

TERMS & CONDITIONS

Thank you for taking the time to read through our 'Terms and Conditions'. By using our ecommerce site, ordering online, by phone or email you will be bound by these terms and conditions.

How can I contact you if I have an enquiry or concern?

You can contact us by phone on 0490 380215 or by email to orders@churchmousecheese.com.au. We also have a contact form on our website at www.churchmousecheese.com.au

Do you have Social Media?

Yes we do. We have Facebook and Instagram Business Pages. You can find us at @churchmousecheese on Facebook or #churchmousecheeses on Instagram. If you go to our website, we have links that will take you directly to those pages when you click on them.

We'd really like to use your ideas and comments where we can. So in using this site and sharing your thoughts you are consenting to our use of this material to better our business for everyone.

OVERVIEW

About the Website

Welcome to www.churchmousecheese.com.au (the 'Website').

This website is operated by APiDEA Pty Ltd T/As Church Mouse Cheese ACN 627 104 116. Throughout the site, the terms "we", "us" and "our" refer to APiDEA Pty Ltd T/As Church Mouse Cheese. APiDEA Pty Ltd T/As Church Mouse Cheese offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing, using or browsing and/or reading any part of this website, this signifies that you have read, understood and that you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you must cease usage of the website, or any of Services, immediately.

Any new features or tools which are added to the current store shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your

continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Online Store Terms

By agreeing to these Terms and Conditions, you represent that you are of legal age to form a binding contract with APiDEA Pty Ltd T/As Church Mouse Cheese.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Registration to use the Services

In order to access the Services, you must first register for an account through the Website (the 'Account').

As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself such as identification and/or contact details. The details required will include:

- Email address
- Preferred username
- Delivery address
- Mobile phone number
- Customer address

During your registration, we will ask your permission to include you as someone who would like to be kept up to date of new products which become available and specials. We value your trust in us that

we will not circulate your information and your details to any other sellers if you are willing to remain a member who we stay in regular contact with.

You warrant that any information given to APiDEA Pty Ltd T/As Church Mouse Cheese in the course of completing the registration process will be accurate, correct and up to date. You warrant that you will provide no fraudulent information or act on another persons behalf.

Once you have completed the registration process, you will be a registered member of the Website and agree to be bound by the Terms.

Your obligations as a Member

As a Member, you agree to comply with the following:

- You will use the services only for purposes that are permitted by the Terms, and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- You have the sole responsibility for protecting the confidentiality of your password and/or username. Use of your password by any other person may result in immediate termination of services and APiDEA Pty Ltd T/As Church Mouse Cheese will not be held responsible for orders placed by using this username and password;
- You must notify APiDEA Pty Ltd T/As Church Mouse Cheese of any unauthorised access of your account;
- You will not use the account for any other commercial reason;

Complaints

We take great pride in the quality and condition of our cheese and it should reach you in the best possible condition. When you receive your order, please open it right away, loosen the wrapping around the cheeses and inspect them. If you aren't happy with what you find, please call us and if possible take some pictures. We will do our best to put it right.

Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Delivery

It is your responsibility to provide APiDEA Pty Ltd T/As Church Mouse Cheese with accurate delivery addresses. If you have made a mistake you are required to contact us as soon as possible using the orders@churchmousecheese.com.au email address. If the order has already been dispatched, we

may not be able to change the delivery address. Please take care when specifying your delivery address as refunds will not be provided if you enter an address incorrectly.

Delivery windows vary by location. At all times, once the order is dispatched we will attempt to send an SMS to the mobile phone number provided in your registration with instructions regarding your delivery.

We ensure deliveries meet our food standard and follow safety at all times in the preparation of food. We will ensure that the temperature of the contents are appropriate for its contents. Please remember that it is a perishable product and therefore expect that the customer be available at the delivery address for receiving of the goods. The products require refrigeration as soon as possible and it is in your best interest if the products are not left in an area. If you do request that the parcels be left in a 'safe' area which is deemed safe by yourself, as the customer, then APiDEA Pty Ltd T/As Church Mouse Cheese cannot accept responsibility.

All deliveries will be delivered in a Planet Protector Box with Woolcool and icepacks which are effective at absorbing moisture from the air minimising humidity and condensation to maintain stable temperatures.

Ownership of the products will transfer to you once we have delivered in accordance with your delivery instructions.

Modifications to The Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Products or Services

Cheese is a 'live' product and will leave us in the best condition, it will be carefully wrapped and delicately boxed for delivery to you. Please remember that it is a perishable product and will need to be cared for once you receive it.

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the

right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Substitution

If for some reason a cheese you have ordered becomes unavailable we will replace it with a similar product that is comparable in quality and origin to the same or greater value. If we can't do this we will be in touch with to discuss an alternative from our extensive range of great cheeses. Who knows, we might just recommend your new favourite.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Force Majeure Event

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 control (Force Majeure Event).

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

- Pandemic, epidemic or other health emergency (whether declared or not);
- Industrial action, strikes and lockouts outside of our control;
- Terrorist attacks, riots, civic commotion, war or threat of war;
- Fires, explosions, storms, earthquakes, floods or other natural disaster;
- The inability to use railways, shipping, aircraft, motor transport or any other means of available transport;
- The inability to use telecommunications for communication purposes;
- The death or severe illness of the Director of the Company.

If it is deemed that Force Majeure Event occurs, we have the right to extend the appropriate time for performance under the Terms and Conditions set down by APiDEA Pty Ltd T/As Church Mouse Cheese until such time it is deemed that no Force Majeure Event exists.

Refund Policy

APiDEA Pty Ltd T/As Church Mouse Chees will only provide you with a refund for goods purchased in the event that the product is deemed unsafe for consumption. Refunds will be made by APiDEA Pty Ltd T/As Church Mouse Cheese at its absolute discretion, that it is reasonable to do so under the circumstances of the Refund.

Third-Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

User Comments, Feedback And Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible

for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

Copyright and Intellectual Property

This Website is subject to copyright. The material on the Website is protected by Copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights in the Services and compilation of the Website (including but not limited to text, graphics, logos, music, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned and controlled for these purposes, and are reserved by APiDEA Pty Ltd T/As Church Mouse Cheese.

All trademarks, names, logos are owned, registered and/or licenced by APiDEA Pty Ltd T/As Church Mouse Cheese, or we have approval to use and as such we do not give you approval to use for your own personal and non-commercial use or for any other commercial or other use.

Errors, Inaccuracies And Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the

Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Privacy

APiDEA Pty Ltd T/As Church Mouse Cheese takes your privacy very seriously and any information provided through your use of the Website and by the purchase of products are subject to our Privacy Policy which is available on the website.

Limitation Of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall APiDEA Pty Ltd T/As Church Mouse Cheese, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless APiDEA Pty Ltd T/As Church Mouse Cheese and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Level 1, 44 Ferry Street, Kangaroo Point, QLD, 4169.

Changes To Terms and Conditions

You can review the most current version of the Terms and Conditions at any time at [this page](#).

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service

following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Contact Information

Questions about the Terms and Conditions should be sent to us at orders@churchmousecheese.com.au.