

## Comparingfood Terms of Use

Welcome to Comparingfood. By accessing and using the Comparingfood [www.comparingfood.com] website ("Website") and Comparingfood services associated with our Website (collectively "Services"), you are agreeing to the following Terms of Use. We encourage you to review the Terms of Use, along with the Privacy Policy (Section 16: Privacy Policy), which is incorporated by reference, as they form a binding agreement between Comparingfood and you. In addition, because Comparingfood may revise these Terms of Use from time to time, in our discretion, we also encourage you to check back periodically to familiarize yourself with any changes. If we make any changes or modifications, we will post the updated Terms of Use on the Website. Please note that the changes become effective immediately at the time of posting. Remember that these Terms of Use apply only to the Website and to matters related to Comparing Food, and do not apply to the content or services of third parties.

In addition, when using particular Services, you and Comparingfood shall be subject to additional terms and any posted guidelines or rules applicable to such Services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. If any terms contained in these Terms of Use conflict with any terms contained within such guidelines or rules, or the Additional Terms, then the terms in this Agreement shall control.

If you have any questions regarding the use of the Website please refer first to the Help Section. All other questions or comments about the Website or its contents should be directed to the Comparingfood "[Contact Us](#)" [support@comparingfood.com](mailto:support@comparingfood.com) link on our Website.

### **NOTE:**

We make every effort to ensure that the information on our Website is correct but we cannot guarantee that it is free of inaccuracies, errors and omissions.

We urge you to conduct your own research prior to making any decisions relating to information available on our Website or purchasing any of the products or services referred to on our Website to ensure the accuracy and relevance of the information, and its possible impact on you and others with respect to whom you are making decisions. To the full extent permitted by law we make no warranties of any kind, whether express or implied in relation to any goods or service purchased from us or any third party referred to on our Website.

All actions taken by you on our Website are your responsibility and we cannot make any guarantees that any information is correct or be held liable for any actions based on the product and pricing information provided. We do not provide any medical, health, dietary or other advice on our Website.

## **1. BECOMING A MEMBER AND REGISTERING ON THE WEBSITE**

- A. Accessing the Site and Becoming a Member.** If you are merely surfing or browsing through the Website and have not yet registered to become a member, your use of the Website is still subject to the Terms of Use; if you do not agree to the Terms of Use, do not use the Website. The specific Services available to you will vary depending upon whether you register as a member and log-in. Your use of the Services may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Please review these Additional Terms as they also form a binding part of our agreement with you. Once you register with us as a Comparingfood member, we consider you a "member" of the Comparingfood community. Your membership and password are only valid for your personal, non-commercial use of the Services.
- B. User Information.** When you register on the Website we may ask you to provide us with certain personal information about yourself including, without limitation, your name, address, telephone number, e-mail or other electronic address, nutrition requirements, lifestyle (collectively, "User Information"). Please review our Privacy Policy (Section 16: Privacy Policy) for clarification on how we may use User Information and other information that you may provide or submit while using the Website and our Services.

For your part, you agree that all User Information that you provide to us or post on the Website is complete, accurate and up to date. You will notify us of any changes to User Information. If you fail to update your User Information or if all or part of your User Information is (or appears to be) untrue, inaccurate, or incomplete we may suspend or terminate your membership and refuse any and all current or future use of our Website and Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the e-mail address you submit to the Website as part of your registration and during the course of your membership is valid and that the services, software or systems you use to access your e-mail ("e-mail

Systems") do not block or filter Comparingfood communications. Please note that your work e-mail may be subject to additional limitations placed on its use by your employer. We ask that you use your personal e-mail address when registering as a member. If you choose to register with your work e-mail, or use an e-mail System that interferes with the delivery of Comparingfood communications, we may not be able to provide you with certain Services.

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, User Information, IP address and traffic information, usage history, and Content you have posted on the Website. Our right to disclose any such information shall govern over any terms of our Privacy Policy (Section 16: Privacy Policy).

YOU ARE RESPONSIBLE FOR PROVIDING COMPLETE, CORRECT AND ACCURATE DATA AND INFORMATION, AND CHECKING THAT SUCH DATA AND INFORMATION REMAINS CORRECT.

- C. Your Sign-In Information.** During the registration process you will provide us with a unique e-mail address. We will also ask you to create a password. Because any activities that occur under your e-mail address or password are your responsibility it is important for you to keep your e-mail address and password secure. Notify us immediately if you believe that someone has used your e-mail address or password without your authorization.
- D. Communications.** From time to time we will send you communications, in keeping with our Privacy Policy (Section 16: Privacy Policy) and as otherwise permitted in these Terms of Use ("Comparingfood Terms of Use). Please note that any number of issues may interfere with your receipt of such communications, including, without limit, some types of e-mail Systems that may use filtering or blocking techniques that are intended to block e-mail. Comparingfood is not responsible for the actual delivery or your actual receipt of these communications.

## **2. USING INFORMATION ON OUR WEBSITE**

- A. Accuracy of Information.** Comparingfood posts nutritional information, coupons, details, pictures, media and other information online.

Supermarkets, food manufacturers and other businesses are continuously updating and revising this information. While we do our best to keep nutritional information, coupons, details, pictures, media and other information current, there will be times when the information posted will be outdated. Prices, availability, nutritional content, suitability of specific grocery items and all other information (even whether or not the supermarket, food manufacturers or business is even in business anymore) are not guaranteed for accuracy. Whether or not you decide to visit or purchase product from any company displayed on our website is up to you.

**The Website does not warrant any information displayed nor do we guarantee your satisfaction in any way.** Comparingfood is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials by suppliers presented. We always encourage you to call the suppliers to verify information. See also: Disclaimer of Warranties, Limitation of Liability, and Indemnification.

- B. Intent to Purchase or the Purchase of Product.** Your decision to contract with or place any online orders, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such decisions or transactions, is solely between you and the suppliers thereof (or third-party company). You agree that Comparingfood shall not be liable for any costs, loss or damages you may incur resulting from your decision (or intention) to do business with any company and/or supermarket or food manufacturer, directly or indirectly. The Website does not guarantee your satisfaction in any way from use of our Website. See also: Disclaimer of Warranties, Limitation of Liability, and Indemnification.

### **3. MEMBER CONDUCT**

- A. Community Guidelines.** The Services might contain areas that enable members of the community to vote and/or review food products and other information ("Review Tools"). When you use the Review Tools, you may have the opportunity to disclose, post, or otherwise upload to publicly accessible portions of the Services, or share with other members, information and other content, including but not limited to biographical information and stories. While we may provide you with these tools and

opportunities, we also wish to remind you that you should choose carefully which information you post on the Services and that you provide to other members.

You are required to use the Review Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post or send through the Services. We have established some Community Guidelines that we hope will increase your awareness of your responsibilities to others when using the Review Tools and will enhance your enjoyment of our Services. These Guidelines are incorporated by reference into these Terms of Use. We may update these Guidelines from time to time. In addition to your adherence to the Guidelines, you specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United Kingdom or the country you reside in.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do contribute responsibly;

- Do treat others in both the user community and the food producing and food manufacturing communities with respect;

- Do let us know if you come across Content that you find offensive, possibly unlawful, or that you believe otherwise violates these Community Guidelines;

- Don't upload, post, e-mail, transmit or otherwise make available ("Provide") any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;

- Don't provide any Content that encourages a criminal offense or violates the rights of any party;

- Don't impersonate anyone else or misrepresent your affiliation with a person or entity;

- Don't participate in any unauthorized or unsolicited promotions, advertising, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, or otherwise use the website for a commercial purpose;

- Don't violate any applicable local, state, national and international law

or regulation;

Don't provide any correspondence from Comparingfood or another party without such party's permission;

Don't interfere with, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;

Don't harass others;

Don't try to gain unauthorized access to the Services, other members' accounts, or computers connected to the Services; and

Don't post telephone numbers, street addresses, last names, URLs or e-mail addresses in Content that is publicly accessible on the Services.

**B. Monitoring and Enforcement.** We do not actively monitor the Review Tools or the Content that is posted or provided through such tools, nor are we obligated to do so. Since we do not do so, and may not have the ability to, control or actively monitor the Content, we do not guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Services, you may be exposed to Content that you find offensive or objectionable. You can contact us via the "[Contact Us](#)" [support@comparingfood.com](mailto:support@comparingfood.com) link on our Website to let us know of Content that you find objectionable. We may investigate the complaints that come to our attention. If we choose to investigate the complaint, we will take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the Content or terminating memberships. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable or offensive. Please remember that you can always choose to refrain from using any part of the Website that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content.

#### **4. COMPARINGFOOD PROPERTY RIGHTS**

The Services (and all of the material that it contains) is owned by Comparing Food Limited or its third party licensors (as the case may be) and is protected by intellectual property and other laws throughout the

world. Nothing found on the Services may be copied, reproduced, republished, distributed, sold, licensed, transferred or modified without the express written permission of Comparingfood. In addition, the trademarks, logos and service marks displayed on the website are the property of Comparingfood or its licensors. If you are aware of material on the Website that infringes copyright, please contact us through the Copyright Infringement Policy process, which is described below.

UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIUBTING OR DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE SERVICES IS PROHIBITED. Nothing contained in the Terms of Use or in the materials on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any material in any manner without the prior written consent of Comparingfood or such third party that may own the material or intellectual property displayed on this Website. In addition, use of the content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

## **5. AVAILABILITY OF SERVICES**

Comparingfood does not provide you with access to the Internet or the equipment necessary to access the Internet or the Website or Services. You are responsible for the fees charged by other parties to obtain access to our Website and/or Services (by way of example only, Internet service provider or airtime charges) and for providing the equipment necessary to access the Website and/or Services. From time to time Comparingfood may modify, suspend or discontinue any of the Services without notice to you. Comparingfood shall not be liable to you for any modification, suspension or discontinuance of Services. Comparingfood may establish certain policies and practices concerning use of the Services, including without limitation the maximum number of e-mail messages, review postings or other Content that can be sent through our Services and the number of days that these items will be retained on our systems. Comparingfood has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by or through our Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

## **6. LINKING TO OR FROM OUR SERVICES**

You cannot link to our Services without our prior written consent. While our Services may have links to the websites and services of other companies and parties, Comparingfood has no control over those websites or services. Comparingfood is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites and services. Comparingfood is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

## **7. TERMINATION/CANCELLATION**

You may terminate your registration at any time by contacting us using our "[Contact Us](#)" [support@comparingfood.com](mailto:support@comparingfood.com) link on our Website. If you have a dispute with us relating to the Website or the Services, you may cancel your registration on the Website or cease use of the Services. The cancellation of your membership or ceasing all use of our Services is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within seventy-two (72) hours after we receive your request. From time to time certain members do not comply with the terms and conditions in the Terms of Use. If we determine, in our sole discretion, that you are not in compliance with the Terms of Use, we reserve the right to terminate your membership. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

## **8. PRIVACY**

Comparingfood believes strongly in protecting the privacy of users of the Website and providing you with notice of our collection and use of data, including personally identifying information collected from the Website. Therefore, Comparingfood has adopted a Privacy Policy (Section 16: Privacy Policy), which is incorporated herein by reference, that you should read to fully understand how we collect and use information.

## **9. COPYRIGHT INFRINGEMENT POLICY**

Comparingfood has established the procedure outlined below to address alleged copyright infringement on the Website or with respect to the Services. If you believe that your work has been copied and has been

posted to the Website or otherwise used with respect to the Services in a way that constitutes copyright infringement, you may provide Comparingfood with notice of your complaint by providing Comparingfood's Managing Director (through the "Contact Us" link on our Website) with the following information in writing:

- (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- (b) identification of the copyrighted work that you claim has been infringed;
- (c) identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit Comparingfood to locate the material;
- (d) your name, address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information. After receiving a notification, Comparingfood will process and investigate the notification and will take appropriate actions under applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the requested information set forth above, Comparingfood will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Comparingfood will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing contacting Comparingfood through "Contact Us" link on our Website, and marking your notification for the attention of the Comparingfood Managing Director, including the following information in writing:

- (a) your physical or electronic signature;
- (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the courts of England and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification, Comparingfood will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that it will replace the removed material or cease disabling access to it.

#### **10. DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT:

OUR WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND FOR GENERAL INFORMATION AND INTEREST ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. COMPARINGFOOD DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE AND/OR SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND COMPARINGFOOD MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE AND/OR SERVICES WILL MEET YOUR EXPECTATIONS. COMPARINGFOOD DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND

DAMAGE DUE TO YOUR USE OF THE WEBSITE AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

COMPARING FOOD DOES NOT INTEND ANY REFERENCES TO ENTITIES, PRODUCTS OR SERVICES IN THE CONTENT OR ANY LINKS ON COMPARINGFOOD.COM TO BE ENDORSEMENTS OF SUCH ENTITIES, PRODUCTS OR SERVICES. COMPARING FOOD IS NOT SPONSORED OR ENDORSED BY ANY CONSUMER OR FOOD PRODUCT SERVICE OR ORGANISATION, AND ANY REFERENCE TO SUCH THIRD-PARTY SERVICES IS SOLELY FOR THE GENERAL INFORMATION AND CONVENIENCE OF USERS USING COMPARINGFOOD.COM.

## **11. LIMITATIONS OF LIABILITY**

YOUR USE OF THE WEBSITE AND/OR SERVICES IS ENTIRELY AT YOUR SOLE RISK. COMPARINGFOOD AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE AND/OR SERVICES, EVEN IF COMPARINGFOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

If notwithstanding the following paragraph, Comparing Food is held liable to you by a court of competent jurisdiction for losses arising out of our breach of these terms and conditions and/or our negligence in relation to your use of our Website, you agree that our liability to you is capped at £50 (subject to the following paragraph).

Comparing Food does not exclude or in any way limit liability for fraud, death or personal injury caused by our negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

## **12. INDEMNIFICATION**

You shall indemnify and hold harmless, and at Comparingfood's request defend, Comparingfood, its parents, subsidiaries, and affiliates, as well as their respective directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Website and/or Services, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in this agreement. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

## **13. CHOICE OF LAW AND VENUE**

The Terms of Use, your access and use of the Website and/or Services and the relationship between you and Comparingfood is governed by the laws of England, without giving effect to its conflict of law provisions. Comparingfood and you both agree to submit to the personal and exclusive jurisdiction of the courts of England. You are responsible for complying with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, Comparingfood shall have the right to commence and prosecute any legal or equitable action or proceeding before any English court of competent jurisdiction to obtain injunctive or other relief in Comparingfood's sole discretion. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **14. COPYRIGHT AND TRADEMARK NOTICE**

Website and its Contents Copyright © 2009 Comparing Food Limited. All rights reserved. Comparingfood, Comparingfood.com and all the brands of other Comparingfood products and services shown herein are the

trademarks or registered trademarks of Comparing Food Limited. Other trademarks belong to their respective owners.

## **15. MISCELLANEOUS TERMS**

Our relationship is not one of agency or partnership and neither you nor Comparingfood shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Services. You may not assign or transfer your rights to any third party. The terms and conditions in the Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. If Comparingfood fails to enforce any provision of the Terms of Use it shall not constitute a waiver of such provision. The Terms of Use may be modified only by Comparingfood posting changes to the Terms of Use on the Website. Each time you access the Services, you will be deemed to have accepted any such changes on the Website in effect at the time of access. We may assign our rights and obligations under the Terms of Use. This agreement will inure to the benefit of Comparingfood's successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. The Terms of Use, the Additional Terms below, the attachments thereto, and the documents incorporated by reference, constitute the entire understanding between us regarding your access to, license and use of the Website and our Services, and they supersede any prior agreements, statements or representations with respect to the same.

## **16. PRIVACY POLICY**

Please remember that Comparingfood's Privacy Policy does not apply to the practices of companies, businesses or entities that Comparingfood does not own or control or to people that we do not employ or manage. We encourage you to read the privacy statements of each and every website that collects personally identifiable information about you. This privacy statement applies solely to information collected by the Website.

Please know that any information (including personal and health-related information) you reveal in a website public forum (such as a message board, online meetings, posting, chat room/event, or similar electronic public venues) is not protected by this Privacy Policy. Such postings will be seen by website members and/or guests and third parties not related to Comparingfood. What you write could be used by others in ways we are unable to control or predict, including to contact you for unauthorised purposes. Also, if you access a third party website from a link on the Website, any information you reveal on that site is not subject to this Privacy Policy. You should consult the privacy policy of each website you visit.

This Privacy Policy does not protect you when you send business information, ideas, concepts or inventions to Comparingfood by e-mail or through the "Contact Us" link on our Website. If you want to keep business information, ideas, concepts or inventions private or proprietary, do not send them in an e-mail to Comparingfood or through the "Contact Us" link on our Website.

## **17. COLLECTION AND USE OF USER INFORMATION**

We collect User Information at various points when you use the Website and/or Services. We use the data that we collect to tailor your experience on the Website and/or in your use of the Services, showing content that we think you might be interested in, and displaying the content according to your preferences. In general, Comparingfood collects information for the following purposes:

- Providing the best possible service;
- Processing any orders you may have made;
- Conducting market research surveys;
- Running competitions;
- Providing you with information about products and services Comparingfood offers;
- Building up marketing profiles, aiding strategic development and auditing usage of the Website and Services; and
- Providing you with information about Comparingfood's campaigns.

As a result of registering with Comparingfood, your name and address will be added to a Comparingfood mailing list. Comparingfood offers a range of services and publications designed to keep you up to date on consumer

issues. Comparingfood would like to contact you about these from time to time, as well as sending you Comparingfood's special promotions. Generally Comparingfood will e-mail you or send mobile messages, unless you prefer Comparingfood not to do so.

**A. When You Register.** During the process of registering on the Website, you may be required to provide certain personal contact information such as your user name, e-mail address, phone number, birth date, password, and an affiliation. Please keep in mind that, although your personal contact information will not be viewable by other members, once you are registered, your user name will be displayed on the Website and you will no longer be anonymous to us or to other individuals who access the Website and/or use the Services.

**B. When You Browse the Website.**

**Log Files.** Like most standard website servers, we use and maintain the information that we obtain from your browser on our server logs. This information can include Internet protocol (IP) addresses, browser type, Internet service provider ("ISP"), and other data. We may use this information to analyse trends, administer the Website, track user movement in the aggregate, and gather broad demographic information for aggregate use. We may associate this information with your Personal Information to resolve technical issues and support security for our users.

**Cookies.** A cookie is a small piece of data that is stored in a browser-related file on your computer's hard drive when you use the Website. Cookies are uniquely assigned to your computer, and are read by a web server in the domain that issued the cookie to you. Our primary use of cookies is to improve your experience on the Website. For example, storing a cookie on your computer allows you to login without typing the registered e-mail address or registration number and password. We also use cookies to deliver information and fresh content specific to your interests. If you do not want these cookies stored on your computer you can reject cookies by modifying your browser setting accordingly. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences. However, if you choose to reject cookies, you may not be able to access products and services that we offer that require you to "login" or "sign in". Please also note that certain types of e-mails available through the Website may automatically log you into the Website and/or set new cookies when you click on the links in the

e-mails and that you may need to manually remove such cookies if you do not want them to be set on your computer.

**Session Cookies.** We use a session cookie when you access the Comparingfood Website to track patterns of behavior of visitors to our Website, to build up marketing profiles and understand browsing patterns or if you purchase something via Comparingfood online because it enables us to speed up the buying process by allowing use of a shopping basket. While Comparingfood's session cookies, by necessity, contain some personal information, such as your name, e-mail address, preferences and whether or not you are a customer of Comparingfood, they do not contain or store information relating to your financial/credit card details. The information that is collected by the session cookie will be used solely for tracking patterns of visitor behavior to provide Comparingfood with statistics and to identify groups of users to assist Comparingfood in marketing Comparingfood's products and services.

**Permanent Cookies.** If you log in as a subscriber and tick the "remember me" box, we use a permanent cookie to store your username and password. This is so that you do not have to re-enter this information each time you return to Comparingfood.com. If you have ticked 'remember me' and then want to log out of Comparingfood.com, you will need to delete the cookie from your browser.

**Web Beacons.** A web beacon (also known as a *clear gif*) is a tiny graphic with a unique identifier that is placed on a web page or within an e-mail. It is similar in function to a cookie, and is used to collect a limited set of information, such as a cookie number, time and date of page view, and a description of the page on which the web beacon resides. Comparingfood and its third party advertisers may use web beacons to compile aggregate statistics about which advertisements and promotions users have seen and how users responded to them. This information helps us manage content on the Website better by informing us what content is effective. In addition, we may use web beacons in our promotional e-mail messages to count how many messages and which e-mails have been opened and acted upon. This use allows us to gauge the effectiveness of certain communications and our marketing campaigns. Comparingfood does associate web beacons to individual member personal information for internal purposes only, in an effort to understand our members' individual preferences with our e-mail products.

**Tracking and Merging Information from Other Sources.** If you register on our Website and provide us with Personal Information, we may link non-personal, aggregated tracking data with your online Personal Information through use of cookies, log files and other non-personal information collection. We may also supplement the Personal Information we collect from you with non-personal or personal information from other, third party sources. We will merge this third party information with Personal Information you have provided to us. The composite information about you will be treated in accordance with Comparingfood's Privacy Policy. We perform this tracking and merging to assist us in evaluating and improving our Website, products, and services; to determine your preferences so that we can tailor our Website, products, and services to your needs; to provide you with targeted marketing offers that we think may be of interest to you; and/or to study nutritional, food and other relevant questions in general.

**Information Collected by Third Parties Not Acting on Behalf of Comparingfood.** Sponsors, partners or advertisers on the Website or in e-mails, special promotions, or newsletters we send you may also use their own cookies or web beacons when you click on their advertisement or link to their website or service, or even if the advertisement simply appears on a page or in an e-mail that you are viewing. We do not control third parties' use of cookies or web beacons, or how they manage the non-personal information they gather through them. Please review the privacy policy of other sites you visit or link to from our site to understand how these other sites use cookies and how they use the information they collect through the use of cookies or web beacons on their own sites.

- C. When You Use the "Invite-A-Friend" or "E-mail this Page" Features.** If you elect to use our referral service for informing a friend about our Website, you will be asked to provide your friend's name and e-mail address. We will then automatically send the friend a one-time e-mail inviting her or him to visit our Website and/or utilize our Services. We ask for this information for the sole purpose of sending this one-time e-mail and tracking the success of our referral program.

## **18. SHARING USER INFORMATION**

- A. Confidentiality.** Comparingfood does not share User Information with others, except when required by law under the types of circumstances described in this Privacy Policy. In addition, we limit access to User

Information to those employees who we believe reasonably need to come into contact with that information to provide products or services to you or to perform their jobs.

- B. Third Party Advertising.** The advertisements that appear on the Website are generally delivered through internal software operated by Comparingfood. These advertisements link directly to third party websites. Comparingfood has no control over the content or privacy policies of such sites, and therefore we encourage you to review such content and policies prior to submitting any personal information to them. We do share certain aggregate information, such as demographic information and the number of times that our members have viewed an advertisement, with our third party advertisers. This information is not linked with any personally identifiable information, and we do not provide any such information to third party advertisers.

Comparingfood may use aggregated, statistical information to describe our membership and to establish advertising and other business relationships with third parties. Comparingfood does not provide any of this personal and/or profile information to an advertiser or any third party with the exception of those uses expressly disclosed in this policy. However, if you click or view an advertisement on our Website then you consent to the likelihood that the advertiser will assume that you meet the targeting criteria, if any, used to display such ad, and as described above, you will be subject to the advertiser's privacy policy and information collection practices (if any).

- C. Third Party Ad Servers.** Most of the online banner advertisements you see on the Comparingfood Website are delivered by Comparingfood. Comparingfood does allow other companies, called third party ad servers or ad networks, to display advertisements on the Comparingfood Website. Some of these ad networks may place a persistent cookie on your computer. Doing this allows them to recognize your computer each time they send you an online advertisement. In this way, ad networks may compile information about where you, or others who are using your computer, saw their advertisements and determine which ads are clicked on. This information allows an ad network to deliver targeted advertisements that they believe will be of most interest to you. Comparingfood does not have access to or control over the cookies that may be placed by these parties on your computer, and has no control over

these parties' privacy policies or information collection practices (if any).

- D. Service Providers.** We may sometimes use a third party to provide specific services on our behalf, including sending e-mails to our consenting members, conducting member surveys, processing transactions or performing statistical analysis of our services. In these cases, we may provide certain personal information, such as your name and e-mail address necessary for the service to be provided. However, these third parties are required to maintain the confidentiality of this information and are prohibited from retaining, sharing, storing or using this information for any other purposes.
- E. Business Transitions.** In the event that Comparingfood goes through a business transition, such as a merger, acquisition, liquidation or sale of all or a portion of its assets, our members personal information will, in most instances, be part of the assets transferred. Members will be notified of any such business transition via e-mail and/or prominent notice on the Website.
- F. Legal Disclosure.** We may disclose User Information if required to do so by law or in the good faith belief that such action is necessary to conform to applicable law, comply with a judicial proceeding, court order or legal process served on Comparingfood or the Website, protect and defend the rights or property of Comparingfood, or investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or violations of our Terms of Use.

## **19. CHANGING OR CORRECTING USER INFORMATION**

- A. Communications From Comparingfood.** As a member of Comparingfood, you will receive our customary business communications (e.g., e-mail address confirmation, renewal notifications, new product offerings, administrative messages, other offline communications, etc.). While we reserve the right to send you our customary business communications without offering you the opportunity to opt-out of receiving them, we do provide you with the opportunity to select whether or not you wish to continue to receive our Member e-mails. Each Member e-mail communication from us contains instructions on how you can remove yourself from the mailing list. In such a case, you will continue to receive our customary business communications.

**B. The Security Of User Information.** We have instituted physical, electronic and procedural safeguards to store and maintain User Information in a secure environment. For example, when highly confidential information, such as a credit card number, is transmitted through our Website, it is encrypted by using Secure Socket Layer (SSL) software. You may also be required to use a password to access certain pages on the Website where certain types of User Information can be changed or deleted. It is therefore important for you to protect against unauthorized access to your password, e-mails that we may send you and to your computer. You take full responsibility for maintaining the confidentiality of your password. Furthermore, while we have implemented safeguards, you should be aware that Internet security technology rapidly changes. We cannot guarantee that the safeguards we employ today can protect User Information from the threats of tomorrow. You should also be aware that despite our efforts, factors beyond our control may result in disclosure of User Information. Accordingly, we are not in a position to guarantee that User Information will be secure under all circumstances.

## **20. CHANGES TO OUR PRIVACY POLICY**

Comparingfood may update this policy from time to time as our information practices are modified or changed. We will notify you about significant changes in the way we treat User Information by sending a notice to the primary e-mail address specified in your account or by placing a prominent notice on the Website or otherwise through our Services for a period of not less than thirty (30) days prior to the change. We encourage you to periodically review this page for the latest information on our privacy practices.