



## **Noodle Box Website and Applications Terms & Conditions**

### **General**

1. These Terms and Conditions govern your use of the Noodle Box website ([www.noodlebox.com.au](http://www.noodlebox.com.au)) (Website), mobile applications (Applications) and the Noodle Box Service generally.
2. By downloading and/or by accessing and/or by using the Website, Applications and Noodle Box Service You agree to these Terms and Conditions. These Terms and Conditions may be amended or updated by Noodle Box from time to time. Noodle Box uses its best efforts to ensure that the material contained on the Website, Applications and Noodle Box Service is correct, accurate and up to date but Noodle Box cannot guarantee the accuracy or validity of the material found. Access and use of the Website, Applications and Noodle Box Service is subject to all applicable laws and regulations.
3. The laws of Victoria, Australia govern the use of the Website, Mobile Applications and Noodle Box Service. In the event of a dispute arising in relation to these Terms and Conditions, You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.
4. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be severed and the remaining provisions will remain in force.
5. Noodle Box reserves the right to change the functions of the Website, Applications and Noodle Box Service at any time.
6. Noodle Box accepts no liability for any failure or delay in complying with these terms and conditions where such failure or delay is due to circumstances beyond Noodle Box's reasonable control.
7. If Noodle Box waives any rights available under these Terms and Conditions on one such occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Noodle Box or its authorised representative.

### **Definitions and Interpretations**

8. 'Noodle Box Service' means the payment gateway service, and includes mobile and online ordering.
9. 'You' means any person who access the Website, Applications and Noodle Box Service.

### **Privacy Policy**

10. The Noodle Box Privacy Policy forms part of these Terms and Conditions, and can be found on the Website.
11. Noodle Box (including its authorised third party contractors) may use any data and information (including Personal Information as defined in the Noodle Box Privacy Policy) that You have submitted for the purpose of registering with or using the Noodle Box Service, including to:
  - a) Customise any promotional or advertising material;

- b) Contact You with regard to the Noodle Box Service; and
- c) Monitor your use of the Noodle Box Service.

You consent to Noodle Box's use of your personal information for such uses.

- 12. Noodle Box cannot guarantee the security of any data transmitted by the Website, Mobile Applications or Noodle Box Service. Any information submitted by You is done so at your own risk.

### **Terms of Use of Website and Applications**

- 13. You must be either more than 18 years of age, or have parental or guardian consent, and be able and competent to abide by and comply with these Terms and Conditions.
- 14. All information provided on the Website, Applications and Noodle Box Service is for your personal and non-commercial use only and may not be copied, distributed, published, sold, reproduced, modified or circulated in any way without the prior written consent of Noodle Box. You must not attempt to change, deface, hack or otherwise interfere with the content or material contained on the Website, Applications or Noodle Box Service.
- 15. You agree not to solicit for any reason whatsoever any users of the Website, Applications or Noodle Box Service with respect to their submissions to the Website, Applications or Noodle Box Service.

### **Franchise Partner Websites**

- 16. Most Noodle Box restaurants are owned and operated by Franchise Partners. Some Franchise Partners may also operate their own websites and are not obliged to comply with these Terms and Conditions.

### **Intellectual Property**

- 17. Intellectual Property includes all intellectual property rights, including but not limited to patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential, any application or right to apply for registration of any of the rights referred to herein and all rights of a similar nature, which may subsist anywhere in the world (including Australia) whether or not such rights are registered or capable of being registered.

All Intellectual Property is the property of Noodle Box or its associated companies, or third parties who have authorised their use by Noodle Box. Any unauthorised use of any of the Intellectual Property contained of the Website, Applications or Noodle Box Service is strictly prohibited. All material contained on the Website, Mobile Applications and Noodle Box Service is protected by copyright, trade mark or other intellectual property laws unless stated otherwise, and You may not reproduce, distribute, adapt or publish copies of any information in any form without Noodle Box's prior written consent.

### **Liability and Indemnities**

- 18. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions. Where legislation implies any condition or warranty, and that legislation prohibits Noodle Box from excluding or modifying application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included but Noodle Box's liability will be limited for a breach of that condition or warranty to the

minimum remedy available to You provided for in that law. If a supply by Noodle Box under these Terms and Conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits Noodle Box to limit its liability, then Noodle Box's liability shall be limited to:

- a) in the case of products, the cost of replacing the products, supplying equivalent products or having the products repaired, or payment of the cost of replacing the products, supplying equivalent products or having the goods products; and
- b) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again.

For the avoidance of doubt, the cost of replacement of products or resupply does not extend to products or services supplied by a Franchise Partner.

19. You acknowledge that to the extent permitted by law, Noodle Box and its directors, officers, affiliates, successors, assigns, agents, service providers and employees, does not accept liability from any claims, damages, obligations, losses, liabilities, costs and expenses, arising from:
- a) your use of the Website, Applications or Noodle Box Service, including but not limited to material uploaded by You or any products or services offered;
  - b) representations made by a Franchise Partner;
  - c) your breach of any of these Terms and Conditions;
  - d) your breach of any third party right, including copyright and trade mark;
  - e) representations by a Franchise Partner arising from the use of the Noodle Box Service;
  - f) your inability to access and/or use the Website, Applications or Noodle Box Service and
  - g) any damage relating to a failure of the Website, Applications or Noodle Box Service.

Noodle Box does not warrant or endorse any products or services offered by third parties on the Website, Applications or Noodle Box Service. Noodle Box accepts no responsibility for the content or privacy policies of any third party websites that are linked to the Website or Applications. Noodle Box does not warrant that the Website, Applications or Noodle Box Service will be free from interruption, failure, viruses or other harm. Noodle Box is no way responsible or liable for any computer malfunctions or damages that are caused from using or downloading material from this Website.

20. You agree to hold harmless and indemnify and keep indemnified Noodle Box and its directors, officers, affiliates, successors, assigns, agents, service providers and employees against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Noodle Box) that Noodle Box may sustain or incur as a result, whether directly or indirectly of:
- a) your breach of any of these Terms and Conditions;
  - b) your breach of any third party right, including copyright and trade mark;

- c) your use of the Website, Applications and/or Noodle Box Service;
- d) any loss of, or damage to, any property or injury to, or death of, any person caused by your access to and/or use of the Noodle Box Service.

### **Noodle Crew**

21. Noodle Crew is Noodle Box's Loyalty Program. Noodle Crew's Terms & Conditions are available on the Website.

### **Noodle Box Service**

22. You acknowledge that to use all functionality of the Noodle Box Service, You must register and provide all information required by Noodle Box during the registration process (User Information) to Noodle Box via the Noodle Box Service or a nominated website.
23. By registering and providing the User Information, You warrant that:
- a) You will provide up-to-date, current and accurate information and will continually update all User Information as required;
  - b) You will keep the registration details, including username(s) and password(s), secure and confidential; and
  - c) the User Information is not misleading, false, fraudulent or defamatory and does not infringe on the Intellectual Property rights of any third party.
24. You are responsible for maintaining the confidentiality of your personal details, password and payment details.
25. If You order online we may send You an email or SMS confirming the details of your order. If You download our Applications you may receive Notifications (depending on the settings of your device).
26. Disclaimer:
- a) Noodle Box is not the supplier of any of the products offered through the Noodle Box Service (with the exception of Noodle Box company restaurants). Noodle Box does not participate in or moderate interaction between You and Franchise Partners. With the exception of Noodle Box company restaurants, it is up to each Franchise Partner that You are paying through the Noodle Box Service and the representatives of such Franchise Partner to offer products for sale which may be purchased through use of the Noodle Box Service;
  - b) Franchise Partners (with the exception of Noodle Box company restaurants) are responsible for all products offered via the Noodle Box Service. All disputes must be directed to the Franchise Partner, and You hereby release and hold harmless Noodle Box from any liability or loss You suffer in respect of same;
  - c) Noodle Box is not an agent, partner or joint venture of a Franchise Partner;
  - d) Noodle Box makes no warranties or representations regarding the products, including as to the quality or availability of such Products, and has no responsibility or liability for any products provided to You by Franchise Partners or other third parties;
  - e) Noodle Box does not guarantee that the Website, Applications or Noodle Box Service will be error or virus free;

- f) Noodle Box will not be liable to You, or any third parties, for any loss or damage You may suffer arising from credit card fraud or identity theft.
27. In using Noodle Box's online and mobile ordering system, You:
- a) acknowledge that NoQ Pty Ltd ABN 13 146 260 282 (and not Noodle Box) is the developer and provider of the Applications and Noodle Box Service;
  - b) acknowledge that you contract with the individual restaurant from which You order and not Noodle Box (with the exception of Noodle Box company restaurants); and
  - c) acknowledge that all orders are an intention to purchase the products for the agreed price.
28. Noodle Box may terminate your access to the Noodle Box Service and any license associated with it at any time and for any reason, including but not limited to:
- a) A breach of these Terms & Conditions;
  - b) Where You:
    - a. provide false, inaccurate or misleading information;
    - b. act fraudulently;
    - c. use the Noodle Box Services to provide itself a cash advance from its credit card (or helps others to do so);
    - d. breach a policy of Noodle Box;
    - e. are defamatory, unlawfully threatening or harassing;
    - f. transmit any computer viruses or malicious code;
    - g. create liability for Noodle Box or causes Noodle Box to lose (in whole or in part) the services of its suppliers;
    - h. allow anyone else to have or use the your payment methods or password details;
    - i. process or receive payments on behalf of a third party.

### **How to contact us**

Please contact us at:

Noodle Box Pty Ltd  
13A/663 Victoria Street  
Abbotsford VIC 3067

(03) 8851 4200

[www.noodlebox.com.au](http://www.noodlebox.com.au)