

# TERMS OF USE

These are the terms and conditions (Terms) on which Moon-i Pty Ltd ABN: 28 634 993 829 trading as Menuria (Menuria) provides services through its [website](#), application and related software (together the App).

## Key terms summary

The Menuria App provides a way for you to receive menu information, communicate your order for products to a venue or restaurant (Venue), and pay for the products you have ordered and service you have received (Services). Without limiting the Terms, you agree that:– Your use of the App is subject to these Terms. – Any item ordered through your App account will be paid for by you or your party.– You may see different prices for the same menu items depending on which Venue is offering the item, when the item is available, and whether the item is sold through the App.– Menuria helps manage your experience, but the Venue is responsible for your order.– All payments made by you are final and non-refundable, unless otherwise determined by Menuria.

## Acceptance of terms

Please read these Terms before accessing the App, as your use of the App and purchase of any products offered through the App is subject to these Terms. By accessing or using the App, you agree to be bound by these Terms and to the collection and use of your information as set out in our [Privacy Policy](#), whether you are a registered user. If you do not agree to any of these terms, you may not use the App. By accessing the App, you warrant that:– You are legally capable of entering into binding contracts; and– All information provided by you to Menuria is truthful, accurate and complete. Menuria can change these Terms from time to time by posting the updated Terms on this page. You will be subject to the Terms in force at the time that you place an order through the App. If Menuria posts amended Terms on this page, your subsequent use of the App constitutes your acceptance of the updated Terms.

## **Limited license to use the app**

Subject to your acceptance of these Terms, Menuria grants you a limited, non-exclusive, non-assignable, non-transferable licence to access and use the App and Services solely for your own personal, non-commercial purposes.

## **Restrictions on use**

All rights not otherwise expressly granted by these Terms are reserved by Menuria. You are not permitted to reproduce, copy, publish, sell or exploit any part of the App, the intellectual property rights in the App, or the information

you access through the App. Some Venues may offer alcohol on their menus for purchase. If you place an order for alcohol you may be asked by the Venue to show identification. You understand it is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol or for any person over the age of 18 to alcohol on behalf of any person under the age of 18; and orders containing alcohol cannot be accepted from or on behalf of persons under the age of 18. To be clear, Menuria is not selling alcohol to you. If your order includes alcohol, the Venue is providing it to you, and the Venue is solely responsible for complying with responsible service of alcohol (RSA) guidelines under applicable liquor laws. The Venue may reserve the right to refuse you service of alcohol, even when you have ordered and paid for drinks.

## **Your account**

You may access some areas of the App without registering your details with us. However, some of the Services are only available for use by registering an account (Account). To obtain an Account, you must not have been barred from receiving the App or an Account. Account registration requires you to submit to Menuria your name, and mobile telephone number. All personal information you provide through the App will be collected, handled and used in accordance with Menuria Privacy Policy. To use the Services or set up an Account, you will also be required to provide at least one valid payment method supported by Menuria. You agree to keep your Account information accurate and complete. You will not be able to use the App or Services if you have an invalid or expired payment method on file, or are in arrears with your

payment for Services. You acknowledge and agree that you are responsible for any activity that occurs through your Account and you will not sell, transfer, license or assign your Account to anyone else. You agree that you will not create an account for another person, and will not possess more than one Account, unless permitted by Menuria in writing. If you have an Account, we may share your username with other users of the App who are or appear to be at the same table as you at the Venue.

## **Ordering and payment processing**

The App allows you to order food or beverages from a Venue. You can only order menu items on the App when you are dining in the Venue. You understand that use of the Services may result in charges to you (Charges). Menuria will receive or enable your payment of the applicable Charges. Charges will include the price of your order, and other applicable fees such as card processing and other surcharges, which may be applied by the Venue. Charges will also include applicable taxes where required by law. The Charges you incur for your order, any discretionary tips you decide to add, are owed to the Venue, and Menuria will collect your payment on behalf of the Venue as the Venue's payment collection agent. You will be charged the quoted price of the menu items you ordered through the App. The relevant price will be the price appearing next to the menu items at the time of ordering. You acknowledge that the prices of menu items offered by a Venue through the App may differ from the prices of the same menu offered outside the App. Prices may differ from user to user (for example where one user receives a Venue loyalty discount) and may be time-based (for example

during 'happy hour'). Neither Menuria, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of offers or promotions provided through the App. If you have provided us with your email address you may request that we email you receipts for your payments you have made through the App.

## **Amending or cancelling your order**

Once you order a menu item on the App, you cannot cancel that order. You must pay for all menu items that you order on the App, even if you leave the Venue prior to receiving the ordered menu item or if the ordered menu item does not arrive. In limited circumstances, you may be eligible for a refund in accordance with the 'Refunds' section in these Terms. Another App user may elect to pay for a menu item that you have ordered. This can be done through their Account and within limited time after you have selected the item. If the other App user does not elect to pay, you are liable to pay for the menu item that you ordered. Menuria is not liable in any circumstances for costs that arise out of a dispute about your payment arrangements. If you have any issue or complaint regarding the provision of goods and services by the Venue, you must deal directly with the Venue.

## **Refunds**

Payments (including Charges and tips) paid by you are final and non-refundable, unless otherwise determined by Menuria. Prior to the completion of a transaction through the App, a Venue may remove or reduce the price or a Charge for a menu item showing on your App, at the Venue's discretion. You must use your best endeavours to raise any dispute prior to the completion of the transaction. Once a transaction is complete, you may still communicate with the Venue in relation to a dispute, however you acknowledge that any refund agreed by the Venue may not be processed immediately.

## **Content**

Unless otherwise specified, images, trademarks, service marks, logos and icons displayed on the App are the property of Menuria or its licensors and may not be used without Menuria's prior written consent. You agree that you will not copy, publish, reproduce, disseminate, offer for sale, sell, or reverse engineer the App, or App content. Any unauthorised use of any content, whether owned by Menuria or third parties, may violate intellectual property rights subsisting in the App, including copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Any feedback you give Menuria, including in-App ratings, is given entirely voluntarily, and you agree Menuria is free to aggregate, disclose, reproduce, or otherwise use the feedback as it sees fit.

## **Links and communications**

Menuria may send you emails, text messages or notifications, including receipts and notice of changes to the App or Terms. Menuria, its partners and affiliates, and in some cases Venues, may send you emails or text messages about promotions or offers. All commercial electronic messages will include an unsubscribe facility. The App may contain links to third-party materials that are not owned or controlled by Menuria. Menuria does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you click on a link in the App that redirects you to a third-party site or content, you become subject to that third party's terms and conditions, and Menuria is not responsible or liable, directly or indirectly, for any damage or loss you suffer in connection with your use of or reliance on any third-party content, goods or services. Apple Inc., Google, Inc and their applicable affiliates will be third-party beneficiaries to these Terms if you have accessed the Services using the App developed for Apple iOS or Android mobile devices, respectively. These third party beneficiaries are not parties to the Terms and are not responsible for the provision or support of the Services. Your access to the Services using Apple iOS or Android mobile devices is subject to terms set out in the applicable third party beneficiary's terms of service as well as these Terms.

## **Prohibited uses**

You agree to use the App in accordance with all applicable laws and regulations. Menuria may investigate or terminate your use of the App if you have misused the App, Services, or have behaved in a way which is illegal or is regarded by Menuria as inappropriate. You agree that in using the App you

will not: 1. impersonate any person or entity; 2. use any technology or process to retrieve, index, 'data mine', reproduce, reverse engineer the App or its contents; 3. use any material, trademarks, or other proprietary information without obtaining the prior written consent of the owner; 4. remove any copyright, trademark or other proprietary rights notices contained in the App; 5. interfere with or disrupt any Services provided through the App; 6. post, email or otherwise transmit any material that contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 7. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the App; or 8. 'frame or 'mirror' any part of the App, without Menuria's prior written permission, or use meta tags or code or other devices containing any reference to Menuria or the App in order to direct any person to any other website for any purpose. You further agree that your information and your interactions on the App shall not: 9. be false, inaccurate or misleading (directly or by omission or failure to update information); 10. infringe any third party's rights, including but not limited to intellectual property rights, confidentiality, proprietary rights or rights of publicity or privacy; 11. violate any laws; 12. be defamatory; 13. contain any viruses or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or personal information; or 14. create liability for Menuria. Menuria reserves the right to refuse to license the App to any person who does not comply with these Terms.

## **Exclusion of warranties / disclaimer**



To the maximum extent allowed by law, the App is provided “as is” and “as available”. Menuria does not warrant the accuracy, completeness, currency or reliability of the Menuria App, Service and content. To the maximum extent permitted by law, Menuria expressly disclaims all warranties, representations, conditions, undertakings or other obligations including any implied warranties of merchantability, fitness for a particular purpose, non-infringement and any warranty that the App, the Service or Menuria content will be error-free. Any Menuria content or other material downloaded or otherwise obtained through the use of the App or the Service is done at your sole risk, and you are solely responsible for any damage to your computer system, device, or loss of data that results from the download or accessing the App.

## **Limitation of liability**

You acknowledge that the Venue is the provider of the menu items ordered on the App, and that any dispute about those goods is solely between you and the Venue. Menuria is not liable in any circumstances for the quality or non-provision of items or services provided by a Venue. This includes, but is not limited to, any liability in relation to the: 1. quality of the food, beverage or service provided by the Venue; 2. any failure of the Venue to meet your dietary requirements, even where you have advised the Venue, through the App or otherwise, of your dietary requirements; 3. any allergic reaction or illness you suffer as a result of consuming the food and beverage provided by the Venue; and 4. or any injury you sustain at the Venue. To the maximum extent permitted by law and subject to Australian Consumer Law, you expressly agree that Menuria is not be liable for any direct, indirect, incidental,

special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Menuria has been advised of the possibility of such damages), resulting from: 1. your use of, or the inability to use, the App; 2. the Venue's provision, or failed provisions of, products or services ordered through the App; 3. the cost of procuring substitute products or services in the event you are dissatisfied with the products or services ordered from a Venue through the App; 4. an inability to access or use products, services, or information purchased or obtained through or from the App or Service; 5. any unauthorised access to or alteration of your transmissions or data; or 6. any other matter relating to the App or the Service. In no event shall Menuria's total liability to you for all damages, losses, and causes of action whether in contract, tort including, but not limited to, negligence, or otherwise exceed the amount paid by you, if any, for accessing the App. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## **Other disclaimers**

The App and any products or services provided through the App may be temporarily unavailable from time to time for maintenance or other reasons. Menuria assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or communications line failure. Menuria is not responsible for any technical malfunction or other problems related to or resulting from using or downloading the App or

materials in connection with the App and/or in connection with any products or services offered through the App. Menuria is not liable for any loss or damage you suffer as a result of the provision, or lack thereof, of goods and services by the Venue. Menuria may discontinue or alter the Services or the App, remove content from the App, or restrict the availability of the App without notice.

## **Release and indemnification**

To the maximum extent, you agree to release Menuria (including its members, managers, officers, employees and agents), from all liability and obligations whatsoever in connection with or arising from your use of the App or the Service provided through the App. You agree to defend, indemnify and hold harmless Menuria (including its officers, members, directors, employees and agents) from and against any and all claims, liabilities, damages, losses or expenses, including legal fees and costs and expenses, arising out of or in any way connected with: – your access to or use of the App; – a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under these Terms; – infringement or misappropriation of any intellectual property or other rights of Menuria or third parties by you; or – any negligence or wilful misconduct by you.

## **General**

Governing Law. These Terms are governed by the laws of New South Wales, Australia and subject to the exclusive jurisdiction of the courts of New South Wales.

Assignment. These Terms, and any rights and licenses granted by them, may not be transferred or assigned by you, but may be assigned by Menuria without restriction.

No Waiver. Menuria's failure to assert any right or provision under these Terms does not constitute a waiver of such right or provision.

Entire Agreement / Severability. These Terms, together with any amendments and any additional agreements you enter into with Menuria in connection with the Service, constitute the entire agreement between you and Menuria. If any provision of these Terms is deemed invalid, the invalidity of such provision will not affect the validity of the remaining provisions.

Contact. All enquiries may be directed to Menuria, [info@menu-ria.com.au](mailto:info@menu-ria.com.au).