

# Terms and Conditions Policy

## **Website owner, the offering, and binding of Terms**

This website is owned and operated by **Labax Nominees Pty Ltd**. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors order, buy, communicate, pay online or manual and view our promotions and updates. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

## **Who can use your website; what are the requirements to create an account**

In order to use our website and/or receive our services, you must be at least 18 years of age, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your Victoria, Australia or under any law or regulation applicable to you.

## **Key commercial Terms offered to customers**

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

“The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on to your payment method.

## **Return and refund policy**

For your satisfaction, we ensure that you always get food delivery according to your requirements. Our return and refund policy enhance the trust of our customers in our determination.

### **Wrong order**

Our management team ensures that you get the right food delivered at your place. However, if you get the wrong order delivered, then, you can simply contact us and let us know. We can make suitable changes in the transactions and provide the right food.

### **Bad food**

Though we always cook our food with the freshest ingredients, we feel that it is our responsibility to provide assurance regarding the bad food. If you feel that the food is in bad quality, call us and let us know. We will take care of the inconvenience and provide you suitable refunds.

### **Cancellation of the order**

We are unable to provide refunds for the return of the food. Also, if you cancel the order after the food has been cooked, the cancellation is not acceptable. For more information, you should contact us.

### **Contact us to ask your queries!**

There are various terms and conditions that we include to ensure the perfection and professionalism in our services. So, if you feel the need to know more about our refund and return policies, feel free to give us a call. Our management team is always there to answer all your questions and help you out with the ordering.

We want to make sure that you receive best quality food and enjoy at your own place. And you can help us in doing that.

## **Retention of right to change offering**

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may

permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

## **Warranties & responsibility for services and products**

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Thai on Charles or Elja bar**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **Ownership of intellectual property, copyrights, and logos**

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of **Labax Nominees**

**Pty Ltd.** Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

## **Right to suspend or cancel user account**

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

## **Indemnification**

You agree to indemnify and hold **Labax Nominees Pty Ltd** harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall **Labax Nominees Pty Ltd**, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, **Labax Nominees Pty Ltd** assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

## **Right to change and modify Terms**

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

## **Promotional emails and content**

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

## **Preference of law and dispute resolution**

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Australia (VIC), without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Melbourne. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## **Customer support details & contact info**

Terms are expected to have contact information enabling users and customers to receive customer support services and to correspond with the website and its operators.

## **Provisions recommended for websites with user communities**

All users that join a community have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website.

A user of the website can always opt-out and exit the community, and upon doing so, such user's profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g., liking, commenting or writing posts).