



## TERMS AND CONDITIONS FOR ONLINE SALE OF GOODS

### 1 Terms of service

- 1.1 Please read the terms and conditions (the “**Terms of Service**”) set forth below as they apply to your access and use of our services, including our various websites, APIs, email notifications, applications, buttons, and widgets and/or purchasing a Product from us (each a “**Service**” and collectively “**Services**”), and any information, text, graphics, photos, or other materials uploaded, downloaded, or appearing on the Services (collectively referred to as “**Content**”). Your access to and use of the Services signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.
- 1.2 By accessing and/or using the Services, you represent that you are 18 years old or above and are legally capable of entering into binding contracts.
- 1.3 If you do not accept these Terms of Service, please discontinue use of the Services immediately.
- 1.4 In these Terms of Service, “**Product**” means any goods listed on our site that you can submit an order for through our site.

### 2 Privacy policy

- 2.1 These Terms of Service refer to the additional terms in our privacy policy (the “**Privacy Policy**”), which also apply to your use of our Services.
- 2.2 Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information both within and outside of Hong Kong for storage, processing, and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Nutrition Kitchen Account and which you may not be able to opt-out from receiving.

### 3 Information about us

The Services are provided and operated by **CPJ International Limited (trading as Nutrition Kitchen HK) (we or “Nutrition Kitchen”)**. We are a limited liability company registered in Hong Kong with registered number \_\_\_\_\_ and have our registered office at 7F, Compass Offices, Nan Fung Tower, 88 Connaught Road, Central.

### 4 Changes of terms

We may amend the Terms of Service from time to time at our sole discretion without notice or liability to you. It is your responsibility to check this page periodically for changes. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

### 5 Changes to our services

- 5.1 The Services that we provide are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. In addition, we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and not be able to provide you with prior notice. We

also retain the right to create limits on use and storage at our sole discretion at any time and without prior notice to you.

- 5.2 We make no representations, warranties, or guarantees, whether express or implied, that our Services or any Content on our site is accurate, complete, or up to date.

## 6 **Accessing our services**

- 6.1 We do not guarantee that our Services or any content will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

- 6.2 You are responsible for making all arrangements necessary for you to have access to our Services.

- 6.3 You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and other applicable terms and conditions and that they comply with them.

## 7 **Formation of a contract**

- 7.1 The information set out in these Terms of Service and any of the Services do not constitute an offer for sale but rather an invitation to treat. All orders submitted by you through our site shall be deemed to be an offer made by you to purchase the selected Products set out in your order upon these Terms of Service (an “**Order**”). No binding agreement for us to sell you any Product is made until we accept an Order in accordance with these Terms of Service.

- 7.2 To submit an Order you will be required to follow the online shopping process described on the site. After submitting an Order, you will receive an order confirmation (the “**Order Confirmation**”) that will act as an acknowledgement of your Order.

- 7.3 Processing of payment of an Order shall not in itself constitute acceptance of the Order by Nutrition Kitchen. Where an Order is refused or cancelled by Nutrition Kitchen, we will reverse or refund any payment already made for such Order in accordance with our prevailing refund policy at such time.

- 7.4 An Order is only considered accepted by Nutrition Kitchen upon the Order being shipped to the address provided by you.

## 8 **Product information, price, and payment**

- 8.1 Whilst Nutrition Kitchen makes best efforts to provide you with accurate and up-to-date images, details, descriptions, prices, and promotional information, there may be instances where errors and differences may occur. We cannot guarantee that your electronic display of any Product colour or image will be accurate. Nutrition Kitchen shall not be liable for any errors or differences in the images, details, descriptions, prices, and promotional information listed through our Services.

- 8.2 Nutrition Kitchen is under no obligation to fulfil an Order if the price listed on our website is incorrect (even after an Order Confirmation has been sent by us). If we discover an error in the price of any Products which you have ordered, we will inform you and give you the option of reconfirming your Order for such Product at the correct price or cancelling it. By confirming your Order for such Product, you authorise us to charge the additional amounts to you. If we are unable to contact you, we will treat the Order for such Product as cancelled. If you cancel your Order for such Product, we will refund payment in accordance with our prevailing refund policy at such time.

- 8.3 Where applicable, prices are inclusive of tax and are in Hong Kong Dollars.

- 8.4 Where applicable, delivery fees will be charged in addition to the price of the Product. Such

charges will be displayed and included in the final total when you submit your Order.

8.5 We accept payment for Orders by the following payment methods:

Major credit cards, including Visa, Mastercard.  
Paypal

8.6 By placing your Order, you authorise us to transmit information to or obtain information about you from third parties from time to time and this may include requesting pre-authorisation on your card to ensure there are sufficient funds available to complete the transaction, authentication of your identity, validation checks on your credit card by the issuer, protection against fraud and to enable delivery of your Order. By placing your Order, you are confirming that the card belongs to you or that you are the legitimate holder of the Promotional Voucher, and have sufficient funds or credit facilities to cover the cost of the Order.

## 9 **Promotions and vouchers**

9.1 Nutrition Kitchen may from time to time run promotions, contests, or other privilege programmes (a “**Programme**”) that are subject to additional terms and conditions which are hereby incorporated by reference into these Terms of Service and can be found on our site at such applicable time.

9.2 Nutrition Kitchen may from time to time make available vouchers, codes, coupons, credits, or gift vouchers (a “**Promotional Voucher**”). A Promotional Voucher may be subject to additional terms and conditions which are hereby incorporated by reference into these Terms of Service and can be found either on the Promotional Voucher or on our site at such applicable time.

9.3 Each Programme and Promotional Voucher is valid for the time period specified by Nutrition Kitchen.

9.4 Each Promotional Voucher is only eligible for single use and cannot be used in conjunction with any other Programme or Promotional Voucher unless otherwise stated or explicitly agreed to by Nutrition Kitchen.

9.5 A Promotional Voucher:

- (a) cannot be refunded, redeemed, or exchanged for cash;
- (b) is non-replaceable if lost, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated;
- (c) cannot be resold, transferred, or shared, except for a gift voucher which may be purchased by you and given to others;
- (d) cannot be reproduced, adapted, altered, or otherwise tampered with;
- (e) will be declared null and void by Nutrition Kitchen where, in our sole discretion, such Promotional Voucher is suspected to have been used in breach of these Terms of Service.

9.6 Nutrition Kitchen’s decision on all matters relating to each Programme or Promotional Voucher is final and binding.

9.7 Nutrition Kitchen reserves the right to discontinue any Programme or Promotional Voucher programme at any time, in our sole discretion, without notice or liability.

## 10 **Refusal of order**

10.1 Nutrition Kitchen reserves the right to withdraw any Products from sale on the site at any time. Whilst Nutrition Kitchen will make best efforts to process all Orders, there may be exceptional circumstances where we need to refuse to process an Order after an Order

Confirmation has been sent by us, which we reserve the right to do at our sole discretion.

10.2 If we refuse or cancel your Order for any reason and you have already made payment for your Order, we will refund payment in accordance with our prevailing refund policy at such time.

## 11 **Delivery**

11.1 Our delivery fees are:

Free Delivery

11.2 We will aim to deliver the Product to you at the place of delivery specified in your Order at the delivery time indicated by us in your Order confirmation according to our delivery route.

11.3 We will make best efforts to deliver the Products at the proposed delivery time but cannot and do not guarantee that delivery times will be met and, to the extent permitted by law, Nutrition Kitchen shall not be liable to you or any third party for any losses, liabilities, costs, damages, charges, or expenses arising out of late delivery.

11.4 Your signature may be required to accept delivery. If you are not available to sign for the Product upon an attempt of delivery, we may leave a card with instructions and terms, hereby incorporated by reference, for either re-delivery or collection.

11.5 There may be locations that we are unable to deliver to, in which case we will inform you using the contact details provided by you when submitting your Order and arrange for an alternative delivery method or cancellation of your Order.

## 12 **Returns**

We do not accept returns of any Product, except where we are required to by law.

## 13 **Refunds**

Where Nutrition Kitchen determines that a refund is to be made under these Terms of Service, payment will be reversed or refunded via the same method that payment was originally made. In the event a reversal cannot be done, we will contact you via the contact details provided when you submit your order to determine an agreed refund method.

## 14 **Your licence to use the services**

Nutrition Kitchen gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive licence to use the software that is provided to you by us as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Nutrition Kitchen in the manner permitted by these Terms of Service.

## 15 **Our intellectual property rights**

15.1 All intellectual property rights subsisting in respect of the Services belong to Nutrition Kitchen or have been lawfully licensed to Nutrition Kitchen for use in connection with the Services. All rights under applicable laws are hereby reserved. You agree not to upload, post, publish, reproduce, transmit, or distribute in any way any component of the website itself, the Content, or any access to any Service, or create derivative works with respect thereto, except with the prior written consent of Nutrition Kitchen or unless expressly permitted in these Terms of Service. The website, Content, and Services are copyrighted under applicable laws.

15.2 You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the "**Feedback**") in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges, and/or other payments in

relation to our use, disclosure, adoption, and/or modification of any or all of your Feedback.

## 16 **Limited liability and warranty**

Please read this section carefully since it limits the liability of Nutrition Kitchen and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “**Nutrition Kitchen Entities**”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

- 16.1 **YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE." THE SERVICES ARE FOR YOUR PERSONAL USE ONLY AND THE Nutrition Kitchen ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.**
- 16.2 **WHERE THE BUYER IS DEALING AS A CONSUMER (AS DEFINED IN THE SALE OF GOODS ORDINANCE (CAP 26) SECTION 2A AND/OR THE CONTROL OF EXEMPTION CLAUSES ORDINANCE (CAP 71) SECTION 4), ALL OTHER WARRANTIES, CONDITIONS, OR TERMS RELATING TO FITNESS FOR PURPOSE, QUALITY, OR CONDITION OF THE GOODS, WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 16.3 **THE ENTIRE LIABILITY OF THE Nutrition Kitchen ENTITIES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS AND/OR SERVICES OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY MATERIAL, PRODUCT, OR SERVICE OFFERED THROUGH US OR OUR SERVICES. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.**
- 16.4 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE Nutrition Kitchen ENTITIES EXCEED ONE THOUSAND HONG KONG DOLLARS (HKD 1,000)**
- 16.5 The Nutrition Kitchen Entities shall not guarantee or assume any responsibility that:
- (a) the information presented in our Services is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference;
  - (b) the information presented in our Services is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data or equipment;
  - (c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay, or loss;
  - (d) access to the Services will be available or be uninterrupted;
  - (e) use of the Products and/or Services will achieve any particular result; or
  - (f) defects in the Services will be corrected.
- 16.6 Without limiting the generality of the foregoing, in no event will the Nutrition Kitchen Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damages, including any loss of business or profit, arising out of any

use, or inability to use, the information or the Products and/or Services, even if any of the Nutrition Kitchen Entities has been advised of the possibility of such loss or damages.

- 16.7 You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the Products and/or Services. You are responsible to ensure that your use of the information, Products, and/or Services complies with all applicable legal requirements.
- 16.8 Without prejudice to the foregoing, if your use of the Products and/or Services does not proceed satisfactorily and/or where applicable you do not receive appropriate responses to such use from us, as set out in these Terms of Service or otherwise, you are advised to contact us at [info@nutritionkitchenhk.com](mailto:info@nutritionkitchenhk.com). No such lack of response shall be deemed to constitute any acquiescence or waiver.
- 16.9 You hereby indemnify Nutrition Kitchen against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) suffered or incurred by Nutrition Kitchen in connection with any claim made against Nutrition Kitchen for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Products and/or Services. This clause shall survive termination of the Terms of Service.
- 16.10 The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

## 17 **Content copyright policy**

Nutrition Kitchen respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorised to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, your telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate and that you are authorised to act on behalf of the copyright owner.

## 18 **Use of the services**

- 18.1 We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to refuse any Order, to merge, suspend or terminate Accounts, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of Nutrition Kitchen, its users, and the public.
- 18.2 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform in order to access our site. You should use your own virus protection software.
- 18.3 You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Nutrition Kitchen's computer systems, or the technical delivery systems of Nutrition Kitchen's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the

Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, trojan, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

18.4 We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## 19 **Linking to us**

You may link to our Services provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

## 20 **Third-party links and resources in our site**

20.1 The links from the Services may take you to other sites or services and you acknowledge and agree that Nutrition Kitchen has no responsibility for the accuracy or availability of any Information provided by third parties' services and websites.

20.2 The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Nutrition Kitchen on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that Nutrition Kitchen and its third-party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

20.3 Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising, or other materials available made available by such third parties.

## 21 **Indemnity**

You agree to defend, indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

## 22 **Severance**

The illegality, invalidity, or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

## 23 **Several users**

If there are two or more persons adhering to these Terms of Service as user, their liability under the Terms of Service is joint and several and their rights are joint.

## 24 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 25 **Termination**

25.1 The Terms of Service will continue to apply until terminated by either you or us as follows.

25.2 You may end your agreement with us at any time for any reason by discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services.

25.3 We may cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms of Service or (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

25.4 In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

25.5 Nothing in this section shall affect our rights to change, limit, or stop the provision of the Services without prior notice, as provided above in Clause 5 **Changes to our services**.

## 26 **Force majeure**

26.1 No party shall be in breach of these Terms of Service nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Service if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

26.2 The affected party shall use all reasonable endeavours to mitigate the effect of a force majeure event on the performance of its obligations.

26.3 A force majeure event shall include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, or interference from civil or military authorities.

## 27 **Governing law and jurisdiction**

These Terms of Service shall be governed by the laws of the Hong Kong Special Administrative Region. You agree to submit to the exclusive jurisdiction of the Hong Kong courts.

## 28 **Languages**

In case of discrepancies between the English version and any other language versions of these Terms of Service and contents of this site, the English version shall prevail.

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