

**WATERFRONT GRILL**  
**DARLING HARBOUR**

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02) 9280 4994

info@waterfrontgrill.com.au

Shop 289 Harbourside, Darling Harbour,  
Sydney NSW 2000

Waterfront Grill © 2017

Prices include GST.

The RANAY Group trading as

Mediterranea Restaurant ABN: 22 508 407 035

Waterfront Grill: ABN: 75 346 481 479

Wild Ginger Dining + Bar ABN: 56 613 496 085

## TERMS OF USE

### WEBSITE SERVICE AGREEMENT/TERMS OF USE

The [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) is an Australian website and is owned by THE RANAY GROUP. These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them. Further terms and conditions may accompany other transactions between you and Waterfront Grill and you will be notified on a case by case basis.

No person under the age of 18 years may purchase Goods without first conferring with an adult to make your purchase.

You are encouraged to periodically visit this page to review the most current Terms and Conditions to which you are bound. If you do not agree to these Terms and Condition of Use, please do not use this website.

We are: The RANAY Group, ABN: 71 33 151 214 747

The address of our businesses are

Mediterranea Restaurant ABN: 22 508 407 035

Waterfront Grill: ABN: 75 346 481 479

Wild Ginger Dining + Bar ABN: 56 613 496 085

You are: a visitor to Our Website / Our Customer

## 1. ACCEPTANCE OF TERMS

The services that THE RANAY GROUP provides to User is subject to the following Terms of Use ("TOU"). THE RANAY GROUP reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Website Service – Privacy Policy – Terms Of Use" hypertext link located in the footer of our Web pages.

A. This Agreement, which incorporates by reference other provisions applicable to use of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au), including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au), sets forth the terms and conditions that apply to use of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) by User. By using THE RANAY GROUP (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) is personal to User and



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is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

B. THE RANAY GROUP shall have the right at any time to change or discontinue any aspect or feature of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au), including, but not limited to, content, hours of availability, and equipment needed for access or use.

## 2. CHANGED TERMS

THE RANAY GROUP shall have the right at any time to change or modify the terms and conditions applicable to User's use of

[www.mediterranearestaurant.com.au](http://www.mediterranearestaurant.com.au)

[www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au)

[www.wildgingerdiningbar.com.au](http://www.wildgingerdiningbar.com.au)

or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on

[www.mediterranearestaurant.com.au](http://www.mediterranearestaurant.com.au)

[www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au)

[www.wildgingerdiningbar.com.au](http://www.wildgingerdiningbar.com.au)

or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## 3. DESCRIPTION OF SERVICES

Through its Web property, THE RANAY GROUP provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## 4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) and all charges related thereto.

## 5. USER CONDUCT

A. User shall use

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for lawful purposes only. User shall not post or transmit through  
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any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without THE RANAY GROUP 's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in THE RANAY GROUP's discretion restricts or inhibits any other User from using or enjoying [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) will not be permitted. User shall not use [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with THE RANAY GROUP.

B. Websites belonging to THE RANAY GROUP, being

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[www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au)

[www.wildgingerdiningbar.com.au](http://www.wildgingerdiningbar.com.au)

contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) are copyrighted as a collective work under the Australian copyright laws. THE RANAY GROUP owns copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of THE RANAY GROUP and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

C. User shall not upload, post or otherwise make available on [www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au) any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of



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[www.waterfrontgrill.com.au](http://www.waterfrontgrill.com.au)

[www.wildgingerdiningbar.com.au](http://www.wildgingerdiningbar.com.au)

by User.

D. The foregoing provisions of Section 5 are for the benefit of THE RANAY GROUP, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## 6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the

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same.

- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

THE RANAY GROUP has no obligation to monitor the Communication Services. However, THE RANAY GROUP reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. THE RANAY GROUP reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. THE RANAY GROUP reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in THE RANAY GROUP's sole discretion. Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination;

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any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized THE RANAY GROUP spokespersons, and their views do not necessarily reflect those of THE RANAY GROUP.

#### 7. MEMBER ACCOUNT, PASSWORD & SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing THE RANAY GROUP with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify THE RANAY GROUP immediately of any unauthorized use of User's account or any other breach of security. THE RANAY GROUP will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by THE RANAY GROUP or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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[www.wildgingerdiningbar.com.au](http://www.wildgingerdiningbar.com.au)

B. Websites

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F. Force majeure – neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of god, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications). The party affected by any such event shall notify the other party within a maximum of fifteen (15) days from its occurrence. The performance of this agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this agreement.

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#### 15. MONITORING

THE RANAY GROUP shall have the right, but not the obligation, to monitor the content of www.waterfrontgrill.com.au, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by THE RANAY GROUP and to satisfy any law, regulation or authorized government request. THE RANAY GROUP shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.waterfrontgrill.com.au. Without limiting the foregoing, THE RANAY GROUP shall have the right to remove any material that THE RANAY GROUP, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### 16. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless THE RANAY GROUP, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of THE RANAY GROUP by User or User's Account.

#### 17. TERMINATION

Either THE RANAY GROUP or User may terminate this Agreement at any time. Without limiting the foregoing, THE RANAY GROUP shall have the right to immediately terminate User's Account in the event of any conduct by User which THE RANAY GROUP, in its sole



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discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

#### 18. MISCELLANEOUS

This Agreement and any operating rules for

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established by THE RANAY GROUP constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The agreement shall not be modified, except in writing, signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the New South Wales of Australia exclusive of its choice of law principles. The NSW courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal importance.

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#### PRODUCT DEFINITION:

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