

Terms and Conditions

Sowelu Investments Pty Ltd

Trading as The Pizza & Pasta Kitchen / Claudia Road Cafe

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use govern your use of The Pizza & Pasta Kitchen / Claudia Road Café website and The Pizza & Pasta Kitchen / Claudia Road Cafe ordering APP (TPPK APP). In these terms and conditions “website” means an internet website, the App, web app, web application, TPPK app and any other like software utilised by The Pizza & Pasta Kitchen / Claudia Road Cafe from time to time.

Subject to law, The Pizza & Pasta Kitchen / Claudia Road Cafe may, in its discretion, from time to time amend or modify the Terms and Conditions of Use. The Pizza & Pasta Kitchen / Claudia Road Cafe recommends you carefully read, each time you visit the website, the Terms and Conditions of Use as they may affect your rights.

ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE BEFORE USING THE WEBSITE. If you do not agree to these Terms and Conditions of Use do not use the website or order using the TPPK App. By continuing to browse, view content, shop or purchase on the website or using the TPPK App, you are deemed to have fully and unconditionally accepted and agreed to these Terms and Conditions of Use.

INTELLECTUAL PROPERTY

The entire content included in the website including but not limited to text, images, logos, graphics, audio, video or code is owned by The Pizza & Pasta Kitchen / Claudia Road Cafe, its affiliates or related entities. Where content on the website is provided by persons other than The Pizza & Pasta Kitchen / Claudia Road Cafe then that content is deemed to be owned by the person providing it and is protected by Australian and International copyright laws.

You must not transmit, broadcast, edit, adapt or make use of any content on the website whether belonging to The Pizza & Pasta Kitchen / Claudia Road Cafe or an external provider. Where any content of the website is downloaded or printed you agree that such content is to be used solely for private and non-commercial purposes or to evaluate and/or purchase any The Pizza & Pasta Kitchen / Claudia Road Cafe products.

ORDERING WITH THE PIZZA & PASTA KITCHEN (TPPK) APP

The **TPPK** App is the online ordering application used by you to place your order for The Pizza & Pasta Kitchen / Claudia Road Cafe (**TPPK products**).

When using the **TPPK** App you acknowledge and agree that you must set up a user account which will require you to provide the following information:

1. Your full name;
2. Your address;
3. Your telephone number;

4. Your email address;
5. Your username;
6. Your password;
7. Your credit card details; and
8. Any other information The Pizza & Pasta Kitchen / Claudia Road Café deems necessary from time to time.

You are solely responsible for selecting your username and password in relation to using the TPPK App and The Pizza & Pasta Kitchen / Claudia Road Café or any of its affiliates or related entities will not be responsible or liable to you resulting from:

1. An inappropriate or poor choice of username or password;
2. A failure to change your password on a regular basis;
3. A failure to promptly inform The Pizza & Pasta Kitchen / Claudia Road Café of a possible identity theft; or
4. A failure to keep your username and password hidden and secret.

You are responsible for maintaining confidentiality of all your personal details, password and payment details. You agree to accept full responsibility for all your activities on the website and the TPPK App. If you place an order using the TPPK App The Pizza & Pasta Kitchen / Claudia Road Café may send you an email or SMS confirming the details of your order, the confirmation will not constitute a tax invoice. The TPPK App must only be used by persons over the age of eighteen (18) years, or otherwise under the supervision of an adult or guardian. The Pizza & Pasta Kitchen / Claudia Road Café reserves the rights to refuse service, terminate your access to the website or online TPPK App, remove or edit any content or cancel your order/s in its sole discretion and without any notice to you.

In purchasing any TPPK products using the TPPK App, you will be required to:

1. Select the type and quantity of The Pizza & Pasta Kitchen / Claudia Road Café products you wish to purchase; and
2. Pay for the selected The Pizza & Pasta Kitchen / Claudia Road Café products utilising the credit card nominated by you when setting up your user account.
3. You acknowledge and agree that in relation to any The Pizza & Pasta Kitchen / Claudia Road Café products purchased by you via the TPPK App:
4. You must collect the purchased The Pizza & Pasta Kitchen / Claudia Road Café products selected by you within a reasonable period of time after you have purchased and paid for those The Pizza & Pasta Kitchen / Claudia Road Café products; and
5. You are not entitled to a refund or credit for any The Pizza & Pasta Kitchen / Claudia Road Café products purchased and paid for by you if you fail to collect the The Pizza & Pasta Kitchen / Claudia Road Café products within a reasonable period of time after you have purchased and paid for them.

In using the TPPK App you:

1. Acknowledge that all online orders are treated as an express intention to purchase the nominated goods and services for the agreed online prices;
2. Indemnify The Pizza & Pasta Kitchen / Claudia Road Café from all claims relating to a failure of the TPPK App.

In making the TPPK App available for use, you acknowledge that The Pizza & Pasta Kitchen / Claudia Road Café:

1. In its capacity as agent, collects and processes any online payments and remits this amount to the store from which The Pizza & Pasta Kitchen / Claudia Road Café products are provided;
2. Makes no warranties or representations regarding The Pizza & Pasta Kitchen / Claudia Road Café products to be provided (including availability and delivery);
5. Does not guarantee that the website or the TPPK App systems will be error free or any errors will be corrected;
6. Does not guarantee that the website or the TPPK App will be free from any viruses or other harmful components; and
7. Reserves the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

RETURNS/REFUNDS

Unless required by law, The Pizza & Pasta Kitchen / Claudia Road Café products purchased cannot be returned and The Pizza & Pasta Kitchen / Claudia Road Café will not provide a refund of any money paid to it.

SECURITY POLICY

The Pizza & Pasta Kitchen / Claudia Road Café uses Pay stream for its online credit card transaction. Pay stream processes online credit card transaction for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on using the TPPK App using the pay stream gateway are secured payments whereby:

1. Payments are fully automated with immediate response;
2. Your complete credit card number cannot be viewed by The Pizza & Pasta Kitchen / Claudia Road Café or any outside party;
3. All transactions are performed under 128 Bit SSL Certificate;
4. All transaction data is encrypted for storage within pay stream bank-grade data centre, further protecting your credit card data;
5. Pay stream is an authorised third party processor for all the major Australian banks;
- 6 Pay stream at no time touches your funds; and

7. All monies are directly transferred from your credit card to the merchant account held by The Pizza & Pasta Kitchen / Claudia Road Café.

You must take all necessary steps to ensure that the information sent by you to website as well as the information sent from the website to you is protected by up to date third party software including, but not limited, firewall software, antivirus software and any other security protection software available.

All information sent by you to the website is done so at your own risk.

ACCESS AND RESTRICTIONS

You acknowledge and agree that from time to time access to the website or the TPPK App may be denied for any one or all of the following reasons:

1. Maintenance and/or repairs;
2. Upgrades and enhancements;
3. The Pizza & Pasta Kitchen / Claudia Road Café server down time or failure;
4. The Pizza & Pasta Kitchen / Claudia Road Café systems down time or failure; or
5. Software utilised by The Pizza & Pasta Kitchen / Claudia Road Café is corrupt or has failed.

YOUR PRIVACY

The Pizza & Pasta Kitchen / Claudia Road Café is an organisation that respects and values your privacy and agrees to use all reasonable endeavours to keep your private and personal information safely and securely stored at all times to avoid misuse, loss, unauthorised access, modification or disclosure and handle your private and personal information in an appropriate manner.

OMISSIONS AND ERRORS

Whilst The Pizza & Pasta Kitchen / Claudia Road Café makes every effort to ensure the accuracy of its website and TPPK App content, you acknowledge that periodically omissions or errors may appear in relation to some content of website and the TPPK App including but not limited to errors in the price, name, description, quantity, dimensions, weight colour, size, texture or any other aspect of The Pizza & Pasta Kitchen / Claudia Road Café products sold. If you believe that an error or omission exists on the website or the TP,PK App, we kindly request that you immediately notify us of the error or omission.

You acknowledge and agree that The Pizza & Pasta Kitchen / Claudia Road Café is not in any way liable to you for any direct or indirect loss, damage, cost or expenses suffered or incurred by you as a result of any error or omission appearing on the website or the TPPK App.

THE PIZZA & PASTA KITCHEN / CLAUDIA ROAD CAFE LIABILITY FOR PRODUCTS SUPPLIED

The Pizza & Pasta Kitchen / Claudia Road Café is not liable to you or any other person for any claim, demand, action, suit, proceeding, liability, loss, damage, cost, fee or expense of whatever nature suffered or incurred by you or any other person from the purchase or consumption of any The Pizza & Pasta Kitchen / Claudia Road Café product, and you agree to indemnify The Pizza & Pasta Kitchen / Claudia Road Café from and against any claim,

demand, action, suit, proceeding, liability, loss, damage, cost, fee or expense of whatever nature suffered or incurred by you or any other person under this clause; and

Should The Pizza & Pasta Kitchen / Claudia Road Café become legally liable to you for any loss or damage suffered or incurred by you from your purchase or consumption of any The Pizza & Pasta Kitchen / Claudia Road Café product, you agree that The Pizza & Pasta Kitchen / Claudia Road Café liability to you is at all times limited to the amount for which you purchased your The Pizza & Pasta Kitchen / Claudia Road Café products.

INDEMNITY

You agree to defend, indemnify and hold harmless The Pizza & Pasta Kitchen / Claudia Road Café and related corporations, affiliates and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from or in connection with:

1. Your use of and access to the website (including the TPPK App);
2. Your violation of any term of these Terms and Conditions of Use; and
3. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
4. Any claim that one of your user submissions caused damage to a third party; and
5. Use of your user submissions by The Pizza & Pasta Kitchen / Claudia Road Café.

GENERAL

These Terms and Conditions of Use constitute a legally binding agreement between you and The Pizza & Pasta Kitchen / Claudia Road Café concerning the website, including the TPPK App. These Terms and Conditions of Use are governed by the laws of the State of New South Wales and all Federal laws of Australia. Any claim or dispute between you and The Pizza & Pasta Kitchen / Claudia Road Café that arises in whole or in part from the website will be decided exclusively by a court of competent jurisdiction located in the State of New South Wales.