

WEBSITE TERMS AND CONDITIONS OF USE

Last Modified: 4th February 2025

1. About the Website

- (a) Welcome to the Fishbowl website (**Website**) available at <https://www.fishbowlbondi.com.au/>, and <https://www.fishbowl.com.au/> The Website is facilitating fishbowl online ordering, restaurant and menu information (**Services**).
- (b) The Website is operated by Fishbowl Services Pty Ltd (ABN 89622234486). Access to and use of the Website, or any of its associated Products or Services, is provided by Fishbowl Services Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) Fishbowl Services Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Fishbowl Services Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Fishbowl Services Pty Ltd in the user interface.

3. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Fishbowl Services Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Fishbowl Services Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Fishbowl Services Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use.

Fishbowl Services Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Fishbowl Services Pty Ltd.

- (c) Fishbowl Services Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

- (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Fishbowl Services Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

4. Privacy

Fishbowl Services Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Fishbowl Services Pty Ltd's Privacy Policy, which is available on the Website.

5. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Fishbowl Services Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Fishbowl Services Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Fishbowl Services Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the

- products of Fishbowl Services Pty Ltd; and
- (iv) the Services or operation in respect to links which are provided for your convenience.

6. Limitation of liability

- (a) Fishbowl Services Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Fishbowl Services Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

7. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Fishbowl Services Pty Ltd. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Fishbowl Services Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

8. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Fishbowl Services Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) providing Fishbowl Services Pty Ltd with 5 days' notice of your intention to terminate; and
 - (ii) closing your accounts for all of the services which you use, where Fishbowl Services Pty Ltd has made this option available to you.

Your notice should be sent, in writing, to Fishbowl Services Pty Ltd via the 'Contact Us' link on our homepage.

- (c) Fishbowl Services Pty Ltd may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Fishbowl Services Pty Ltd is required to do so by law;
 - (iii) the provision of the Services to you by Fishbowl Services Pty Ltd is, in the opinion of Fishbowl Services Pty Ltd, no longer commercially viable.

- (d) Subject to local applicable laws, Fishbowl Services Pty Ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Fishbowl Services Pty Ltd's name or reputation or violates the rights of those of another party.

9. Indemnity

You agree to indemnify Fishbowl Services Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

10. Venue and Jurisdiction

The Services offered by Fishbowl Services Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

11. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

12. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.