

Payment Terms

Last Updated: [20th April 2022]

Please read these Payments Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By using the Payment Services, you agree to comply with and be bound by these Payments Terms.

These Payments Terms ("**Payments Terms**") constitute a legally binding agreement ("**Agreement**") between you and Meal Match governing the Payment Services (defined below) conducted through or in connection with the Platform.

When these Payments Terms mention "**Meal Match**," "**we**," "**us**," or "**our**," it refers to MBMT Pty Ltd ABN 53 656 219 911 trading as Meal Match.

The [Terms](#) separately govern your access to and use of the Platform. All capitalised terms in these [Payment Terms](#) have the meaning set forth in the [Terms](#) unless otherwise defined in these [Payments Terms](#).

Our collection and use of Personal Information in connection with your access to and use of the Payment Services is described in our [Privacy Policy](#).

1. Scope and Use of Payment Services

1.1 Payment Services

Meal Match provides payments services to Members, including payment collection services, payments and payouts, in connection with and through the Platform and may use Third Party Services ("**Payment Services**").

1.2 Changes to Payment Services

Meal Match may restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. Meal Match may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time.

1.3 Third Party Services

The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. Meal Match is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Meal Match of such Third-Party Services.

1.4 Use Governed by the laws of Australia

You may not use the Payment Services except as authorised by the laws of Australia, the laws of the jurisdiction in which you reside, and any other applicable laws.

1.5 Additional Services

Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

2. Definitions

“**Adjusted Exchange Rate**” means the Base Exchange Rate plus a 3% fee charged by Meal Match for certain cross-border transactions.

“**Base Exchange Rate**” means a system-wide rate used by Meal Match if the Purchase Currency is different than the Listing Country Currency. It does not include any fee or mark-up by Meal Match. Meal Match establishes the Base Exchange Rate using data from one or more third parties such as OANDA (www.oanda.com).

“**Purchase Currency**” means the currency in which a Buyer pays for his or her purchase of a Kitchens Products, or a Brand pays for his or her purchase of Influencer services. The Buyer and Brand will be able to see (and in some cases, select) their Purchase Currency when checking out. The Purchase Currency for a purchase may be different from the relevant Listing Country Currency.

“**Listing Country Currency**” means the default currency associated with the country in which the Listing is located. For example, the Listing Country Currency for a Listing located in New York would be U.S. dollars, and the Listing Country Currency for a Listing located in Australia would be Australian dollars.

“**Payout**” means a payment initiated by Meal Match to a Member for services (such as Listing Fees, Charity Fees) performed in connection with the Platform.

“**Payment Method**” means a financial instrument that you have added to your Account, such as a credit card, debit card, or PayPal account.

“**Payout Method**” means a financial instrument that you have added to your Account, such as a PayPal account, direct deposit, a prepaid card, or a debit card (where available).

3. Modification to these Payments Terms

3.1 Modification to Terms

Meal Match reserves the right to modify these [Payments Terms](#) at any time in accordance with this clause. If we make changes to these [Payments Terms](#), we will post the revised Payments Terms on the Platform and update the “Last Updated” date at the top of these [Payment Terms](#). We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective.

3.2 Your Right of Termination

If you disagree with the revised Payments Terms, you may terminate this Agreement with immediate effect. We will inform you about your right of refusal and your right to terminate this Agreement in the notification email. If you do not terminate your Agreement before the date the revised Payment Terms become effective, your continued use of the Payment Services will constitute acceptance of the revised Payments Terms.

4. Eligibility, Member Verification

4.1 Legal Capacity

You must be at least 18 years old and able to enter into legally binding contracts to access and use the [Payment Services](#). By accessing or using the [Payment Services](#) you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into this Agreement.

4.2 Company Warranty

If you are agreeing to these [Payments Terms](#) on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these [Payments Terms](#) and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

4.3 Use of Payment Services

Meal Match may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process, meeting specific eligibility criteria, purchase history, or other factors.

4.4 No Responsibility for Member Identity

User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member’s identity or any information a Member may provide (including payment details and Payment Methods such as credit card details). Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to:

- ask Members to provide a form of identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members. This may include:
 - (i) asking you to provide a form of identification (e.g. driver’s licence or passport), your date of birth, your address, and other information; and
 - (ii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods;
- screen Members against third party databases or other sources and request reports from service providers; and
- where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions (if available).

Meal Match reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

5. Account Registration

In order to use the [Payment Services](#), you must have an Account in good standing. If you or Meal Match closes your Account for any reason, you will no longer be able to use the Payment Services.

You may authorise a third party to use your Account in accordance with the [Terms](#). You acknowledge and agree that anyone you authorise to use your Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

6. Payment Methods and Payout Methods

6.1 Provision of Information

When you add a Payment Method or Payout Method to your Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to Meal Match or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method,

and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will include:

- for direct deposit, your address, name on the account, account type, routing number, and account number; and
- for PayPal, your address, email address, and payout currency.

6.2 New Payment Methods

When you add or use a new Payment Method, Meal Match may verify the Payment Method by authorising a nominal amount, not to exceed one dollar (\$1), or a similar sum in the Payment Method's local currency (e.g., one euro or one British pound). For further verification, we may also:

- authorise your Payment Method for one or two additional nominal amounts, each not to exceed two dollars (\$2) or a similar sum in the Payment Method's local currency (e.g., two euros or two Australian dollars), and ask you to confirm these amounts; or
- require you to upload a billing statement. When you add a Payment Method during checkout, we will automatically save that Payment Method to your Meal Match Account so it can be used for a future transaction.

6.3 Verification

To verify your Payout Method, Meal Match may send one or more payments of nominal amounts to your Payout Method. We may, and retain the right to, initiate refunds of these amounts from your Payout Method.

6.4 Third Party Payment Providers

Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Meal Match is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

6.5 Storage of Payment Information

You authorise Meal Match to store your Payment Method information and charge your Payment Method as outlined in these [Payments Terms](#). If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your Meal Match Account.

6.6 Member Responsibility for Accuracy of Information

You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. Meal Match is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

7. Financial Terms for Kitchens/Suppliers (selling Products to Buyers/Customers)

7.1 Generally

Generally, Meal Match will collect the Total Fees from a Buyer/Customer at the time the Buyer's Purchase request is accepted by the Kitchen/Supplier, or at any other time mutually agreed between the Buyer and Meal Match.

7.2 Payouts

In order to receive a Payout you must have a valid Payout Method linked to your Meal Match Account. Meal Match will generally initiate Payouts to your selected Payout Method for Purchases within 24 hours of the contract being formed between the Buyer and Kitchen.

In certain jurisdictions or instances, Meal Match may offer you a different time or trigger for payment. The time it takes to receive Payouts once released by Meal Match may depend upon the Payout Method you select. Meal Match may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

7.3 Amount of Payout

Your Payout for a Purchase will be the higher of:

- (a) Ninety-four percent (94%) of the the Listing Fee less applicable Kitchen Fees, Club Fees and Taxes;
- (b) such Payout amount as agreed in writing between you and Meal Match from time to time.

7.4 Remittance

Meal Match will remit your Payouts in your currency of choice, depending upon your selections via the Platform. If the currency of your Listing Fee at the time of Purchase is different from your selected Payout currency when we initiate your Payout, we will apply the Base Exchange Rate to your Payout. Amounts may be rounded up or down as described in Clause 12.7 ("Rounding Off").

7.5 Limitation to Payouts

For compliance or operational reasons, Meal Match may limit the value of each individual Payout. If you are due an amount above that limit, Meal Match may initiate a series of Payouts (potentially over multiple days) in order to provide your full payout amount.

8. Financial Terms for Buyers

8.1 Authority to Charge Payment Method

You authorise Meal Match to charge your Payment Method the Total Fees for any Purchase requested in connection with your Account.

Meal Match will collect the Total Fees in the manner agreed between you and Meal Match via the Platform.

Meal Match will generally collect the Total Fees after the Kitchen accepts your Purchase request. However, if you pay with a push Payment Method (such as Boletos or Sofort), Meal Match will collect the Total Fees at the time of your Purchase request.

Meal Match may offer alternative options for the timing and manner of payment; any additional fees for using offered payment options will be displayed via the Platform and included in the Total Fees, and you agree to pay such fees by selecting the payment option.

If Meal Match is unable to collect the Total Fees as scheduled, Meal Match will collect the Total Fees at a later point. Once the payment transaction for your requested Purchase is successfully completed you will receive a confirmation email.

8.2 Pre-Authorisation

When you request to Purchase a Product or Service, Meal Match may also:

- obtain a pre-authorisation via your Payment Method for the Total Fees; or
- charge or authorise your Payment Method a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g., one euro or one Australian dollar), to verify your Payment Method.

8.3 Cancellation of Purchase

If a requested Purchase is cancelled either because it is not accepted by the Kitchen or you cancel the Purchase request before it is accepted by the Kitchen, any amounts collected by Meal Match will be refunded to you, and any pre-authorisation of your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorisation to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

8.4 Verification Authority

You authorise Meal Match to perform the Payment Method verifications described in Clauses 6 and 8, and to charge your Payment Method for any Purchases made in connection with your Meal Match Account.

You hereby authorise Meal Match to collect any amounts due by charging the Payment Method provided at checkout, either directly by Meal Match or indirectly, via a third-party online payment processor, and/or by one or more of the payment methods available on the Platform (such as gift cards).

8.5 Other Payment Methods

If Meal Match is unable collect any amounts due via your selected Payment Method, you authorise Meal Match to charge any other Payments Methods on file in your Meal Match Account (unless you have previously removed the authorisation to charge such Payment Method(s)).

8.6 Third-Party Payment Service provider Charges

Meal Match is not responsible for any fees that a Buyer's third-party payment service provider may impose when Meal Match charges the Buyer's Payment Method, and Meal Match disclaims all liability in this regard.

9. General Financial Terms

9.1 Service Fees and Other Fees

Meal Match collects the Service Fees charged by Meal Match pursuant to the [Payment Terms](#). Where applicable, Meal Match may also collect Taxes (such as GST in Australia) in respect of the Kitchen Fees and Buyer Fees.

Meal Match deducts the Kitchen Fees from the Listing Fees before remitting the Payout to the Kitchen as described in these Payments Terms. Buyer Fees are included in the Total Fees collected by Meal Match.

9.2 Payouts

More information about when Services Fees apply and how they are calculated can be found on our [Service Fees](#) page. Meal Match may charge additional fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the Platform.

9.3 Buyer Cancellations and Refunds

If a Buyer cancels a confirmed Purchase, Meal Match will refund the amount of the Total Fees due to the Buyer pursuant to the Listing's cancellation policy and as otherwise in accordance with the [Terms](#) (including the [Buyer Refund Policy](#)). Meal Match will also initiate a Payout of any portion of the Total Fees due to the Kitchen and the Club under the applicable cancellation policy.

9.4 Kitchen Cancellations and Buyer Refunds

If a Kitchen cancels a confirmed Purchase, Meal Match will provide the Buyer a full refund of the Total Fees within a commercially reasonable time of the cancellation. In some instances, Meal Match may allow the Buyer to apply the refund to a new Purchase, in which case Meal Match will credit the amount against the Buyer's subsequent Purchase at the Buyer's direction.

If, as a Kitchen, you cancel a confirmed Purchase, you agree that Meal Match may collect any cancellation fees imposed pursuant to the [Terms](#). In these instances, Meal Match will treat your cancellation as a payment authorization.

9.5 All Refunds

All refunds may be subject to the [Terms](#) and [Buyer Refund Policy](#). If a Buyer or Meal Match decides for any reason to cancel a confirmed Purchase pursuant to the [Terms](#), [Buyer Refund Policy](#), you agree that Meal Match will not have any liability for such cancellations or refunds aside from its obligations to remit refunds or Payouts pursuant to these Payments Terms.

If, as a Kitchen, your Buyer cancels a confirmed Purchase or Meal Match decides that it is necessary to cancel a confirmed Purchase, and Meal Match issues a refund to the Buyer in accordance with the [Buyer Refund Policy](#), or other applicable cancellation policy, you agree that in the event you have already been paid, Meal Match will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.

9.6 Rounding Off

Meal Match may, in its sole discretion, round up or round down amounts that are payable from or to Members to the nearest whole functional base unit in which the currency is denominated (i.e., to the nearest dollar, euro or other supported currency); for example, Meal Match may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

For currencies denominated in large numbers, Meal Match may determine the functional base unit in which those currencies are denominated to be 10, 100 or 1,000 of the currency; the corresponding examples for such currencies would be for Meal Match to round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 35,450 up to 35,500 and 35,449 down to 35,400, or 837,500 up to 838,000 and 837,499 down to 837,000.

9.7 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment

Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount.

9.8 Purchase Modifications

If, as a Buyer, you owe additional amounts to Meal Match due to a purchase modification, you agree that Meal Match may collect such amounts by charging the Payment Method used to make your Purchase (or, if that Payment Method is not available, through any other authorised Payment Method in your Account).

If, as a Kitchen, you owe Meal Match any amounts due to a purchase modification, you agree that Meal Match may collect those amounts pursuant to Section 7 (“Financial Terms for Kitchens”) and as otherwise permitted under these Payments Terms.

9.9 Collections

If Meal Match is unable to collect any amounts you owe under these Payments Terms, Meal Match may engage in collection efforts to recover such amounts from you.

Meal Match will deem any owed amounts overdue when:

- for authorised charges, ninety (90) days have elapsed after Meal Match first attempts to charge the Member’s Payment Method or the associated services have been provided, whichever is later; and
- for withholdings from a Kitchen’s future Payouts, one hundred and eighty (180) days have elapsed after the adjustment is made to the Kitchen’s account or the associated services have been provided, whichever is later.

Any overdue amounts not collected within sixty (60) days after they become overdue will be deemed to be in default. You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to Meal Match and/or Meal Match by you. Such communication may be made by Meal Match, Meal Match, or by anyone on their behalf, including but not limited to a third-party collection agent.

9.10 Meal Match Referral Credits

Referral Credits may be redeemed for applicable Purchases via the Platform as specified in the [Referral Program Terms & Conditions](#) or other terms and conditions provided with the Referral Credit. You may only redeem Referral Credits after the Referral Credits are reflected in your Meal Match Account.

10. Taxes

10.1 Tax Authority

In any jurisdiction where Meal Match facilitates Collection and Remittance pursuant to the [Terms](#) you hereby instruct and authorise Meal Match to collect Taxes from Buyers on the Kitchen’s behalf at the time the Listing Fees are collected, collect Taxes from Brands on the Influencer’s behalf at the time the Order Fees are collected and to remit such Taxes to the Tax Authority. The amount of Taxes, if any, collected and remitted by Meal Match will be visible to and separately stated to both Buyers and Kitchens on their respective transaction documents.

You expressly agree to release, indemnify, and hold Meal Match and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, debts, obligations, and expenses, including, without limitation, reasonable legal and/or accounting fees, arising out of or in any way related to Taxes, including, without limitation, the applicability of, calculation, collection or remittance of Taxes in any amount or at all as to your transactions or Purchases of Products and Services.

10.2 Remittance of Tax

You agree that any claim or cause of action relating to Meal Match' facilitation of Collection and Remittance shall not extend to any supplier or vendor that may be used by Meal Match in connection with facilitation of Collection and Remittance of Taxes, if any.

Members agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority.

11. Currency Conversion

Meal Match will do a currency conversion in the following situations:

- Where a Buyer submits a Purchase request for a Product using a Purchase Currency that is different from the Listing Country Currency, Meal Match will calculate the Total Fees in the Purchase Currency by applying either the Base Exchange Rate or the Adjusted Exchange Rate to the Total Fees in the Listing Country Currency at the time of the Purchase request. Any fees that are based on a percentage of the applicable Listing Fees (such as Buyer Fees), will be calculated based on the Listing Fees in the Purchase Currency (i.e., after conversion from the Listing Country Currency). The Base Exchange Rate will be applied if Meal Match is unable to process your transaction in the default currency of your Payment Method; in all other cases, the Adjusted Exchange Rate will apply.
- When a confirmed Purchase is modified or cancelled, and a currency conversion has been applied, the Buyer's payment will be processed using the same Base Exchange Rate or Adjusted Exchange Rate applied at the time of the original Purchase.

When you as a Buyer submit a Purchase request for a Listing, and such request will be subject to a currency conversion, you will be able to view the exchange rate applied to do the currency conversion before you checkout.

12. Prohibited Activities

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or the [Terms](#) or [Policies](#);
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Meal Match Account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Meal Match or any of Meal Match' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

13. Intellectual Property Ownership and Rights

13.1 Remittance of Tax

The Payment Services are protected by copyright, trademark, and other laws of Australia and foreign countries.

You acknowledge and agree that the Payment Services, including all associated intellectual property rights, are the exclusive property of Meal Match and its licensors.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Payment Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of Meal Match or Meal Match used on or in connection with the Payment Services are trademarks or registered trademarks of Meal Match in Australia and other countries.

Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with Payment Services are used for identification purposes only and may be the property of their respective owners.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Payment Services, except as expressly permitted in these Payments Terms.

No licences or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Meal Match, or its licensors, except for the licenses and rights expressly granted in these Payments Terms.

14. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Payment Services (“**Feedback**”). You may submit Feedback by emailing us, through the “[Contact](#)” section of the Platform. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

15. Disclaimers

15.1 Assumption of Risk

If you choose to use the Payment Services, you do so voluntarily and at your sole risk. The Payment Services are provided “as is”, without warranty of any kind, either express or implied.

15.2 No Liability

Notwithstanding Meal Match’ appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the Platform, Meal Match explicitly disclaims all liability for any act or omission of any Member or other third party. Meal Match does not have any duties or obligations as agent for each Providing Member except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are expressly excluded.

If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

16. Liability

16.1 Risk

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorise another person to use your Account in any way, you are responsible for the actions taken by that person.

16.2 No Liability by Meal Match

Neither Meal Match nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- these Payments Terms;
- from the use of or inability to use the Payment Services; or
- from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Meal Match has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

Except for our obligations to pay amounts to applicable Providing Members pursuant to these Payments Terms or an approved payment request under the Kitchen Guarantee, in no event will Meal Match' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed the amounts you have paid or owe for Purchases via the Platform as a Buyer in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Kitchen, the amounts paid by Meal Match to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred Australian dollars (AU\$100), if no such payments have been made, as applicable.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between Meal Match and you.

17. Release and Indemnify

You agree to release, indemnify, and hold Meal Match and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- your breach of these Payments Terms;
- your improper use of the Payment Services;
- Meal Match Collection and Remittance of Taxes;
- your breach of any laws, regulations, or third-party rights.

18. Termination, Suspension, and other Measures

18.1 Termination by Member

You may terminate this Agreement at any time via the "Cancel Account" feature on the Platform or by sending us an email, or by following the termination procedures specified in the [Terms](#). Terminating this Agreement will also serve as notice to cancel your Account pursuant to the [Terms](#).

If you cancel your Account as a Kitchen, Meal Match will provide a full refund to any Buyers with confirmed Purchase(s). If you cancel your Account as an Influencer, Meal Match will provide a full refund to any Brands with confirmed Service Order(s). If you cancel your Account as a Buyer, Meal Match will initiate a refund for any confirmed Purchase(s) based on the Listing's cancellation policy. If you cancel your Account as a Brand, Meal Match will initiate a refund for any confirmed Service Order(s) based on the Service's cancellation policy.

18.2 Termination by Meal Match

Without limiting our rights specified below, Meal Match may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

Meal Match may immediately, without notice terminate this Agreement if:

- you have materially breached your obligations under this Agreement;
- you have provided inaccurate, fraudulent, outdated, or incomplete information;
- you have violated applicable laws, regulations, or third-party rights; or
- Meal Match believes in good faith that such action is reasonably necessary to protect other Members, Meal Match, or third parties (for example in the case of fraudulent behaviour of a Member).

18.1 Additional Actions

In addition, Meal Match may limit or temporarily or permanently suspend your use of or access to the Payment Services if you:

- fail to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body; or
- have breached these Payments Terms, the [Terms](#), applicable laws, regulations or third-party rights; or
- have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method; or
- Meal Match believes in good faith that such action is reasonably necessary to protect the personal safety or property of Meal Match, its Members, Meal Match, or third parties, or to prevent fraud or other illegal activity.

In case of non-material breaches and where appropriate, you will be given notice of any measure by Meal Match and an opportunity to resolve the issue to Meal Match' reasonable satisfaction.

18.2 Effect of Termination

If you are a Kitchen and we take any of the measures described in this clause we may refund your Buyers in full for any and all confirmed Purchases, irrespective of pre-existing cancellation policies, and you will not be entitled to any compensation for pending or confirmed Purchases that were cancelled.

If your access to or use of the Payment Services has been limited or this Agreement has been terminated by us, you may not register a new Account or attempt to access and use the Payment Services through an Account of another Member.

If you or we terminate this Agreement, the clauses of these Payments Terms that reasonably should survive termination of these Payments Terms will remain in effect.

19. Dispute Resolution

19.1 Condition Precedent

Subject to clause 19.2, as a condition precedent to the commencement of any litigation, if a dispute arises between parties to this Agreement, the parties agree to refer the dispute to mediation administered by the Australian Commercial Disputes Centre (**ACDC**).

19.2 Mediation

The mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation (**Guidelines**) in force at the date of this Agreement. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved, including the parties' respective responsibilities for the payment of the mediator's costs and other costs of the mediation. Annexed at Schedule 1 of the Guidelines is the ACDC Mediation Appointment Agreement which is expressly incorporated in the Guidelines. The Guidelines, including the ACDC Mediation Appointment Agreement, are incorporated in this Agreement.

19.3 Injunction

At any time, nothing in this clause shall prevent a Party from seeking urgent equitable relief before an appropriate court.

20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Platform ("**Feedback**"). You may submit Feedback by emailing us, through the "[Contact](#)" section of the Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

21. Applicable Law and Jurisdiction

This Agreement is made and governed by the law of Queensland, Australia.

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

22. General Provisions

22.1 Entire Understanding

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Meal Match and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Meal Match and you in relation to the access to and use of the Platform.

22.2 Relationship

No joint venture, partnership, employment, or agency relationship exists between you and Meal Match as a result of this Agreement or your access to and use of the Platform.

22.3 No Third Party Remedies

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

22.4 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remainder of this Agreement subsists and remains enforceable.

22.5 Exercise of Remedies

Meal Match Payment's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Meal Match Payment's prior written consent. Meal Match may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Notice

Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by Meal Match via email, Platform notification, or messaging service (including SMS).

22.8 Questions

If you have any questions about these Terms please [email us](#).