



# ABOUT | HIRODELI

Your Every Day Food App

## About Us

**The Hiro Deli is a mobile and online food delivery platform based in Malaysia providing delivery services for restaurants around the country.**

**Our goal is to provide users with restaurants, bazaar and marts within their area to order their favourite meals via mobile.**



## Vision

**Our vision is to become the best solution for Malaysia on all types of food delivery.**

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## Mission

**Our mission is to serve people with the best food delivery experience. We want our customers to feel easy and suitable in our food community.**

## Social

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## Contact Us

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### Send Us A Message

**Name**

**Email\***



Message

Send

**We appreciate your feedback!**

**Do you have questions, comments, or a special request? Send us a message, and we will get back to you soon.**



**Message us on WhatsApp**

## **Hiro Deli Enterprise**

**No.14, Jalan Pinggiran Putra 2/3, Desa Pinggiran Putra, 43000 Kajang, Selangor**

**Registration No.: 202003087980**

**Contact No.: 018-6652481**

**Email: [hirodelidotcom@gmail.com](mailto:hirodelidotcom@gmail.com)**

## **Terms & Conditions**

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### **1. Term of Use**

**These Terms of Use direct your use of the services that are provided by HiroDeli, both websites for vendors and mobile applications for users. We advise you to read these terms. By using our service, we acknowledge that you have agreed, understood and accepted the Terms that are set by HiroDeli. If you do not follow the terms or do not agree with the terms set, we advise you to not use the platform as your account shall be terminated if we found any breachment.**

**This platform may be used by people who are mostly students from the age of 16 and above.**

**Users below the age of 18 must obtain consent from parents or guardians who by accepting these terms, they have agreed to be responsible for your actions.**

**HiroDeli has the right to change or modify the terms and policies at any time. We advise you to read these terms.**

## **2. About us**

**2.1 HiroDeli is an online food delivery service. Our goal is simple. We want to help small to medium scale businesses that were affected during the MCO period due to the Covid 19 outbreak. We would like to provide vendors a platform that gives them more freedom of control and at a cheaper rate. HiroDeli will enable vendors to have a further reach to connect with customers. The smartphone is a necessity tool in life thus everybody can download HiroDeli onto your smartphone. As Malaysian, food is our identity and we would like to give a more diverse method for users to enjoy food.**

**2.2 Our platform provides three categories for Vendors: Restaurant, Bazaar and Mart. Restaurant gives your selection to the food and beverages business out there. From your small kopitiam to the big franchises. Bazaar focuses on providing a platform for home based business, stalls and food trucks. Mart gives users access to supermarkets and convenience stores.**

**2.3 For customer support, enquiries and partnership, reporting an issue or comments that arise, you may reach us via email.**

## **3. Use of the application and user's account**

**3.1 In order to use the services provided by HiroDeli, you will need to register and create an account. We will ask you to fill in your personal information which includes a valid email address, mobile number, your own password and your username. Before commencing on purchasing an order, you will need to provide us with your credit card/ debit card details. Your password is solely yours and should not be shared with anyone else unless it is under your consent.**

**3.2 HiroDeli shall not be responsible for order mishaps due to incomplete, incorrect or missing information. Information must be complete before order. This includes your address, contact information and bank information.**

**3.3 If you like to delete your account, users need to send an email requesting account termination. Removal of account shall be done after 4 - 6 working days. Account can also be terminated if HiroDeli finds reason for termination or the account has breached the terms set by HiroDeli.**

## **4. Restriction**

### **4.1 Encompasses of restricted activities and restricted goods**

**4.1.1 The following listed acts and activities are prohibited and illegal on HiroDeli's platform. HiroDeli will have the right to conduct an investigation and take legal action against anyone who engages with the prohibited conduct. Prohibited conducts include and are not limited to the following:**

**4.1.2 Using the platform that violates the rules and regulation of Malaysia and the states.**

**4.1.3 Posting content that is unlawful, harassing, obscene, abusive, hate or embarrassing to other parties as determined by HiroDeli.**

**4.1.4 Posting content that constitutes cyber-bullying, as determined by foodpanda in sole discretion.**

**4.1.5 Posting content that depicts any dangerous, life-threatening, or otherwise risky behavior.**

**4.1.6 Posting URLs to external websites or any form of HTML or programming code.**

**4.1.7 Harassing, threatening, stalking, or abusing any person on the Platforms.**

**4.1.8 Harvesting or otherwise collecting information about others, including email addresses, without their consent.**

**4.1.9 Encouraging other people to engage in any prohibited activities as described and acknowledged by HiroDeli.**

**4.2 HiroDeli has the right to do as follows if a breach of the terms is done by user and vendor.**

**4.2.1 HiroDeli will investigate any content posted on HiroDeli's platform that does not confine to the terms.**

**4.2.2 Remove content which is illegal, disruptive, hate motives, harassing and others that do not conform to the terms set.**

**4.2.3 Termination of user's account if user breach the terms.**

**4.3 Some products that are offered on the platform are subjected to restrictions of purchasing depending on the laws of the state and the federal laws of Malaysia.**

**Restriction on buying restricted goods includes religious restrictions (Halal), minimum age requirement for alcohol/alcoholic drinks, tobacco and any goods that reserve the right for us to not proceed with delivery if the requirements are not met.**

**4.3.1 Purchase of alcohol is prohibited for Muslim's and users that are below the minimum legal age of drinking. Vendors and riders reserve the right to reject the order if the user is below legal age.**

**4.3.2 HiroDeli and Vendor have the right to ask for valid proof regarding the user's age and religion before accepting the order.**

**4.3.3 HiroDeli and Vendor have the right to cancel orders and refuse delivery to any person for any reason whatsoever.**

**4.3.4 Cigarettes/ Tobacco Products.**

**4.3.5 Cigarettes or any tobacco products are to be offered under Mart. Although we offer tobacco on our platform, HiroDeli does not support and purport on advertising of tobacco and we do not encourage the purchase or use of tobacco.**

**4.3.6 For users to purchase tobacco, users must be at the statutory legal age set by the federal law.**

**4.3.7 Users must show valid proof of the user's age by uploading a picture of their identification card when the user wants to buy restricted products.**

**4.3.8 Vendor, rider and HiroDeli reserve the right for the following action; (i) to ask for valid proof of age (e.g. ID card) to any persons before they deliver Tobacco; (ii) to refuse delivery if you are unable to prove you are of legal age; and/or (iii) to refuse delivery to any persons for any reason whatsoever.**

**4.3.9 Rider has the option to take back order once the rider arrives at the user's house and the rider decides that the user did not meet the requirement for restricted product consumption.**

**4.3.10 Users will then be given a refund.**

**4.3.11 Harmful substances, flammable substances and toxic substances that are ordered by users are to be approved by the vendors before accepting the order.**

## **5. Vendor Liability**

**5.1 Vendors are responsible for the preparation, condition and quality of the products and packaging. Vendors are responsible for delivery of their products or Orders at the moment using vendor' delivery method. HiroDeli shall not be responsible for any loss or damage from the contractual relationship with the Vendor.**

## **6. Personal Data**

**6.1 Users are to agree and give consent to HiroDeli and any of its other services and affiliate companies of user's Personal Data. Personal Data collected, used, processed and disclosed are in accordance with the Terms of Use and the privacy act.**

**6.2 Example of information that you may provide are as follows:**

- **To complete a user profile or registration forms (such as your name, contact information and other identification information where needed);**
- **Provide information to assess your eligibility to provide services as a HiroDeli rider or partner or vendor (such as your identification card, vehicle information and background check results (as legally permissible);**
- **Interact with our social media pages (such as your social media account ID, profile photo and any other publicly available data);**
- **Verify your identity through various means (such as social media logins, submission of selfie images or independently verified payment card information);**
- **Fill up demographic information in surveys (such as your age, gender, and other information you may volunteer such as your marital status, occupation and income information)**

**6.3 Personal Data may be collected through the normal operation of our Apps, Websites and Services. Some examples are:**

- **Your location (to detect pick-up locations and abnormal route variations);**
- **Feedback, ratings and compliments;**
- **Transaction information (such as payment method and distance travelled);**
- **Information about how you interacted with our Apps, Website or Services (such as features used and content viewed);**
- **Personal data you enter in messages when you use our in-app communication features**

## **7. Severability**

**7.1 If any provision of the Term of use is to be invalid, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired. The invalidity shall not affect the validity of the provisions.**

## **8. Law**

**8.1 HiroDeli Enterprise is managed and constructed in accordance with the law and jurisdiction of Malaysia and its states. These Terms of Use shall be governed by Malaysian law, without regard to the choice or conflicts of law provisions of any jurisdiction.**

## **9. Termination**

**9.1 HiroDeli has the right to terminate, suspend or delete a user's account and access to the Platforms, including any delivery service for any reason, if HiroDeli finds users breaching any terms. A warning will be issued 3 days prior to the termination process.**

**Harassment to our vendor partners and riders will be taken as a serious matter thus prompting the immediate termination of the user's account.**

**9.2 Vendors that have no sales and activity for 3 months will be given a warning. If there is no response from the vendor for 14 weeks, the vendor account will then be frozen. Vendor's account will be terminated when HiroDeli does not respond to the warning and frozen account.**

## **10. Prioritize language**

**10.1 In any events that occur following the Terms & Conditions of Hiro Deli such as a dispute, an English version shall prevail. An English language version of these Terms shall control in all respect to prevent any inconsistencies and misinformation when it is translated.**

## **11. Amendments**

**11.1 Hiro Deli may amend these Terms & conditions at any time when needed. All amended Terms shall be effective immediately upon update and you to the new Terms by continued use of the Platforms. You are responsible to check the Terms regularly. If any of the Terms stated is not agreed by you, weather a portion or all its part, you must immediately stop using the Platforms.**

## **12. Indemnity**

**12.1 You agree to indemnify, hold harmless to Hiro Deli, its directors, employees, officers, defend, agents, consultants, representatives and affiliates from any and all third party claims, liability, damages and/or cost (including but not limited to, legal fees) that arise from your use of the platform or your breach any of these Terms.**

## **13. Representations, Warranties and Limitation of liabilities**

### **13.1 Representations and Warranties**

**You acknowledge and agree that the content on the Platforms are provided as an "as is" and "as available" basis, and that your use of or reliance upon the Platforms and content, goods, products or services accessed or obtained thereby is at your sole risk and discretion. While Hiro Deli makes reasonable efforts to ensure the provision of the Platforms and the services we offer are available at all times, we do not warrant or represent that the Platforms shall be provided in a manner which is secure, error-free, free of technical difficulties, timely and uninterrupted, defects or viruses. Please expect temporary interruptions of the Platforms due to scheduled or regular system maintenance work, downtime attributable to internet or electronic communications or events of force majeure.**

### **13.2 Limitation of Liability**

**To the extent permitted by the law, Hiro Deli (which includes all its employees, directors, agents, consultants, representatives, affiliates and parent company) exclude all liability (weather arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with out Platforms, our services, and any website linked to our Platforms and any content or material posted on it. Your exclusive remedy with respect to your use of the Platforms is to discontinue your use of the Platform. Hiro Deli entities, their agents, consultants, representatives, and service providers shall**

not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from your use of the Platforms or for any other claim related in any way to your use of the Platforms. These exclusions for indirect, special, consequential, and exemplary damages include, without limitation, damages for lost profits, lost data, loss of goodwill, work stoppage, work stoppage, computer failure, or malfunction, or any other commercial damages or losses, even if the Hiro Deli entities, their agents, consultants, representatives, and service providers have been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Hiro Deli, the Hiro Deli entities, its agents, consultants, representatives and service providers' liability shall be limited to the extent permitted by law.

#### **14. Third party links & websites**

**14.1** The Platforms may or may not contain links to other third party websites. By clicking on any of the links, you agree to hold responsible for any risk. Hiro Deli does not control nor endorse these third party links or websites and shall not be responsible for any contents of these linked pages. Hiro Deli accepts no liability or responsibility for any loss or damage suffered by you in relation to your access and use of these third party links & websites.

#### **15. Delivery & vendor delivery**

##### **15.1 Delivery Areas**

You understand that our Vendors offer their Goods in specific delivery areas and our Vendors vary from delivery area to delivery area. By entering your delivery address on the Platforms, you will see the Vendors that we make available to you at that time. Delivery areas may expand, shrink or change depending on the distance of location set by you.

##### **15.2 Delivery Time**

Hiro Deli shall deliver your Order to the delivery address provided by you. You may choose for your Order to be delivered “*ASAP*”, scheduled for a specific time or Vendor may set time that they will begin to deliver. An estimated delivery time will be provided to you in your email confirmation but delivery times shall vary depending on factors that are not controlled by us (e.g. order quantity, distance, time of day (peak periods), weather conditions, traffic conditions, etc.). You can view the remaining delivery time of an Order when you click on ‘*My orders*’ on the Platforms. You acknowledge that the delivery time we provide is only an estimate and Orders may arrive earlier or later. To ensure that you do not miss a delivery of an Order, you should ensure that either you or someone is at the delivery location to receive the Order once an Order is placed.

**Unsuccessful or Failed Deliveries.**

**15.3.1** In cases where we attempt to deliver an Order but we are unable to do so due to the reasons caused by you, including but not limited to:

- (i) No one was present or available to receive the Order; or
- (ii) Customer was uncontactable despite attempts to reach the customer via the phone number provided; or
- (iii) Lack of appropriate or sufficient access to deliver the Order successfully;



- (iv) Lack of a suitable or secure location to leave the Order; or
- (v) In the case of Restricted Goods, the customer did not meet the statutory age requirements or delivery did not deem it safe or appropriate for the customer to receive the Restricted Goods.

#### **No-show Cancellations**

If you remain uncontactable or fail to receive the Order within ten (5) minutes from the time the Order arrives at your delivery address, Hiro Deli reserves the right to cancel the Order without refund or remedy to you.

#### **15.4 Wrong Order, Missing Items, Defective Goods**

Upon receipt of your Order, if you discover that there are issues with your Order (e.g. wrong order, defective order, or missing items) please contact customer support via one of the methods indicated in Clause 1.3 above immediately. In some cases, Hiro Deli may request for photographic proof and/or additional information to properly investigate the issue with your Order. If we determine that the Order and/or Goods you received are not of satisfactory condition or quality, we will compensate you for your Order or parts of your Order.

#### **15.5 Vendor Delivery**

In some cases, our Vendors will deliver the Order to you ("Vendor Delivery"). While we will use reasonable efforts to provide prior notice to you on Vendor Delivery, this may not always be possible. Where Vendor Delivery applies, we may ask you to contact the Vendor directly in the event of issues or delays in your delivery. Hiro Deli shall not be responsible in any way for Orders or Goods that are delivered by Vendors.

### **16. Price and payments**

**16.1** Prices quoted on the Platform shall be displayed in the Malaysia national currency and subject to applicable tax. Prices and offers on the Platforms may vary from the prices and you accept that offers offered by our Vendors (either on their own websites, mobile applications, or at their brick-and-mortar outlets)

**16.2** The way we display the prices of our Goods may vary depending on the Vendor, and the prices reflected on our Platforms may:

**16.2.1** Include SST, VAT or such other equivalent tax; or

**16.2.2** Exclude SST, VAT or such other equivalent tax.

When you place an Order, you agree to all amounts, additional charges and the final '*Total*' amount which is displayed to you.

**16.3** Delivery fees are chargeable on every Order

**16.4** Prices indicated on the Platforms are as at the time of each Order and may be subject to change.

**16.5** You can choose to pay for an Order using any of the different payment methods offered on the Platforms including:

**16.5.1** Our payment partners: Visa, Mastercard, UnionPay, Online banking, Boost Wallet, KipplePay, Grabpay, TouchnGo Pay, MaybankQR Pay;

**16.5.2** Such other payment methods we offer from time to time.

#### **16.6 Payment Methods**

Hiro Deli reserves the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion. If you choose to pay using an existing payment method, the payment shall be processed by our third party payment service

provider(s). With your consent, your credit card / payment information will be stored with our third party payment service provider(s) for future orders. Hiro Deli does not store your credit card or payment information.

**16.7** You must ensure that you have sufficient funds on your credit and debit card to fulfil payment of an Order. Insofar as required, Hiro Deli takes responsibility for payments made on our Platforms including refunds, chargebacks, cancellations and dispute resolution, provided if reasonable and justifiable and in accordance with these Terms.

## **17. Payment Methods**

**17.1** Hiro Deli reserves the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion. If you choose to pay using an online payment method, the payment shall be processed by our third party payment service provider(s). With your consent, your credit card / payment information will be stored with our third party payment service provider(s) for future orders. Hiro Deli does not store your credit card or payment information.

## **18. Orders**

**18.1** When you place an Order with Hiro Deli, Hiro Deli will count as a confirmed order. Order receipt can be downloaded from your order at My Orders. Where applicable, Orders will include delivery fees and any applicable tax (e.g. goods and services tax, value-added tax, etc.).

**18.2** Minimum Order Value – there is no minimum order value applied by Hiro Deli.

**18.3** Special Instructions – Hiro Deli and the Vendor (as the case may be) reasonably endeavour to comply with your special instructions for an Order. However in some cases where this is not feasible, possible or commercially reasonable, Hiro Deli and/or the Vendor reserve the right to proceed to prepare the Order in accordance with standard operating procedures. Neither Hiro Deli nor the Vendor shall be responsible to replace or refund an Order which does not conform to special instructions provided by you.

**18.4** Allergens – Hiro Deli is not obligated to provide ingredient information or allergen information on the Platforms. Further, Hiro Deli does not guarantee that the Goods sold by Vendors are free of allergens. If you have allergies, allergic reactions or dietary restrictions and requirements, please contact the Vendor before placing an Order on our Platforms.

**18.5** Please note that your Order may be subject to additional terms and conditions provided by the Vendor.

### **18.6 Prior to placing the Order**

**18.6.1** You are required to provide the delivery address in order for the Platform to display the Vendors available in your delivery area.

**18.6.2** Once you select a Vendor, you will be taken to that Vendor's menu page for you to select and add your Goods to the cart.

### **18.7 Placing the Order**

To complete an Order, please follow the onscreen instructions after clicking '*View Cart*'. You may be required to provide additional details for us to complete your Order. You are required to review and confirm that all the information you provide, including the amounts, delivery details, personal details, payment information, and voucher code

applicable) is true, accurate and complete before you click "**PLACE ORDER**". An Order is successfully placed when you can see your order inside of My Orders.

### **18.8 Cancelling an Order**

**18.8.1.1** You have the right to cancel your Order provided a Vendor has not yet accepted your Order.

**18.8.1.2** If you were to make a cancellation after your Order has been accepted by Vendor, Vendor may or may not accept your cancellation request. You may be asked to fill in your bank information for Hiro Deli to transfer money depending on the type of payment you use.

### **18.8.2 Refunds**

#### ***(i) Online Payment Orders***

You have the right to a refund for an order after it has been delivered. Should you still decide to refund your Order after it is delivered by the Vendor, you understand that Hiro Deli and Vendor may or may not accept your refund request. You may be asked to fill in your bank information for Hiro Deli to transfer money depending on the type of payment you use.

### **18.8.3 Rejected Orders**

When an order is rejected, if you made a payment using Online banking, you must fill in your bank account details for Hiro Deli to transfer back your money. If it is failed to be done within 7 days starting from the time the order is cancelled, you understand that money can no longer be refunded and Hiro Deli considers it a success Rejected Order.

## **19. Internet Delays**

**19.1** THE SERVICE, PLATFORM, APPLICATION AND/OR THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY TRANSPORTATION PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING. HIRO DELI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **20. Entire Agreement**

**20.1** This Agreement comprises the entire agreement between you and HiroDeli and supersedes any prior or contemporaneous negotiations or discussions.

## **21. Contact Us**

**21.1** In any case you wish to contact us regarding any questions, suggestions, reporting an issue or comments that arise, please send us an email to our customer support via email.



