



MyFresh Website Terms and Conditions

We, MyFresh Prepared operate this website (“the website”), the homepage of which can be found at www.myfreshprepared.co.uk. Your access to and use of the website is subject to your compliance with all applicable laws and these Terms of Use, which incorporate the paragraphs below and the Privacy and Cookies Policy, all of which can be accessed from this page. Your use of the website and the social media facilities constitutes your unqualified agreement to accept and comply with these Terms of Use. If you do not agree to these Terms of Use you must not use the website or our social media facilities.

1. Who are we?

We are MyFresh Prepared, a limited company registered in England (number 10696607) whose registered office is at The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ.

2. Use of the Website

The website is offered as a facility for marketing our products to existing and potential customers, and is directed solely at those who access the website from within the United Kingdom.

Whilst we use reasonable efforts to include accurate and up to date information on the website, errors may occur. We cannot give any warranty or representation as to the accuracy of the information, and do not accept responsibility for errors or omissions or for any action or decisions based on the information.

Your use of the website is at your risk. If you have any specific queries, please contact us by email at hello@myfreshprepared.co.uk. The information and materials provided on the website are of a general nature only and cannot be regarded as constituting advice or recommendations (professional or otherwise). We do not accept any liability for any direct, indirect, special or consequential losses or damages of whatever nature, including but not limited to loss of anticipated savings, revenue, information, goodwill or contract arising out of the website, its availability or lack of availability or your use of any information contained on the website.

We exclude all warranties, express or implied, relating to the information and materials on the website to the fullest extent permitted by law.

Nothing in these Terms of Use shall be construed to exclude or limit (1) our liability for death or personal injury caused by our negligence, or fraudulent misrepresentation or (2) any rights you may

have as a consumer to the extent that such liability and rights may not be excluded or limited under applicable statute or law.

You agree to indemnify us against all claims, losses and damages suffered and costs, expenses and liability incurred as a result of your breach of these Terms of Use.

3. Links from and to the Website

Hypertext links are links by which visitors can move from one website to another or from one page to another within the same website.

The website contains hypertext links to third parties' websites. Any hypertext links between the website and any third party website are provided for your convenience only and we accept no liability whatsoever for the contents of any such third party website. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of third party website material or your accessing of third party websites causing any damage, costs, injury or loss of any kind.

You agree that if you wish to create any links between the website and any other website you will do so only in accordance with these Terms of Use or as we otherwise agree in writing. We reserve the right to withdraw linking permission without notice.

You may link to the homepage of the website, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the website on any website that is not owned by you or which does not comply with these Terms of Use.

The website must not be framed on any other site and you may not create a link to any part of the website other than the homepage.

4. Social Media Facilities

We offer our social media pages, such as Twitter, Instagram and LinkedIn (together, our "Social Media facilities") facilities for your convenience and we are not responsible for any financial or other liability associated directly or indirectly with a public or private posting made using them.

You acknowledge that any information that you post using our Social Media facilities may be viewable by any person and by posting using our Social Media facilities you undertake:

to accept full responsibility for the contents of any postings you make using the facilities;

to use the facilities only for lawful purposes;

not to post any material which is inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful or otherwise inappropriate or which will constitute a criminal offence or give rise to civil liability or which may cause offence in relation to sexual orientation, age, marital status, disability or working status;

not to harass or upset third parties through your use of the facilities;

not to include in any posting any material which refers to a third party or is protected by confidentiality, copyright, trade mark or other propriety right without the express permission of the third party owner (and for the avoidance of doubt you have our permission to send details of our own products to third parties using the facilities in accordance with these Terms of Use);

not to send personal information about any third party using the facilities;

not to insert into any posting any material which contains viruses, files or programs that are designed to disrupt, damage or limit the functioning of any software or hardware equipment;

not to use the facilities for any commercial purpose or to send advertisements, chain letters, surveys, pyramid schemes or requests for money; and

not to use the facilities in order to obtain unauthorised access to data or other information belonging to us or any third party.

You acknowledge and agree: that we may at our discretion remove any postings from the facilities; that we may (but are not obliged to) monitor the contents of postings sent using the facilities; and that we does not accept any liability arising from your use of, or the content of any postings in your use of, the facilities.

You are responsible for all information posted using the facilities which arises from use of your account for the relevant Social Media facility, whether or not such use is authorised by you.

You warrant that any content that you post using the facilities will comply with these Terms of Use and that you will be liable to us for, and shall indemnify us against, any loss or damage that we suffer or incur as a result of any breach by you of such warranty.

You acknowledge and agree that any content that you post using our facilities will be considered non-confidential and non-proprietary, and that we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

You acknowledge that we will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of anyone posting or sending material using the facilities in breach of these Terms of Use, any law (whether civil or criminal) or the legal rights of any party (including but not limited to intellectual property rights and rights to privacy).

We shall not be responsible, or liable to you, for the content or accuracy of any content posted by any other user of the Social Media facilities. The views expressed on our Social Media facilities by other users do not represent our views or values.

For the avoidance of doubt all of the other provisions of these Terms of Use, and any other terms of the operators of the Social Media facilities, shall also apply to your use of our Social Media facilities except where the context otherwise requires.

5. Provision of Products

These Terms of Use do not deal with the terms upon which we sell our products. It is not possible to purchase products via the website.

6. Trade Marks, Logos and Service Marks

The trade marks, logos and service marks (collectively “the Trade Marks”) displayed on the website (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained on the website shall be construed as granting any licence or right to use any Trade Mark displayed on the website without the prior written consent of the relevant Trade Mark owner other than as expressly set out in these Terms of Use. Your misuse or infringement of any of the Trade Marks displayed on the website is strictly prohibited.

7. Copyright

The copyright in each aspect of the website is owned by us or our content or technology providers. All content is protected by copyright and may not be used except as expressly provided in these Terms of Use without our prior written consent. We do not warrant or represent that your use of materials displayed on the website will not infringe the rights of any third party.

Except where otherwise stated expressly, you must not copy, adapt, download, exploit or otherwise use the information contained on the website in any way, other than for the purpose of enquiring

about or requesting information relating to the products or downloading and temporarily storing one or more of the pages of the website for the purpose of viewing, for your personal use only, on a personal computer or terminal. For the avoidance of doubt you shall not be entitled to reproduce, permanently store, or retransmit any of the contents of the website without our prior written consent.

8. Viruses

Whilst we try to keep our anti-virus software up-to-date we do not warrant that the website, its servers, downloadable files or e-mails which may be sent by us, are free from viruses or other harmful components.

You must not:

introduce or attempt to introduce any virus or other contaminant to the website or any of its software or systems; or

in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with or interfere with the operation of any part of the website, its software or systems.

You acknowledge and agree that emails and Internet transmissions can never be guaranteed to be completely secure and that there is a risk that any message or information that you send to us by email or using the Internet may be intercepted and viewed by a third party. We shall not be liable for any emails or Internet transmissions that you send to us and any such emails or transmissions that you send to it shall be sent at your own risk.

9. Feedback and Complaints

Any queries, feedback, comments or complaints you may have about the website should be submitted by email to hello@myfreshprepared.co.uk or in writing to Head of Communications, William Jackson Food Group, The Riverside Building, Livingstone Road, Hessle, HU13 0DZ.

10. Privacy & Cookies Policy

Any personal information we collect from you shall only be used in accordance with our Privacy & Cookies Policy which forms part of these Terms of Use.

11. Connection and Charges

You are responsible for obtaining an appropriate connection with a telecommunications provider in order to access the website and for paying the costs of all charges you incur in accessing and using the website.

12. General

We may amend these Terms of Use from time to time. You are bound by any changes made to these Terms of Use with effect from the date of the change. You can view the current version of these Terms of Use at any time by clicking on the Terms of Use link on the homepage of the website.

If any of these Terms of Use are unenforceable it shall not affect the enforceability of the rest of them.

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales and we and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales, save that nothing in these Terms of Use shall limit our right to bring proceedings against you in any other court of competent jurisdiction.