



## **CURRENT AS AT JANUARY 2020**

### **Terms of Service**

#### **Acknowledgment and Acceptance of Terms and Conditions**

The Kez's Kitchen Web Site is owned and operated by Mickies Bikkies Pty Ltd ATF The Mickies Bikkies Unit Trust ("Kez's Kitchen"). By accessing, browsing or using this Web Site, you agree to these terms, conditions and disclaimers as amended from time to time ("Terms and Conditions") and acknowledge and agree that you have read and understood these Terms and Conditions.

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.

#### **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.



## Copyright

Unless otherwise indicated, copyright in the information on this Web Site is owned by Kez's Kitchen. All rights reserved. This site or any portion of this site may not be reproduced, duplicated, copied, sold, re-sold or otherwise exploited for any commercial purpose that is not expressly permitted by Kez's Kitchen. You may download a single copy of the information on this Web Site and, where necessary for its use as a reference, keep a temporary copy in your computer's cache and make a single hard copy of that information. Except as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no part of the information contained on this Web Site may be otherwise reproduced, adapted, performed in public or transmitted in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and information retrieval system) without the specific prior written consent of Kez's Kitchen.

## Links To Other Websites

This site may contain links to Web Sites maintained by other companies and organisations. Kez's Kitchen does not make any representation as to the accuracy of information contained on those Web Sites and will not accept any responsibility for the accuracy, ownership or any other aspect of the information contained on those other Web Sites. This Web Site may also contain third party advertisements (including banner ads and referral buttons) which contain embedded hyperlinks to Web Sites operated by third parties. All third party advertising is paid for by the relevant third party advertisers and the placement of third party advertisements on this Web Site does not constitute a recommendation or endorsement by Kez's Kitchen of the products or services advertised. The third party advertiser is solely responsible to you for any representations or offers made by it and for the delivery of any goods or services you agree to purchase from any third party Web Site.

## Third Party Copyright And Trademarks

Third party names, logos and icons identifying third party products and services referenced herein are trademarks or registered trademarks of their respective owners. All other product and/or brand or company names mentioned herein are copyrights and/or trademarks of their respective owners.

## Virus Warning

Kez's Kitchen does not represent that any information (including any file) obtained from or through this Web Site is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses. Kez's Kitchen will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), however caused and whether by negligence or otherwise, which may result directly or indirectly from any such information. To the extent that any applicable law that cannot be excluded imposes any liability on Kez's Kitchen, that liability shall be limited to the cost of re-supplying that information.

## 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**

The information contained on this Web Site is provided by Kez's Kitchen in good faith on an 'as is' basis. The information is believed to be accurate and current at the date the information was placed on this Web Site.

None of Kez's Kitchen, its related bodies corporate, any of their directors, officers or employees makes any representation or warranty as to the reliability, accuracy or completeness of the information contained on this Web Site (including in relation to any products or services) and none of them accept any responsibility arising in any way (including negligence) for errors in, or omissions from, the information contained on this Web Site. To the fullest extent permitted by applicable law, Kez's Kitchen disclaims all representations and warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Kez's Kitchen makes no warranty that the Web Site or any products or services advertised on the Web Site will meet your requirements, or that the Web Site will be uninterrupted, timely, secure or error free.

None of Kez's Kitchen, its related bodies corporate, any of their directors, officers, employees, shareholders or any of its Members, while such Members are participating in Kez's Kitchen, are engaged in or represent that they are engaged in rendering any legal, medical, counselling or other professional advice or services. None of Kez's Kitchen, its related bodies corporate, any of their directors, officers, employees or shareholders shall be responsible or liable (including negligence) for any loss or damage caused or alleged to be caused, directly or indirectly, as a result of reliance by any person on any of the information or ideas contained in, or referred to in this Web site. Independent professional counselling or advice should be independently obtained for any problem, situation or occurrence peculiar to you or in relation to which you wish to rely.

You expressly acknowledge and agree that Kez's Kitchen does not control other users of this Web Site or the suppliers of goods and services purchased from this Web Site and Kez's Kitchen is therefore not liable for their opinions or their behaviour, including any information or advice provided by them or any defamatory statements made by them or any offensive conduct on their part.

No advice or information, whether oral or written, obtained by you from or through this Web Site creates any warranty not expressly made in these Terms and Conditions

Information on this Web Site relating to products and services has been prepared in accordance with Australian law for the supply of goods and services in Australia only. This information may not satisfy the laws of any other country. To the extent that it does not satisfy the laws of the country in which you reside or from which you are accessing this Web Site, it is not directed at you and cannot be relied upon by you and you are unable to order any goods from this Web Site. If you do, you agree to indemnify Kez's Kitchen for any losses, costs, expenses or damages Kez's Kitchen may suffer as a consequence.



## 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.

---

---

ACN 616 128 860 ABN 72 912 437 867

---

P +613 9790 1100 F +613 9790 1800 FREE CALL 1800 COOKIE OR 1800 266 543

---

474 Princes Highway Noble Park, 3174 Victoria Australia

---

[kezs.com.au](http://kezs.com.au)