

WARNING: These Terms are important and affect your legal rights. Please read these Terms carefully before ordering any Products from the Website or subscribing to one of our Subscription Services, as this is a legally binding contract. Your use of the Website and by subscribing to the Subscription Service of F2N, you agree to the following Terms:

1. DEFINITIONS

Customer means the registered authorised user of the Subscription Services entering into these Terms, also referred to as “you”, “your” in these Terms.

Cut-off Time means the cut-off time for all subscription adjustments and cancellations being midnight AWST on the Tuesday of the week before your next payment is due and payable to F2N.

Delivery Areas means those Delivery Areas as outlined as delivery areas on the Website.

Delivery Subscription Services means those Subscription Services that are outlined as delivery subscription services on the Website, for Customers that are residents within the Delivery Areas.

F2N means Food 2 Nourish (ABN 49 596 432 913), also referred to as “us”, “our” or “we” in these Terms.

Force Majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent provided that event or circumstance is limited to the following:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority
- (b) earthquakes, flood, fire, explosion, or other physical natural disaster;
- (c) epidemic, pandemic or other health emergency (declared or not);
- (d) strikes or industrial disputes;
- (e) impossibility of the use of public or private telecommunication networks; and
- (f) impossibility of the use of railways, shipping, aircraft, motor transport and or other means of public or private transport.

Late Fee means fifteen dollars (\$15), which amount is subject to change at our discretion.

Member Account means the account which you create via the Website when registering to use the services of F2N.

Online Subscription Services means those Subscription Services that are outlined as online subscription services on the Website, for Customers that are residents within Australia.

Order Cut-off Time means for new subscribers, 8:00pm AWST on the Wednesday of any given week.

Products means those products supplied by F2N via the Website.

Subscription Service means the service provided by F2N on a subscriber basis on a weekly or fortnightly basis, as specified on the Website from time to time.

Terms means these Terms and Conditions, as amended from time to time.

Website means the F2N website at www.food2nourish.com.au.



2. OUR SERVICE

F2N is a Subscription Service offering the delivery of a pre-packed box, or boxes, of fresh groceries with:

- (a) matching recipes for four (4) dinner meals (**Boxes**); or
- (b) a recipe-only Subscription Service, which provides online access to four (4) dinner meal recipes per week (**Friends of F2N**).

3. THE CONTRACT

3.1 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1.1 After completing your subscription on the Website, you will receive an email from F2N acknowledging that we have received your order (**Order**). Please note that this does not mean that your Order has been accepted by us. An Order will relate only to the Product or Subscription Service you have ordered or subscribed to.
- 3.1.2 You agree that each Order that we accept results in a separate binding agreement between you and us for the supply of those Products or Subscription Service.
- 3.1.3 For each Order accepted by us, we will supply the Products or Subscription Service in that Order to you in accordance with these Terms.

3.2 ACCEPTANCE OR REJECTION OF AN ORDER

- 3.2.1 F2N reserves the right to accept or reject an Order for any reason in our absolute discretion, including, but not limited to, if the requested Product is not available, or if there is an error in the price, or the Product description posted on the Website, or in an Order.
- 3.2.2 If we reject an Order, we will endeavour to notify you of that rejection at the time you place an Order, or within 7 days after you submit an Order.
- 3.2.3 You are not permitted to purchase any items for resale to a third party or for trade purposes. If we have a concern with the quantity of item/s you have ordered, we will endeavour to contact you when you place an Order, or within 7 days after you submit an Order.
- 3.2.4 If we refuse an Order on or prior to delivery, but after the Cut-off Time, a full refund, less any discounts, will be made within 10 Business Days.
- 3.2.5 Customers must provide a valid email address and credit card for all Orders accepted online.

4. SUBSCRIPTION SERVICES

4.1 GENERAL

- 4.1.1 By placing an Order you warrant that:
 - (a) you are legally capable of entering into binding contracts; and
 - (b) you are at least 18 years old; and
 - (c) you are resident in one of the Delivery Areas or within Australia.



- 4.1.2 There is no minimum term for your Subscription Service with F2N. By subscribing to the Subscription Services, you are agreeing to receive our Product on a recurring basis for an indefinite period until cancelled by you, or us, as set out in these Terms.
- 4.1.3 When you place an Order for a Subscription Service or Product you enter into an agreement to receive the Product on an ongoing basis.
- 4.1.4 You will be charged for your Order on a Wednesday of that given week. Subsequent recurring orders will be charged following the relevant weekly Order Cut-Off Time, without further authorisation from you, unless you have cancelled, paused or otherwise modified your subscription or delivery preferences as outlined in these Terms.
- 4.1.5 The subscription amount and billing interval are set out on the checkout page, confirmation correspondence, and the customer login area of the Website.
- 4.1.6 You can cancel, pause, and otherwise amend your subscription at any time without the need to receive further Products from us provided that your adjustment request is received by one of the methods outlined in clause 5 of these Terms entitled “Managing Your Subscription” and by the Cut-off Time.
- 4.1.7 You will not be charged a cancellation fee if you cancel your subscription. You can re-subscribe at any time following your cancellation, but we reserve the right not to permit re-subscription.
- 4.1.8 We reserve the right to terminate your subscription at our reasonable discretion at any time and without giving any reasons for our decision.

4.2 DELIVERY SUBSCRIPTION SERVICE

- 4.2.1 We do not accept Delivery Subscription Service orders outside the Delivery Area.

4.3 ONLINE-ONLY SUBSCRIPTION SERVICE

- 4.3.1 Our Friends of F2N service as outlined on our Website is available for all Customers residing within Australia.

5. MANAGING YOUR ACCOUNT

5.1 MEMBER ACCOUNT

- 5.1.1 Your Member Account is your portal to manage your Subscription Service being order preferences for all your future deliveries, access to online recipes and to review and update your personal information, payments and delivery details.
- 5.1.2 You are responsible for keeping your Member Account up to date. It is important you keep your personal details current. Any changes to your personal information such as email, phone number or delivery address must be updated in your Member Account on the Website.
- 5.1.3 If any changes to your Member Account are made after your next payment has been processed, the changes will take effect on your second scheduled delivery from the date of change, and you acknowledge and agree that F2N is not liable for any loss suffered as a result of expired or inaccurate personal information. If an order cannot be fulfilled as result of inaccurate personal details, the Product will still be billed at full price.



- 5.1.4 F2N is not liable for any charges you incur as a result of out of date payment information. If we incur an expense due to incorrect payment information provided by you, we reserve the right to seek reimbursement from you for such expense. You agree to make immediate payment to F2N.

5.2 ADJUSTMENTS AND CANCELLATIONS

- 5.2.1 You can adjust and cancel your subscription at any time.
- 5.2.2 All adjustments or cancellations can be made via your Member Account.
- 5.2.3 All adjustments or cancellations (pauses, cancellations, order restarts, address changes and box type changes) are free of charge.
- 5.2.4 Any changes to weekly or fortnightly subscription fees as a result of subscription adjustments will be communicated via email confirmation prior to your next payment.
- 5.2.5 The cut-off time for all subscription adjustments and cancellations is the Cut-off Time.
- 5.2.6 If you are cancelling/adjusting your subscription after the Cut-off Time you may incur a Late Fee, which fee is chargeable at our absolute discretion.
- 5.2.7 Cancellations after the Cut-off Time can only be made by calling F2N directly on 0403 532 052 and must be accompanied by confirmation in writing within 2 working days via email to cancellations@food2nourish.com.au.
- 5.2.8 If you cancel your subscription after the Cut-off Time, we have no obligation to cancel a Subscription Service and/or refund you any money.
- 5.2.9 Any changes to your next scheduled delivery must be made before the Cut-off Time. If your changes are made after the Cut-off Time, the changes will take effect on your second scheduled delivery from the date of change. You will be liable for all orders in the upcoming 7-day period that you had committed to at the Cut-off Time.
- 5.2.10 If you place your order after the Order Cut-off Time you will receive your box on the second next available delivery date.
- 5.2.11 There are no hidden or additional delivery or payment fees associated with our Products or Subscription Services.

6. PRICE

6.1 SUBSCRIPTION SERVICES AND PRODUCTS

- 6.1.1 The current prices of Subscription Services and Products and our delivery charges will be as quoted on the Website, as updated from time to time.
- 6.1.2 Prices are subject to change, and where prices are varied we will provide notice by email no less than 14 days before the changes take effect. After such time, we will apply the revised pricing to your existing payment details. You do not need to do anything to accept the change of price. You are under no obligation to accept the price revision and may suspend or deactivate the Subscription Services before Products are delivered under the new pricing plan.
- 6.1.3 Product prices and delivery charges include taxes including GST where applicable.



7. PAYMENT

7.1 PAYMENT METHODS AND AUTHORISATION

- 7.1.1 Payment for all Products and Subscription Services must be by credit or debit card or any other payment method listed on the online checkout page of the Website.
- 7.1.2 When registering and ordering, you agree to provide your payment details and you authorise F2N to collect payment for your delivery. Payment for your F2N delivery will be charged Wednesday morning the week before your next scheduled delivery.
- 7.1.3 Orders will be charged to your nominated payment method.
 - (a) It is your responsibility to ensure your accepted payment method details are valid and up to date. We accept Visa, MasterCard and AMEX only.
 - (b) It is your responsibility to ensure that sufficient funds are available at the time of payment processing.

7.2 STORAGE OF COLLECTED INFORMATION

- 7.2.1 F2N does not collect or store payment information. All payment information is collected and stored by the applicable third-party in order to be processed as required. We never permanently store complete debit/credit card details.
- 7.2.2 All online debit/credit card transactions performed via the Website are through secured payment gateways. We currently use the eWay and WooCommerce payment gateways for our online payment transactions.
- 7.2.3 Complete debit/credit card details cannot be viewed by F2N or any outside party.
- 7.2.4 Payments will appear on your bank statement as "Food2Nourish".

7.3 SUSPECTED FRAUD ACCOUNTS

- 7.3.1 We reserve the right to investigate all accounts where we suspect incorrect or fraudulent activity occurred.
- 7.3.2 We reserve the right to terminate your order or accounts following the investigation.

7.4 FAILED PAYMENTS AND DEBT RECOVERY

- 7.4.1 Payment failures may be due to insufficient funds, incorrect or outdated payment information, and transaction disputes. If we are unable to debit your payment method your Product will not be dispatched. If payment is unsuccessful and we do not receive communication from you, we reserve the right to hold delivery of your Product awaiting further instructions or pending payment.
- 7.4.2 In such instances F2N will re-attempt the payment process. We reserve the right to re-attempt payment on the nominated payment method to recover any outstanding amounts.
- 7.4.3 We reserve the right to suspend or terminate future deliveries when payments are outstanding.
- 7.4.4 In the event that payment re-attempts are unsuccessful we reserve the right to recover the debt through alternative means, either directly or through a third-party.
- 7.4.5 If you fail to settle outstanding amounts within 10 days of the Cut Off Time a Late Fee may apply.



- 7.4.6 You agree to indemnify us from and against all costs and disbursements incurred by us in pursuing the debt, including but not limited to legal costs on a solicitor and own client basis and our collection agency costs.

8. REFUNDS POLICY

- 8.1.1 If you have cancelled an Order in accordance with these Terms, we will process any refund due to you within 14 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the Product to us.
- 8.1.2 Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. If you consider that the Product is defective or fails to comply with the Statutory Guarantees provided pursuant to the Australian Consumer Law, we will examine the received evidence of the defective Product and will notify you of the outcome via email within 14 days. If your refund is approved, we will process the refund within 14 days of the day we confirmed to you via email that you were entitled to a refund.
- 8.1.3 If you seek a refund for any other reason, you can request a refund by email to enquiries@food2nourish.com.au and we will consider each request at our reasonable discretion. We will notify you of the outcome of your refund request via email within 14 days. If your refund is approved, we will process the refund within 14 days of the day we confirmed to you via email that you were entitled to a refund.
- 8.1.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.
- 8.1.5 Refunds will not be provided for if you enter an address incorrectly.

9. DELIVERY

9.1 DELIVERY AREAS

F2N reserves the right to include and exclude serviced suburbs in our Delivery Area without notice, at our discretion.

9.2 DELIVERY TIMES

- 9.2.1 Delivery of all Subscription Services/Products will be made during business hours on Tuesday of every week of your scheduled delivery.
- 9.2.2 If you have subscribed to a fortnightly Subscription Service delivery of your Products will be made during business hours on Tuesday of every active week of your scheduled delivery.
- 9.2.3 We cannot commit to a smaller delivery window. We will try to accommodate, but cannot guarantee, special requests.
- 9.2.4 F2N reserves the right to change delivery days or times. This may be required for logistical reasons. All customers affected by such changes will be notified at least seven (7) days prior to the changes taking effect.
- 9.2.5 Delivery times may vary should we encounter unforeseen circumstances.



- 9.2.6 If, due to unforeseen circumstances, we are unable to deliver your Products on the agreed day, we will contact you to agree on how to manage your delivery.
- 9.2.7 If Products are due for delivery on a public holiday, all deliveries will be rescheduled for delivery on the next business day.
- 9.2.8 If re-delivery is required at an alternative time through no fault of F2N or our logistics partners an additional fee of \$10 may be charged.

9.3 DELIVERY INSTRUCTIONS

- 9.3.1 By registering for the Subscription Services, you accept that the Products will be left at your property.
- 9.3.2 We suggest that you nominate a safe place in the delivery notes or the F2N delivery driver will pick location to leave your Products. If there is nobody home at the time of delivery, you acknowledge and authorise the delivery driver to leave the Products at your property.
- 9.3.3 If you have specific delivery instructions for your Products please stipulate these instructions in writing on the checkout page for our drivers to follow.
- 9.3.4 F2N reserves the right to reject any delivery instructions deemed as practically unreasonable.
- 9.3.5 Any delivery instructions which could potentially endanger our delivery drivers will be rejected.
- 9.3.6 Rejection of your delivery instructions will be communicated to you in writing by 1:00pm on the Friday prior to the week of your next scheduled delivery.
- 9.3.7 Ownership of the Products will transfer to you once we have delivered in accordance with your delivery instructions and F2N accepts no liability for theft, weather damage or other loss or damage to your Products.
- 9.3.8 When subscribing to Food 2 Nourish you acknowledge that your address and name may be shared with third party suppliers such as logistical partners, who may be party to delivering your Products to your nominated address.

9.4 RISK AND TITLE

- 9.4.1 The Products will be at your risk from the time of delivery to the Delivery Address or in accordance with your delivery instructions.
- 9.4.2 You agree that legal title and property in the Products is retained by us until payment is received in cleared funds from you of all sums owing to us, whether under these Terms or otherwise.
- 9.4.3 If you fail to pay us by the due date any amount owing to us, we may (without prejudice to any of our other rights) recover and resell any of the Products in which property has not passed to you.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 WEBSITE

- 10.1.1 The following paragraphs exclude or limit our liability for your use of the Website, and the supply of our services. They all apply so far as the law permits.



- 10.1.2 While we have taken reasonable steps to ensure the accuracy, currency, availability and completeness of the information contained on the Website, that information is provided in good faith and on an "as is" and "as available" basis and we do not make any representation or warranty of any kind, whether express or implied, as to the reliability of the information.
- 10.1.3 You acknowledge that the Products displayed on the Website are not an exact sample and are indicative only and that the Products you receive may vary from those displayed according to seasonal availability.
- 10.1.4 To the extent permitted by law, we do not represent or warrant that the Website will be available at all times, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted, or that no damage will occur to your computer system.
- 10.1.5 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system or any other computer system.
- 10.1.6 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.
- 10.1.7 The collection, use and disclosure of your personal information is also subject to our Privacy Policy.
- 10.1.8 We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of, attempted use of, or inability to use the Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Site.

10.2 OUR PRODUCTS AND SERVICES

- 10.2.1 You acknowledge that while each recipe provide by F2N has been extensively tested, F2N cannot guarantee recipe outcome, food safety or appliance safety. F2N does not have an official association with Thermomix in Australia, therefore none of the recipes provided are approved or tested by Thermomix Australia.
- 10.2.2 You warrant and agree that you will:
 - (a) adhere to the quantities of the ingredients in the recipes;
 - (b) avoid overloading your Thermomix;
 - (c) refer to your user manual for your appliance before cooking any recipes;
 - (d) exercise caution and common sense at all times.

In the instance that something occurs to your person, property, or members of your household whilst undertaking F2N recipes, F2N will not accept responsibility for any loss, cost or damages. All recipes are undertaken at your own risk.



10.2.3 To the extent permitted by law:

- (a) our total aggregate liability in connection with these Terms is limited, at our option, to:
 - (i) In the case of the supply of Products:
 - A. replacement or resupply of the Products; or
 - B. the cost of replacing or resupplying the Products;
 - (ii) In the case of the supply of Subscription Services:
 - A. supplying the relevant Services again; or
 - B. the cost of supplying the relevant Subscription Services again, and;
- (b) in any event, will not exceed the fees paid by you to us under the relevant Order.

10.2.4 To the extent permitted by law, under no circumstances will we be liable for any loss of profit, loss of revenue, loss of contract, loss of business opportunity, loss of reputation, loss of data or any indirect or consequential loss arising in connection with these Terms or the Subscription Services.

10.2.5 This clause does not include or limit in any way our or our supplier's liability for any matter for which it would be illegal for us or it to exclude, or attempt to exclude, our or its liability, including under the Competition and Consumer Act 2010 (Cth), the statutory consumer guarantees under the Australian Consumer Law, or similar laws in the States and Territories of Australia.

10.2.6 This clause 10 shall survive the termination of these Terms.

11. TERMINATION

Upon termination of these Terms by either party:

- (a) You are required to return all of our property in your possession (if any);
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of these Terms shall be unaffected, including the right to claim damages in respect of any breach of these Terms, which existed at or before the date of termination or expiry.
- (c) Clauses of these Terms which are expressly, or by implication survive termination shall continue in full force and effect.

12. INTELLECTUAL PROPERTY

Unless otherwise stated, F2N own or licence from third parties all rights, title and interest in the material available on the Website or delivered to you via subscription (**Material**). Your use of the Website and the Material does not grant or transfer any rights, title or interest to you. All Material or any portion thereof may not be reproduced or used in any manner whatsoever without the express written permission of F2N. Any reproduction or redistribution of the Material is prohibited. You are permitted to make one copy of recipes and or related Material for the purpose of viewing the Material for your own personal use.



13. PRIVACY POLICY

Please see our Privacy Policy.

14. GENERAL

- 14.1.1 **Severability:** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 14.1.2 **Waiver:** A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.
- 14.1.3 **Force Majeure:** We will not be liable to you as a direct result of any delay or failure to perform our obligations under these Terms as a result of a Force Majeure Event. If a Force Majeure Event prevents us from performing our obligations under these Terms for more than two weeks, without limiting our other rights or remedies, we will have the right to terminate these Terms immediately by giving written notice to you.
- 14.1.4 **Assignment:** You may not assign, transfer, charge or otherwise dispose of your rights and obligations under these Terms, without our written consent, which consent may be withheld at our discretion. We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms, at any time without your prior consent.
- 14.1.5 **Notices:** Any notice or other communication given to a party under or in connection with these Terms shall be in writing and addressed as per the contact details on the Website for us, or via your Member Account for you, and can be delivered personally, sent by pre-paid post or e-mail.
- 14.1.6 **Governing Law:** These Terms are governed by and are to be construed in accordance with the laws in force in Western Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.

