



CASA DE PERI PUBLIC WEBSITE

TERMS & CONDITIONS

VERSION 1.0





Terms & Conditions

What do these terms and conditions regulate?

1.1 This site [www.casadeperi.com] ("Website") is made available by Casa de Peri [Casa de Peri Pty. Ltd. / PT. Casa de Peri Indonesia/ Casa de Peri Pte. Ltd.] ("Casa de Peri", "we", "our" or "us"). Any reference to "Casa de Peri", "we", "our" or "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.

1.2 These terms and conditions (the "Terms") apply to any person who uses, accesses, refers to, views and/or downloads the information made available by us on the Website for whatever purpose ("Content") (hereinafter referred to as "users", "you" or "your"). The display of Content and your ability to view, access, use, and/or download the Content on the Website shall be referred to as the "Services".

1.3 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you to use the Website and the Services. You must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure.

Your agreement to these Terms

2.1 By continuing to access our Website or use our Services in any way, you agree that you enter into a legally binding contract with us upon these Terms and our privacy policy which is accessible at [<http://www.casadeperi.com/privacy>] ("Privacy Policy").

2.2 These Terms, the Privacy Policy, and any additional document we incorporate by reference in these Terms, including, where applicable, (i) the terms and conditions relating to any goods and products ordered online, which are available on the Website ("Online Terms and Conditions"), and (ii) the terms and conditions relating to our loyalty programme which are also available on the Website, constitute the complete and exclusive understanding and agreement between you and us.

2.3 If you do not agree with any term or condition in these Terms, the Privacy Policy, or any policies or additional documents we incorporate by reference or any subsequent





changes thereto or become dissatisfied with us, the Website or our Privacy Policy, you must not continue to use the Website or our Services.

2.4 These Terms may be updated or amended by us at any time in our sole discretion. Each time you use the Website and/or our Services, it is your responsibility to review these Terms and the Privacy Policy in case of any such updates or amendments. If you do not agree to casadeperi updates or amendments, you must not continue to use the Website or our Services.

2.5 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team by sending us an email to [info@casadeperi.com].

Accessing and the use of the Services

3.1 The Website and the Services available through the Website may contain links to other third party websites, including (without limitation) social media platforms ("Third Party Websites"). If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies.

3.2 We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and we may, at our sole discretion, remove any infringing Content if we are of the view that such Content infringes on another's intellectual property rights or our own.

3.3 Hyperlinks provided on this Website to non-Casa de Peri sites, are provided "as is" and Casa de Peri does not necessarily agree with, edit or sponsor the content on such websites. No person, business or website may frame this Website or any of the pages on this Website in any way whatsoever.

Accuracy of Information

6.1 Whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy of all of the Content available on the Website, the Content is intended and produced for general information purposes only, and to the extent allowed by law, should not be relied upon by you as specific advice of any kind.





6.2 You understand and agree that the information, details and descriptions set out on this Website, including the details regarding the prices, menus, products, services, and available careers, may change from time to time. This Website may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our Services. You are advised to contact us at [<http://www.casadeperi.com/contact>] before using or relying on the information on the Website.

6.3 You acknowledge that any nutritional advice on the Website is not intended to, and does not, constitute professional advice or a replacement or substitute for professional advice of any nature whatsoever.

Your behaviour when using the Website and the Services

7.1 You may not use the Website to obtain or distribute:

7.1.1 Copyrighted material or material protected by law without our prior written consent; or

7.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.

7.2 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website or our Services.

7.3 You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

7.4 You shall not intercept any information transmitted to or from us or the Website which is not intended by us to be received by you.

7.5 Subject to the further provisions of these Terms, the Website and the Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Website or the Content.

7.6 Subject to the further provisions of these Terms, you are not allowed to: (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform





any other act which may not be considered fair use. On notice by Casa de Peri, you agree to stop any activity which Casa de Peri does not consider, in its sole and absolute discretion, to constitute fair use.

7.7 You are permitted to create a hyperlink to the Website so long as the link does not portray us, our employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive manner or in any way associate us with any derogatory or otherwise offensive content. You also agree to ensure that any hyperlink to the Website is clearly visible.

7.8 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.

7.9 In addition, you shall not and shall not allow a third party to:

7.9.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content ("the Software") or any files contained in or generated by the Software by any means whatsoever;

7.9.2 Remove any product identification, copyright or other notices, from the Software or documentation;

7.9.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or

7.9.4 Disseminate performance information or analysis of the Software from any source relating to the Software.

Intellectual Property Rights

8.1 We reserve all rights (including all intellectual property rights) not expressly granted herein to the Website and the Content we make available on or via the Website.

8.2 You agree to not engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein, including any use, copying, or distribution of Content of third parties obtained through the Website for any commercial purposes. If you download





or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

8.3 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or the Content therein. All moral rights of Casa de Peri and its employees/agents are reserved.

8.4 Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Content, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Content, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited.

8.5 You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Services.

Collection of Personal Information

9.1 We collect personal information from you. We will handle the collection, processing and storage of your personal information in accordance with our privacy policy further described in our Privacy Policy accessible at [<http://www.casadeperi.com/privacy>].

9.2 By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our Privacy Policy.

Indemnity

10.1 As far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

10.1.1 Your use of and access to the Website and/or the Services;





10.1.2 Your violation of any term of these Terms;

10.1.3 Your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or

10.1.4 Any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive termination, modification or expiration of these Terms and your use of the Services and the Website.

Limitation of Liability

11.1 Subject to clause 11.2 below, neither us nor any of our agents, officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, service providers, suppliers, employees or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from your use of or inability to use the Website or the Services or Content provided from and through the Website. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the Content and technology available from the Website are free from errors or omissions or that the Services will be 100% uninterrupted and error free.

11.2 No provision of these Terms (or any contract governed by these Terms):

11.2.1 Does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; and

11.2.2 Requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.

Exclusion of Warranties and Representations

12.1 While the goods and Services sold via the Website may be subject to the additional payment terms and conditions accessible via the Website, to the extent allowed by law, the Website and the Content are supplied on an "as is" basis and have not been compiled or supplied to meet your individual requirements. It is your responsibility to satisfy yourself prior to entering into this agreement with us that the Services available from and through





the Website will meet your individual requirements and be compatible with your hardware and/or software.

12.2 As far as the law allows, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content.

Assignment

13.1 These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any assignment or transfer by you shall be null and void.

Successors and Assigns

14.1 These Terms shall inure to the benefit of and be binding upon each party's successors and assigns.

Violation of Terms

15.1 Please report any violations of the Terms (including the Privacy Policy or any documents incorporated by reference) that you become aware of by contacting us at [<http://www.casadeperi.com/contact>]. Any failure to act by us with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by you or others.

Electronic Communications

16.1 By using the Website and/or the Services, you agree that all agreements, notices, disclosures and other communications sent by you or Casa de Peri satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing". For the purposes of this clause, a "data message" means data generated sent, received or stored by electronic means.

16.2 You agree specifically that:





16.2.1 The agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website and/or Services;

16.2.2 An electronic signature is not required by you or us for purposes of agreeing to these Terms;

16.2.3 Your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;

16.2.4 Any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within [Australia];

16.2.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and

16.2.6 Subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who has authority to act on our behalf in respect of that data message.

Interpretation and Miscellaneous Provisions

17.1 These Terms and the relationship between us shall be governed and construed in accordance with [Australian] law. Any disputes arising in connection with these Terms and our Services shall be subject to the exclusive jurisdiction of the [Australian] courts. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.

17.2 The termination of any contract created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.





How to contact us

18.1 If you have questions about these Terms, our Privacy Policy or any documents incorporated by reference in these Terms, please contact us at [\[http://www.casadeperi.com/contact\]](http://www.casadeperi.com/contact).

