

QBFood Terms of Use

1. Preliminary

- 1.1 By accessing the Platform or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, do not access or use this Platform or the Services.
- 1.2 Access to and use of password protected or secure areas of the Platform or Services are restricted to Customers with accounts only. You shall not obtain or attempt to obtain unauthorised access to these parts of the Platform or Services, or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Singapore Computer Misuse Act (Chapter 50A).
- 1.3 If you are below 18 years old, you must obtain consent from your parents or legal guardians, their acceptance of these Terms and their agreement be responsible for (a) your actions; (b) any charges associated with your use of any of the Services or purchase of Products; and (c) your acceptance and compliance with these Terms. If not, you must stop accessing this Platform and using the Services.

2. Definitions

In these Terms,

Customer means an authorised user of the Platform or the Services who has a valid account with us.

including, includes and similar expression is construed without limitation.

Intellectual Property means all copyright, patents, innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of these rights.

Losses means all penalties, losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands, and other liabilities, whether foreseeable or not.

Materials means, collectively, all web pages on the Platform, including the information, images, links, sounds, graphics, video, software, applications, and other materials displayed or made available on the Platform and the functions or services provided on the Platform.

Order means your order for Products sent through the Platform in accordance with these Terms.

Password refers to the valid password that a Customer may use with the related Username to access the Platform or Services.

Personal Data means data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information. Personal Data is deemed to include any data that you have provided to us when placing an Order, regardless of whether you have an account with us.

Platform means (a) both the web and mobile versions of the website operated or owned by QB, presently located at www.qbfood.com.sg; and (b) the mobile applications made available from time to time by QB.

Privacy Policy means the privacy policy set out at <https://www.qbfood.com.sg/docs/privacy-policy.pdf>.

Product means a product available for sale to Customers on the Platform.

Prohibited Material means any information, graphics, photographs, data or any other material that: (a) contains any computer virus or other invasive or damaging code, program or macro; (b) infringes any third-party Intellectual Property or any other proprietary rights; (c) is defamatory, libellous, or threatening; (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful, or otherwise illegal under the applicable law (including the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); or (e) we deem to be offensive or otherwise objectionable.

QB, or we, our, us or similar pronoun refer to Q.B. Food Trading Pte. Ltd. (UEN:197900237H).

Services means services, information and functions made available by us on the Platform.

Terms means these terms, as amended and from time to time set out at <https://www.qbfood.com.sg/docs/terms-of-use.pdf>.

Trademarks means the trademarks, service marks, trade names and logos used and displayed on the Platform.

Username refers to the unique login identification name or code that identifies a Customer.

you, your and other similar pronoun refer to the individuals accessing the Platform or using the Services.

3. **General Obligations**

- 3.1 You shall not (a) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity; (b) use the Platform or Services for illegal purposes; (c) gain or attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services; (d) post, promote or transmit through the Platform or Services any Prohibited

Materials; (e) interfere with another's use and enjoyment of the Platform or Services; (f) use or upload, in any way, any software or material that contains, or which you have reason to suspect contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Platform's data or damage or interfere with the operation of another's computer or mobile device or the Platform or Services; or (g) use the Platform or Services other than in compliance with these Terms and the acceptable use policies of any connected computer networks, all applicable Internet standards and all applicable laws.

- 3.2 We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any upgrade, modification, suspension or removal prevents you from accessing any part of the Platform or Services.
- 3.3 We may (a) monitor, screen or otherwise control any activity, content or material on the Platform or through the Services, investigate any violation of these Terms and take any related appropriate action; (b) prevent or restrict access to the Platform or the Services; (c) report to and cooperate with any authorities in relation to any activity that may violate any applicable law; or (d) request any information and data from you in connection with your use of the Services or access of the Platform.
- 3.4 You agree to (a) access the Platform and use the Services in good faith and legally at all times; (b) ensure that any information or data you publish on or input to the Platform or in connection with the Services are true and accurate; and (c) take sole responsibility for those information and data.
- 3.5 You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions relating to the purchase of Products through the Platform and Services, and all amendments to any of them, issued by us from time to time. We may revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to them upon their publication on the Platform.
- 3.6 You agree with the Privacy Policy.

4. **Accounts**

- 4.1 If you ask to create an account with us, we may (a) determine and issue to you a Username and Password; or (ii) in our discretion accept a Username and Password determined by you.
- 4.2 You shall (a) change your Password from time to time or when we request; (b) keep your Username and Password confidential; (c) be responsible for the security of your account;

and (d) be liable for any disclosure or use (whether authorised or not) of your Username or Password. You shall notify us immediately if you know of or suspect any unauthorised, fraudulent or wrongful use or disclosure of your Username or Password. We may from time to time ask you to update your Personal Data. If you fail to do so, we may terminate or suspend your account.

- 4.3 Any use of the Services or access to the Platform and any information, data or communications under or associated with your Username and Password shall be deemed to be (a) your access to the Platform or use of the Services; or (b) information, data or communications posted, transmitted or issued by you (together, **Deemed Access**). We may act upon, rely on or hold you responsible and liable for any Deemed Access. You shall indemnify us against all Losses arising out of or in connection with your Deemed Access.

5. **Sale and Purchase**

- 5.1 We deliver to most but not all areas in Singapore. You may contact us at info@qbfood.com.sg to check our delivery coverage. We will only process and accept Orders within our delivery coverage.
- 5.2 An Order is deemed to be a legal binding offer made by you to purchase upon these Terms the selected Products at the quantities set out in your Order. All Orders are subject to our acceptance. Processing of payment for an Order shall not in itself constitute acceptance of the Order by us. Where an Order for any Product is rejected or cancelled by us, we shall reverse or refund any payment made for the Order in accordance with our prevailing refund policy.
- 5.3 All Orders are subject to stock availability. We may cancel, amend or reject your order in whole or in part, at any time and without liability or compensation, where any Product is out of stock, damaged, spoilt or unavailable for any other reason. We may limit your Order or the available quantity of a Product.
- 5.4 We use reasonable efforts to provide you with accurate pricing and Product and promotional information. However, errors may occur and we do not guarantee that the prices, images or other Product or promotional information provided will be accurate, reliable, current, error-free, updated or complete. We are not liable for any errors in the pricing and Product or promotional information listed on the Platform or through the Services. The price to be paid by you shall be based on our prevailing selling price at the time we receive your Order, which may or may not be the price stated on the Platform or through the Services. If a Product is not as described, your sole remedy is to return it in unused condition.

- 5.5 If the actual price of any Product Ordered by you is higher than that stated on the Platform or through the Service, we will inform you and you will be given an option to confirm or cancel your Order. By confirming your Order, you authorise us to charge you the additional amounts. If you cancel the Order, we will reverse or refund payment in accordance with our prevailing refund policy. If we are unable to contact you, we will treat your affected Order as cancelled.
- 5.6 Where the price of any Product is dependent on its weight (**Weighed Item**), we will provide an estimate of the price based on indicated weight and our current prevailing rates at the time of checkout. The actual weight and related price of the Weighed Item will be made known to you at the time of delivery and:
- (a) for any short payment, we may charge to you the additional amounts; and
 - (b) for any overpayment, we will reverse or refund the excess amounts paid in accordance with our prevailing refund policy.
- 5.7 All Product prices are stated in Singapore dollars and are inclusive of Goods and Services Tax. Prices may change from time to time and any promotional discounts or offers may also be withdrawn at any time without notice.

6. **Delivery and Returns**

- 6.1 Delivery slots are subject to availability. Bulk orders may be subject to a different delivery cost and may require longer delivery times.
- 6.2 We use reasonable efforts to deliver the Products to your delivery address within the delivery time slots provided to you. All delivery times are estimates because there are factors outside of our control that may result in early or delayed deliveries, including weather and traffic. We are not liable for and do not warrant any delivery times.
- 6.3 Any changes in the delivery address, date or time after the submission of an Order may incur an administrative charge of S\$18.00.
- 6.4 If an Order is cancelled less than three days before the scheduled delivery date or if no one is at the delivery location to receive the Order, we may charge a re-delivery fee equal to the sum of (a) 100% of the price of your perishable items, plus (b) a re-delivery or cancellation fee of S\$18.00.
- 6.5 Returns and refunds are subject to our consent, which we will not unreasonably delay or withhold.

7. **Intellectual property**

- 7.1 The Intellectual Property in and to the Platform and Services and the Materials are owned, licensed to or controlled by us, our licensors or our service providers.

- 7.2 No part of the Platform, Services or Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred, or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners.
- 7.3 The Trademarks are our (or other third-parties') registered and unregistered trademarks. Nothing on the Platform or in these Terms shall be construed as granting, by implication, estoppel or otherwise, any license or right to use (including as a meta tag or as a link to any other website) any Trademarks displayed on the Services, without our or the relevant third parties' prior written consent.

8. **Disclaimers and Liability**

- 8.1 Nothing in these Terms excludes or limits a Party's liability in respect of:
- (a) death or personal injury caused by its negligence; or
 - (b) any other liability which may not be limited or excluded under applicable law.
- 8.2 A Party is not liable, and excludes all liability, to the other in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by the claiming party, if the loss, damage, cost or expenses (a) is indirect, consequential or constitutes special damages; or (b) constitutes loss of data, turnover, profit, business or goodwill, whether arising directly or indirectly from or in connection with the relevant breach, and even if arising as a direct and natural result of the relevant breach, and whether or not (c) the Party claimed against has been informed or had notice (whether actual or constructive) of the loss, damage, cost or expenses; (d) the Parties had at the date of entering these Terms (**Effective Date**) foreseen or contemplated the possibility of the loss, damage, cost or expenses; (e) the Parties had at the Effective Date foreseen or contemplated the cause of the loss, damage, cost or expenses; or (f) the loss, damage, cost or expenses results from supervening events or circumstances after the Effective Date. Without limiting the above, the application of this clause shall not be restricted to the particular circumstances the Parties had in mind at the Effective Date.
- 8.3 We are not liable, and exclude all liability, in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by you, if the loss, damage, cost or expenses arise out of or are connected with:
- (a) any security breach;
 - (b) the use of your account by a third-party, whether or not with your permission;

- (c) the acts or omissions of card providers, payment processors and other financial institutions;
 - (d) outdated or errors in your Personal Data; or
 - (e) the suspension or termination of your account, howsoever arising.
- 8.4 The Services and Platform are provided as-is and without representation or warranty, whether express, implied, statutory or otherwise. Without limiting the generality of the previous sentence, we specifically disclaim that the Services and Platform:
- (a) are merchantable, fit for any particular purpose and non-infringing;
 - (b) are accurate, reliable or correct;
 - (c) will meet your requirements;
 - (d) will be available at any particular time or location, uninterrupted, defect-free, error-free and secure, and that any defects or errors will be corrected; and
 - (e) are free of viruses or other harmful code.
- 8.5 To the extent permitted under applicable law, in circumstances where liability is not excluded in the previous clauses, the maximum limit of our liability, whether in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause arising out of or in connection with these Terms, shall not exceed the lower of (a) the price that we have received from you for the Order or Product that is subject to the relevant claim; or (b) S\$100.00. Nothing in this clause applies to our claims for unpaid fees or other amounts.
- 8.6 You shall indemnify us and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in connection with your breach of these Terms.
9. **Submissions**
- 9.1 You grant us a non-exclusive licence to use the materials or information that you submit to the Platform or provide to us, including questions, reviews, comments and suggestions (collectively, **Submissions**). When you post comments or reviews to the Platform, you also grant us the right to use the name that you submit or your Username in connection with the review, comment or other content. You shall not use a false e-mail address, pretend to be someone else or otherwise misrepresent the origin of any Submissions. We may publish, remove or edit your Submissions.
- 9.2 You consent to and authorise the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you. Your agreement under this Clause constitutes your consent for the purpose of any do-not-call registries or spam control laws (whether in Singapore or elsewhere). You may opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.

9.3 If you have any questions or complaints, you may contact us using the Contact Us page on the Platform.

10. **Termination**

We may, with immediate effect upon giving you notice, terminate your use of or access to the Platform or Services or disable your Username and Password. We may prohibit use of or access to the Platform or Services (in whole or in part) for any reason whatsoever, including for a breach of any of these Terms or where we believe that you have violated or acted inconsistently with the Terms.

11. **General**

We may amend these Terms from time to time, and you are deemed to accept the amendments if you continue to use the Services or access the Platform after the amendments. These Terms are governed by Singapore law. The parties submit to the exclusive jurisdiction of the Singapore courts.

[End]