



Terms and Conditions

Traditional Business Online Pty Ltd trading as Grub Lab (ACN 612 089 406) (**Grub Lab, we, us, our**) provides products and services including:

- Augmented reality activity packs, menu placemats, experience packs, trading cards, collectibles, colouring in pages / books, interactive experiences and related materials to be used as a family entertainment solution (**Products**);
- Digital experiences that are deployed via various digital services, including but not limited to native app stores, websites, other third party platforms and games stores (**Grub Lab Games**); and
- An online platform used by Customers to create and manage accounts, input business information, design and customize menu placemats, and place and manage orders (**Customer Portal**).

PLEASE READ THESE TERMS AND CONDITIONS and ALL PUBLISHED POLICIES OF GRUB LAB, including our Privacy Policy, (collectively, **this Agreement**) carefully before acquiring the Products and using, marketing or providing access to the Products, Grub Lab Games or Customer Portal offered by Grub Lab.

When acquiring the Products or using Grub Lab Games or the Customer Portal, you agree to be bound by the provisions of this Agreement. You are prohibited from "scraping," copying, republishing, licensing or selling the data or information on the Products, Grub Lab Games or the Customer Portal for any commercial purpose, regardless of whether the data or information is publicly available or only available to logged-in users. Grub Lab prohibits the use of the Products, Grub Lab Games or the Customer Portal or their contents to train or supply artificial intelligence or machine learning.

1. GRUB LAB PRODUCTS

- 1.1 Grub Lab may from time to time:
 - (a) supply to you Products;
 - (b) provide to you and your customers access to the Grub Lab Games; or
 - (c) provide to you access to the Customer Portal for your own use.
- 1.2 When ordering for the first time, you will be given an option to create an account with us (**Account**) on the Customer Portal, which may be accessed by phone or by way of URL at <https://www.grublab.co/au> (**Website**).
- 1.3 If you chose to create an Account, you must use the login details and a password provided to you upon creating your Account. You must use them in the manner we direct from time to time in order to access your Account. We may decline to provide you with an Account or login details or a password, or to permit you to register login details or a password for the Website, in our absolute discretion. You must promptly notify us by email to hello@grublab.co if:
 - (a) there is any change to any of the contact or other details for your Account you register with us; or
 - (b) you have reason to believe that another person is aware of your login details or password for the Website.

2. PRICES & FEES

- 2.1 When you make an order for a Product manually or online, you must pay the price for the Product, and in the manner stated over the phone, on the website or on the relevant invoice (**Price**). You are solely responsible for any fees or charges levied by your financial institution in respect of any payment.



- 2.2 In addition, Products may be supplied to you on a recurring subscription basis (**Membership Subscription**). When you register for a Membership Subscription, we will supply you with an agreed amount of Products (**Membership Quantity**) on receipt by us of payment of the fee for the price quoted on our Website for the relevant Membership Quantity at that time (**Membership Fee**), which is then recharged to you monthly until you cancel or alter your Membership Subscription. The minimum Product requirement to maintain an active Membership Subscription is 50 customised menus per venue. You may purchase additional Products or quantities above that minimum requirement.
- 2.3 Without limiting any other right or remedy we may have under this Agreement, if you fail to pay an invoice issued to you in the manner stated on the invoice:
- (a) we may suspend or cancel your Account or any Membership Subscription, until such time as you pay all overdue amounts in full; and/or
 - (b) you must pay us on demand any overdue amount; and
 - (c) we may suspend your digital experiences and/or provide warning messages to users, until such time you pay all overdue amounts.
- 2.4 We may at any time change the price for the Products or Membership Subscription (**Pricing**). Any change in Pricing will be notified to you by sending a message to your Account, your email address held on file or by posting the information on our Website or the Customer Portal. If you have any queries or concerns with any change in Pricing, please let us know. Your continued purchase of the Products or continued use of the Membership Subscription will be deemed acceptance of any such change.

3. GST

- 3.1 The consideration for a Taxable Supply under this Agreement is inclusive of GST. The recipient of a Taxable Supply must pay the supplier an amount equal to the supplier's GST on the Taxable Supply at the same time as the consideration is paid and without deduction or set off of any other amount.
- 3.2 In clause 3.1, "**GST**" means the tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) by the supplier in relation to any Taxable Supply made by the supplier under this Agreement and **Taxable Supply** has the same meaning given to that term in that Act.

4. DELIVERY OF PRODUCTS

- 4.1 Upon placing an order for Products with us (**Order**), you will receive an email confirmation which includes the Order details.
- 4.2 On receipt of your Order, we will use reasonable endeavours to send to your nominated address the Products described in the Order via courier within 10 business days. If we are unable to dispatch Products within those 10 business days (due to unavailability of the Products or otherwise) we will notify you using the contact details supplied.
- 4.3 If you are registered for a Membership Subscription, we will use reasonable endeavours to send to your nominated address the Products described in your Order within ten (10) Business Days on receipt of your payment.
- 4.4 If you wish to request a change or cancellation to your Order, you must notify us prior to the cut off date shown in your Customer Portal for that change to apply to the delivery for the following month.
- 4.5 If you have a query about an Order, please contact us at hello@grublab.co.



5. REFUNDS & RETURNS

- 5.1 If for any reason you are not completely satisfied with your Order:
- (a) please email us within 7 days of receiving the Products at hello@grublab.co so that we can resolve any problems; and
 - (b) you must within that time return the Products to us by mail or courier for replacement or refund.
- 5.2 This refund policy does not apply to Products which have been used or damaged after delivery to you, or if any attempt has been made to alter the Product or if they have been dropped or are broken. All Products must be returned to us in their original condition. You will be responsible for all postage and insurance costs.
- 5.3 This refund policy only applies to generic Products with no customer identifiable items, so does not apply to any customised Products.
- 5.4 Any returned Products must be sent (at your expense) via Registered Post or Courier. You assume any risk of lost, stolen or damaged Products during the return transit. Grub Lab will not be responsible for any returned Products that are lost, stolen or damaged in transit.
- 5.5 Upon return to us of any Products in accordance with this clause 5, we will refund to you the Price of the relevant Products.

6. PRIVACY

- 6.1 The Grub Lab Privacy Policy, which is available at <https://terms.grublab.co/AU-privacy>, applies to you and will form part of this Agreement. By acquiring Products from us and establishing an Account, you confirm that you consent to, and authorise the collection, use and disclosure of your personal information in accordance with The Grub Lab Privacy Policy.
- 6.2 Subject to clause 6.1, you irrevocably authorise us to use any information provided by you for any of our business purposes provided that when we use that information, neither you nor any individual person will be able to be identified by any other party from that information so used.

7. INTELLECTUAL PROPERTY

- 7.1 All copyright and other intellectual property rights in the Products, the Grub Lab Games and the Customer Portal (including all trade marks) are owned by us and/or our licensors.
- 7.2 You must not (and must not attempt to):
- (a) use or copy any part of the Products, Grub Lab Games or Customer Portal or associated products without our prior written consent;
 - (b) distribute, translate, modify or tamper with, any part of the Products, Grub Lab Games or Customer Portal or associated products;
 - (c) create derivative works of or from any part of the Products, Grub Lab Games or Customer Portal or associated products;
 - (d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under this Agreement; or
 - (e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.



8. USE OF GRUB LAB GAMES

- 8.1 You agree that the standard terms of use available on any of the various digital services used to deploy Grub Lab Games (including but not limited to native app stores, websites, other third party platforms and game stores) apply to your use, and the use by your customers, of Grub Lab Games on those digital services and will form part of this Agreement. This includes the App Store (<https://policies.google.com/terms?hl=en-US>) and Play Store (<https://www.apple.com/legal/internet-services/itunes/au/terms.html>).
- 8.2 We will use reasonable endeavours to generally make Grub Lab Games available for use by your customers. However, the availability of Grub Lab Games depends on various third party suppliers (to both Grub Lab and your customers), and accordingly, we are unable to warrant or guarantee that your customers:
- (a) will be able to use Grub Lab Games at any time; or
 - (b) use of Grub Lab Games will be continuous, uninterrupted, secure or error-free.
- 8.3 You acknowledge and agree that each Grub Lab Game will be made available "as is" and we make no representation, warranty or guarantee:
- (a) that each Grub Lab Game will operate in combination with any other hardware, software, platform, operating environment or materials;
 - (b) that each Grub Lab Game, and any information extracted from it, will be accurate and free from defects, bugs, errors or omissions, or that any materials input into any Grub Lab Game will not be lost or corrupted; or
 - (c) in relation to functionality, availability, merchantability or fitness for a particular purpose.
- 8.4 You acknowledge and agree that a Grub Lab Game may not be available for use from time to time, and that users may be disconnected from or unable to access a Grub Lab Game at any time for any reason, including if:
- (a) any network connection difficulties occur;
 - (b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
 - (c) you breach any of the provisions of this Agreement; or
 - (d) we decide to terminate the user's access to those services for any reason in accordance with any other provision of this Agreement.
- 8.5 We make no guarantee as to the reliability or performance of each Grub Lab Game. The performance of each Grub Lab Game depends on various factors, including the functions, capacity and configuration of the user's device, the speed of the user's internet connection, and the number of users accessing Grub Lab Games and the systems that support them from time to time.
- 8.6 The information available through Grub Lab Games is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information displayed, contained or obtained through Grub Lab Games is or will be current, complete or accurate at all times. Subject to the section headed 'Consumer Guarantees' below, we are not responsible for any Loss you suffer or incur as a result of your failure to comply with this Agreement. "**Loss**" means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning.



9. USE OF CUSTOMER PORTAL

- 9.1 We will use reasonable endeavours to generally make the Customer Portal available for use by you. However, the availability of the Customer Portal depends on various third party suppliers outside our control.
- 9.2 You acknowledge and agree that the Customer Portal may not be available for use from time to time, and that users may be disconnected from or unable to access the Customer Portal at any time for any reason, including if:
- (a) any network connection difficulties occur;
 - (b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
 - (c) you breach any of the terms of this Agreement; or
 - (d) we decide to terminate the user's access to those services for any reason.
- 9.3 We make no guarantee or warranty as to the reliability or performance of the Customer Portal. The performance of the Customer Portal depends on various factors, including the functions, capacity and configuration of the user's device, the speed of the user's internet connection and the number of users accessing the Customer Portal and the systems that support it from time to time.
- 9.4 The information available through the Customer Portal is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information displayed or contained in or obtained through the Customer Portal is or will be current, complete or accurate at all times. Subject to the section headed 'Consumer Guarantees' below, we are not responsible for any Loss you, or any user, suffer or incur as a result of any use of, or any inability to access, the Customer Portal. "**Loss**" means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise, and **Losses** has a corresponding meaning.
- 9.5 The Customer Portal may include automated and artificial intelligence-based tools that assist with the generation of menu content, layout designs, logo concepts, branding themes, formatting suggestions and related materials (**Generated Content**). You are solely responsible for evaluating and verifying the accuracy, reliability and legality of any Generated Content before using it for any purpose.

When we use tools to create Generated Content, you authorise us to download content from your website, such as your name, logos and trade marks, and use them, with any other content you provide to us, in the Generated Content. You warrant that any such content provided to us does not and will not infringe the intellectual property rights of any other person anywhere in the world.

Subject to your Consumer Law rights, the Generated Content is provided "as is" without warranties of any kind from us, either expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement. To the extent permitted by law, we disclaim all liability for any errors, omissions or inaccuracies in the Generated Content, any infringement on third party rights (including intellectual property rights) and any damages or losses that may arise from your use of or reliance on such content or from the use of or reliance on such content by other users.



10. CONSUMER GUARANTEES

- 10.1 Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**). "**Australian Consumer Law**" has the meaning given to that term in section 4 of the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time.
- 10.2 Where you as a Consumer acquire goods or services under this Agreement and those goods or services:
- (a) are of a kind ordinarily acquired for personal, domestic or household use or consumption (**PDH Goods or Services**), the operation of the Consumer Guarantees cannot be, and are not in this Agreement, excluded, restricted or modified; or
 - (b) are not PDH Goods or Services, we limit our liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to, at our option:
 - i. in the case of goods, repairing or replacing the goods or paying the cost of having those goods repaired or replaced; and
 - ii. in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of this Agreement or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited. In this clause, "**Consumer**" has the meaning given to that term by section 3 of the Australian Consumer Law.

- 10.3 To the extent permitted by law, we exclude from this Agreement all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation, (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

11. NO AGENCY

- 11.1 Except as expressly provided in this Agreement, no agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular, you have no authority to bind Grub Lab or its related entities or affiliates in any way whatsoever.

12. INDEMNITY

- 12.1 You agree to indemnify, defend and hold harmless Grub Lab from and against all losses, expenses, damages or costs, including reasonable solicitor's fees, incurred by Grub Lab and our officers, directors, employees, agents, information providers, partners, advertisers, licensors and suppliers, arising or resulting from any information provided to us by you which infringes the intellectual property rights of any other person anywhere in the world or which is otherwise misleading or deceptive.

13. OTHER PROHIBITIONS

- 13.1 You must not access or use the Customer Portal by means of any automated program, expert system, electronic agent or "bot", and you must not give any person or entity access to the Site or App.



- 13.2 You are prohibited from “scraping,” copying, republishing, licensing or selling the data or information on the Site for any commercial purpose, regardless of whether the data is publicly available or only available to logged-in users. “**Commercial purpose**” includes but is not limited to training or supplying such data or information to any artificial intelligence or machine learning program.

14. LIABILITY

- 14.1 You acknowledge and agree that your access to, and use of, the Products, Grub Lab Games or Customer Portal or associated products is at your own risk.
- 14.2 Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your use of the Products, Grub Lab Games or Customer Portal or associated products, including, without limitation:
- (a) any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
 - (b) any other Losses, except to the extent those Losses arise directly from our deliberate breach of any provision of this Agreement.

15. NOTICES

- 15.1 Except as stated otherwise, any notices under this Agreement must be given by post or by email to your contact address as provided at registration (or updated from time to time on the App or the Website). Any notice shall be deemed given:
- (a) if sent by email, 24 hours after the email is sent, unless the sender is notified that the email address is invalid or the email is undeliverable; and
 - (b) if sent by post, three Business Days after the date of posting, or on the seventh Business Day after the date of posting if sent to or posted from outside Australia. In this clause, “Business Day” means a day on which banks are open for general business in Sydney NSW, other than a Saturday, Sunday or public holiday.

16. TERMINATION

- 16.1 You may terminate a Membership Subscription, Account or this Agreement at any time. Termination will take effect at the end of the then current billing cycle. Any services supplied under this Agreement (**Services**), including product deliveries and access to the Customer Portal, will continue until the end of that billing cycle and will cease at the start of the next billing cycle.
- 16.2 We may terminate your Membership Subscription, Account or this Agreement immediately due to your Material Breach. If we do so, we may suspend or terminate the Services immediately.

Material Breach includes (without limitation):

- (a) failure to pay any amounts due under this Agreement;
 - (b) misuse of the Customer Portal or interference with its operation;
 - (c) breach of any intellectual property, confidentiality or data protection obligations;
 - (d) use of the Services in a manner that is unlawful or infringes the rights of a third party; or
 - (e) any breach which is not remedied within 7 days after written notice (where capable of remedy).
- 16.3 We may terminate your Membership Subscription, Account or this Agreement any time if we provide you with not less than 21 days written notice. The Services, including product deliveries and access to the Customer Portal, will continue until the effective date of termination as stated in the notice.



17. GENERAL

- 17.1 We do not waive a right, power or remedy in connection with this Agreement if we fail to exercise or delay in exercising the right, power or remedy.
- 17.2 This Agreement is governed by the laws of New South Wales, Australia. You and Grub Lab submit to the non-exclusive jurisdiction of the courts of that State.
- 17.3 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.
- 17.4 This Agreement sets out the entire understanding and agreement between you and Grub Lab with respect to its subject matter.