

Terms of Service – The Coffee Club Website

For the purposes of these Terms & Conditions, any reference to:

1. **“The Coffee Club”** means Minor DKL Food Group Pty Ltd ACN 127 640 733, together with its associated entities, subsidiaries and related bodies corporate, as those terms are defined within the *Corporations Act 2001* (Cth), and each and all of those entities’ franchisees, directors, officers and employees;
2. **“Website”** means www.thecoffeeclub.com.au, as it appears from time to time;
3. **“we” or “our”** means The Coffee Club; and
4. **“you or “your”** means a person, company, group and/or entity accessing and using the Website.

These Terms & Conditions apply to and govern your use of the Website. By using and/or accessing the Website (including by downloading any documents or policies) you agree to these Terms & Conditions. If you do not agree with these Terms & Conditions, you must not use or access the Website.

We reserve the right to amend these Terms & Conditions at any time without any notice to you.

Use and Responsibility

You must use the Website in an appropriate and responsible manner, and must not:

1. use the Website for activities, or transmit via the Website any information or material that breaches laws or regulations, that infringe a third party’s rights, or are contrary to any relevant standards or codes;
2. tamper with, reverse engineer, hinder, or modify the Website in any way;
3. knowingly and/or recklessly transmit viruses, malicious code or any disabling features to the Website; and/or
4. assist any other person or attempt to facilitate one of the above acts.

In using and/or accessing the Website, you must ensure that all information entered into, and/or shared to, the Website is accurate and not entered in a fraudulent and/or unlawful manner, or in any manner which breaches these Terms & Conditions.

You are responsible for providing your own computer, mobile or electronic device capable of accessing the Website, with its own power source, at your own cost and within your own discretion. The Coffee Club does not provide any information technology advice or assistance to any user of the Website.

The Coffee Club may block, restrict and/or suspend your use of, or access to, the Website at any time, for any reason, and for any duration, without notice to you.

Intellectual Property

Copyright in the Website (including without limitation any text, graphics, logos, icons, sound recordings and/or software) is owned and/or licensed by The Coffee Club. Other than for the

purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) (and any other applicable legislation) or as expressly provided by these Terms & Conditions, you may not, in any form or by any means, without our express written consent, adapt, reproduce, reverse engineer, store, distribute, print, perform, publish or create derivative works from any part of the Website, or commercialise any information, products or services obtained from any part of the Website.

Except where otherwise expressly specified, any work or device to which is attached the TM symbol or ® symbol is a registered trade mark (**Trade Marks**). The Coffee Club does not grant any licenses, or permit users to use, any of the Trade Marks or logos, registered or unregistered, displayed on the Website without the express, prior written consent of The Coffee Club.

If you use any of the Trade Marks as expressly permitted by us in writing, it is your responsibility to include a statement attributing that Trade Mark to us.

You must not use any of our Trade Marks in or as the whole part of your own trade marks, in connection with activities, products or services which are not ours, in a manner which may be confusing, misleading or deceptive, or in a manner that disparages The Coffee Club and/or any of our information, products or services.

Should you provide any material to the Website, you agree that it is free from any harmful or malicious coding, it is lawful and does not contravene any regulations or codes, it does not infringe on any third party, contractual or intellectual property rights and that you are the original owner and creator of such material.

Data Transmissions

Any and all data transmission to us through the Website will forever be our or our nominee's property, and we will not be required to treat such as confidential. Nor will we be liable for any ideas for its business (including without limitation, product, service, marketing ideas) and will not incur liability as a result of any similarities that may appear in future The Coffee Club operations.

Without limitation, we and/or our nominee will have exclusive ownership of all present and future existing rights to the data transmission of every kind and nature everywhere. We and/or our nominees will be entitled to use the data transmission for any commercial or other purpose whatsoever without compensation to you or any other person sending the data transmission. You acknowledge that you are responsible for whatever data you transmit and you have full responsibility for the message, including its legality, copyright, reliability and appropriateness.

Online Payments

Online payments offered on the Website are subject to the relevant third party providers' terms of use. You are solely responsible for checking the terms of use and/or associated policies of any such third party providers, on a case-by-case basis and determining whether you accept such terms of use and/or policies, prior to making any payment.

Linked Websites

The Website may contain links to other websites (**Linked Websites**). The Linked Websites are provided for convenience only and may not remain current or be maintained, and The Coffee Club are not responsible for the content or privacy practices associated with Linked Websites.

Links to Linked Websites should not be constructed as an endorsement, approval or recommendation by The Coffee Club of the owners or operators of those Linked Websites, or of any information, graphics, materials, goods or services referred to or contained on those Linked Websites, unless and to the extent we expressly stipulate to the contrary.

We may receive commission and/or fees from the Linked Website operators and/or owners for displaying information on the Website, which you acknowledge and consent to.

Indemnity

You agree to indemnify The Coffee Club from and against all loss, damage, expense, cost, liability and/or claims arising out of, or in connection with, your use of the Website.

Disclaimer

The Coffee Club does not accept responsibility for any loss, expense or damages, however caused, that you may directly or indirectly suffer in connection with your use of the Website or any Linked Website or any transaction that occurs as a result of the use of the Website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website (to the extent permitted by law).

To the extent permitted by law, The Coffee Club offer no warranties in relation to goods or services sold or listed. The Coffee Club also offer no warranty in relation to the availability of any services and/or goods provided.

You must ensure that your access to the Website does not contravene any laws, or is otherwise prohibited by laws that may apply to you. For the removal of doubt, The Coffee Club does not accept any liability and/or responsibility should you access the Website in a manner which contravenes any laws and/or regulations that apply to you.

You must take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious code and/or any other form of interference that may damage your own computer system and/or network. For the removal of doubt, The Coffee Club does not accept responsibility for any interference or damage to your own computer system and/or network which arises in connection with your use and/or access of the Website or any Linked Website.

Whilst we have no reason to believe that any information contained on the Website is inaccurate, The Coffee Club do not warrant the accuracy, adequacy or completeness of such information, nor does The Coffee Club undertake to keep the Website updated. To the extent permitted by law, The Coffee Club does not accept responsibility for loss suffered as a result of any reliance by you upon the accuracy or currency of information contained on the Website.

Responsibility for the content of any advertisements appearing on the Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by The Coffee Club of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

Exemption to disclaimer

The disclaimer set out in these Terms & Conditions does not attempt or purport to exclude liability arising under statute, such as the Australian Consumer Law as set out in the *Competition and Consumer Act 2010* (Cth) and/or any other similar consumer protection laws and regulations, if, and to the extent, such liability cannot be lawfully excluded.

Privacy

The Coffee Club is bound by the principles of the *Privacy Act 1988* (Cth) and by using the Website, you are taken to have agreed and consented to The Coffee Club Privacy Policy (as amended from time to time), which may be accessed through the Website (or by request to The Coffee Club).

When you access the Website and/or complete any form on our Website, you consent to our collection of certain details in relation to processing that form, including (but not limited to) your name and contact information.

You further acknowledge and consent that when you access the Website we need to use technologies such as “cookies” in order to record session information, and/or collect visit and access details to our Website that enable us to continue to improve our services and provide better and useful features. Cookies are pieces of information that are normally used by many websites for record-keeping purposes that can help sites remember, for example, your preferences. A cookie, in and of itself does not personally identify any user/guest.

General

We accept no liability for any failure to comply with these Terms & Conditions where such failure is due to circumstances beyond our reasonable control.

If we waive any rights available to us under these Terms & Conditions on one occasion, it does not mean that those rights will automatically be waived on any other occasion.

If any part of these Terms & Conditions is held to be invalid, unenforceable or illegal for any reason, then to the extent of such unenforceability, invalidity or illegality it is to be severed from these Terms & Conditions and the remaining Terms & Conditions shall nevertheless continue in full force.

You agree that you will only use the Website and the information derived from the Website solely for the legitimate purposes contemplated by these Terms & Conditions and in accordance with these Terms & Conditions.

In addition to these Terms, you agree to comply with any policies, rulings, procedures, systems and/or forms that we place on the Website from time to time.

You agree to act honestly and reasonably in all of your dealings in relation to or on the Website.

These Terms and Conditions are governed by the laws in force in Queensland, Australia.

Termination

These Terms of Service are effective until terminated by The Coffee Club (which may occur at any time, without notice). All restrictions and obligations imposed by these Terms & Conditions will survive termination.