

Terms and Conditions

We are: My Food Order Enterprises Pty Ltd, an Australian registered business (ABN 42 662 655 803)

Our email: admin@myfoodorder.com.au

Our Address: Exchange Tower, Level 1, 530 Little Collins, Melbourne, Vic 3000
Our Postal Address: Exchange Tower, Level 1, 530 Little Collins, Melbourne, Vic 3000

You are:

our Client (a Business that subscribes or has subscribed to our Services)

These terms and conditions regulate the business relationship between you and us. When you use Our Website or any our Services, you agree to be bound by these terms and conditions.

No person under the age of 18 years may use Our Website or Services. If you are under 18, please ask an adult for help with your purchase.

1. Definitions

“Order” means an order placed by us on instruction of a consumer and on behalf of a consumer for product or products from the menu of your Store.

“Our Website” means the entire computing hardware and software installation that is or supports Our Website.

“Services” means any of the services we offer on Our Website including the placement of an Order on behalf of a consumer for the purchase of a product or products at your Store.

“Store” means your retail outlet, Store or business.

2. Our contract with you

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to Our Website; and

2.2 In any event to you as a buyer, prospective buyer, or subscriber of our Services.

2.3 It is within our full and unfettered discretion to accept or reject instruction to place an Order and a placement of an Order by us will be confirmed to you either on screen, on a printed docket, or by sending of a text message (sms) to your nominated mobile telephone number. That is when our contract is made. Our message will also confirm the estimated time for collection of an Order at your Store.

2.4 We cannot guarantee that every Service advertised on Our Website is available. All reasonable steps are taken to ensure that the Services, Our Website and servers are available at all time. The Services, Our Website or servers may be unavailable during scheduled maintenance or backups, or when unexpected issues occur. We will not be liable

for any loss or inconvenience caused by any unavailability of the Services, Our Website or servers.

2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you use our Services.

3. Your account with us

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Services.

3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer or mobile device.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

4. Price, payment and service provision

4.1 All prices are quoted in Australian dollars and are inclusive of applicable taxes, if any, unless specified otherwise.

4.2 Account balances held with us will be deposited to your nominated bank account on a weekly basis unless agreed otherwise.

4.3 We will deduct our fees and any incidental bank or credit/debit card fees from your account balance prior to any bank transfer to you. At our discretion, or when your account balance is insufficient to cover any fee payable by you to us, then we will issue a separate invoice to you. All outstanding debt to us must be paid within 14 days of the invoice issue date.

4.4 You may not share or allow others to use the Services in your name.

4.5 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance.

4.6 We will not be responsible or liable for:

4.6.1 Accuracy of your Stores menu information, dietary information, and pricing.

4.6.2 Accuracy of your Stores opening times.

4.6.3 Orders that are inaccessible, delayed, lost, or incorrectly handled or provisioned by your Store.

4.6.4 The quality of the product sold or prepared by your Store.

4.6.5 Refunding consumers in the event that they are late to pickup their Order or do not collect their Order.

4.7 We may suspend or cancel your account should you be in breach of these terms, or otherwise cause a detrimental impact to Our Website, or other users, including but not limited to the act of spamming.

5. Cancellation of Services

5.1 You may cancel your subscription to our Services at any time in writing and providing a minimum of 14 days notice.

5.2 Any outstanding fees or charges payable by you will be invoiced to you following the agreed end date of your subscription.

5.3 Any and all outstanding invoices must be paid in full within 14 days of invoice issue date or agreed end date of your subscription, whichever is sooner.

5.4 After your subscription has ended you may still access our Services for the purpose of accessing reports and invoices only.

6. Disclaimers

6.1 We may make improvements or changes to Our Website, the content, or to any of the Services, at any time and without advance notice.

6.2 You are advised that content of Our Website may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

6.3 We give no warranty and make no representation, express or implied, as to:

6.3.1 the adequacy or appropriateness of the Services for your purpose;

6.3.2 the truth of any content on Our Website published by someone other than us;

6.3.3 any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;

6.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.

6.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

6.6 We are not liable in any circumstances for any injury, damage or consequential loss whatsoever associated with unwise, inappropriate or illegal use of Our Website, services or apps.

6.7 We are not liable in any circumstances for the advertising or sale of items that require licence or permit to do so. You must hold a valid licence or permit from the appropriate authority to advertise for sale such items via Our Website. You must check carefully your licence or permit to ensure that you have permission to sell such items via Our Website. You are entirely responsible for complying with the terms of any licence or permit and for ensuring that purchasers and consumers also meet relevant requirements.

6.8 In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the Services you have purchased.

7. System Security

7.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

7.2 You may not use any software tool for the purpose of extracting data from Our Website.

7.3 You understand that any such violation is unlawful and that any contravention of law may result in criminal prosecution.

8. Intellectual Property Rights

8.1 The material contained on Our Website is protected by copyright. You may use Our Website only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on Our Website, or create any other material using material on Our Website, without obtaining our prior written consent.

8.2 The products, Services, websites, technology and processes contained in Our Website may be the subject of other intellectual property rights owned by us. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of Our Website must not in any way infringe the intellectual property rights of any person.

8.3 We will defend the intellectual property rights in connection with the Services and Our Website, including copyright whether provided by us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

8.4 We also claim copyright in the designs and compilation of all content of Our Website-title and shall remain the sole property of us and / or the other content provider.

8.5 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content of Our Website, in whole or in part.

8.6 You may not use our name or logos or trade marks or any other content on any website of yours or that of any other person.

8.7 Subject to the other terms of this agreement, you may download or copy content of Our Website only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any content of Our Website.

9. Your email address

9.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

9.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

10. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Website, your posting any material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

11. Miscellaneous provisions

11.1 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.

11.2 If any of these terms is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

11.3 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

11.4 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

11.5 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

11.6 This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.