

# Terms and Conditions

## 1. General

1.1 Your use of the Foodtein website: [www.foodtein.com](http://www.foodtein.com) and/or the Foodtein mobile app (“the Platform”) is governed by these terms and conditions (“Foodtein Terms and Conditions”) and the [Privacy Policy](https://www.foodtein.com/) set out at <https://www.foodtein.com/> (“the Privacy Policy”).

1.2 Foodtein Terms and Conditions stated herein constitute a legal agreement between you and Foodtein Berhad (Company No.: 1253722-T), a company incorporated in Malaysia and having its registered address at No. 33A & B, Jalan Melaka Raya 11, Taman Melaka Raya, 75000 Melaka (“Foodtein”, “we”, “us” or “our”).

1.3 Copyright in the whole and every part of the Platform belongs to Foodtein Berhad (“Foodtein”) unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in or on any media to any person without the prior written consent of Foodtein.

1.4 You must read carefully and accept Foodtein Terms and Conditions and all other terms and conditions and policies regarding to the use of the Platform and/or Services and you must agree to the processing of your personal data as described in the Privacy Policy.

1.5 You are said to agree Foodtein Terms and Conditions and all other terms and conditions and policies and any amendments issued by us from time to time by assessing the Platform or the Services.

1.6 If you do not agree to Foodtein Terms and Conditions and the Privacy Policy, do not access and/or refrain from the use of this Platform and/or the Services.

1.7 Foodtein reserves the right to change, modify, add, remove or discontinue all or any part of Foodtein Terms and Conditions at any time our sole discretion. Revisions will come into effect when posted on the Platform without prior notices and you are

deemed to be knowing of and bound by any revision to the foregoing upon their publication on the Platform.

## **2. Governing Law and Jurisdiction**

2.1 Foodtein Terms and conditions are governed by and construed in accordance with the laws of Malaysia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Malaysia. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or un-enforceability will not affect the remainder of these Terms and Conditions, which will continue in full force and effect.

## **3. Foodtein Stockist Information**

3.1 Goods or services specified on the Platform may or may not be on display or available from each of Foodtein stockist in Malaysia.

3.2 Foodtein and its related companies do not make, or authorize any offer or representation by the Platform and do not represent that any goods or services in the Platform that will be offered by or available from the Foodtein stockist around Malaysia at the specified price, or at all, or otherwise sell any goods or services to consumers throughout Malaysia under the name or style including the words "Foodtein".

3.3 Moreover, the purchase of goods or services at each Foodtein stockist in Malaysia shall always be subject to any additional and applicable terms and conditions of sale at the relevant Foodtein stockist.

3.4 Images of goods published in the Platform without any advertised price beside that image are not offered for sale.

3.5 Photographs are for illustrative purposes only and may vary from goods depicted or described.

3.6 International visitors to the Platform should not rely on information contained in the Platform, including without limitation specifications or pricing.

## 4. Terms of Use

4.1 You agree and accept to use the Platform only for the purposes that are permitted by Foodtein Terms and Conditions where any applicable Malaysian law or regulation and/or generally accepted practices or guidelines.

4.2 You agree and accept that you will not engage in any interference action or disruption of the Platform or the servers and networks that host the Platform.

4.3 You agree and accept not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any content or enforce limitations on the use of the Platform or the content.

4.4 You understand, knowing and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

4.5 Foodtein may restrict or terminate temporarily or permanently your access to the Platform, or to guests or members generally at its sole discretion without prior notice. You may be refrained from accessing all and/or parts of the Platform, your account details or other particular contained in your account. Foodtein will not be liable to you or any third party for doing so.

4.6 Foodtein may impose limits or restrictions on the use you may make of the Platform. Foodtein may withdraw the Platform, or alter or remove the Platform functionality at any time without notice to you for any security, technical, maintenance, legal or regulatory reasons, or due to any breach of Foodtein Terms and Conditions.

## 5. Limitation of Responsibility and Liability

5.1 Foodtein may, at any time, add or remove content from the Platform without any prior notice.

5.2 Any article, information or content published on the Platform must be read in accordance with Foodtein Terms and Conditions.

5.3 Foodtein strive to ensure the accuracy of any information and/or data contained on the Platform, you understand and agree to that Foodtein cannot be held wholly responsible for inaccuracies or errors caused by incorrect information and/or data contained therein or by manufacturers or suppliers changing product specifications without notice to this Platform and/or Foodtein.

5.4 You are responsible to make your own inquiries to determine and/or verify information, material or service provided and to assess the suitability, quality of products and to seek for expedient independent advice before acting or relying on any of it to ensure that it reaches your particular requirements. You should report any error or omission in any information, material or service to us at [enquiry@foodtein.com](mailto:enquiry@foodtein.com).

5.5 The Platform with all information and/or data contained therein and/or the Services are provided without any warranties, claims or representations made by Foodtein of any kind either expressed, implied or statutory with respect to the Platform and/or the Services, including, without limitation, warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose.

5.6 You understand and accept that as electronic platforms are subject to interruption or breakdown.

5.7 All content on the Platform is provided solely on an "as is" and "as available" basis without warranty of any kind either express or implied including but not restricted to any implied warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement.

5.8 Foodtein does not warranty as to the accuracy, completeness, currency, all time available, accessible, uninterrupted, timely, secure or reliability of any content available through the Platform.

5.9 You agree and accept to take all the necessary precautions to ensure that you assessing the Platform is free of viruses.

5.10 The Platform may feature or display third party advertising or content. By featuring or displaying such advertising or content, Foodtein does not in any way represent that Foodtein recommends or endorses the relevant advertiser, its products or services.

5.11 Neither Foodtein nor any third party will be liable for any errors in content, or for any actions you take in reliance on them. Foodtein is not liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.

5.12 The Platform may promote, advertise or sponsor functions, events, offers, competitions or other activities which may be conducted via online or offline and which may be conducted by third parties. These activities may be subject to separate terms and conditions. You are responsible to read and said to accept the separate terms and conditions. You are participating in any such activities at your own risk. Foodtein does not have any responsibility in connection with your participation in activities conducted by any other party.

## **6. Intellectual Property Rights**

6.1 The Platform is protected by the laws of Malaysia. Except for your informational, personal, non-commercial use as authorized above, You acknowledge that any intellectual property rights, including graphics, logos, trademarks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to the Platform are owned by Foodtein, the Licensor, or in some cases, a related company of them, or any other third party, and that these remain the property of their respective owners and must not be used in any manner without the prior written consent of the owner.

6.2 Nothing contained on the Platform is to be interpreted as a recommendation to use any information on the Platform in a manner which infringes the intellectual property rights of any person.

6.3 All the content of the Platform is only for personal and non-commercial use. You may not in any form by any means reproduce, modify, distribute, transmit, publish or display or create derivative works from any part of the Platform or commercialize any information obtained from any portions of the Platform without express written consent of Foodtein or, in the case of third party material, from the owner of the copyright in that material.

6.4 You may not modify or copy the layout or appearance of the Platform nor any computer software or code contained in the Platform, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Platform.

6.5 You understand that you will automatically grant to Foodtein an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content if you correspond or otherwise communicate with Foodtein, This may include, but is not limited to, publishing testimonials on the Platform and developing your ideas and suggestions for improved products.

## **7. Links to Other Websites**

7.1 The Platform may contain links to other websites or resources which operated by third parties. These linked websites are not under authorization of Foodtein and Foodtein shall not be held responsible for the content available on any linked websites.

7.2 The inclusion of any link does not imply Foodtein's endorsement of the content of the linked website. You shall access linked websites at your own risk. Subject to any non-excludable rights, Foodtein disclaims all liability either, express and implied,

as to the accuracy, value, legality or otherwise of any materials or information contained on linked websites. You should read carefully the terms of use and privacy policies of all other party's websites that you visit.

7.3 Foodtein reserves the right to prevent third parties from linking to the Platform.

## **8. Secure Data and Transmissions**

8.1 Due to the nature of the internet, Foodtein does not warrant/guarantee that any data transmission or your access is totally secure, free from viruses, fault or other conditions which could damage or interrupts with your computer systems. Whilst Foodtein and its third parties try our best endeavour to take reasonable steps to protect information. You therefore transmit to the Platform at your own risk. However, Foodtein or its third party will take precaution to preserve its security once receives your transmission. If you become aware of any problems with the security of the Platform, please contact us at [enquiry@foodtein.com](mailto:enquiry@foodtein.com) immediately.

8.2 It is your responsibility to ensure that the process which you use to access the Platform or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. Neither Foodtein nor its third parties will not liable for any interference or damage to your own computer system which arises in connection with your use of the Platform, any website or any linked website.

## **9. Cookies**

9.1 You agree that your cookies may be used on the Platform when browsing the Platform to gather data in relation to the Platform. However, you can change your cookie settings for our site.

9.2 You are expected to read this with Our Use of Cookies in Privacy Policy.

## 10. Use of Your Information and Material

10.1 Foodtein reserves the right to the use of all information of the Platform and all information provided by you in any manner which the Platform may be improved or materials which may be added to the Platform.

## 11. Privacy Policy

11.1 The [Privacy Policy](#) available on the Platform illustrates the personal information is collected and managed by Foodtein.

## 12. Disclaimer

12.1 Foodtein makes no representations or warranties of any kind either in express or implied, in relation to any information, content, materials or products included in the Platform or to its availability, functionality or performance, except as otherwise provided under any applicable law.

12.2 Foodtein and any Foodtein Stockist do not liable for any loss or damage, howsoever caused (including through negligence or matters outside their control or any unforeseen event), which you may directly or indirectly suffer in connection with your use of the Platform or any linked website, nor do they liable for any such loss arising out of your use of, or reliance on, information contained on, or accessed through the Platform. To the maximum extent permitted by law, Foodtein and any Foodtein Stockist disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of the Platform or the information that it contains.

12.3 The use of the information on the Platform is at your own risk. To the extent permitted by law, Foodtein and any Foodtein Stockist exclude all liability of any of them in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on the Platform or provided through the Platform through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data,

income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, Foodtein and any Foodtein Stockist limit their liability to the re-supply of the relevant information or services.

12.4 You agree to indemnify Foodtein and any Foodtein Stockist and other persons involved in the creation of the Platform from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of the Platform, any information that you provide via the Platform or any damage that you may cause to the Platform. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

# Terms and Conditions of Sale

## 1. Interpretation

### 1.1 In these Terms:

“Foodtein” means Foodtein Berhad (Company No.: 1253722-T), a company incorporated in Malaysia and having its registered address at No. 33A & B, Jalan Melaka Raya 11, Taman Melaka Raya, 75000 Melaka (“Foodtein”, “we”, “us” or “our”);

“you”, “user”, “member”, “buyer” and “guest” means anyone who visits, purchases and/or uses the Platform;

“Platform” means the Foodtein website: [www.foodtein.com](http://www.foodtein.com) and/or the Foodtein mobile app;

“Goods” means the products made available for sale on the Platform, i.e. Foodtein Complete;

“Services” means the use of any services, information and functions made available by Foodtein at the Platform;

“Foodtein Terms and Conditions” means these Terms and Conditions of Sale and all other terms and conditions and policies pertaining to the use of the Platform and the Services;

“Third Party Agents” mean any agent or contractor of Foodtein, or of any of its related entities, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the Platform, and includes any of them

“Order” means an offer made by you in response to an invitation to treat made by Foodtein through the Platform.

1.2 Any reference in these Conditions to any statutory provision shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

## **2. Basic of the Contract**

2.1 You understand and accept that your purchase of goods from the platform is subject to Foodtein Terms and Conditions, the Terms and Conditions of Sale, the [Privacy Policy](#) and any other Terms herein (collectively referred to here as "Terms"). If you do not agree to these Terms, do not access and/or refrain from the use of this Platform and/or the Services and do not make any purchase on the Platform.

2.2 You and Foodtein may enter into a sale contract by you making an offer to Foodtein through the Platform, where you placed order on the Platform for the purchase of the Goods at the specified price, subject to these Terms.

2.3 We strive to provide accurate description of the Goods, including photographs, drawings, delivery details, appearance, performance, dimensions, weight, and consumption of operating material or any other information. However, we do not warrant that such description is accurate, current or free from error. In the event that the Goods you receive is fundamentally different from the description on the Platform and which the Buyer has ordered, you should refer to the Return and Refund Policies.

2.4 Any typographical clerical or other error or omission in any part of the Platform, invoice or other document or information provided by Foodtein in the Platform shall subject to correction without any responsible on the part of Foodtein.

2.5 We reserve the right to change, modify, add, remove or discontinue all or any part of Terms and Condition of Sale at any time on our sole discretion. Such revisions will come into effect when posted on the Platform without any prior notice and you are deemed to be knowing of and bound by any revision to the foregoing upon their publication on the Platform. We are willing to provide you with the notice of the revised terms if you agree to receive email notification of the revision from us or by a third party.

2.6 You must read carefully and accept review the terms for amendments each time you use the Platform and before placing any Order. You are said to agree Terms and Conditions of Sale and all other terms and conditions and policies and any amendments issued by us from time to time by assessing the Platform or the Services.

### **3. Guests and Registered Users**

3.1 You may access and/or use the Platform as a guest or register as a member.

3.2 To register as a member of the Platform, you must provide your full name in accordance with your National Registration Identity Card ("NRIC"), address, telephone number, a valid email address, date of birth and a password (NRIC number are optional). You may not able to activate your membership if you failed to provide accurate and complete particular we required and/or supply goods and/or services to you. You acknowledge and consent to remain and/or keep your current membership particular at all times by accessing your account via the Platform or by any communication that contacting Foodtein.

3.3 An email will be sent to you after you create your membership account. If you do not receive any email, please check you Spam Mail and/or Junk Mail; or please contact us by email at [enquiry@foodtein.com](mailto:enquiry@foodtein.com).

3.4 Only one email address is allowed for one registration.

3.5 You must not use another member's account without permission.

3.6 It is your responsibility to ensure your password is secured and you are expected to be aware of any activity on your account. You should notify us immediately if you become aware of any security breach or any unauthorized access of your password or account.

3.7 We reserve the right to restrict or terminate temporarily or permanently a member's account without prior notice for any reason whatsoever including without limitation, if we suspect that you have breached or you have breached these Terms.

## 4. Legal Capacity

4.1 You must be of the age of majority (18 years of age) in order to use the Platform. By using the Platform, you are confirming that you meet the minimum age requirement. If you are under age of majority, you may use the Platform only with the involvement of a parent or guardian.

4.2 We reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an Order to be placed, for any loss or damage of any kind Foodtein may suffer as a result of a transaction entered into by a minor.

## 5. Orders

5.1 You should read and inspect carefully any proposed Orders before adding them to your shopping cart and proceeding with your Order.

5.2 Please note that representations of goods or services for sale made by Foodtein on the Platform do not constitute an offer to sell but an invitation to treat.

5.3 You and Foodtein may enter into a contract for the sale and supply of goods or services by you making an offer through the Platform to purchase goods at the price advertised at the time you purchase the goods on the Platform by:

- (a) Placing an Order for the goods or services using the Platform;
- (b) You have confirmed the Order details in accordance with the procedure on the Platform;
- (c) You make payment in full with any applicable delivery and handling charges on the Platform; and
- (d) The acceptance of that from Foodtein by sending you an email notification.

5.4 You will be considered as taken to have communicated your offer to purchase good(s) or services only:-

- (a) All the requirements illustrated in these Terms have been met;

- (b) The offer from you enters into our Platform is recorded in our database; and
- (c) We receive in full payment from you for the goods or services with any applicable delivery and handling charges on the Platform and confirmation of that payment is received by our database.

5.5 You acknowledge and understand that:-

- (a) The transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by Foodtein for reasons beyond either parties' reasonable control and/or any unforeseen event including but not limited to, electronic failure, mechanical, software, computer, or telecommunications failure, or the omission or failure of third party providers or systems.
- (b) Foodtein is not liable to you in any way for any loss or damage of any kind, however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the Platform, or any failure to receive an electronic instruction for whatever reason to the maximum extent permitted by law.
- (c) Foodtein may act on and process all completed electronic instructions transmitted or issued through the Platform without further consent from or reference to you.
- (d) Foodtein may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- (e) An email will be sent to you after you create your membership account. If you do not receive any email, please check you Spam Mail and/or Junk Mail; or please contact us by email on [enquiry@foodtein.com](mailto:enquiry@foodtein.com).

5.6 If any of your Order is rejected, Foodtein will notify you either by telephone or by an email and will arrange for a refund of any payment made by you to be processed.

5.7 Foodtein reserves the right to accept or reject any offer made by you for any reason but not limited to an error in the advertised price for, or description of, goods or services on the Platform, or an error of any kind in or relating to your Order.

5.8 The stock availability is accurate to the last known stock level where it is subject to change. If we are unable supply particular goods, we will notify you either by telephone or email.

5.9 Foodtein will be deemed to have accepted your Order on the first to occur of issue to you ie a tax invoice for the sale and the fulfilment of your Order.

5.10 Foodtein shall be deemed to have accepted your offer, upon the sending to you of the email notification that confirming your purchase, hence no cancellation of your Order by you shall be permitted and no refund shall be process by us in respect of such goods.

5.11 Any query about the progress of your Order, please contact the Our Customer Service Team at [enquiry@foodtein.com](mailto:enquiry@foodtein.com). Please have your Order number as shown on the email confirmation or from your account's Order History.

## **6. Price**

6.1 Prices shown are nett price in Ringgit Malaysia (RM) where applicable. Prices may not include delivery and handling fees. Prices shown in the Platform are subject to change at any time.

6.2 Images or illustrations of goods shown without any advertised price beside that images or illustrations are not offered for sale unless otherwise stated.

6.3 We reserve the right to correct, amend, modify or remove any errors published on the Platform at any time.

## **7. Payment**

7.1 All payments must be made in full prior to delivery/pick up, including any applicable delivery or handling charges through the payment methods we provide as following:-

(a) debit card

(b) online banking

(c) cash on delivery

Cash on Delivery is available within the region of Johor Bharu and Melaka with a fee as may be prescribed by Foodtein for each order. We reserve the right to schedule the delivery time. The Goods will only be handed over to you upon full payment in cash.

7.2 Payments must be made through the official secure payment gateway iPay88 facilities accessible through the Platform and will be subject to any additional terms and conditions of these providers.

7.3 We will not liable for any damages or consequential losses of any kind whether directly or indirectly suffered by you were a credit/debit card, PayPal, bank account or other payment method is fraudulently used or is used in an unauthorized or improper manner.

7.4 If you are facing any problem with your payment, it is your responsibility to communicate with our Customer Service Team by email at [enquiry@foodtein.com](mailto:enquiry@foodtein.com) and to make alternative payment arrangements. You will be liable for all debt collection costs where you have fail to make payment for any order when payment is due.

## **8. Supply and Delivery/Pick Up**

8.1 Foodtein will sell and supply the goods or services to you as shown on your Order confirmation subject to complying with these Terms of you and acceptance of your Order by Foodtein.

8.2 Foodtein provides two options for you to get your Order as following:-

- (a) The Delivery time will be from Tuesday and Thursday between 10am to 6pm.
- Please note that we provide FREE DELIVERY service for all packages for deliveries in KL, Melaka, Johor and Penang ONLY. For other areas, you will be informed if any additional charges or timing limitations.

(b) Pick Up at Foodtein Johor or Foodtein Melaka from Monday to Friday between – 2pm to 6pm only.

8.3 You will receive your order according to the date you have chosen on the shopping cart's calendar.

8.4 A confirmation will be sent to your email and the delivery/pick up date will be given after your order is completed.

## **9. Receipt of Delivery**

9.1 Our riders follow strictly to our delivery standard of procedure to guarantee/warrant the quality of our products. The riders are advised to never leave the product attended.

9.2 Our rider will contact you on your provided telephone number if they are facing any difficulty in finding your given location and it is your responsibility to ensure that your number is contactable.

9.3 You will be responsible to inspect your item upon receiving it from our riders. If there is any defects, you may notify us within 2 days from the date of receiving the item from our riders by calling our contact number: +60 11-6399 9689 or email us on [enquiry@foodtein.com](mailto:enquiry@foodtein.com). We reserve the right to reject any return, exchange or refund any order deemed unfit or unreasonable.

9.4 Your Order will be return to us if you have failed to receive and to sign your order with our riders. Re-delivery fee will be charged.

9.5 We are not liable for any damage or losses of you that caused through the delivery/pick up service.

9.6 You understand that the delivery/pick up dates are estimates only and we are not responsible for any liability for failure to deliver the goods within the specified time resulting from the delivery delays from our riders or any unforeseen event.

9.7 You understand that we are not responsible for pick up failures or delays by our Foodtein stockists or any unforeseen event.

9.8 Orders for pick up at a Foodtein Stockist must be collected within two (2) days from the relevant Foodtein Stockist by giving you notice via telephone or by email that your Order is available for collection. If your Order is not collected within the given time, the relevant Foodtein Stockist has the right to allocate those goods to another customer and reorder the goods for you.

9.9 You or the person who collects the goods show proof of the order using the QR code inside the invoice. It can be printed out on your own or as stated in your account "My Order" via the Platform.

## **10. Title and risk in goods**

10.1 Title and risk in goods pass to you upon delivery or pick up.

## **11. Disclaimer and Indemnity**

11.1 To the fullest extent permitted by law and without limitation to any other provision of these Terms, Foodtein and each of its related entities, exclude all liability to you or anyone else for any and all loss or damage of any kind (however caused or arising) relating in any way to the Platform (or any goods or services purchased on the Platform) including, but not limited to, loss or damage you might suffer as a result of:

- you acting, or failing to act, on any information contained on or referred to on the Platform and/or any linked website.
- personal injury or property damage of any kind resulting from your access or use of the Platform.
- any unauthorized access to or use of the Platform secure servers.
- any interruption or cessation of transmission to or from the Platform.
- any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the Platform by any third party.
- errors, mistakes or inaccuracies on the Platform.

11.2 Without limitation to the foregoing, except as expressly provided in these Terms and to the extent allowed by the applicable law, Foodtein and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the Platform or any goods or services purchased on it.

11.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the goods or services on the Platform. Any representation, condition or warranty which might be incorporated into these Terms by statute, common law, the law of equity or otherwise is excluded to the maximum extent permitted by law. We will not be responsible for ensuring that any goods or services are suitable met your purposes.

11.4 You will at all times indemnify, and keep indemnified Foodtein, and each of its related entities, including their directors, officers, employees and stockists and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or any breach of these Terms.

## **12. Return and Refund Policy**

12. We generally not provide you with a refund or exchange simply because you changed your mind or the goods were not what you have expected.

## **13. Customer Service**

13.1 Should you wish to make a compliment, complaint, feedback or suggestion please contact our Customer Service Team by calling our contact number: +60 11-6399 9689 or email us on [enquiry@foodtein.com](mailto:enquiry@foodtein.com). or write to us at:

**Customer Service Team**  
Foodtein Berhad (Foodtein)  
No. 33A & B,  
Jalan Melaka Raya 11,

Taman Melaka Raya,  
75000 Melaka

## **14. Force Majeure**

14.1 Foodtein will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

## **15. Governing Law**

15.1 The courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Platform or any Order placed on the Platform, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms are governed by Malaysia law.

## **16. Severability**

16.1 If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and Foodtein.

## **17. Transfer and Assignment**

17.1 If Foodtein merges, sells or otherwise changes control of its business or this Platform to a third-party, Foodtein reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that Foodtein has collected from you and any agreements it has made with you.

## **18. Waiver**

18.1 The failure by Foodtein to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by Foodtein.

# Foodtein Membership & Foodtein Pay

## 1. Interpretation of these Terms:

### 1.1 In these Terms:

“Foodtein Partner” means agent or distributors of Foodtein;

“Foodtein Pay” means the electronic wallet is a type of pre-paid account for members or partners can store his/her money under Foodtein Pay electronic wallet system exclusively for Foodtein transaction purposes;

“Foodtein Share” means a referral link provided to a Foodtein Partner which they will be entitled a referral bonus in foodtein point;

“Foodtein Withdraw” means cash out request by Foodtein Partners only in the Foodtein Pay with the minimum requirement of 20000 Foodtein Point to cash out;

“Foodtein Member” means normal member;

“Foodtein Point” (FP) means point earned from every single purchase in which the point conversion where 1 point is equivalent to RM 0.01 subjected to be amendment from time to time.

## 2. Types of Membership

2.1 There are **two types of memberships** provided by Foodtein as following:-

**(a) Foodtein Member**

- You will earn points for each product that you have purchased. The point conversion is 1 point which is equivalent to RM 0.01 which is subjected to be amendment from time to time.
- Free life-time membership
- The FP can only be redeemed when you have proceeded to checkout your Order. It is only eligible for deducting the price of the products for your next purchase.
- FP is eligible for Foodtein Redeem transaction only.

**(b) Foodtein Partner**

- You will earn points while you purchase product. The point conversion is 1 point which is equivalent to RM 0.01 which is subjected to be amendment from time to time.
- You are entitled for a referral link and is entitled to referral bonus in foodtein point.
- To maintain as Foodtein Partner status, you are required to subscribe the Foodtein Partner

**Program for monthly which comprises of two options: -**

- (a) RM 118 for 6 bottles package; or
- (b) RM 228 for 12 bottles package.

1.2.4 You are required to register with your personal particular and your auto-debit transaction details (such as credit/debit card details) in order to auto deduct monthly.

1.2.4 The FP can be either be redeemed when you proceed to checkout your Order and only eligible for deduction of the price of the products for your next purchase or FP can be requested to cashed out through the Bonus Wallet with the minimum 20000 FP which is equivalent to RM200.

1.2.5 You are entitled for overriding commission (FP) up to fourth (4) generation.

2.2 We reserve the right to change, modify, add, remove or discontinue all or any part of the Memberships at any time based on our sole discretion. Such revisions will come into effect when it is posted on the Platform without any prior notice and you are deemed to be knowing of and to be bound by any revision to the foregoing upon

their publication on the Platform. Every Reward Member and Foodtein Partner will be notified by us via email pertaining of the revision from us or by a third party.

### **3. Foodtein Point**

1. The point conversion is 1 point which is equivalent to RM 0.01 which subjected to be amendment from time to time.
2. There is EXPIRATION DATE FOR FOODTEIN POINTS (FP) for all Foodtein Members and Foodtein Partners. The FP shall remain valid for one (1) year starting from your first purchase date itself. Prior notice will be send by email ten (10) days before the expiration date.

### **4. Foodtein Pay**

1. Foodtein Pay is a service provided by Foodtein or its authorised agent to facilitate the storage of money that you have top up and the credits for the purpose to purchase Goods on the Platform only via bank transfer, cash payment or other provided transaction methods. You acknowledge and authorize us to store your bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your Foodtein Pay balance in the future.
2. Please note that the credits inside Foodtein Pay are solely for Foodtein platform transaction purpose. The credits are unable to convert to RP and is not able to be cashed or to convert into other monetary or any refund.
3. If there is an error in the processing of any transaction, you have authorized us to initiate debit or credit entries to your designated bank account and to correct such error whereby any such correction is made in accordance with the applicable laws and regulations. If we are unable to debit your designated bank account for any reason whatsoever, you have authorized us to resubmit the debit plus any applicable fees to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from your Foodtein Pay balance in the future. For any reason whatsoever, we reserve our right to handle or process such money in accordance with the applicable law.

4. You acknowledge and authorize us to initiate debit or credit entries to your Foodtein Pay:

- (a) to correct any errors in the processing of any transaction;
- (b) where Foodtein has suspected and/or determined that you have engaged in fraudulent, suspicious or illegal activities and/or transactions;
- (c) in connection with any lost, damaged or incorrect items;
- (d) in connection with any rewards or rebates;
- (e) in connection with any uncharged fees;
- (f) in connection with the settlement of any transaction dispute, including any compensation due to, or from, you;
- (g) in connection with any banned items or items that are detained by customs;  
and
- (h) in connection with any change of mind agreed to by the Parties.

## **5. Foodtein Withdraw**

5.1 Only Foodtein Partner is entitled to withdraw FP by using Foodtein Withdraw.

5.2 FP only can be transfer into Ringgit Malaysia (RM) only.

5.3 You may withdraw or cash out the accumulated FP in your account with a minimum points of 20000 FP from your Foodtein Withdraw at any time by submitting a transfer request (“Withdraw Request”) that is linked to the bank account that you have provided.

5.4 You may provide your full name as in National Registration Identity Card (“NRIC”), NRIC number, bank details and your contact number before submitting your Withdraw. You may not modify or cancel a Withdraw once you submitted your Withdrawal Request.

5.5 We may review Withdrawal Request before the withdrawal of the FP from your Foodtein Points to your designated bank account to confirm the withdrawal particulars before the submission of the Withdrawal Request. The cut off date for such transfers shall fall on the 10<sup>th</sup> of each month and such transfers may take up to two (2) to five (5) business days to be credited to your designated bank account.

5.6 Once your withdrawal request is approved, we will notify you by email and the FP will automatically deduct from your account as it can be viewed from the “Withdraw Status”.

5.7 We will not liable for any damages or consequential losses of any kind whether directly or indirectly suffered by you where your bank account or payment instrument is fraudulently used or is used in an unauthorized or improper manner.

5.8 If there is an error in the processing of any transaction, you shall authorize us to initiate debit or credit entries to your designated bank account and to correct such error provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit your designated bank account for any reason, you shall authorize us to resubmit the debit, plus any applicable fees to any other bank account or payment instrument that you have provided.

5.9 We reserve our right to handle, process, approve or terminate your withdrawal request in accordance with the applicable law.

5.10 We reserve the right to change, modify, add, remove or discontinue all or any part of the Foodtein Points at any time at our sole discretion. Such revisions will come into effect when it is posted on the Platform without any prior notice and you are deemed to be knowing of and to be bound by any revision to the foregoing upon their publication on the Platform. Every Foodtein Member and Foodtein Partner will be notified by us via email pertaining of the revision from us or by a third party.

5.11 We reserve the right to terminate or impose a penalty on members who have infringed any Foodtein Terms and Conditions or any Terms regulated and any

applicable laws and regulations.

## **6. Termination of Foodtein Membership**

6.1 Members may withdraw their membership at any point in time for whatsoever reason via our Customer Service Team on [enquiry@foodtein.com](mailto:enquiry@foodtein.com). Termination application of Membership will be review by Foodtein. Foodtein reserves the right to accept or reject termination application of member.

6.2 Rejoining can only be considered by registering an account on the Platform.