the products they have purchased from you.
- 4.1.2 When a customer orders one of your products from our **Platform**, we, acting as your agent in your name and on your behalf and as a payment processing service in respect of payment but in our own name in respect of delivery (for which we shall charge customers a delivery charge (inclusive of **VAT**) which we shall retain in accordance with clause 5.2.1), will:
- (a) Promptly inform you of the customer order via the **Platform** in the form of a push notification, and the customer's order will automatically be accepted.
 - (b) Send the customer an order acknowledgement and acceptance in the form of a push notification, email and/or SMS message in our standard format and so form a direct contract for you to supply your product to the customer on our [standard customer terms](#). The contract for the products is between you and the customer.

- (c) Process payment for customer orders for your product, as a platform service. The relevant sums for such product will be transferred to you in accordance with clauses 5.2 and 5.3. The partner interface and/or your account with our third party payment processor will tell you whether or not payment has been received for any order and the sums you have been paid.
 - (d) We shall arrange for collection and delivery of the products to the customer based on lead time provided under clause 3.8.2(e) and in accordance with the delivery methods and service levels set out in our **Terms of Service**. If you notify us of a delay under clause 4.2.2, our **Platform** will notify the customer. Our courier or delivery partner shall collect the products from your premises and deliver them to the customer in accordance with the delivery method and timeframe specified in the customer's order (subject to you have preparing the order within the requested timeframe) and any specific delivery requirements you notify us of in respect of the products (such as whether insulated delivery is required).
 - (e) We will update the order status on the **Platform** to mark products as in transit upon collection. You acknowledge that we shall have sole responsibility for the delivery of products to customers in accordance with our **Terms of Service** once collected from your premises, and we shall handle any delivery-related queries or complaints in accordance with clause 4.5.
- 4.1.3 Our order acceptance pursuant to clause 4.1.2(b) will serve as the customer's receipt issued in your name and on your behalf and will include all the information about the ordered product which you have included in your product listing, your business name, trading address (being the address of your principal place of business, contact details (being telephone number, fax number and email address (where available)) (which will direct customers to contact you via the **Platform** interface only), and (if you are **VAT** registered) your **VAT** registration number. You're responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any customer receipt issued in your name. Customers will be directed to contact you only through the **Platform's** partner interface, not via direct email or telephone, in accordance with clause 3.6.

4.2 WHAT YOU MUST DO WHEN WE TELL YOU ABOUT AN ORDER

- 4.2.1 Following us receiving a customer's order on our **Platform**, you will receive a notification via the **Platform's** partner interface and you must actively and regularly monitor the order queue on the partner interface.
- 4.2.2 When you receive a notification for a customer's order via the **Platform's** partner interface, the order will automatically be accepted and, using the **Platform's** partner interface you must:
 - (a) Supply the product to the customer in the way and at least within the lead time set out in the order window requested by the customer.
 - (b) If applicable, immediately mark any products as delayed for dispatch on our **Platform** if you will be unable to prepare them for collection within the

lead time set in the relevant product listing on the **Platform**. If you do not mark products as delayed on the **Platform**, we will (i) be entitled to assume the products are ready for dispatch and collection in accordance with the lead time set against the relevant product listing on the **Platform**, and (ii) arrange collection accordingly.

- (c) Comply in full with our [standard customer terms](#).

4.3 DEALING WITH CUSTOMER QUESTIONS ABOUT ORDERS

We will use reasonable endeavours to deal promptly and professionally with any customer questions about orders relating to your products using the partner interface. You and we will co-operate with each other in trying to resolve any such questions. Please also see clauses 4.5 and 5.6.

4.4 CUSTOMER CHANGES AND CANCELLATIONS OF ORDERS BY YOU OR CUSTOMERS

4.4.1 Once a customer has submitted an order, which has been accepted and payment has been authorised, the customer will not be entitled to change or cancel the order without charge, nor will the customer be entitled to a refund, save as provided in this clause 4.4 and clause 5.6.

4.4.2 If a customer wishes to change or cancel an order after acceptance, the customer may do so via the **Platform** as follows:

- (a) in respect of perishable goods (such as fresh food, chilled items, or products with a short shelf life), the customer may cancel without charge and receive a refund in accordance with clause 5.6.4, provided that: (i) the lead time for the delivery window is not scheduled immediately (for example, any pre-orders for later the same day or next day delivery (or later)); (ii) you have not commenced preparation of the order (with any reasonable supporting evidence that you have done so); and (iii) the order has not been marked as in transit on our **Platform**. If either (ii) or (iii) has occurred (i.e. you have commenced preparation of the order or it has been marked as in transit), the customer will not be entitled to change or cancel the order without charge, or receive a refund; and

- (b) in respect of non-perishable goods (such as jarred or packaged goods that are not perishable), the customer may exercise their statutory right to cancel (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) within 14 days of delivery, regardless of whether you have commenced preparation or marked the order as ready for dispatch (a cancellation under (a) or (b), is a **Permitted Customer Cancellation**).

4.4.3 If you cancel the order at any time, you must provide us with any reasons via the **Platform** that you are unable to supply the product in order for us to confirm to the customer via the customer interface that their order has been cancelled and you will be liable to pay the relevant fee set out under clause 5.6.2. We will monitor all order cancellations made by you and reserve the right to suspend or restrict your listings or terminate this Agreement in accordance with clause 7 where we determine (at

our sole discretion) that your cancellation rate is excessive or demonstrates a pattern of unreliable order fulfilment.

4.5 CUSTOMER RETURNS

4.5.1 You acknowledge that certain products sold through our **Platform** (such as jarred or packaged goods that are not perishable) may be subject to the consumer's statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, including the 14-day cooling-off period. However, you also acknowledge that certain products (including perishable goods such as hot food, chilled items, or products with a short shelf life) are exempt from such cancellation rights.

4.5.2 You must comply with our Cotta Customer Service policy (as updated from time to time and available on request) and all applicable consumer protection legislation in relation to returns. Where a customer seeks to return a product, we shall, acting as your agent in your name and on your behalf, handle such return in accordance with our Cotta Customer Service policy and these terms, and you shall provide us with all reasonable cooperation and assistance in connection with any such return.

4.6 HOW WE WILL HANDLE CUSTOMER COMPLAINTS

4.6.1 We'll inform you via the **Platform** or via your relationship manager if a customer complains to us about you or one of your products, including any complaints that products are not the products the customer ordered or is missing order items or for any other reasons and we'll provide you with all relevant details about the complaint.

4.6.2 We, acting as your agent through our customer service team, will use reasonable endeavours to promptly deal with complaints we inform you about, and any complaints you receive directly from customers (which you must inform us (including your relationship manager) of immediately and cease any further communication directly with the relevant customer (or include us in any communication (which must be done through our **Platform**)), in a way that complies with consumer law and (where reasonably possible but at our discretion) honour any additional commitments or guarantees you have made in your product listing or other marketing or advertising.

4.6.3 You agree to co-operate with us (including your relationship manager) fully in relation to our efforts to resolve disputes arising out of the supply or non-supply of products through our **Platform** under this clause 4.6.

4.6.4 We will keep detailed records of how we have dealt with customer complaints, and all of your communications with us about complaints should be made with us via the **Platform** or your relationship manager (or such other personnel as necessary from time to time).

4.6.5 Please also see clause 9.

4.7 HOW CUSTOMER REVIEWS ARE COLLECTED AND DISPLAYED

4.7.1 Our [acceptable use policy](#) sets out our rules on customer reviews and any information you include in your listing which refers to customer reviews or

feedback. We reserve the right to remove any customer review (or related material in your listings) which does not comply with our [acceptable use policy](#). See also our rights to suspend listings and end your agreement for breach of our policies under clause 7.

- 4.7.2 We may use the **Platform** to send customers to whom your products have been delivered a push notification to review your products and provide any other feedback of any kind (including in relation to delivery and the **Platform**). Our **Platform** only permits customer to submit reviews if that customer has created an account on our **Platform** and made an order for products from you.
- 4.7.3 Customers submitting a review do so in a prescribed format which may involve a free text box. We may detect customer reviews which breach our [acceptable use policy](#) but we don't guarantee that we will do so. You will receive a notification via the **Platform** that you have received a customer review but you will not be able to nor will you remove, respond to and/or amend any customer reviews relating to you, your products and/or the **Platform**. If you consider that a customer review breaches our [acceptable use policy](#), you may escalate the matter to us via the partner interface or with your relationship manager. We will review the matter and, if we agree that the review breaches our acceptable use policy, we will remove the review from the site and inform the customer we have done so.
- 4.7.4 We may respond to reviews on our **Platform** and will deal with customer reviews in a manner that complies with our [acceptable use policy](#).
- 4.7.5 You must not directly or indirectly contact customers (whether through the partner interface or using any other contact details you have for customers) either to encourage them to submit any review or a favourable review or to change or withdraw a review. You must not encourage customers to submit reviews of products they have purchased on our **Platform** anywhere other than on our **Platform** or submit any reviews for you, your products or any other partners or their products on our **Platform**.

4.8 ACCESS TO AND USE OF DATA GENERATED THROUGH USE OF OUR PLATFORM

- 4.8.1 Your own and your customers' use of our **Platform** will generate data (including personal data), about orders (including customer name, contact details, delivery addresses), customer queries, ratings and reviews for your products, and other matters (including information and data set out in clauses 12.2 and 12.4), which we have the right to (subject to clause 12 in respect of any **personal data** and/or **shared personal data**) access, use, process, analyse, aggregate, and commercialise for our own business purposes (including but not limited to improving our **Platform**, developing new products and services, analytics, marketing and/or generating business insights).
- 4.8.2 We may share data generated through your own and our other partners' use of our **Platform** with third parties (including service providers, analytics partners, other business partners) in order to operate and improve the **Platform** and for our own business purposes set out in clause 4.8.1.
- 4.8.3 We will provide you with data and information relating to products consumers purchase from you on our **Platform** solely for your own business purposes (including

financial reconciliation of any sums paid or payable under this Agreement and analytics and/or business insights in relation to your products), and (unless we otherwise agree with you in writing in advance) you shall not use such data for any other purposes or export such data from our **Platform** (including in relation to any marketing that other than on our **Platform**). We retain all rights to use, process, analyse, aggregate, and commercialise data generated on Platform (including aggregated and anonymised data) for our own business purposes as set out clause 4.8.1.

5. FEES AND COMMISSION ON YOUR PRODUCT SALES

5.1 SET-UP AND OTHER FEES

5.1.1 We will not charge you a set-up fee or any payment processing fees. However, we may charge you fees (including any administrative fees and non-refundable payment processing fees charged by our third-party payment processor at the point of sale) to recoup our costs for processing any refunds (see clause 5.6), as set out in our **Terms of Service (Refund Fee)**.

5.1.2 We will charge customers a service fee (inclusive of **VAT**) for each order placed through our **Platform**, which is separate from and in addition to the price of products purchased from you and any applicable delivery charges. This service fee is calculated as set out in clause 5.2.3, retained by us and does not form part of the sums payable to you for your products.

5.1.3 We will charge customers a delivery charge (inclusive of **VAT**) for delivery of the order placed through our **Platform**, which is separate from and in addition to the price of products purchased from you and any service fee. This delivery charge is calculated as set out in clause 5.2.3, retained by us and does not form part of the sums payable to you for your products.

5.2 WHAT WE TRANSFER TO YOU FOR PRODUCTS SOLD ON COTTA

5.2.1 As payment processing agent, we'll transfer to you the sums received from customers for your products less:

- (a) Our commission (see clause 5.2.3) and any **VAT** applicable to it.
- (b) Any service fee (inclusive of **VAT**) and any delivery charges (inclusive of **VAT**).
- (c) Any refund or **Refund Fee** that we are permitted to deduct in accordance with clause 5.6.

5.2.2 We charge customers in pounds sterling and account to you in pounds sterling.

5.2.3 Our commission is calculated as a percentage of the total price paid by the customer for the product purchased from you (including **VAT** but excluding any other fees or charges (including any service fee (inclusive of **VAT**) and any delivery charges (inclusive of **VAT**)), in each case in respect of the commission, service fee and delivery charge at the rates set out in our **Terms of Service** or as we may otherwise agree with you in writing from time to time.

COTTA

5.2.4 If you are **VAT** registered, you must account to HMRC for any **VAT** due on UK sales of your products on our **Platform** and fully comply with your tax obligations in connection with the use of our services and the offer and sale of your products on our **Platform** including the collection, reporting, filing and payment of any and all applicable taxes (such as **VAT**, plastic packaging taxes and duties) and other governmental assessments. You acknowledge that (i) the **VAT** treatment of your products is your responsibility, and you should obtain your own **VAT** advice in relation to your supplies through our **Platform**, and (ii) you are solely responsible for accounting for and paying any **VAT** due to HMRC in accordance with applicable law.

5.2.5 For the avoidance of doubt, if you are **VAT** registered, the prices you list on our **Platform** must include **VAT**.

5.3 WHEN WE TRANSFER FUNDS TO YOU FOR YOUR PRODUCTS SOLD ON COTTA

5.3.1 Following a customer's successful payment for an order, you will be able to access and view details of the sums due to you under clause 5.2.1, and how such sums have been calculated, via the partner interface. All sums paid by the customer and due to you under clause 5.2.1 shall be held for a period of at least 29 days (or such other withholding period as we may agree with you in writing from time to time) prior to the transfer of such sums to your account with our third-party payment processor (**the Holding Period**). Following the expiry of **Holding Period**, such sums shall be cleared and made available to you in accordance with the payout rules of our third-party payment processor (as set out in their applicable terms and conditions).

5.3.2 For the avoidance of doubt, all sums paid by the customer shall be held during the **Holding Period** to enable us to make any necessary adjustments pursuant to clause 5.6 (including in relation to any refunds, **Refund Fees** and/or **Retained Commission** (as defined in clause 5.6.6)) where, for example:

- (a) delivery of the relevant order has not been confirmed;
- (b) a customer has raised a complaint about non-delivery, product quality, or other issues relating to the order; or
- (c) we reasonably believe that there may be an issue with the order that requires investigation.

5.4 WHEN YOU MUST PAY OUR INVOICES

You must pay any invoices we submit to you within 30 days of receipt.

5.5 INTEREST ON LATE PAYMENTS

If either of us fails to make a payment due to the other under these terms by the due date, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

5.6 HOW CUSTOMERS ARE REFUNDED AND PAYMENT ISSUES

- 5.6.1 We will process refunds (whether in full or in part) to customers directly as a platform service, acting as agent, on your behalf and your relationship manager will liaise with you in relation to this, and we will use reasonable endeavours to notify you in advance prior to any refund under this clause 5.6 being processed, provided we retain complete discretion to refund a customer for any reason without prior notice to you but, in such a case, we will give you notice reasonably soon after any such refund is made (please also see our **Terms of Service** and **Cotta Customer Service** policy, as provided to you from time to time or upon request). We are not obliged to refund more than the sums collected from the customer at checkout.
- 5.6.2 **Refund caused by you.** If a refund (whether in full or in part) is required due to your breach of these terms, your failure to fulfil an order, any defect in or issue with your products, or any other matter within your control (including you decline or cancel an order after it has been automatically accepted on our **Platform**), we shall refund the customer (whether in full or in part) and be entitled to charge you (i) an amount equal to the refund paid to customer (including any **VAT**, if applicable and for clarity, including any service fee and delivery charges (each inclusive of **VAT**)), and (ii) a **Refund Fee**. Such amounts will be deducted from sums withheld under clause 5.3 (where possible), or otherwise will be payable in accordance with the refund reconciliation process under clauses 5.6.7 to 5.6.10 (inclusive).
- 5.6.3 **Refund caused by us.** If a refund (whether in full or in part) is required due to our breach of these terms or (only to the extent solely caused directly by us) our failure to fulfil an order or any defect in or issue with your products (including if we fail to deliver within the delivery service level agreement as set out in the **Terms of Service**), we shall refund the customer (whether in full or in part) (i) at our own cost, and (ii) with no **Refund Fee** charged to you for any such refund we make under this clause.
- 5.6.4 **Refund caused by permitted customer order cancellation.** If a refund (whether in full or in part) is required due to a **Permitted Customer Cancellation** in accordance with clause 4.4.2, we will refund the customer (whether in full or in part) and the cost of such refund shall be apportioned between you and us proportionally as follows: (i) we shall bear an amount equal to our commission percentage (as set out in clause 5.2.3) of the value of the item(s) refunded (including any **VAT**, if applicable); and (ii) you shall bear the remaining balance of the value of the item(s) refunded (including any **VAT**, if applicable). The **Refund Fee** shall be apportioned between you and us on the same proportional basis. Such amounts will be deducted from sums withheld under clause 5.3 (where possible), or otherwise will be payable in accordance with the refund reconciliation process under clauses 5.6.7 to 5.6.10 (inclusive).
- 5.6.5 **Chargeback Fees.** Any chargeback fees imposed by our third party payment processor in connection with a payment failure or reversal shall be deducted from sums withheld under clause 5.3 (where possible), or otherwise included in the refund reconciliation statement pursuant to clause 5.6.7, and in all cases allocated between you and us in accordance with clauses 5.6.2 to 5.6.4 (inclusive), based on the underlying cause of the chargeback. We shall inform you via the **Platform**, email and/or SMS of any orders affected by a chargeback pursuant to this clause 5.6.5.

- 5.6.6 For clarity, where a refund is made to a customer under clauses 5.6.2 to 5.6.5 (inclusive) (other than where any refund to a customer (whether in whole or in part) has arisen due to us under clause 5.6.3), we shall be entitled to deduct and retain our commission on the sums paid by customers and subsequently refunded to them (**Retained Commission**). Where a refund is required under clauses 5.6.2 to 5.6.5 (inclusive), we shall first seek to recover the relevant amounts (including any applicable refunds (including, to the extent relevant, any service fee or delivery charges for which you are liable under the relevant clauses 5.6.2 to 5.6.5), **Refund Fees** and **Retained Commission**) by deduction from sums withheld during the **Holding Period** under clause 5.3, provided that such sums have not yet been transferred to you. To the extent that: (a) the sums withheld under clause 5.3 are insufficient to cover the full amount of any such refund, **Refund Fee** and/or **Retained Commission**; or (b) the **Holding Period** has expired and the relevant sums have already been transferred to you, the remaining balance shall be charged to you and settled in accordance with the refund and **Refund Fee** reconciliation process under clauses 5.6.7 to 5.6.10 (inclusive).

Refund and Refund Fee Reconciliation Process

- 5.6.7 Within 30 days of the end of each calendar month, we shall provide you with a reconciliation statement via the **Platform** or by email setting out:
- (a) the total refunds processed during that month, categorised as follows: (i) refunds caused by you pursuant to clause 5.6.2; (ii) refunds caused by us pursuant to clause 5.6.3; (iii) refunds arising from **Permitted Customer Cancellations** pursuant to clause 5.6.4; (iv) chargebacks and payment failures pursuant to clause 5.6.5; (v) the amounts already deducted from sums withheld during the **Holding Period** under clause 5.3 in respect of each category of refund and **Refund Fee** set out in sub-paragraphs (i) to (iv) above; and (vii) the remaining balance of refunds and **Refund Fees** that could not be recovered by way of deduction from sums withheld under clause 5.3 (including where the **Holding Period** has expired and the relevant sums have already been transferred to you) and which are therefore to be charged to you and settled through the reconciliation process under clauses 5.6.8 and 5.6.9.
 - (b) the **Refund Fees** applicable to each category of refund and the allocation of such fees between you and us in accordance with clauses 5.6.2 to 5.6.5 (inclusive); and
 - (c) the net balance of the refunds and **Refund Fees**, calculated in accordance with clauses 5.6.2 to 5.6.5 (inclusive).
- 5.6.8 Where the refund reconciliation statement shows a net balance of refunds and **Refund Fees** due to you, you shall invoice us for such amount and we shall pay you such amount to the bank account you have notified to us via the partner interface within 30 days of the date of the relevant invoice.
- 5.6.9 Where the refund reconciliation statement shows a net balance of refunds and **Refund Fees** due from you to us, we shall an invoice to you for such amount, payable in accordance with clause 5.4.

5.6.10 You shall have 14 days from receipt of a refund reconciliation statement to notify us in writing of any dispute regarding the contents of such statement, including any dispute regarding the categorisation of refunds. Any such dispute shall be dealt with in accordance with clause 7.2. If you do not notify us of a dispute within such 14 day period, the refund reconciliation statement shall be deemed accepted by you.

5.7 OUR AND YOUR RIGHTS OF SET-OFF

Save as expressly provided in these terms (see clauses 5.2 and 5.6), you and we shall each pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8 ORDERS FROM OUTSIDE ENGLAND

Our **Platform** only displays information to customers in the English language, only accepts payment in pounds sterling and only permits customers to enter delivery addresses in England and we make this clear to customers. Our **Platform** also has a .com web address. Despite our taking these steps, customers from outside England may succeed in ordering your products from our **Platform**. If you don't wish to accept such orders, it is your responsibility to reject them as indicated in clause 4.2.

6. USING EACH OTHER'S BRANDING AND OTHER INTELLECTUAL PROPERTY RIGHTS

6.1 YOUR USE OF OUR BRANDING

6.1.1 You may publicise your listings on our **Platform** outside our **Platform**, for example, on social media. In doing so you must take care not to in any way suggest that you or your listings are endorsed, controlled or created by our **Platform**. You can share the urls for your listings and partner pages and state that your products can be bought on our **Platform**. However, you can't use our **Platform** stylised name or logos either on their own or in combination with another word or use our **Platform** name for marketing or promotional purposes (including in your social media profile name or photo) or any of **our materials** (as defined in clause 6.1.3) for any purpose (except as permitted in clause 6.1.3) without our express prior written consent (at our discretion). You also can't create content with the same look or feel as that of our **Platform**.

6.1.2 As soon as reasonably possible after this Agreement ends, you must remove any content that suggests you sell on our **Platform** from any places you control and use your best efforts to remove such content from any places owned by any third parties.

6.1.3 Where we provide you with any of our branding, logos, packaging materials or other intellectual property (**our materials**) for you to use in packaging your products for delivery to customers (including where you use your own branding and packaging, which **our materials** will supplement), you may only use such materials strictly in accordance with any brand guidelines or usage instructions we provide to you from time to time and solely for the purpose of packaging and delivering products sold through our **Platform**. You must cease all use of such materials immediately upon this Agreement ending.

6.2 OUR USE OF YOUR BRANDING AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 6.2.1 You own **your materials** and you grant us a non-exclusive, worldwide, royalty-free licence to host, reproduce, display, distribute and publish **your materials** for the purposes of listing and selling your products on our **Platform** and operating, improving and marketing our **Platform** and services in any media of any kind, and for data analytics and business intelligence purposes.
- 6.2.2 Clause 9 sets out what happens if someone claims that our use of **your materials** (as set out above) infringes their intellectual property or other rights.
- 6.2.3 As soon as reasonably possible after this Agreement ends, we'll stop all use of **your materials** on our **Platform**. However, we reserve the right to continue using **your materials** for the purposes and period set out in clauses 7.4 and 7.5.
- 6.2.4 Except as stated above, we won't acquire any rights to **your materials**.

7. SUSPENSION OF LISTINGS, ENDING THIS AGREEMENT AND DISPUTES

7.1 WHEN WE'LL SUSPEND YOUR LISTINGS OR END THIS AGREEMENT

- 7.1.1 We can suspend or restrict (at our sole discretion):
 - (a) any individual listing you make on our **Platform** if we become aware, or have reason to believe, that what you have told us about your product or said about your product in the listing for it is not true or up to date or that the product or the listing doesn't comply with these terms, or is otherwise unlawful. We can also display a warning to customers about any of these issues (or as required to comply with any regulator's directions), on or near your listings or your customer facing partner profile; or
 - (b) your use of or access to our **Platform** where we reasonably determine that your participation as a partner on our **Platform** is inconsistent with our standards, values, brand, or business objectives, or where your continued participation may pose a risk to customers, other partners, our reputation, or the operation of our **Platform** (including without limitation reasonable concerns we may have in relation to food safety or hygiene, regulatory or legal compliance, customer complaints, quality standards, conduct, or any activity that we reasonably consider to be harmful, inappropriate, or incompatible with our **Platform**).
- 7.1.2 We can end this Agreement and your rights to use our **Platform** (at our sole discretion) for any of the following reasons:
 - (a) You have not complied with these terms , including the policies referred to in them or the [standard customer terms](#), and your non-compliance is more than trivial or is repeated.
 - (b) We consider (in our sole discretion) it necessary to end this Agreement for any of the reasons under clause 7.1.1 instead of exercising our right to suspend or restrict your listings or access to our **Platform** pursuant to clause 7.1.1.

- (c) You have not paid one of our invoices or any sums due to us (including any refund costs recoverable under clause 5.6) by the due date (see clause 5.4).
- (d) You have become **insolvent** or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under this Agreement is at risk.
- (e) We reasonably consider that our continuing to provide services to you could expose our **Platform** to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on our **Platform's** reputation or the other partners selling on our **Platform**.
- (f) We decide to stop providing our **Platform** or to stop selling your type of products on our **Platform**.
- (g) We reasonably determine, or receive information or notice from HMRC, that you are not meeting your tax obligations.
- (h) You refuse to permit a Site Visit as required under clause 3.4 or fail to provide reasonable access, cooperation or evidence requested during or following a Site Visit.

7.1.3 We'll give you at least 30 days' notice that we are ending this Agreement unless:

- (a) Our legal, tax or regulatory obligations require us to end this Agreement without such notice.
- (b) It's imperative for us to end this Agreement either immediately or on shorter notice. For example, we may end this Agreement with immediate effect if you become **insolvent** or we discover that your products are unsafe or present a danger to customers or if we reasonably suspect you of fraud or of using our **Platform** to spam others.
- (c) You have repeatedly broken this Agreement.
- (d) We are exercising our right to suspend or remove you from our **Platform** pursuant to clause 7.1.1.

7.1.4 If we're suspending or restricting an individual listing or ending this Agreement, we'll normally give you a written statement of the specific facts or circumstances which led to our decision and which of these terms we consider you have broken. If we're acting in response to a notification from someone else, we'll also share the contents of that notification with you. However, we won't give you such a statement if:

- (a) We're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons.
- (b) We're ending this Agreement because you have repeatedly broken it.

7.1.5 We'll send our statement to you via email or another durable medium. Where we're suspending or restricting an individual listing, we'll send the statement before or at the time of the suspension or restriction. If we're ending this Agreement, we'll send

the statement at the same time that we give notice that we are ending this Agreement. See also clauses 7.4 and 7.5.

7.1.6 Our decision to suspend, restrict or remove you or your listings from our **Platform** or your access to and use of our **Platform** under this clause 7.1 shall be at our sole discretion and, subject to clause 7.2, shall be final. We shall not be liable for any loss, damage, or costs incurred by you as a result of such suspension, restriction or removal, except as required by applicable law or as expressly set out in clause 8.

7.1.7 If we restrict access to any content you generate or upload to or share on our **Platform** or suspend or ban you from using our **Platform** in a way that breaches this Agreement, you have a right to bring a claim against us for breach of contract.

7.2 HOW TO COMPLAIN IF YOU'RE NOT HAPPY WITH OUR SERVICES INCLUDING ANY DECISIONS WE HAVE TAKEN

7.2.1 If you want to complain about our **Platform** or the way we have treated you, including because you disagree with us refunding or compensating a customer, restricting or suspending a listing for your products or ending this Agreement, or because you disagree with our handling of a **Payment Dispute** or our determination that a **Payment Dispute** arose from matters within your control, please contact us via the **Platform** or notify your relationship manager. For the avoidance of doubt, any suspension, restriction or other action taken by us pursuant to clause 7.1.1 or 7.1.2 shall remain in effect during the pendency of any complaint submitted under this clause 7.2.

7.2.2 You and we agree to try our best to resolve all complaints promptly. If we can't resolve your complaint, we are both able to bring legal action at any time (see clause 14.1).

7.3 HOW YOU CAN END THIS AGREEMENT

7.3.1 You can end this Agreement with immediate effect by either: (i) giving written notice to your relationship manager; or (ii) notifying us via the relevant functionality on our **Platform**, if any of the following apply:

(a) We have not complied with these terms, including the policies referred to in them, and our non-compliance is more than trivial or is repeated and (if our non-compliance is remediable) we have not remedied it within 30 days of you asking us to do so.

(b) We have become **insolvent** or we suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of our business or our financial position deteriorates to such an extent that you think our ability to fulfil our obligations under this Agreement is at risk.

7.3.2 You can also end this Agreement if you decide to stop using our **Platform** for any reason, including because you're not happy with changes we're making to these terms. In these situations, you must either: (i) give your relationship manager written notice; or (ii) notify us via the relevant functionality on our **Platform** that you are ending this Agreement. The following notice periods apply:

- (a) **Upcoming changes.** If you are ending this Agreement because we have notified you of an upcoming change to these terms (see clause 13), you have a right to end this Agreement by giving notice within 15 days of us notifying you of the change, and this Agreement will end at the end of that 15 day period. However, you cannot end this Agreement under this sub-clause if:
 - (i) You have listed new products on our **Platform** after being told about the change (although this will not prevent you from ending this Agreement for a **significant change**).
 - (ii) You have previously told us that you accept the change.
- (b) **Any other reason.** If you are ending this Agreement for any other reason, you must give at least 15 days' notice to your relationship manager or to us via the relevant functionality on our **Platform**.

7.4 YOUR OBLIGATIONS AFTER THIS AGREEMENT ENDS

7.4.1 After this Agreement ends (for whatever reason), you must (unless we tell you otherwise):

- (a) Immediately remove any listings for your products from our **Platform**.
- (b) Leave your customer facing partner profile (excluding listings for your products) live until 14 days after your fulfilment of the last order you received through our **Platform**, to allow customers to contact you about orders previously submitted. Once this period has expired you must remove your customer facing partner profile.
- (c) Continue to comply with these terms insofar as they relate to customer orders received through our **Platform** before removal of your product listings. You need only comply with the version of these terms which applied when this Agreement ended.
- (d) Return to us any of **our materials** that we provided to you in accordance with clause 6.1.3 within 30 days of termination of this Agreement.

7.5 OUR OBLIGATIONS AFTER THIS AGREEMENT ENDS

7.5.1 After this Agreement ends (for whatever reason), we:

- (a) May remove all listings for your products from our **Platform**, if you have not already done so, and reject any order received after this Agreement ends.
- (b) May remove your customer facing partner profile from our **Platform**, if you have not already done so, except that we can keep it live until 14 days after your fulfilment of the last order you received through our **Platform**, to allow customers to contact you about orders previously submitted.
- (c) Will continue to comply with these terms insofar as they relate to customer orders received through our **Platform** before removal of your product

listings, including by paying sums due to you for such orders. We'll comply with the version of these terms which applied when this Agreement ended.

- (d) Will stop giving you access to data (including personal data) that we have shared with you under this Agreement, except to the extent you require continued access to fulfil your ongoing obligations under clauses 7.4 and 9 or to comply with applicable laws. You may request deletion of your account data, which will take place within 30 days of termination, subject to our and your compliance with applicable legal and regulatory retention requirements.
- (e) Will pay to you any sums due in respect of orders received through our **Platform** prior to the date of termination in accordance with and pursuant to clause 5.

8. LIMITATIONS ON LIABILITY AND PLATFORM AVAILABILITY

8.1 MEANING OF LIABILITY IN THESE TERMS

When we talk about liability in these terms, we mean every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 LIABILITIES NEITHER YOU NOR WE LIMIT OR EXCLUDE

- 8.2.1 Nothing in these terms limits any liability (whether yours or ours) which can't legally be limited, including but not limited to liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2.2 The limitations and exclusions set out in this Agreement don't apply in respect of: (i) any liability arising from your or our deliberate default; (ii) your indemnification obligations under clause 9, or (iii) our and your payment obligations under this Agreement.

8.3 TYPES OF LOSS YOU AND WE EXCLUDE LIABILITY FOR

- 8.3.1 Except in respect of clause 8.2, we won't be liable to you and you won't be liable to us for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of data; or (vi) any indirect or consequential loss.
- 8.3.2 Subject to clause 8.2 (which sets out liabilities that are uncapped), we shall not be liable to you for: (a) any delays, interruptions or disruptions in our **Platform** or services, howsoever caused; (b) any viruses, malware or other malicious software obtained by accessing or linking to our **Platform**; (c) any glitches, bugs, errors or inaccuracies of any kind in our **Platform** or services; (d) any damage to your hardware, software or systems arising from your use of our **Platform**; (e) the content, actions or inactions of third parties, including customers, other partners, delivery partners or other third party service providers; (f) any failure, unavailability, interruption or degradation of third party services (including but not limited to payment processing, delivery logistics, cloud hosting, telecommunications or

internet service providers), whether or not such third party services are integrated with our **Platform**; (g) any suspension, restriction or other action taken with respect to your account or listings in accordance with clause 7.1; (h) the duration, manner or position in which your listings appear in search results on our **Platform**; (i) any losses arising from your failure to comply with these terms, your negligence, or your failure to follow our reasonable instructions or guidelines; (j) any losses arising from inaccurate, incomplete or misleading information provided by you (including in your partner profile, product listings or **Partner Set-Up**); (k) any losses arising from your systems failing to integrate with or maintain compatibility with our **Platform's** technical requirements; (l) any losses arising from fraudulent orders, chargebacks or payment disputes initiated by customers; (m) any losses arising from changes in applicable laws, regulations or regulatory guidance requiring modifications to our **Platform** or services; or (n) any losses arising from events beyond our reasonable control as described in clause 14.2 below.

8.4 CAPS ON YOUR AND OUR LIABILITY TO EACH OTHER

8.4.1 Subject to clause 8.2 (which sets out liabilities that are uncapped), our total liability to you under or in connection with this Agreement shall not exceed the greater of: (i) £100; and (ii) the value of any products damaged or lost by us (or our delivery partner) as a result of our delivery service under this Agreement (if applicable).

8.4.2 Subject to clause 8.2 (which sets out liabilities that are uncapped), your liability to us under or in connection with this Agreement shall not exceed the greater of: (i) £1,000; and (ii) the total sums paid or payable to you under this Agreement in the 12 months preceding the event giving rise to the claim.

8.4.3 Payment of uncapped liabilities shall not reduce these caps.

9. CLAIMS AND ACTIONS AGAINST US IN CONNECTION WITH YOU OR YOUR PRODUCTS

9.1 DEALING WITH CLAIMS AGAINST US

We'll notify you of any complaints we receive about you or your products as described in clause 4.5. If any **third party claim** is made against us, you must, at our option and request, either: (a) assist us in defending or dealing with the **third party claim**; or (b) defend or deal with the **third party claim** on our behalf, in each case at your own cost and expense. If we ask you to defend or deal with a claim on our behalf, you must obtain our prior written consent before settling or compromising it.

9.2 COMPENSATION FOR CLAIMS AGAINST US

You agree to indemnify us for an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses we suffer or incur arising out of or in connection with any **third party claim**.

10. PRODUCT LABELLING, PACKAGING RECALL AND PRODUCT LIABILITY INSURANCE

10.1 YOUR PRODUCT LABELLING OBLIGATIONS

- 10.1.1 You are responsible for ensuring that products are properly labelled with accurate and clear information, including ingredients, allergens, nutritional information, and any other required labelling elements.
- 10.1.2 The allergen and other specified information on the **Platform** is provided for publication purposes only, based on information provided by you. We act only as a conduit for this information and accept no liability for any inaccuracies, omissions, or consequences arising from reliance on the allergen information provided.
- 10.1.3 You must: (a) ensure that all allergen information complies with applicable UK regulations; (b) confirm that the information provided to us is accurate to the best of their knowledge; and (c) promptly notify us of any changes to the allergen information or product formulation so that details can be updated on the **Platform**.

10.2 YOUR AND OUR PRODUCT PACKAGING OBLIGATIONS

- 10.2.1 Where you use your own packaging for products sold through our **Platform**, you must ensure that such packaging is of sufficient quality and durability to minimise the risk of spillage, contamination, or damage during transit. You must use (i) food-grade, leak-proof, and tamper-evident packaging as standard, and (ii) insulated packaging and appropriate temperature control measures to maintain any perishable products at the appropriate temperature during transit, in accordance with applicable food safety regulations. All of your packaging must comply with applicable UK packaging waste regulations and single-use plastics restrictions.
- 10.2.2 You are responsible for securely sealing all packages containing your products prior to collection of such products from you by our courier or delivery partner. All products must be clearly labelled with allergen information as required pursuant to clause 10.1 together with any special handling instructions.
- 10.2.3 You shall remain responsible for the quality and integrity of your packaging until the point of handover to our courier or delivery partner. Any spillage, contamination, or damage to products arising from inadequate or defective packaging provided by you shall be your responsibility, and you shall be liable for any resulting customer refunds, complaints, or claims in accordance with clauses 5.6.2 and 9. Repeated packaging failures affecting food safety, quality standards, or resulting in customer complaints may result in suspension or termination of this Agreement in accordance with clause 7.1.
- 10.2.4 We may provide and use packaging materials for use with products sold through our **Platform** in the following circumstances: (i) consolidated delivery boxes for orders containing products from multiple partners, which we shall collate and deliver to the consumer; and (ii) rapid delivery packaging, which you must use to package your products in accordance with clause 10.2. Such packaging materials shall remain our property at all times and form part of **our materials**.
- 10.2.5 You must incorporate **our materials** (including our logo) on all packaging you use for products sold through our **Platform** in accordance with clause 6.1.3. We reserve the

right to require submission of packaging samples for our approval and to reject packaging that does not meet our standards. Where you use your own packaging supplemented by **our materials**, you shall remain primarily responsible for the quality and suitability of such packaging, save that we shall be responsible for any defects in **our materials** that we have provided to you (and where we provide packaging materials to you pursuant to clause 10.2.4 we shall be responsible for the quality and suitability of such packaging materials, unless such packaging materials have been tampered with, damaged, or altered by you or any third party after delivery of such packaging to you, or have not been stored or handled in accordance with any instructions we have provided).

10.3 YOUR AND OUR RECORD-KEEPING OBLIGATIONS

10.3.1 You and we agree to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of any of your products from our **Platform**. These records shall include details of deliveries to customers (including delivery date, name and address of customer and telephone number and email address if available). You must also keep records of batch numbers, where appropriate.

10.3.2 You must maintain accurate and up-to-date records in relation to the sourcing, origin and production of all your ingredients. You must comply with traceability regulations and guidance.

10.4 RESPONSIBILITY FOR PRODUCT RECALL

10.4.1 You are liable to customers for the product recall of any of your products. We will provide you with information we hold about customers and your products sold to them as reasonably necessary to assist you with your product recall obligations.

10.4.2 If we ask you to, you must give us evidence that you have promptly complied with your product recall obligations. If you don't do this within a reasonable time, we can do what we think appropriate to protect customers, including contacting customers to alert them to safety issues or recalling the product and refunding customers what they paid for it. You must cooperate with us in doing this and reimburse us all liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses. we incur in connection with any recall of your products. Clause 10 applies in relation to any **third party claim** that your products are unsafe.

10.5 YOU MUST INFORM US ABOUT ANY UNSAFE PRODUCTS

You are responsible for informing us, as soon as reasonably possible and in writing, if you have been contacted by a regulator, such as the Food Standards Agency or a Local Authority and inform us if there are any health and safety and/or food safety concerns with your product or if a product recall is necessary, and reasons for implementing the product recall.

10.6 WE CAN NOTIFY CUSTOMERS AND OTHERS ABOUT UNSAFE PRODUCTS

We may suspend or restrict listings for unsafe products as set out in clause 7.1 and notify the customers and the public of what we have done and why, by whatever means we consider

appropriate. We may also include safety warnings about products as part of your product listings. We may use information from customer complaints about your products and customer reviews when assessing the safety of your products, require further information from you about the issues reported and share such information with regulatory and other governmental authorities.

10.7 **YOU MUST HAVE PRODUCT LIABILITY INSURANCE**

You must maintain product liability insurance covering your products for as long as they are listed or made available for purchase on our **Platform** and for two years after they stop being listed. Such insurance must provide cover of not less than £5,000,000 per annum and be with a reputable insurer. You must provide a copy of the insurance policy and proof of payment of the current premium to us when we ask for it.

10.8 **QUALITY STANDARDS**

You must ensure that all products meet reasonable quality standards appropriate for their type, including freshness standards for perishable items, proper packaging integrity, and accurate product specifications as listed on our Platform.

Products must maintain consistent quality that meets or exceeds the standards represented in your product listings and comply with all information provided about ingredients and provenance.

10.9 **QUALITY MONITORING RIGHTS**

We reserve the right to conduct quality assessments of your products through customer feedback analysis, sample purchases, or third-party quality audits to ensure compliance with these terms and customer satisfaction standards.

You must cooperate with any reasonable quality assessment requests and provide access to relevant documentation about your quality control processes when requested.

10.10 **PERFORMANCE STANDARDS**

You must maintain reasonable customer satisfaction levels as may be measured through customer reviews, complaint resolution, and order fulfilment performance.

Where we identify consistent quality or performance issues, you must implement reasonable improvement measures within a timeframe we specify, failing which we may exercise our rights under clause 7.1

11. **COMPLIANCE WITH THE LAW**

You must at all times when doing anything in connection with this Agreement comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitation the CAP Code and you must comply with all applicable food hygiene regulations and ensure that your products meet the required safety and quality standards for the UK. This includes ensuring that food produced is safe, hygienic, handled and stored in line with applicable food safety legislation and guidance.

12. DATA PROTECTION OBLIGATIONS

12.1 HOW WE AND YOU TREAT PERSONAL DATA WE SHARE WITH EACH OTHER

12.2 We and you may share with each other the following types of **personal data** we have collected in connection with this Agreement (which is **shared personal data**):

12.3 Names, addresses and contact details of customers for your products.

12.3.1 Information about customer orders for your products, including key metrics for total orders, revenue, and top-performing SKUs.

12.3.2 Information about customer queries and complaints in relation to orders.

12.3.3 Information about customer searches and activity on the site.

12.3.4 Information about our respective employees.

12.3.5 Information about individuals working with other organisations that we or you work with.

12.3.6 Any other information necessary to enable each of us to perform our obligations under this Agreement.

12.4 We and you agree that we shall only **process shared personal data** which we receive from the other for the following purposes:

12.4.1 Fulfilling orders for your products.

12.4.2 Dealing with queries and complaints from customers about your products.

12.4.3 Marketing our products and services to customers, subject to appropriate consents to marketing being in place and, in your case, subject to the constraints set out in clause 3.6.

12.4.4 Analytics to the support the development and improvement of our products.

12.4.5 Dealing with each other's employees and individuals working with other organisations for the purposes of operating this Agreement.

12.5 Both we and you shall comply with all the obligations imposed on a **controller** under **UK data protection law**. Where you fail to do so, we can end this Agreement, as set out in clauses 7.1 and 7.3.

12.6 You shall not, by act or omission, place us in breach of UK data protection law.

12.7 Both we and you will:

12.7.1 Ensure that all necessary notices, consents and lawful bases are in place to Ensure that all necessary notices, consents and lawful bases are in place to enable lawful transfer and processing of the **shared personal data**.

- 12.7.2 Give full information to any **data subject** whose **personal data** may be **processed** under this Agreement.
- 12.7.3 Not disclose or allow access to the **shared personal data** to anyone other than the **permitted recipient**.
- 12.7.4 Ensure that all **permitted recipients** are subject to written contractual obligations concerning the **shared personal data** (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement.
- 12.7.5 Ensure that **appropriate technical and organisational measures** are in place to protect against unauthorised or unlawful **processing** of **personal data** and against accidental loss or destruction of, or damage to, **personal data**.
- 12.7.6 Not transfer any **shared personal data** received outside the UK or EEA unless such transfer complies at all times with UK data protection law.
- 12.8 Both we and you shall assist the other in complying with **UK data protection law**. The things we and you will do include but are not limited to:
 - 12.8.1 Promptly telling the other about receipt of a **data subject** rights request in relation to the **shared personal data that may reasonably affect the other**.
 - 12.8.2 Providing the other with reasonable help in complying with any **data subject** rights request in relation to the **shared personal data that may reasonably affect the other**.
 - 12.8.3 Not disclosing, releasing, amending, deleting or blocking any **shared personal data** in response to a **data subject** rights request without first consulting the other, wherever possible.
 - 12.8.4 On becoming aware of a personal data breach promptly notifying the other of it as soon as reasonably possible.
 - 12.8.5 Providing the other with contact details of at least one employee as point of contact and responsible manager for all issues arising out of **UK data protection law**, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with **UK data protection law**.

13. CHANGES TO THESE TERMS AND OUR POLICIES

13.1 HOW WE MAKE CHANGES TO THESE TERMS

- 13.1.1 We'll let you know via email about any changes we're making to these terms (including the policies referred to in them), unless they're just editorial changes which don't alter the terms' content or meaning.
- 13.1.2 Normally we'll give you at least 7 days' notice before such changes take effect. We'll give you more notice if we make a **significant change**.
- 13.1.3 We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect our **Platform**, our

partners or our customers from fraud, malware, spam, data breaches or other cybersecurity risks.

13.1.4 If you list new products on our **Platform** or accept any order from customers after we have told you about any changes (other than a **significant change**), you will be deemed to have agreed to those changes and they will take effect immediately.

13.2 WHAT YOU CAN DO IF YOU'RE UNHAPPY ABOUT CHANGES WE HAVE MADE

If you're unhappy with any changes we tell you about, you can normally end this Agreement (see clause 7.3). The exceptions are that you can't end this Agreement because of a change if:

13.2.1 You have listed new products on our **Platform** or accepted any order from customers after being told about the change (although this will not prevent you from ending this Agreement for a **significant change**).

13.2.2 You have previously told us that you accept the change.

14. OTHER IMPORTANT TERMS

14.1 GOVERNING LAW AND JURISDICTION

14.1.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.1.2 Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation.

14.2 IMPACT OF EVENTS BEYOND YOUR OR OUR REASONABLE CONTROL (FORCE MAJEURE)

Neither you nor we (the **affected party**) shall be in breach of this Agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the **affected party's** reasonable control. However, this clause does not excuse your obligations relating to: (i) food safety and hygiene compliance; (ii) product liability insurance; (iii) payment obligations; or (iv) confidentiality. If your delay or non-performance continues for 14 days (rather than one month), we may terminate immediately. If our delay continues for one month, you may terminate with seven days' notice. If your delay or non-performance continues for 14 days (rather than one month), we may terminate immediately. If our delay continues for one month, you may terminate with seven days' notice.

14.3 WE CAN TRANSFER OUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under this Agreement.

14.4 **WHAT HAPPENS IF YOU WANT TO TRANSFER YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING BY USING SUBCONTRACTORS)**

You need to get our prior written consent before you can assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under this Agreement including by using subcontractors.

14.5 **HOW WE AND YOU MUST PROTECT EACH OTHER'S CONFIDENTIAL INFORMATION**

14.5.1 Neither you nor we (the recipient) shall at any time during the term of this Agreement, and for a period of two years after it ends (for whatever reason), disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or partners of the other (the discloser) or of any member of the group of companies to which the discloser belongs, except:

- To the recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the recipient's rights or carrying out its obligations under or in connection with this Agreement. The recipient shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the discloser's confidential information comply with this clause.
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.5.2 The recipient shall not use the discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement. Our confidentiality obligations to you shall not restrict our rights as set out in clause 4.8.

14.5.3 Notwithstanding clause 14.5 and without limiting our other rights to disclose confidentiality obligations under this Agreement, we may disclose your confidentiality obligations to third party service providers (including but not limited to the providers of third party services) to the extent reasonably necessary for: (i) the provision of our services to you; (ii) the operation, maintenance, and improvement of our **Platform**; (iii) compliance with our obligations to third party service providers under applicable third party terms; or (iv) compliance with applicable laws and regulations, provided that we use commercially reasonable efforts to ensure such third party service providers are subject to confidentiality obligations no less protective than those set out in this clause 14.5. We shall not be liable for any unauthorized disclosure or use of confidentiality obligations by third party service providers except to the extent directly caused by our fraud or wilful misconduct.

14.6 **NEITHER WE NOR YOU ARE BOUND BY ANYTHING SAID BUT NOT INCLUDED IN THIS AGREEMENT**

This Agreement (comprising these terms and the policies referred to in them) constitutes the entire agreement between you and us in relation to our services. Both you and we acknowledge that in entering into this Agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not

set out in this Agreement. Both you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

14.7 **INFORMAL CHANGES TO THIS AGREEMENT ARE NOT VALID**

Except for changes made as described in clause 13.1, no variation of this Agreement shall be effective unless it is in writing and signed by you and us.

14.8 **YOU AND WE CAN ONLY WAIVE OUR RIGHTS UNDER THIS AGREEMENT IN WRITING**

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

14.9 **INVALIDITY OF PART OF THIS AGREEMENT DOESN'T AFFECT THE REST OF IT**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

14.10 **ONLY YOU AND WE HAVE RIGHTS UNDER THIS AGREEMENT.**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15. **DEFINED TERMS**

Terms in bold have the following meanings:

UK data protection law means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to either you or us relating to the use of **personal data** (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to either you or us.

In addition, each of the following are as defined in **UK data protection law: appropriate technical and organisational measures; controller; data subject; personal data; personal data breach; process; processing; and processed.**

Insolvent means, in relation to either party that it has taken any step or action in connection with:

- Entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring).
- Applying to court for, or obtaining a moratorium under, Part A1 of the Insolvency Act 1986.

- Being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring).
- Having a receiver appointed to any of its assets.
- Ceasing to carry on business.
- If the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

Our systems means our partner interface and the other computer systems that support, operate and comprise our **Platform**.

Permitted recipients means your and our employees and the entities you and we use in connection with this Agreement.

Significant change means a change to these terms which impacts on the way you do things, either technically or commercially. Examples of significant changes might be our entirely removing a feature from our **Platform**, adding a new feature or a change which means you need to adapt your goods or reprogramme your services to continue using our **Platform**.

Third party claim means a threat, claim or any kind of action or proceedings against us made by anyone, including (but not limited to) a customer, any regulator, HMRC, couriers, delivery partners or any third party rights holder, in connection with:

- Your products (including without limitation product liability, food safety, contamination, allergen-related claims, personal injury or illness), their manufacture, storage, handling, importation to the UK (if applicable) and their supply through our **Platform**.
- Content you have uploaded to or otherwise distributed through **our systems**, including but not limited to your partner profile, your product listings, your communications with customers, advertising, marketing materials, and any omissions, errors or inaccuracies in such content.
- Your violation of any applicable laws or regulations.
- Your infringement of intellectual property rights.
- Any breach by you of your obligations under clause 12 or misuse of shared personal data provided to you under this Agreement.
- Any tax liabilities, duties, levies or assessments (including without limitation **VAT**, customs duties, plastic packaging taxes or environmental levies) arising from your products or their sale, except to the extent such liabilities arise from our breach of this Agreement or our misrepresentation of the transaction structure to tax authorities.
- Any claims arising from your packaging, labelling or product information (including allergen information) being inaccurate, incomplete, misleading or non-compliant with applicable laws and regulations.

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- Things we have or haven't done in reliance on information you have provided (or omitted to provide) to us, including our exercise of rights you have granted to us.
- Things you have or haven't done in breach of these terms (including clauses 3.3, 3.6, 3.8, 4.2, 6, 10.1, 10.2, 10.3, 10.4, 10.5, 10.7, 10.8, 10.9, 11, 12 and/or 14.5 and our policies).

VAT means value added tax chargeable under the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental thereto or replacing, modifying or consolidating it and including any similar, substitute, or replacement tax on, inter alia, the supply of goods or services in the United Kingdom.

Your materials means any content, data or information (including trade marks and branding) you provide to us in connection with you and your products.

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