



## Terms and Conditions

Grub Lab, LLC (**Grub Lab, we, us, our**) provides products and services including:

- Augmented reality activity packs, menu placemats, experience packs; trading cards, collectibles, coloring in pages / books, interactive experiences and related materials to be used as a family entertainment and 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 (available here), including our Privacy Policy, (collectively, **this Agreement**) carefully before acquiring the Products and using, marketing, or providing or purporting to provide 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. You are prohibited from "scraping," copying, republishing, licensing, or selling the data or information on the site or App for any commercial purpose, regardless of whether the data is publicly available or only available to logged-in users. Grub Lab prohibits the use of the Site or its contents to train or supply artificial intelligence or machine learning.

Agreement. Please read the following information carefully before using this Site. By using this site, you agree to be bound by this Agreement. If you do not agree with any part of the Agreement, do not use this Site. Grub Lab reserves the right, in its sole discretion, to modify, alter or otherwise update this Agreement at any time, and by using this Site after the posting of a modification, you accept the modification OR by clicking "I accept" to the revisions, you accept the modification. Any changes will be effective only after the effective date of the change and will not affect any dispute arising prior to the effective date of the change.

### THE APP WILL BE MADE AVAILABLE "AS IS" AND WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE:

- THAT THE APP WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, PLATFORM, OPERATING ENVIRONMENT OR MATERIALS;
- 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
- IN RELATION TO FUNCTIONALITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO, AND USE OF, THE PRODUCTS, APP OR ASSOCIATED PRODUCTS IS AT YOUR OWN RISK. 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: 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 ANY OTHER LOSSES.

BY ACCESSING THE SITE OR APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**



## 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 the product, you will be given an option to create an account (**Account**) that may be accessed through an internet browser or by way of URL at <https://menumagic.fun.grublab.co/> (**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 [info@grublab.co](mailto:info@grublab.co) if:
  - (a) there is any change to any contact or other details for your Account; or
  - (b) you have reason to believe that another person is aware of or has utilized your login details or password for the Website without your express permission.

## 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 and within the timeframe 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 If you are a business account holder, you may elect to acquire the Products on a monthly recurring subscription basis (**Membership**). If you register for Membership, we will provide 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 on the date of your first Membership purchase, until such time you cancel or alter your Membership 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 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.
  - (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 Membership Subscription (**Pricing**) in our absolute discretion. 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.
- 2.5 We may be required to collect taxes for items shipped to each address.



### 3. DELIVERY OF PRODUCTS

- 3.1 An Order is considered complete when all required information has been provided by you, including but not limited to any required artwork, contact details, payments, contracts, account details.
- 3.2 Upon placing an Order with us, you will receive an email confirmation containing your invoice which includes the order details.
- 3.3 On receipt of your completed Order, we will use reasonable endeavours to send to your nominated address the Products acquired by you via courier within 10 business days, that being a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in California, USA (**Business Day**). If we are unable to dispatch goods within 15 Business Days (due to availability of the Products) we will notify you using the contact details supplied.
- 3.4 If you are registered for a Membership Subscription, we will use reasonable endeavours to send to your nominated address the Products acquired by you within ten (10) Business Days on receipt of your payment. 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.
- 3.5 If you wish to query a delivery, you must notify us by email, including order number and all relevant details at [hello.us@grublab.co](mailto:hello.us@grublab.co).

### 4. REFUNDS & RETURNS

- 4.1 If for any reason you are not completely satisfied with your order, you must email [hello.us@grublab.co](mailto:hello.us@grublab.co): notifying them of the reason for the return or refund and you must return the Products by mail or courier for replacement or refund within seven (7) Business Days of receiving the Product.
- 4.2 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.
- 4.3 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.
- 4.4 Upon return of any Products in the condition set out in 4.2 (to our satisfaction) and in accordance with clause 4.3, we will refund the Price of the Product within 7 Business Days of cancellation.

### 5. PRIVACY

- 5.1 The Grub Lab Privacy Policy, which is available at <https://grublab.co/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. INTELLECTUAL PROPERTY

- 6.1 All copyright and other intellectual property rights in the Product and the App (including all trademarks) are owned by us and/or our licensors.
- 6.2 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.



## 7. USE OF THE APP

- 7.1 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, games stores, will form part of this Agreement.
- 7.2 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.
- 7.3 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 but not limited to, 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. WE MAKE NO GUARANTEE AS TO THE RELIABILITY OR PERFORMANCE OF THE APP.

- 8.1 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.
- 8.2 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. NO AGENCY

- 9.1 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.

## 10. INDEMNITY

- 10.1 You agree to indemnify, defend and hold harmless Grub Lab from and against all losses, expenses, damages or costs, including reasonable solicitor's or advisor 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.

## 11. OTHER PROHIBITIONS

- 11.1 You shall not access or use the Site by means of any automated program, expert system, electronic agent or "bot," and shall not give any person or entity access to the Site or App.
- 11.2 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.



## 12. NOTICES

12.1 Except as stated otherwise, any notices under this Agreement will 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 (3) 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.

## 13. TERMINATION

13.1 You or we may terminate a Membership Subscription or Account and this Agreement at any time for any reason, upon providing 28 Days' notice.

13.2 If you breach any terms of this agreement, we may terminate your membership including access to digital experiences immediately.

## 14. GENERAL

14.1 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.

14.2 This Agreement is governed by the laws of California, USA. You and Grub Lab submit to the non-exclusive jurisdiction of that State.

14.3 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.

14.4 This Agreement sets out the entire understanding and agreement between you and Grub Lab with respect to its subject matter.

14.5 At this Site and via the App, Grub Lab makes no active effort to collect personal information from individuals under the age of eighteen (18). Where the user of the Site or the App is under the age of 18, Grub Lab requires that a parent or guardian enters into this Agreement. You confirm that you are over the age of 18 and expressly consent to the use of the Site or the App by any minor who you allow to use the Site or App.

## 15. CONTACT US

For further information, or inquiries about this Agreement, please contact us:

+1 786-503-8016  
hello.us@grublab.co