

# TERMS AND SERVICE

## 1. INTRODUCTION

Welcome to My Food Order (the "Website"). The Website and any and all entities that control, are controlled by, or are affiliated or under common control with the website, are collectively referred to herein as "we," "us" or "our." "You," or "your," refers to you, a registered user of our Website. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND THE WEBSITE. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CONTINUING YOUR REGISTRATION ON THE WEBSITE. BY CLICKING ON THE BOX ADJACENT TO "I have read and agreed with the terms and conditions Required" AND SELECTING "Register", YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON "Register" AND DISCONTINUE YOUR REGISTRATION. YOU AGREE THAT BY USING THE SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

We reserve the right, in our sole discretion, to change, modify, add or delete portions of this Agreement at any time. Any changes will be advised accordingly via email.

## 2. PRIVACY

Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices. The terms and conditions of our Privacy Policy are incorporated herein and made a part of this Agreement.

## 3. CONSIDERATION

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, the mutual promises herein,

*your use of the Website and receipt of data, materials and information available at or through the Website.*

#### **4. FORCE MAJUERE**

*My Food Order will not be liable for any delay or default in the performance of its obligations due to any cause or circumstance beyond its reasonable control, including but not limited to any industrial dispute.*

#### **5. SERVICE PROVIDED**

*My Food Order will provide a website if one doesn't already exist. If you have, we will integrate our ordering platform into your site. Hardware is user supplied; however, we Can supply a printer and tablet upon request. There is also a back-end system to show who has registered, orders, order fulfilment, etc. Were applicable My Food Order provides training as well as 24/7 support.*

#### **6. COSTS OF THE SERVICE**

*My Food Order requires an initial set up fee to be paid upon engagement, with the monthly service & transaction fees schedule of payments due each month and paid via direct debit arrangement as requested by the Service Provider.*

*The Client agrees to provide bank or credit card details to enable direct debit management of agreed monthly payments under this Agreement.*

*The Client agrees that the Service Provider is not responsible for the terms and conditions of the third-party payment gateway (Stripe).*

*My Food Order has the right to change the payment gateway we use in the future by providing a 30-day written notice on our website.*

#### **7. LICENSE TO USE WEBSITE/HYPERLINK**

*The Website hereby grants you a personal, indivisible, terminable, non-exclusive license to access and make personal use content on this website for your own personal non-commercial purposes. No information, content or material from the Website or any Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way,*

except that you may download one copy of the information, content or materials on any single computer for your personal, non-commercial home use only, provided that (a) you keep intact all copyright and other proprietary notices, (b) you make no modifications to the information, content or materials, (c) you do not use the information, content or materials in a manner that suggests an association with any of our products, services or brands, and (d) you do not download information, content or materials so as to avoid future downloads from the Website.

The use of any information, content or materials on the Website on any other website or computer environment is prohibited. Without the Website's express written consent you may not: (i) use frames or framing techniques to enclose this site or any portion; (ii) use meta tags or other "hidden text" utilising My Food Order's name or trademarks.

The Website hereby additionally grants you a personal, indivisible, terminable, non-exclusive license to create hyperlink(s) to our pages so long as the link does not portray the Website, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of our logos, other proprietary graphics or trademarks as part of the link without our express written permission.

## **8. PASSWORD SECURITY**

You shall be exclusively responsible for the supervision, management, and control of your Website user login and password. You shall ensure that you properly exit the Website at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these terms. Your right to use the Website is not transferable. You will use the Website in accordance with all applicable laws. We may, without notice, terminate your access to the Website or take other actions as are reasonably necessary to comply with legal requirements and as necessary to protect our networks, information and the security and integrity of the Website.

## **9. TERMINATION**

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use at any time by discontinuing use of the Website and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. In the event that you terminate these Terms of Use, you agree to notify us of such termination by sending notice of such termination by email to: [info@myfoodorder.com.au](mailto:info@myfoodorder.com.au).

We may immediately terminate these Terms of Use (including your access to the Website) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Website and destroy all materials obtained from the Website and all copies thereof, whether made under these Terms of Use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are infringers of the copyright or any other intellectual property or privacy right of third persons.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall so survive such termination.

## **10. SERVICE CANCELLATION TERMS**

10.1 For cancellation the customer must inform via email or phone at least 7 days prior to their billing cycle.

10.2 Non-usage of service does not constitute the cancellation of an account/service. All cancellation requests must be submitted in the form of an email to customer service at [support@myfoodorder.com.au](mailto:support@myfoodorder.com.au)

10.3 My Food Order reserves the right to cancel the service with one month's notice if order levels do not meet the required level (orders per month). Minimum order level to retain the service is 69 orders per month.

## **11. FEES, TAXES AND OTHER CHARGES**

*Customer shall pay for all fees and charges on or before the invoice due date of each and every month of this Agreement (the "Due Date") with all amounts being paid without demand at the offices of My Food Order. Late payments will accrue interest at a rate of one and one-half percent (1½%) per month, or the highest rate allowed by applicable law, whichever is lower. If in its judgment My Food Order determines that Customer lacks the financial resources to meet its obligations to My Food Order, My Food Order may require Customer to secure payment of its obligations to My Food Order before providing Services.*

## **12. Printers**

### **○ 12.1 Ownership of Printers.**

*At all times if a printer and tablet is provided as part of the ordering service remains the property of My Food Order until all outstanding amounts are paid as agreed on registration and on cancellation of the contract by either party. The printer will be returned to My Food Order.*

*The customer agrees to pay all costs of shipping the printer device back to us.*

### **○ 12.2 Repair or Replacement.**

*In the unlikely event that the printer develops a fault. My Food Order will provide another printer for orders, while the aforementioned faulty printer is either repaired or replaced.*

*The customer agrees to pay all costs of shipping the printer device back to us.*

### **○ 12.3 Damage or Loss.**

*In the event of printer damage or loss, the customer agrees to obtain a replacement device from My Food Order at their own cost. Current cost of a replacement printer including shipping is \$450.00 plus GST.*

## **13. Your Obligation**

*○ For the Customer to be able to deliver their services on time, you agree to provide all necessary information as soon as possible or by the date agreed on, including your menu items to My Food Order to*

use to create your online ordering menu. Details may include (but are not limited to):

- Word Docs, PDF, and jpgs
- Website address & login access; Domain login access
- Direct email with instructions and menu pricing and listing
- Brief description of any specific requirements
- My Food Order takes no responsibility for the outcome of the online ordering menu either our clients' or their clients' view.
- The terms of the Agreement may not be varied otherwise than in writing signed by My Food Order and the Customer.
- The Customer shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Supply of Goods and Services and carry out Scope of Work under this Agreement in accordance with the highest professional standards.
- If any provision of this Agreement is held to be invalid under the law, the validity of the whole shall not be affected. The remaining provisions will remain in full force and effect.

#### **14. Ownership & Intellectual Property**

- All online ordering information and or video/audio production, edited or unedited remain the property of My Food Order.
- Rights will be transferred to the Customer if they stay a paying customer of My Food Order.
- Should you decide to cancel your package for whatever reason, you will forfeit the rights of use and you will no longer have any rights to use your online ordering platform and marketing systems.
- Should you decide to reinstate your agreement with My Food Order, we may restore rights of use at our absolute discretion.
- My Food Order will retain ownership of all intellectual property including but not limited to documents, digital files, artworks, other intellectual property and copies thereof created by My Food Order under this Agreement, however My Food Order grants the Customer non-exclusive and unlimited use of all such intellectual property created by My Food Order under this Agreement for the term of this Agreement only.
- My Food Order agrees that all intellectual property created by My Food

*Order under this Agreement will be restricted to usage that always represents the public image and interests of the Customer in a positive manner.*

### **15. Indemnity**

*Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. My Food Order and the Customer shall each take out and maintain adequate insurance to cover its obligations under this Agreement.*

## **Contact Us**

*If you have any questions about these Terms, please contact us:  
[support@myfoodorder.com.au](mailto:support@myfoodorder.com.au)*