

**Merchant Application**

Capitalized terms used in this form and not defined in this form have the meaning given in our Master Merchant Terms and Conditions at [www.ipadspos.com.au/terms-and-conditions](http://www.ipadspos.com.au/terms-and-conditions).



Jeatsonline PTY., LTD ABN: 68609289447  
323 Caslereagh st., Sydney NSW, Australia 2000  
Tel: 0420 814050, 0455 299 342  
Email: Mk\_inf@iPadspos.com.au

**1. Company Details.**

Registered Legal Name.

Registered Address

Suburb

State

Postcode

ABN

ACN

Entity Type: e.g. Company/Sale Trader

www.

**2. Account Contact Details.**

Contact Name:

Phone Number:

Position:

Email Address :

**3. What else we need from you.**

Full Name Director/Secretary/  
Proprietor (1):

Date of Birth:

Residential Address:

Suburb:

State:

Postcode:

Driver's License <sub>or</sub> Passport No.:

Position:

Full Name Director/Secretary/  
Proprietor (2):

Date of Birth:

Residential Address:

Suburb:

State:

Postcode:

Driver's License <sub>or</sub> Passport No.:

Position:



DIRECT DEBIT REQUEST

PH: 0433 877 557  
ABN/ACN: 68 609 289 447

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN. \* Indicates a MANDATORY FIELD

Business: JJ Eatsonline Pty. Ltd. ABN/ACN: 68 609 289 447 **100-744-721**

Customer Reference:

\* Surname:  \* Given Name:

\* Mobile #:

\* Email:

\* Address:

\* Suburb:  \* State:  \* Postcode:

DEBIT ARRANGEMENT

Including details and associated fees/charges detailed below and/or the total amount for the specified period for this and as per any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

Once Only Debit On Date:  /  /  Debit this amount: \$

D D M M Y Y

Regular Debits Starting on Date:  /  /  Debit this amount: \$

D D M M Y Y

Frequency:  Weekly  Fortnightly  Monthly  4 Weekly

Duration:  Continue regular debits until further notice (Minimum of  debits)

<b>Administration Fee (once only) up to:</b> Paid By Business	<b>Bank Account Transaction Fee:</b> Paid By Business	<b>Credit Card Transaction Fee:</b> VISA/Mastercard: Paid By Business AMEX/Diners: Paid By Business	<b>Failed Payment Fee:</b> \$21.90
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CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA  MasterCard  AMEX  Diners

Card Number:  Expiry Date:  /

M M Y Y

Name of Cardholder:

By signing this form, I/we authorise Global Payments Australia 1 Pty Ltd, acting as Direct Debit Agent on instruction from the Business, to debit payments from my Credit Card.

Debit from Bank, Building Society or Credit Union Account

Financial Institution:  Branch:

BSB Number:  -  Account Number:

Account Holder Name:

I/We authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID No 342190, 342191, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request.

The Authorisation in this Request remains in force in accordance with the terms and conditions of the DDR Service Agreement (Ver 1.11). I/We have read, understand and agree to the same. I/We declare that the information in this Request is true and correct. I/We acknowledge that my/our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com/au/privacy-policy/>

Signature(s) of Account Holder:  Date:  /  /

D D M M Y Y

PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS A LEGALLY ENFORCEABLE DOCUMENT WHICH CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS, REMEDIES AND OBLIGATIONS. WE MAY AMEND THIS AGREEMENT FROM TIME TO TIME IN ACCORDANCE WITH THESE TERMS. WE WILL GIVE YOU 30 DAYS NOTICE FOR ANY MATERIAL CHANGES AND IF YOU DO NOT WISH TO AGREE TO THOSE CHANGES, YOU MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH CLAUSE 15.

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**THIS AGREEMENT** SETS OUT I) IN PARTS 1 AND 2 THE TERMS AND CONDITIONS ARE APPLICABLE TO THE RESTAURANTS USING FOR ORDERING PRODUCTS AND THE ORDER CHANNELS FOR THE RECEIPT, PREPARATION AND DELIVERY OF ORDERS BY CUSTOMERS FOR GOODS FROM THE RESTAURANT AND, IF ORDERING IS PROVIDING DELIVERY SERVICES, II) TERMS AND CONDITIONS APPLICABLE TO SUCH A SERVICE IN PART 3 (TOGETHER THE "RESTAURANT AGREEMENT") WHICH HAS BEEN ENTERED INTO AS OF THE DATE AT THE END OF THIS DOCUMENT.

**PART 1. OVERVIEW OF KEY TERMS**

<p><b>ML Product Provision, Installation &amp; Connection Fee</b></p> <p>(i)</p>	<p>\$ 0</p> <p>\$ 0.00      paid by:</p>
<p><i>[Tick accordingly and enter amount paid by Restaurant]</i></p>	
<p><b>(ii) Balance Due (if any)</b></p>	<p>\$ 0</p>
<p><b>Charges by ML to Restaurant</b></p>	<p><b>ORDERING will charge the Restaurant \$180 monthly per restaurant</b></p>
	<ul style="list-style-type: none"> <li>• MK fee on top standard restaurant price commission per Order in respect of Orders that are delivered by or on behalf of ORDERING (charged on Gross Order Value);</li> </ul> <p><b>or</b></p>
<p><b>Term</b></p>	<ul style="list-style-type: none"> <li>• MK fee on top standard restaurant price commission per item Order placed via an Order Channel, excluding an Order placed via a Restaurant Own Website, (charged on Gross Order Value);</li> </ul> <p><b>or</b></p>
	<ul style="list-style-type: none"> <li>• MK fee on top standard restaurant price commission per item Order placed via a Restaurant Own Website (charged on Gross Order Value);</li> </ul> <p><b>(the "Commission Fee")</b></p> <p><b>and</b></p> <ul style="list-style-type: none"> <li>• a weekly charge of \$      (or such other fees as notified by ORDERING to the Restaurant from time to time).</li> </ul>
	<p><b>(the "Commission Fee")</b> All charges, fees and commissions are exclusive of GST and any other applicable taxes.</p>

**SERVICE LIST ORDERING ONLINE PLATFORM**

Service list
Create page and link order form Facebook
create order from website
create order from own & logo restaurant application
security credit card charge service
application accept order and management order
accept payment online
customer report, transition report
implement modify data backend
implements system
Service system
Table reservations with food ordering in advance system
Receive and confirm orders from your smartphone or tablet
Real time order confirmation

**PART 2 – ML RESTAURANT TERMS & CONDITIONS**

THESE TERMS & CONDITIONS FORM A PART OF THE RESTAURANT AGREEMENT MADE BETWEEN **ORDERING** ("WE" OR "US") AND THE RESTAURANT ("YOU"). UNLESS DEFINED ELSEWHERE, THE FOLLOWING CAPITALIZED TERMS HAVE THE FOLLOWING MEANINGS IN THE RESTAURANT AGREEMENT:

<b>"Card Order"</b>	an Order placed via an Order Channel, in respect of which we have directly or indirectly collected payment from the Customer using a credit or debit card
<b>"Cash Order"</b>	an Order that is not a Card Order
<b>"Chargeback"</b>	any penalty, payment reversal or similar charges or fees we incur from any card scheme, merchant acquirer or card issuer in respect of Card Orders
<b>"Customer"</b>	a person who has used an Order Channel to place an Order
<b>"Delivery Services"</b>	the service provided by us to you as described in section 3.3
<b>"Gross Order Value"</b>	as defined in Part 1
<b>"Insolvency Event"</b>	(a) The Restaurant, being a company, enters into liquidation or has a controller liquidator or administrator appointed except to reconstruct or amalgamate while solvent or enters into, or resolves to enter into, a scheme of arrangement or composition with all or any class of its creditors, or it proposes a reorganization or moratorium involving any of them; (b) The Restaurant being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; (c) The Restaurant being a partnership, any step is taken to dissolve that partnership; or (d) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.
<b>"Opening Hours"</b>	those hours of operation which you communicate to us in written from time to time
<b>"Order"</b>	an order for your goods placed by a Customer and communicated to you by us via an Order Channel, and where relevant any comments directed to you by the Customer
<b>"Order Channel"</b>	any of i) the Website, ii) <b>ORDERING</b> is mobile applications and/or ordering platforms, iii) the Restaurant <b>ORDERING</b> Website and iv) the Restaurant Own Website
<b>"Premises"</b>	an outlet controlled by you from which food, drink and other products are prepared and / or served or distributed to consumers
<b>"Product"</b>	any hardware or software provided by us to you (or your staff or contractors) for the purpose of receiving or managing Orders (or other related purposes)
<b>"Restaurant Agreement"</b>	means the agreement concluded between you and us, which incorporates these terms and conditions as well as any ML forms submitted to us by you, and any other terms, rules, guidelines or documents about which we may give you notice that they form part of the Restaurant Agreement
<b>"Restaurant Charges"</b>	collectively, the Commission Fee and the Service Charge
<b>"Restaurant ORDERING Website"</b>	any website created by us for you which allows consumers to place Orders via our Website

<b>"Restaurant Own Website"</b>	any website owned and controlled by you on which we may provide a link to our Website to enable consumers to place Orders
<b>"Service(s)"</b>	the services described in section 3 which we provide to you
<b>"Service Charge"</b>	the amount charged by us to you for using of the Order Channels and for the services we provide you including our restaurant partner center (with 7 days a week support), ongoing site maintenance, repair and replacement of Product and data costs associated with the Product and communications.
<b>"Website"</b>	<a href="http://www.iPadspos.com.au">www.iPadspos.com.au</a> and its affiliated websites

**1 EFFECT OF THESE TERMS & CONDITIONS**

THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND REPLACE ALL EXISTING AGREEMENTS WHICH YOU MAY HAVE WITH US.

- 1.1 The Schedule (Premise Address) during the term set out in 1 year of the Schedule starting on 30 Feb 2019 of the Schedule and terminate on 30 Feb 2020 of the Schedule in the territory of Australia and International Countries of the schedule.
- 1.2 The Licensee may if it is not in default under this Agreement extend the Term Year to Year.
- 1.3 The Licensee may, at any time, terminate this Agreement after Minimum Term by giving the Licensor a 3 months written notice.

**2 FUTURE CHANGES TO THE RESTAURANT AGREEMENT & NOTICES**

WE MAY MAKE AMENDMENTS OR ADDITIONS TO THE RESTAURANT AGREEMENT BY GIVING YOU UP TO 30 DAYS' NOTICE (AND NEVER LESS THAN REASONABLE NOTICE) AT ANY TIME. NOTICES UNDER THIS AGREEMENT MAY BE GIVEN BY EITHER PARTY BY EMAIL, POST OR VIA ANY ONLINE PORTAL TO WHICH BOTH YOU AND WE HAVE ACCESS. IF YOU ACCEPT AMENDMENTS NOTIFIED BY US, YOU CAN NOTIFY US VIA OUR ONLINE PORTAL (FOR EXAMPLE BY CLICKING "I ACCEPT" THE REVISED TERMS AND CONDITIONS). IF YOU ACCEPT THE AMENDMENTS OR DO NOT RESPOND TO US WITHIN 20 DAYS OF RECEIVING OUR NOTICE AND CONTINUE TO USE THE SERVICES, THE AMENDMENTS OR ADDITIONS WILL FORM PART OF THIS AGREEMENT ON THE DATE WHICH IS 30 DAYS AFTER THE ISSUE OF OUR NOTICE. IF YOU REJECT OUR AMENDMENTS, YOU MUST NOTIFY US WITHIN 20 DAYS FROM RECEIVING OUR NOTICE BY EMAIL, OR VIA OUR ONLINE PORTAL. IF YOU REJECT OUR AMENDMENTS, THIS WILL CONSTITUTE TERMINATION OF THIS RESTAURANT AGREEMENT BY YOU IN ACCORDANCE WITH SECTION 15. WE MAY SEND YOU DOCUMENTATION (SUCH AS RULES OR GUIDELINES) FROM TIME TO TIME, WHICH WILL BE GOVERNED BY THE TERMS OF THIS AGREEMENT BUT WILL NOT FORM A PART OF IT.

**3 THE SERVICES WE PROVIDE TO YOU**

**3.1 ORDER CHANNELS:** WE WILL CREATE A RESTAURANT PROFILE TO ENABLE CUSTOMERS TO PLACE ORDERS TO PURCHASE GOODS FROM YOU VIA AN ORDER CHANNEL. WE INTEND TO MAKE THE RESTAURANT PROFILE AVAILABLE ON EACH ORDER CHANNEL AND FUNCTIONAL FOR THE PURPOSE OF PROVIDING SUCH SERVICES AT ALL TIMES BUT WE ARE UNDER NO OBLIGATION TO DO SO. UNLESS WE HAVE AGREED OTHERWISE OR WHERE WE ARE PROVIDING DELIVERY SERVICES, AND SUBJECT TO SECTION 10.5, WE WILL ALLOW CUSTOMERS TO PLACE BOTH CARD ORDERS AND CASH ORDERS.

**3.2 AGENCY:** FOR THE TERM OF THE RESTAURANT AGREEMENT, YOU IRREVOCABLY APPOINT AND AUTHORIZE US TO ACT AS YOUR SOLE AND EXCLUSIVE AGENT FOR THE PURPOSE OF CONCLUDING CONTRACTS FOR THE SALE OF GOODS BETWEEN YOU AND CUSTOMERS BY MEANS OF CUSTOMERS PLACING ORDERS VIA AN ORDER CHANNEL. THE LEGAL CONTRACT FOR THE PURCHASE OF YOUR GOODS WILL IN ALL CASES BE BETWEEN YOU AND THE RELEVANT CUSTOMER.

**3.3 DELIVERY SERVICES:** IF WE HAVE AGREED TO PROVIDE DELIVERY SERVICES TO YOU, ALL SUCH TERMS ARE CONTAINED IN PART 3 OF THIS RESTAURANT AGREEMENT.

**3.4 MARKETING:** RESTRAURAT WILL PROVIDE THEM OWN.

**3.5 RESTAURANT WEBSITES:** **ORDERING** MAY (BUT IS NOT OBLIGED TO) I) CREATE AND PROMOTE A RESTAURANT **ORDERING** WEBSITE FOR YOU WITH A DOMAIN NAME OF OUR CHOOSING AND/OR II) PROVIDE YOU WITH A LINK WHICH ALLOWS YOUR RESTAURANT OWN WEBSITE TO CONNECT TO OUR WEBSITE AND (AFTER FIRST OBTAINING YOUR PERMISSION) PLACE A LINK TO ANY ORDER CHANNEL

ON YOUR OWN WEBSITE OR OTHER ONLINE ASSETS CONTROLLED BY YOU OR US (SUCH AS GOOGLE MY BUSINESS PAGES). WE MAY REPRODUCE ANY MATERIALS YOU PROVIDE TO US (INCLUDING YOUR RESTAURANT NAME, MENU AND LOGO) TO CREATE A RESTAURANT **ORDERING** WEBSITE. SAVE ANY MATERIALS YOU PROVIDE TO US, THE RESTAURANT **ORDERING** WEBSITE AND ANY LINK WE PROVIDE YOU FOR THE RESTAURANT OWN WEBSITE SHALL REMAIN THE PROPERTY OF **ORDERING** AT ALL TIMES. UPON YOUR WRITTEN REQUEST **ORDERING** MAY, IN OUR SOLE DISCRETION, REMOVE OR OTHERWISE DISABLE THE RESTAURANT **ORDERING** WEBSITE. UPON OUR WRITTEN REQUEST OR AT TERMINATION OF THIS AGREEMENT, YOU WILL PERMANENTLY REMOVE OR OTHERWISE DISABLE THE LINK WE PROVIDED TO THE RESTAURANT OWN WEBSITE AND REMOVE THE **ORDERING** LOGO.

#### **4 YOUR USE OF THE PRODUCT**

**4.1 OWNERSHIP OF HARDWARE, REPAIRS & RETURN:** THE PRODUCT HARDWARE, AND ANY OTHER HARDWARE WE SUPPLY TO YOU, REMAINS OUR PROPERTY AT ALL TIMES AND MUST BE RETURNED TO US IN GOOD WORKING CONDITION AT THE END OF THE RESTAURANT AGREEMENT. IF IT IS NOT RETURNED, OR IF YOU DAMAGE THE PRODUCT THROUGH NEGLIGENCE, MISUSE OR BY ALLOWING ALTERATIONS TO BE PERFORMED BY ANYONE OTHER THAN US OR OUR REPRESENTATIVES, WE MAY CHARGE YOU FOR OUR REASONABLE COSTS OF REPAIRING OR REPLACING THE RELEVANT HARDWARE.

**4.2 OWNERSHIP OF SOFTWARE & USE:** THE PRODUCT SOFTWARE REMAINS OUR PROPERTY OR THAT OF OUR LICENSE AGENTS AT ALL TIMES. YOU ARE AUTHORIZED TO USE THIS SOFTWARE DURING THE TERM IN ACCORDANCE WITH ANY END-USER LICENCE WHICH WE GIVE YOU NOTICE OF FROM TIME TO TIME. YOU MUST ENSURE COMPLIANCE WITH THE TERMS OF THAT LICENCE BY YOUR EMPLOYEES AND CONTRACTORS. YOU MUST NOT, AND YOU MUST ENSURE THAT YOUR EMPLOYEES AND CONTRACTORS DO NOT REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, CRACK OR OTHERWISE MISUSE THE PRODUCT SOFTWARE, AND YOU WILL USE REASONABLE EFFORTS TO KEEP THE FUNCTIONALITY OF THE PRODUCT SOFTWARE CONFIDENTIAL TO YOU AND YOUR EMPLOYEES AND CONTRACTORS.

**4.3 PRODUCT CHANGES:** WE MAY UPGRADE OR ALTER THE PRODUCT HARDWARE OR PRODUCT SOFTWARE AT ANY TIME.

**4.4 PRODUCT INSTRUCTIONS:** YOU MUST FOLLOW ANY LAWFUL INSTRUCTIONS WE GIVE YOU IN RELATION TO THE USE OF THE PRODUCT HARDWARE OR SOFTWARE.

**4.5 REMOTE ACCESS:** WE MAY REMOTELY ACCESS THE PRODUCT SOFTWARE AT ANY TIME FOR ANY LAWFUL REASON, IN PARTICULAR TO UPDATE THE SOFTWARE OR TO PERFORM SOFTWARE MAINTENANCE.

#### **5 YOUR FULFILMENT OF ORDERS**

**5.1 YOUR OBLIGATIONS TO CUSTOMERS:** YOU MUST ACKNOWLEDGE AND UNDERSTAND THAT ONCE A CUSTOMER HAS PLACED AN ORDER VIA AN ORDER CHANNEL, A CONTRACT FOR THE SUPPLY OF GOODS HAS BEEN CREATED AND YOU ARE OBLIGED TO FULFIL THAT ORDER IN ACCORDANCE WITH THE ORDER DETAILS RECEIVED FROM US. IF YOU DO NOT PREPARE AND DELIVER (IF REQUIRED) AN ORDER YOU RECEIVE, YOU ACKNOWLEDGE THAT YOU ARE IN BREACH OF YOUR AGREEMENT WITH THE CUSTOMER, AND THAT WE MAY TAKE ANY ACTION IF WE SEE FIT (INCLUDING YOU REFUNDING THE CUSTOMER FOR ANY AMOUNT RECEIVED BY US FROM THEM).

**5.2 ACCEPTANCE & REJECTION:** SO THAT WE CAN COMMUNICATE PROMPTLY TO CUSTOMERS THE STATUS OF THEIR ORDER, THE PRODUCT MAY ALLOW YOU TO INDICATE YOUR ACCEPTANCE OR REJECTION OF AN ORDER. YOU WILL USE YOUR BEST EFFORTS TO ACCEPT ALL ORDERS RECEIVED FROM US PROMPTLY DURING YOUR OPENING HOURS. IF YOU ARE UNABLE TO FULFIL ORDERS, YOU MUST PROMPTLY CHANGE YOUR STATUS TO 'OFFLINE' SO CUSTOMERS CANNOT PLACE ORDERS. IF YOU CANNOT FULFIL YOUR OBLIGATION TO THE CUSTOMER IN RESPECT OF ANY ORDER, YOU MUST COMMUNICATE THIS TO US AS SOON AS POSSIBLE SO THAT WE CAN INFORM THE CUSTOMER. NON-COMPLIANCE WITH THIS SECTION MAY LEAD TO YOUR SUSPENSION UNDER SECTION 14,

**5.3 PREPARATION:** THE GOODS FORMING PART OF ANY ORDER WILL BE SUPPLIED FROM THE PREMISES TO WHICH THE ORDER RELATES AND PREPARED UNDER YOUR CONTROL AND WITH ALL REASONABLE CARE AND SKILL, AND OTHERWISE IN ACCORDANCE WITH THE TERMS OF THE RESTAURANT AGREEMENT.

**5.4 CUSTOMER RECEIPTS:** YOU WILL PROVIDE EACH CUSTOMER WITH A RECEIPT (AND A TAX INVOICE, IF APPLICABLE) IN RESPECT OF AN ORDER, IF THE CUSTOMER SO REQUESTS.

**5.5 DELIVERY AND COLLECTION:** UNLESS WE HAVE AGREED OTHERWISE, WE WILL ALLOW CUSTOMERS TO SELECT DELIVERY OR COLLECTION WHEN PLACING THEIR ORDER. IF YOU PROVIDE DELIVERY, YOU WILL USE REASONABLE COMMERCIAL EFFORTS TO DELIVER

OR PROCURE THE DELIVERY OF THE ORDERED GOODS TO THE CUSTOMER PROMPTLY AT THE ADDRESS COMMUNICATED TO YOU BY US. YOU AGREE NOT TO USE ANY MARKETING COLLATERAL CONTAINING LOGOS/BRANDING OF OUR COMPETITORS IN CONNECTION WITH FULFILLING ANY ORDERS RECEIVED VIA THE ORDER CHANNELS (E.G. HOME DELIVERY BAGS, INSULATED FOOD BAGS). YOU MUST ALSO CHECK THAT THE ORDER NUMBER GIVEN BY THE CUSTOMER CORRESPONDS WITH THE ORDER NUMBER RECEIVED BY YOU FROM US. ALL ORDERS WHICH ARE DELIVERED BY YOU SHALL BE;

**5.5.1** PACKED BY YOU IN A MANNER WHICH IS PROPORTIONATE AND SUITABLE FOR DELIVERY AND (WHERE POSSIBLE) SEALED TO AVOID TAMPERING; AND

**5.5.2** CHECKED BY YOU TO ENSURE THE ORDER IS ACCURATE, COMPLETE AND CONTAINS ALL THE GOODS ORDERED BY THE CUSTOMER.

**5.6** IDENTIFICATION CHECKS: IF YOU DELIVER THE GOODS FORMING THE ORDER, YOU WILL USE BEST EFFORTS TO ESTABLISH THAT THE PERSON RECEIVING THEM IS AUTHORIZED TO RECEIVE THE GOODS (FOR EXAMPLE, FOR CARD ORDERS, BY CHECKING THAT THE CUSTOMER'S CREDIT OR DEBIT CARD IS THE SAME AS THE RECEIPT DATA FOR THE ORDER ON COLLECTION OR DELIVERY). IF THE ORDER CONTAINS ALCOHOL, TOBACCO OR OTHER SMOKING PRODUCTS, OR ANY OTHER AGE-RESTRICTED GOODS, YOU MUST REQUEST PROOF OF AGE FROM THE CUSTOMER (IN ACCORDANCE WITH APPLICABLE LAWS) AT THE POINT OF DELIVERY. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT THE CUSTOMER IS OVER THE RELEVANT LEGAL AGE FOR THE PURCHASE OF ANY AGE-RESTRICTED GOODS.

**5.7** COMPLAINTS & COMPENSATION: IF A CUSTOMER COMPLAINS TO US ABOUT ANY ASPECT OF AN ORDER OR YOUR DELIVERY AND WE GIVE YOU DETAILS OF THE COMPLAINT YOU WILL RESPOND TO THE CUSTOMER IN A TIMELY MANNER AND WILL ACT REASONABLY AND COOPERATE WITH US TO ENSURE A PROMPT RESOLUTION. WHERE WE, ACTING REASONABLY, HAVE INCURRED COSTS AS A DIRECT RESULT OF COMPLAINTS ABOUT YOUR GOODS OR DELIVERY SERVICES, PREMISES OR SERVICES (INCLUDING WHERE YOU HAVE REJECTED AN ORDER), YOU WILL BE OBLIGED TO REIMBURSE US FOR THOSE COSTS.

**6 INFORMATION YOU SUPPLY TO US**

**6.1** ACCURACY & COMPLETENESS: YOU MUST SUPPLY US WITH ANY INFORMATION ABOUT YOUR GOODS, YOUR PREMISES OR YOUR BUSINESS ("PARTNER INFORMATION") WHICH WE (ACTING REASONABLY) MAY ASK YOU TO SUPPLY, AND YOU MUST ENSURE THAT SUCH INFORMATION IS ACCURATE. YOU ACKNOWLEDGE THAT YOUR PARTNER INFORMATION (SUCH AS POSTCODE, DELIVERY RADIUS AND OPENING HOURS) AND INFORMATION ABOUT YOUR GOODS WILL BE REPRODUCED VERBATIM FOR DISPLAY TO CUSTOMERS VIA THE ORDER CHANNELS. YOU MUST ENSURE THAT WE ARE SUPPLIED THE PARTNER INFORMATION WHICH IS UP TO DATE AT ALL TIMES.

**6.2** ALLERGEN INFORMATION: YOU ARE RESPONSIBLE FOR PROVIDING US WITH UP TO DATE DETAILS OF ANY ALLERGENS IN THE GOODS OFFERED FOR SALE VIA THE ORDER CHANNELS IN ACCORDANCE WITH APPLICABLE LAWS, AND YOU ACKNOWLEDGE THAT WE WILL REPEAT THE INFORMATION TO YOU TO PROVIDE THE DETAILS ABOUT ALLERGENS VERBATIM ON THE ORDER CHANNELS. WE DO NOT UNDERTAKE TO CHECK AND ARE NOT LIABLE FOR CHECKING THIS INFORMATION ON YOUR BEHALF.

**6.3** ALCOHOL, TOBACCO AND SMOKING PRODUCTS: WITHOUT LIMITING YOUR OBLIGATIONS TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS: (I) IF YOU SELL ALCOHOL PRODUCTS, THE PARTNER INFORMATION PROVIDED BY YOU MUST INCLUDE THE VOLUME AND 'ALCOHOL BY VOLUME' (ABV) OF EACH ALCOHOL PRODUCT OFFERED FOR SALE BY YOU VIA AN ORDER CHANNEL; AND (II) IF YOU SELL TOBACCO OR OTHER SMOKING PRODUCTS, YOU WILL ENSURE THAT THE PARTNER INFORMATION PROVIDED BY YOU, AND ANY IMAGES OF SUCH PRODUCTS PROVIDED BY YOU (IF ANY), COMPLIES WITH ALL APPLICABLE LAWS RELATING TO THE MARKETING, SALE, PACKAGING, LABELLING AND HEALTH INFORMATION THAT IS REQUIRED TO BE DISPLAYED ON OR ACCOMPANYING ANY SUCH PRODUCTS OFFERED FOR SALE BY YOU VIA AN ORDER CHANNEL.

**6.4** OPENING HOURS: YOU MUST KEEP US INFORMED OF YOUR OPENING HOURS, AND IN THE CASE OF SALES OF ALCOHOL PRODUCTS, ANY LICENSING RESTRICTIONS ON THE HOURS DURING WHICH SUCH PRODUCTS CAN BE SOLD IN ACCORDANCE WITH SECTION 12.2 BELOW, AND OF ANY CHANGES TO YOUR OPENING HOURS. IF YOUR OPENING HOURS ARE STATED ON YOUR MENU, WE WILL BE ENTITLED TO TREAT THESE AS THE OPENING HOURS UNLESS YOU GIVE US NOTICE TO THE CONTRARY.

**7 PRICE PROMISES**

RESTAURANT PRICES & DISCOUNTS: UNLESS WE HAVE AGREED OTHERWISE, THE PRICES, DISCOUNTS AND SPECIAL OFFERS YOU PROVIDE IN RESPECT OF YOUR GOODS AND SERVICES THROUGH THE ORDER CHANNELS (INCLUDING ANY DELIVERY CHARGES AND



MINIMUM ORDER VALUES SET BY YOU) MUST BE NO LESS FAVORABLE THAN THOSE OFFERED TO CONSUMERS VIA YOUR OWN ONLINE CHANNELS FOR THE SAME GOODS OR SERVICES, AND YOU MUST ENSURE THAT DETAILS OF ALL PRICES, DISCOUNTS AND SPECIAL OFFERS OFFERED ON YOUR WEBSITE ARE PROMPTLY SUPPLIED TO US SO THAT WHERE WE REASONABLY CAN, WE CAN OFFER THEM TO CUSTOMERS VIA THE ORDER CHANNELS.

**8 OUR CHARGES**

**8.1 GENERAL:** WE WILL CHARGE THE RESTAURANT CHARGES TO YOU IN RESPECT OF PER MONTH \$99 FOR ORDERING ONLINE PLATFORM PER RESTRAUNT AND MK FEE \$0.50 PER MENU ON TOP OF RESTRAUNT STANDARD PRICE.

**8.2 OTHER CHARGES TO YOU:** WE MAY ALSO CHARGE YOU FOR OTHER SERVICES WE HAVE PROVIDED TO YOU (SUCH AS TOP PLACEMENT) OR ADMINISTRATIVE SERVICES (SUCH AS AMENDING MENU ITEMS) AT THE RATES WE GIVE YOU DUE NOTICE OF FROM TIME TO TIME.

**8.3 CHARGES TO CUSTOMERS:** WE MAY LEVY ANY CHARGES TO CUSTOMERS FOR THE SERVICES WE PROVIDE TO THE CUSTOMER (INCLUDING FOR DELIVERY) OR TO COVER THE COSTS TO US OF OPERATING OUR OWN BUSINESS, AS WE SEE FIT.

**9 PAYMENTS FROM CUSTOMERS**

**9.1 RECEIPT OF PAYMENT:** WHERE A CUSTOMER HAS CHOSEN TO PLACE A CARD ORDER, WE WILL RECEIVE PAYMENT FROM CUSTOMERS IN RESPECT OF THE GROSS ORDER VALUE OF CARD ORDERS. THE GROSS ORDER VALUE LESS THE AMOUNT OF THE RESTAURANT CHARGES AND ANY OTHER SUMS DUE TO US UNDER THE RESTAURANT AGREEMENT OR OTHERWISE, WILL BE HELD BY US ON YOUR BEHALF UNTIL THEY ARE PAYABLE TO YOU IN ACCORDANCE WITH SECTION 9.2 BELOW.

**9.2 AUTHORIZATION:** YOU IRREVOCABLY AUTHORIZE US TO ACT AS YOUR AGENT TO ACCEPT, RECEIVE, AND HOLD THE AMOUNTS REFERRED TO ABOVE ON YOUR BEHALF, AND YOU AUTHORIZE US TO NOTIFY THIRD-PARTIES (INCLUDING CUSTOMERS) THAT WE ARE SO AUTHORIZED. A CUSTOMER'S PAYMENT THROUGH AN ORDER CHANNEL WILL DISCHARGE ANY PAYMENT OBLIGATION OF THAT CUSTOMER TO YOU FOR THOSE AMOUNTS.

**10 PAYMENTS FROM US & FROM YOU**

**10.1 STATEMENTS:** 3 DAY TO WEEK, WE WILL PROVIDE A STATEMENT OF OUTSTANDING ACCOUNTS BETWEEN YOU AND US (A "STATEMENT") RELATING TO THE PREVIOUS WEEKLY PERIOD. THE STATEMENT WILL INCLUDE:

**10.1.1** THE AGGREGATE GROSS ORDER VALUE OF ALL ORDERS FOR THE RELEVANT PERIOD, SPLIT BETWEEN CASH ORDERS AND CARD ORDERS;

**10.1.2** ANY SUMS OWED BY YOU TO US FOR THE RELEVANT PERIOD. THESE MAY INCLUDE AMOUNTS IN RELATION TO RESTAURANT CHARGES OR THE PRODUCT, CHARGES FOR TOP PLACEMENT, DELIVERY SERVICES OR OTHER SERVICES PROVIDED TO YOU BY US, OR ANY OTHER AMOUNTS WHICH WE HAVE GIVEN YOU DUE NOTICE ARE CHARGEABLE TO YOU IN ACCORDANCE WITH THE RESTAURANT AGREEMENT; AND

**10.1.3** ANY BALANCE BROUGHT FORWARD FROM, AND ANY AMOUNTS PAID OR RECEIVED BY US SINCE THE DATE OF THE PREVIOUS STATEMENT.

**10.2 PAYMENTS TO YOU:** SUBJECT TO SECTIONS 10.3 AND 10.4, ANY AMOUNTS WE HOLD ON YOUR BEHALF AFTER DEDUCTION OF ANY SUMS OWED BY YOU TO US WILL BE PAID TO YOU PRIOR TO THE NEXT STATEMENT DATE.

**10.3 PAYMENTS FROM YOU:** IF ANY AMOUNT IS OWED BY YOU TO US ACCORDING TO ANY STATEMENT, THE STATEMENT WILL FUNCTION AS OUR INVOICE TO YOU, AND THE AMOUNT WILL BE DUE ON THE DATE OF THE INVOICE, AND PAYABLE BY YOU WITHIN 7 DAYS. WE MAY CHARGE YOU INTEREST, AT THE NSW SUPREME COURT POST JUDGEMENT INTEREST RATE ON ANY UNPAID AMOUNT AS FROM THE PAYMENT DUE DATE UNTIL THE EARLIER OF THE DATE THAT THE AMOUNT IS SET OFF OR THE AMOUNT IS RECEIVED BY US. WE MAY ALSO ASK YOU TO PAY, AND YOU WILL BE LIABLE FOR, ANY COSTS REASONABLY INCURRED IN CONNECTION WITH THE SETTLING OR RECOVERING OF ANY OVERDUE PAYMENT, AND WE MAY SET OFF SUCH COSTS AND ANY INTEREST ON ANY UNPAID AMOUNT IN ACCORDANCE WITH SECTION 10.4.

**10.4 WITHHOLDING & SET OFF:** WE ARE ENTITLED TO SET OFF ANY AMOUNTS OWED TO US BY YOU AGAINST ANY AMOUNT OWED TO YOU BY US AT ANY TIME. WE MAY ALSO MAKE WITHHOLDINGS FROM AMOUNTS WE HOLD ON YOUR BEHALF IN RESPECT OF I) ANY CHARGEBACKS (AND ASSOCIATED COSTS AND EXPENSES), AND/OR II) ANY OTHER COST OR EXPENSE WHICH WE INCUR OR REASONABLY EXPECT TO INCUR AS A RESULT OF A BREACH BY YOU OF THE RESTAURANT AGREEMENT ("WITHHOLDINGS"). WE MAY ALSO MAKE WITHHOLDINGS FROM ANY AMOUNTS WE HOLD ON YOUR BEHALF WHERE WE ARE, OR HAVE NOTICE THAT WE MAY BE, ORDERED TO DO SO BY A COMPETENT AUTHORITY. IF WE MAKE ANY WITHHOLDINGS, WE WILL DO ONLY FOR SO LONG AS IS REASONABLE, AND (IF APPLICABLE) WE WILL MAKE A CREDIT TO YOU IN THE NEXT STATEMENT AFTER IT BECOMES CLEAR THAT WE WILL NOT INCUR ANY LIABILITY IN RESPECT OF IT.

**10.5 CARD-ONLY:** FOLLOWING ANY STATEMENT PERIOD WHEN THE AGGREGATE GROSS ORDER VALUE OF CARD ORDERS IS NOT MORE THAN THE AGGREGATE OF ANY AMOUNTS OWED BY YOU TO US (INCLUDING ANY AMOUNTS RELATING TO RESTAURANT CHARGES FOR CASH ORDERS) OVER THE SAME PERIOD, WE MAY CEASE TO ACCEPT AND CONCLUDE AGREEMENTS FOR CASH ORDERS AND ONLY ACCEPT AND CONCLUDE AGREEMENTS FOR CARD ORDERS UNTIL YOU NO LONGER OWE MONEY TO US. FURTHER, WE MAY AT OUR DISCRETION AND ACTING REASONABLY, NOTIFY YOU THAT WE CEASE TO ACCEPT AND CONCLUDE CASH ORDERS FROM YOU AT ANY TIME.

**10.6 DISPUTED STATEMENTS:** IF YOU DISAGREE WITH ANY STATEMENT, YOU MUST GIVE US NOTICE WITHIN 14 DAYS OF THE DELIVERY OF THE STATEMENT SETTING OUT IN DETAIL YOUR REASONS FOR THE DISAGREEMENT. IF YOU DO NOT DO THIS, WE RESERVE THE RIGHT TO TREAT THE RELEVANT STATEMENT AS HAVING BEEN ACCEPTED.

**10.7 REFUNDS:** YOU UNDERSTAND THAT WE ARE NOT UNDER ANY OBLIGATION TO MAKE REFUNDS OF ANY AMOUNTS YOU HAVE PAID TO US IN RESPECT OF THE SERVICE OR ANY ANCILLARY OR RELATED SERVICES (INCLUDING PAYMENTS IN RELATION TO THE PRODUCT OR IN RELATION TO TOP PLACEMENT).

## **11 YOUR AUTHORITY & CHANGES TO RESTAURANT PROPRIETORSHIP**

**11.1 AUTHORITY TO DEAL WITH US:** UNLESS WE HAVE AGREED OTHERWISE IN WRITING, WE ARE AUTHORIZED TO TAKE INSTRUCTIONS IN RESPECT OF YOUR ACCOUNT FROM, AND PROVIDE INFORMATION ABOUT YOUR ACCOUNT TO, THE PERSON WHO SIGNED THE RESTAURANT AGREEMENT, ANY PERSON WHO APPEARS TO US TO BE EMPLOYED BY THAT PERSON OR BY THE RESTAURANT AND ANY OTHER PERSON WHO WE (ACTING REASONABLY) ARE SATISFIED HAS AUTHORITY TO ACT ON YOUR BEHALF. YOU WILL PROMPTLY PROVIDE US WITH ANY INFORMATION OR EVIDENCE WE MAY REQUEST FOR THE PURPOSE OF PROVING OWNERSHIP OF THE RESTAURANT OR ITS BUSINESS OR PREMISES.

**11.2 FRANCHISES:** WE WILL NOT BE LIABLE TO YOU IF WE, ACTING REASONABLY, DECLINE TO PROVIDE ANY ASPECT OF THE SERVICES OR RELATED SERVICES, OR DECLINE TO ACT ON YOUR INSTRUCTIONS BECAUSE WE ARE ON NOTICE FROM ANY PERSON WHO WE HAVE REASON TO BELIEVE IS YOUR DULY AUTHORIZED FRANCHISER THAT TO DO SO WOULD BREACH ANY AGREEMENT MADE BETWEEN YOU AND THAT FRANCHISER. YOU HEREBY EXPRESSLY CONSENT TO US TRANSMITTING AND SHARING DATA (INCLUDING ORDER DATA BUT EXCLUDING PERSONAL DATA) WITH YOUR FRANCHISER UPON THEIR WRITTEN REQUEST TO US AT ANY TIME.

**11.3 CHANGES TO PROPRIETORSHIP:** IF YOU CEASE TO OPERATE YOUR BUSINESS, OR YOU GIVE SOMEONE ELSE THE RIGHT TO OPERATE YOUR BUSINESS (WHETHER PERMANENTLY OR TEMPORARILY) YOU MUST GIVE US WRITTEN NOTICE AS SOON AS POSSIBLE. IF WE RECEIVE NOTICE OF A CHANGE TO THE PROPRIETORSHIP OF YOUR BUSINESS, OR OTHER IMPORTANT DETAILS RELATING TO YOUR BUSINESS (FOR EXAMPLE A CHANGE OF NAME, OR A CHANGE TO THE ACCOUNT TO WHICH PAYMENTS TO YOU ARE MADE) FROM SOMEONE OTHER THAN YOU AND WHO APPEARS TO US TO BE AUTHORIZED BY YOU, THEN WE WILL MAKE REASONABLE EFFORTS TO CONTACT YOU. YOU ACKNOWLEDGE THAT IF YOU DON'T RESPOND, OR IF YOU DON'T GIVE US THE NOTICE REFERRED TO IN THE FIRST SENTENCE OF THIS SECTION, WE MAY TERMINATE THIS RESTAURANT AGREEMENT WITHOUT FURTHER NOTICE TO YOU.

## **12 CONSENTS & COMPLIANCE WITH LAWS**

**12.1 COMPLIANCE WITH LAWS:** YOU WARRANT, REPRESENT AND UNDERTAKE TO US THAT YOU, AND ANY CONTRACTORS YOU USE IN CONNECTION WITH THE PREPARATION OR DELIVERY OF ORDERS WILL COMPLY AT ALL TIMES WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR (BUT WITHOUT LIMITATION) IN RELATION TO HEALTH AND SAFETY, GST, DATA PROTECTION, FOOD STANDARDS, HYGIENE AND INFORMATION, AND THE SALE OF REGULATED PRODUCTS, AND WILL PROVIDE REASONABLE EVIDENCE TO US OF COMPLIANCE UPON REQUEST.

**12.2 LICENSES & CONSENTS:** YOU WARRANT, REPRESENT AND UNDERTAKE TO US THAT YOU HAVE AND WILL MAINTAIN, AND WILL ENSURE THAT YOUR CONTRACTORS HAVE AND WILL MAINTAIN, ON SIGNATURE AND THROUGHOUT THE TERM OF THE RESTAURANT AGREEMENT, ANY CONSENTS, LICENSES, PERMISSIONS, APPROVALS OR AUTHORIZATIONS ("CONSENTS") (INCLUDING FROM ANY FRANCHISER) REQUIRED IN CONNECTION WITH ENTERING INTO THE RESTAURANT AGREEMENT AND YOUR PERFORMANCE OF YOUR OBLIGATIONS UNDER IT, AND YOU WILL, AND WILL ENSURE THAT YOUR CONTRACTORS WILL, COMPLY AT ALL TIMES WITH THE TERMS OF SUCH CONSENTS. IF YOU SELL ALCOHOL YOU WILL ALSO INFORM US OF ANY RESTRICTIONS OR CONDITIONS OF YOUR LICENSES THAT WOULD NEED TO BE MANAGED THROUGH AN ORDER CHANNEL SUCH AS ANY RESTRICTIONS OF THE TIMES AT WHICH ALCOHOLIC PRODUCTS CAN BE MADE AVAILABLE FOR SALE. YOU ARE NOT PARTY TO AND WILL NOT ENTER INTO ANY AGREEMENT WHICH WOULD BE BREACHED BY, OR UNDER WHICH ANY DEFAULT WOULD OCCUR AS A CONSEQUENCE OF BECOMING A PARTY TO THE RESTAURANT AGREEMENT. IF YOU ARE A FRANCHISEE, YOU WARRANT TO US THAT YOU HAVE OBTAINED ALL NECESSARY CONSENTS FROM YOUR FRANCHISER IN RESPECT OF YOUR ENTRY INTO THE RESTAURANT AGREEMENT AND THAT YOU HAVE GIVEN NOTICE TO YOUR FRANCHISER THAT YOU HAVE ENTERED INTO THE RESTAURANT AGREEMENT. YOU WILL NOTIFY US IMMEDIATELY IF ANY CONSENT IS REVOKED OR SUSPENDED, LAPSES, OR YOU OTHERWISE CEASE TO BE ABLE TO RELY ON OR BENEFIT FROM ANY SUCH CONSENT FOR ANY REASON.

**12.3 DATA PROTECTION RELATING TO YOU:** IF YOU ARE AN INDIVIDUAL OR A PARTNERSHIP OR IF OTHERWISE DATA ABOUT YOU IS SUBJECT TO DATA PROTECTION LAW THEN THE MANNER WE PROCESS DATA ABOUT YOU IS SET OUT IN OUR RESTAURANT PRIVACY POLICY.

**12.4: DATA PROTECTION IN RELATION TO CUSTOMERS:** WE MAY SHARE CUSTOMER PERSONAL DATA WITH YOU IN THE PERFORMANCE OF OUR OBLIGATIONS UNDER THE RESTAURANT AGREEMENT. THE PERSONAL DATA PROCESSED UNDER THE RESTAURANT AGREEMENT ARE DESCRIBED IN THIS SECTION. YOU WARRANT THAT YOU WILL COMPLY AT ALL TIMES WITH APPLICABLE DATA PROTECTION LEGISLATION, AND YOU WILL MAINTAIN APPROPRIATE MEASURES TO ENSURE THAT THE RIGHTS OF THE PEOPLE TO WHOM THE PERSONAL DATA RELATES ARE PROTECTED. YOU WILL ALSO IMPLEMENT AND MAINTAIN APPROPRIATE TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE A LEVEL OF SECURITY APPROPRIATE TO THE RISKS PRESENTED BY YOUR PROCESSING OF THE PERSONAL DATA, AND YOU MUST NOT TRANSFER ANY PERSONAL DATA OUTSIDE OF AUSTRALIA WITHOUT OUR CONSENT. IF YOU PROCESS ANY PERSONAL DATA PURSUANT TO THE RESTAURANT AGREEMENT YOU WILL FOLLOW ANY INSTRUCTIONS WE GIVE YOU IN RESPECT OF THAT DATA, WHICH MAY INCLUDE ACTIVITIES THAT ASSIST AND ENABLE US TO COMPLY WITH OUR OBLIGATIONS UNDER APPLICABLE DATA PROTECTION LAWS, AND YOU WILL IMMEDIATELY NOTIFY US ON BECOMING AWARE OF ANY ACTUAL OR POSSIBLE BREACH OF THIS SECTION. YOU WILL INDEMNIFY US FOR ANY LOSS, DAMAGE, DISPUTE OR THIRD-PARTY CLAIM INCURRED BY US AS A RESULT OF YOUR BREACH OF THIS SECTION 12.4.

**12.5 TAXES:** YOU ARE SOLELY RESPONSIBLE FOR SELF-ASSESSING, CLAIMING AND REMITTING ALL APPLICABLE TAXES.

**12.6 INSPECTIONS:** WE MAY, AT OUR COST, INSPECT YOUR PREMISES AND YOUR BUSINESS RECORDS ON NO LESS THAN 24 HOURS' NOTICE SO THAT WE CAN AUDIT YOUR COMPLIANCE WITH THIS SECTION 12.

### **13 REVIEWS**

WE MAY DISPLAY ON THE ORDER CHANNELS RATINGS AND COMMENTS ("REVIEWS") PROVIDED BY CUSTOMERS REGARDING THE RESTAURANT OR AN ORDER. WE ASSUME NO RESPONSIBILITY OR LIABILITY TO YOU FOR ANY REVIEWS, AND WE ARE NOT UNDER ANY OBLIGATION TO YOU TO REMOVE OR EDIT ANY REVIEWS. YOU WILL NOT YOURSELF POST OR CAUSE ANY OTHER PARTY TO POST ANY REVIEWS ABOUT YOUR OWN RESTAURANT THAT ARE MISLEADING, DECEPTIVE, FRAUDULENT OR WHICH OTHERWISE BREACH ANY GUIDELINES FOR REVIEWS PUBLISHED BY US.

### **14 SUSPENSIONS OF SERVICES**

IF WE (ACTING REASONABLY) BELIEVE THAT YOU ARE IN DEFAULT OF YOUR OBLIGATIONS UNDER THE RESTAURANT AGREEMENT OR OTHERWISE ARE OPERATING YOUR BUSINESS IN A MANNER WHICH IS HARMFUL TO OUR BUSINESS, GOODWILL OR REPUTATION THEN WITHOUT LIMITING OUR OTHER RIGHTS OR REMEDIES, WE MAY AT ANY TIME SUSPEND PROVISION OF THE SERVICES UNDER THE RESTAURANT AGREEMENT (INCLUDING BY SUSPENDING YOUR PROFILE ON ANY ORDER CHANNEL AND CEASING TO CONCLUDE THE SALE OF YOUR GOODS VIA ANY ORDER CHANNEL) OR ANY OTHER SERVICES THAT WE PROVIDE TO YOU WITHOUT LIABILITY TO YOU. IF YOU OPERATE MORE THAN ONE PREMISES, WE ARE ENTITLED TO INVOKE THIS SECTION IN RESPECT OF ONLY ONE PREMISES OR ALL OF THEM, AT OUR REASONABLE DISCRETION.

## 15 TERM & TERMINATION

**15.1 TERM:** SUBJECT TO SECTIONS 15.2 AND 15.3, THE RESTAURANT AGREEMENT COMES INTO FORCE WHEN EXECUTED BY YOU AND HAS AN INITIAL TERM OF TWELVE MONTHS. THEREAFTER, IT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE TWELVE-MONTH PERIODS UNLESS TERMINATED IN ACCORDANCE WITH ITS TERMS.

**15.2 TERMINATION:** YOU CAN TERMINATE THE RESTAURANT AGREEMENT BY GIVING US 30 DAYS' NOTICE AT ANY TIME. IF YOU ARE IN BREACH OF THE RESTAURANT AGREEMENT, HAVE HAD SERVICES SUSPENDED UNDER SECTION 14 OR SUFFERED AN INSOLVENCY EVENT, WE CAN TERMINATE THIS AGREEMENT IMMEDIATELY ON NOTICE TO YOU. OTHERWISE, WE CAN TERMINATE THE RESTAURANT AGREEMENT BY GIVING YOU UP TO 30 DAYS' NOTICE (BUT NOT LESS THAN REASONABLE NOTICE) AT ANY TIME.

**15.3 AUTOMATIC TERMINATION:** FOLLOWING EXECUTION OF THE RESTAURANT AGREEMENT, WE MAY REQUIRE YOU TO PROVIDE INFORMATION OR EXECUTE FURTHER DOCUMENTS FOR THE PURPOSE OF ON-BOARDING THE RESTAURANT OR OTHER COMPLIANCE PURPOSES. YOU UNDERSTAND THAT IF YOU CANNOT COMPLY WITH OUR REASONABLE REQUIREMENTS WITHIN 60 DAYS OF EXECUTION, AND AS A RESULT THE RESTAURANT DOES NOT GO ONLINE ON THE WEBSITE WITHIN THAT PERIOD, THE RESTAURANT AGREEMENT WILL AUTOMATICALLY TERMINATE ON THE LAST DAY OF THAT PERIOD.

**15.4 OBLIGATIONS AT THE END OF THE TERM:** AT THE END OF THE TERM, WE WILL REMOVE OR DISABLE THE RESTAURANT'S PROFILE ON THE ORDER CHANNELS REASONABLY PROMPTLY. BOTH YOU AND WE WILL ALSO PROMPTLY STOP USING EACH OTHER INTELLECTUAL PROPERTY BOTH ONLINE AND OFFLINE (FOR EXAMPLE, YOU WILL REMOVE ANY LINKS TO THE WEBSITE WHICH MAY EXIST ON YOUR OWN WEBSITE). WE WILL PROMPTLY CEASE TO PERFORM THE OBLIGATIONS IN SECTION 3.4 AND USE REASONABLE EFFORTS TO PROCURE THAT ANY AFFILIATE PERFORMING SIMILAR FUNCTIONS ON OUR BEHALF CEASES TO DO SO, AND (IF APPLICABLE) WE WILL SHUT DOWN ANY ORDER CHANNEL IN OUR CONTROL WHICH LINKS TO YOUR WEBSITE. CACHED VERSIONS OF SUCH ORDER CHANNELS MAY CONTINUE TO EXIST IN THE WEB BROWSERS AND WEB SERVERS OF SEARCH ENGINES AND CUSTOMERS FOLLOWING SUCH TERMINATION. WE WILL NOT HAVE ANY LIABILITY TO YOU IN CONNECTION WITH THESE MATTERS TO THE EXTENT THAT THEY LIE OUTSIDE OF OUR CONTROL.

**15.5 SURVIVAL OF CERTAIN RIGHTS & OBLIGATIONS:** THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RESTAURANT AGREEMENT WHICH ARE EXPRESSED TO CONTINUE BEYOND TERMINATION OR EXPIRY OF THIS RESTAURANT AGREEMENT WILL SURVIVE ITS TERMINATION OR EXPIRY.

## 16 LIMITATION OF LIABILITY & INDEMNITY

**16.1 GENERAL EXCLUSION:** NOTHING IN THE RESTAURANT AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY ITS OWN NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR FRAUD OR FRAUDULENT MISREPRESENTATION; OR BREACH OF ANY TERM IMPLIED BY ANY STATUTE OR ANY LIABILITY WHICH (IN EACH CASE) CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

**16.2 EXCLUSION OF OUR LIABILITY:** SUBJECT TO SECTION 16.1, WE ARE NOT LIABLE TO YOU WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR: (A) ANY SPECIAL DAMAGES, ANY LOSS OF GOODWILL, REPUTATION, BUSINESS, PROFITS, DATA, ACTUAL OR ANTICIPATED INCOME OR PROFITS OR LOSS OF CONTRACT OR ANY INDIRECT OR CONSEQUENTIAL LOSSES; AND (B) ANY DAMAGES, COSTS, DIRECT OR INDIRECT LOSSES WHICH RELATE TO FAULTS, BREAKDOWNS OR OTHER INTERRUPTIONS TO THE ABILITY OF CUSTOMERS TO PLACE ORDERS FOR ANY REASON WHATSOEVER;

**16.3 LIMITATION OF OUR LIABILITY:** SUBJECT ALWAYS TO SECTION 16.2, OUR TOTAL LIABILITY TO YOU IN RESPECT OF ANY LOSSES ARISING UNDER OR IN CONNECTION WITH THE RESTAURANT AGREEMENT HOWSOEVER CAUSED IS LIMITED TO AN AMOUNT EQUAL TO AN AMOUNT OF MONEY HELD BY US ON YOUR BEHALF AS AT THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

**16.4 FORCE MAJEURE:** WE WILL NOT BE LIABLE TO YOU AS A RESULT OF ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS UNDER THE RESTAURANT AGREEMENT CAUSED BY ANY EVENT OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.

**16.5 INDEMNITY:** YOU WILL INDEMNIFY US AGAINST: ANY CHARGES (INCLUDING CHARGEBACKS), LOSSES, DAMAGES OR CLAIMS (AND ALL RELATED COSTS) MADE OR LEVIED AGAINST US BY A CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH A BREACH BY YOU OF THE RESTAURANT AGREEMENT AND/OR ANY APPLICABLE LAWS, RULES AND REGULATIONS IN FORCE AT THE RELEVANT TIME; AND ANY LOSSES, DAMAGES OR CLAIMS (AND ALL RELATED COSTS) RESULTING FROM A THIRD-PARTY CLAIM AGAINST US RELATING TO A

VIOLATION OF THE THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS

WHERE WE HAVE USED A BRAND NAME, LOGO OR RELATED INTELLECTUAL PROPERTY IN ACCORDANCE WITH THE RESTAURANT AGREEMENT.

## 17 OTHER MATTERS

**17.1 ENTIRE AGREEMENT:** SAVE AS SET OUT IN SECTION 1, THE RESTAURANT AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND EXTINGUISHES ALL PREVIOUS DRAFTS, AGREEMENTS, ARRANGEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL, RELATING TO ITS SUBJECT MATTER, AND NEITHER PARTY WILL HAVE ANY CLAIM FOR INNOCENT OR NEGLIGENT MISSTATEMENT BASED UPON ANY STATEMENT IN THE RESTAURANT AGREEMENT.

**17.2 ASSIGNMENT ETC. BY US:** WE ARE ENTITLED TO ASSIGN, TRANSFER OR SUB-CONTRACT ALL OR ANY OF OUR RIGHTS AND OBLIGATIONS UNDER THE RESTAURANT AGREEMENT TO ANY ENTITY WHICH IS AT LEAST 50% OWNED OR IS CONTROLLED BY US, OR WHICH DIRECTLY OR INDIRECTLY CONTROLS US, OR WHICH IS OWNED (DIRECTLY OR INDIRECTLY) BY ANY ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS US, OR TO ANY OTHER THIRD-PARTY WHICH OWES US AT LEAST EQUIVALENT OBLIGATIONS AS WE OWE TO YOU UNDER THIS AGREEMENT.

**17.3 ASSIGNMENT ETC. BY YOU:** YOU ARE ENTITLED TO ASSIGN, TRANSFER, CHARGE, OR SUB-CONTRACT ALL OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THE RESTAURANT AGREEMENT ONLY WITH OUR PRIOR CONSENT IN WRITING.

**17.4 CONFIDENTIALITY:** THE TERMS OF THIS RESTAURANT AGREEMENT (INCLUDING THE RESTAURANT CHARGES), AND ANY INFORMATION RECEIVED PURSUANT TO THE RESTAURANT AGREEMENT BY ONE PARTY ABOUT THE OTHER WHICH IS NOT IN THE PUBLIC DOMAIN IS CONFIDENTIAL AND WILL NOT BE DISCLOSED DURING THE TERM OF THE RESTAURANT AGREEMENT OR AT ANY TIME THEREAFTER SAVE AS REQUIRED BY LAW.

**17.5 SEVER-ABILITY:** IF ANY OF THE TERMS OR CONDITIONS OF THE RESTAURANT AGREEMENT ARE DECLARED WHOLLY OR PARTLY INVALID, ILLEGAL OR UNENFORCEABLE, THE REMAINDER OF THE RESTAURANT AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND ANY WHOLLY OR PARTLY INVALID TERM OR CONDITION WILL BE DEEMED MODIFIED TO THE MINIMUM EXTENT POSSIBLE TO MAKE IT VALID, LEGAL AND ENFORCEABLE.

**17.6 IT IS AGREED BY THE PARTIES THAT,** NOTWITHSTANDING THE USE OF THE WORDS "WRITING," "EXECUTION," "SIGNED," "SIGNATURE," OR OTHER SIMILAR WORDS, THE PARTIES INTEND THAT THE USE OF AN ELECTRONIC SIGNATURES AND THE KEEPING OF RECORDS IN ELECTRONIC FORM BE GRANTED THE SAME LEGAL EFFECT, VALIDITY OR ENFORCE-ABILITY AS A SIGNATURE AFFIXED BY HAND OR THE USE OF A PAPER-BASED RECORD KEEPING SYSTEM (AS THE CASE MIGHT BE) TO THE EXTENT AND AS PROVIDED FOR IN ANY APPLICABLE LAW INCLUDING ELECTRONIC TRANSACTIONS ACT 2000 (NSW), OR ANY OTHER SIMILAR LAWS.

**17.7 GOVERNING LAW & JURISDICTION:** THE RESTAURANT AGREEMENT AND ANY DISPUTE OR CLAIM ARISING OUT OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING ANY DISPUTE OR CLAIM RELATING TO NON-CONTRACTUAL OBLIGATIONS) IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW SOUTH WALES. THE COURTS OF NEW SOUTH WALES HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM (INCLUDING ANY DISPUTE OR CLAIM RELATING TO NON-CONTRACTUAL OBLIGATIONS) ARISING IN CONNECTION WITH THE RESTAURANT AGREEMENT.

**17.8 DISPUTE RESOLUTION:** THE PARTIES WILL ATTEMPT TO RESOLVE DISPUTES SPEEDILY BY NEGOTIATION IN GOOD FAITH. SENIOR PERSONNEL NOMINATED BY EACH PARTY WILL ATTEMPT TO RESOLVE THE DISPUTE. IF AFTER TWENTY (20) BUSINESS DAYS THE DISPUTE IS NOT RESOLVED THE PARTIES SHALL REFER THE DISPUTE TO THE RESOLUTION INSTITUTE, (ACN 008 651 232) FOR FACILITATION OF A MEDIATION IN ACCORDANCE WITH THEIR MEDIATION RULES. NO COURT OR OTHER ARBITRATION PROCEEDING MAY BE COMMENCED, OTHER THAN AN ACTION SEEKING URGENT INTERLOCUTORY OR OTHER EQUITABLE RELIEF WITHOUT FIRST COMPLYING WITH THE PROVISIONS OF THIS SECTION 17.8

## PART 3 - DELIVERY TERMS

**THESE DELIVERY TERMS** ARE FORM PART OF AND ARE GOVERNED BY THE TERMS OF THE RESTAURANT AGREEMENT ENTERED INTO BETWEEN THE PARTIES AND SET OUT THE TERMS AND CONDITIONS APPLICABLE TO **ORDERING** PROVIDING DELIVERY SERVICES TO THE RESTAURANT (AND IF APPLICABLE, ITS FRANCHISEES AND LICENSEES) ("DELIVERY TERMS"). WHERE THERE IS ANY CONFLICT BETWEEN THESE DELIVERY TERMS AND THE RESTAURANT AGREEMENT, THESE DELIVERY TERMS SHALL PREVAIL.

**PART 3A. OVERVIEW OF KEY TERMS AND  
DEFINITIONS**

<b>Delivery Partner</b>	<ul style="list-style-type: none"> <li>means either i) us or ii) one or more third parties (including independent contractors) selected by us who may provide Delivery Services</li> </ul>
<b>Delivery Services</b>	<ul style="list-style-type: none"> <li>means a service provided by us via a Delivery Partner to collect and deliver goods forming the Order from the Premises to the delivery address communicated to us by the Customer</li> </ul>
<b>Pick-up Time</b>	<ul style="list-style-type: none"> <li>means the time which is agreed between you and us via the Product for a Delivery Partner to collect an Order from the Premises</li> </ul>

**PART 3B. DELIVERY TERMS**

**BACKGROUND**

THIS PART 3 APPLIES WHERE WE HAVE AGREED TO PROVIDE YOU WITH DELIVERY SERVICES USING A DELIVERY PARTNER IN ACCORDANCE WITH THESE DELIVERY TERMS.

**1. ML RIGHTS AND OBLIGATIONS**

WHERE WE ARE PROVIDING DELIVERY SERVICES, WE:

- A) WILL USE COMMERCIALY REASONABLE EFFORTS TO DELIVER THE ORDER FROM THE PREMISES TO THE DELIVERY ADDRESS COMMUNICATED TO US VIA THE ORDER CHANNEL BY THE CUSTOMER;
- B) MAY CHARGE EACH CUSTOMER A FEE ON A PER ORDER BASIS FOR DELIVERY SERVICES (WHICH WE MAY VARY FROM TIME TO TIME);
- C) WILL TRANSMIT DETAILS OF THE ORDER REQUIRING DELIVERY SERVICES TO A DELIVERY PARTNER;
- D) RESERVE THE RIGHT TO SET A MINIMUM ORDER VALUE BEFORE ANY ORDERS USING OUR DELIVERY SERVICES ARE PROCESSED AND ACCEPTED;
- E) MAY RECHARGE YOU THE RELEVANT COMMISSION FEE IF THE DELIVERY PARTNER IS REQUIRED TO MAKE MULTIPLE DELIVERY ATTEMPTS DUE TO YOUR FAILURE TO INCLUDE THE CORRECT ITEMS IN THE ORDERS;
- F) MAY SUSPEND OR CEASE TO PROVIDE DELIVERY SERVICES ON REASONABLE NOTICE IF I) YOU FREQUENTLY INCUR DELAY FEES AND/OR II) YOU DO NOT COMPLY WITH ANY REASONABLE RULES OR GUIDELINES RELATING TO ORDERS FOR DELIVERY WHICH WE MAY GIVE YOU NOTICE OF FROM TIME TO TIME.

**2. RESTAURANT OBLIGATIONS**

WHERE WE ARE PROVIDING DELIVERY SERVICES FOR YOU, YOU SHALL:

- A) ENSURE ALL ORDERS ARE CARD ORDERS ONLY;
- B) PREPARE THE GOODS WHICH HAVE BEEN REQUESTED IN THE ORDER SO THEY ARE READY FOR COLLECTION BY THE DELIVERY PARTNER AT THE AGREED PICK-UP TIME. WHERE YOU ARE LATE IN PROVIDING THE GOODS TO THE DELIVERY PARTNER BY I) MORE THAN 5 MINUTES FROM THE PICK-UP TIME WE MAY CHARGE YOU A FEE OF \$0.35 PER MINUTE UNTIL THE GOODS ARE PROVIDED TO THE DELIVERY PARTNER AND II) MORE THAN 10 MINUTES FROM THE PICK-UP TIME WE MAY CHARGE YOU AN ADDITIONAL FEE OF \$10 (TOGETHER THE "DELAY FEE");
- C) USE PACKAGING WHICH IS PROPORTIONATE AND SUITABLE FOR DELIVERY AND (WHERE POSSIBLE) SEALED TO AVOID TAMPERING;
- D) CHECK EACH ORDER TO ENSURE IT IS ACCURATE, COMPLETE AND CONTAINS ALL THE GOODS ORDERED BY THE CUSTOMER VIA THE ORDER CHANNEL;
- E) ENSURE THE ORDER NUMBER YOU HOLD CORRESPONDS WITH THE ORDER NUMBER PRESENTED BY THE DELIVERY PARTNER.

**3. CHARGES AND INVOICING**

IN RESPECT OF EACH ORDER COLLECTED AND DELIVERED USING DELIVERY SERVICES, YOU SHALL PAY US THE RELEVANT COMMISSION FEE SET OUT IN PART 1 AND ANY DELAY FEE(S) WHICH MAY APPLY. THIS SHALL BE INCLUDED IN EACH STATEMENT AND BE GOVERNED BY SECTION 10 OF PART 2 OF THE RESTAURANT AGREEMENT.

**4. LIABILITY**

YOUR INDEMNITY OBLIGATIONS AT SECTION 16 OF PART 2 OF THE RESTAURANT AGREEMENT WILL INCLUDE ANY CLAIMS MADE BY US OR A DELIVERY PARTNER DUE TO A BREACH OF YOUR OBLIGATIONS AND RESPONSIBILITIES UNDER THESE DELIVERY TERMS.

<b>:Signed for and on behalf of JJeatsonline</b>	<b>:Signed for and on behalf of the Restaurant</b>
.....	.....
<b>Print Name: Aphichat Rintara</b>	<b>Print Name:</b>
<b>Title: director</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>