



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. Digital Marketing Solutions (**Product**); and
- Digital Experiences that are deployed via various digital services, including but not limited to native app stores, websites, third parties, games stores (**App**).

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 or the App offered by Grub Lab.

When acquiring the Products or using the App you agree to be bound by the provisions of this Agreement.

1. GRUB LAB PRODUCTS

1.1 Grub Lab may provide:

- (a) you with the Products; or
- (b) you and your customers with access to the App, from time to time.

1.2 When ordering, you will be given an option to create an account (**Account**) that may be accessed by phone or by way of URL at <https://menumagic.grublab.io/> (**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.io 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 Products will be acquired on a monthly recurring subscription basis (**Set and Forget**). When you register for Set and Forget, we will provide you with an agreed amount of Products (**Set and Forget Quantity**) on receipt by us of payment of the fee for the price quoted on our Website for the relevant Set and Forget Quantity at that time (**Set and Forget Fee**), which is then recharged to you monthly, until such time you cancel or alter your Set and Forget Subscription.

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 Set and Forget Subscription, until such time as you pay all overdue amounts in full; and/or
- (b) you must pay us on demand any overdue amount.
- (c) we may suspend your digital experiences and/or provide warning messages to users, until such time you pay overdue amounts



2.4 We reserve the right to change the price for the Products or Set and Forget Subscription (**Pricing**). Any change 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 App. Your continued use of the Products or Set and Forget 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 with us, 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 acquired by you via courier within 10 business days. If we are unable to dispatch goods within 10 business days (due to availability of the Products) we will notify you using the contact details supplied.
- 4.3 If you wish to request a change or cancellation to your delivery, you must notify us by the last day of the month for that change to apply to the delivery for the following month.
- 4.4 If you wish to query a delivery please contact us at hello@grublab.io.

5. **REFUNDS & RETURNS**

- 5.1 If for any reason you are not completely satisfied with your order, you must return the Products by mail or courier for replacement or refund within 7 days of receiving the goods. Please email us at hello@grublab.io within that time if you are not satisfied with your order so that we can resolve any problems.
- 5.2 This refund policy does not apply to goods which have been used, damaged after delivery, or if any attempt has been made to alter the Product or if they have been dropped or broken. All Products must be returned in their original condition. You will be responsible for all postage and insurance costs.
- 5.3 This refund policy does not apply to customised products, only generic products with no customer identifiable items
- 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 goods during transit. Grub Lab will not be responsible for any returned Products that are lost, stolen or damaged in transit.
- 5.5 Upon return of any Products in accordance with clause 5.3, we will refund the Price of the Product.

6. **PRIVACY**

- 6.1 The Grub Lab Privacy Policy, which is available at <https://grublab.io/cust-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.



7. INTELLECTUAL PROPERTY

- 7.1 All copyright and other intellectual property rights in the Product and the App (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, the App or associated products without our prior written consent;
 - (b) distribute, translate, modify or tamper with, any part of the Products, App or associated products;
 - (c) create derivative works of or from any part of the Products, App 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 THE APP

- 8.1 You agree that the standard terms which are available on any of the various digital services; including but not limited to native app stores, websites, third parties, game stores, 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>), and will apply to your use of the App and will form part of this Agreement.
- 8.2 We will use reasonable endeavours to generally make the App available for use by your customers. However, the availability of the App depends on various third party suppliers (of both Grub Lab and your customers), and accordingly, we are unable to warrant or guarantee that your customers:
- (a) will be able to use the App at any time; or
 - (b) use of the App will be continuous, uninterrupted, secure or error-free.
- 8.3 You acknowledge and agree that, the App will be made available "as is" and we make no representation, warranty or guarantee:
- (a) that the App will operate in combination with any other hardware, software, platform, operating environment or materials;
 - (b) that the App, and any information extracted from it, will be accurate, free from defects, bugs, errors or omissions, or that any materials input into the App 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 the App may not be available for use from time to time, and that users may be disconnected from or unable to access the App 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.
- 8.5 We make no guarantee as to the reliability or performance of the App. The performance of the App 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 App and the systems that support it from time to time.
- 8.6 The information available through the App 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 the App 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. CONSUMER GUARANTEES

- 9.1 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.
- 9.2 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.

- 9.3 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).

10. NO AGENCY

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

11. INDEMNITY

- 11.1 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:
- (a) the breach of any of your obligations under this Agreement; or
 - (b) 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.



12. LIABILITY

- 12.1 You acknowledge and agree that your access to, and use of, the Products, App or associated products is at your own risk.
- 12.2 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, App 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.

13. NOTICES

- 13.1 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.

14. TERMINATION

- 14.1 You or we may terminate a Set and Forget Subscription or Account and this Agreement at any time for any reason, upon providing 28 days' notice.

15. GENERAL

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 This Agreement sets out the entire understanding and agreement between you and Grub Lab with respect to its subject matter.