



# TERMS & CONDITIONS

**PLEASE ENSURE THAT YOU READ THE FULL TERMS & CONDITIONS CAREFULLY & FULLY UNDERSTAND ALL SECTIONS**

**The Below Are The Terms & Conditions** (together with the documents referred to in it, particularly our Privacy Policy) sets out the terms and conditions in which MUNCH2U PTY LTD ACN 638 135 092 ("Munch 2U", "Munch", "we", "our" or "us") will provide you with a Munch membership (Memberships) and/or supply to you the products (Product) and/or services (Service) listed on our website [www.munch2u.com](http://www.munch2u.com) (Website) (site).

## GENERAL

By accessing and/or using this Website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available [here](#)) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms. Please read these terms and conditions carefully before ordering any Products, services and/or memberships from our site. You should understand that by ordering any of our Products, services and/or memberships you agree to be bound by these terms and conditions.

## INFORMATION COLLECTION AND USE

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone number, postal address ("Personal Information"). We collect personal information about you in order to facilitate the buying and selling process and for purposes otherwise set out in our [Privacy Policy](#). When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system. The purpose for which we collect personal information is to provide you with the best service experience possible on the Service and for our internal business purposes that form part of normal business practices. Some provision of personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full functionality of the Service. With your permission, we may send you emails about our store, new products and other updates. We may disclose that information to third parties that help us deliver our services (including information technology suppliers, delivery suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you. We may also disclose your personal information to recipients that are located outside of Australia.

### *Our Privacy Policy explains:*

- a) How we store and use, and how you may access and correct your personal information;
- b) How you can lodge a complaint regarding the handling of your personal information; and
- c) How we will handle any complaint.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and/or these Terms.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained within it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. You agree that we shall not be liable for any damages suffered as a result of using the Service. These Terms shall be governed and construed in accordance with the laws of Victoria, Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## COMPLIANCE WITH LAWS

We may disclose personal information in special situations where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring or interfering (intentionally or unintentionally) with our rights or property, users or anyone else who could be harmed by such activities. We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

## ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. The content is provided without warranties or conditions of any kind either express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose or non-infringement. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems. We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

## LINKS TO OTHER SITES

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third-party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

## GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us.

We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

## SERVICE AVAILABILITY

We are working on our international presence, however, at this time this Website and our products are only available to people residing in Australia, as such we do not accept orders from individuals outside Australia.

## CANCELLATION POLICY

Munch 2U requires a minimum notice of 48 hours prior to order cut off mentioning your intention to cancel your order. This must be done by contacting our customer support line on 1800munch2u (1800 686 242).

## MEMBERSHIP BENEFITS; PROMOTIONS, GIVEAWAYS AND DISCOUNT VOUCHERS

Our customer satisfaction is our main priority, and as such, we often run promotions, discounts, giveaways and member benefits. For certain campaigns, promotions, contests and member benefits, additional terms and conditions may apply. If you want to participate in such a campaign, promotion, contest or benefit from a membership, you must agree to the relevant terms and conditions applicable to that campaign, promotion, contest or membership. In case of any inconsistency between such terms and conditions and these terms, those terms and conditions will prevail.

Munch 2U exercises the right to end promotions, contests, campaigns or adjust member benefits at any time with no prior warning, with no limits to membership discounts, benefits and the promotions these memberships may hold.

Discounts or promotion codes are non-transferable and cannot be transferred or refunded for cash. Only a single discount or promotion code per order and cannot be used in conjunction with any other discounts or promotions except when stated otherwise within any Membership Agreement.

Please see the general Terms & Conditions for 'MEMBERSHIP AGREEMENT' [here](#).

## DELIVERY FOR MEMBERS

All Munch memberships are entitled to no more than 1 Free delivery per week to the designated place of delivery. The designation of delivery must be requested to Munch no less than 7 business working days prior to the delivery date Any further Deliveries within a single seven day period where the 1 Free delivery has been utilised by the member, the member will incur an additional charge are Variable per delivery until seven days have past from the members first 1 Free delivery.

The designation of delivery is subject to the delivery availability and Munch reserves the right to deny designation availability at all times.

Delivery is also subject to the below clause(s) within the terms of the membership agreement ("*Membership Agreement*"):

(25) INTERRUPTION OF SERVICES

(26) RELOCATION

(27) SCHEDULE AND EQUIPMENT

After the point of sale of any food product has taken place and/or either collection of any such food products and/or, acceptance of delivery of such food products that you have hereby agreed that the food product meets all food standards under the Victorian Food Act 1984 and the most current Australian New Zealand Food Standard Code and therefore agree that Munch is not responsible for any damage, tampering, or lost, food products subject but not limited to and/or not held responsible for consumer product satisfaction upon signage of any Membership Agreement.

Munch reserves the right to decide solely on any and all refunds on consumer purchases relating to the purchase of all food products sold by us in respective of the Australian New Zealand Food Standard Code/Victorian Food Act 1984.

## DELIVERY

Delivery is available in select areas only. Check your delivery area and delivery fees by calling 1800munch2u.

## MEMBER ACCOUNTS

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

A membership card will be issued to you upon a membership agreement with Munch; your membership card and the benefits it holds are not transferable and must be used for every purchase made on our website. Your membership card will apply your membership discount to your shopping cart when ordering your meals. Your membership card is not to be used by anyone else other than the person that it is assigned to or for the use of obtaining benefits from a Munch Membership. If in any circumstance your membership card or its benefits including but not limited to its corresponding password are used by another person this is a breach of your Membership Terms and Conditions and Munch reserves the right to terminate your Membership Agreement immediately with you paying all monies due under any Membership Agreement. In the unlikely event that you miss place your membership card you must contact Munch immediately on 1800 686 242 and a fee of \$5 will be charged to you/the-member for the replacement of the membership card.

## MEMBERSHIP TYPES

Use of the membership benefits whilst purchasing any product and/or services from Munch 2U are governed by the Membership types and their respective benefit/restrictions as listed below:

### A. READY Membership

- A1) Automatic upgrade to a Set Membership after 30 days of the agreement date signed by you on page 1 of this Membership Agreement
- A2) Free trial benefits and/or benefits of the Ready Membership end and are no longer in effect after 30 days of the Memberships Agreement date on Page 1 of this Member Agreement
- A3) A \$40 start up fee is payable upon sign up of the Ready Membership, in order to cover the final month of a Set Membership. Payable to Munch when your automatic upgrade takes effect as stated in point A2) in the terms and conditions of this Membership Agreement.

### B. SET Membership

- B1) A 20% discount on all meals purchased from Munch
- B2) **\*Free delivery** to your home or workplace (As per section 2 of this Membership Agreement)
- B3) Up to 30% off pre paid meals as stated on page 1 of this Membership Agreement

### C. GO Membership

- C1) A 30% discount on all meals purchased from Munch
- C2) **\*Free delivery** to your home or workplace (As per clause 2 of this Membership Agreement)
- C3) Up to 35% off pre paid meals as stated on page 1 of this Membership Agreement

Any meal available from the Munch menu is subject to change at Munch's discretion and without notice. Munch reserves the right to change the menu at the discretion of Munch and without notice involving and not limited to all meal ingredients, meal menu options, meat varieties and products/services available for purchase under the Membership options. Munch will endeavour to make all changes to menu options available to members on the Munch website 7 days prior to the changes being made.

## CHANGE OF DETAILS

You must keep Munch promptly informed of any changes to your payment information (Bank account or Credit Card), address for delivery purposes, email and contact information including any other relevant information for your membership with Munch.

## PARTNERS/CONTRACTORS

Munch is within its rights to have services provide to us by partnership businesses, companies, franchisees, personal trainers and contractors. Any charges that apply regarding these services are paid directly to Munch from the partnership business, companies, franchisees and contractors this may include fees regarding Personal Training. Any claim or fees paid to these partnership business, companies, franchisees and contractors this may include fees regarding Personal Trainers are at your own risk and Munch does not take any responsibility for fees that you pay directly to these services. By signing any Membership Agreement you agree that Munch is not liable and you agree to indemnify us and keep us indemnified for any claims relating to these services suffered by you as a result of negligence from any partnership business, companies, franchisees, personal trainers and contractors inflicted/supplied by any linked websites.

## INTELLECTUAL PROPERTY

The Terms and Conditions in any Membership Agreement do not give you any intellectual property rights in Munch or in our location of temporary mobile premises, services or products contained within this website.

## PURCHASES

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including and without limitation to your credit card number, the expiration date of your credit card, your billing address, and your delivery information. You represent and warrant that you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that also the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. The price of the Products and our delivery charges will be as quoted on the Website from time to time, except in cases of obvious error. We may change Product prices and delivery charges at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

Payment for all Products must be by credit or debit card or PayPal. We accept payment with, Visa and MasterCard.

**The Service is not designed to provide qualitative advice regarding the fitness for purpose and merchantability of any products or services. We strongly advise you to exercise caution and do your own due diligence in conducting any transactions through this Service within this website.**

## AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on our websites. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

#### ALLERGIES & PREGNANCY RELATED

Munch strongly suggests that you consult your Doctor prior to the consumption of any Munch products/meals. It is the Customers responsibility to refer to the Nutritional Panel and/or Ingredients list of each meal available on our website prior to purchase. While Munch takes complete due care to keep allergy prone ingredients out of certain meals, please be aware they may still be present.

**Munch accepts no liability to any allergic reaction by a Customer as a result of the consumption of a Munch meal, product or the use of any service provided by Munch- this also applies to expecting mothers.**

#### YOUR MEMBERSHIP OBLIGATIONS

You acknowledge that the National Credit Code does not apply to these Terms and Conditions ([www.comlaw.gov.au](http://www.comlaw.gov.au)) if at any time;

- a) You believe that you may not or may be unable to perform or comply with the obligations under these Terms and Conditions;
- b) You are unable to pay your membership fees, including any instalment of membership fees, as they fall due to payment;
- c) A cheque is received from you is dishonoured
- d) You are or become bankrupts; or
- e) Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- f) Your membership fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under Agreements, you agree that:

You will immediately notify us that one or more of the above notifiable events have occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;

- g) We have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable events exists;
- h) We may terminate the agreement with immediate effect by providing you with written notice via email;
- i) We may request payment in advance for the remainder of the term of your membership; and

We have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists

Membership Agreements and its Terms and Conditions form part of your Membership Agreement with Munch.

Upon Signing a Membership Agreement with Munch you are agreeing to abide by all the Terms and Conditions stated in the Membership Agreement at all times whilst you hold the Membership with Munch.

