

Terms and Conditions of Website & App Use

1. Introduction

Welcome to EspressGo Ltd.

This page tells you the terms on which you may use our website www.EspressGo.co.uk, whether as registered as a user or guest. Please read carefully before use.

By using the site, you accept the terms and agree to obey them. If you don't accept them, please don't use the site or app.

2. Who we are and what this agreement does

www.EspressGo.co.uk is operated by EspressGo Ltd, a UK Limited company registered in England under company number 10414873. EspressGo Limited is not the provider of any products that you may purchase via our app.

We are a cashless payment app that acts as an agent for the suppliers of the products that you may purchase via our app. We make no representation or warranty about the products that you may purchase via the app and we are not responsible for any actions or inactions of the suppliers of the products.

The request for coffee by a Customer and the acceptance of such order constitutes an agreement between the product providers and the Customer to purchase coffee. EspressGo is not entering into any agreement under which it will supply or procure that someone else supplies coffee.

We facilitate the making of orders for products via the Customer App but cannot guarantee that these orders will be accepted by the product providers, which have the right to reject orders.

We have an obligation to the users of the EspressGo App to facilitate and gain access for them to the free coffee Incentive Scheme which we have negotiated and established with the Product Providers for the benefit of the App users.

Some important details about us:

Our registered office is at: Arden House, Arden Grove, Harpenden, Hertfordshire AL5 4SL

Our trading office is at: 5 Roundwood lane, Harpenden, AL5 3WB

Our VAT number is: - 280 4856 85

Our regulator is: - NA

3. Use of the Site

You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

You agree to follow our acceptable use policy. See below.

If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our privacy policy in handling information about you. You can read our policy below.

By using the site, you agree to us handling this information and confirm that data you provide is accurate.

If you order goods through the app, your order will take place under our Terms and Conditions of Supply, which you can read below.

4. Intellectual Property Rights

We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You are allowed to print one copy and download extracts of any page on the site for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.

If you breach these terms, you lose your right to use our site and app, and must destroy or return any copies you have made.

5. Our Legal Responsibility to You

We do not guarantee the accuracy of material on our site. As far as legally possible, we exclude legal responsibility for the following:

Any loss to you arising from use of our site or app

Loss of income, profit, business, data, contracts, goodwill or savings.

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.

We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

6. Uploading to our Site

If you contact other users of our site or upload material to it, you must follow our acceptable use policy, which sets out standards for usage. You can read this policy below. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.

Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any -me if we think it doesn't follow our acceptable use policy.

7. Computer Offences

If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site.

8. Links to Our Site

You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy. We can end this permission at any time.

You mustn't suggest any endorsement by us or association with us unless we agree in writing.

9. Links From Our Site

Links from our site to other sites are only for information. We don't accept responsibility for other sites or any loss you suffer from using them.

10. Variation

We change these terms from -me to -me and you must check them for changes because they are binding on you.

11. Trade Mark

UK00003187055 Class 9 is our UK Registered trademark for EspressoGo

UK00003207082 Class 42 is our UK Registered trademark for EspressoGo

The English courts have the only right to hear claims related to our site, and all disputes are governed by English law.

13. Contact Us

Please email us at info@espressgo.co.uk to contact us about any issues.

12. Applicable Law

Privacy Policy for Website & App

This privacy policy applies between you, the User accessing services through our Website or mobile application and EspressoGo Ltd, the owner and provider of this Website and mobile application.

EspressoGo Ltd takes the privacy of your information very seriously. This privacy policy applies to our use of any and all data collected by us or provided by you in relation to your use of the Website and mobile application. Please read this privacy policy carefully.

1. Information about us

1.1. In this privacy policy, the following definitions are used:

Data

Collectively all information that you submit to EspressoGo Ltd via the Website or Mobile application. This definition incorporates, where applicable, the definitions provided in the Data Protection Act 1998;

EspressoGo Ltd, or us or we

EspressoGo Ltd, a company incorporated in England and Wales with registered number 10414873 whose registered office is at 5 Roundwood lane, Harpenden, AL5 3WB

User or you

Any third party that accesses the Website and is not either (i) employed by EspressoGo Ltd and

acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to EspressoGo Ltd. and accessing the Website in connection with the provision of such services;

Website

The website that you are currently using, www.espressgo.co.uk, and any sub-domains of this site unless expressly excluded by their own terms and conditions.

Mobile application

The mobile application developed by and for EspressoGo as available on Apple's App store and Google play store.

1.2. For avoidance of doubt, EspressoGo's online services include both a website and mobile application, referred together throughout as "website". This includes attempts to access EspressoGo's services via other digital channels including, but not limited to, mobile tablets and other devices.

1.3. In this privacy policy, unless the context requires a different interpretation:

1.3.1. The singular includes the plural and vice versa;

1.3.2. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;

1.3.3. A reference to a person includes firms, companies, government entities, trusts and partnerships;

1.3.4. "Including" is understood to mean "including without limitation";

1.3.5. Reference to any statutory provision includes any modification or amendment of it;

1.3.6. The headings and sub-headings do not form part of this privacy policy.

2. Scope of this privacy policy

2.1. This privacy policy applies only to the actions of EspressoGo Lts and Users with respect to this Website and mobile application. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

3. Data collected

3.1. We may collect the following Data, which includes personal Data, from you:

3.1.1. Name;

3.1.2. Contact Information such as email addresses and telephone numbers;

3.1.3. Location data;

3.1.4. Activity data related to the use of our services;

3.2. In each case, in accordance with this privacy policy.

4. Our use of Data

4.1. EspressoGo collect data in order to perform the services requested by the user.

4.2. For purposes of the Data Protection Act 1998, EspressoGo Ltd is the "data controller".

4.3. We collect information from you when you register on our mobile application, place an order or enter information on our site.

4.4. Unless we are obliged or permitted by law to do so, and subject to any third party disclosures specifically set out in this policy, your Data will not be disclosed to third parties.

4.5. This does not include our affiliates and / or other companies within our group.

4.6. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see the clause 11 below (Security).

4.7. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:

4.7.1. Internal record keeping;

4.7.2. Improvement of our products / services;

4.7.3. To personalise user's experience and to allow us to deliver the type of content and product offerings in which you are most interested;

4.7.4. Contact for market research purposes which may be done using email, telephone, or mail. Such information may be used to customise or update the Website;

4.8. in each case, in accordance with this privacy policy.

5. Third party websites and services

5.1. EspressoGo Ltd may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website and mobile application. The providers of such services do not have access to certain personal Data provided by Users of this Website.

5.2. We use the following third party(s) to measure our analytics:

5.2.1. Intercom – [Privacy policy](#).

5.3. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

5.4. non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

6. Links to other websites

6.1. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

7. Changes of business ownership and control

7.1. EspressoGo Ltd may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of EspressoGo Ltd, Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

7.2. We may also disclose Data to a prospective purchaser of our business or any part of it.

7.3. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

8. Controlling use of your Data

8.1. Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

8.1.1. Use of Data for direct marketing purposes; and

8.1.2. Sharing Data with third parties.

8.2. Restrictions to the data can be managed in the settings section of the mobile application.

9. Functionality of the Website and mobile application

9.1. To use all features and functions available on the Website, you may be required to submit certain Data.

9.2. To make a purchase within the mobile application you will be required to register and submit required information.

10. Accessing your own Data

10.1. You have the right to ask for a copy of any of your personal Data held by EspressGo Ltd (where such Data is held)

11. Security

11.1. Data security is of great importance to EspressGo Ltd and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure

Data collected via this Website.

11.2. We will never have access to sensitive billing information such as credit card or bank account details, even though you're paying for items via the app. This sensitive data is handled by the following 3rd party payment provider:

11.2.1. Stripe – [Privacy policy](#).

11.3. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.

11.4. We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not entirely secure and is done at your own risk. We cannot ensure the security of your Data transmitted to the Website.

12. General

12.1. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

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

12.3. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

12.4. This privacy policy is governed by and interpreted according to English law. All disputes arising under this privacy policy are subject to the exclusive jurisdiction of the English courts.

13. Changes to this privacy policy

13.1. Espressgo Ltd reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

13.2. You may contact EspressGo Ltd by email at info@espressgo.co.uk