

Terms and Conditions

Effective Date: [20th April 2022]

These Terms of Service ("**Terms**") constitute a legally binding agreement ("**Agreement**") between you and MBMT Pty Ltd ABN 53 656 219 911 trading as Meal Match governing your access to and use of the Meal Match website with URL address <https://www.mealmatch.com.au>, and any other websites and sub-domains through which Meal Match makes the products, services and functions available, our mobile, tablet and other smart device applications ("**Application**"), and application program interfaces and all associated products (collectively referred to as the "**Platform**"). Our [Buyer Refund Policy](#), [Non-Discrimination Policy](#), [Non-Coercion Policy](#), [Content Policy](#) and other [Policies](#) applicable to your use of the Platform are incorporated by reference into this Agreement.

The term 'Meal Match' or 'us' or 'our' or 'we' refers to MBMT Pty Ltd ABN 53 656 219 911, the owner of the Platform. The term 'you' or 'your' refers to any person using or accessing the Platform (whether Member, Buyer or Kitchen as context requires).

By continuing to use the Platform, you agree with the terms of our [Privacy Policy](#), any and all payment processing products through or in connection with your use of the Platform ("**Payment Products**") which are provided to you by one or more Meal Match Payments entities (individually and collectively, as appropriate, "**Meal Match Payments**") as set out in the [Payments Terms and Service Fees](#) ("**Payments Terms**"). Our collection and use of personal information in connection with your access to and use of the Platform is governed by our [Privacy Policy](#).

If you do not agree with any of these terms and conditions, you must not use the Platform.

1. Platform Conditions

1.1 Online Marketplace for Members

The Platform is an online marketplace providing various tools, services, and functions that enables:

- registered users ("**Buyers**" or "**Customers**") to receive marketing materials and endorsements and to purchase products ("**Products**") from Kitchens;
- registered suppliers of Products ("**Kitchens**" or "**Suppliers**") to design marketing programs and connect and communicate with Buyers to sell Products; and
- registered members of the Affiliate Program ("**Clubs**") to receive Products on behalf of Buyers/Customers.

Buyers, Customers, Suppliers, Clubs and Kitchens are "**Members**".

1.2 Contract between Buyers and Kitchens

As the provider of the Platform, Meal Match does not own, create, sell, resell, provide, control, manage, offer, deliver, curate, promote, endorse, or supply any Listings or Products, nor is Meal Match a retailer or supplier of Products. Kitchens/Suppliers alone are responsible for their Products.

When Buyers/Customers make or accept a purchase, they are entering into a contract directly with a Kitchen/Supplier. Meal Match is not and does not become a party to or other participant in any contractual relationship between Members, or between Buyers/Customers and Kitchens/Suppliers, nor is Meal Match an insurer or broker or trader or promoter.

Meal Match is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms](#).

1.3 Resolution of Disputes

While we may help facilitate the resolution of disputes, Meal Match has no control over and does not guarantee:

- the existence, quality, fitness for purpose, safety, suitability, or legality of any Listing or Product or Payment Method;
- the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below);
- the compliance of a Kitchen with applicable food standards, food labelling, health legislation and regulations (including the Food Standard Code, *Food Standards Australia New Zealand Act 1991* (Cth) and *Food Act 2006* (Qld)), for the preparation, storage, handling or service of food Products; or
- the performance or conduct of any Member or third party.

Because the purchase of Products is governed by a contract directly between Buyers/Customers and a Kitchen/Supplier, Meal Match recommends that Buyers directly contact the Kitchen/Supplier to resolve any issue in dispute.

For Buyers/Customers wishing to contact a Kitchen/Supplier to resolve an issue, go to your account and locate the appropriate order or transaction, and under details click the Contact Kitchen/Supplier link. You can speed the resolution of your problem by providing the following information in your initial communication:

- Order details, number and date
- Shipment/delivery details
- Nature of the problem with the Products or order
- Your preferred resolution for the problem

1.4 No Endorsement or Verification

Meal Match does not endorse any Member, Listing or Product. Any references to a Member being "verified" (or similar language) only indicates that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Meal Match about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable.

You should always exercise due diligence and care when deciding whether to purchase a Product, or communicate and interact with other Members or Kitchens, whether online or in person.

Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing or Product at the time the photograph was taken, and are therefore not an endorsement by Meal Match of any Member, Listing or Product.

1.5 Relationship

If you choose to use the Platform as a Member, your relationship with Meal Match is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Meal Match for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Meal Match.

1.6 Use of Member Content

To promote the Platform and to increase the exposure of Products and Listings to potential Members, Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

To assist Members who speak different languages, Products, Listings and other Member Content may be translated, in whole or in part, into other languages. Meal Match cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations.

The Platform may contain translations powered by Google or other language translation providers. Google and other language translation providers (as appropriate) disclaim all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.7 Links to Third Party Products

The Platform may contain links to third-party websites or resources (“**Third-Party Products**”). Such Third-Party Products may be subject to different terms and conditions and privacy practices. Meal Match is not responsible or liable for the availability or accuracy of such Third-Party Products, or the content, products, or products available from such Third-Party Products. Links to such Third-Party Products are not an endorsement by Meal Match of such Third-Party Products.

1.8 Availability of Platform

Due to the nature of the Internet, Meal Match cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform. Meal Match may restrict the availability of the Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform. Meal Match may improve, enhance and modify the Platform and introduce new Platform features from time to time at its sole discretion.

Meal Match may restrict all or part of the Platform in certain designated geographical regions and enforce geo-block and other geographically-based restrictions on certain Products, Fund Raising Appeals, Members and Listings at any time.

2. Use of the Platform

2.1 Legal Capacity

You must be at least 18 years old and able to enter into legally binding contracts to access and use the Platform and register an Account. By accessing or using the Platform, you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into this Agreement.

2.2 Use of Platform by Meal Match

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

2.3 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. 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 and Kitchens;
- screen Members against third party databases or other sources and request reports from service providers; and
- where we have insufficient information to identify a Member, obtain reports from public records of criminal convictions (if available).

2.4 Additional Terms and Conditions

Access to or use of certain areas and features of the Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Platform, the later terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.5 Agreement to Apple's Licence Agreement

If you access or download the Application from the Apple App Store, you must agree to [Apple's Licensed Application End User License Agreement](#).

2.6 Agreement to Google's Licence Agreement

If you access or download the Application from Google Play, you must agree to [Google Play's Terms of Service](#).

3. Modification of these Terms

3.1 Modification to Terms

Meal Match reserves the right to modify these Terms at any time in accordance with this clause. If we make changes to these Terms, we will post the revised Terms on the Platform and update the "Last Updated" date at the top of these 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 Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Platform will constitute acceptance of the revised Terms.

4. Account Registration

4.1 Member Registration of Account

You must register an account ("**Account**") to access and use certain features of the Platform, such as publishing a Listing or purchasing a Product. If you are registering an Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 Linking to Social Media Account

You can register an Account using an email address and creating a password, or through your account with certain third-party social networking products, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your Account and your SNS Account at any time, by accessing the "Settings" section of the Platform.

4.3 Member's Obligation to Provide Accurate Information

You must provide accurate, current and complete information during the registration process and keep your Account and public Account profile page information up-to-date at all times.

4.4 Multiple Member Accounts

You may not register more than one Account unless Meal Match authorises you to do so. You may not assign or otherwise transfer your Account to another party.

4.5 Member Responsible for Confidentiality

You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any third party. You must immediately notify Meal Match if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Account. You are liable for any and all activities conducted through your Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

4.6 Authorisation of Other Members

Meal Match may enable features that allow you to authorise other Members or certain third parties to take certain actions that affect your Account. For example, we may allow individuals associated with a company to purchase for other Members, or we may allow Kitchens to add other individuals to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorised by Meal Match to ask for your credentials, and you shall not request the credentials of another Member.

5. Content

5.1 Member Content Control

Meal Match may, at its sole discretion, enable Members to:

- create, upload, post, send, receive and store content, such as text, documents, photographs, audio, video, or other materials and information on or through the Platform ("**Member Content**"); and
- access and view Member Content and any content that Meal Match itself makes available on or through the Platform, including proprietary Meal Match content and any content licensed or authorised for use by or through Meal Match from a third party ("**Meal Match Content**" and together with Member Content, "**Collective Content**").

5.2 Intellectual Property Rights

The Platform, Meal Match Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of Australia and other countries. You acknowledge and agree that the Platform and Meal Match Content, including all associated intellectual property rights, are the exclusive property of Meal Match and/or its licensors or authorising third-parties.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform, Meal Match Content or Member Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of Meal Match used on or in connection with the Platform and Meal Match Content 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 the Platform, Meal Match Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 Members Use of Platform and Collective Content

You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these 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 Terms.

5.4 Grant of Licence by Meal Match

Subject to your compliance with these Terms, Meal Match grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to:

- download and use the Application on your personal device(s); and
- access and view any Collective Content made available on or through the Platform and accessible to you, solely for your personal and non-commercial use.

5.5 Grant of Licence by Member

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Platform, you grant to Meal Match a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable licence to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Platform, in any media or platform. This clause survives termination of your Agreement with Meal Match.

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Platform, each Brand grants to each respective Authorised Influencer a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable licence to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Platform, in any media or platform in accordance with this Agreement. This clause survives termination of your Agreement with Meal Match.

Unless you provide specific consent, Meal Match does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 Verified Images and Professional Photography

Meal Match may offer Kitchens the option of having professional photographers take photographs of their Products, which are made available by the photographer to Kitchens to include in their Listings with or without a watermark or tag bearing the words "Meal Match Verified Photo" or similar wording ("**Verified Images**").

You are responsible for ensuring that your Product is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Platform if they no longer accurately represent your Listing, if you stop Selling the Product featured, or if your Account is terminated or suspended for any reason.

You acknowledge and agree that Meal Match shall have the right to use any Verified Images in advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you.

Where Meal Match is not the exclusive owner of Verified Images, by using such Verified Images on or through the Platform, you grant to Meal Match an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable licence to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you.

Meal Match in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Platform solely for your personal and non-commercial use.

5.7 Members Responsible for Content

You are solely responsible for all Member Content that you make available on or through the Platform. Accordingly, you represent and warrant that:

- you either are the sole and exclusive owner of all Member Content that you make available on or through the Platform or you have all rights, licences, consents and releases that are necessary to grant to Meal Match the rights in and to such Member Content, as contemplated under these Terms; and
- neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Meal Match's use of the Member Content will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 Member Content Suitability

You will not post, upload, publish, submit or transmit any Member Content that:

- is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive;
- is defamatory, obscene, pornographic, vulgar or offensive;
- promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- is violent or threatening or promotes violence or actions that are threatening to any other person;
- promotes illegal or harmful activities or substances; or
- violates our [Content Policy](#), [Anti-Discrimination Policy](#), [Non-Coercion Policy](#) or any other [Policy](#).

Meal Match may, without prior notice, remove or disable access to any Member Content that we find to be in violation of these Terms or our then-current [Policies](#), or otherwise may be harmful or objectionable to us, our Members, third parties, or property.

5.9 Infringement of Copyright

Meal Match respects copyright law and expects its Members to do the same.

Meal Match will respond to claims of alleged copyright infringement committed using the Platform that are reported to us in accordance with this Policy.

If you believe that any content on the Platform infringes copyrights you own,

(a) please notify us as follows:

info@mealmatch.com.au

or write to us at:

MBMT Pty Ltd
PO BOX 2561
WELLINGTON POINT
QLD 4160
Australia

support@mealmatch.com.au

and,

(b) provide all required information in the Notice as described below.

Your notification to us should:

1. Identify the specific protected work that you claim has been infringed, or - if multiple works are covered by this Notice - you may provide a representative list of the works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that you believe should be removed or access to which should to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the identified material is not authorized by the IP owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the IP rights that are allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

We will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the Platform. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the account or access of Members who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

5.10 Hypertext Links

We reserve the right to refuse hypertext links to, or addresses of, other web sites from Members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.

6. Service Fees

6.1 Fees

Meal Match may charge fees to Kitchens ("**Kitchen Fees**"), and/or Buyers ("**Buyer Fees**") (collectively, "**Service Fees**") in consideration for the use of the Platform. More information about when Service Fees apply and how they are calculated can be found on our [Service Fees](#) page.

6.2 Change of Service Fees

Any applicable Service Fees (including any applicable Taxes) will be displayed to a Member, prior to publishing or making or participating in a Listing. Meal Match reserves the right to change the Service Fees at any time, and we will provide Members adequate notice of any fee changes before they become effective.

6.3 Payment Terms

You are responsible for paying any Service Fees that you owe to Meal Match or Meal Match Payments. The applicable Service Fees are due and payable and collected by Meal Match Payments pursuant to the [Payments Terms](#). Except as otherwise provided on the Platform, Service Fees are non-refundable.

7. Terms specific for Kitchens/Suppliers

7.1 Listing Information

When creating a Listing through the Platform you must:

- provide complete and accurate information about your Product (such as listing description, price, nutritional information, location, delivery details, and provenance);
- disclose any known faults and defects; and
- provide any other pertinent information requested by Meal Match.

You are responsible for keeping your Listing and Product information up-to-date at all times.

7.2 Price of Product

You are solely responsible for setting a price (including any Taxes if applicable) for your Product in a Listing ("**Listing Fee**"). Once a Buyer requests to purchase your Product from a Listing, you must not request that the Buyer pays a higher price than in the purchase request.

7.3 Image Quality

Pictures, animations or videos (collectively, "**Images**") used in your Listings must accurately reflect the quality and condition of your Products. Meal Match reserves the right to require that Listings have Images of a certain format, size, resolution and appearance.

7.4 Ranking and Placement of Listing

The placement and ranking of Listings in search results on the Platform may vary and depend on a variety of factors, such as Buyer search parameters and preferences, Buyer requirements, price, location, date of Listing, number and quality of Images, customer service and purchase history, Reviews and Ratings and/or type of Product.

We cannot guarantee that your Listing will appear in any specific order in search results on the Platform. Search order will fluctuate based on a variety of factors such as search parameters, Listing quality, how frequently a Listing is updated, Member preferences, Member response time,

Product history, online booking capability, compliance with posted Listing practice requirements, and other factors that we may deem important to the user experience from time to time (“**Best Match**”). Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular Member. We reserve the right to apply various search algorithms or to use methods to optimize Best Match results for particular Members experiences and the overall marketplace. Search results and order may appear different on our mobile applications than they appear on the website uniform resource locator (URL). To optimize the search experience for Members and improve the Best Match process, we retain the right to run occasional tests that will be limited in duration but may alter how we display listings and search results.

7.5 Legally Binding Agreement with Buyer

When you accept a purchase request by a Buyer, you are entering into a legally binding agreement with the Buyer and are required to provide your Product(s) to the Buyer as described in your Listing when the purchase request is made. Meal Match Payments will collect the Total Fees at the time of the purchase request or upon the Kitchen’s confirmation pursuant to the [Payments Terms](#).

Unless the terms of your agreement with the Buyer specifies otherwise, title to and risk in the Product passes from the Kitchen to the Buyer upon complete payment of the Total Price and delivery of the Product to the Buyer at the Buyers nominated address.

7.6 Insurance

Meal Match recommends that Buyers obtain appropriate insurance for their purchased Products. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy.

7.7 Listing Rules

You may only list one Product per Listing.

7.8 No Breach of Other Agreements

You represent and warrant that any Listing you post and the purchase of an Product will not breach any agreements you have entered into with any third parties.

7.9 Compliance with Legislation, Regulations and Food Standards

You represent that all Products sold or offered for sale by you have been prepared, stored, handled and served in accordance with all applicable food standards, food labelling, health legislation and regulations (including the Food Standard Code, *Food Standards Australia New Zealand Act 1991* (Cth) and *Food Act 2006* (Qld)) and all similar legislation and regulations in your jurisdiction.

8. Terms specific for Buyers/Customers

8.1 Purchasing Rules

Subject to meeting any requirements (such as completing any verification processes) set by the Seller, you can purchase a Product made available via Listings from Kitchens using the Platform by following the respective purchase process. All applicable fees, including the Listing Fee, Security Deposit (if applicable), Buyer Fee, Club Fee and any applicable Taxes (collectively, “**Total Fees**”) will be presented to you prior to purchasing a Product. You agree to pay the Total Fees for any Product purchased in connection with your Account.

8.2 Legally Binding Agreement

Upon receipt of a purchase confirmation from Meal Match, a legally binding agreement is formed between you and the Kitchen, subject to any additional terms and conditions of the Kitchen that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Meal Match Payments will collect the Total Fees at the time of the purchase request or upon the Kitchen's confirmation pursuant to the [Payments Terms](#).

Unless the terms of your agreement with the Kitchen specifies otherwise, title to and risk in the Product passes from the Kitchen to the Buyer upon complete payment of the Total Price and delivery of the Product to the Buyer at the Buyers nominated address (which may be the Club address).

8.3 Purchase on Behalf of Others

If you purchase a Product on behalf of additional buyers, you are required to ensure that every additional Buyer meets any requirements set by the Seller, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Kitchen.

8.4 Confirmed Sale

You understand and agree that a confirmed purchase of a Product ("**Confirmed Sale**") is a contract of sale between you as the Buyer to purchase the Product from the Kitchen, in accordance with your agreement with the Kitchen.

8.5 Insurance

Meal Match recommends that Buyers obtain appropriate insurance for their purchased Products. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy.

9. Terms specific for Clubs

9.1 Listing Information

When creating a Listing through the Platform you must:

- provide complete and accurate information about your Club (including address);
- provide any other pertinent information requested by Meal Match.

You are responsible for keeping your Listing information up-to-date at all times.

9.2 Ranking and Placement of Listing

The placement and ranking of Listings in search results on the Platform may vary and depend on a variety of factors, such as Buyer search parameters and preferences, Buyer requirements, price, location, date of Listing, Reviews and Ratings and/or type of Product.

We cannot guarantee that your Listing will appear in any specific order in search results on the Platform. Search order will fluctuate based on a variety of factors such as search parameters, Listing quality, how frequently a Listing is updated, Member preferences, Member response time, Product history, online booking capability, compliance with posted Listing practice requirements, and other factors that we may deem important to the user experience from time to time ("**Best Match**"). Listing appearance or order in any particular search result may also vary depending on the search criteria used by the particular Member. We reserve the right to apply various search algorithms or to use methods to optimize Best Match results for particular Members experiences and the overall marketplace. Search results and order may appear different on our mobile applications than they appear on the website uniform resource locator (URL). To optimize the

search experience for Members and improve the Best Match process, we retain the right to run occasional tests that will be limited in duration but may alter how we display listings and search results.

9.3 Acceptance of Product

Upon receipt of a purchase confirmation from Meal Match for the delivery of a Product ordered by a Customer to your nominated address, subject to any additional terms and conditions of the Kitchen that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing, you agree to accept the delivery of the Product on behalf of the Customer.

10. Ratings and Reviews

10.1 Public Reviews

Within a certain timeframe after completing a purchase, Buyers and Kitchens can leave a public review (“**Review**”) and submit a star rating (“**Rating**”) about Buyers or Kitchens. Any Ratings or Reviews reflect the opinion of individual Members and do not reflect the opinion of Meal Match. Ratings and Reviews are not verified by Meal Match for accuracy and may be incorrect or misleading.

10.2 Fair, True and Accurate Ratings

Ratings and Reviews by Members must be fair, truthful and factual and may not contain any offensive or defamatory language. Ratings and Reviews must comply with the [Privacy Policy](#), [Content Policy](#), [Non-Discrimination Policy](#) and [Non-Coercion Policy](#).

10.3 No Manipulation of Ratings

Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about a Buyer or Kitchen.

11. Disputes between Members

11.1 Member Satisfaction

Meal Match is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns.

11.2 No Mediation of Disputes between Members

The Platform acts only as a platform for users to interact with each other. Meal Match is not, and does not become, a party to any contractual relationship between any Members in respect of any Listing, Product, Service or payment, and does not mediate between Members in the event of any dispute arising between them. You acknowledge and agree that the Members will be responsible for performing the obligations of any such agreements, that Meal Match is not a party to such agreements, and that, with the exception of Payments’ obligations under the [Payments Terms](#), Meal Match (inclusive of all subsidiaries and Meal Match Payments) disclaims all liability arising from or related to any such agreements.

12. Rounding off, Currency conversion

12.1 Rounding

Meal Match may, in its sole discretion, round up or round down amounts that are payable from or to Buyers or Kitchens 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 will round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to

\$101.00. For currencies that are 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; for example, Meal Match may round up an amount of 1,045 up to 1,050 and 1,044 down to 1,040, or 837,500 up to 838,000 and 837,499 down to 837,000.

12.2 Currency Conversion

The Platform facilitates bookings between Buyers and Kitchens who may prefer to pay in a currency different from their destination currency, which may require currency conversions to accommodate these differing currency preferences. Although the Platform allows Members to view the price of Listings in a number of currencies, the currencies available for Members to make and receive payments may be limited, and may not include the default currency in any given geographic location. Details regarding currency conversion, including any associated fees, are detailed in the [Payments Terms](#).

13. Taxes

13.1 Tax Obligations

As a Kitchen you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable GST or other indirect sales taxes ("**Taxes**").

13.2 Collection of Taxes

Tax regulations may require us to collect appropriate Tax information from Kitchens, or to withhold Taxes from payouts to Kitchens, or both. If a Kitchen fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to halt all payouts, withhold such amounts as required by law, or to do both, until resolution.

13.3 Tax Authority

You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Product is located may require Taxes to be collected from Buyers or Kitchens on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Kitchens.

13.4 Authorise Collection of Tax

In certain jurisdictions, Meal Match may decide in its sole discretion to facilitate collection and remittance of Taxes from or on behalf of Buyers or Kitchens, in accordance these Terms ("**Collection and Remittance**") if such jurisdiction asserts Meal Match or Kitchens have a Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorise Meal Match (via Meal Match Payments) to collect Taxes from Buyers on the Seller's behalf at the time Listing 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. Where Meal Match is facilitating Collection and Remittance, Kitchens are not permitted to collect any Taxes being collected by Meal Match relating to their Products in that jurisdiction.

13.5 Remittance of Tax

You agree that any claim or cause of action relating to Meal Match's facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by Meal Match in connection with facilitation of Collection and Remittance, if any. Buyers and Kitchens 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, and agree that your sole remedy for Taxes collected is a refund of Taxes collected by Meal Match from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.6 Cease Collection of Tax

Meal Match reserves the right, with prior notice to Kitchens, to cease the Collection and Remittance in any jurisdiction for any reason at which point Kitchens and Buyers are once again solely responsible and liable for the collection and/or remittance of any and all Taxes that may apply to Products in that jurisdiction.

14. Prohibited Activities

14.1 Member Responsibilities and Obligations

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Platform. In connection with your use of the Platform, 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 our [Terms](#) and [Policies](#);
- use the Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Meal Match endorsement, partnership or otherwise misleads others as to your affiliation with Meal Match;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Platform in any way that is inconsistent with the [Privacy Policy](#) or these [Terms](#) or that otherwise violates the privacy rights of Members or third parties;
- use the Platform in connection with the distribution of unsolicited commercial messages ("spam");
- offer, as a Kitchen, any Product that you do not yourself own or have permission to make available through the Platform;
- unless Meal Match explicitly permits otherwise, purchase any Product under a Listing if you will not actually be using the Products yourself;
- unless Meal Match explicitly permits otherwise, contact another Member for any purpose other than asking a question related to a your own Product, Listing, or the Member's use of the Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party products, applications or websites, without our prior written approval;
- use the Platform to request, make or accept a purchase independent of the Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Platform or Meal Match Payments. If you do so, you acknowledge and agree that you:
 - (a) would be in breach of these [Terms](#);
 - (b) accept all risks and responsibility for such payment; and
 - (c) release and hold Meal Match harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behaviour;
- use, display, mirror or frame the Platform or Collective Content, or any individual element within the Platform, Meal Match's name, any Meal Match trademark, logo or other

proprietary information, or the layout and design of any page or form contained on a page in the Platform, without Meal Match's express written consent;

- dilute, tarnish or otherwise harm Meal Match brand in any way, including through unauthorised use of Collective Content, registering and/or using Meal Match or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Meal Match domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Meal Match or any of Meal Match's providers or any other third party to protect the Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Platform; or
- violate or infringe anyone else's rights or otherwise cause harm or loss to anyone.

14.2 No Obligation to Monitor Members Use of Platform

You acknowledge and agree that Meal Match has no obligation to monitor the access to or use of the Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to, and to:

- operate, secure and improve the Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes);
- ensure Members' compliance with these [Terms](#);
- comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body;
- respond to Member Content that it determines is harmful or objectionable; or
- as otherwise set forth in these [Terms](#) and [Policies](#).

Members agree to cooperate with and assist Meal Match in good faith, and to provide Meal Match with such information and take such actions as may be reasonably requested by Meal Match with respect to any investigation undertaken by Meal Match or a representative of Meal Match regarding the use, misuse or abuse of the Platform.

14.3 Inappropriate Behaviour

If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who:

- engages in offensive, violent or sexually inappropriate behaviour;
- you suspect of stealing from you; or
- engages in any other disturbing conduct,

you should immediately report such person to the appropriate authorities and then to Meal Match by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

15. Term and Termination, Suspension and other Measures

15.1 Term of Agreement

This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Meal Match terminate the Agreement in accordance with this provision.

15.2 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. If you cancel your Account as a Kitchen, any confirmed Purchase(s) will be automatically cancelled and your Buyers will receive a full refund. If you cancel your Account as a Buyer, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 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 these [Terms](#), the [Payments Terms](#), or our [Policies](#);
- 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 the reputation of, or personal safety, or property of Meal Match, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).

15.4 Additional Actions

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 [Terms](#), the [Payments Terms](#), or our [Policies](#), applicable laws, regulations, or third party rights; or
- have provided inaccurate, fraudulent, outdated or incomplete information during the Account registration, Listing process or thereafter; or
- and/or your Listings or Products at any time fail to meet any applicable quality or eligibility criteria; or
- have repeatedly received poor Ratings or Reviews or Meal Match otherwise becomes aware of or has received complaints about your performance or conduct; or
- have repeatedly failed to respond to purchase requests without a valid reason; or
- and Meal Match believes in good faith that such action is reasonably necessary to protect the personal safety or property of Meal Match, its Members, or third parties, or to prevent fraud or other illegal activity:

Meal Match may take any of the following measures:

- refuse to display, delete or delay any Listings Products, Ratings, Reviews, or other Member Content;

- cancel any pending or confirmed purchases;
- limit your access to or use of the Platform;
- temporarily or permanently revoke any special status associated with your Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Account;
or
- any other action or remedy available at law.

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

15.5 Effects of Termination

If we take any of the measures described above:

- we may refund Buyers in full for any and all confirmed Purchases that have been cancelled, irrespective of pre-existing cancellation policies; and
- you will not be entitled to any compensation for pending or confirmed Purchases that were cancelled.

When this Agreement has been terminated, you are not entitled to a restoration of your Account or any of your Member Content. If your access to or use of the Platform has been limited or your Account has been suspended or this Agreement has been terminated by us, you may not register a new Account or access and use the Platform through an Account of another Member.

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

16. Disclaimers

16.1 Assumption of Risk

If you choose to use the Platform or Collective Content, you do so voluntarily and at your sole risk. The Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.

16.2 Adequate Opportunity to Investigate

You agree that you have had whatever opportunity you deem necessary to investigate the Products, laws, rules, or regulations that may be applicable to your Listings, Fund Raising Appeals and/or Products and Services you are receiving and that you are not relying upon any statement of law or fact made by Meal Match relating to a Listing.

16.3 Disclaimer

If we choose to conduct identity verification or background checks 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.

16.4 Release

You agree to release and hold harmless Meal Match and Meal Match Payments from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to you arising from the Listing, Fund Raising Appeals or purchase of an Product or Service or in any way related to a Product or Fund Raising Appeal.

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.

17. Liability

17.1 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 Platform and Collective Content, your publishing of any Listing, or Fund Raising Appeal, or purchase of a Product or Service via the Platform, or any other interaction you have with other Members whether in person or online remains with you.

17.2 No Liability by Meal Match

Neither Meal Match or Meal Match Payments nor any other party involved in creating, producing, or delivering the Platform or Collective Content 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 products, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- these [Terms](#) and [Policies](#);
- from the use of or inability to use the Platform or Collective Content;
- from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Platform;
- from your publishing a Listing or purchasing a Product or Service, Fund Raising Appeal, including the provision or use of a Listing's Products,

whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Meal Match or the Meal Match Payments 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.

17.3 Limitation Of Liability

Except for our obligations to pay amounts to applicable Kitchens pursuant to these [Terms](#), in no event will Meal Match's or Meal Match Payment's aggregate liability arising out of or in connection with these [Terms](#) and your use of the Platform including, but not limited to, from your publishing any Listings or Fund Raising Appeals, or purchasing any Product or Service via the Platform, or from the use of or inability to use the Platform or Collective Content and in connection with any Product, Fund Raising Appeal or Service, or interactions with any other Members, exceed the amounts you have paid or owe for purchases or donations 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 Seller, 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 (AUD\$100), if no such payments have been made for a Member, as applicable.

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

17.4 Third Party Liability

To the maximum extent permitted by law, Meal Match and Meal Match Payments has no liability to you or anyone else for any loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the use of this website or any of the content, even if Meal Match or Meal Match Payments has been advised of the possibility of such loss or damage, or such loss or damage was reasonably foreseeable.

This includes, but is not limited to, the transmission of any computer viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

Meal Match and Meal Match Payments will not be liable to you for any indirect, incidental, special or consequential loss arising from or relating in any way to your use of the Platform, including loss of business profits.

18. Release and Indemnity

You agree to release, indemnify, and hold Meal Match and Meal Match Payments and their affiliates, subsidiaries, and Related Body Corporates (as defined in the *Corporations Act 2001*) 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 Terms or our [Policies](#) or [Standards](#);
- your improper use of the Platform or any Products;
- your interaction with any Member;
- purchase of any Product, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use;
- the Collection and Remittance of Taxes; or
- your breach of any laws, regulations or third party rights.

19. Dispute Resolution

19.1 Condition Precedent

Subject to clause 18.2, 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, Australia 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 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'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'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](#).