

BEFORE BUYING A PRODUCT OR AGREEING TO A SERVICE PROVIDED BY MINIFARMS AUSTRALIA PTY LTD YOU MUST READ THESE TERMS AND CONDITIONS AND WILL BE BOUND BY THEM IF YOU PROCEED

1. General

- a. Minifarms Australia Pty Limited ACN 636 960 444 (Minifarms, we or us) runs food co-operatives (Pods) in which it sources fresh produce and other food products from suppliers and distributes them to its customers (Products and Services).
- b. These are the terms and conditions on which Minifarms Australia Pty Limited ACN 636 960 444 (Minifarms, we or us) will supply to you the Products and Services listed on our website minifarmsonline.com.au (Website) and online application (Minifarms App).
- c. You should understand that by ordering any of our Products and Services, or by using the Website or Minifarms App, you agree to be bound by these terms and conditions.
- d. By placing an order through our website or the Minifarms App, you warrant that:
 - i. you are legally capable of entering into binding contracts; and
 - ii. you are at least 18 years old.

2. Registration and use of the Products and Services

- a. In order to access the Products and Services, you must first register for an account (the '**Account**') through the Minifarms App available through your mobile or tablet device.
- b. As part of the registration process, or as part of your continued use of the Products and Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to:
 - i. Your name;
 - ii. Email address;
 - iii. Preferred username;
 - iv. Telephone number; and
 - v. Password.
- c. You warrant that any information you give to Minifarms in the course of completing the registration process will always be accurate, correct and up to date.
- d. Once you have completed the registration process, you will be a registered user ('**User**') and agree to be bound by these terms and conditions.
- e. You may not use the Products and Services and may not accept the terms and conditions if:
 - i. you are not of legal age to form a binding contract with Minifarms; or

- ii. you are a person barred from receiving the Products and Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Products and Services.

3. Your obligations as a User

- a. As a User, you agree to comply with the following:
 - i. you will use the Products and Services only for purposes that are permitted by:
 - 1. these terms and conditions; and
 - 2. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - ii. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Products and Services;
 - iii. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Minifarms of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - iv. access and use of the Minifarms App are limited, non-transferable and allows for the sole use of the Minifarms App by you for the purposes of Minifarms providing the Products and Services;
 - v. you will not use the Products and Services or the Minifarms App in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Minifarms;
 - vi. you will not use the Products and Services or the Minifarms App for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Minifarms App;
 - vii. you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Minifarms App without notice and may result in termination of the Products and Services. Appropriate legal action will be taken by Minifarms for any illegal or unauthorised use of the Minifarms App; and
 - viii. you acknowledge and agree that any automated use of the Minifarms App or its Products and Services is prohibited.

4. Placing Orders

- a. You can place an order for Products and Services using the Minifarms App. These orders must be placed by the designated order closing time of your allocated Pod, as set by Minifarms. This designated order closing time may be changed by Minifarms at any time.

- b. Depending on your selection, and the availability of Products and Services, by placing an order you agree to purchase a flexible subscription to Minifarms' Products and Services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Products and Services have been ordered (Order Confirmation). The contract between us (Contract) will only be formed when we send you the Order Confirmation.
- c. By placing an order for Products and Services using our Minifarms App, you agree to pay recurring periodic subscriptions as an amount set out by Minifarms until cancelled by you or us, as laid out in these terms. You can cancel or suspend your subscription at any time before the cut off time of 9 pm on the day before, 1 week prior to your Pod's Orders being opened.
- d. You will not be charged should you suspend your order prior to the cut-off time.
- e. You will not be charged should you cancel your subscription prior to the cut-off time. You can re-subscribe at any time following your cancellation, but you will have to go through the same process as initial subscription and we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.
- f. Access to the Minifarms App is by invitation only. Once you are accepted by Minifarms, through a Pod Leader or otherwise, Minifarms will provide you with an invitation to download the Minifarms App, and to create an account with a unique password. Minifarms has sole discretion as to whether to accept the creation of this account, and to issue a password.
- g. Minifarms reserves the right, at its sole discretion, not to renew your subscription. The Pod Leader also reserves the right to reject your application for access to the Minifarms App.
- h. You can cancel your subscription at any time by electing to do so within the Minifarms App.

5. Availability and Pick-Up of Products and Services

- a. After the cut off period, and subject to availability of the products, you will be notified by notifications through the Minifarms App when your Products and Services will be available to pick up from the designated pick-up address (Pod Location).
- b. The Products and Services will be marked for collection as you enter the Pod Location. There is a designated Pod Leader for every location, who is responsible for the receipt of the products from the supplier and divides the boxes of produce accordingly based on the packing instructions provided to them by Minifarms.
- c. On any subsequent pick-up from the same Pod Location, you agree to return any packaging or bags that have been supplied to you by Minifarms. Minifarms reserves the right to charge you a replacement fee in relation to any packaging or bags not returned or lost.

- d. If there are any issues in collection of the Products and Services, please lodge a complaint or issue notification via the Minifarms App. Minifarms head office can also be reached by email at enquiries@minifarmsonline.com.au.

6. Risk and Title

- a. The Products and Services will be at your risk from the time you pick up the Products and Services from the Pod Location.
- b. Ownership of the Products and Services will only pass to you when we receive full payment of all sums due in respect of the Products.

7. Price and Payment

- a. The price of the Products and Services will be as quoted on the Minifarms App at the time of close of order.
- b. Product prices include GST.
- c. We may make reasonable changes to Product prices at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- d. Payment for all Products and Services must be by credit card. We accept payment with Visa and MasterCard.

8. Quality and Refunds

- a. If a product or service you purchase does not match the description on the Minifarms App or if there is an issue with freshness or quality of the product, you must lodge a complaint or issue notification via the Minifarms App.
- b. Minifarms will provide a refund, or a credit that can be applied to use in future Products and Services, given the following conditions have been met:
 - i. The complaint or issue notification must be raised within 24 hours of the end of your Pod's collection window
 - ii. Minifarms determines, at their sole discretion, that the product was unsatisfactory and that you should be refunded or credited based on this complaint or issue notification
- c. Prices for products and services are frequently updated. You also agree that products and services change depending on the availability of produce.

9. Privacy

- a. Your purchase of a subscription and your access of this website constitutes acceptance of our Privacy Policy.

10. Transfer of rights and obligations

- a. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

- b. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

11. Copyright and Intellectual Property

- a. The Minifarms App, the Products and Services and all of the related products of Minifarms are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Products and Services and compilation of the Minifarms App (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements and interactive features) or the Products and Services are owned or controlled for these purposes and are reserved by Minifarms or its contributors.
- b. All trademarks, service marks and trade names are owned, registered and/or licensed by Minifarms, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
 - i. use the Application pursuant to these terms and conditions;
 - ii. copy and store the Minifarms App and the material contained in the Minifarms App in your device's cache memory; and
 - iii. print pages from the Minifarms App for your own personal and non-commercial use.
- c. Minifarms does not grant you any other rights whatsoever in relation to the Minifarms App or the Products and Services. All other rights are expressly reserved by Minifarms.
- d. Minifarms retains all rights, title and interest in and to the Minifarms App and all related Products and Services. Nothing you do on or in relation to the Application will transfer any:
 - i. business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
 - ii. a right to use or exploit a business name, trading name, domain name, trademark 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),to you.
- e. You may not, without the prior written permission of Minifarms 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 Products and Services or third party Products and Services for any purpose, unless otherwise provided by these terms and conditions. This prohibition does not extend to materials on the Minifarms App, which are freely available for re-use or are in the public domain.

12. Force Majeure

- a. The obligations of Minifarms to provide the Products and Services shall be suspended during the time and to the extent that Minifarms is prevented from or delayed in complying with that obligation by Force Majeure.
- b. **Force Majeure** means a circumstance beyond the reasonable control of a Minifarms which occurs without the fault or negligence of the party affected, and includes but is not limited to: inevitable accident, storm, flood, fire, earthquake, explosion, peril of navigation, epidemic, pandemic, hostility, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property.
- c. Minifarms shall use reasonable endeavours to remove or mitigate any Force Majeure at the earliest possible time.

13. Variation of these terms and conditions

- a. We have the right to change these terms and conditions at any time in our sole discretion. These changes may include, but are not limited to, changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- b. You will be subject to the policies and terms and conditions in force at the time that you order Products and Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Pick-up Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

14. Governing law

- a. The laws applicable in New South Wales govern these terms and conditions.
- b. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.