

Background

These terms and conditions represent the agreement between Sumo Salad Pty Ltd (“Sumo Salad”) and any person who accesses or uses the MySumo app (“MySumo”) (User Agreement).

By downloading and registering to use MySumo to a mobile device (“Device”) the user (referred to in this User Agreement as You or Your) agrees to be bound by this User Agreement.

Sumo Salad Pty Ltd may amend or modify MySumo (including changing, deleting, discontinuing or imposing conditions on any of its functionality or features), this User Agreement or any Sumo Salad Pty Ltd policy at any time. This User Agreement also governs any updates to, or supplements or replacements for MySumo unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. By using MySumo you agree to be bound by these terms and conditions as well as any and all general terms and conditions posted on this site. If you do not accept these terms and conditions, you must refrain from using MySumo.

Sumo Salad respects your privacy. We collect personal information in order to provide you with access to MySumo, to continuously update and improve MySumo and to customise your user experience. We collect and use personal information as detailed in this User Agreement and in accordance with the terms of the Sumo Salad Privacy Policy which you can access at [<http://sumosalad.com/privacy-policy/>]. We have implemented technical and organisational measures designed to secure Your personal information from accidental loss and from unauthorised access, use, alteration, or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use Your personal information for improper purposes. You acknowledge that You provide Your personal information at Your own risk.

Registration

In order to use MySumo, You must register and provide certain information (“Customer Information”) to Sumo Salad Pty Ltd via MySumo. By registering and providing the Customer Information, You warrant that:

- You are at least 18 years of age;
- You are eligible to register and use Sumo Salad and have the right, power and ability to enter into and perform under this User Agreement;
- You will be solely responsible for the activity that occurs on Your Sumo Salad Account;
- You understand that it is your responsibility to ensure that your Device is compatible with MySumo and is correctly configured;
- You are the person responsible for the Device registered to your User Account or have the express permission of the Device owner;
- The Customer Information that You provide to Sumo Salad is Customer Information which you are lawfully entitled to provide and is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights or other rights of any third party;
- You will only provide current, accurate and up-to-date Customer Information and will continually update all Customer Information as required (including proof of identity which we may reasonably request);

- You will keep Your registration username and password secure.

License

Subject to this User Agreement, Sumo Salad grants to You a non-transferable, nonexclusive, royalty-free, fully paid, worldwide license to install one copy of MySumo, in executable object code format only, on Your Device.

Conditions of use

You will not impersonate any other person or use another person's registration details nor use another user's MySumo without their permission, nor will you harass or interfere with another user's use and enjoyment of MySumo.

You will not use MySumo, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of MySumo (including the transmission of viruses, worms or any software intended to damage or alter computer systems or data);

Your use of MySumo will be in compliance with this User Agreement.

Sumo Salad is not responsible for any activity (including purchases made through Sumo Salad) that may occur as a result of the disclosure by You of Your registration details and/or password to third parties, or through unauthorised access to or use of Your personal information.

You are solely responsible for all activity that occurs via Your registration details and/or the use of MySumo on Your Device.

You grant us permission to use Your Customer Information to provide You MySumo, related services and for related purposes. You acknowledge that in order for Sumo Salad to provide the services of MySumo and related services, Sumo Salad may share your Customer Information with other parties.

You agree that SumoSalad accepts no liability where where you have provided incorrect or incomplete information while using MySumo (including incorrect orders).

Payment Information

MySumo allows you to pre-order and pay for items at Sumo Salad. In order to use this functionality of MySumo, you must provide a valid payment method ("Payment Information") during registration. You warrant that you either:

- are the authorised account holder of any valid credit card or debit card that you use to register on MySumo, or have the express permission of the authorised account holder; or
- hold a valid PayPal account that you use to register on MySumo, or have the express permission of the holder of that PayPal account.

We accept payment via PayPal, Visa, MasterCard and AMEX credit cards. Please note the transaction will appear on your statement as [*PIN* Sumo Salad].

Your security while shopping with MySumo is extremely important to us, and we have taken all reasonable measures to ensure your personal details and credit card information are kept safe at all times. Your Payment Information is shared with our payment processing provider

Pin Payments. You can find out more about their data protection and security processes here: <https://pin.net.au/security>

User Information

Some functionality of MySumo may require the transmission of information provided by the User including user names and passwords, addresses, e-mail addresses, Payment Information or other financial information or information related to a GPS location (“User Information”). Some information is automatically collected through your use of MySumo, through cookies. Cookies are small text files that websites or apps may place on your Device. Most often, cookies are used to recognise repeat users and remember user preferences. We may collect this information both anonymously and in relation to user accounts. Cookies are also used to track usage behaviour and aggregate data to allow Sumo Salad to customise Your experience using MySumo. Sumo Salad only collects sensitive information (e.g. health information) where it is reasonably necessary for our functions or activities and either you have consented, or we are required or authorised by law to do so. When You use MySumo, You consent to the transmission of User Information to Sumo Salad, its agents and/or service providers and authorise Sumo Salad, its agents and/or service providers to record, process, store and use such User Information and for purposes described in this User Agreement and the Sumo Salad Privacy Policy.

Liability

To the full extent permitted by law and subject to any implied condition, warranty or right, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010 (Cth)) which cannot be excluded by law: 1. we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms; 2. we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages; and 3. all implied conditions, warranties, rights and terms are excluded. Where any condition, warranty or right is implied by law, or statutory consumer guarantee cannot be excluded, we limit our liability for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee, either as provided under section 64A of the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 or, otherwise to the extent permitted by law. In particular, to the extent possible, we limit our liability in respect of any claim to, at our option: (a) in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of having the goods repaired, and (b) in the case of services: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.

Subject to the above Terms and to the extent permitted by law, you acknowledge that we will not be, liable to you in contract, in tort (including negligence), under any statute (to the extent permitted by law) or otherwise for, or in respect of, any direct or indirect loss, costs or damages that you incur or are liable for in connection with your use of MySumo, including but not limited to loss or damage caused by any computer virus including a virus passed from MySumo to your Device or any third party device, or loss of online connection to MySumo, the Service or the Content, or interruption to access to MySumo.

Allergy Disclaimer

Please be aware that there is always a risk of allergens that may be transferred during food preparation processing. We do not guarantee that our menu items or your choice of items are free from any traces of any allergens. We are at no time responsible for any illness,

injury, medical or other health condition that may arise or You may suffer as a direct or indirect result of any issue with any allergen reaction.

Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales. The User irrevocably consents to the exclusive jurisdiction of the courts of New South Wales for purposes of any legal action arising out of or related to the use of the MySumo or these Terms.