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“Account” means your account on the Site

“Chef” means those persons who offer a Dining Event to Users on the Site;

“Diner” means those persons who purchase a Dining Event from a Chef on the Site

“Dining Event” means the offer by a Chef to prepare a meal for the Diner in the Diner’s home or other private venue and such Dining Event shall also include the Chef customising the menu to the Diner, sourcing and purchasing ingredients, cooking the meal, serving the meal and cleaning surfaces and appliances used .

“Dining Fee” means the fee paid by the Diner for the Dining Event;

“Hello Chef ”, “we”, “our”, or “us” means Hello Chef (ABN 40 405 605 663).

“Intellectual Property Rights” refers to all intellectual rights including but not limited to: (a) copyright, patents, registered designs, trademarks, and any right to have confidential information kept confidential; and (b), whether or not such privileges are listed or capable of being listed and whether current under any laws.

“Services” means the services performed by Hello Chef in administering the Site which includes the provision of an online introduction service and marketplace between Chefs and Diners and transaction platform for Chefs and Diners to book a Dining Event;

“Service Fee” shall mean 18% of the Dining Fee, which shall be retained by Hello Chef as an administrative and payment processing fee.

“Site” means www.hellochef.com.au;

“User”, “you” or “your” means Diners and Chefs who access the Site, and any other entity who uses the Site

“this Agreement” means these terms and conditions;

BY ACCESSING OUR SITE AND USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

We reserve the right to change any of this Agreement or any policies or guidelines governing the Site or Service, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING HELLO CHEF'S POSTING OF ANY CHANGES WILL CONSTITUTE THE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, YOU SHOULD NOT CONTINUE TO USE THE SERVICES OR THIS SITE. YOU INDICATE THAT YOU ARE EIGHTEEN (18) YEARS OR OLDER.

1. USE OF SERVICES

Hello Chef provides an online introductory, transaction and information platform for Users to view listings and profiles of Chefs and negotiate and complete transactions with Chefs for Dining Events..

Chefs are able to: (i) create a profile as per the information requested on the Site (**Profile**); and (ii) offer their cooking services to provide a Dining Event to Diners, by creating a listing on the Site (**Listing**).

Diners are able to: (i) view Chef's Profiles; and (ii) view Chef's Listings and upon creation of an account purchase a Dining Event.

The User understands and agrees that the Site is an online introductory, transaction and information platform only, and Hello Chef's responsibilities are limited to facilitating payments from a Diner to a Chef, and the availability of the Site and Services.

Hello Chef, aside from facilitating payments, is not a party to any communications or subsequent agreements between a Diner and Chef. Hello Chef is not a referrer or booking agent and provides no such related services. Hello Chef has no control of the conduct of any User of the Site and Services and disclaims all liability in this regard as set out in this Agreement.

Any arrangements which are made between a Diner and a Chef is solely between the Diner and Chef. It is strictly and expressly not part of the User's agreement with Hello Chef.

Hello Chef grants you a limited, revocable, non-exclusive license to access the Site and use the Service for each User's own personal use. Use of the Service beyond the scope of authorized access granted to Users by Hello Chef immediately terminates said permission or license. You understand that all listings, profiles or other materials posted on, transmitted through, or linked from the Service by Chefs (or persons acting on behalf of the Chefs), are the sole responsibility of the Chefs from whom such profiles originated. You understand that Hello Chef does not control, and is not responsible for Chef profiles made available through the Service. Furthermore, the Site and Chef Profiles available through the Service may contain links to other websites, which are completely independent of Hello Chef. Hello Chef makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Diners agree that Diners must evaluate, and bear all risks associated with, the use of any Chef Profiles and that under no circumstances will Hello Chef be liable in any way for any Chef Profiles or for any loss or damage of any kind incurred as a result of the use of any Chef Profiles posted, emailed or otherwise made available via the Service.

2. ONLINE REGISTRATION

Each User may register for one (1) account on the Site (**Account**).

Information is required when registering on our Site either as a Diner or Chef. Both Chefs and Diners are required to provide the requested information.

Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Hello Chef reserves the right to suspend or terminate any User's Account and access to the Site and Services if information is provided proves to be inaccurate, not current or incomplete.

Debit and credit card information is not stored by Hello Chef.

It is the User's responsibility to keep information secure and confidential. Each User is liable for all activity on his or her Account, including any payments that are made using the Account details.

Each User agrees not to disclose his or her password to any third party and will accept sole responsibility for any activities or actions under his or her Account, whether or not such activities or actions have been authorised.

Each User agrees to immediately notify Hello Chef of any unauthorised use of his or her Account.

3. BOOKING OF CHEF SERVICES; FEES; PAYMENT

Diners must book a Chef Service within sixty (60) days of the date of the Diners's event. Once a Diner chooses an event service offered by a Chef on his/her Chef profile, an email request will be sent to the Chef to determine his/her availability for the event. Hello Chef does not collect any payment information from the Diner at this time. The Chef will confirm his/her availability via an email sent through the Service, at which time the Diner will have the opportunity to review the event details and confirm the Dining Fee for the Dining Event. It is the Diner's responsibility to check all details are correct before making payment. Once the Diner confirms his/her/its reservation through the Service, the Diner shall pay the Dining Fee in full by providing debit or credit card information and a billing address through STRIPE. Hello Chef will charge the Diner's card for the full amount of payment at that time. Typically, all payments of the Dining Fee shall be held by Hello Chef until the day of the Dining Event. The Chef appoints Hello Chef as its payment agent for the Dining Event. On the business day following the Dining Event, Hello Chef shall automatically release the Dining Fee to the Chef. It is the responsibility of both the Diner and Chef to inform Hello Chef if there is any dispute concerning the Dining Event prior to the business day after the Dining Event.

For larger events, Hello Chef may release a non-refundable security deposit to the Chef before the day of the event in order to cover the Chef's expenses.

No Dining Event shall take place until the Dining Fee is paid by the Diner.

All Dining Events shall take place in Australia.

Unless otherwise advised, or stated on the Site, all Dining Fees are in Australian dollars.

Goods and Services tax (**GST**) will be charged where applicable.

If a Diner makes a payment by credit card, the Diner warrants that the information provided is true and complete, he or she is authorised to use the credit card to make the payment, the payment will be honoured by the card issuer, and that he or she will maintain sufficient funds in the account to cover the purchase price.

Hello Chef's pricing structure or payment methods may be amended from time to time.

Diners agree that Diners must evaluate, and bear all risks associated with, the use of any Dining Event offered by Chefs and that under no circumstances will Hello Chef be liable in any way for any Dining Event or for any loss or damage of any kind incurred by a Diner as a result of the Dining Event or any failure of the Chefs to perform the Dining Event.

If the Diner cancels his/her/its reservation request, Hello Chef will issue a refund in accordance with its cancellation policy.

Each User agrees that, in consideration for access to the Site and Services, it shall not approach, canvass, solicit or deal with any User of the Site in any way in order to, or which may have the effect of, booking a Dining Event or similar event without using Hello Chef or the Site to make such booking. If a User of the Site does book a Dining Event or similar event with another User outside of the Site and does not pay the Dining Fee to Hello Chef, then User is liable for and agrees to indemnify Hello Chef for the Service Fee that would normally be attributable to the cost of the Dining Event or other event booked.

4. DINERS

Diners must register for an Account to use our Services.

Each Diner agrees to provide accurate, current and complete information, and to update the information to keep it accurate, current and complete.

The Diner may contact the Chef via the Site to either purchase a Dining Event. Any subsequent arrangement or agreement made is between the Diner and Chef. Hello Chef is not a party to any such arrangement or agreement, and the Diner agrees to indemnify Hello Chef from any loss, harm, damage or claim which arises, as a result of the subsequent arrangement or agreement.

5. CHEFS

Chefs who have created an Account may create a Profile and Listing. The Profile and Listing will be created from information that is provided to Hello Chef.

As part of the registration process, Chefs may be required to submit menu samples and images of their cooking (**Images**) to Hello Chef, and Hello Chef has sole discretion whether to accept or reject the Chef and the Images. When the Chef provides any Images to Hello Chef, the Chef:

- warrants that it has all necessary rights to provide the Image to Hello Chef;
- grants Hello Chef a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use the Image anywhere on the Site and in any marketing or promotional materials; and
- consents to any acts or omissions of Hello Chef which would otherwise constitute an infringement of the Chef's rights, including any moral rights, in relation to the Image.

The Chef shall offer sample menus and price per person in the Listing. The Chef and Diner may agree other items between themselves, which may change the price per person set out in the Listing.

The Chef agrees that once a Diner books a Dining Event and pays the Dining Fee to Hello Chef it is legally obliged to perform the Dining Event in accordance with the terms agreed with the Diner and this Agreement. The Chef agrees to be bound by the Cancellation Policy set out in this Agreement.

The Chef is responsible for: (i) attending the location of the Dining Event, agreed with the Diner; (ii) sourcing and purchasing all ingredients; (iii) performing the Dining Event; (iv) providing any other item agreed to with the Diner; and (v) complying with all food safety and hygiene laws and regulations which may apply.

Hello Chef will make payment of the Dining Fee, less than Service Fee the business day after the Dining Event has taken place.

Hello Chef will make payment to the Chef by direct transfer to the Chef's nominated bank account.

Each Chef agrees to provide accurate, current and complete information, and to update the information to keep it accurate, current and complete, and that he or she is responsible for their own Profile and Listing.

Each Chef acknowledges and agrees that any communications entered into with a Diner is at his or her own risk. Hello Chef does not provide the Diners and cannot guarantee that these Diners have genuine intentions.

Each Chef represents and warrants that any Images, artwork or content that is provided and any information on his or her Profile and Listing:

- will not breach any agreements that have been entered into with any third parties;
 - will be in compliance with all applicable laws, tax requires, and rules and regulations which may apply to any Chef; and
- will not conflict with the rights of third parties, including any copyright, intellectual property or moral rights.

Hello Chef recommends that chefs obtain appropriate insurance for their services in providing Dining Events to Diners.

6. CANCELLATION POLICY

If a Diner has to cancel the Dining Event up to one week before it is scheduled, the Diner will be refunded 75% of the Dining Fee, the Chef will be paid 7% of the Dining Fee and Hello Chef will retain the Service Fee. Within one week of the date of the Dining Event but more than 72 hours before, the Diner will only be refunded 50% of the Dining Fee, the Chef will be paid 32% of the Dining Fee and Hello Chef will retain the Service Fee. If the Diner cancels the Dining Event within 72 hours of the date of the Dining Event, the Diner will forfeit the entire Dining Fee and will not receive a refund, the Chef will be paid 82% of the Dining Fee and Hello Chef will retain the Service Fee.

A reservation is not officially canceled until the Diner receives a cancellation confirmation e-mail from Hello Chef. If the cancellation e-mail is not received, contact Hello Chef.

If the Chef cancels the Dining Event or does not attend the Dining Event, the Diner will be refunded the entire Dining Fee, less the Service Fee. It is the responsibility of the Diner to inform Hello Chef on the day of the Dining Event that the Chef has not attended.

7. PRIVACY AND INFORMATION DISCLOSURE

Hello Chef has established a Privacy Policy to explain to Users how their information is collected and used, which is located on our Site.

Your use of the Site or the Service signifies acknowledgement of and agreement to our Privacy Policy.

8. TERMINATION OF SERVICE

Diners and Chefs can cancel their registration or deactivate their Account at any time via the Site.

Users agree that Hello Chef, in its sole discretion, has the right (but not the obligation) to delete or deactivate a User's account, block a User's email or IP address, or otherwise terminate a User's access to or use of the Service (or any part thereof), immediately and without notice, for any reason, including, without limitation, if Hello Chef believes that Users have acted inconsistently with the letter or spirit of this Agreement. Further, Users agree that Hello Chef shall not be liable to any User or any third-party for any termination of a User's access to the Service. Further, Users agree not to attempt to use the Service after said termination.

9. AUSTRALIAN CONSUMER GUARANTEES

Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the Consumer and Competition Act 2010 (Cth) provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.

If a User is a consumer as defined in the ACL, the following notice applies: "We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates."

Hello Chef does not provide any additional guarantees to Users (including Chefs and Diners), or any third party, who uses the Site or Services. Hello Chef has no responsibility and no liability for any Diner, Chef, User or any Dining Event which is provided by a Chef to a Diner.

10. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Chef profiles displayed on or through the Service are protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Hello Chef. Users further agree not to reproduce, duplicate or copy Chef profiles from the Service without the express written consent of Hello Chef, and agree to abide by any and all copyright notices displayed on the Service. Users may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without

limiting the foregoing, Users agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

11. DISCLAIMER OF WARRANTIES; RELEASE

USERS AGREE THAT USE OF THE HELLO CHEF SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. USERS AGREE THAT INTERACTIONS WITH CHEFS FOUND ON OR THROUGH THE SERVICE, INCLUDING PAYMENT AND DELIVERY OF GOODS OR SERVICES, AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH DEALINGS, ARE SOLELY BETWEEN DINERS AND THE CHEFS, REGARDLESS OF WHETHER HELLO CHEF ACTS AS AN INTERMEDIARY FOR USERS' COMMUNICATION WITH THE CHEFS OR DINERS' PAYMENT FOR THE DINING EVENT. USERS AGREE THAT USERS WILL MAKE WHATEVER INVESTIGATION USERS FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY TRANSACTION WITH ANY CHEFS OR BOOKING ANY DINING EVENT. HELLO CHEF DOES NOT GUARANTEE THAT DINERS WILL BE ABLE TO FIND DESIRABLE CHEFS OR DINING EVENTS OR THAT CHEFS AND DINING EVENTS WILL BE REQUESTED BY THE DINER. THE HELLO CHEF SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, HELLO CHEF DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE HELLO CHEF SITE, THE SERVICE AND THE DINING EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, HELLO CHEF DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE HELLO CHEF SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE HELLO CHEF SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, HELLO CHEF DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE HELLO CHEF SITE OR THE SERVICE. Users also waive all similar requirements in other jurisdictions. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to Users insofar as they relate to implied warranties.

12. LIMITATIONS OF LIABILITY

BECAUSE HELLO CHEF IS NOT INVOLVED IN TRANSACTIONS (OTHER THAN A PAYMENT INTERMEDIARY) BETWEEN DINERS AND CHEFS, IF A DISPUTE ARISES BETWEEN DINERS AND A CHEF IN RELATION TO A DINING EVENT OR OTHERWISE, EACH DINER AND CHEF RELEASES HELLO CHEF (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND THE DINING EVENT GENERALLY. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

The total liability of Hello Chef arising out of or in connection with the Site, Services or this Agreement, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by a User to Hello Chef in the twelve (12)

month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if not such payments have been made, as applicable.

13. INDEMNITY

Users agree to indemnify and hold Hello Chef, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of a User's use of the Service, booking a Dining Event, a User's violation of this Agreement, a User's breach of any of the representations and warranties herein, or a User's violation of any rights of another.

14. INTELLECTUAL PROPERTY RIGHTS

The Site contains material which is owned by or licensed to Hello Chef (or affiliates and/or third party licensors as applicable), and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of the Site.

Each User agrees that, as between the User and Hello Chef, Hello Chef owns all Intellectual Property Rights in the Site and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property Rights.

15. USER CONTENT

Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content on or through the Site and Services, the User grants to Hello Chef a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use the User Content, with the right to use, view, copy, modify, distribute, transfer or transmit such User Content, for the purpose of providing the Services and other internal administrative purposes.

Each User is solely responsible for the User Content that he or she makes available through the Site and Services. The User represents and warrants that:

- he or she is either the sole and exclusive owner of all User Content that he or she makes available through the Site and Services, or that he or she has all rights, licenses, consents and releases that are necessary to grant to Hello Chef the rights in such User Content, as contemplated under this Agreement; and neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or Hello Chef's use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

16. GENERAL INFORMATION

This Agreement constitute the entire agreement between Users and Hello Chef and govern each User's use of the Site and Service, superseding any prior agreements between Users and Hello Chef. This Agreement and the relationship between Users and Hello Chef shall be governed by the laws of the State of New South Wales, Australia without regard to its conflict of law provisions. Users and Hello Chef agree to submit to the personal and exclusive jurisdiction of the courts located within New South Wales. The failure of Hello Chef to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. Users agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or Service or the Agreement must be filed by Users within one (1) year after such claim or cause of action arose or be forever barred.

17. Law And Forum For Legal Disputes

This Agreement will be governed in all respects by the laws of New South Wales, Australia. If a dispute cannot be resolved then you and Hello Chef irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

18. Severability

The inaccuracy of any part of this agreement will not and shall not be thought to affect the legitimacy of any other part.

19. EMAILING THROUGH A HELLO CHEF ACCOUNT

As part of the Service, Users may communicate with other Users through use of the 'Contact Chef' feature on the Site. Where Users have selected the option of adding one or more email addresses to an online form, the message they create in the corresponding template will be sent from Hello Chef to those email addresses on their behalf. These email addresses will be used only for the purpose of sending the email communication to the addressee.

20. INFORMATION SHARING AND DISCLOSURE

- i. Overview – Hello Chef is designed to allow Chefs to list their services and offer a Dining Event which can be purchased by Diners. Services posted by Chefs, ratings and reviews of Chefs and Diners, and the Profile Information (as defined below) of Chefs and Users, are

visible to any visitor to the site. If a Chef and a Diner enter into a confirmed transaction with one another (the Chef accepts the Diner's request, and the Diner's payment details are collected and payment of the Dining Fee is processed by Hello Chef), then the User's and the Chef's Identity Information are shared with each other in order to facilitate the event reservation. In no event is a Diner's Billing Information shared with the Chef.

- ii. Hello Chef Users – When you register through the Site and submit your Personal Information to create an account, Hello Chef Users will see your first name and last initial ('Required Member Identifiers'). You can choose what other Personal Information you provide as part of your profile ('Other Member Information') (together, your 'Profile Information'). We will display your Profile Information in your profile page and elsewhere on the Site, and, with your prior permission, on third party sites. Any information you choose to provide as part of your profile should reflect how much you want other Hello Chef Users to know about you. We recommend that you guard your anonymity and sensitive information and we encourage members to think carefully about what information about themselves they disclose in their profile pages. You can review and revise your profile information at any time.

As a Chef, if you post a Dining Event service, we may publish that event service anywhere on the Site and may enable third parties to publish your event service on their site through the use of an HTML 'widget'. We may also display the geographical location of your event service in the form of a map so that Hello Chef Users can see the general area and neighbourhood of your listing, but your actual street address will not be disclosed until you enter into a confirmed transaction with a Diner. If you enter into a confirmed transaction with a Diner, you will have access to that Diner's Identity Information, and that Diner will have access to your Identity Information. Note that Users will never have access to your Billing Information.

21. AGGREGATE INFORMATION AND NON-IDENTIFYING INFORMATION

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

22. SERVICE PROVIDERS

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Site-related services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Site's features) or to assist us in analysing how our Site and Service are used. These third parties may have access to your

Personal Information; if they do, this access is only so that they may perform these tasks on our behalf and they are obligated not to disclose or use it for any other purpose. We may also provide Personal Information to our business partners or other trusted entities for the purpose of providing you with information on goods or services we believe will be of interest to you. You can, at any time, opt out of receiving such communications. Third party vendors, including Google, use cookies to serve ads based on a user's prior visits to Hello Chef. You can disable these specific cookies that track prior visits for the sake of follow-up advertising by opting out at http://www.google.com/privacy_ads.html.

23. COMPLIANCE WITH LAWS AND LAW ENFORCEMENT

Hello Chef cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Hello Chef or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

24. CHANGING OR DELETING YOUR INFORMATION

Users who create an Account with us may review, update, correct or delete the Personal Information in their registration profile by contacting us using customer support or editing the relevant part of their profile. If you would like us to delete your record in our system, please contact us and we will attempt to accommodate your request if we do not have any legal obligation to retain the record. See below for privacy contact information.

25. SECURITY

Hello Chef is very concerned with safeguarding your information. When you enter sensitive information (such as credit card number and/or social security number) on our registration or order forms, we encrypt that information using secure socket layer technology (SSL). We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Web site, you can contact us using customer support.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored 'personal data' (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Site in the

most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

26. LINKS TO OTHER SITES

Our Site contains links to other websites. If you choose to visit an advertiser by 'clicking on' a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party's website. The fact that we link to a website or present a banner ad or other type of advertisement is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

27. TESTIMONIALS

With your consent we may post your testimonial along with your name. If you want your testimonial removed please contact us using customer support.

28. OUR POLICY TOWARD CHILDREN

This Site is not directed to or suitable for persons under 18. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at using customer support. If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files.

29. CONTACTING US

If you have any questions about this Privacy Policy, please contact us at the email address set out below:

Hello Chef (ABN 40 405 605 663)

17 Northcott Way, Cherrybrook NSW 2126

help@hellochef.com.au

Date of last update: 12 November 2014