

Last update: 22 August 2018

Advanced Wellness Solutions Limited

Terms of Sale

1. The contract between us

This online selling service platform is operated by Advanced Wellness Solutions Limited ("Mavie", we", "us", "our" or "Company"), a company incorporated in Hong Kong and our principal place of business is at 15/F, BOC Group Life Assurance Tower, No. 136 Des Voeux Road Central, Hong Kong. This Delivery, Refund and Replacement Policy ("DRRP") shall be governed by and construed under the laws of Hong Kong Special Administrative Region and any dispute that goes to court will be heard in the Courts of Hong Kong Special Administrative Region.

You as a paying Customer need a computer with Internet access to use our service and to view your genetic data, fitness training plans, nutritional plans as well as details of customized products. Throughout our website, we provide detailed information regarding the genotyping process and what you can expect or may experience from our services and products. Please review this information upon your purchase and/or prior to redemption. In this Policy, our "service" means the DNAWELLNESS program service as described under the DNAWELLNESS Terms of Service ("TOS"), and unless specified below any specific terms (whether capitalized or not) herein this Policy shall have the same meaning as defined in the General Terms and Conditions for Mavie Freemium Customers ("Customer GTC"), the Mavie Premium Customer Terms and Conditions, the Full Privacy Statement and the TOS. Once we send you a confirmation email for your order in accordance with the TOS, you are deemed to have read, understood, accepted and agreed the TOS, the Full Privacy Statement and this Policy. This Policy shall, together with the TOS, form part of the Agreement between you and us as defined under the Customer GTC.

The sales confirmation page shall be conclusive evidence of a binding contract between us regarding your purchase of the services and products, subject to our rights for cancellation as set out in this Policy.

We will make every effort to fulfil the orders purchased or redeemed by you but shall not be liable to any person if we decline to fulfil an order or is unable to fulfil an order for whatever reasons.

We reserve the rights to cancel any order for whatever reasons by sending a notice to you and arranging refund.

All orders are subject to our acceptance and stock availability. We may, at our sole and absolute discretion, decline or reject any order for whatever reasons.

Notwithstanding the sales confirmation page, the services and products ordered will only be delivered to you in accordance with Clause 5 below upon confirmation of the payment and after you have submitted the redemption form online.

2. Price

- a. The prices payable for the services and products ordered are set out in our website.
- b. You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website.

c. Whilst we will endeavour to ensure that the prices and details of the products are correctly shown in our website, we reserve the absolute right to vary the same without prior notice.

3. Right to cancel your contract

a. You may cancel your order by (i) contacting our Customer Care at support@mavie.net within fourteen (14) calendar days from the date of order to obtain an approval and (ii) returning the products ordered (if delivered to you) in their original unopened condition together with the original undamaged box and/or packaging at your own risks and costs to the return address of the closest centre enclosed within the kit within 7 days of the delivery of the products to you.

b. Any product returned to Mavie must be in its original condition and remained unopened, and returned together with the original undamaged box and/or packaging protected in a carton box with your full name, address, contact number and email. You will not be qualified for a refund if the product returned does not comply with the abovementioned requirements.

c. Within [7] days from the date of receipt of the returned product (if applicable), we will notify you whether the product returned complied with the abovementioned requirements. If you fail to comply with the abovementioned requirements, no refund will be arranged and the products returned will be sent back to you by post or other methods as deemed appropriate at Mavie's sole and absolute discretion and at your own cost and risk.

d. In the event that you have complied with the abovementioned requirements, a refund will be arranged. In the event that the products are purchased directly, the refund payment (if any) will be equivalent to the purchase price paid by you for the products minus an administration fee of 10% on the sales. Sales include the selling price of the product and the Value Added Tax or any kind of Sales Tax. No refund will be made for the shipping fee of the product and those non-refundable items mentioned in clause 3f below. Refund payment (if any) will be credited to you through your original payment method within [30] days from the date when the products are returned. If you fail to return the products or materials, or fail to comply with any of the abovementioned requirements, no refund will be made to you.

e. Mavie reserves the sole and absolute discretion to decide whether to accept the cancellation of order and/or process the refund and Mavie's decision in this respect is final.

f. Exceptions:

i. Customized Products: All customized products including customized skincare or nutritional supplements offered by Mavie are non-refundable. We do not issue refunds once the order is completed because each package is customized to you and it cannot be resold to another customer. The order will be fully charged. As a customer you are responsible for understanding this when purchasing or redeeming any customized products from our website.

ii. Customized Plans: All customized plans including fitness training plans and nutritional plans offered by Mavie are non-refundable. We do not issue refunds once the order is completed and the service is fulfilled. As a customer you are responsible for understanding this when purchasing or redeeming any services from our website and we do not entertain any request for refund of any services or plans (including meals, exercise programs or fitness trainings) for reasons that they do not fit your personal

taste or preferences.

4. Cancellation by us

a. We reserve the right to cancel the order by serving you a notice of cancellation at our sole and absolute discretion in accordance with the terms and conditions of this policy at any time or under the following circumstances:

- i. We have insufficient stock to deliver the products you have ordered;
- ii. We do not deliver to your area; or
- iii. One or more of the products you ordered was listed at an incorrect price due to any inadvertent error or an error in the pricing information received by us from our suppliers;
- iv. Default payment on your part or breach of the terms and conditions contained in this policy;
- v. Any unforeseen circumstances beyond our control arise.

b. Subject to Clause 4c below, if we do cancel your order, we will notify you by email. In any event within 30 days of the date of our cancellation notice, we will credit the refund to your account after any sum deducted by us from your original payment method as soon as possible. You agree, acknowledge and confirm that we may cancel the order at our sole and absolute discretion, and you will not be entitled to seek any further amount and / or compensation from us for such cancellation.

c. If Mavie cancels the order because of your default in payment or your breach of the terms and conditions of this policy, Mavie reserves the rights to recover administrative expenses and/or other losses from you or to deduct the same from the amount to be refunded.

5. Delivery of products of service to you

a. Tangible products ordered by you will be delivered to the delivery address provided at the time you make your order. Access to the online membership and benefits will be granted after your payment is confirmed. DNA reports will be delivered online after your DNA sample is analysed at our lab, it can take up to eight weeks to receive your results online.

b. Delivery will be made as soon as possible upon confirmation of payment and after you have submitted the redemption form online at the "redemption page". Delivery will be by way of courier or other similar services, which Mavie at its sole and absolute discretion deems appropriate. You may make special request regarding delivery time by contacting our Customer Service Department at support@mavie.net. While Mavie will try to accommodate such request, Mavie reserves the full rights and discretion to arrange delivery according to the delivery schedule of Mavie.

c. Title and risk of the products shall pass to you when the products have been delivered by us to you. Once products have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction.

d. Subject always to our right to cancel the order as provided herein, in the event that the products you ordered are unavailable, we will send you a notice notifying you the same, and you will have 7 days from the date of the notice to decide whether you would like to wait for the ordered products or you would like to cancel the order. You have to communicate your decision by written notice to us at support@mavie.net within the 7-day period, failing which we will assume that you would like to wait for the ordered products. For the avoidance of doubt, regardless of your choice, we may always exercise our right to cancel the order any time in accordance with Clause 4.

e. For delivery of products to you, you may be required to clear customs, pay customs duties, taxes and / or levies, obtain certain license or apply for registration of the ordered products. When ordering from us, you may be considered importer and must comply with all the laws and requirements of the country in which you are receiving the products. Your orders may be subject to import duties, taxes and / or any additional charges for custom clearance, and such charges must be borne by you.

f. By submitting your order, you agree and confirm that you have accepted the responsibility for customs clearance and payment of customs duties, taxes and / or levies, as well as registration and license requirement (if any). If the products are rejected by the customs of your home country or otherwise returned to us, we reserve the right to charge you an administrative fee per failed delivery and / or to cancel the contract.

6. Liability

If the products that we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us such issue in writing at support@mavie.net within five (5) days of the delivery of the products.

If you do not receive products ordered by you, we shall have no liability to you unless you notify us in writing at our Customer Care at support@mavie.net within [7] days of the scheduled delivery date.

If you notify us the abovementioned problems accordingly and Mavie verifies the same, our only obligation will be, at your option:

i. To arrange delivery of products ordered which have not been delivered;
ii. To replace or repair any products ordered that are damaged or defective; or
iii. To refund you the amount paid by you for the products in question through your original payment method.

b. To the maximum extent as permitted by the laws, our liability, whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the products or any other breach of our obligations hereunder shall not in any event exceed an amount equivalent to the price of the ordered products.

c. To the maximum extent as permitted by the laws, we shall not be liable, whether in contract, tort or otherwise, for any consequential, indirect or special loss or damage of any kind whatsoever arising from purchasing the products or in connection with the products purchased, nor shall we be liable for any damage or loss caused by other persons.

d. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase products from our side. Certain national laws may prohibit the importation or exportation of certain of our products to you. We make no representation and accept no liability in respect of the export or import of the products that you purchase.

e. We will rely on the accuracy of all information you provide in your order.

By submitting your order, you confirm that all information provided to us, including but not limited to your delivery address, are true and accurate, and we shall not be liable for any losses and/or delay due to any incorrect information provided in your order.

f. You shall ensure that the purchased products are used in accordance with the instructions therein contained with the products and the purchased products are not used for any purpose for which they are not suitable, and you shall be responsible for using all necessary

skill and care in using the purchased products. We assume no responsibility and should not be liable for any damage or loss resulting from your failure to observe this clause.

g. We assume no responsibility and should not be liable for any damages or loss arising out of transmission error or delay in transmission via Internet or delay or omission in processing your order.

h. We assume no responsibility and should not be liable for any damages or loss arising out of or in connection with delay in delivery for whatsoever reasons, including but not limited to incorrect address, failed delivery attempt or rejection by customs.

i. Any failure or delay in exercising any right, power or remedy herein contained by us shall not constitute a waiver of such and any other right, power or remedy.

j. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer neither under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to support@mavie.net, and all notices from us to you will be displayed on our website from time to time.

8. Force Majeure

We shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, the following:

- a. Wrong, unclear or inaccurate delivery address;
- b. Failure of payment to the company by the payment gateway;
- c. Stock out;
- d. Strikes, lock-outs and other industrial disputes;
- e. Breakdown of systems or network access;
- f. Natural disaster such as flood, torrential rain, earthquake etc.;
- g. Fire, explosion or accident;
- h. Unexpected demand of our products due to special, seasonal promotions or marketing tactics that might increase the demand unexpectedly or put the company under sudden pressure of delivery which was not accounted for due to the short notice or lack of time for preparation;
- i. Delays caused by Third party or suppliers, such as delays in the supply of raw materials or key ingredients that are used in the products, which might delay the manufacturing of the product and cause, delay in the delivery.

9. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these conditions will not be affected.

10. Third party rights

Any person who is not a party to the contract arising from your order and our acceptance thereof has no right to enforce any term of this agreement.

11. Entire agreement

These terms and conditions, together with our current website prices, delivery details, contact details and Privacy Policy, set out the whole of our contract relating to the supply of the products ordered through this website to you by us. Nothing said by any sales person on our behalf or any person should be understood as variation of these terms and conditions or as an authorized representation about the nature or quality of any products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

12. Miscellaneous

- a. In this policy, unless the context otherwise requires, the singular includes the plural and vice versa.
- b. We reserve the right to amend the terms and conditions contained in this policy from time to time without prior notice.
- c. You are reminded to review this policy prior to submitting any order. Once an order is placed, you are deemed to have accepted the terms and conditions prevalent at the time, and any subsequent amendments thereto as we may from time to time effect.
- d. We reserve the right of final decision in case of any dispute arising from this policy or from any purchase of products through this website.
- e. This policy shall be construed in accordance with the laws of the Hong Kong and any dispute arising herein shall be submitted to the exclusive jurisdiction of the courts of Hong Kong.
- f. This policy is written in both English and Chinese. In case of inconsistency or discrepancy between the English and the Chinese versions, the English version shall prevail.