



LETS EAT GROUP PTY LTD

TERMS OF USE

Last updated date: 27 November 2017

IT IS IMPORTANT TO READ THESE TERMS OF USE CAREFULLY. THE TERMS CONTAIN INFORMATION AS TO YOUR LEGAL RIGHTS AND OBLIGATIONS.

1. Acceptance of Terms of Use

By accessing and using our website ("Site") or Application, you ("User", "you") actively acknowledge that you have read and understood these Terms of Use and the Privacy Policy. You agree to be bound by them and to comply with all relevant laws and regulations. You also agree that the Terms of Use and Privacy Policy constitute a legally binding and enforceable contract between the User and Lets Eat Group Pty Ltd ("Let's Eat", "Us", "We").

If you do not agree with the Terms of Use or Privacy Policy, do not connect with or access the Site or Application.

The Site and Application are solely for the use of persons aged eighteen (18) years or older. By accessing or using the Site or Application you warrant that you are 18 years or older. Let's Eat expressly prohibits individuals under 18 from accessing or using the Site or Application.

2. Who is Let's Eat?

We operate an online marketplace for Users to engage in both communal dining and the ordering of a variety of home-created foods ("the Services"). Our online marketplace connects Registered "Sellers" (Sellers/ Hosts/ Producers/ Growers/ Makers) with "Buyers" (Eaters/ Guests).

3. Registration

In order to become a User of the Let's Eat Site or Application, you can register either via registration form on the Site or Application, or by using your Facebook Account. Registration is free of charge.

You must provide accurate information when registering your account and expressly agree not to misrepresent your identity or information. Ensure you keep your information up-to-date and accurate so that Let's Eat can continue to provide you with the Services.

The User must not transfer the rights and obligations associated with their account without the express prior written consent of Let's Eat.

The User is solely responsible for maintaining the confidentiality of their Let's Eat account and password, as well as all the activities that occur by your account.

If there is a breach of security or your account, the User must notify us immediately and you must change your password. Let's Eat will not be responsible or held liable for failure to comply with this clause.

Contact Let's Eat's support email help@letseat.com.au to change your username and/or password.

Let's Eat has sole discretion as to whether or not a User can become a Seller. Upon registration, Let's Eat will look at the information you have provided in order to determine whether or not you are suitable to be a Seller for the purposes of these Terms.

4. Use of the Site or Application

Let's Eat expressly prohibits certain conduct on its Site and/or Application. Engaging in the following conduct will result in your Let's Eat account being terminated and potentially expose you to civil and/or criminal liability:

- Use Let's Eat's Site or Application for illegal or unauthorised purposes.
- Use Let's Eat's Site or Application in any form of spam, unsolicited mail or similar conduct.
- Allow access to your Account to anyone other than yourself, including, without limitation, any persons under the 18. You accept full responsibility for any unauthorised use of the Site or Application on your behalf.
- Use Let's Eat's Site for non-personal or commercial purposes (other than as a Host) without Company's express prior written consent.
- Interfere with or violate other Users' rights to privacy and other rights, including collecting data and information about other Users without their express consent, whether manually or automatically.

- Interfere with or disrupt the operation of Let's Eat's Site or the servers or networks that host Let's Eat's Site.
- Breach any laws or regulations or requirements, procedures, policies, or regulations of Let's Eat's servers or networks.
- Misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your site, your business or any statement you make.
- Present false or inaccurate information about the Site.
- As a Host, provide falsely or inaccurate information with respect to the service you offer through Let's Eat's Site and Services for Guests, including, but not limited to any representation you make with respect to your Food Events, including the hosting place and the food you offer via Let's Eat's Services.
- Use or modify any material that is subject to Let's Eat's proprietary rights, including Let's Eat's Intellectual Property and the content on Let's Eat's Site and Application, in any way or by any means, unless expressly permitted in the Terms.
- Transmit, distribute, display or otherwise make available through or in connection with Let's Eat's Site any content which may infringe third party rights, including intellectual property rights and privacy rights, or which may contain any unlawful content.
- Link to elements on Let's Eat's Site, such as images and videos, independently from the web pages of Let's Eat's Site on which they originally appear.
- Create a database by systematically downloading and storing all or any of the Content from the Site.
- Transmit or otherwise make available in connection with the Site any virus, worm, malware, Trojan Horse, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any of Let's Eat's hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component.
- In any way assist or encourage a 3rd party to do any of the foregoing.
- Infringe any of the Terms.

Let's Eat has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

Let's Eat may access and disclose any information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to:

- Assess claims against Let's Eat or to comply with legal process.
- Enforce or manage our agreements with Users, such as these Terms and our Privacy Policy.
- Prevent fraud, undertake risk assessment, investigation, customer support, product development and de-bugging purposes.
- Protect the rights, property or safety of Let's Eat, its Users, or members of the public.

You expressly acknowledge that Let's Eat is under no obligation to monitor your access or use of the Site or Application, nor User Generated Content, but has the right to do so for the purpose of operating and improving the Site and Application, to ensure compliance with these Terms and applicable law, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Let's Eat reserves the right, at any time, without prior notice, and at its sole discretion to remove or disable access to any content that Let's Eat considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Application.

5. Let's Eat's relationship with Sellers and Buyers

Let's Eat is not a party to any agreement between Sellers and Buyers. For the purposes of these Terms; the Seller-Buyer relationship arises where the Buyer orders food created or produced by the Seller for pick-up or delivery.

You agree that Let's Eat has no responsibility nor liability relating to any and all food sold. Further, Let's Eat has no control over the content of the Seller's Menu, nor the suitability, legality or condition of the Seller's kitchen.

You accept that any food sold or purchased is done so at your own risk.

You also agree that Let's Eat is not a party to any agreements entered into by Sellers and Buyers. Further, Let's Eat has no responsibility or liability over the conduct of Sellers, Buyers or any other User of the Site or Application.

6. Let's Eat's relationship with Hosts and Guests

Let's Eat is not a party to any agreement between Hosts and Guests. For the purposes of these Terms; the Host-Guest relationship arises where the Guest attends a Food Event hosted by the Host.

You agree that Let's Eat has no responsibility nor liability relating to any and all food sold. Further, Let's Eat has no control over the content of the Host's Menu, nor the suitability, legality or condition of the Host's kitchen.

You accept that any food sold or purchased is done so at your own risk.

You also agree that Let's Eat is not a party to any agreements entered into by Hosts and Guests. Further, Let's Eat has no responsibility or liability over the conduct of Hosts, Guests or any other User of the Site or Application.

7. Seller's responsibilities

The Seller is responsible for each and every single aspect of food preparation, creation and service delivery. It is also the Seller's sole responsibility to ensure health and safety compliance and compliance with laws and regulations of the Seller's jurisdiction.

As a Seller, you accept that you alone are responsible for your actions and/or omissions, as well as those individuals who assist you in preparation, creation and service delivery, or assist you in any way relating to the use of the Site or Application.

8. Host's responsibilities

The Host is responsible for each and every single aspect of food preparation, creation and service delivery. It is also the Host's sole responsibility to ensure health and safety compliance and compliance with laws and regulations of the Host's jurisdiction.

As a Host, you accept that you alone are responsible for your actions and/or omissions, as well as those individuals who assist you in preparation, creation and service delivery, or assist you in any way relating to the use of the Site or Application.

9. Claims against other Users

By accessing and using the Site and/or Application the User expressly agrees that any legal remedy or liability that resulted from actions or omissions from other Users or 3rd parties will be limited to a claim against those particular Users or 3rd parties.

You acknowledge that you will not attempt to seek legal remedy or impose liability on Let's Eat in regards to the actions or omissions of other Users or 3rd parties.

10. Food Menus

As a Seller and/or Host, you can create Menus to post on the Site and Application. You may be required to disclose certain information relating to the Menu such as ingredients, cooking methods, packaging, location, cleanliness, features and pricing.

All Sellers and Hosts will be required to provide an address where the food is produced. Other Users can order from your Menu via the Site or Application. You cannot raise the listed price of your Menu once the order has been placed. This price will include a Service Fee, see Clauses 12 and 13.

The User accepts that they alone are responsible for the content of their posted Menus. In doing so, you will be in compliance with applicable laws and regulations.

Let's Eat has no responsibility and will not be held liable for a Seller or Host's compliance, or lack thereof, with applicable laws and regulations. Let's Eat may remove any menu from its Site or Application at any time, without prior notice and at its sole discretion.

11. Ratings and endorsements

Users will be asked to rate their fellow Users on their experience. Users must be honest and accurate in their assessment.

A User's rating is not an endorsement nor guarantee by Let's Eat about that User. You should use due diligence and care when interacting with another User.

12. Reservations and fees for Hosts and Guests

Each Guest is welcome to make an online reservation with any Host via Let's Eat's Site or Application ("Reservation"). A Guest will pay for the Reservation by using our Online Payment Processor ("Stripe"). Please note that to make a Reservation, the Guest may be required to provide further information.

However, if you have any food allergies you must contact the Host to inform them. Let's Eat will not be responsible or held liable in the event the Host is not notified of your allergies, and the Guest will attend the Food Event at their own risk.

Once your Reservation is confirmed by the Host, you will be charged the listed price, inclusive of the "Event Fee" and a "Service Fee." The Event Fee is the money Stripe pays to the Host. The Service Fee is credited to Let's Eat.

The "Event Fee" and the "Service Fee" shall be referred to collectively as the "Reservation Amount". The price which is indicated on the Site or Applications reflects the Reservation Amount. The Reservation Amount charged to the Guest will be kept by Stripe and in compliance with any applicable law.

The first Event Fee payable to a Host will take seven (7) days to process. Following this, Stripe will payout further Event Fees to that Host on a rolling 2 day basis.

See Clause 15 for Cancellations and Refunds.

13. Reservation and fees for Sellers and Buyers.

A Buyer will also pay for an Order by using Stripe. Please note that to make an Order, the Buyer may be required to provide further information. This will include their address if the Order is for delivery.

If you have any food allergies you must contact the Seller to ensure their Menu does not affect you. Let's Eat will not be responsible or held liable in the event the Seller is not notified of your allergies, and the Buyer will Order the food at their own risk.

Once your Order is confirmed by the Seller, you will be charged the listed price, inclusive of the “Food Fee” and a “Service Fee.” The Food Fee is the money Stripe pays to the Seller. The Service Fee is credited to Let’s Eat.

The “Food Fee” and the “Service Fee” shall be referred to collectively as the “Order Amount”. The price which is indicated on the Site or Applications reflects the Order Amount. The Order Amount charged to the Buyer will be kept by Stripe and in compliance with any applicable law.

The first Food Fee payable to a Seller will take seven (7) days to process. Following this, Stripe will payout further Food Fees to that Seller on a rolling 2 day basis.

See Clause 15 for Cancellations and Refunds.

14. Payments

Payments are processed via Stripe. We may add or change the Online Payment Processors at any time, without prior notice and at our sole discretion.

Stripe enables you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with Stripe. Stripe is an independent contractors and has no employment or agency relationship with Let’s Eat. Let’s Eat is not responsible in any way for the actions or performance (or lack thereof) of Stripe. The use of Stripe is at your own risk. It is your responsibility to abide by all the terms specified by Stripe in their terms of use and privacy policies. You can find Stripe’s privacy policy here <https://stripe.com/au/privacy> and terms here <https://stripe.com/au/prohibited-businesses>.

You acknowledge that you are fully assuming the risks of conducting any transactions via Stripe.

Hosts and Sellers are required to post prices including all applicable taxes for Reservations or Orders they offer on Let’s Eat. As such, Reservations or Orders may be subject to taxation, as required or ordered by the applicable tax law in the country in which respective Hosts or Sellers reside. Hosts and Sellers are solely responsible to determine the applicable taxes and are hereby required to comply with the applicable tax law and pay any taxes including VAT, surcharges, sales taxes, goods and services taxes, and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes imposed and levied in connection with Reservations or Orders made via Let’s Eat's Site or Application or the payment thereof and they represent and warrant that they will pay such taxes in time and in compliance with the applicable tax law.

Note that failing to pay such taxes, as ordered by applicable tax law, or failing to comply with any provisions specified in the applicable tax law may prevent such Hosts or Sellers from continuing publishing their Food or Food Events on Let’s Eat's Site.

Guests and Buyers warrant that they will pay to their Host or Seller all fees and taxes incurred with your Reservation in a timely manner. Failing to settle your payments including

any taxes incurred with your Reservation, will prevent you from further using Let's Eat's Site and Services.

Further, Hosts and Sellers warrant that when they have received payment and subsequently cancel an Event or Order, they will refund the Guest or Buyer immediately. Failure to do so will result in the seller being removed from the Site or Application. See Clause 15 regarding Cancellations and Refunds.

Notwithstanding the above, Let's Eat shall reserve the right, but have no obligation, to withhold any applicable taxes and obtain any other remedies available by law.

Let's Eat may, at any time, without prior notice and at its sole discretion, amend the fee schedule, payment terms and cancellation policy specified on the Site. Any such changes will take effect immediately after being posted on Let's Eat's Site and Application. Let's Eat may deduct foreign currency processing costs from any payment.

Let's Eat may provide a feature through which Users may view the Reservation Amounts in foreign currencies. This information is believed to be accurate, but we do not warrant or guarantee such accuracy. You hereby agree and acknowledge that these views of fees are for your convenience and informational purposes only. You acknowledge that the applicable exchange rate used for currency conversion processing may not be identical to the applicable market rate in effect at the specific time such processing occurs.

15. Cancellations and Refunds

Let's Eat shall not bear any liability for any cost, expense, loss or damage that you may suffer or incur as a result any User making any form of cancellation. The cancellation and refund process is entirely the responsibility of Stripe. Any disputes regarding cancellations and/or refunds are dealt with in accordance with <https://stripe.com/docs/disputes> and <https://stripe.com/docs/disputes/categories> and at Stripe's sole discretion.

When a Guest or Buyer cancels a Reservation or Order and the payment has not been processed, they will be refunded the Event/Food Fee. If the payment has already been processed through Stripe, the Guest or Buyer will not receive a refund when they cancel.

When a Host cancels a Guest's Reservation, the Host must refund the Guest's total money paid. If the payment has not been processed, the money will be automatically refunded by Stripe. When the payment has been processed, the Guest can raise a chargeback, whereby the money is refunded to the Guest by the Host's bank unless the Host can prove service has been delivered.

Stripe retains the right to charge the cancelling Host for the Service Fee.

When a Seller cancels a Buyer's Order, the Seller must refund the Buyer's total money paid. If the payment has not been processed, the money will be automatically refunded by Stripe. When the payment has been processed, the Buyer can raise a chargeback, whereby the

money is refunded to the Buyer by the Seller's bank unless the Seller can prove service has been delivered.

16. Privacy

Let's Eat's collection and use of the User's Information is regulated by our Privacy Policy.

17. Intellectual property rights

"Intellectual Property" relates to the Site and Application, the Company's proprietary assets and all content relating to the Site and Application (save for User Generated Content) and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered.

The Intellectual Property is owned by Let's Eat and is protected by applicable copyright and other intellectual property laws and international conventions. All rights not expressly granted to the User are reserved by Let's Eat.

The Terms of Use do not convey the User any interest in or to Let's Eat's Intellectual Property. The User is conveyed a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of the Company's Intellectual Property under any law.

To the extent you provide any feedback, comments or suggestions to Let's Eat ("Feedback"), Let's Eat has an exclusive, royalty-free, perpetual, global and irrevocable license to incorporate said Feedback into any Let's Eat current or future products, technologies or services and the Feedback for any purpose all without further compensation to you, without your approval or prior notice and at our sole discretion. You agree that all Feedback is not confidential.

If your User Generated Content has been copied by another User, contact help@letseat.com.au. Let's Eat has sole discretion and may without notice terminate an Account of Users reasonably believed to be infringing the copyright of Let's Eat or other Users.

18. User Content

You agree by using the Site or Application that Let's Eat has an irrevocable and worldwide right to sub-licence, use, view, adapt, distribute or otherwise exploit in any way, all User Generated Content, for the purposes of promoting the Site or Application or Let's Eat itself.

Let's Eat does not claim ownership rights in relation to any of the User Generated Content.

You acknowledge that any User Generated Content is solely your responsibility and that all User Generated Content is available through the Site or Application. Further, you accept that you are the sole and exclusive owner of all User Generated Content which is made available by you on the Site or Application. You acknowledge that any User Content will not infringe, misappropriate or violate a third party's proprietary or intellectual property rights, or result in the violation of applicable laws or regulations.

19. Amending the Terms of Use

Let's Eat reserves the right to amend these Terms of Use at any time, without prior notice and at its sole discretion. If the Terms of Use are amended, the update will be posted on the Site and Application, or otherwise, we will provide you with notice of the amendment. Also, we will update the last updated date at the top of this page.

Continuing to access or use the Site or Application after you have been notified of the amendment to the Terms of Use constitutes acceptance to be bound by the modified Terms of Use. If you do not agree to the amendment, you must immediately cease using the Site or Application.

20. External links

The Site and Application may contain links to third-party websites. You acknowledge and agree that Let's Eat is not responsible or liable for:

- The availability or accuracy of such websites.
- The content, products, or services on or available from such websites.

Just because Let's Eat's Site or Application contains links to such websites, it does not imply any endorsement by Let's Eat of such websites or resources or the content, products, opinions or services available from them. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

21. Dispute Resolution

Any dispute, issue or claim between the User and Let's Eat arising out of or relating to these Terms, including, but not limited to its operation, interpretation, breach, enforcement and termination must first be subject to negotiation between the parties.

Each party retains the right to seek equitable relief in when there is an actual or likely infringement or violation of either party's Intellectual Property.

22. Suspension and Termination of Let's Eat Account

At any time, without prior notice and at our sole discretion, with reasonable cause, Let's Eat may restrict, suspend or terminate your Let's Eat Account. As a consequence, you will not be able to access the Site or Application or any User Generated Content. Any pending or confirmed Food Events, Reservations or Orders will be cancelled, to which you will not receive any refunds.

23. Disclaimer

As a User, you are accessing or using the Site and/or Application at your sole risk. You acknowledge and agree that Let's Eat does not have an obligation to conduct background checks on any User, but has sole discretion to do so.

The Site and Application are offered without warranty of any kind. Let's Eat makes no warranty that the Site and Application, including content such as Menus, will meet your requirements, standards or be readily and easily available.

Further, Let's Eat makes no warranty regarding the quality of any food, Menus, Sellers, Buyers, Hosts or Guests.

No advice or information, whether oral or written, obtained from Let's Eat or through the Site and Application will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with all other Users of the Site or Application. Let's Eat makes no representations or warranties as to the conduct of such Users of the Site or Application. You must take reasonable precautions when communicating with other Users.

Let's Eat cannot be held responsible if you decide to meet a fellow User offline or in person regardless of whether such meetings are organised through the Site or Application.

Notwithstanding Let's Eat's appointment as the limited payment collection agent of the Sellers and Hosts for the purpose of accepting payments from Buyers and Guests, Let's Eat explicitly disclaims all liability for any act or omission of any User or associated third party.

24. Indemnification

You expressly agree to release, defend, indemnify, and hold Let's Eat and its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- Your access to or use of the Site or Application.
- Your User Generated Content.
- Your communication and/or interaction with any User in any respect, whether via the Site or Application or in any other means.
- The consumption of any food by you, including but not limited to any injury or damages of any kind arising in connection with or as a result of your ordering or consumption of any food.

25. Limited liability

You expressly acknowledge that your access and use of Let's Eat's Site and/or Application, your participation in any Food Event and your experiences as a Seller or Buyer are done entirely at your own sole risk.

To the full extent of the applicable law, Let's Eat will not be liable for any damage of any kind, including, but not limited to, incidental, special, punitive, direct, indirect, or consequential damages of any kind, under any legal theory, including, but not limited to, contract, negligence, tort, strict liability, loss of goodwill or profits or data or information, which arises out of or relating to the Site or Application, your participation in any Food Event, your experience as a Seller or Buyer, performance of the Site or Application and any other act or omission by Let's Eat by any other cause whatsoever.

26. Availability of Site or Application

Let's Eat has and will continue to ensure to the best of its ability the effective availability and functionality of its Site and Application. However, you acknowledge that Let's Eat cannot guarantee that either the Site or Application will operate seamlessly at all times, be error free nor suffer unauthorised access.

27. Assignment

You may not assign or transfer these Terms in any way without Let's Eat' prior written consent. Any attempt by the User to assign or transfer these Term without prior written consent will have no effect. Let's Eat may assign or transfer these Terms at any time, without notice and at its sole discretion.

28. Contact Let's Eat

If you have any questions about these Terms of Use please contact us by email help@letseat.com.au