



Terms and Conditions ("Terms")

Last updated: February 20, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://danielacasacucina.com.au> website (the "Service") operated by Daniela Casa Cucina Pty Ltd ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. You may not authorise third parties to use your Account. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Supplemental terms may apply to certain Services, such as policies for particular events, activities or promotions, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services.

The collection and use of personal information in connection with the Services is as provided in Daniela Casa Cucina Pty Ltd Privacy Policy located at <http://www.danielacasacucina.com.au/>. Daniela Casa Cucina Pty Ltd may provide to a third party including a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include and is not limited to an accident, or event involving you and a Third Party. Such information or data provided will be deemed necessary to resolve the complaint, dispute or conflict.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Daniela Casa Cucina Pty Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both Australia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Daniela Casa Cucina Pty Ltd. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Daniela Casa Cucina Pty Ltd.

Daniela Casa Cucina Pty Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Daniela Casa Cucina Pty Ltd shall not be responsible or liable, directly or indirectly, for any damage or



loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Indemnification

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration, and applies to claims arising both before and after the registration ends.

Limitation of Liability

You agree that we shall not be liable for any damages suffered as a result of using the Service.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Service and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.



Daniela Casa Cucina Pty Ltd its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Victoria, Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Breaches of these terms and conditions

Without prejudice to Daniela Casa Cucina Pty Ltd other rights under these terms and conditions, if you breach these terms and conditions in any way, Daniela Casa Cucina Pty Ltd may take such action as Daniela Casa Cucina Pty Ltd deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Restrictions



You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted in writing by Daniela Casa Cucina Pty Ltd; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance thereof.

Contact Us

If you have any questions about these Terms, please contact us.