

Yummy Taste Subscription/Listing Packages Terms & Conditions of Use

Last Updated: 01 March 2018

1. Introduction

The terms & conditions listed below govern the use of the Yummy Times Group (“**YTG**”) company products and services. Your use of this service is conditioned on your acceptance and compliance with these terms. Here specifically, these rules relate to the Yummy Taste Subscription/Listing Packages (“**Subscription Packages**”) offered on the YTG website (<http://www.yummytimesgroup.com.au>) and the associated MINDBODY Online store (<https://clients.mindbodyonline.com/classic/ws?studioid=250799&sessionChecked=true>), managed and updated by YTG.

Herein, the terms “you” and “your” refer to the entity (restaurant, business (sole trader, partnership, company, etc.) or organisation) responsible for purchasing any subscription package offered by YTG, inclusive of the ‘Free Listing’, which does not necessitate the payment of a fee. These terms & conditions constitute an agreement between you and YTG in relation to the provision of a service. If you disagree with any part of these terms, you are not eligible to access the service.

The following are definitions for additional terms used throughout:

- a. “The Packages” refers to the ‘Free Listing’, ‘Basic Listing’, ‘Advanced Listing’, ‘Sponsorship Package’ and ‘Introductory Package’ as they are detailed on the YTG website (<http://www.yummytimesgroup.com.au/restaurant-pricing.php>) at the time of your agreement to these terms.
- b. “The Service” or “Services” refers to the specific features of the packages detailed on the YTG website (<http://www.yummytimesgroup.com.au/restaurant-pricing.php>) at the time of your agreement to these terms.
- c. “The App” refers to the *Yummy Taste* mobile application (developed by MINDBODY Branded Apps), available for download on the Google Play Store and the Apple App Store.
- d. “The Website” refers to the YTG company website (<http://www.yummytimesgroup.com.au>)

2. General Rules & Terms of Use

2.1 Registration

Upon registering to purchase a subscription package, it is your responsibility to ensure that you provide YTG with the correct information for your listing.

2.2 Content

- a. All content uploaded to the website or app is the property of YTG.
- b. Where you provide content for advertising to YTG, you give YTG the right to use this content as we see fit. This may involve minor modifications if necessary.

- c. Where providing content, you must ensure that the material does not offend, isolate, or discriminate against any demographic, whether that be by gender, age, location, marital status, race or otherwise. YTG maintains the right to reject or withdraw any content that does not adhere to this policy without notice.
- d. You are prohibited from providing any advertising material that may be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or discriminatory in any manner. This includes any material that would constitute a criminal offence, give rise to liability on YTG's behalf or otherwise violate any law whatsoever.
- e. When you provide YTG with your logo, you are authorising YTG to use it in our own graphics, artworks, and create an affiliation with our own brand and others for the purpose of promoting YTG's services.

2.3 Use of The Website & The App

- a. You must not disrupt or interfere with the website, app, servers or other software, hardware or equipment connected to, or via the website or the app.
- b. You must not reproduce any content from the website or the app without the express written of YTG, which may be withheld or granted on specific terms, in YTG's absolute discretion.

2.4 Use of Content Provided to You

- a. Where you are provided with content, artwork or otherwise, you are entitled to use it as it is provided, but you must not alter, modify or otherwise edit the content in any way that removes credit to YTG as its owner and creator.
- b. Unless authorised by YTG or the law, you must not sell, reproduce, distribute, or otherwise infringe on YTG's intellectual property rights.
- c. Provided content is to be used at your own risk. YTG does not accept responsibility or liability for any claims arising from your use of this content. YTG will not be liable or responsible for any loss or damage incurred as the result of the use of this content.

3. Data Protection

Your Data

YTG certifies that any personal or business information supplied to us will not be sold or otherwise distributed to any third party organisation. When you provide us with information, it is to be used in accordance with the relevant privacy laws in place in NSW.

4. Termination

4.1 Terminating a Contract

- a. If at any time you decide to terminate your contract, you are required to contact YTG directly using the contact details listed in Section 8 of these terms. If you fail to do so, YTG accepts no liability in ensuring that your subscription service and any related payments are ceased.

b. If terminating a contract or opting out of renewal (see below), your notice to terminate the contract must be received before 5:00 pm (GMT+10) on a business day. You must provide notice of at least two business days before your next payment is due.

4.2 Opting Out of Renewal

a. You may opt out of renewing your subscription by contacting YTG directly using the contact details listed in Section 8 of these terms.

b. As above, you must provide YTG with notice of at least 2 business days before your next payment is due. If you fail to do so, you may be liable for the payment of the fee for the next period.

c. If you purchase a subscription package at the yearly rate, you will receive an invoice up to one month prior to the due date for your renewal. If you do not wish to renew your contract, please contact YTG and you will not be issued with an overdue notice.

4.3 Refund Policy

a. Fees billed on a monthly or yearly basis are not eligible for a refund of any kind.

b. If you purchase a service at the yearly rate and decide that you wish to cancel your subscription, you will not be eligible for a refund, whole or in part, of the fee paid.

c. In the case that a payment has been made in error (e.g. two payments deducted for a single month), YTG will assess the case, and make to remedy the situation as soon as possible. In this case, please allow a reasonable amount of time for the funds to be returned to the account from which they were billed.

4.4 Termination on the Basis of a Breach of These Terms

In the case that YTG judges that you have breached the terms and conditions outlined here, YTG reserves the right to cancel your contract at any time and without notice.

5. Payment Terms

5.1 The term of this agreement begins on the date that you purchase your subscription and continues until terminated.

5.2 Monthly Subscription Packages

a. Services may be offered at a monthly or yearly payment rate. Should you choose to opt in to a monthly subscription package, you authorise YTG to charge you at the specified rate for a minimum of twelve months. These monthly payments over the minimum term (twelve months) will amount to a yearly subscription.

b. Monthly subscription packages will be billed each month on the date upon which you purchased the package.

- c. At the conclusion of the minimum term (twelve months), your subscription will be automatically renewed unless you inform YTG of your intention to cancel your subscription.
- d. After twelve months, you are entitled to cancel your subscription at any time.
- e. Please note that automatic renewal does not apply to Introductory Packages. For the terms & conditions applicable to Introductory Packages, see Section 5.4.

5.3 Yearly Subscription Packages

- a. Should you choose to purchase a yearly subscription at the discounted rate, the payment must be made in full prior to claiming any of the specific benefits listed in the description of the service.
- b. By purchasing a yearly subscription, you consent to being invoiced at the end of the subscription period for the renewal of your services. Should you wish to terminate the service, you are bound by the terms outlined in Section 4 of these terms.

5.4 Introductory Packages

- a. Introductory Packages last for six months only.
- b. Should you choose to pay monthly, you authorise YTG to charge you at the specified rate for the introductory term (six months). Your subscription will be billed each month on the date upon which you purchased the package.
- c. At the conclusion of the six-month term, there is no automatic renewal. The package subscription will simply end unless you elect to upgrade to another service package.
- d. Should you wish to terminate the service at any time, you are bound by the terms outlines in Section 4 of these terms.

5.5 General Payment Terms

- a. All subscription fees are inclusive of GST.
- b. Invoices must be paid on time. Failure to do so constitutes a breach of this agreement.
- c. If you dispute your invoice, a claim must be made to YTG within 30 days of the invoice date, otherwise you will be liable to pay the invoice in full.
- d. If a new account has been created as a result of a legal entity change, you should ensure that the account on file for your previous payments remains open for a minimum of 90 days to fund any fees/charges that may occur.

6. Changes

6.1 Changes to Membership Terms

YTG may modify or supplement these terms and conditions from time to time by updating this listing. The revised terms will take effect when they are posted.

6.2 Changes to The Website & The App

- a. While YTG attempts to keep the content of the website and the app up to date, we cannot guarantee the accuracy or currency of the content at all times.
- b. You acknowledge that the content on website and the app are liable to change at any time.

6.3 Changes to Pricing

- a. All prices quoted on the website are in Australian dollars unless otherwise indicated.
- b. Prices quoted should be used as a guide only as they may be subject to change.

6.4 YTG's Rights

Yummy Times Group reserves the right to update, change or amend the terms and conditions outlined at any time, and reserves the right to all final decisions made.

7. Liability

7.1 Liability Disclaimers

YTG makes no express warranties or representations regarding the quality and/or accuracy of the website, the app or the services provided. We offer the website and the app as is, and do not accept responsibility for any use of, or reliance on, the website, the app, or for any disruption in these services. We do not ensure the full accuracy, completeness, quality, currency, compatibility, or security of the website or the app. YTG does not guarantee that the website or app will be compatible with all computer equipment or mobile devices, and does not guarantee that the website, the app, their servers or any emails that may be sent from YTG are free of viruses or harmful components, and you are advised to check for these prior to using the services or opening email attachments.

To the fullest extent under applicable law, YTG limits its liability, with particular emphasis on damages that may be caused unintentionally. YTG shall not be liable for any actual, incidental, indirect or consequential loss or damage caused, provided that nothing in these terms may limit or exclude such liability or where such liability is limited by law. YTG will not be liable for damages, whether such loss or damage was foreseeable (known or otherwise), in the case of loss of revenue, loss of actual or anticipated profit, loss of anticipated savings, or loss of, corruption, or damage to date, systems or programs.

Should you be dissatisfied with any portion of the website, the app, the services, or any of these terms, your sole and exclusive remedy is to discontinue your use of the website, the app, and the services.

You agree to defend and indemnify YTG, its affiliates, officers, directors, employees, and agents from and against all claims, damages, obligations, losses, liability, costs or expenses, including but not limited to legal costs, that may arise from your use of the website, the app, the services, or your violation of the terms and conditions as outlined here. This indemnity will survive this agreement and your use of the website, the app, and the services.

8. Contact

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