

WEBSITE TERMS OF USE

1. APPLICATION OF TERMS

- 1.1. These Terms apply to your use of the Website. By accessing and using the Website:
 - a. you agree to these Terms; and
 - b. where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2. If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2. CHANGES

- 2.1. We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 2.2. We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.
- 2.3. These Terms were last updated on 6 December 2016.

3. DEFINITIONS

In these Terms:

Customer or *You* means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

including and similar words do not imply any limit

Intellectual Property means all intellectual property rights of whatsoever nature

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

personal information means information about an identifiable, living person

Products means the prepared meals and other products sold and supplied via the Website from time to time

Real Meal Co, we, us or *our* means The Real Meal Company Limited, which is the owner of the Website, seller of the Products and the owner of the Intellectual Property and includes its related companies, directors, officers, employees or agents

Terms means these terms and conditions titled Website Terms of Use

Underlying System means any network, system, software, data or material that underlies or is connected to the Website

User ID means a unique name and/or password allocated to you to allow you to access certain parts of the Website

Website means www.realmeal.co.nz

4. YOUR OBLIGATIONS

- 4.1. You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.

- 4.2. If you are given a User ID, you must keep your User ID secure and:
 - a. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - b. immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to info@realmeal.co.nz.
- 4.3. You must:
 - a. not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - b. unless with our agreement, access the Website via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 4.4. You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to info@realmeal.co.nz.
- 4.5. You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your User ID.

5. DISCRETION

- 5.1. Real Meal Co:
 - a. has the absolute discretion to refuse the registration application of a potential Customer for any reason whatsoever;
 - b. has the absolute discretion as to whether an order placed on the Website is accepted and fulfilled;
 - c. may, at its absolute discretion, cancel an order for any reason whatsoever; and
 - d. may, at its absolute discretion, suspend or terminate the ability of any Customer to order through the Website for any reason whatsoever.

6. TRADE NOT SUPPLIED

Unless otherwise agreed, you may not purchase any Products through the Website for the purpose of resale.

7. PRICE AND PAYMENT

- 7.1. The prices are listed on the Website and are inclusive of GST. There is no additional charge for delivery. All amounts are in New Zealand dollars.
- 7.2. Real Meal Co reserves the right to change the prices from time to time during the term of this agreement.
- 7.3. A part-payment of \$1.00 may be charged to your credit card at time of order. Full payment for each delivery will be collected no more than 7 days prior to delivery. You must pay Real Meal Co by credit card (other than American Express). We do not accept any other form of payment.
- 7.4. If your credit card is declined by its financial institution or fails to process a payment:

- a. Real Meal Co may decline to deliver the relevant order; and / or
- b. Real Meal Co will contact you to make alternative payment arrangements.

7.5. If you are invoiced or charged an incorrect amount for any order, Real Meal Co shall be paid by, or refund to, you the necessary adjustment amount to reflect the correct amount which should have been invoiced or charged.

7.6. You are liable for all costs associated with debt collection where you default in payment for any order.

8. MEAL AVAILABILITY AND QUALITY

- 8.1. Real Meal Co will make every effort to fulfil orders placed with the Website, however we will not be liable to any person if we are unable, or decline, to fulfil an order for any reason whatsoever.
- 8.2. We reserve the right to limit quantities able to be ordered by, or delivered to, Customers. If a Customer's order is reduced in accordance with this clause, the price payable by you for that order will be adjusted accordingly.
- 8.3. Real Meal Co may delay dispatch of orders due to stock availability.
- 8.4. In establishing that an order was damaged or spoiled on delivery to you, we may require photographic evidence and/or a sample of the damaged or spoiled order.
- 8.5. If Real Meal Co agrees that an order was delivered to you in a damaged or spoiled condition, Real Meal Co shall, at your request, credit the value of the relevant meal to you. We will, at our choice, credit you by either crediting your credit card or alternatively crediting your account balance in your online account.

9. DELIVERY

- 9.1. Deliveries will, subject to these terms and conditions, be made to the delivery address on the delivery date.
- 9.2. Real Meal Co shall be entitled to commission third parties to make delivery.
- 9.3. If Real Meal Co brings the Products inside the Premises, beyond the delivery address, at your request, or other person accepting delivery of the meals on your behalf, whether on any particular occasion or pursuant to a standing instruction or request, Real Meal Co will not be liable for any direct or indirect damage or loss (including in negligence) suffered by you or any third party in doing so.
- 9.4. Real Meal Co shall be entitled to assume that any person accepting delivery of the Products is either the Customer or someone that is authorised to do so on behalf of the Customer.

10. ACCESSIBILITY, SAFETY AND DEEMED DELIVERY

- 10.1. You must ensure that your delivery address is easily accessible to Real Meal Co's delivery person, and that it is safe for our delivery person to enter your premises in order to complete the delivery. If in our delivery person's opinion the delivery address is not easily accessible, or it is unsafe to deliver the Products, you will be contacted to make alternative arrangements. We reserve the right to charge you an additional fee in respect of any deliveries repeated in accordance with this clause. If alternative arrangements acceptable to Real Meal Co are not reached, we will be relieved of our obligation to deliver the meals but you will be liable for payment for it in full as if you had received the meals.

11. CHANGE OF ADDRESS

- 11.1. You must notify Real Meal Co immediately of a change to your delivery address.

12. OWNERSHIP AND RISK

Ownership, responsibility and risk in the Products shall pass to the Customer on delivery to the delivery address.

13. WARRANTIES

All representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/ or fitness for a particular purpose, tolerance to any conditions or similarity to sample are excluded to the fullest extent permitted by law. You acknowledge that you do not rely on any representation or statement made by or on behalf of any member of Real Meal Co other than the express provisions of these terms and conditions. You must ensure that the Products are not used for any purpose for which they are not suitable and you are responsible for using all necessary skill and care in handling and using the Products. You expressly acknowledge and agree that Real Meal Co does not assume any obligation or liability for any advice given, and that all such Products are accepted by you entirely at your risk.

14. INTELLECTUAL PROPERTY

We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), and the Underlying Systems.

15. DISCLAIMERS

- 15.1. To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
 - a. the Website being unavailable (in whole or in part) or performing slowly;
 - b. any error in, or omission from, any information made available through the Website;
 - c. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
 - d. any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 15.2. We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

16. LIABILITY AND INDEMNITY

- 16.1. To the maximum extent permitted by law:
- a. you access and use the Website at your own risk; and
 - b. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
 - c. Notwithstanding any other term, you agree to indemnify Real Meal Co against all liabilities, losses, claims and expenses suffered or incurred, and all claims and demands made against Real Meal Co, arising directly or indirectly out of your use of the Website, any breach of these terms and conditions, or the delivery or failure to deliver any orders.

17. PRIVACY POLICY

- 17.1. When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993.
- 17.2. The personal information you provide to us (including any information provided if you register for an account) is collected and may be used for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.
- 17.3. We may also collect technical information whenever you log on to, or visit the public version of, our Website. This may include information about the way users arrive at, browse through and interact with our Website. We may collect this type of technical information through the use of cookies and other means. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to disable cookies, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Website. We use the technical information we collect to have a better understanding of the way people use our Website, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Website more personalised and applicable to your interests.
- 17.4. Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:
- a. to service providers and other persons working with us to make the Website available or improve or develop its functionality (e.g. we may use a third party supplier to host the Website);
 - b. in relation to the proposed purchase or acquisition of our business or assets; or
 - c. where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency.

- 17.5. Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside New Zealand. This may involve the transfer of your personal information to countries which have less legal protection for personal information than New Zealand.
- 17.6. You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at info@realmeal.co.nz.

18. SUSPENSION AND TERMINATION

- 18.1. Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).
- 18.2. On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

19. SUBJECT TO CONSUMER GUARANTEES ACT 1993

- 19.1. These terms are read to conform to and be subject to the Consumer Guarantees Act 1993. Where the terms are at variance with the Act, the Act will prevail. The Sale of Goods Act 1908 shall apply except where the terms state otherwise.

20. GENERAL

- 20.1. If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 20.2. These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Website.
- 20.3. For us to waive a right under these Terms, the waiver must be in writing.
- 20.4. Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.5, 13, 14, 15, 16 and 20.1 continue in force.
- 20.5. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agree.