

**Last Updated May 2018**

## **GOMENU Terms and Conditions and Privacy Policy**

### **IMPORTANT LEGAL NOTICE**

This page sets out the terms and conditions ("**Terms and conditions**") on which we, GPOS LIMITED ("**we**", "**us**" or "**Gomenu**"), provide our services through [www.gomenu.co.nz](http://www.gomenu.co.nz). Please read these terms and conditions carefully before ordering any products, as your use of the [www.gomenu.co.nz](http://www.gomenu.co.nz) and purchase of any products offered on the [www.gomenu.co.nz](http://www.gomenu.co.nz) is subject to these terms and Conditions.

Gomenu will reserve the right to change these terms and conditions from time to time. We advise you to print a copy of these terms and conditions for future reference.

Use of your personal information submitted via the [www.gomenu.co.nz](http://www.gomenu.co.nz) is governed by our Privacy Policy

By accessing any part of the [www.gomenu.co.nz](http://www.gomenu.co.nz), you indicate that you accept these terms and conditions. If you do not accept these terms and conditions, you should leave the [www.gomenu.co.nz](http://www.gomenu.co.nz) immediately, and you will not be able to order any products through the [www.gomenu.co.nz](http://www.gomenu.co.nz).

### **I. TERMS AND CONDITIONS**

#### 1. INTRODUCTION

1.1. Company details: GPOS LIMITED is a company registered in New Zealand at 66 Mount Eden Road, Mount Eden, Auckland 1024.

1.2. Service: We provide the online platform for you to order the products from your select restaurants ("**Restaurants**").

#### 2. WWW.GOMENU.CO.NZ ACCESS

2.1. When you use the [www.gomenu.co.nz](http://www.gomenu.co.nz) to register an account, you will provide us with personal information such as your name, email address, telephone number and password. You must ensure that this information is accurate and current. You are responsible for keeping your email address and password secure and are responsible for all use and activity carried out under this user name.

2.2. You are responsible for making all arrangements necessary for you to have access to the [www.gomenu.co.nz](http://www.gomenu.co.nz). You are also responsible for ensuring that all persons who access the [www.gomenu.co.nz](http://www.gomenu.co.nz) through your Internet connection are aware of these terms and conditions and that they comply with them.

2.3 By ordering products through [www.gomenu.co.nz](http://www.gomenu.co.nz), you warrant that:

2.3.1. You are legally capable of entering into binding contracts; and

2.3.2. You are at least 18 years old.

2.3.3. Alcohol and cigarettes: Furthermore, you acknowledge and agree that:

2.3.4. it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18;

2.4. While we try to ensure the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) is normally available 24 hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) is unavailable at any time or for any period.

2.5. Access to the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) may be suspended temporarily at any time and without notice.

2.6. The transmission of information via the internet is not completely secure. Although we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the [Www.gomenu.co.nz](http://Www.gomenu.co.nz); any transmission is at your own risk.

### 3. WWW.GOMENU.CO.NZ PRICE AND PAYMENT

3.1. Prices for individual menu items will be show on the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) in New Zealand dollars. These prices include any applicable taxes but may exclude delivery costs (if you select for delivery instead of collection) and any online payment administration charge imposed by the Restaurant (if you pay for your Order online).

3.2. [Www.gomenu.co.nz](http://Www.gomenu.co.nz) contains a large number of menus and it is possible that some of the menus may include incorrect prices. The products will be sold for the displayed price even if the correct price for an Order is higher than the price stated on the [Www.gomenu.co.nz](http://Www.gomenu.co.nz).

3.3. Payment for Orders must be made by an accepted credit card through the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) or in cash to the Restaurant at the point of delivery to you.

3.4. If you pay by credit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in delays in sums being deducted from your bank account or charged to your credit card.

3.5. Once you have submitted an Order that you are paying for by credit card and your payment has been authorised, you will be charged the full amount of your Order. If your Order is subsequently rejected by the Restaurant or cancelled for any other reason, your bank or card issuer will refund the relevant amount. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

### 4. TO MAKE AN ORDER AND CROSSING

4.1. Once you select the products you wish to order from the menu of your chosen Restaurant and provide other required information, It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will process your Order and errors cannot be corrected.

4.2. If a Restaurant has a minimum order amount, you may not place an order with that Restaurant until the value of your Order exceeds that amount. The minimum order amount must be met after applying any discounts or specials that reduce the total Order amount.

4.3. Once you submit your Order and your payment has been authorised, you will not be entitled to change or cancel your Order online. If you wish to change or cancel your Order, you may contact the restaurant directly.

4.4. Where any payment you make is not authorised, your Order will not be processed by or communicated to the relevant Restaurant.

4.5. On receipt of your Order, we will begin processing it by sending it to the relevant Restaurant and will notify you by email that your Order has been received and is being processed. Any confirmation page that you may see on the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and any Order confirmation e-mail that you may receive each merely indicate that your Order has been received and is being processed by restaurant, and does not necessarily mean that your Order has been accepted by the Restaurant. Please check your order status time to time, the order status will be update by restaurant.

4.6. Estimated times for deliveries or collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times. All food preparation and deliveries are the sole responsibility of the Restaurant accepting the Order. To the extent permitted by law, Gomenu accepts no liability associated with food preparation or delivery by the Restaurant accepting the order.

## 5. CUSTOMER SUPPORT

5.1. Customer support is important to us. our Customer Support team will therefore try to assist you where possible if you have any problems with your Order. You can contact our Customer Support team by emailing. or by calling the telephone number shown under the [Www.gomenu.co.nz](http://Www.gomenu.co.nz). Alternatively, you can access the list of frequently asked questions FAQ

5.2. If your Order is taking longer than expected or you have any other problems with your Order, in the first instance you should contact the Restaurant directly.

5.3. If you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may contact the Restaurant directly.

5.4. If you are dissatisfied with the quality of any Products or the service provided by a Restaurant and wish to look a refund, a proportionate price reduction or any other compensation, you should contact the Restaurant directly to lodge your complaint and, where appropriate, follow the Restaurant's own complaint procedures. If you are unable to contact the Restaurant, or the Restaurant refuses to deal with your complaint, you can contact our Customer Support Team as described above within 48 hours of placing your Order and one of our Customer Support Advisers will attempt to contact the Restaurant in order to request compensation on your behalf. Please note that we have no control over Restaurants and the quality of the individual Products or service that they provide, and we not able to provide, and have no responsibility or liability for providing, any compensation to you on behalf of any Restaurant.

## 6. COPYRIGHT

6.1 You are permitted to use the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and print and download extracts from the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) for your own personal non-commercial.

6.2 You must not misuse the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) (including by hacking).

6.3 Unless otherwise stated, the copyright and other intellectual property rights in the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and in material published on it (including without limitation photographs and graphical images) are owned by us or our client.

6.4 Any rights not expressly granted in these Terms and conditions are reserved.

## 7. DISCLAIMERS

7.1. We may make changes to the material on the [Www.gomenu.co.nz](http://Www.gomenu.co.nz), or to the Service, Products and prices described on it, at any time without notice.

7.2. Specials listed on the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) are subject to change. Restaurants may alter their specials at any time, including removing or changing the terms of any loyalty discount program. Loyalty credits earned through a loyalty discount program from a Restaurant are non-transferrable and are not redeemable for cash.

7.3. We try to accurately copy the item names, descriptions, prices, special offer information, heat and allergenic warnings and other information ("**Menu Information**") from the menus that are provided to us by Restaurants. However, it is the Restaurants that are responsible for providing this Menu Information and ensuring that it is factually accurate and up-to-date, and we do not undertake any such responsibility. If you are in doubt about allergy warnings, contents of a dish or any other Menu Information, you should confirm with the Restaurant directly before ordering. Some of the pictures shown are indicative of the style of cuisine only and may not be an actual photo of the dish from the Restaurant.

7.4. The legal contract for the supply and purchase of Products is between you and the Restaurant that you place your Order with. We have no control over the actions or omissions of any Restaurants. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the [Www.gomenu.co.nz](http://Www.gomenu.co.nz):

7.5. We do not give any undertaking that the Products ordered from any Restaurant through the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

7.6. Estimated times for deliveries and collections are provided by the Restaurants and are only estimates. Neither we nor the Restaurants guarantee that Orders will be delivered or will be available for collection within the estimated times.

7.7. Restaurants have the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. We encourage all our Restaurants to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Restaurant rejects your Order.

7.8. The foregoing disclaimers do not affect your statutory rights against any Restaurant.

## 8. LIABILITY

8.1. Nothing in these [Www.gomenu.co.nz](http://Www.gomenu.co.nz) Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Terms and conditions affects your statutory rights, including right relating to the consumer guarantees applicable to the supply of services under these term.

8.2. Subject to clause 8.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) (including the use, inability to use or the results of use of the Service or the [Www.gomenu.co.nz](http://Www.gomenu.co.nz)) for:

8.2.1. any loss of profits, sales, business, or revenue;

8.2.2. loss or corruption of data, information or software;

8.2.3. loss of business opportunity;

8.2.4. loss of anticipated savings;

8.2.5. loss of goodwill; or

8.2.6. or any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions.

8.3. Subject to clauses 8.1 and 8.2, our total liability to you in respect of all other losses arising under or in connection with the Service or the [Www.gomenu.co.nz](http://Www.gomenu.co.nz), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or \$100, whichever is lower.

8.4. You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the [Www.gomenu.co.nz](http://Www.gomenu.co.nz), including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

## 9. TERMINATION

9.1. We may terminate or suspend (at our absolute discretion) your right to use the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and the Service immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

9.1.1. you have used the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) in breach of paragraph 6.1 (copyright);

9.1.2. you have breached any other material terms of these Terms and conditions.

9.2. Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the [Www.gomenu.co.nz](http://Www.gomenu.co.nz).

## 10. EVENTS OUTSIDE OUR CONTROL

10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and conditions that is caused by events outside our reasonable control ("**Force Majeure Event**").

10.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

10.2.1. strikes, lock-outs or other industrial action;

10.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

10.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

10.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

10.2.5. impossibility of the use of public or private telecommunications networks; and

10.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

10.3. Our performance under these Terms and conditions is deemed to be suspended for the period that any Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring any

Force Majeure Event to a close or to find a solution by which our obligations under these Terms and conditions may be performed despite the Force Majeure Event.

## 11. ADDITIONAL TERMS

11.1. We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms and conditions by this reference and is available here [Privacy policy](#)

11.2. If any of these Terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11.3. These Terms and conditions and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

11.4. Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Terms and conditions will not be interpreted as a waiver of your or our rights or remedies.

11.5. You may not transfer any of your rights or obligations under these Terms and conditions without our prior written consent. We may transfer any of our rights or obligations under these Terms and conditions without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

11.6. The headings in these Terms and conditions are included for convenience only and shall not affect their interpretation.

## 12. GOVERNING LAW AND JURISDICTION

12.1. These Terms and conditions shall be governed by and construed in accordance with the law of New Zealand. Disputes or claims arising in connection with these Terms and conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of New Zealand.

## 13. INFORMATION THAT WE COLLECT FROM YOU

13.1. When you visit the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) or use the Service to make an Order from a Restaurant through the [Www.gomenu.co.nz](http://Www.gomenu.co.nz), you may be asked to provide information about yourself including your name, address, contact details (such as telephone and mobile numbers and e-mail address) and payment information (such as credit or debit card information). We may also collect information about your usage of the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and Service and information about you post to the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and the e-mails or letters you send to us. Your telephone calls to us may also be recorded for training and quality purposes.

## 14. USE OF YOUR INFORMATION

14.1. Your information will enable us to provide you with access to the relevant parts of the [Www.gomenu.co.nz](http://Www.gomenu.co.nz) and to supply the Service. It will also enable us to bill you and enable us and/or a Restaurant with whom you have placed an Order to contact you where necessary concerning the Service. For example, we and/or the Restaurant may use your information to provide you with status updates or other information regarding your Order by e-mail, telephone, mobile or mobile messaging (e.g. SMS, MMS etc.). We will also use and analyse the information we collect so that we can administer, support, improve and develop our business, for any other

purpose whether statistical or analytical and to help us prevent fraud. Where appropriate, now and in the future you may have the ability to express your preferences around the use of your data as set out in this Privacy Policy and this may be exercised through your chosen method of using the Service, for example mobile, mobile applications or any representation of the [www.gomenu.co.nz](http://www.gomenu.co.nz).

14.2. We may use your information to contact you for your views on the Service and to notify you occasionally about important changes or developments to the [www.gomenu.co.nz](http://www.gomenu.co.nz) or the Service.

14.3. Where you have indicated accordingly by giving your consent, you agree that we may use your information to let you know about our other products and services that may be of interest to you including services that may be the subject of direct marketing and we may contact you to do so by post, telephone, mobile messaging (e.g. SMS, MMS etc.) as well as by e-mail in accordance with the Spam Act and the Privacy Act.

14.4. Where you have indicated accordingly by giving your consent, you agree that we may also share information with third parties (including those in the food, drink, leisure, marketing and advertising sectors) to use your information in order to let you know about goods and services which may be of interest to you (by post, telephone, mobile messaging (e.g. SMS, MMS etc.) and/or e-mail) in accordance with the Spam Act and the Privacy Act. We may also disclose your information to help us analyse the information which we collect so that we can administer, support, improve and develop our business and services to you

14.5. You agree that we may disclose personal information which we collect from you to other companies that also hold information about you. We may also collect personal information from those other companies. We and/or those companies may combine the information in order to better understand your preferences and interests, thereby enabling them and us to serve you better.

14.6 If you do not want us to use your data in this way or change your mind about being contacted in the future, please let us know by using the contact details, by amending your profile accordingly or by using the opt-out facilities provided

## 15. DISCLOSURE OF YOUR INFORMATION

15.1. The information you provide to us will be transferred to and stored on our servers which may be in or outside New Zealand, and may be accessed by or given to our staff working outside New Zealand and third parties including companies within the Gomenu group of companies (which means our subsidiaries and affiliates, our ultimate holding company and its subsidiaries and affiliates) who act for us for the purposes set out in this policy or for other purposes notified to you from time to time in this policy.

15.2. The third parties with whom we share your information may undertake various activities such as processing credit card payments and providing support services for us. In addition, we may need to provide your information to any Restaurants that you have placed an Order with so as to allow the Restaurant to process and deliver your Order. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

15.3. If our business enters into a joint venture with, purchases or is sold to or merged with another business entity, your information may be disclosed or transferred to the target company, our new business partners or owners or their advisors.

15.4. We may use the information that you provide to us if we are under a duty to disclose or share your information in order to comply with (and/or where we believe we are under a duty to comply with) any legal obligation; or in order to enforce the Terms and conditions and any other agreement; or to protect our rights or the rights of Restaurants or other third parties. This

includes exchanging information with other companies and other organisations for the purposes of fraud protection and prevention.

## 16. SECURITY AND DATA RETENTION

16.1. We take steps to protect your information from unauthorised access, modification or disclosure and against misuse, interference, loss, destruction and damage. Once your information is no longer required for any purpose for which it may be used or disclosed by us, and we are not required by law to retain the information, we will destroy the information or ensure that it is de-identified.

16.2. Where you have registered an account with Gomenu and chosen a password which allows you to access certain parts of the [Www.gomenu.co.nz](http://Www.gomenu.co.nz), you are responsible for keeping this password confidential. We advise you not to share your password with anyone. Unless we negligently disclose your password to a third party, we will not be liable for any unauthorised transactions entered into using your name and password.

16.3. All user details captured by Gomenu are stored securely at all times and will never be provided to any unauthorised third parties. All credit card details are protected using SSL (**Secure Socket Layer**) encryption. Gomenu has been verified for security and compliance to PCI standards by DPS Corporation, an independent third party. Credit card details are handled by leading PCI compliant providers of secure credit card processing solutions. Gomenu will never save your actual credit card details. We will simply save a reference to your card, which is called a token. This token is provided to us by the payment provider. Saving the token means that for future credit card transactions we can give you the option to charge the same card you used previously without having to re-enter the card details. If, at any time, you wish the token to be removed please email us at [info@gomenu.co.nz](mailto:info@gomenu.co.nz) and we will have these removed. In that case you would need to re-enter your card details on the next order.

16.4. However, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect your information and make sure it is safe and secure and we use a number of physical, administrative, personnel and technical measures to protect your personal information, we cannot guarantee the security of your data transmitted to the [Www.gomenu.co.nz](http://Www.gomenu.co.nz); any transmission is at your own risk. For the avoidance of doubt, Gomenu will not in any circumstances be liable to you, or third parties, for loss or damage arising from credit card fraud or identity theft.