

PIE FACE WEBSITE TERMS OF USE

INTERNET SITE TERMS & CONDITIONS OF USE

Thank you for visiting us online at www.pieface.com.au. The terms and conditions of use of this site are documented below. This website user agreement (this “agreement”) applies to all individuals who use, visit or browse on www.pieface.com.au (the “website”) (collectively “users” or “you”). Access to and use of the website by you is conditioned on your acceptance without modification of this agreement. Your use of the website constitutes your acceptance of this agreement and of our internet privacy policy. Access and use of this website is subject to all applicable international, federal, local laws and regulations. By accessing this website, users agree not to use the website for any purpose that is unlawful or prohibited by this agreement.

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SOCIAL MEDIA FEEDS

The Pie Face social media feed located on the homepage and the Testimonials page of this website displays current publicly posted information and feedback about Pie Face products, services and personal experiences with the brand. The social media feeds make use of the Facebook, Instagram, Twitter and YouTube APIs to collect posts from users who have made a comment about "Pie Face" and have their privacy settings set to "everyone". These collected posts are then reposted on the homepage and might be shared on the testimonial page. The social media feeds only collect public posts made freely available by Facebook, Instagram, Twitter and YouTube.

PRIVACY

Pie Face is dedicated to your privacy and is committed to removing any repost by request in a timely manner. Information gathered via Pie Face's social media feeds are collected according to the individual Privacy Policies of each of the social media platforms used. Pie Face only uses freely accessible content from the Facebook, Instagram, Twitter and YouTube APIs. This information includes individual users' names, profile pictures & the content of their post relating to the Pie Face brand. If you do not wish to see your posts available to the wider public in this way, we recommend you visit your individual Facebook, Instagram, Twitter and YouTube account settings & change them to private. Reposted content will not be updated or deleted should a user change any aspect of the original post or their privacy settings in the post's source application.

Posts on our Testimonial page are opt in and you can decide whether you would like your feedback to Pie Face to be made public or not by ticking the “Ok to repost” box at the bottom of the contact us page.

For more information refer to the Privacy Policy, for the use, collection and storage of personal information.

MODERATION

Pie Face enables visitors to its web site to post reviews of and comments on this web site via the contact us page. If you post reviews or comments on this web site, you grant Pie Face and its affiliates a right to use, reproduce, modify, distribute and display such reviews and comments throughout the world in any media.

Pie Face may, at its absolute discretion, modify or delete any part or all of the content of any post prior to or after reposting it to the homepage. Content deemed to be unlawful, misleading, malicious or discriminatory will not be displayed. Pie Face and its associated partners take no responsibility for the accuracy, timeliness or content of any of the content reposted to the homepage.

ORDERING ONLINE (WHERE APPLICABLE)

Provided that you are ordering goods in a country in which Pie Face offers an online ordering service, you can order certain Pie Face goods online subject to the Online Terms and Conditions outlined in this document. By ordering catering from Pie Face Australia Pty Ltd (ABN 65 169 195 368) it is understood that you agree and accept the following Terms & Conditions.

Placing your Catering Order: Orders must be placed a minimum of 48 hours notice for orders placed before 3pm (Mon-Thurs) and 72 hours notice for orders placed before 3pm (Fri-Sun) before the catering is required. For larger orders, additional notice may be necessary. Some stores may require 4-5 days for processing, please check the website or contact the store for more information.

Payment: We accept Visa, Mastercard and Amex. Payment must be made at the time of placing your order. No order will be processed without payment. Pie Face prices are updated from time to time. Items will be charged at the price applicable at the time you submit your order and as shown on the invoice. In the rare case where an item is out of stock or unavailable you will be contacted to make other arrangements.

Refund Policy: Pie Face has a 100% satisfaction guaranteed policy. If you are not happy with a particular item please contact the store you purchased from immediately. Refunds are only applicable if you inform us by 5pm on the day your order is picked up. To make a return, please contact the store you purchased from or you can email us at reception@pieface.com.au or phone +612 9898 5888 by 5pm. If you choose to phone after hours, please leave a message on the voicemail.

Returns are not accepted for change of mind or wrong purchase decisions, we advise to choose carefully. No food items can be exchanged, whether cooked or frozen. No refunds can be accepted for food or beverages that have already been consumed. Where food or beverages are faulty, have been wrongly described, or are different to the product purchased from the website, a refund may be organised. In this case the purchaser should

contact the store within 48 hours of receiving the order. Refunds will be provided in the form of vouchers which can be used to purchase replacement products.

Cancellations: Orders cannot be cancelled once they have been submitted and paid by the purchaser.

Collecting your Order: Pie Face corporate stores do not offer a delivering service for catering orders. However, some Pie Face franchisees might offer a delivery service if it is walking distance from their store. If this is the case, they might charge an additional fee for deliver which is up to their discretion. Please contact your local store and enquire whether they offer a delivery service prior to ordering to confirm availability and fees. You will still need to order through the pieface.com.au website but delivery fees will need to be paid upon receiving the products and not through the website. Pie Face catering orders must be collected from the agreed Pie Face location. The store details will be available on the invoice which will be sent to you after payment have been received and accepted. This will be confirmed via email. Pie Face does not take responsibility for the quality, freshness and taste of any items once it has left the Pie Face premises. We recommend you eat the products as soon as possible.

Pricing: Prices are in Australia dollars and are subject to change without notice. All prices include 10% GST.

Consumption & Labelling of your Order: Please check the food safety stickers on the packaging of your catering order which advise by when the food must be consumed. Generally, Pie Face recommends our cooked food is consumed within four (4) hours of time and date indicated on label. If you are purchasing frozen pies please follow the strict guidelines on the packaging to ensure the pies are safe for consumption when you cook them at home. Pie Face take no responsibility for the quality, taste, presentation and condition of pies that are not cooked on Pie Face premises.

Data security: By disclosing or submitting your personal information to us when ordering catering and creating an account, we will handle the collection, processing and storage of your personal information in accordance with our Third Party Provider's Privacy Policy which is accessible at <http://www.pieface.com.au/Privacy-Policy>. All user details captured by Pie Face are stored securely. While being transmitted over the Internet, all credit card details are protected using SSL (Secure Socket Layer) encryption. Credit card details are handled by a 3rd party Payment Gateway called eWay, a leading PCI Compliant Provider of secure credit card processing solutions. Pie Face will never save your actual credit card details.

INDEMNITY

To the maximum extent permitted by applicable law, Pie Face, its employees, agents and affiliates will not be liable for any direct, indirect, incidental or punitive damages, including loss of profits, good will or intangible losses resulting from:

Your access or inability to access the Social Media service;

The conduct or content of any third party on this service, including defamatory, offensive or illegal conduct;

The content obtained by third party services;

Any alteration of content supplied to the Social Media service;

Any delay in removing or failure to remove content after receiving a request for removal; even if we knew or should have known of the possibility of such loss or damage and whether damages are claimed in contract, tort (including negligence) or statute.

DISCLAIMER

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GOVERNING LAW

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