

## BAMBOO BOWLS MOBILE APPLICATION AND WEBSITE

### GENERAL TERMS AND CONDITIONS

By accessing and using bamboo bowls Mobile application and Website, you shall be deemed to have accepted to be legally bound by these Terms and Conditions. If you do not agree to these Terms and Conditions , please do not use bamboo bowls Mobile application and Website.

The Terms and Conditions stated herein (collectively, the “**Terms and Conditions**”, “Terms” or this “**Agreement**”) constitute a legal agreement between you (the “**User**” or “**you**”) and Clean Eats & Co Pte. Ltd. (“**bamboo bowls**”, “**we**” or “**us**”, “Clean Eats & Co”). The Mobile Application and Website shall be collectively referred to as “Platform”. Users shall mean any person/persons who create an Account on the Platform to avail the services offered by us.

By using bamboo bowls mobile application (the “Application” or “bamboo bowls App”) supplied to you by Clean Eats & Co and its affiliates and downloading, installing or using any associated software supplied by Clean Eats & Co (the “Software”) which provides a platform for the Users to create an Account on the Platform to avail the services to order bamboo bowls Food and Beverage Products (each a “Service”, together “Services”), you hereby expressly acknowledge and agree to be bound by these Terms and Conditions , and any future amendments and additions to these Terms and Conditions as published from time to time on bamboo bowls App and Website and your continued use of the Services after any such changes, whether or not review by you, shall constitute your consent and acceptance of the revised Terms and Conditions . Notwithstanding the foregoing, Clean Eats & Co will provide reasonable notice of any changes, which Clean Eats & Co in its reasonable discretion deems material, to these Terms and Conditions following which your continued use of the Services will be deemed to confirm your acceptance of such changes.

Please read carefully these Terms and our Privacy Policy, which may be found [here](#), and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform. Failure to use the Platform in accordance with these Terms may subject you to civil and criminal penalties.

We reserve the right to recover the cost of services, collection charges and lawyers’ fees from persons using the Platform fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Platform and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS PLATFORM YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE PLATFORM ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS

FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS PLATFORM, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

**DEFINITIONS:**

- A. "Agreement" or "Terms and Conditions" or "Terms" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the App and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- B. "bamboo bowls" means the online platform that wherein the users shall create an account to purchase bamboo bowls foods and beverages which are listed on the Platform.
- C. "Account" means the accounts created by the Users on our App in order to use the Services provided by us and require information such as name, email address, password, contact number etc.
- D. "Account ID" shall mean the details of the User Account which it has created on the Platform.
- E. "Content" means text, graphics, images, music, audio, video, information or other materials.
- F. "User" shall mean the persons who create an account on the App to avail the services of the App/Website.
- G. "Platform" shall mean the Mobile Application and Website collectively.
- H. "Delivery Partner" shall mean the authorised delivery agent who performs services for us.
- I. "Merchant" shall mean bamboo bowls and such other persons who are authorised by us to list their products on our platform for the users to purchase.

**1. GENERAL**

- 1.1. These Terms and Conditions may be changed from time to time. We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears on the Platform.
- 1.2. We provide a platform for the users to avail the services offered by us. The users shall be required to create an Account to purchase the bamboo bowls food and beverages retail goods and services which are listed on the Platform.

**2. ELIGIBILITY AND REGISTRATION**

- 2.1. Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.
- 2.2. Without limiting the foregoing, the Platform is not available to children (persons under the age of 16) or Users who have had their User account temporarily or permanently deactivated. By becoming a User and/or availing our services, you represent and warrant that you are at least 16 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You represent and warrant that you are at least 16 years old. Individuals under the age of 16 must at all times use our Services only in conjunction with and under the supervision of a parent or legal guardian who is at least 16 years of age. In this all cases, the adult is the user and is responsible for any and all activities. Our App reserves the right to terminate and/or refuse to provide you with access to the App if it is brought to the App's notice or if it is discovered that you are under the age of 16 (sixteen) years.
- 2.3. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

2.4. Our Platform may, in its sole discretion, refuse to offer access to or use of the Platform to any person or entity and change its eligibility criteria at any time.

2.5. In order to create an account and register with us you shall create an account with us.

a. If you wish to create an account on our App then you shall be required to provide certain personal information such as email address, name, contact number and password.

a. You represent and warrant that all required registration information you submit is truthful and accurate, and you will maintain the accuracy of such information. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Our App cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You must not share your password or other access credentials with any other person or entity that is not authorized to access your account. Without limiting the foregoing, you are solely responsible for any activities or actions that occur under your App account access credentials. We encourage you to use a "strong" password (a password that includes a combination of upper and lower case letters, numbers, and symbols) with your account. We cannot and will not be liable for any loss or damage arising from your failure to comply with any of the above.

2.6 You agree to provide and maintain accurate, current and complete information about your Account. Without limiting the foregoing, in the event you change any of your personal information as mentioned above in this Agreement, you will update your Account information promptly.

2.7 When creating an Account, don't:

a. Provide any false personal information to us (including without limitation a false username) or create any Account for anyone other than yourself without such other person's permission;

a. Use a username that is the name of another person with the intent to impersonate that person;

b. Use a username that is subject to rights of another person without appropriate authorization; or

c. Use a username that is offensive, vulgar or obscene or otherwise in bad taste.

2.8 We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at [hello@bamboobowls.com](mailto:hello@bamboobowls.com).

2.9 Our Services are not available to temporarily or indefinitely suspended Users. Our Platform reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our Platform reserves the right to refuse service to anyone, for any reason, at any time.

2.10 One individual/entity can own only one account in his/her/its name.

2.11 You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes. In addition, you must abide by our policies as stated in the Agreement and the App/Website policy documents listed on the Platform as well as all other operating rules, policies and procedures that may be published from time to time on the Platform.

### **3. USE OF PAYMENT METHOD ON BAMBOO BOWLS MOBILE APP**

**3.1. Type of Payment.** The services of the Platform are paid services and the payments made by User. User explicitly agrees to make the payment that user purchases, and User authorizes the Company to charge the User as per the applicable payment mode offered by the Company. All payments shall be through the payment mechanism put in place by the Company and the User shall be responsible for paying all fees and applicable taxes in a timely manner as per the mechanism associated with the Plan availed by You. Users shall make the payment for through the payment gateway provided by the Platform. The payment gateway mechanism is governed

by the terms and conditions of the third-party providers as listed on the Platform and the User agrees to be bound by those terms.

3.2. We shall not be liable for any unauthorized use, fraud, payment refunds, lost amount etc. in the transaction. The amount of refund payable shall only be limited to the amount paid by the User for Services which were not rendered to the User by Us.

- 3.3. Applicable Fees and Charges. Applicable fees and charges may vary for different types of payment method and will be notified to you prior to placing your order. Details of any applicable fees and charges will appear in your order summary prior to placing your payment order.
- 3.4. We reserve the right to amend, modify or add any fees and charges at our sole discretion and at all times, provided however that such fees and charges will be notified to you prior to placing your payment order.
- 3.5. Applicable Fees and charges may include fixed fees or commissions fees as the case may be.
- 3.6. A full statement of your transactions may be downloaded from bamboo bowls App and will be available on your account.
- 3.7. You agree to immediately notify us by visiting our in-App Help Centre of any fraudulent activity in the payment method of which you become aware. Notwithstanding, in this event, we shall not be in any case responsible for any loss, including in the event that such loss has occurred by unauthorized utilisation of your bamboo bowls account details.
- 3.8. We have the right to suspend, or later reverse, the processing of any transaction where we reasonably believe that the transaction may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the Terms and Conditions .
- 3.9. We reserve the right to suspend the use of your account entirely, or block any financial instruments (e.g. credit or debit card) where we reasonably believe that the account activity may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the Terms and Conditions.

#### **4. PAYMENT FORTHE SERVICES**

- 4.1. The services of the Platform are paid services and the payments made by User shall be according to the services opted by the User. All payments shall be through the payment mechanism put in place by the Platform and the User shall be responsible for paying all fees and applicable taxes in a timely manner as per the mechanism associated with the Plan availed by You.
- 4.2. Payments transactions made on bamboo bowls may be made directly through the payment gateway which is provided on the platform.
- 4.3. You may choose to add a credit or debit card, Apple Pay account, PayNow account, Mobile Payment, or any other method of payment as authorized by Clean Eats & Co and available on bamboo bowls Platform. We shall not be liable for any unauthorized use, fraud, payment refunds, lost amount etc. in the transaction. The amount of refund payable shall only be limited to the amount paid by the User for Services which were not rendered to the User by Us.
- 4.4. You agree that we may verify and/or pre-authorize your Funding Sources' details when you first add a new Funding source to your account as well as when you use the Services in order for us to verify that such Funding source is and remain valid from time to time.
- 4.5. In the case of debit or credit cards as Funding Sources, you agree that we may issue a reasonable authorization hold, which is not an actual charge against your card, in order to verify your Funding source via your debit/credit card or debit/credit card token to authenticate your debit/ credit card as a valid Funding source.
- 4.6. In the event of a payment, made using a debit or credit card as your Funding Source, is processed overseas, you will be liable for any additional charges in relation thereto.
- 4.7. The payment shall be made in the Singapore Dollars.

- 4.8. When you make or receive a payment, you are liable to Clean Eats & Co for the full amount of the payment received by, or sent to, you added of any fee if the payment is later invalidated for any reason, including but not limited to any claim, chargeback, or if there is a reversal of the payment.
- 4.9. You agree that we may determine, or in the case where a debit or credit card is used as the Funding Source to work with your debit or credit card issuer, the appropriate party to incur the burden of such claim, chargeback or reversal and, where applicable, to recover any amount due to Clean Eats & Co by debiting such amount. For the avoidance of doubt, if there is an error in relation to a transfer or transaction entry, we reserve the right to re-submit the payment transaction with corrected entries.
- 4.10. You shall be responsible to resolve any disputes arising from or in connection with your debit or credit card company issuer, or your bank in relation to payment on your own. We shall not be responsible for any such lost or misdirected payments.
- 4.11. We reserve the right to change any fees at any time at our sole discretion and any change, update, or modification in the fee shall become effective immediately upon the same being posted/uploaded or notified on our App.

## **V. PRICES**

### **5.1. Food and Delivery.**

5.1.1. All prices listed on bamboo bowls App or Website for any food delivery service by us, or Delivery partner are deemed to be accurate and reflect the price of such Merchant or Delivery partner. We will use our best efforts to update any change of prices as soon as reasonably practicable.

5.1.2. If the price listed is not accurate at the time your order is placed and the Merchant notifies us of the same, we will contact you to inform you of such change. In such an event, you will have the option to confirm your order at the revised price or to cancel your order.

5.1.3. If you are paying for your order directly on bamboo bowls App, we will be responsible for any return and/or refund whenever applicable. However, in no such case, we shall be responsible for the preparation, quality and/or delivery of your order.

### **5.2. Goods and Services.**

5.2.1. All prices listed on bamboo bowls App are deemed to be accurate at the time of publication. However, we reserve the right to alter any such prices at all times, whenever applicable. Prices are inclusive of any applicable taxes. We will use our best efforts to update any change of prices as soon as reasonably practicable.

5.2.2. If the price listed is not accurate at the time your order is placed, we will contact you to inform you of such change. In such an event, you will have the option to confirm your order at the revised price or to cancel your order.

5.3. Upon placement of an order, you warrant and represent that any details you have provided to us are accurate and complete at the time of ordering until completion of your order.

5.4. Upon payment of an order, you warrant and represent that any payment method details you have provided to us is a payment method for which you have full legal authority and that you have sufficient funds to complete the payment of such order.

## **VI. SERVICE FEES.**

6.1. Service fees may be increased from time to time based on demand and other factors related to your location. It is your responsibility to review the Service fees (or the basis on which they will be calculated) carefully before electing to purchase such service. You will be deemed to be aware of and you accept responsibility for all fees incurred by you for such service.

6.2. Clean Eats & Co may update the basis on which Service fees are calculated on bamboo bowls App at any time in its absolute discretion. Any Service fee on or after the date on which the update takes effect shall be subject to the updated calculation.

6.3. Where you choose to make a non-cash payment, you grant to Clean Eats & Co full power and authority to debit the total amount using the default payment method as designated on your account and to remit the Service fees on your behalf to the Delivery Service provider, after deduction (where applicable) of any amounts owed to Clean Eats & Co in accordance with its arrangements with the Delivery service.

6.4. The relevant percentage will be calculated on bamboo bowls App from time to time and may be applied at any time by Clean Eats & Co. We may update the basis on which our fee is calculated on bamboo bowls App, at any time in our absolute discretion. Any update will be notified to you. Any fee payable to Clean Eats & Co on or after the date on which the update takes effect will be subject to the updated calculation.

6.5. GST shall be added separately wherever and whenever applicable.

6.6. As part of the Services, a receipt and/or transaction history will be generated for each instance of Services, documenting the Service fees payable by the User in each instance.

## **VII. ESTABLISHING YOUR IDENTITY**

7.1. Clean Eats & Co is required to comply with all applicable laws, regulations, notices and guidelines issued by the relevant government and regulatory authorities.

7.2. Pursuant to applicable laws, regulations, notices and guidelines, the user in its capacity and as user may be required to provide, either on bamboo bowls App or Website, to Clean Eats & Co any relevant data allowing Clean Eats & Co to establish and verify their identity both at the time of opening and at periodic intervals after opening their Account and on an ongoing basis.

7.3. You hereby acknowledge that Clean Eats & Co may collect such data on request, and use such data provided for the purposes of establishing your identity and implementing an ongoing monitoring program to ensure the adherence of Clean Eats & Co to Singapore laws, regulations, notices and guidelines, together with sharing such data internally with its affiliates and/or with third-party outsources (both in Singapore and overseas), as well as in relation to money transfer and reporting of such data and relevant transactions to the Monetary Authority of Singapore ("MAS") and such other government or regulatory authority as Clean Eats & Co may deem appropriate or as may be required under any applicable laws, regulations, notices and guidelines.

7.4. You warrant and agree that you will cooperate in relation to any anti-money laundering and countering terrorism financing screening that is required and assist Clean Eats & Co in complying with any applicable laws, regulations, notices and guidelines in place. You further agree that you are not a Politically Exposed Person as such term is defined under MAS Notice PSN01/PSN01A/PSN03, and in the event that you become a Politically Exposed Person you warrant and agree to inform Clean Eats & Co of the same immediately. For more information, please refer to our AML/CFT Policy available on bamboo bowls Website.

## VIII. REPRESENTATION AND WARRANTIES

7.1. By using the Services, you expressly warrant and represent that you are legally entitled to accept and agree to these Terms and Conditions . By using the Services, you further warrant and represent that you have the right, authority and capacity to use the Services and abide by these Terms and Conditions . You further confirm that all information you have provided shall be true and accurate.

7.2. You warrant and represent that you shall not, directly or indirectly, open more than one (01) bamboo bowls account.

7.3. Your use of the Services is for your own personal use. You undertake not to authorize others to use your identity to use the Services. You agree to comply with any applicable laws whether in Singapore or otherwise in the country, state and city in which you are present while using the Services.

7.4. You may only access the Services using authorized means. It is your responsibility to check and ensure that you have downloaded a bamboo bowls compatible software for your device. Clean Eats & Co shall not be liable if you do not have a compatible device or if you have downloaded and incompatible software to your device. Clean Eats & Co reserves the right not to permit you to use the Services should you use bamboo bowls App with an incompatible or unauthorized device or for purposes other than which bamboo bowls App is intended to be used.

7.5. By using bamboo bowls App and/or the Services, you expressly acknowledge and agree that:

- you will only use bamboo bowls App and/or the Services for lawful purposes;
- you will only use bamboo bowls App and/or the Services for the purpose for which they are intended to be used;
- You will not use bamboo bowls App and/or the Services for sending or storing any unlawful material or for fraudulent purposes;
- You will not use bamboo bowls App and/or the Services to cause nuisance, annoyance or inconvenience;
- You will not use bamboo bowls App and/or the Services for purposes other than obtaining the Services;
- You will not impair the proper operation of the network;
- You will not try to harm bamboo bowls App and/or the Services in any way whatsoever;
- You will not copy, or distribute bamboo bowls App or other related content without written permission from Clean Eats & Co ;
- You will only use bamboo bowls App and/or the Services for your own use and will not resell it to a third party;
- You will keep secure and confidential your account information such as your password or any identification details we provide you to grant you access to bamboo bowls App and/or the Services;
- You will provide Clean Eats & Co with a valid and certified proof of identity as it may reasonably request or require;
- You acknowledge and agree that only one [1] bamboo bowls account can be registered per mobile phone or other electronic device supporting bamboo bowls App;
- You agree to provide accurate, current and complete information as required for the Services and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times or until your account is closed. You agree that Clean Eats & Co may rely on your information as

accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Clean Eats & Co has the right but not the obligation to terminate your account and your use of the Services at any time with or without notice;

- You will only use an access point or device for which you are authorized to use to access your Account;
- You shall not employ any means to defraud Clean Eats & Co or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by Clean Eats & Co to encourage new usage of the Services by new and/or existing users and/or partners;
- You agree that bamboo bowls App and/or the Services are provided on a reasonable effort basis; and
- You agree to abide by the terms of the Acceptable Use Policy hereunder in relation to your use of bamboo bowls App and/or the Services.

7.6 We reserve the right to Users in order to evaluate compliance with the rules and policies set forth in these Terms of Use and any other policies applicable to use of the Service. If you ever believe that another User has violated the law or is defrauding, threatening or endangering anyone, we urge you to immediately contact the police directly for help.

7.7 Any such commercial or non-authorized use of this Platform shall be at the sole risk and discretion of the users and third parties and the Platform in no way whatsoever promotes or authorizes the same. You shall be solely responsible for any such unauthorized use, promotion and/or commercialization of the App /code/content created any other user of the platform and shall indemnify the App for all losses, claims and damages in this regard.

7.8 You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;

7.9 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the App/Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the App/Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the App/Website. We reserve our right to bar any such activity.

7.10 You shall not attempt to gain unauthorized access to any portion or feature of the App/Website, or any other systems or networks connected to the App/Website or to any server, computer, network, or to any of the services offered on or through the App/Website, by hacking, password "mining" or any other illegitimate means.

7.11 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us, or otherwise engage in any conduct or action that might tarnish the image or reputation, of our Platform or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or our systems or networks, or any systems or networks connected to us.

7.12 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.



7.13 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the App or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

7.14 You may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our Platform and / or others.

7.15 You shall solely enable us to use the information you supply us with, so that we are not violating any rights you might have in your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Platform.

7.16 We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## **VIII. ACCEPTABLE USE POLICY**

8.1. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, Clean Eats & Co or any third party as a result of your breach of any provisions of these Terms and Conditions .

8.2. You agree not to use bamboo bowls App and/or the Services in such a manner that you violate any law, statute, ordinance or regulation.

8.3. Save as permitted by Clean Eats & Co, subject to any applicable laws and regulations, you acknowledge and agree not to perform transaction or any other of your payment methods involving:

- Adult media depicting or related to illegal activity such as child pornography, rape, incest, etc.;
- Airlines of all kinds including but not limited to regular commercial airlines, low-cost carriers, charter and flight tour operators, private jets and helicopter taxis;
- Any goods or services promoting hate, violence, harm or intolerance in any form;
- Any goods or services subject to UN Security Council's sanctions;
- Automotive sales (new and used motor vehicles of any kind);
- Certain credit repair, debt settlement services, credit transactions or insurance activities;
- Branded, trademarked or copyrighted goods of any kind unless the seller is the intellectual property / copyright holder or licensee;
- Circumvention services, devices or software used to circumvent the law or remove copyright protections;
- Computer technical support and IT help desks;
- Crowdsourcing and crowdfunding businesses, lending clubs, offering equity or rewards of any kind;
- Deceptive business practices such as Ponzi / pyramid schemes, multi-level marketing, guaranteed results, investment or trading courses and services;
- Essay mills, paper mills and homework services;
- Event organizers, sale/resale of tickets, event planning and related services;
- File sharing and related services;

- Financial services of any kind, such as lending, micro lending, investment schemes, escrow, collection agencies, bail bond services, debt collectors, credit aggregation, consolidation services, credit card protection and similar services;
- Flammable, explosive, pyrotechnic, toxic and hazardous materials including but not limited to fireworks, explosives, radioactive materials and substances, gunpowder;
- Foreign government entities including but not limited to embassies and consulates;
- Fortune tellers, astrology, card reading, tarot, hypnosis and similar services;
- gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes;
- Government, law enforcement and military issued items including but not limited to uniforms, badges, decorations, unless historical and/or clearly not genuine or official (e.g. toys);
- Human parts of any kind, including but not limited to organs, body parts, human remains, body fluids, stem cells, embryos;
- Illegal drugs, tobacco or health products including substances designed to mimic the effects thereof and related accessories and products used to create or consume them such as bongs, hookahs and similar devices;
- Items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of Singapore or any jurisdiction;
- Jewellery, gems, stones and precious metals;
- Legal and tax consultancy, bankruptcy and any similar services;
- Money service businesses such as remittance, transfer, money orders, prepaid gift cards, stored value facilities, quasi-cash, foreign exchange of currencies and similar services;
- Narcotics, steroids, certain controlled substances or other products that present a risk to consumers' safety;
- No-value-added services of any kind, including but not limited to resale of government offerings without authorization or added value, services that are unfair, deceptive, or predatory towards consumers.
- Offering or receiving payments for the purpose of bribery or corruption;
- Oil and gas, petroleum and derived products;
- Political, religious, spiritual, charitable and non-profit organizations of any kind;
- Private medical practices and e-doctors;
- Products of wildlife trafficking, illegal hunting and poaching of endangered species such as marine mammals, shark fins, rhino horns, ivory, and any similar products;
- Property sharing, timeshares, house-swapping, subletting, bed & breakfast and similar businesses;
- Sale of animals or pets of any kind;
- Sale of social media activity, click farms including but not limited to sale of Facebook likes, Twitter followers, YouTube views;
- Sexually oriented materials or services;
- Spas, relaxation and massage services;
- Stolen goods including unlawfully acquired or copied digital and virtual goods;
- Subscriptions, memberships, free trials and any similar business models where a purchase is conditioned to a subscription;
- Personal information of third parties in violation of Singapore law or any applicable laws;
- The sale of travellers' cheques or money order;

- The sales of products or services identified by Singapore government agencies to have a high likelihood of being fraudulent or to be being transacted by the purchaser in violation of Singapore law;
- Tobacco products, cigarettes, cigars, electronic cigarettes and related products (such as spare parts and recharges);
- Unlicensed travel agents; and
- Weapons of any kind including firearms, ammunition, knives, nunchakus and related products, parts or accessories thereof, weapons or knives regulated under Singapore law, toys, gifts and replicas of any kind resembling closely any of such items.

**8.4. You hereby expressly acknowledge and agree to be bound by the above Acceptable Use Policy and any future amendments and additions to this policy as published from time to time on bamboo bowls App and/or Website.**

## **IX. TAXES**

10.1. You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.

10.2. You further agree to use your best efforts to do everything necessary and required by applicable laws to enable, assist and/or defend Clean Eats & Co to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Services detailed in this Agreement.

10.3. You agree that details of your Account ID and related transactions thereunder may be provided on request to any tax authorities either in Singapore or overseas where the purpose of such request is the lawful payment of tax obligations and/or the identification of assets for taxation.

## **XI. LICENSE GRANT & RESTRICTIONS**

11.1. Clean Eats & Co and its affiliates, where applicable, hereby grant you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use bamboo bowls App and/or the Services, subject to these Terms and Conditions . All rights not expressly granted to you are reserved by Clean Eats & Co and its affiliates, where applicable.

11.2. You hereby acknowledge and agree that you shall not:

- License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party bamboo bowls App and/or the Services in any way;
- Modify or make derivative works based on bamboo bowls App and/or the Services;
- Create internet “links” to bamboo bowls App or “frame” or “mirror” bamboo bowls App on any other server or wireless or internet-based device;
- Reverse engineer or access bamboo bowls App in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the bamboo bowls App and/or the Services, or (c) copy any ideas, features, functions or graphics of bamboo bowls App and/or the Services;
- Launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance bamboo bowls App and/or the Services;

- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of bamboo bowls App, content and/or the Services;
- Post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
- Remove any copyright, trademark or other proprietary rights notices contained in bamboo bowls App and/or the Services.

11.3. You may use bamboo bowls App and/or the Services only for; (i) your personal usage; and (ii) non-commercial purposes. You shall not use bamboo bowls App and/or the Services to :

- Send spam or otherwise duplicative or unsolicited messages;
- Send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights;
- Send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
- Interfere with or disrupt the integrity or performance of bamboo bowls App and/or the Services or the data contained therein;
- Attempt to gain unauthorized access to bamboo bowls App and/or the Services or its related systems or networks’;
- Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Engage in any conduct that could possibly damage Clean Eats & Co or any of its affiliates’ reputation or amount to being disreputable.

## **XII. INTELLECTUAL PROPERTY OWNERSHIP**

12.1. Materials located on bamboo bowls including information and software programs (the “Content”), are protected by copyrights, trademarks and other forms of proprietary rights. All rights, title and interest in the Content are owned by, licensed or controlled by Clean Eats & Co.

Clean Eats & Co and its affiliates, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to bamboo bowls App, Website, Content and/or the Services and by extension, bamboo bowls App, Website, Content and/or the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to bamboo bowls App, Website, Content and/or the Services.

12.2. These Terms and Conditions do not constitute a sale agreement and do not convey to you any rights of ownership in or related to bamboo bowls App, Website, Content and/or the Services or any intellectual property rights owned by Clean Eats & Co .

12.4. For the avoidance of doubt, the term “Application” or ”bamboo bowls App” and “Website” or “bamboo bowls Website” herein shall include its respective components, processes and design in its entirety.

Our Company, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Platform. Access to this Platform does not confer and shall not be considered as conferring upon anyone any license under any of [www.bamboobowls.com](http://www.bamboobowls.com) or any third party's intellectual

property rights. All rights, including copyright, in this App/Website are owned by or licensed to us or third party suppliers. Any use of this Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of our App/Website. You cannot modify, distribute or re-post anything on this App/Website for any purpose.

Clean Eats & Co names and logos and all related product and service and our slogans are the trademarks or service marks of Clean Eats & Co. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this App. Access to this App does not authorize anyone to use any name, logo or mark in any manner.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this App (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the App for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the App or any related software. All software used on this App is the property of our App or its suppliers and protected by Copyright Laws of Singapore. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this App is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our App, one of its affiliates or by third parties who have licensed their materials to us and are protected by Copyright Laws of Singapore. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this App is the exclusive property of our App and is also protected by Copyright Laws of Singapore.

If you learn of any unlawful material or activity on our App, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- 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;
- Your contact information, including your address, telephone number and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.

Notices regarding our Platform should be sent to: [hello@bamboobowls.com](mailto:hello@bamboobowls.com) of our copyright agent to whom copyright infringement complaints can be filed.

### **XIII. REVIEWS, FEEDBACKS AND SUBMISSIONS**

- A. All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by this App/Website or otherwise disclosed, submitted or offered in connection with your use of this App/Website (collectively, the "Comments") shall be and remain our property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we exclusively own all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.
- B. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the App/Website will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the App/Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
- C. Our App/Website does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the App/Website. You grant us the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify us and our affiliates for all claims resulting from any Comments you submit. We and our affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

### **APP/WEBSITE SECURITY**

You are prohibited from violating or attempting to violate the security of the App/Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the App/Website, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this App/Website or any activity being conducted on this App/Website. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this App/Website other than the search engine and search agents available from us on this App/Website

and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

### **THIRD PARTY INTERACTIONS**

13.1. Whenever using the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of, enabled third-party such as service providers, advertisers or sponsors showing their goods and/or services through bamboo bowls App and/or the Services. Such activity, and any of its related terms, conditions, warranties or representations associated, is solely between you and the relevant third-party.

13.2. Clean Eats & Co and its affiliates shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any relevant third-party. Clean Eats & Co does not endorse any third-party's mobile application or website on the internet that are linked through bamboo bowls App and/or the Services and in no event, shall Clean Eats & Co or its affiliates be responsible for any content, products, services or other materials on or available from such mobile application or website owned by or in relation to a relevant third party.

13.2. Clean Eats & Co provides the Services to you pursuant to these Terms and Conditions . You recognize, however, that some partners such as merchants or delivery providers, offering goods and/or services on bamboo bowls App may require your agreement to additional or different Terms and Conditions prior to your use of or access to such goods or services, and Clean Eats & Co or its affiliates is not a party to, and disclaims any and all responsibility and/or liability arising from, such agreement between you and the relevant third-party.

### **XIV. INDEMNIFICATION**

14.1. By agreeing to these Terms and Conditions upon using the Services, you agree that you shall defend, indemnify, and hold Clean Eats & Co , its subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorney's fees and costs and/or regulatory action) arising out of or in connection with:

- Your use of bamboo bowls App and/or the Services in your dealings with third-party merchants, service providers, partners, advertisers and/or sponsors;
- Your violation or breach of any of these Terms and Conditions or any applicable law or regulation, whether or not referenced herein;
- Your violation of any rights of any third party;
- Your misuse of bamboo bowls App, Website and/or the Services.

### **XV. LIMITATION OF LIABILITY AND DISCLAIMER**

15.1. Clean Eats & Co makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accurate or completeness of bamboo bowls App, Website and/or the Services.

The Platform provides content from other Internet Apps or resources and while our Platform tries to ensure that material included on the Platform is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Platform. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold App

responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- Your use of or your inability to use our App, Services and tools;
- Delays or disruptions in our App, Services, or tools;
- Viruses or other malicious software obtained by accessing our App, Services, or tools or any App, Services, or tool linked to our App, Services, or tools;
- Glitches, bugs, errors, or inaccuracies of any kind in our App, Services, and tools or in the information and graphics obtained from them;
- The content, actions, or inactions of third parties, including items listed using our App, services, or tools or the destruction of allegedly fake items;
- A suspension or other action taken with respect to your account.

15.2. bamboo bowls does not represent or warrant that:

- The use of bamboo bowls App, Website and/or the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- The Services and/or any applicable Rewards, as the case may be, will meet your requirements or expectations;
- Any stored data will be accurate or reliable;
- The quality of any products, services, information, rewards or another material purchased or obtained by you on the bamboo bowls App and/or Website will meet your requirements or expectations;
- Errors or defects in bamboo bowls App, Website and/or the Services will be corrected; or
- bamboo bowls App, Website and/or Serves that make the application available are free of viruses or other harmful components.

15.3. To the fullest extent permitted under applicable law, our App/Website or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the App/Website, its services or this User Agreement. Without prejudice to the generality of the section above, the total liability of our App to you for all liabilities arising out of this USER AGREEMENT WHETHER IN TORT OR CONTRACT IS LIMITED TO THE AMOUNT PAYED BY YOU. Our App/Website, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the App/Website or that the operation of the App/Website will be error free and/or uninterrupted. Consequently, our App/Website assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the App/Website; and/or any interruption or errors in the operation of the App/Website. Our App/Website periodically schedules system downtime for the App/Website for maintenance and other purposes. Unplanned system outages also may occur. You agree that we have no responsibility and is not liable for: (a) the unavailability of any of the App/Website; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the App/Website, any Internet service providers or otherwise.

bamboo bowls App, Website and/or its Services and Rewards (if any) are provided to you strictly on an "as is" basis. User understands and agrees that any information or material and/or goods or



services obtained through the service is done at user's own discretion and risk and that user will be solely responsible for any damage resulting from any transaction.

15.4. All conditions, representations and warranties, whether express, implied, statutory or other, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are excluded and disclaimed to the highest and maximum extent allowed under Singapore law.

15.5. bamboo bowls App, Website and/or the Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications including the device used by you or other users being faulty, not connected, out of range of mobile signals or functioning incorrectly. Clean Eats & Co is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

15.6. To the fullest extent permitted by law, Clean Eats & Co shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with your use of bamboo bowls App, Website and/or the Services.

IT SHOULD BE NOTED THAT WE DO NOT KEEP TRACK OF ANY CONTENT POSTED BY THE USERS. WE SHALL NOT BE HELD LIABLE FOR ANY FALSE AND FRIVOLOUS INFORMATION POSTED BY ANY USER. USERS ARE ADVISED TO POST CONTENT ON THE APP AT THEIR OWN DISCRETION AND AFTER ASSURING THE INFORMATION IS TRUE TO THEIR KNOWLEDGE.

## **XVI. TERMINATION**

16.1. These Terms and Conditions shall continue until terminated in accordance with their terms determined at Clean Eats & Co's sole and absolute discretion.

16.2. Clean Eats & Co may terminate these Terms and Conditions and/or suspend or terminate your use of the Services in whole or in part and;

- At any time for any reason by giving notice to you; or
- immediately with or without notice if you are in breach of any term to these Terms and Conditions , without prejudice to Clean Eats & Co's other rights and remedies.

16.3. In the event Clean Eats & Co has reasonable reason to believe you are in breach of these Terms and Conditions , Clean Eats & Co may suspend in whole or in part your account and/or block features available on Bamboo Bowls App without prejudice to its other rights and remedies for the duration of Clean Eats & Co's investigation of your breach of any of these Terms and Conditions . Once such investigation is completed, Clean Eats & Co will notify you of the outcome of the investigation and will;

- close permanently your account if you are in breach of any of these terms; or
- reactivate your access and usage of your bamboo bowls account, without prejudice to any obligations or rights which have accrued to bamboo bowls at the time of the investigation or at the time of termination or expiration.

In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the App affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the App and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

16.4. You are under no obligation to use bamboo bowls App, Website and/or the Services and may cease using them at any time by permanently deleting your account and removing bamboo bowls App from your mobile device, thus disabling your use of the bamboo bowls application. These Terms and Conditions are automatically terminated when you permanently delete your account and remove bamboo bowls App from your mobile device.

16.5. On termination of these Terms and Conditions for any reason, you shall:

- promptly (and in any event within three days), pay any money owed to Clean Eats & Co (which shall become immediately due and payable on termination or expiration) including any outstanding payments in connection with Services ordered by you prior to termination or expiration; and
- immediately deleted your account and fully removed bamboo bowls App from your mobile device.

## **XVII. NOTICES**

17.1. Clean Eats & Co may give notice by means of a general notice of bamboo bowls App, or by electronic mail to your email address linked to your account or by written communication sent by registered mail or pre-paid post to your last residence address added on your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email).

17.2. You may give notice to Clean Eats & Co (such notice shall be deemed given when received by Clean Eats & Co) by email using contact details published on bamboo bowls App and/or Website.

## **XVIII. ASSIGNMENT**

18.1. This Agreement as constituted by the Terms and Conditions as modified from time to time may not be assigned by you without the prior written approval of Clean Eats & Co but may be assigned without your consent by Clean Eats & Co at any time and for any reason.

18.2. Any purported assignment by you in violation of this section shall be void.

## **XIX. GENERAL**

19.1. No joint venture, partnership, employment, or agency relationship exists between you, Clean Eats & Co or any third-party provided as a result of these Terms and Conditions or use of the Services. A person who is not a party to these Terms and Conditions has no right to rely upon or enforce any term of these Terms and Conditions .

19.2. If any provision of the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above.

19.3. The failure of Clean Eats & Co to enforce any right or provision in the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Clean Eats & Co in writing.

19.4. The Terms and Conditions comprise the entire agreement between you and Clean Eats & Co and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.

**19.5. All Personal Information and User Generated Content provided to or displayed on the App and Services are subject to our Privacy Statement.**

**19.6. If there is any inconsistency between the English version of these Terms and Conditions and other language versions, the English version shall prevail.**

19.7 Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

19.8 We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of God;
- (b) natural disasters;
- (c) sabotage;
- (d) accident;
- (e) riot;
- (f) shortage of supplies, equipment, and materials;
- (g) strikes and lockouts;
- (h) civil unrest;
- (i) Computer hacking; or
- (j) malicious damage.

19.9 These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

**19.10 ELECTRONIC SIGNATURE:**

- A. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- B. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the App, you give us permission to provide these records to you electronically instead of in paper form.
- C. By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

- D. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the App or by contacting Customer Support.

#### 20. LEGAL COMPLIANCE:

- A. In addition to this Agreement, you must familiarize yourself with, and comply with the Policies, domestic laws (including common law), state legislation, international laws, statutes, ordinances and regulations regarding your use of our services. Notwithstanding successful conclusion of a transaction you must ensure strict compliance with any particular formalities which, if not complied with, will either render a transaction void or unlawful.
- B. You alone, and not we, are responsible for ensuring that the services and any other activities conducted on the App are lawful. You must ensure that they comply with all applicable laws in Singapore.
- C. You should comply with country, state and federal regulations.

#### 21. DISPUTE RESOLUTION

- A. Generally, transactions are conducted smoothly on our App. However there may be some cases where we and you may face issues. A 'Dispute' can be defined as a disagreement between you and us in connection with a transaction on the App.
- B. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL OR TO PARTICIPATE IN A CLASS ACTION.
- C. If there is a dispute between the users, they shall resolve the issue amongst each other and shall hold the App harmless for any problem arising thereto.
- D. The seat of Arbitration shall be Singapore and the language used for arbitration shall be English.
- E. The award of the arbitration shall be binding on both, you and us.
- F. The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

## IV. CANCELLATION, DELIVERY AND REFUND POLICY

### A. CANCELLATION POLICY

1. If you choose to cancel your order after your order has been confirmed, You, the User-Consumer, must immediately notify us or any relevant third party service providers.
2. No cancellation fee will be charged if the third party service provider accepts your cancellation request. However, if the third party service provider is unable to accept your cancellation, we may charge you with a cancellation fee or the full amount of your order, as the case may be. Cancellation fees may be varied from time to time by Clean Eats & Co and such change may be notified to you through an updated version of this Cancellation policy to be available on bamboo bowls App and Website whenever applicable.
3. If your cancellation request is accepted, we will refund to you the full amount of the transaction paid within seven [7] days on your original source of used for such transaction. If a delivery charge was paid by you, such charge will be included in your refund.

### B. DELIVERY

4. Orders may not be delivered to P.O. boxes and postal codes. Orders shall be delivered to the Recipient's address specified by the User, though not necessarily personally to a Recipient named in person. Orders to addresses with central mail departments shall be delivered to these departments.
5. If you are the Buyer, you are responsible for ensuring that the delivery details (e.g. recipient's name, contact details and delivery address) entered by you on bamboo bowls App are accurate and complete. Clean Eats & Co or the third party service provider shall not be liable in the event of late delivery or non-delivery of ordered items by reason of erroneous delivery details entered by you on bamboo bowls App.

### C. REFUND POLICY

6. For orders made on bamboo bowls App with tracked delivery, Users may submit a refund request to Clean Eats & Co for the following:
  - Item not received or delivered to the recipient's address;
  - Item not as listed;
  - The item is incomplete.
7. Clean Eats & Co reserves the right to reasonably refuse or reject any refund request at its sole discretion and at any time.
8. Eligibility. If you are a User you are eligible to Clean Eats & Co Refund Policy if:
  - (i) Order and transaction payment were made on bamboo bowls App;
  - (ii) You fulfilled all above-mentioned refund policy pre-requisites including submission within the prescribed deadline, and compliance with our Terms and Conditions when performing the transaction ;
  - (iii) You complied with our Terms and Conditions when processing or confirming an order, including that the item ordered complies with the Acceptable Use Policy and must not be subject to any additional exclusions; and
  - (iv) You were unable to find a solution for the same problem using another method of solving.
9. If We determine that the item has not been delivered or collected:

- (i) The User will receive a full refund of items ordered including initial delivery charges paid if applicable; and
- (ii) The third party service provider may have to reimburse such refund to Clean Eats & Co.

10. Exceptions. When a User does not receive an item ordered, exclusions and loss of coverage may occur if:

- the Recipient cannot be reasonably identified or located, or the Recipient refuses delivery; or
- the User was not acting in good faith.

#### **REFUSAL OF DELIVERY**

11. Clean Eats & Co shall not be liable if it concludes that an item could not be delivered to the delivery address specified by the User or to the nearest central mail department for any reason, including because that the address indicated is incorrect, incomplete or inaccessible.

12. In addition, some third-party providers may require for the recipient be present upon delivery. If in-person delivery is mandatory, the User must ensure that the recipient will be present.

#### **POTENTIAL ABUSE**

13. Our Refund policy will not grant refund requests if they fall within any of the exceptions set out above or are otherwise exempted from this Policy. We may also deny refund requests if we detect irregularities and/or potential abuse of our policies, such as multiple attempts to return the item over a period of time etc.