



## **Acknowledgment And Acceptance Of Terms And Conditions**

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Kez's Kitchen may amend these Terms and Conditions from time to time. Any amendment will be effective immediately upon notice by e-mail, conventional mail service, or any other means of communication, including notification in this section of this Web Site. Your continued use of this Web Site after any amendment becomes effective constitutes an agreement by you to abide by and be bound by these Terms and Conditions, as so amended.

## **Ordering Goods**

Any order placed by you in the manner described by Kez's Kitchen is an offer by you to purchase a particular product or service for the price (including the delivery and other charges) specified by Kez's Kitchen at the time you place your order. Kez's Kitchen reserves the right to accept or reject your offer for any reason, including, without limitation, the unavailability of any product, an error in the price or the product description supplied by Kez's Kitchen, or an error in your order. There may be reasons why Kez's Kitchen cannot fulfil your order. Therefore, your contract with Kez's Kitchen only comes into existence when Kez's Kitchen advises you that it has accepted your order and receipt of your payment has been confirmed.

Prices of products and services and delivery and other charges displayed by Kez's Kitchen are current at the time of issue, but may change at any time and are subject to availability. The availability of products and services may change from time to time.

Kez's Kitchen will retain title to the products you order until you have made payment in full for those products.

You are responsible for any taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any products or services acquired or ordered by you from Kez's Kitchen.

## **User And Other Information Provided By You**

You agree to:

- provide certain current, complete, and accurate information about yourself as prompted to do so by Kez's Kitchen; and
- maintain and update this information as required to keep it current, complete and accurate.

Any order placed by you with Kez's Kitchen must contain your name, email address, mailing address, credit card name and number and the expiry date of your credit card so that Kez's Kitchen can process your order.

All information provided by you when you sign up to become a Member or which you provide when placing an order is referred to in these Terms and Conditions as "User Information". You grant to Kez's Kitchen the right to disclose to third parties certain aspects of your User Information, provided that such disclosures do not include your name, mailing address, email address, account number or phone number, unless you expressly direct Kez's Kitchen to disclose such information.

When you provide any User Information you are representing and warranting that all of the information provided is true and correct and are agreeing to indemnify Kez's Kitchen for any losses, costs, expenses or damages that Kez's Kitchen may suffer if any of this information is not correct.

You must not transmit or attempt to transmit any material of any kind to this Web Site which contains a virus, malicious computer code or other harmful component or otherwise attempt to alter any of the content on this Web Site.

If any user information provided by you is incomplete or inaccurate or you attempt to transmit any material of any kind to this Web Site which contains a virus, malicious computer code or other harmful component or you otherwise attempt to alter any of the content of this Web Site, or you are otherwise in breach of these terms and conditions, Kez's Kitchen retains the right to terminate your rights to use this Web Site and to prosecute you to the fullest extent of the law. You consent and agree to the disclosure by Kez's Kitchen to any law enforcement agency in any jurisdiction that is investigating any breach or suspected breach of any law in any jurisdiction of your identity or other information provided by you to this Web Site, upon being requested to do so by that law enforcement agency.



## Termination

Your ability to purchase products and services from Kez's Kitchen may be terminated at any time by Kez's Kitchen without notice. All restrictions, licenses and the like granted by you and all disclaimers and limitations of liability by Kez's Kitchen will survive termination.

Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately discontinue use of this Web site.

## Security

Under accepted codes of conduct operating within the banking industry, your bank cannot hold you liable for more than \$50.00 of fraudulent charges, unless your actions have contributed to the unauthorised use of your credit card. In the event of unauthorised use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

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## Release And Indemnity

You hereby waive, release, forgive, discharge and relinquish any and all claims that you now have or may have against Kez's Kitchen, its related bodies corporate, directors, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to any transaction.



You hereby agree to indemnify, defend and hold Kez's Kitchen, its related bodies corporate, directors, employees, agents and representatives harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by Kez's Kitchen, its related bodies corporate, directors, employees, agents and representatives arising out of or in connection with the performance of its duties as described in these Terms and Conditions including the legal costs, fees and expenses of defending itself against any claim by any or all of the parties to any transaction and/or by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold Kez's Kitchen, its related bodies corporate, directors, employees, agents and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Web Site, the violation of these Terms and Conditions by you, or the infringement by you, or other user of this Web Site using your user ID, of any intellectual property or other right of any person or entity.

### **Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Victoria. You and Kez's Kitchen agree to submit to the exclusive jurisdiction of the courts of the state of Victoria. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Kez's Kitchen's failure to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Kez's Kitchen in writing.

### **Limitation Of Liability**

Kez's Kitchen will in no way be liable for any direct, indirect, incidental, special or consequential damages, resulting from your use or your inability to use this Web Site or for the cost of procurement of substitute products or services or resulting from any products or services purchased or obtained or messages received or transactions entered into through this Web Site or resulting from unauthorised access to or alteration of your transmissions or data or of any information contained on this Web Site, including but not limited to, damages for loss of profits, use, data or other intangible, even if Kez's Kitchen has been advised of the possibility of such damages.

Where any Act of Parliament implies in these Terms and Conditions any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions, however, the liability of Kez's Kitchen for any breach of such term, condition or warranty shall be limited, at the option of Kez's Kitchen, to any one or more of the following:

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

### **Disclaimer**

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## General

The products and services offered for sale by Kez's Kitchen are only available to individuals who can make legally binding contracts. The products and services are not available to persons under the age of 18 years old and any other persons who are legally prohibited from entering into binding contracts.

Any party engaging in illegal activities involving the use of this Web site will be subject to civil and criminal prosecution. Kez's Kitchen cannot guarantee that it will be able to prevent any illegal or inappropriate use of this Web site, nor can Kez's Kitchen guarantee that it will give advance notice or warning of any illegal or inappropriate use of this Web site.

## Delivery

All times for delivery listed by Kez's Kitchen are indicative only. Kez's Kitchen will not be liable for any failure to observe these delivery times. You understand and agree that you shall not be entitled to withdraw or modify any commitment made for the purchase of products or services from this Web Site once that commitment has been made for any reason.

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**KEZ'S KITCHEN**

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