

# Terms of Service

Unify Ordering Limited

Last updated: 15 May 2026

## 1. Parties and Definitions

These Terms of Service ("Terms") govern the access to and use of the UnifyOrdering platform (the "Platform") provided by Unify Ordering Limited ("UnifyOrdering", "Provider", "we", "us", "our"), a private limited company incorporated in Ireland with company number 575246, having its registered office at 47a Marlborough Rd, Donnybrook, Dublin 4, Ireland.

The following definitions apply throughout these Terms:

- **Active Customer:** Any Buyer who places at least one order in a calendar month through the Platform.
- **Buyer:** Any business entity (including cafes, restaurants, and hospitality businesses) that uses the Platform to place orders with Suppliers.
- **Supplier:** Any business entity registered on the Platform to receive and manage orders from Buyers, including wholesalers, food producers, distributors, and similar.
- **User:** Any individual granted access to the Platform by a Buyer or Supplier, including staff members and administrators.
- **Platform:** The web application, mobile application, dashboard, and associated services provided by UnifyOrdering.
- **Subscription Fee:** The monthly fee payable by the Supplier as communicated by UnifyOrdering and available at [www.unifyordering.com/pricing](http://www.unifyordering.com/pricing).
- **Territory:** The island of Ireland and the United Kingdom of Great Britain and Northern Ireland.
- **Orders:** Any order for products placed through the Platform by a Buyer.
- **Supplier Data / Buyer Data:** All information provided by the Supplier or Buyer respectively in connection with their use of the Platform.

## 2. Services

**2.1 UnifyOrdering will provide the Platform to Suppliers and Buyers in accordance with these Terms.**

**2.2 The Platform enables Buyers to place orders with Suppliers and provides Suppliers with tools to receive, manage, and process those orders.**

**2.3 Access to the Platform for Buyers is provided free of charge. Suppliers pay a monthly Subscription Fee as communicated by UnifyOrdering from time to time.**

**2.4 UnifyOrdering may introduce additional paid features or services. These will be clearly identified on the Platform along with associated fees and terms. Fees for additional services are non-refundable unless otherwise stated.**

**2.5 The Supplier retains the right to cease using the Platform at any time, subject to the notice provisions in Section 13.**

**2.6 The Platform is not intended to provide legal, tax, or financial advice. Suppliers and Buyers are responsible for their own compliance with applicable laws and regulations.**

### **3. Eligibility**

**3.1 The Platform is available only to legal entities and individuals who are at least 18 years of age and capable of forming legally binding contracts under applicable law.**

**3.2 By accepting these Terms, you represent and warrant that you have the authority to bind the entity on whose behalf you are acting.**

**3.3 UnifyOrdering reserves the right to refuse or revoke access to the Platform at its discretion where these Terms are breached.**

### **4. Subscription Fee and Payment**

**4.1 The Supplier shall pay the monthly Subscription Fee as communicated by UnifyOrdering from time to time. Fees are invoiced monthly and are due within 30 days of the invoice date.**

**4.2 Fees are denominated in euro (€) for Irish and EU customers, and in pound sterling (£) for UK customers, unless otherwise agreed in writing.**

**4.3 Payments are processed via Stripe. By providing payment details, you authorise UnifyOrdering to charge the applicable Subscription Fee on a recurring monthly basis.**

**4.4 Where a Supplier fails to pay within 30 days of the invoice due date, UnifyOrdering reserves the right to suspend access to the Platform until payment is received.**

**4.5 All fees are exclusive of applicable taxes, including VAT (Ireland/EU) or UK VAT, which will be separately itemised on invoices where applicable.**

**4.6 UnifyOrdering reserves the right to amend the Subscription Fee on 30 days' written notice. Continued use of the Platform following the notice period constitutes acceptance of the revised fees.**

### **5. Licences**

**5.1 Subject to compliance with these Terms and payment of applicable fees, UnifyOrdering grants the Supplier a limited, non-exclusive, non-transferable licence to access and use the Platform within the Territory for the duration of the agreement.**

**5.2 UnifyOrdering grants Buyers registered on the Platform a limited, non-exclusive, non-transferable licence to access and use the Platform free of charge, subject to these Terms.**

**5.3 These licences do not include the right to sublicense, resell, or otherwise transfer access to the Platform to any third party.**

## **6. Supplier and Buyer Data**

**6.1 The Supplier grants UnifyOrdering a non-exclusive licence for the term of this agreement to use Supplier Data to the extent necessary to provide the Platform and its services.**

**6.2 The Buyer grants UnifyOrdering a non-exclusive licence for the term of this agreement to use Buyer Data to the extent necessary to provide the Platform and its services.**

**6.3 UnifyOrdering may compile anonymised and aggregated data derived from Platform usage for internal analytics and service improvement purposes. Such aggregated data will not identify any individual Supplier, Buyer, or User.**

**6.4 Each party warrants that their respective data does not infringe any third-party intellectual property rights, is not unlawful, and has been collected in compliance with applicable data protection law.**

**6.5 UnifyOrdering does not share Supplier product catalogues, pricing, or commercial data with other Suppliers on the Platform. Such information is visible only to Buyers and Users authorised by that Supplier.**

## **7. Data Protection**

**7.1 Both parties acknowledge that personal data (as defined under EU GDPR 2016/679 and UK GDPR) will be processed in connection with the use of the Platform. Each party agrees to comply with its respective obligations under applicable data protection legislation, including the EU GDPR, UK GDPR, and the Irish Data Protection Act 2018.**

**7.2 UnifyOrdering acts as Data Controller in respect of personal data collected directly through the Platform (including names, email addresses, and phone numbers of Users). UnifyOrdering's Privacy Policy, available at [www.unifyordering.com](http://www.unifyordering.com), sets out how this data is collected, used, and retained.**

**7.3 Where UnifyOrdering processes personal data on behalf of a Supplier or Buyer (for example, order data containing the personal details of their customers or staff), UnifyOrdering acts as a Data Processor. In such cases, the parties agree to enter into a Data Processing Agreement (DPA) on request, in a form compliant with Article 28 EU GDPR and equivalent UK GDPR provisions.**

**7.4 UnifyOrdering stores all personal data on AWS infrastructure within the EU (eu-west-1, Dublin). No personal data is transferred outside the EEA without appropriate safeguards in place.**

**7.5 Each party shall notify the other without undue delay upon becoming aware of any personal data breach affecting data processed in connection with the Platform.**

## **8. Intellectual Property**

**8.1 UnifyOrdering is and remains the sole legal and beneficial owner of all intellectual property rights in the Platform, including its design, software, source code, and associated materials.**

**8.2 Nothing in these Terms transfers any intellectual property rights in the Platform to the Supplier or Buyer.**

**8.3 Each party retains ownership of its own pre-existing intellectual property. To the extent that any intellectual property is created by UnifyOrdering using Supplier Data or Buyer Data in the course of providing the Platform, such intellectual property shall vest in UnifyOrdering, subject always to the confidentiality obligations in Section 9.**

**8.4 You may not copy, reproduce, modify, reverse engineer, or create derivative works from the Platform or any part of it without UnifyOrdering's prior written consent.**

## **9. Confidentiality**

**9.1 Each party shall keep confidential all non-public information of the other party that is disclosed in connection with the Platform and shall not disclose such information to any third party without the prior written consent of the disclosing party.**

**9.2 UnifyOrdering shall not disclose Supplier Data or Buyer Data to any third party except as necessary to provide the Platform, as required by law, or as otherwise permitted under these Terms.**

**9.3 Confidentiality obligations survive termination of these Terms for a period of three (3) years.**

## **10. Warranties**

**10.1 UnifyOrdering warrants that:**

- It has full legal right and authority to provide the Platform on the terms set out in this agreement.
- It will provide reasonable instructions to enable effective use of the Platform prior to commencement.
- A designated support contact (hello@unifyordering.com) will be available to address Platform-related issues.

**10.2 The Supplier and Buyer each warrant that:**

- They have the authority to enter into and perform their obligations under these Terms.
- Their use of the Platform will comply with all applicable laws and regulations in the Territory.
- Information provided to UnifyOrdering in connection with the Platform is accurate and up to date.

**10.3 The Platform is provided on an "as is" basis.** To the fullest extent permitted by law, UnifyOrdering does not guarantee that the Platform will be uninterrupted, error-free, or entirely secure. UnifyOrdering will use reasonable endeavours to resolve errors as promptly as practicable.

## 11. Limitation of Liability

**11.1 UnifyOrdering's aggregate liability to a Supplier or Buyer for any and all claims arising under or in connection with these Terms shall not exceed an amount equal to one (1) month's Subscription Fee paid by the relevant party in the month immediately preceding the event giving rise to the claim.**

**11.2 In no event shall UnifyOrdering be liable for:**

- Loss of profit, revenue, or anticipated savings
- Loss of business or contracts
- Loss or corruption of data
- Indirect, consequential, or special loss of any kind

11.3 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

11.4 UnifyOrdering is not liable for pricing discrepancies arising from a Supplier's failure to keep product pricing updated on the Platform.

## 12. Indemnity

**12.1 The Supplier shall indemnify UnifyOrdering against all reasonable liabilities, costs, expenses, and losses arising out of or in connection with: (a) the Supplier's products or services; (b) any breach of these Terms by the Supplier; or (c) any third-party claim arising from the Supplier's use of the Platform.**

**12.2 The Buyer shall indemnify UnifyOrdering against all reasonable liabilities, costs, expenses, and losses arising out of or in connection with: (a) any breach of these Terms by the Buyer; or (b) any third-party claim arising from the Buyer's use of the Platform.**

## 13. Term and Termination

**13.1 These Terms commence on the date the Supplier or Buyer registers on the Platform and continue until terminated in accordance with this Section.**

**13.2 Either party may terminate these Terms on 30 days' written notice to the other party.**

**13.3 UnifyOrdering may suspend or terminate access to the Platform immediately and without notice if:**

- The Supplier or Buyer materially breaches these Terms and fails to remedy the breach within 14 days of written notice
- The Supplier fails to pay any Subscription Fee within 30 days of the due date
- The Supplier or Buyer becomes insolvent, enters administration, or ceases trading

13.4 On termination, all licences granted under these Terms cease immediately. UnifyOrdering will retain data in accordance with its Privacy Policy and applicable law.

## **14. Force Majeure**

**14.1 Neither party shall be in breach of these Terms or liable for any failure or delay in performance caused by circumstances beyond their reasonable control, including acts of God, natural disasters, pandemic, war, government action, or failure of third-party infrastructure.**

**14.2 The affected party shall notify the other as soon as practicable. If the force majeure event continues for more than 90 days, either party may terminate these Terms on 10 days' written notice.**

## **15. Acceptable Use**

**15.1 You agree not to use the Platform to:**

- Violate any applicable law or regulation
- Transmit viruses, malware, or any harmful code
- Attempt to gain unauthorised access to any part of the Platform or its infrastructure
- Scrape, copy, or reproduce Platform content without UnifyOrdering's written consent
- Misrepresent your identity or the entity you represent

15.2 UnifyOrdering reserves the right to suspend access to any account found to be in breach of this Section pending investigation.

## **16. Changes to the Platform and Terms**

**16.1 UnifyOrdering reserves the right to modify, expand, or withdraw features of the Platform at any time. Where changes materially affect the service, UnifyOrdering will provide reasonable advance notice.**

**16.2 UnifyOrdering may update these Terms from time to time. Material changes will be notified by email and by posting a revised version on the Platform with an updated effective date. Continued use of the Platform following notification constitutes acceptance of the revised Terms.**

## 17. Governing Law and Dispute Resolution

17.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of Ireland, without regard to conflict of law provisions.

17.2 The parties shall first attempt to resolve any dispute informally by escalating to senior representatives within 14 days of a written notice of dispute.

17.3 If the dispute cannot be resolved informally within 30 days, either party may refer the matter to the exclusive jurisdiction of the courts of Ireland.

17.4 UK customers: Where a Supplier or Buyer is based in the United Kingdom, the parties agree that Irish law shall govern these Terms, and that the Irish courts shall have exclusive jurisdiction, save that UnifyOrdering reserves the right to seek injunctive relief in any jurisdiction.

## 18. General

18.1 These Terms constitute the entire agreement between the parties in relation to the Platform and supersede all prior agreements, representations, and understandings.

18.2 If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be severed and the remaining Terms shall continue in full force.

18.3 No waiver by UnifyOrdering of any breach of these Terms shall be construed as a waiver of any subsequent breach.

18.4 These Terms are personal to the Supplier and Buyer and may not be assigned or transferred without UnifyOrdering's prior written consent.

18.5 Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

## 19. Contact

For any questions relating to these Terms, please contact us at:

- **Email:** [hello@unifyordering.com](mailto:hello@unifyordering.com)
- **Post:** Unify Ordering Limited, 47a Marlborough Rd, Donnybrook, Dublin 4, Ireland

## Pricing

Current Subscription Fees and applicable charges are published at [www.unifyordering.com/pricing](http://www.unifyordering.com/pricing) and communicated to Suppliers at the time of onboarding. UnifyOrdering reserves the right to amend pricing on 30 days' written notice.

Fees for UK-based Suppliers are charged in pound sterling (£) at the prevailing exchange rate at time of invoicing, unless a fixed sterling price has been separately agreed in writing.

*These Terms of Service were last reviewed and updated on 15 May 2026 by Unify Ordering Limited.*