

Terms & Conditions

Welcome to Sorbellos Italian Restaurant, a customer driven ordering solution. Sorbellos Italian Restaurant is a company registered in Australia. We are an online service provider through the Platform. These Terms of Use are intended to explain our obligations as a service provider and your obligations as a Subscriber or Invited User of the Application.

These Terms of Use are binding on any use of the Application via the Platform on any Device and apply to you from the time that Sorbellos Italian Restaurant provides you with access to the Application. These Terms of Use will govern any upgrades provided by Sorbellos Italian Restaurant that replace and/or supplement the original Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You accept that your use (whether as a registered or unregistered user) or access of the Application via the Platform on any Device includes your unreserved acceptance of these Terms of Use and Our Privacy Policy.

By using (whether as a registered or unregistered user) or accessing the Application via the Platform on any Device, You acknowledge that You have read and understood and agree to be bound by these Terms of Use in their entirety in addition to any other applicable laws and regulations and that You have the authority to act on behalf of any person or entity for whom You are using the Application and You agree to these Terms of Use personally and on behalf that person or entity.

If you do not agree to any of these Terms of Use You must not use the Application or the Platform in any manner.

Please contact Sorbellos Italian Restaurant if you have any particular questions via sorbellos@hotmail.com.

CONTACT

Please contact Sorbellos Italian Restaurant if you have any particular questions via sorbellos@hotmail.com.

DEFINITIONS

"Application" means access to Sorbellos Italian Restaurant's customer driven ordering software via the Platform on any Device (as may be changed or updated from time to time by Sorbellos Italian Restaurant).

"Confidential Information" means the confidential information of a party that relates to the subject matter of these Terms of Use and includes:

Confidential information relating to the technology and design of the Application including, but not limited to, algorithms, manuals, designs, diagrams and training videos of the Application;

the Data;

information relating to the personnel, policies or business strategies of Sorbellos Italian Restaurant;

information relating to the terms upon which the Application is provided to You;

all information exchanged between the parties to these Terms of Use, whether in writing, electronically or orally, including the Application but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data" means any data inputted by you or with your authority into the Platform and includes without limitation data owned or supplied by you or data that may otherwise be generated, compiled, arranged or developed using the Application by the Customer pursuant to these Terms of Use.

"Device" means any type of device including a computer, mobile phone, tablet or console.

"Intellectual Property Rights" means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

"Invited User" means any person or entity, other than the Subscriber, that uses (whether as a registered or unregistered user) or accesses the Application or the Platform with the authorisation of the Subscriber from time to time. "Moral Rights" has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries.

"Merchant" means any participating merchant from which goods and/or services may be purchased via the Application.

"Our" means Sorbellos Italian Restaurant.

"Sorbellos Italian Restaurant" means Sorbellos Italian Restaurant of sorbellos@hotmail.com.

"Platform" means the internet site at the domain www.sorbellos.com.au or any other website, mobile site or application operated by Sorbellos Italian Restaurant via which the Application is accessed or used on any Device.

"Subscriber" means any person, and where the context permits, includes any entity on whose behalf that person who uses (whether as a registered or unregistered user) or accesses the Application via the Platform on any Device.

"Terms of Use" means these terms of use (as may be changed or updated from time to time by Sorbellos Italian Restaurant). "Us" means Sorbellos Italian Restaurant.

"We" means Sorbellos Italian Restaurant.

"You" means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

1. USE OF SOFTWARE

Sorbellos Italian Restaurant grants you the right to access and use of the Application via the Platform with the particular user roles available to you. This right is non-exclusive, non-transferable, and limited by and subject to these Terms of Use. You acknowledge and agree that, subject to any applicable laws:

- (a) the Subscriber determines who is an Invited User and what level of user role access to the Application that Invited User has;
- (b) the Subscriber is responsible for all Invited Users' use of the Application; and
- (c) the Subscriber controls each Invited User's level of access to the Application at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be.

2. ELIGIBILITY

As a condition of Your using and accessing the Application via the Platform, You represent and warrant that You:

- (a) if purchasing goods that include alcohol products, are aware and comply with all relevant and applicable laws regarding the purchase and consumption of alcohol, including but not limited to, legal age requirements;
- (b) will only provide Data and other information that is complete, accurate and up to date;

- (c) will not falsify any of Your Data or other information;
- (d) will only maintain one account at any given time, and if Your account is ever suspended or terminated for any reason, You will not create another account;
- (e) are not currently prohibited or otherwise restricted from using or accessing the Application or the Platform;
- (f) are not a competitor of Sorbellos Italian Restaurant, and are not using or accessing the Application or Platform for the purposes of competing with Our business;
- (g) will not violate any of Our or any other person's rights, including but limited to, Intellectual Property Rights; and
- (h) have full authority to enter into any agreement with Sorbellos Italian Restaurant in connection with using or accessing the Application or the Platform, including but not limited to, agreeing to be bound by these Terms of Use, and doing so does not violate any other agreement which You have with any other party.

3. YOUR OBLIGATIONS

1. You must not:

- (a) use the Application or the Platform for any purpose or in any manner other than as set out in these Terms of Use;
- (b) use the Application or the Platform in any way that could damage the reputation of Sorbellos Italian Restaurant or the goodwill or other rights associated with the Application or the Platform; or
- (c) permit any third party to use the Application or the Platform other than as set out in these Terms of Use.

2. You must only use the Application and Platform for Your own lawful personal or business purposes, in accordance with these Terms of Use and any notice sent by Sorbellos Italian Restaurant and any other additional terms, conditions, policies, rules, disclaimers and notices displayed elsewhere on the Platform and as may be changed or updated from time to time by Sorbellos Italian Restaurant. You may use the Application and Platform on behalf of others or in order to provide services to others but if You do so You must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all Terms of Use that apply to You.

3. You must ensure that all usernames and passwords required to access the Application are kept secure and confidential. You must immediately notify Sorbellos Italian Restaurant of any unauthorised use of Your passwords or any other breach of security and You must reset Your password and You must take all other actions that Sorbellos Italian Restaurant reasonably deems necessary to maintain or enhance the security of Sorbellos Italian Restaurant's computing systems and networks and Your access to the Application.

4. As a condition of these Terms of Use, when using or accessing the Application:

- (a) the Subscriber must pay all monies as and when due to Sorbellos Italian Restaurant;
- (b) You must not attempt to undermine the security or integrity of Sorbellos Italian Restaurant's computing systems or networks or, where the Application is hosted by a third party, that third party's computing systems and networks;
- (c) You must not use, or misuse, the Application in any way which may impair the functionality of the Application or Platform, or other systems used to deliver the Application or impair the ability of any other user to use the Application or Platform;
- (d) You must not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the Device on which the Application is hosted;
- (e) You must ensure You protect the Application at all times from unauthorised access, use or damage;
- (f) You must not transmit, or input into the Platform, any files that may damage

any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

(g) unless You have prior written consent from Sorbellos Italian Restaurant, You must not rent, lease, lend, sell, redistribute or sublicense the Application, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof or any computer programs used to deliver the Application or to operate the Platform (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application).

5. Your use of any third party application from within the Application is subject to that party's terms of use and conditions and you confirm that you have read and accept that party's terms of use and conditions.
6. You will be responsible for providing your own Device and other access facilities (including terminal, software, internet access, modem and telecommunications facilities) necessary for utilising the Application. You must ensure that the Device on which the Application is used is in good, up to date working order and operating condition. Sorbellos Italian Restaurant accepts no responsibility for any deficiency relating to Your Device and other access facilities. Additionally, You acknowledge and agree that You will be solely liable for any fees or other charges incurred by You in connection with using or accessing the Application or the Platform, including but not limited to software, hardware, equipment and internet usage charges.

4. **USAGE LIMITATIONS**

Use of the Application may be subject to limitations. Any such limitations will be advised.

5. **INDEMNITY AND ACKNOWLEDGEMENT**

1. You indemnify Sorbellos Italian Restaurant against all claims, costs, damage and loss arising from your breach of any of these Terms of Use or any obligation you may have to Sorbellos Italian Restaurant.
2. You understand that by using or accessing the Application or Platform, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use or access the Application and the Platform at Your sole risk and that Sorbellos Italian Restaurant shall not have any liability to You for any content that may be found to be offensive, indecent, or objectionable.

6. **CONFIDENTIALITY**

1. Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms of Use. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person,

- or use the same for its own benefit, other than as contemplated by these Terms of Use;
2. Each party's obligations under this clause will survive termination of these Terms of Use; and
 3. (c) You shall take all reasonable steps to ensure that your employees agents, subcontractors or related entities, do not make public or disclose Sorbellos Italian Restaurant's Confidential Information. If you become aware that any of your employees, agents, sub-contractors or related entities passes on any Confidential Information to any other party, then you shall notify Sorbellos Italian Restaurant in writing immediately.
2. The provisions of this clause shall not apply to any information which:
 1. Is or becomes public knowledge other than by a breach of this clause;
 2. Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 3. Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 4. Is independently developed without access to the Confidential Information.

7. INTELLECTUAL PROPERTY

1. Title to, and all Intellectual Property Rights in the Application, the Platform and any documentation relating to the Application or the Platform remain the sole property of Sorbellos Italian Restaurant (or its licensors).
2. Nothing in these Terms of Use constitutes a transfer of any Intellectual Property Rights.
3. Nothing transfers to you ownership of the Application or the Platform or Sorbellos Italian Restaurant's Intellectual Property Rights in relation to the Application or the Platform.
4. You acknowledge that Sorbellos Italian Restaurant owns all the Intellectual Property Rights in the Application and the Platform.
5. Sorbellos Italian Restaurant retains full legal rights in and title to the Application and the Platform whether in its original form or as modified by you or Sorbellos Italian Restaurant.
6. You will not directly or indirectly do anything that would or might invalidate or put in dispute Sorbellos Italian Restaurant's title in the Application or the Platform.
7. If any person makes any claim alleging that any of the Application or the Platform infringes any Intellectual Property Rights or Moral Rights of any person, You must:
 1. Promptly notify Sorbellos Italian Restaurant in writing;
 2. Not make any admissions or take any action in relation to the claim without Sorbellos Italian Restaurant's written consent;
 3. Permit Sorbellos Italian Restaurant control over any and all investigations, negotiations, settlement and dispute resolution proceedings relating to the claim; and
 4. Cooperate with, assist and act at all times in accordance with the reasonable instructions of Sorbellos Italian Restaurant, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.
8. You must not:

1. Permit any person to link to any page containing any part of the Application (including via a hyperlink or RSS feed) without Sorbellos Italian Restaurant's prior written consent;
2. Except as expressly permitted by these Terms of Use, and except to the extent that applicable laws, including the Copyright Act 1968 (Cth), prevent Sorbellos Italian Restaurant restraining You from doing so:
 1. Reproduce, make error corrections to or otherwise modify or adapt the Application or the Platform or create any derivative works based upon the Application or the Platform;
 2. De-compile, disassemble or otherwise reverse engineer the Application or Platform or permit any third party to do so; or
 3. Modify or remove any copyright or proprietary notices on the Application or the Platform.

8. DATA

1. You agree that Sorbellos Italian Restaurant may use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to use or access the Application or Platform and for any other purpose related to provision of services to You including any purpose set out in Our Privacy Policy.
2. You, to the extent permissible by law, indemnify Sorbellos Italian Restaurant against all costs and liability incurred as a result of its possession, processing, use or other handling of the Data or related data, documentation or records.
3. You agree that Sorbellos Italian Restaurant may collect and use the Data and other technical and related information, including but not limited to information about Your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Application. Sorbellos Italian Restaurant may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
4. Sorbellos Italian Restaurant and its licensors reserve the right to change, suspend, remove, or disable access to any Application at any time without notice. In no event will Sorbellos Italian Restaurant be liable for the removal of or disabling of access to any such Application. Sorbellos Italian Restaurant may also impose limits on the use of or access to the Application or the Platform in any case and without any notice or liability.

9. BACKUP OF DATA

You must maintain copies of all Data inputted into the Application. Sorbellos Italian Restaurant adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be any loss of Data. Sorbellos Italian Restaurant expressly excludes liability for any loss of the Data no matter how caused.

10. THIRD PARTY APPLICATIONS AND YOUR DATA

If You enable third party applications for use in conjunction with the Application, You acknowledge that Sorbellos Italian Restaurant may allow the providers of those third party applications to access Your Data as required for the interoperation of such third party applications with the Application. Sorbellos Italian Restaurant shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third party application providers.

11. WARRANTIES AND ACKNOWLEDGEMENTS

1. You warrant that where You have registered to use the Application on behalf of another person, You have the authority to agree to these Terms of Use on behalf of that person and agree that by registering to use the Application You bind the person on whose behalf You act to the performance of any and all

obligations that You become subject to by virtue of these Terms of Use, without limiting Your own personal obligations under these Terms of Use.

2. You acknowledge that:
 1. You are authorised to use and access the Application and the Platform and to access the information and Data that you input into the Platform, including any information or Data input into the Application or Platform by any person you have authorised to use the Application. You are also authorised to access the processed information and Data that is made available to You through Your use of the Platform and the Application (whether that information and Data is Your own or that of anyone else); and
 2. Sorbellos Italian Restaurant has no responsibility to any person other than you and nothing in these Terms of Use confers, or purports to confer, a benefit on any person other than you.
3. If You use the Application or access the Platform on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:
 1. You are responsible for ensuring that You have the right to do so;
 2. You are responsible for authorising any person who is given access to information or Data, and You agree that Sorbellos Italian Restaurant has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
 3. You will indemnify Sorbellos Italian Restaurant against any claims or loss relating to:
 - i. Sorbellos Italian Restaurant's refusal to provide any person access to Your information or Data in accordance with these Terms of Use;
 - ii. Sorbellos Italian Restaurant's making available information or Data to any person with Your authorisation;
 - iii. The provision of, access to, and use of, the Application and Platform is on an "as is" basis and at Your own risk; and
4. The provision of, access to, and use of, the Application and Platform is on an "as is" basis and at Your own risk;
5. Sorbellos Italian Restaurant does not warrant that the use of the Application or Platform will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Application and Platform, including public telephone services, computer networks, the Internet and any Device, can be unpredictable and may from time to time interfere with or prevent access to the Application. Sorbellos Italian Restaurant is not in any way responsible for any such interference or prevention of Your use of or access to the Application;
6. It is Your sole responsibility to determine that the Application and the Platform meets Your personal needs and requirements and are suitable for the purposes for which they are used;
7. You remain solely responsible for complying with laws applicable to You; and

8. It is your responsibility to check that storage of and access to Your Data via the Application and the Platform will comply with laws applicable to you (including any laws requiring You to retain records).

12. IMPLIED TERMS

1. To the maximum extent permitted by law:
 1. Sorbellos Italian Restaurant excludes all warranties and representations as to the correctness, accuracy, adequacy, completeness, currency, reliability, timeliness or usefulness of any information or other content posted on the Application or the Platform;
 2. Sorbellos Italian Restaurant does not guarantee that the Application, the Platform, or the server supporting the Platform, are free from defects, viruses or other harmful components, or will be uninterrupted or error free; and
 3. Neither Sorbellos Italian Restaurant, nor Our directors, officers, employees, contractors or agents, will be liable for any direct, indirect, consequential or other loss or damage to any person or entity, however caused (whether by negligence or otherwise), arising in connection with Your use of, or inability to use, the Platform or the Application, or reliance upon any of the content or other information posted on the Application or the Platform.
2. Save for any terms, conditions, guarantees, warranties, indemnities or other rights which may arise under the Australian Consumer Law or other legislation and which cannot be excluded: all warranties, whether express or implied including warranties as to fitness for any purpose and merchantability are expressly excluded; to the extent legally possible any liability that Sorbellos Italian Restaurant may have to the Customer in relation to the Application which cannot be excluded shall be limited to, at Our discretion, either the supplying of the Application again; or the payment of the cost of having the Application supplied again and Sorbellos Italian Restaurant shall not be liable for any injury loss expense or damages of any kind whatsoever or however arising whether directly, indirectly, consequently or contingently to any person or property and without limiting the generality of the foregoing, Sorbellos Italian Restaurant shall not be liable for any losses, expenses or damages caused by delays or any other reasons or additional expenses incurred by the Customer including losses of prospective profits or actual profits incurred by the Customer.

13. LIABILITY OF Sorbellos Italian Restaurant

1. You agree to indemnify and hold harmless Sorbellos Italian Restaurant and its officers, employees and agents ("those indemnified") from and against any action, liability, claim, loss, damage, proceeding, expense (including reasonable legal costs and expenses) suffered or incurred by any of those indemnified, whether directly or indirectly, in connection with:
 1. Your breach or non-observance of any of these Terms of Use;
 2. Any Data submitted by You;
 3. Any breach or inaccuracy in any of Your representations or warranties; or
 4. Your use or access of the Application or the Platform.
2. Nothing in these Terms of Use is to be read or applied so as to exclude, restrict, modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

3. To the maximum extent permitted by law, Sorbellos Italian Restaurant accepts no liability for the loss of Data where such loss is wholly or partly caused by factors beyond Sorbellos Italian Restaurant's reasonable control including, but not limited to, failure or fault in the hosted environment of the Application, defective network or internet connections, defective equipment utilised by You or incorrect operation by You of Your own Device or other access facilities.
4. You acknowledge and agree that the fact that the Application cannot be tested in every possible combination, operating condition or application, and it is not within Sorbellos Italian Restaurant's control how and for what purpose the Application is used by You.

14. **ACKNOWLEDGEMENT AND RELEASE** You acknowledge and agree that:

1. That Sorbellos Italian Restaurant is neither an agent nor otherwise associated with any Merchant;
2. You must resolve all disputes directly with the Merchant;
3. Merchants are solely responsible for their interactions with You and any and all claims, injuries, illnesses, damages, liabilities, and costs ("Claims") suffered by You, in connection with Your interaction with or provision of goods and/or services to You by any Merchant; and
4. To the maximum extent permitted by law, you release Sorbellos Italian Restaurant from any and all such Claims.

15. **TERMINATION**

Your rights under these Terms of Use will terminate automatically without notice from Sorbellos Italian Restaurant if you fail to comply with any Terms of Use. Upon termination, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application. You shall immediately on termination return to Sorbellos Italian Restaurant. Online all copies of the Application, all revisions, enhancements and upgrades of the Application. Alternatively, if Sorbellos Italian Restaurant requests, You shall destroy such software, copies, revisions, enhancements and upgrades by erasing them and shall certify in writing to Sorbellos Italian Restaurant that they have been destroyed. Any termination shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of these Terms of Use, which is expressly or by implication intended to continue in force after such termination.

16. **APPLICATION AVAILABILITY**

Whilst Sorbellos Italian Restaurant intends that the Application should be available 24 hours a day, seven days a week, it is possible that on occasions the Application or Platform may be unavailable to permit maintenance or other development activity to take place. If for any reason Sorbellos Italian Restaurant has to interrupt the Application for longer periods than Sorbellos Italian Restaurant would normally expect, Sorbellos Italian Restaurant will use reasonable endeavours to publish in advance details of such activity on the Platform. Sorbellos Italian Restaurant will not be liable to you or any other person for any unavailability of or interruptions to the use of or access to the Application or the Platform.

17. **ASSIGNMENT AND NOVATION**

You may not assign or transfer any rights to any other person without Sorbellos Italian Restaurant's prior written consent.

18. **Sorbellos Italian Restaurant's RIGHTS**

Any express statement of a right of Sorbellos Italian Restaurant's under these Terms of Use is without prejudice to any other rights of Sorbellos Italian Restaurant's expressly stated in these Terms of Use or existing at law.

19. **GOVERNING LAW**

The parties to these Terms of Use shall be bound by the laws of the State of Queensland in relation to all matters arising from all contracts between the parties and the parties agree to submit to the non-exclusive jurisdiction of the Court of

Queensland and the Federal Courts of Australia and that any legal proceedings may be heard in these Courts.

20. **SEVERABILITY**

If any part or provision of these Terms of Use is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision that, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Terms of Use will be binding on the parties.

21. **NOTICES**

Any notice given under these Terms of Use by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Sorbellos Italian Restaurant must be sent to sorbellos@hotmail.com or to any other email address notified by email to You by Sorbellos Italian Restaurant. Notices to You may be sent via electronic messages, including email, text message/SMS, or mobile push notifications, to the email address or numbers which You provided when setting up Your access to the Application.

22. **RIGHTS OF THIRD PARTIES**

A person who is not a party to these Terms of Use has no right to benefit under or to enforce any term of these Terms of Use.

23. **VARIATION TO TERMS**

Sorbellos Italian Restaurant reserves the right to change, modify, add or remove portions of these Terms of Use at any time without notice to You, effective upon posting it on the Platform. By continuing to use or access the Application or the Platform following any changes to these Terms of Use, You signify that you have read, understood and agree to be bound by the updated Terms of Use.

Returns Policy

Because of the nature of food, no refunds are given at the sole discretion of Sorbellos Italian Restaurant. You must contact Sorbellos Italian Restaurant either in person at 166 Victoria Street, Mackay QLD 4740, or by phone on +61 7 49578300, should you have any complaints.

Privacy Policy

INTRODUCTION

1. This privacy policy is Sorbellos Italian Restaurant's official privacy policy and it applies to all personal information collected by Sorbellos Italian Restaurant). In this policy we explain how and why we collect your personal information, how we use it, and what controls you have over our use of it.

Sorbellos Italian Restaurant is committed to complying with Australian privacy legislation and to protecting and safeguarding your privacy when you deal with us.

COLLECTION OF INFORMATION

2. Some information provided to us by clients, customers, contractors and other third parties might be considered private or personal. Under the Privacy Act 1988, personal information is information or an opinion about an individual whose identity can reasonably be ascertained from that information or opinion.

Without these details we would not be able to carry on our business and provide our services to you. We will only collect such personal information if it is necessary for one of our functions or activities. The kinds of personal information Sorbellos Italian Restaurant collects includes:

- names;
- contact details;

- financial information.

In particular, personal information is collected from people in the following situations by Sorbellos Italian Restaurant:

- a. if you contact Sorbellos Italian Restaurant, we may keep a record of that correspondence;
- b. when you apply for and/or establish and/or access an account or order products;
- c. when you conduct certain types of transactions such as cheque purchases or refunds;
- d. when you submit your e-mail address to our website mailing list;
- e. when you place an order on our website to purchase goods or services we may require you to provide us with contact information including your name, address, telephone number or email address and financial information (such as credit card details).

Financial information that is collected via the web site is used by us to bill you for products and services. Any financial information that is collected is for the purpose of transaction approval and funds transfer. The financial information we collect from you is held on secure servers in controlled facilities (please see clause 8 and 9 of this privacy policy for further information on Sorbellos Italian Restaurant's Security and Storage practices).

At or before the time the personal information is collected by us, we will take reasonable steps to ensure that you are made aware of who we are, the fact that you are able to gain access to the information held about you, the purpose of the collection, the type(s) of organisations to which we usually disclose the information collected about you, any laws requiring the collection of the information and the main consequences for you if all or part of the information is not collected.

USE OF INFORMATION COLLECTED AND DISCLOSURE OF PERSONAL INFORMATION TO OTHERS

3. We may use or disclose personal information held about an individual for the primary purpose for which it was collected (e.g. provision of our services, including administration of our services, notification to you about changes to our services, record-keeping following termination of our services to you and technical maintenance) - that is, to carry on our business and provide services to our customers.

We may also use such information for a secondary purpose related to the primary purpose of collection and where you would reasonably expect that we would use the information in such a way.

This information is only disclosed to persons outside our business in the circumstances set out in this policy or as otherwise notified to you at the time of collection of the information, or with your permission.

In addition we are permitted to use or disclose personal information held about you:

- a. where you have consented to the use or disclosure;
- b. where we reasonably believe that the use or disclosure is necessary to lessen or prevent a serious, immediate threat to someone's health or safety or the public's health or safety;
- c. where we reasonably suspect that unlawful activity has been, is being or may be engaged in and the use or disclosure is a necessary part of our investigation or in reporting the matter to the relevant authorities;
- d. where such use or disclosure is required under or authorised by law (for example, to comply with a subpoena, a warrant or other order of a court or legal process);
- e. where we reasonably believe that the use or disclosure is necessary for prevention, investigation, prosecution and punishment of crimes or wrongdoings or the preparation for, conduct of, proceedings before any court or tribunal or the implementation of the orders of a court or tribunal by or on behalf of an enforcement body;
- f. where you have requested a service and we are required to disclose the information to an Installer in order to facilitate the provision of the service.

USE OF INFORMATION FOR OTHER PURPOSES

4. In order for Sorbellos Italian Restaurant to grow and better serve its users, Sorbellos Italian Restaurant collects information relating to customer businesses. This information includes but is not limited to:

- product information;
- pricing information;
- picture information;
- promotional information;
- end customer personal information; and
- business statistics.

Sometimes, this information that is collected and stored securely, is passed to external organisations for data analysis. Before any information is provided to third parties, Sorbellos Italian Restaurant ensures all personal details are d-identified and transferred anonymously. This practice is fully compliant with our Privacy obligations to you. Sorbellos Italian Restaurant also uses your personal information to collate statistics about the performance of Sorbellos Italian Restaurant, which is used both internally and externally for marketing purposes.

ANONYMITY AND PSEUDONYMITY

5. You have the option of dealing with Sorbellos Italian Restaurant anonymously however this only applies where it is practicable for Sorbellos Italian Restaurant to do so, such as providing response to a general enquiry.

For most other functions and activities, we will need your name and contact information and enough information about the particular matter to enable us to adequately serve you and perform our regular business functions. In these circumstances it will not be practicable for you to operate under a pseudonym.

DIRECT MARKETING

6. As part of Sorbellos Italian Restaurant's functions and business activities and to promote the services we can provide to you, Sorbellos Italian Restaurant may use personal information that you have provided to us for the purposes of direct marketing. Direct marketing includes, but is not limited to, sending to you e-newsletters and/or contacting you in relation to promotions and information about Sorbellos Italian Restaurant products and services.

Generally, we will do so where you have expressed interest in receiving such information. You can opt out of receiving direct marketing communications by sending an email to Sorbellos Italian Restaurant Privacy Officer at (enter email address here) or using the 'opt out' link or details provided in the direct marketing communication.

LINKS

7. Our web site may contain links to other web sites and those third party web sites may collect personal information about you. We are not responsible for the privacy practices of other businesses or the content of web sites that are linked to our web site.

Sorbellos Italian Restaurant encourages users to be aware when they leave the site and to read the privacy statements of each and every web site that collects personally identifiable information.

SECURITY

8. Sorbellos Italian Restaurant places a great importance on the security of all information associated with our customers, clients and contractors. We have security measures in place to attempt to reasonably protect personal information under our control from misuse, interference, loss, unauthorised access, modification or disclosure. All personal information held is kept securely and that held electronically is held on secure servers in controlled facilities.

We employ appropriate electronic and procedural measures to protect personal information from unauthorised access, use or disclosure. When you purchase from Sorbellos Italian Restaurant, your financial details are passed through a secure server using the latest industry standard 256-bit SSL (secure sockets layer) encryption technology.

Access to your personal information is limited to employees we believe reasonably need to use that information in order to perform their roles in providing or developing our services.

You acknowledge that despite our best efforts the security of online transactions and communications sent by electronic means or by post cannot be guaranteed.

STORAGE

9. Personal information is de-identified or destroyed securely when no longer required by us.

Sorbellos Italian Restaurant STORAGE

Sorbellos Italian Restaurant takes all reasonable steps to ensure your information is held on secure servers in controlled facilities. Information stored within our computer systems can only be accessed by those entrusted with authority and computer network password sanctions. You are responsible for keeping your passwords and/or account information secret.

THIRD PARTY STORAGE

Sorbellos Italian Restaurant may retain the information you provide including your contact and credit card details to enable us to verify transactions and customer details, to allow you to process any future transactions you may wish to make, and to retain adequate records for legal and accounting purposes. In order to store this information, Sorbellos Italian Restaurant uses a third party. This information is provided to the user before the credit information is input, including the terms and conditions of the third party. The user, in continuing with the transaction and providing credit details, consents to the passing of this information to the third party for storage.

Unfortunately, no data transmission over the Internet can be guaranteed 100 percent secure. As a result, while we strive to protect users' personal information, Sorbellos Italian Restaurant cannot ensure or warrant the security of any information transmitted to it or from its online products or services, and users do so at their own risk. Once Sorbellos Italian Restaurant receives your transmission, it makes every reasonable effort to ensure its security on our systems.

ACCESS TO AND CORRECTION OF PERSONAL INFORMATION

10. Sorbellos Italian Restaurant is committed to and takes reasonable steps to maintain accurate, timely, relevant, complete and appropriate information about our customers, clients and website users.

You may request access to personal information about you held by Sorbellos Italian Restaurant. Requests for access to your personal information should be made to:

Sorbellos Italian Restaurant Privacy Officer

Mailing address: 166 Victoria Street, Mackay QLD 4740 Australia

Telephone: +61 7 49578300

Email: sorbellos@hotmail.com

Verification of identity is required with a request to access (or update) personal information so that we can ensure your personal information is disclosed only to you.

Inaccurate information will be corrected upon receiving advice from you.

If we refuse to provide you with access to or correct the personal information held about you by us, then we will provide reasons for such refusal.

Sorbellos Italian Restaurant will respond to any requests for access or correction within a reasonable time of receipt of the request, but by no later than 30 days of the request being received.

COMPLAINTS

11. If you have a question or complaint about our Privacy Policies or Sorbellos Italian Restaurant's collection, use or safe disposal or destruction of your personal information, your feedback should be directed in the first instance to Sorbellos Italian Restaurant's Privacy Officer at the contact details set out at clause 10 of this policy.

We will promptly investigate your complaint and attempt to resolve the matter. If you are not satisfied with the outcome of this procedure or we have not responded to you with a determination within 30 days then you may contact the Office of the Australian Information Commissioner:

Office of the Australian Information Commissioner

Website: www.oaic.gov.au

Phone: 1300 363 992

DISCLOSURE OF PERSONAL INFORMATION OUTSIDE AUSTRALIA

12. We may disclose your personal information to our related bodies corporate and external service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.

We may disclose your personal information to entities located outside of Australia, including the following:

1. our data hosting and Cloud-based IT service providers; and
 2. other external service providers located in the United States of America.
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COOKIES

13. Sorbellos Italian Restaurant collects information from the site using "IP files".

When you visit the Sorbellos Italian Restaurant site to read, browse or download information, our system will record or log your IP address (the address which identifies your computer on the internet and which is automatically recognised by our web server), date and time of your visit to our site, the pages viewed and any information downloaded. This information will only be used for the purpose of site analysis and to help us offer you improved online service. We may automatically collect non-personal information about you such as the type of Internet browsers you use or the site from which you linked to our Web Sites.

You cannot be identified from this information and it is only used to assist us in providing an effective service on our Web Sites.

CHANGES TO Sorbellos Italian Restaurant PRIVACY POLICY

14. Without further notice to you, Sorbellos Italian Restaurant may decide to or may be required by law to change this Privacy Policy. Any changes made will be posted on this Sorbellos Italian Restaurant Privacy Policy page so that users are always aware of what information Sorbellos Italian Restaurant collects, how it is used and the way in which information may be disclosed. As a result, please remember to refer back to this Sorbellos Italian Restaurant Privacy Policy regularly to review any amendments.

CONTACTING US

15. If you require further information regarding our Privacy Policy, please contact us at Sorbellos@hotmail.com or via the means outlined in clause 10 of this Privacy Policy.

Should you wish to read more information on privacy legislation or the Australian Privacy Principles we recommend that you visit the web-site of the office of the Australian Information Commissioner at www.oaic.gov.au.

ACCEPTANCE

16. You accept that your use of this site includes your acceptance of this Privacy Policy and our Terms and Conditions.