

Urban Origins Website Terms Of Use

Last updated 27th September 2021

1. Application of Terms to Website Use

- 1.1. These Terms apply to your use of the Website. By accessing and using the Website:
 - 1.1.1. you agree to these Terms; and
 - 1.1.2. where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2. If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

2. Application of Terms to Orders of Goods

- 2.1. Without limiting clause 1.1, these Terms govern any purchase you make of our Goods from us via the Website. These Terms do not apply to any purchase of Goods you make via a third party.
- 2.2. Where you place an order for any of our Goods:
 - 2.2.1. you confirm that:
 - 2.2.1.1. you are 18 years old or more;
 - 2.2.1.2. you are legally entitled to purchase those Goods; and
 - 2.2.1.3. you are bound by these Terms in relation to that order, subject to our acceptance of that order;
 - 2.2.2. we are not bound by that order until we have accepted it;
 - 2.2.3. our acceptance of your order occurs when we issue you a confirmation email of receipt of your order;

- 2.2.4. we reserve the right to accept or reject your order for any reason, including, without limitation, the unavailability of any Goods, an error in the price or the description of Goods on this Website, or an error in your order; and
- 2.2.5. orders accepted by us may not be cancelled or altered in whole or in part by you without prior written consent from us.

3. Changes

- 3.1. We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 3.2. We may change, suspend, discontinue, or restrict access to the Website without notice or liability.
- 3.3. These Terms were last updated 27 September 2021.

4. Definitions

In these Terms:

Account ID means a unique name and/or password allocated to you to allow you to access certain parts of the Website

Business Day means any day that is not a Saturday, Sunday or observed as a public holiday in Singapore

Force Majeure means an event that is beyond our reasonable control

Goods means our goods advertised on the Website, or those goods for which you have placed an order via the Website, as the context requires *including* and similar words do not imply any limit

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

Personal data means information about an identifiable, living person

Price means the listed price for the Goods (other than in the case of obvious error)

Privacy Policy means our privacy policy, available on the Website

Terms means these terms of use titled *Urban Origins Website Terms of Use* and includes the terms of the Privacy Policy

Third Party Charges means any fees charged by third parties in relation to your transaction, including any other taxes, duties or other liabilities imposed by any governmental agency (including any customs duty), credit card transaction fees and foreign currency conversion fees

Underlying System means any network, system, software, data or material that underlies or is connected to the Website

VAT means value added tax, goods and services tax, sales tax or equivalent tax payable under any applicable law

We, us or *our* means Urban Origins, Singapore

Website means the website at www.urbanorigins.sg and, where the context permits, includes any related services that we provide to you

You means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting

5. Your Obligations

- 5.1. You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
- 5.2. When you set up an account with us, you must keep your Account ID secure and:
 - 5.2.1. not permit any other person to use your Account ID, including not disclosing or providing it to any other person; and
 - 5.2.2. immediately notify us if you become aware of any unauthorised use or disclosure of your Account ID, by sending an email to support@urbanorigins.sg.
- 5.3. You must:
 - 5.3.1. not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or any Underlying System, or otherwise attempt to damage or interfere with the Website or any Underlying System; and
 - 5.3.2. unless with our agreement, access the Website via standard web browsers only and not by any other

method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.

- 5.4. You must obtain our written permission to establish a link to our Website. If you wish to do so, email your request to support@urbanorigins.sg.
- 5.5. To the extent permitted by law, you indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Website by using your Account ID. This indemnity does not apply to the extent that the Loss we suffer or incur is as a result of our negligence or breach of these Terms.

6. Purchase of Goods

- 6.1. Price and payment: On placing an order for Goods with us (by clicking *Check out and proceed to pay for your order*), you are legally bound to complete that purchase, subject to our acceptance. On placing an order, you must pay:
 - 6.1.1. the Price and any stated handling and delivery charges for those Goods;
 - 6.1.2. VAT on any taxable supplies; and
 - 6.1.3. any applicable Third Party Charges.
- 6.2. Mechanism: We accept all major credit cards. We may, at our discretion, accept payment via another method. Please contact us (before placing an order) at support@urbanorigins.sg if you wish to pay for an order via another method of payment.
- 6.3. Confirmation: On placing an order for Goods with us, we will send you confirmation of our acceptance of your order (as referred to in clause 2.2e) to the email address that you have provided to us. Nothing in these Terms obliges us to accept any order (including where any Goods have been discontinued or are out of stock).
- 6.4. Availability: Our obligation to provide you with the Goods is subject to the availability of Goods sourced from third party manufacturers, and our receipt of the total amount payable in relation to your order for the Goods.

- 6.5. Refunds: We will refund to you an amount that you have paid to us, other than any Third Party Charges, only:
 - 6.5.1. where we have received payment from you in relation to an order that we do not accept;
 - 6.5.2. in the circumstances set out in our Refund Policy available on our Website; or
 - 6.5.3. as required by law.
- 6.6. We will remit any amounts payable by us to you by crediting the credit card or account from which your payment was made.
- 6.7. Recovery of debts and other Loss:
 - 6.7.1. You indemnify us for all Loss, including any costs of debt recovery, incurred by us as a result of your failure to pay any amount payable by you under these Terms.
 - 6.7.2. You indemnify us for all Loss, including any storage costs, incurred by us as a result of your failure to take delivery when the Goods are made available to you.
- 6.8. Insurance: You are responsible for arranging and paying for all costs associated with the insurance of any Goods you purchase.
- 6.9. Delivery:
 - 6.9.1. We use our best efforts to deliver orders in accordance with the delivery date and time slot selected by you during finalisation of your order. Any time stated for delivery is an estimate only. We are not liable to you or any other person for any failure to meet a stated time for delivery and any such failure does not affect your obligation to pay for the Goods.
 - 6.9.2. Deliveries are subject to our further delivery terms set out in our Delivery Information policy available on our Website.
 - 6.9.3. If you request us to deliver the Goods to another person, or if a person other than you takes possession of the Goods at your requested delivery address, that person takes possession of those Goods as your agent and you remain fully liable to us under these Terms despite delivery to that other person.
- 6.10. Risk and title:

- 6.10.1. Risk in the Goods passes to you when we make the Goods available to you at your designated delivery address in accordance with these Terms (whether or not you take delivery).
- 6.10.2. Subject to our receipt in full of your cleared payment for the Goods, title in the Goods passes to you on actual delivery.
- 6.11. Compliance with local laws:
 - 6.11.1. We currently supply Goods within Singapore only.
 - 6.11.2. You are responsible at your cost for determining and ensuring that your purchase of the Goods, and our supply of the Goods to you, complies with all applicable laws, including any laws that restrict or prohibit the purchase or supply of alcohol or other foodstuffs.
- 6.12. Safety: We do not warrant or represent that any particular foodstuffs or recipes are suitable for any particular purpose, including without limit, that any food is suitable for consumption by persons with allergies. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT ANY FOOD YOU EAT DOES NOT HAVE ANY CONTENT TO WHICH YOU MAY BE ALLERGIC.

7. Intellectual Property

- 7.1. We (and our licensors) own all proprietary and intellectual property rights in the Website (including all information, data, text (including recipes), graphics, artwork, photographs, logos, icons, sound recordings, videos and look and feel), the Underlying Systems and any promotional material or other information we provide to you.
- 7.2. You must not copy, reproduce, adapt, translate, reverse-engineer or make derivative works from the whole or any part of the Website, the Underlying Systems, or any promotional material or other information we provide to you.

8. Defective Products

- 8.1. Where you have purchased any Goods that do not meet the requirements of these Terms or any conditions, warranties or guarantees implied at law and for which we cannot exclude liability

we will, at our cost, replace the defective Goods, or refund the Price, in accordance with our rights and responsibilities at law and in accordance with our Refund Policy, available at the FAQ section on our Website.

- 8.2. You acknowledge that:
 - 8.2.1. any replacement or refund under clause 8.1 is conditional on you returning the Goods to us; and
 - 8.2.2. we may not be obliged to offer any of the remedies set out in clause 8.1 unless you have complied with the requirements of our Refund Policy and made reasonable efforts to prevent any loss of the Goods and any further damage or deterioration of the Goods from their current condition.
- 8.3. Where you reasonably believe that you have purchased any Goods that are defective, or you have received an incorrect item contact us immediately (within 3 hours of receiving your order) by calling us on +65 9228 8464 and we will arrange with you the process for:
 - 8.3.1. returning the Goods to us; and/or
 - 8.3.2. determining if the Goods are defective; and/or
 - 8.3.3. providing you with any remedy to which you may be entitled.

9. Disclaimers

- 9.1. To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
 - 9.1.1. any Goods being unavailable;
 - 9.1.2. the Website being unavailable (in whole or in part) or performing slowly;
 - 9.1.3. any error in, or omission from, any information made available through the Website or otherwise;
 - 9.1.4. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the

process by which you access and use the Website protects you from this; and

9.1.5. any site linked from the Website, or any feature made available by third parties (including features provided by our payment service providers) in relation to the Website. Any link on the Website to other sites, and any associated third party feature, does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or features or their contents, operations, products or operators. You must ensure you comply with any applicable third party terms governing the use of any such sites or features.

9.2. We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

10. Liability

10.1. To the maximum extent permitted by law:

10.1.1. you access and use the Website and purchase the Goods at your own risk; and

10.1.2. except as expressly set out in these Terms, we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, your access and use of (or inability to access or use) the Website or your purchase of Goods. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

10.2. To the maximum extent permitted by law, all conditions, guarantees and warranties whether expressed or implied by statute or otherwise in connection with these Terms, or in connection with the Website, your access and use of (or inability to access or use) the Website, or in connection with any Goods, are expressly excluded.

- 10.3. Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the Singapore Consumer Protection (Fair Trading) Act or any other applicable consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to the price you have paid for the Goods in question or, where our liability is not in connection with Goods you have purchased, SGD100.
- 10.4. To the maximum extent permitted by law and only to the extent clauses 10.1 to 10.3 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Website, your access and use of (or inability to access or use) the Website, or in connection with any Goods, is limited to SGD100.
- 10.5. Nothing in these Terms applies to limit our liability under or in connection with these Terms for:
 - 10.5.1. personal injury or death caused by our negligence; or
 - 10.5.2. fraud or wilful misconduct.

11. Privacy Policy

- 11.1. When you set up an account with us, we will need to have certain contact information in order to set up the account for you.
- 11.2. When you provide personal information to us, we will comply with applicable privacy laws, including the Singapore Personal Data Protection Act 2012, and our Privacy Policy. Our Privacy Policy is available on our Website.

12. Suspension and Termination

- 12.1. Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it) or the supply of any Goods you have purchased.
- 12.2. If you have set up an account with us, you may terminate your account with us at any time by sending an email to us at support@urbanorigins.sg.

- 12.3. On suspension or termination as a result of your breach, you must immediately cease using the Website and must not attempt to gain further access.

13. Disputes

- 13.1. Before taking any court action, you and we must use best efforts to resolve any dispute under or in connection with these Terms or your purchase of any Goods, through good faith negotiations.
- 13.2. Each party must, to the extent possible, continue to perform its obligations under these Terms even if there is a dispute.
- 13.3. This clause 13 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.

14. General

- 14.1. We will not be liable to you for any failure to perform our obligations under the Terms to the extent caused by Force Majeure.
- 14.2. If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.
- 14.3. These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of Singapore. Each party submits to the non-exclusive jurisdiction of the courts of Singapore in relation to any dispute connected with these Terms or the Website.
- 14.4. For us to waive a right under these Terms, the waiver must be in writing.
- 14.5. Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 5.5, 7, 10, 11, and 13.1, continue in force.
- 14.6. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 14.7. These Terms set out everything agreed by the parties relating to your use of the Website and any purchase of Goods, and

supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. You have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.