

ZAMBRERO PTY LTD GENERAL TERMS AND CONDITIONS

This sets out the terms and conditions ("Terms") on which we, Zambrero Pty Ltd (ACN 125 085 930) ("we", "us" or "Zambrero"), provide our services through our website www.zambrero.com.au and any Zambrero mobile application through which you access our website or services (together, "Zambrero Website"). Please read these Terms carefully before ordering any products through the Website, as your use of the Website and purchase of any products offered on the Website is subject to these Terms. By ordering products via the Website (whether now or in the future) or continuing to use the Website, you agree to be bound by these Terms.

For the avoidance of doubt, please note that references to "Zambrero Website" or "Website" in these Terms include any current or future version of our website www.zambrero.com.au and any Zambrero mobile application through which you access our website or services, in each case whether accessed through any current or future platform or device (including without limitation any mobile website, mobile application, affiliate website or related website for accessing our website or services that may be developed from time to time).

1. DEFINITIONS

a) In these Terms:

i. Agreement means these Terms;

ii. Business Day means a day which is not a Saturday, Sunday or public holiday in New South Wales;

iii. Orders means orders for products for delivery or takeaway from a Zambrero restaurant as displayed on the Website;

iv. Intellectual Property Rights means any intellectual property and industrial property rights of throughout the world including rights in respect of or in connection with any copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs, and circuit layouts whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions and any other intellectual property rights as defined in Article 2 of the World Intellectual Property Organisation Convention of 1967;

- v. Products means the items chosen for delivery or takeaway from a Zambrero restaurant;
- vi. Restaurant means any of the Zambrero restaurants displayed on the Website;
- vii. Service(s) includes the service of the website and also extends to any other service that may be offered by Zambrero from time to time (including but not limited to providing a way for you to communicate orders for products for delivery or takeaway restaurants displayed on the Website);
- viii. Terms means these terms and conditions;
- ix. Works means any and all publications, content, graphs, charts, data, information, software, processes, programs, documents, user generated content or any other materials whatsoever contained on any Website owned by Zambrero or provided by Zambrero to any user;
- x. You or your means the Person who uses the Website; and
- xi. Website means www.zambrero.com.au, and any Zambrero mobile application through which you access our website or services or any other site operated by or on behalf of Zambrero, as notified by Zambrero from time to time.

b) Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of these Terms. A reference to a clause is a reference to a clause of these Terms.

2. DURATION

These Terms commence on the date of first use of the Zambrero Website and continue in full force and effect unless terminated earlier.

3. CHANGES

We reserve the right to revise, replace or amend these Terms, or other terms that may apply from time to time. We shall notify you of any substantive changes by email or any other reasonable notification method. The new changes shall only apply to Website uses after the notification has been sent to you.

4. PRIVACY

Please refer to our Privacy Policy, which forms part of these Terms.

5. ACCESS AND USE

a) Your access to and use of the Website is conditional on your acceptance of these Terms. If you do not accept these Terms, then you must not access or use or must immediately cease all access or use of the Website.

b) You agree that:

i. any and all access and use of any Service of the Website by you shall be in accordance with:

1. these Terms;
2. any notices displayed on the Website from time to time;
3. any other Terms of Business that we may provide you with if you use our Services;
and
4. Zambrero Pty Ltd Loyalty Program Terms and Conditions (where applicable).

c) You acknowledge that:

i. you must not use the Website, or post any material on the Website, in any way that causes or is likely to cause the Website or access to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer or device to us;

ii. when you register an account or use the Website you will provide us with personal information such as your name, email address, telephone number, credit or debit information and address. We will handle all personal information we collect in accordance with our Privacy Policy;

iii. if you choose to register, we will provide you with a username and you will select a password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username;

iv. you are legally responsible for all user generated content you submit;

v. under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating;

vi. we may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Website, including providing any and all information about you held by us (whether of a personal nature or otherwise), to those entities;

vii. you will not:

1. post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;

2. bypass (or attempt to bypass) any security mechanisms imposed by the Website;

3. impersonate any person or entity;

4. post or transmit false or misleading material or make any form of misleading or deceptive representation;

5. post or transmit any material for fraudulent purposes in connection with any criminal offence or any other unlawful activity;

6. knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;

7. exploit the Website for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitors, promotional materials, "spam" or any other materials that are contrary to our commercial or lawful interests);

8. provide access or links to any material which may infringe the intellectual property rights of another person; or

9. delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website; and

10. at our request you agree to do all things necessary and desirable, either to give effect to these Terms or to help us comply with all regulatory directions and obligations.

d) You agree that you shall not make any commercial use of any or all of the works accessed on the Website. In this clause, commercial use means use that is for monetary reward and includes, without limitation, use for sale, resale, loan, transfer, hire or any other form of commercial use, but does not include participation in our Loyalty Program.

e) Zambrero may use "cookie" technology on its Websites. A "cookie" is a small summary file containing a unique ID number which is stored on your computer by your browser. When you log in, the cookie tells Zambrero whether you've visited the Websites before or if you are a new visitor. The cookie doesn't obtain any personal information about you or provide Zambrero with any way to contact you, and the cookie doesn't extract any information from your computer. Zambrero uses the cookie to help it identify the relevant Websites features in which you have the greatest interest, so that it may better personalise your access to the Websites.

f) If you do not wish to receive cookies, you can set your browser so that your computer does not accept them.

6. ORDERS

a) By placing an Order through the Website, you warrant that:

i. You are legally capable of entering into binding contracts; and

ii. You are at least 18 years old.

b) Furthermore, you acknowledge and agree that:

i. it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18; and

ii. Orders containing alcohol can therefore not be accepted from or on behalf of persons under the age of 18. In the event that you place an order for alcohol products, you will

be required by the restaurant to show ID on delivery. For the avoidance of doubt, if your Order includes alcohol, the Restaurant is providing you with these and Zambrero is not selling alcohol to you. Zambrero supports the Responsible Service of Alcohol.

c) Once you select the Products you wish to order from the menu of your chosen Restaurant and provide other required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed", "place my order", "checkout" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will process your Order and errors cannot be corrected.

d) If a Restaurant has a minimum order amount in place, you may not place an order with that Restaurant until the value of your Order exceeds that amount. The minimum order amount must be met after applying any discounts or specials that reduce the total Order amount.

e) Once you submit your Order and your payment has been authorised, you will not be entitled to change or cancel your Order online. If you wish to change or cancel your Order, you must contact the Restaurant directly. However, there is no guarantee the Restaurant will agree to your requests as they may have already started to process your Order.

f) Where any payment you make is not authorised, your Order will not be processed by or communicated to the relevant Restaurant.

g) Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly.

h) Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times. All food preparation and deliveries are the sole responsibility of the Restaurant accepting the Order. To the extent permitted by law, including the Australian Consumer Law, Zambrero accepts no liability associated with food preparation or delivery by the Restaurant accepting the order.

7. PRICE AND PAYMENT

a) Prices for individual menu items will be as quoted on the Website in Australian dollars. These prices include any applicable taxes but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment administration charge imposed by the Restaurant (if you pay for your Order online). These will be added to the total amount due where applicable.

b) It is possible that some of the menus may include incorrect prices. The products will be sold for the displayed price even if the correct price for an Order is higher than the price stated on the Website.

c) Payment for Orders must be made by an accepted credit or debit card through the Website or in cash to the Restaurant at the point of delivery to you.

d) If you pay by credit or debit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in delays in sums being deducted from your bank account or charged to your credit or debit card.

e) A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by Zambrero, and you pay for any balance by credit or debit card.

f) Once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, you will be charged the full amount of your Order. If your Order is subsequently rejected by the Restaurant or cancelled for any other reason, your bank or card issuer will refund the relevant amount. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

8. USER-GENERATED CONTENT

a) This Website may allow you to post information, photos, content, user submissions and/or upload materials to the Website or App (including features such as live chat and forums), whether through external websites or otherwise and may also allow you to see user generated content submitted by other persons.

b) User submissions must not include or post or permit to be posted any positive or negative testimonials, recommendations or criticisms that relate to any health or medical practitioner or any medical or health facility or medical product.

c) The Website may include functionalities that allow you to control whether or not the public or other users of the Website or App are able to view your user generated content (Access Controls). We will use our best endeavours to ensure that the Website or App properly implements the Access Controls that you select, but we do not warrant or guarantee that the implementation is error free. If you discover any improper implementation of your selected Access Controls, please inform us immediately so that we can investigate and, where appropriate, correct the error. To the extent permitted by law, we are not liable to you for any loss or damage arising as a result of or in connection with any incorrect implementation of the Access Controls that you select (including any resulting disclosure of your user generated content that you did not intend to disclose).

d) Because we are not able to guarantee that the implementation of the Access Controls is error free, you should take particular care before deciding whether to upload any user generated content. In particular, you should be aware that, if your user generated content is downloaded by any other person (including other users of the Website or App) (whether authorised or not), then neither Zambrero nor you may be able to control the further disclosure and publication of that user generated content.

e) By posting, submitting, updating, modifying, transmitting or otherwise making available any user generated content on this Website:

i. you warrant that you independently created or otherwise have all the necessary rights and permissions needed to submit user generated content to the Website;

ii. you grant to us a royalty-free, non-exclusive irrevocable, perpetual and world-wide licence of the intellectual property rights in the user generated content to use, modify, copy, sub-licence, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display in any manner and by any means which we may determine (subject to us using reasonable endeavours to implement the Access Controls that you have selected);

iii. you must ensure, and warrant, that your user generated content does not infringe the rights (including intellectual property rights, privacy and reputation) of any other person,

and you agree to indemnify us against any third party claims arising from your use of the Website in breach of this clause.

f) To the full extent permitted by law (and subject to us using reasonable endeavours to implement the Access Controls that you have selected), you consent to us (and all persons authorised by us) doing anything in relation to your user generated content which would otherwise constitute an infringement of your moral rights that you may have in the user generated content. To the extent that a waiver, rather than a consent, is required in any jurisdiction, then you waive any moral rights you may have.

g) We have the right, but not the obligation, to monitor and review user generated content from time to time and we may, at our sole discretion and without prior notice to you, remove or edit any of your user generated content for any reason (or for no reason at all).

h) Notwithstanding our right to monitor, review and edit any user generated content, we are not obliged to do so. We accept no responsibility or liability for any user generated content. In particular, you acknowledge and agree that we do not authorise, condone or endorse any user generated content of any other user, and are not responsible for the accuracy, legality or decency of such content. You are solely responsible for verifying the veracity of any claims or statements made in any user generated content.

i) You acknowledge that, subject to us using reasonable endeavours to implement the Access Controls that you have selected, your user generated content will be displayed on the Website, and other users may use, view and download your user generated content. We are not responsible for how other users will use your user generated content. You should take care before posting anything sensitive or personal about yourself to any part of the Website that is accessible to the public or other users of the Website or App.

j) Some user generated content may refer to opportunities or activities that are organised by other users of the Website or App. We are not responsible for organising these events and activities, and do not authorise or endorse them. You are solely responsible for determining whether to participate in these events and activities, at your own risk.

k) If you believe that your rights have been infringed by any other user generated content, or wish to report any user generated content that does not comply with these Terms, please contact our administrator at zambrero.com.au/contactus

9. OWNERSHIP AND INTELLECTUAL PROPERTY

a) Subject to clause 10(c) you acknowledge and agree that any and all Intellectual Property Rights, title and interest arising in or in relation to the Works remains with or vests in Zambrero or third parties.

b) If Zambrero, or any person, makes available or introduces to you to their intellectual property then all Intellectual Property Rights relating to or associated with that intellectual property will remain the sole property of Zambrero, or that other person who is the owner or licensee of that intellectual property.

c) You agree to take all actions and do all things reasonably necessary or desirable to protect our Intellectual Property Rights, title and interest in the Works and the Intellectual Property Rights of any third party.

10. NO PERMISSION TO USE WORKS

a) Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Website (including its content, materials, programs, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.

b) All names, logos and trademarks on this Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

c) We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and their content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

d) The following are examples of conduct that are not authorised by these terms:

i. sharing the content of this Website with other persons;

- ii. publishing or posting any of the content on any other website, including on social media pages or websites;
 - iii. using the logo or trademarks of this Website,
 - iv. registering or maintaining any social media pages or websites that misrepresent or are reasonably likely to misrepresent any affiliation with, or endorsement by, us; and
 - v. systematic downloading or "scraping" of content of the Website.
- e) We may, from time to time, monitor your use of the Website to determine if you are in breach of these terms. Such monitoring may include:
- i. the frequency and nature of any downloads; and
 - ii. the time of access and IP addresses used to access the Website.
- f) We may suspend, limit or terminate your access to the Website or App (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these terms.

11. REPRODUCTION AND COMMUNICATION FOR OTHER PURPOSES

- a) No further reproduction or distribution of the Works in whole or in part is permitted without the express written agreement of Zambrero.
- b) To seek permission to use the Works (or part of them) please contact us at zambrero.com.au/contact-us

12. PROVIDING FEEDBACK ON WEBSITE

If you are invited to post comments on the Website you may do so. If you think that a comment that has been posted is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, discriminatory, pornographic, misleading or deceptive (as to its subject matter or the identify of its author or poster) or in breach of copyright, trademark, confidence, privacy or any other right or is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, commercial or personal advertising, financial or personal advice or recommendation, or any form of spam, please contact us with a link to the comment or a copy of it and your reason for objecting to it. We will consider whether there are grounds for editing or

removing the comment and take appropriate action but will not necessarily contact or consult you about our decision. Our decision is final.

13. DISCLAIMERS

a) We may make changes to the material on the Website, or to the Service, Products and prices described on it, at any time without notice.

b) Restaurants may alter their specials at any time, including removing or changing the terms of any loyalty discount program. Loyalty credits earned through a loyalty discount program from a Restaurant are non-transferrable and are not redeemable for cash.

c) We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("Menu Information") from the menus that are provided to us by Restaurants. However, it is the Restaurants that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering. Some of the pictures shown are indicative of the style of cuisine only and may not be an actual photo of the dish from the Restaurant.

d) The legal contract for the supply and purchase of Products is between you and the Restaurant that you place your Order with. We have no control over the actions or omissions of any Restaurants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Website:

i. We do not give any undertaking that the Products ordered from any Restaurant through the Website will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

ii. Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times.

iii. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly.

iv. The foregoing disclaimers do not affect your statutory rights against any Restaurant.

e) We provide you with access to the Website and Service on the basis that, to the maximum extent permitted by law, including the Australian Consumer Law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Website and Service (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Website or Service, or be otherwise implied or incorporated into these Terms, by statute, common law or otherwise).

14. ACKNOWLEDGEMENT, WARRANTY AND LIABILITY

a) You acknowledge and agree that:

i. We do not make any warranties about the Website, Products, Services or Works, including without limitation any warranty that the Works or Services are complete or error-free;

ii. You will not rely on any of the Works without first making independent enquiries to verify facts.

iii. The Website is provided on an 'as available' basis. You agree that the Website service may be interrupted for maintenance and repairs, or for any other reason and that access to any Works cannot be guaranteed.

b) To the fullest extent permitted by law, Zambrero disclaims any and all express or implied warranties, guarantees or representations regarding:

i. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or the Works or on any external web sites that may be referred to on the Website; and

ii. the reliability or fitness for any particular purpose for any service or product contained or referred to on the Website or the Works or on any external web sites that may be referred to on the Website.

c) You acknowledge and agree that Zambrero does not warrant, guarantee or make any representation that:

i. the Website, the Works or the server that makes the Website available on the world wide web are free of software viruses;

ii. the functions contained in any software contained on the Website or the Works will operate uninterrupted or are error-free; or that

iii. errors and defects in the Website or the Works will be corrected.

d) You and Zambrero further agree that, to the fullest extent permitted by law:

i. the Works or any other materials whatsoever appearing on the Website are provided on an “as is” basis without warranty of any kind, express or implied;

ii. So far as permitted by law, we exclude all conditions and warranties relating to the Services, the Works or the Website; and

iii. Zambrero does not warrant or guarantee the accuracy, completeness, merchantability, or fitness for purpose of the Service, the Works, or the Website.

e) To the extent that our liability for breach of any implied warranty or conditions cannot be excluded by law our liability will be limited, at our sole discretion, to re-supply those services or the payment of the costs of having those services resupplied.

15. INDEMNITY AND LIMITATION

a) You agree to release and indemnify, defend and hold Zambrero, its directors, officers, employees and agents, harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against you or Zambrero related to or in any way connected with any use of the Website by you or any failure by you to perform your obligations in relation to these Terms. This indemnity shall survive the termination of these Terms.

b) To the extent permitted by law, in no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of the Website, the Services, the Works, any linked Website or App, your reliance on any information obtained through the Website or your use of any services on the Website, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

c) Subject to clauses(a) and (b), and your statutory rights under the Australian Consumer Law more generally, our total liability to you in respect of all other losses arising under or in connection with the Service or the Website, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or \$100, whichever is lower.

d) You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

16. TERMINATION

a) We may immediately terminate these Terms if you breach any term or condition of these Terms and fails to remedy such breach to our satisfaction within seven (7) days of notification from us.

b) On termination of these Terms:

i. you must not access or attempt to access the Service of the Website; and

ii. we may immediately deny you access to the Service of the Website, or any other part of the Website, at our sole discretion.

c) Any termination of the licence granted under these Terms shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of these Terms, which is expressly or by implication intended to continue in force after such termination.

17. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website or ordering Products via the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. EVENTS OUTSIDE OUR CONTROL

a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event").

b) A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

i. strikes, lockouts or other industrial action;

ii. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

iii. fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;

iv. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

v. impossibility of the use of public or private telecommunications networks; and

vi. the acts, decrees, legislation, regulations or restrictions of any government.

c) Our performance under these Terms is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

19. THIRD PARTY WEBSITES

a) Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed and do not control any of these third-party websites (and are not responsible for these websites or their content or availability). We do not endorse or make any representation about these websites, their content, or the results from using such websites or content. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

b) You may link to the Website's homepage (www.zambrero.com.au), provided that:

- i. you do so in a fair and legal way which does not damage or take advantage of our reputation;
- ii. you do not establish a link from a website that is not owned by you or in a way that suggests a form of association with or endorsement by us where none exists;
- iii. any website from which you link must comply with the content standards set out in these Terms;
- iv. we have the right to withdraw linking permission at any time and for any reason.

20. COMPLAINTS

- a) If your Order is taking longer than expected or you have any other problems with your Order, you should contact the Restaurant directly.
- b) If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact the Restaurant in order to communicate your requests. However, there is no guarantee that the Restaurant will agree to your requests as they may have already started to process your Order.
- c) In the event that you would like to express your opinion on the quality of any Products, or the service provided by a Restaurant, please consider contacting the Restaurant or Head Office via the Website (together, "Reviews"). The Reviews are an important part of our quality control process.
- d) Complaints that do not relate to Orders must be made online at www.zambrero.com.au/contact-us. We will endeavour to respond within 3 business days to all complaints.

21. GENERAL

- a) These Terms and the documents referred to in the Terms, supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the use of the website.
- b) You must not assign, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without the prior written consent of Zambrero.

c) These Terms shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

d) No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party, nor shall any waiver or those rights operate as a waiver of any subsequent breach.

e) Should any part of these Terms be or become invalid or unenforceable, that part shall be severed from these Terms. Such invalidity or unenforceability shall not affect the validity of the remaining provisions of the Agreement.

These Terms & Conditions were last updated in March 2020.