

HCP Meals Customer Terms and Conditions

1 Overview

- 1.1 Chirag Pty Ltd ACN 608 971 197 (**we, us, our**) operates the platform named HCP Meals with domain name **www.hcpmeals.com.au (Platform)**, a platform developed and owned exclusively by us. These Terms and Conditions (**Terms and Conditions**) record an agreement between you (**you, your, Customer**), as the user and us for the purpose of your use of the Platform.
- 1.2 We and our third-party licensors reserve the right to update, modify, replace, limit, and expand the Platform and its functionality.
- 1.3 Prior to using the Platform, you should read these Terms and Conditions carefully.

2 Acceptance of Terms and Conditions

- 2.1 By using the Platform, you are accepting these Terms and Conditions and agree to be bound by them.
- 2.2 We reserve the right to make changes to these Terms and Conditions from time to time without notice.
- 2.3 These Terms and Conditions apply continuously and anew each time you use the Platform. We reserve the right to make changes to these Terms and Conditions from time to time without notice, and you should check the Terms and Conditions upon each use of the Platform.

3 Use

- 3.1 To use the Platform, you may be required to supply the following information:
- (a) Your name;
 - (b) Your email address;
 - (c) An address for delivery purposes;
 - (d) Credit card or bank account details for payment purposes;
 - (e) The details of any approved aged care and/or home care package you are a party to which is applicable to meal preparation and/or delivery services (**Package**);
 - (f) Details of any of your allergies or dietary requirements to the extent applicable; and
 - (g) Any other information required to use the Platform.
- (User Data).**
- 3.2 Failure to supply correct User Data may result in you being unable to use the Platform as intended.
- 3.3 We may use the User Data for the purpose of providing the functionality of the Platform and any related purpose. In order to do so, we may share the User Data with other parties, including stakeholders and contractors.
- 3.4 Our use of any personal information provided within the User Data will be in accordance with our Privacy Policy available at **www.hcpmeals.com.au/privacy-policy/**

- 3.5 You must not use the Platform for any unconscionable behaviour or activity, including but not limited to:
- (a) Engaging in abusive, derogatory, discriminatory, or vexatious behaviour;
 - (b) Engaging in any activity that disrupts or corrupts the Platform or the networks that host the Platform; or
 - (c) Attempting to hack, reverse-engineer, disable, circumvent, or otherwise gain access to any security, database, or other secure aspect of the Platform.
- 3.6 You may link to the Platform only:
- (a) With our prior express permission;
 - (b) In a way that is fair, unbiased, legal and does not damage or exploit our reputation; or
 - (c) In a way that does not suggest either express or implied any association or endorsement by us.
- 3.7 You must remove or procure the removal of any link to the Platform immediately upon receiving notice from us to do so. We may give such notice at our absolute discretion without justification.
- 3.8 You must not modify, adapt or hack the Platform or modify another website or software so as to falsely imply that it is associated with the Platform or us. You must use the Platform for its intended purpose. You may not use the Platform for any illegal or unauthorised purpose, including the transmission of malware. You must not use the Platform to violate any laws in any jurisdiction, including but not limited to copyright laws. For the avoidance of doubt, you must not infringe upon the copyrights of any other person in using the Platform.

4 Advertisements

- 4.1 We may display advertisements by third party sponsors on the Platform (**Ads**). In doing so, we do not warrant the functionality of the business, product, or service being advertised in the Ad. We do not hold ourselves out as partners, affiliates, guarantors, or as having any other type of legal or professional relationship with the third party sponsors.
- 4.2 Where Ads link to third party websites, we do not warrant the safety, functionality, or suitability of these websites. We are in no way liable for any loss, damage, risk or liability incurred from you visiting any third party websites accessible through Ads.
- 4.3 Advertised third party websites may be subject to their own terms and conditions. We do not verify or warrant the legality or suitability of those terms and conditions, and we encourage you to read them before accessing or using the linked site.

5 Marketplace only

- 5.1 The Platform provides a marketplace through which you can order food, ingredients or meals (**Meals**), from suppliers (**Suppliers**) to be delivered to you (**Transaction**). Our involvement in the Transaction is limited to that of a facilitator to the Transaction. We are not and do not purport to be a Supplier, a Customer to a Supplier, a guarantor, or otherwise a contractual party to the Transaction.
- 5.2 Our involvement in the Transaction is limited to the following capacity:

- (a) Facilitating the Transaction by allowing you to order Meals from Suppliers; and
- (b) Collecting payment from you and remitting it to the Supplier.

5.3 When you order any Meals from a Supplier through the Platform, you are entering into a contract with the Supplier. We are not a party to this contract and are not responsible for the performance of you or the Supplier's obligations under this contract.

6 Fees and Payment

6.1 The price to order Meals is payable by you to the Supplier pursuant to this clause 6 (**Meal Fee**). You must complete any forms required by us through the Platform to enable us to process payment of the Meal Fee.

6.2 The Meal Fee will be the amount stipulated by the Supplier on their menu which can be accessed through the Platform. The Supplier may impose a delivery charge which will also be displayed on the Platform prior to ordering. The Meal Fee is set by the Supplier at the Supplier's discretion, and may be subject to change.

6.3 We may utilise third party payment processors to process and remit payments through the Platform. Payments submitted through the third party payment processing service are subject to the payment processor's terms and conditions. We are not liable for any issues, including charges from your financial institution, which may arise as a result of this service.

6.4 You authorise us or any third-party service provider to debit your account at the relevant financial institution connected with the payment details identified and provided in your Client Data for payment of all Meal Fees.

6.5 The Meal Fee is payable by you in full upon ordering any Meal from a Supplier. We will process payment of the Meal Fee at the time of ordering, which will be held until it is approved to be remitted to the Supplier.

6.6 If you are a party to an approved Package, you will be required to pay that portion of the Meal Fee as is payable in accordance with the terms of your Package. We will thereafter liaise with the applicable provider of the Package in regards to any balance payment owing by the applicable provider.

7 Delivery

7.1 You will be provided an estimated delivery time at the time you place your order for a Meal (**Order**). The estimated delivery time is an estimate only, and your Order may arrive before or after the shipping estimate provided.

7.2 We do not procure the delivery of Meals to Customers, and we do not provide or supply you with delivery people to deliver Meals to Customers. Suppliers are always responsible for attending to the delivery of Meals to Customers, and we do not and are unable to guarantee that a Supplier will comply fully or satisfactorily with its delivery obligations.

7.3 While we require Suppliers to use all reasonable efforts to ensure the delivery estimate is met, we are in no way liable, and you fully indemnify us from any liability incurred, for any loss or damage caused by an Order being delivered later than the estimated time provided.

7.4 Should a delay be caused to your Order, we will make reasonable efforts to notify you of the delay and provide a revised estimated deliver time. We will not be liable for any damage or loss caused by a delay, whether the delay is our fault or otherwise.

- 7.5 Your Order will be delivered to your nominated delivery address. You are responsible for ensuring that an authorised party is available to accept delivery of the shipment. We are not responsible for any loss or damage caused, whether due to delay or due to damage to the Meals, caused by you failing to accept delivery.
- 7.6 A Supplier may not be able to deliver to your location, and a Supplier may decline or cancel an Order if the delivery address is not within its delivery capabilities.

8 Refunds

- 8.1 If you believe you are entitled to a refund you can contact us through the contact details stated below. Any request for a refund must include, at a minimum:
- (a) Details of the Order that you would like refunded;
 - (b) The reason why you believe you are entitled to a refund;
 - (c) Evidence of the defect or damage that warrants a refund.
- 8.2 We will investigate any request for a refund we receive. We may, at our absolute discretion, offer to refund or replace the Order, offer you a credit for the value of the Order, or offer a full or partial refund for the product or service.
- 8.3 Subject to any rights you may have under Australian Consumer Law, all requests for refunds will be dealt with at our absolute discretion.
- 8.4 Unless we determine otherwise at our absolute discretion, requests for refunds due to a change of mind will not be considered.
- 8.5 Notwithstanding any other provision of these Terms and Conditions, we are in no way required to refund any amount.

9 Intellectual Property

- 9.1 Your use of the Platform is pursuant to a non-exclusive license between you and us which is granted subject to these Terms and Conditions. Nothing in these Terms and Conditions or otherwise creates an assignment of any rights in the Platform or the Product beyond the ability to use it for its intended use.
- 9.2 Nothing in these Terms and Conditions or otherwise creates the right for you to sublicense the Platform.
- 9.3 You undertake not to reverse engineer, replicate, or otherwise copy the Platform. We reserve all our rights to seek compensation, damages, injunctions, or any other remedy available to us at law if any attempt to do so, whether successful or unsuccessful, is made by you or any of your affiliates.
- 9.4 You must not reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform or any products ordered through the Platform, use of the Platform, or access to the Platform without our prior express written permission. We claim copyright and all other intellectual property rights over the Platform, its other products and services and reserve all of our rights.
- 9.5 All intellectual property and ownership rights subsisting in the Platform (including the user interface and the software comprising the Platform), the data derived from use of the Platform, and any other documentation, information or materials that are supplied by us to you, remain our or our third party licensors' exclusive property. For the avoidance of doubt,

nothing in this agreement assigns any ownership rights to you.

10 Operation of the Platform

- 10.1 You warrant that you will comply fully with all the Platform operating instructions. Any failure to comply fully with operating instructions may result in the sub-par or faulty performance of the Platform.
- 10.2 We accept no liability, and you release us from any such liability, associated with faults or errors caused by your non-compliance with all operating instructions.
- 10.3 We may suspend the Platform for any one or more periods of time if we are unable to provide the Platform due to a fault or dysfunction with our servers.

11 Modifications to the Platform

- 11.1 We reserve the right to modify or discontinue, temporarily or permanently the Platform and its other products and services with or without notice.

12 Warranties

- 12.1 You represent and warrant that we will not be liable for any direct or indirect expense, damage or injury (including indirect loss of revenue, profits, goodwill or business opportunity) howsoever caused, including arising directly or indirectly from or in connection with your use of the Platform.
- 12.2 Subject to any of the rights you may have under Australian Consumer Protection Law, we exclude to the fullest extent possible all implied terms and warranties, whether statutory or otherwise, relating to the Platform or any other matter under these Terms and Conditions.
- 12.3 The Platform is made available to you on an “as is” basis. We make no warranties, representations or conditions of any kind, express, statutory or implied as to:
 - (a) The operation and functionality of the platform;
 - (b) the accuracy, integrity, completeness, quality, legality, usefulness, safety and IP rights of any of the software content; and/or
 - (c) the products and services associated with the Platform or its content.
- 12.4 We further disclaim all warranties, express, statutory or implied, including, but not limited to, implied warranties of merchantability, merchantable quality, durability, fitness for a particular purpose and/or non-infringement. No advice or information, whether oral or written, that you obtain from us shall create any warranty, representation or condition not expressly stated herein.

13 Limitation of liability

- 13.1 We disclaim all liability for any:
 - (a) indirect, special, incidental, punitive, exemplary, reliance or consequential damages;
 - (b) loss of profits;
 - (c) business interruption;
 - (d) network interruptions;

- (e) loss or damage to reputation of us or any third party;
- (f) loss of information or data;
- (g) all liability for any loss or damage,

relating to or arising out of your use of the Platform.

- 13.2 Your use of the Platform is at your own discretion and risk, and you will be solely responsible for any resulting loss or damage, including but not limited to, any loss of data or damage to your computer(s) or networks from viruses that may be downloaded to your computer in the course of using the software. Some jurisdictions do not allow the exclusion of certain warranties, the limitation or exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. If you reside in such a jurisdiction, the above limitations shall apply to you to the fullest extent permitted under applicable law.
- 13.3 All Suppliers on the Platform are required to, among other things, meet certain health and safety standards in delivering Meals to Customers. We require Suppliers to maintain ordinary health and safety standards expected of any licensed food provider in Australia. However, we are unable to and do not warrant or guarantee the health and safety of each Meal delivered to a Customer by a Supplier. To the full extent permitted by law, we disclaim all liability, loss or damages arising from any Meal delivered by a Supplier, including but not limited to loss or damage caused by:
- (a) Food poisoning;
 - (b) Allergens;
 - (c) Contaminants;
 - (d) Off or expired produce;
 - (e) Any other foodborne or food-related illnesses or injury.
- 13.4 Our maximum aggregate liability to you for any claims, damages, injuries or causes whatsoever, and regardless of the form of action (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason), will at all times be limited to the amount paid, if any, by you to us in connection with the Platform in the 6 months prior to the action giving rise to liability.

14 Indemnity

- 14.1 You defend, indemnify and hold harmless us, our members, managers, subsidiaries, affiliates, any related companies, contractors, licensors and partners, and the officers, directors, employees, agents and representatives of each of them, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of:
- (a) Your access to or use of the Platform;
 - (b) Your violation of this agreement;
 - (c) Any infringement by you of any intellectual property or other right of any person or entity.
- 14.2 We reserve the right, at your expense, to assume the exclusive defence and control of any

matter for which you are required to indemnify us and you will cooperate with our defence of these claims. You will not settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

15 Transfer of rights and obligations

- 15.1 These Terms and Conditions are binding on you and us and on our respective successors and assignees.
- 15.2 You may not transfer, assign, charge or otherwise dispose of your rights or liabilities under these Terms and Conditions, or any of your rights or obligations arising under it, without our prior written consent.
- 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms and Conditions, at any time without your prior consent.

16 Force Majeure Events

- 16.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these Terms and Conditions that is caused by events outside our control (**Force Majeure Event**).
- 16.2 A Force Majeure Event includes any act, event, non- happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - (a) Strikes, lock-outs or other industrial action;
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) Impossibility of the use of public or private telecommunications networks;
 - (f) Epidemic, pandemic or other health emergency (whether declared or not), including without limitation lockdowns or any other restrictions imposed as a result of the COVID-19 pandemic or any other pandemic or epidemic at any time; and
 - (g) The acts, decrees, legislation, regulations or restrictions of any government.
- 16.3 Our performance under these Terms and Conditions is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms and Conditions may be performed despite the Force Majeure Event.

17 General

- 17.1 To the extent permitted by law, we reserve the right to create, collect and / or store any metadata resulting from your use of the Platform. To the extent permitted by law, we may use metadata for a variety of functions including (but not limited to) conducting investigations,

helping us manage and administer the Platform, for purposes of search engine optimisation and to drive traffic to the Platform. To the extent permitted by law, we reserve the right to share your information (including metadata) with government agencies and authorities to the extent this is required or requested of us.

- 17.2 We may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, payment gateway and related technology required to run the Platform.
- 17.3 Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of our employees, members, representatives, or officers will result in immediate termination of your access to the Platform.
- 17.4 We do not warrant that:
- (a) The Platform will meet your specific requirements;
 - (b) The Platform will be uninterrupted, timely, secure, or error-free;
 - (c) Any errors in the Platform will be corrected.
- 17.5 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. The Terms and Conditions constitutes the entire agreement between you and us and govern your use of the Platform, superseding any prior agreements between you and us.
- 17.6 Any part of these Terms and Conditions that is invalid, prohibited or not enforceable will not void the balance of the Terms and Conditions. All other parts will be enforced without regard to the invalid provision and continue to be valid in accordance with their terms.
- 17.7 We make no representations or warranties that the content of the Platform complies with the laws (including intellectual property laws) of any country outside of Australia.
- 17.8 Any queries about the Terms and Conditions should be sent to us by email at **info@hcpmeals.com.au**
- 17.9 These Terms and Conditions are governed by the laws Victoria in Australia. Disputes arising from your use of the Platform are exclusively subject to the jurisdiction of the courts of Victoria, Australia.