

Terms and conditions

Please read the terms and conditions ("Terms and Conditions") set out below carefully before ordering any Goods or Services from this Website. By ordering any Goods or Services from this Website, by phone you agree to be bound by these Terms and Conditions. DABAO SERVICE have right to change from time to time.

- Section 1: Introduction We are DABAO SERVICE, a brand of <http://www.dabao.com.my>, unless otherwise stated.
- Section 2: Definitions
 - **2.1.** "Agreement" is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;
 - **2.2.** "Privacy Policy" means the policy displayed on our Website which details how we collect and store your personal data;
 - **2.3.** "you", "your" and "yours" are references to you the person accessing this Website and ordering any Goods or Services from the Website or from any other channel provided by DABAO SERVICE;
 - **2.4.** "we", "us", "our", and " DABAO SERVICE " are references to the Company;
 - **2.5.** "Goods" is a reference to any goods which we may offer for sale from our Website from time to time;
 - **2.6.** "Service" or "Services" is a reference to any service which we may supply and which you may request via our Website;
 - **2.7.** "Participating Restaurant" is a third party, which has agreed to co-operate with the Company to prepare and/or deliver the Goods or Services.
 - **2.8.** "Food Delivery" is a reference to perishable goods and to any form of delivery service, which delivered by participating restaurant or DABAO SERVICE driver.
- Section 3: Ordering
 - **3.1.** Any contract for the supply of Food Delivery from this Website is between you and the Participating Restaurant; for the supply of Goods or Services from this Website any contact is between you and DABAO SERVICE. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering.
 - **3.2.** Food Delivery, Goods and Services purchased from this Website are intended for your use only and you warrant that any Goods purchased by you

are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.

- o **3.3.** Please note that some of our Goods may be suitable for certain age ranges only. You should check that the product you are ordering is suitable for the intended recipient.
- o **3.4.** When ordering from this Website you may be required to provide an e-mail address and password. You must ensure that you keep the combination of these details secure and do not provide this information to a third party.
- o **3.5.** We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Website.
- o **3.6.** Any order that you place with us is subject to product availability, delivery capacity and acceptance by us and the Participating Restaurant. When you place your order online, **we will send you an email within 3 working days to confirm that we have received it. This email confirmation will be produced automatically as a confirmation of your order. You must inform us immediately if any details are incorrect.** The fact that you receive an automatic confirmation does not necessarily mean that either we or the Participating Restaurant will be able to fill your order. Once we have sent the confirmation email we will check availability and delivery capacity.
- o **3.7.** If the ordered Food Delivery and delivery capacity is available, the Participating Restaurant will accept the contract and confirm it to DABAO SERVICE. If the details of the order are correct, the contract for the Food Delivery, Goods or Services will be confirmed by email method.
- o **3.8.** In the case that Goods offered by DABAO SERVICE were ordered, DABAO SERVICE will confirm availability together with or separately from Food Delivery.
- o **3.9.** If the Food Delivery and/or Goods are not available or if there is no delivery capacity, we will also let you know by email, or text message (SMS) or phone call.
- Section 4: Prices and Payment
 - o **4.1.** Any contract for the supply of Food Delivery from this Website is between you and the Participating Restaurant; for the supply of Goods or Services from this Website any contact is between you and DABAO SERVICE. You agree to

take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering.

- o **4.2.** All prices listed on the Website are correct at the time of publication; however, we reserve the right to alter these in the future. We also reserve the right to alter the Goods or Services available for sale on the Website and to stop listing restaurants, Goods or Services.
- o **4.3.** All prices listed on the Website for Food Delivery by the Participating Restaurant or a delivery partner listed on the Website reflect the price the Participating Restaurant or the third party provider charges at the time of listing. We give great care to keep them up to date. In case the price listed is not current and the restaurant informs us immediately after placing the order, we will contact you to inform you about the price difference and you can choose to opt-out of the order.
- o **4.4.** All prices listed on the Website for Goods and Services by DABAO SERVICE reflect the price at the time of listing. We give great care to keep them up to date. In the case the price listed is not current, we will contact you to inform you about the price difference and you can choose to opt-out of the order.
- o **4.5.** All prices for delivery by DABAO SERVICE or a third party provider assigned by DABAO SERVICE listed on the Website are correct at the time of publication, however, we reserve the right to alter these in the future
- o **4.6.** The total price for Food Delivery, Goods or Services ordered, including delivery charges and other charges, will be displayed on the Website when you place your order. Full payment must be made for all Goods despatched and Services provided.
- o **4.7.** You must pay for your order before it is delivered. To ensure that shopping online is secure, your online banking details will be encrypted to prevent the possibility of someone being able to read them as they are sent over the internet.
- **Section 5: Delivery**
 - o **5.1.** Delivery periods quoted at the time of ordering are approximate only and may vary. Goods will be delivered to the address designated by you at the time of ordering.
 - o **5.2.** In the case delivery is done by DABAO SERVICE or a third party delivery partner assigned by DABAO SERVICE, we will give great care to deliver in a timely manner. No responsibility is taken for late delivery by DABAO SERVICE in either case.

- o **5.3.** All orders are delivered by a reputable courier. We and the Participating Restaurant will make every effort to deliver within the time stated, however, we will not be liable for any loss caused to you by ordering late. If the Goods are not delivered within the estimated delivery time quoted by us. You may also contact us by telephone or email and we will try to ensure that you receive your order as quickly as possible.
- o **5.4.** All risk in the Goods and the Food Delivery shall pass to you upon delivery.
- o **5.5.** If you fail to accept delivery of Food Delivery and/or Goods at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorizations, then such goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.
- o **5.6.** You must ensure that at the time of delivery of Food Delivery and/or Goods adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. We cannot be held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.
- o **5.7.** Participating Restaurants and we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery
- Section 6: Cancellation
 - o **6.1.** You must notify DABAO SERVICE immediately if you decide to cancel your order, preferably by phone, and quote your order number. If DABAO SERVICE accepts your cancellation, no cancellation fee applies. If DABAO SERVICE refuses cancellation, e.g. because preparation of Food Delivery has been completed and/or delivery personnel has already been dispatched, it may not be cancelled. We will not be able to refund any order, which has been already dispatched.
 - o **6.2.** We may cancel a contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made;
 - o **6.3.** If the cancellation was made in time and once we have accepted your cancellation, we will refund you the full amount within 14 days.
 - o **6.4.** In the unlikely event that might delivers a wrong item, you have the right

to reject the delivery of the wrong item and you shall immediately call DABAO SERVICE regard the refund method.

- Section 7: Information
 - **7.1.** Where we have requested information from you to provide Food Delivery, Goods or Services you agree to provide us with accurate and complete information.
 - **7.2.** You authorize us to use, store or otherwise process your personal information in order to provide the Food Delivery, Goods or Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Food Delivery, Goods or Service to you.
- Section 8: Complaint. We take complaints very seriously and aim to respond to your complaints within 5 business days. All complaints should be email to dabao.com.my@gmail.com
- Section 9: Limitation of Liability
 - **9.1.** Great care has been taken to ensure that the information available on this Website is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.
 - **9.2.** By accepting these terms of use you agree to relieve us from any liability whatsoever arising from your use of information from any third party, or your use of any third party website, or your consumption of any food or beverages from a Participating Restaurant.
 - **9.3.** We disclaim any and all liability to you for the supply of the Food Delivery, Goods and Services to the fullest extent permissible under applicable law. This does not affect your statutory rights as a consumer. If we are found liable for any loss or damage to you such liability is limited to the amount you have paid for the relevant Goods or Services. We cannot accept any liability for any loss, damage or expense, including any direct or indirect loss such as loss of profits to you, howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

- o **9.4.** We do not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer system via our Website.
- o **9.5.** We shall not be held liable for any failure or delay in performing Services or delivering Goods where such failure arises as a result of any act or omission, which is outside our reasonable control such as all overwhelming and unpreventable events caused directly and exclusively by forces of nature that can be neither anticipated, nor controlled, nor prevented by the exercise of prudence, diligence, and care, including but not limited to: war, riot, civil commotion; compliance with any law or governmental order, rule, regulation or direction and acts of third parties.
- o **9.6.** The products sold by us are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the Website or for any products or services purchased from us.
- o **9.7.** We have taken all reasonable steps to prevent Internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers or those of third parties.
- o **9.8.** Offers are subject to DABAO SERVICE discretion and may be withdrawn at any time and without notice.
- Section 10: General
 - o **10.1.** All prices are in Malaysian Ringgit.
 - o **10.2.** We may subcontract any part or parts of the Services or Goods that we provide to you from time to time and we may assign or novate any part or parts of our rights under these Terms and Conditions without your consent or any requirement to notify you.
 - o **10.3.** We may alter or vary the Terms and Conditions at any time without notice to you.
 - o **10.4.** Payment must be made at the time of ordering the Food Delivery, Goods or Services from us. Failure to pay on time will result in the cancellation of your order.
 - o **10.5.** Do not use or launch any automated system or program in connection with our website or its online ordering functionality.
 - o **10.6.** The Terms and Conditions together with the Privacy Policy, any order

form and payment instructions constitute the entire agreement between you and us. No other terms whether expressed or implied shall form part of this Agreement. In the event of any conflict between these Terms and Conditions and any other term or provision on the Website, these Terms and Conditions shall prevail.

- o **10.7.** If any term or condition of our Agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the Agreement shall continue in force without such term or conditions.