

TERMS AND CONDITIONS OF USE

Overview

These terms and conditions apply to BEABA & Moi mobile application (the “**App**”), as well as to any information, recommendations and/or services provided to you by means of your use of the App, and govern the relationship between BEABA Asia Limited (hereinafter also referred to as “we”, “us”, or “our”).

When you use the App, you unconditionally and irrevocably agree to be bound by the Terms and, and the separate privacy policy (the “**Privacy Policy**”). If you do not agree with these Terms and our Privacy Policy, do not install the App or delete it.

1. Definitions and Interpretation

1.1 In these Terms, the following definitions and rules of interpretation apply unless otherwise defined or the context requires otherwise:

“ Advertisement ”	means any promotion messages and information that may appear on your mobile device during the operation of the App;
“ Content ”	all information, recipes, descriptions, images, videos, graphics, texts, photographs, illustrations, text and or other materials on the App.
“ Hong Kong ”	the Hong Kong Special Administrative Region, the People’s Republic of China
“ Intellectual Property Rights ”	all copyright and other relevant intellectual property rights in the App and Content, including trade and service marks, trade names, logos, trade secrets, know how, design rights, rights of whatsoever nature in computer software and all other tangible and intangible rights of a similar nature in the App.
“ Services ”	means any and all services provided by us to you by means of your use of the App, which include the services described in clause 3.1;
“ Software ”	all software embodied in the App or otherwise used by the App for its operation.

“Terms” means these Terms and Conditions, which may be amended and supplemented by us from time to time in accordance with clause 10.

- 1.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and the masculine shall include the feminine and neuter and vice versa.
- 1.3 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

2. License of App

- 2.1 To the extent allowed by law, all Intellectual Property Rights in the App, including its Content and software, belongs to BÉABA Asia Limited.
- 2.2 Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable licence to download and install one copy of the App on your mobile device and to run such copy of the App solely for your own personal use.
- 2.3 Your use of the App grants you no rights in relation to our Intellectual Property Rights or the intellectual property of our retail or advertising partners, other than the non-transferable, personal right to use and receive the Services in accordance with these Terms.
- 2.4 You must not:
- i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the App in any way;
 - ii) modify or make derivative works based upon the Content and Services or App;
 - iii) create Internet “links” to the Services or “frame” or “mirror” any App on any other server or wireless or Internet-based device;
 - iv) reverse engineer or access the App in order to:
 - (1) design or build a competitive product or service;
 - (2) design or build a product using similar ideas, features, functions or graphics of the Content and Services or App, or
 - (3) copy any ideas, features, functions or graphics of the Services or App, or
 - v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Content and Services or App.

3. Services and its Use

- 3.1 We offer a mobile application platform where you can discover a wide range of recipes for pregnant women as well as recipes adapted to your baby's age and the season. You can also view the nutritional tips on the videos accompanying these recipes. We also propose the creation of weekly menus tailor-made for your baby. You can add them to your favorites and leave a memo with baby's impressions of each recipe. You can share these memos and baby's impressions by email, sms and via social networks. You can register to our BEABA NUTRITION programme to receive recipes by emails and benefit from support tailored to your baby. You can manage your communication preferences to control what you receive and you can locate the nearest store for your BEABA purchases.
- 3.2 If we consider, in our absolute discretion, that you are abusing or inappropriately using the App in any way, we may, without limiting our other remedies, limit, suspend, or terminate your user account(s) and access to the Services, delay or remove hosted Content, remove any special status associated with your account(s), remove, fail to display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services.
- 3.3 We may cancel unconfirmed accounts or accounts that have been inactive for one year.

4. Registration

In order to start using the Services, you are required complete the sign-up process and create an account (the “**Account**”) in the App.

By creating your Account and using the Services, you represent to us that:

- i) you are at least 18 years old, and have the legal capacity to accept and to be bound by the Terms, the Privacy Policy and the Disclaimers as set out in clause 9 of this Terms;
- ii) you have provided us with accurate, true and complete information in relation to your identity;
- iii) your usage of the Services is and will be in full compliance with all applicable laws and regulations, and is not for any illegal purpose

5. Content

- 5.1 You acknowledge that the Content and Software are subject to our Intellectual Property Rights. As such unless expressly authorised by law, you must not, by yourself, or permit or allow any other person, directly or indirectly to:

- i) sell, reproduce, distribute, modify, display or otherwise use any of the Content or Software in any way for any commercial purpose, without the prior written consent of the App; or
- ii) infringe any of our Intellectual Property Rights.

5.2.1 Nothing done on or in relation to the App will effectively transfer any Intellectual Property Right to you and or permit you to use or exercise any such Intellectual Property Right, unless expressly specified herein.

6. Promotions

6.1 We may from time to time offer promotions on the App. We reserve the right to amend, suspend, withdraw or terminate, whether in whole or part, any and all such promotions without prior notice and at our absolute discretion.

7. Links and Advertisements

7.1 The App may contain Advertisements and links to third party websites. We shall not be responsible for the contents and accuracy of any Advertisement. Any links to third party websites are provided solely for your convenience and not in any way as an endorsement by us of the contents on such third party websites. If you access any linked third party website or Advertisement, you do so entirely at your own risk. We shall not be responsible for any transactions between you and any advertisers or third party website operators.

8. Indemnification

8.1 By accepting these Terms and using the App or the Services, you agree that you shall defend, indemnify and hold us, our affiliates, our licensors, and each of our and their respective officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- i) your violation or breach of any term of these Terms or any applicable law or regulation, whether or not referenced herein;
- ii) your use or misuse of the App, the Content or the Services.

9. Disclaimers

9.1 The App is provided to you on an “as is” basis. We do not guarantee that the App is compatible with your mobile device or that the Contents of the App are free of errors, defects, malware and viruses or that the App are correct, up to date and accurate.

- 9.2 We do not warrant and accept no liability in connection with the availability of the Services, the accuracy of the information or data provided in the Content as part of the Services. In particular, we accept no liability for any Content submitted by users or persons who have access to the App.
- 9.3 As much as we seek to ensure all recipes in the App are safe to be used by babies and pregnant women, we do not warrant and accept no liability for any damages resulting from using any of the recipe provided in the App. The medical and/or nutritional information on the App is provided for general educational and informational purposes only.
- 9.4 We do not guarantee that the ingredients listed in any of our recipes are allergy free. If you or your child have a food allergy you should determine whether you or your child are allergic to the ingredients in each recipe and not rely on statements that a particular recipe is gluten free, dairy free, nut free, soy free, or free of any other possible allergen. Always follow safe food handling guidelines when preparing food.
- 9.5 The information on the App is provided without any guarantees. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding allergies, pregnancy or a medical condition. Never disregard professional medical advice or delay seeking it because of something you have read on the App. Full medical clearance from a licensed physician should be obtained before beginning or modifying any diet, exercise, or lifestyle program, and your physician should be informed of all nutritional changes. The information on the App is to be used at your own risk based on your own judgment. You assume full responsibility and liability for your own actions.

10. Limitation of Liability

- 10.1 The use of the App and the Services is at your sole risk. To the fullest extent permitted by applicable law, we shall not be liable for any damages resulting from or in connection with the use or inability to use the App, the Content or the Services (including any consequential, indirect, incidental damages or any loss of profit or damages to your mobile device). Without prejudice to the foregoing and insofar as permitted under applicable law, whether it be contract, tort, negligence, warranties, statute, law or equity, our aggregate liability shall in no event exceed an amount of HKD500.

11. Modification of Terms and the Services

- 11.1 We may, at our sole discretion, from time to time without prior notice to or consent from any user of the App and/or Services amend or otherwise modify or replace any of these Terms, or change, suspend or discontinue the App or the Services (including but

not limited to the availability of any feature or Content) by sending you notice through the App or by posting a notice on our website at <http://beaba.com.hk/>, which shall be immediately effective and binding on you upon notice or posting. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

12. Personal data and privacy

- 12.1 The collection, use, storage and transfer of your personal data are generally subject to our Privacy Policy and personal information collection statement. Our Privacy Policy, as may be amended and updated from time to time at our sole discretion, is incorporated by reference into these Terms.

13. Term and Termination

- 13.1 The obligation to comply with the Terms shall commence upon your first access to the App or your first use of the Services, and shall continue until you cease to access the App or to use the Services.
- 13.2 We reserve the right to terminate and or suspend your access to the App, or to the Services, with or without any reason and without notice.

14. Force Majeure

- 14.1 We shall not be responsible or liable for any failure or delay in the performance of the Services caused by, directly or indirectly, forces beyond our control, including, without limitation, act of God, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, server malfunctions, computer or mobile phone viruses, disruption of internet network and or outage or disruption of utilities.

15. Waiver

- 15.1 In the event of a breach of the Terms by you, any exercise or failure to exercise or delay in exercising any right, power or remedy vested in us under or pursuant to the Terms shall not constitute a waiver by us on any right, power or remedy.

16. Investigation

- 16.1 BÉABA Asia Limited has the right, but not the obligation, to monitor any activity, Content and materials associated with the App. BÉABA Asia Limited may investigate any reported violation of its Policies or complaints and take any action that it deems

appropriate. Please refer to our Privacy Policy for further information about our use of and access to any personal data that may be collected as part of this monitoring.

17. Miscellaneous

- 17.1 You may not assign or transfer any of your rights or obligations under these Terms to any person without our prior written approval.
- 17.2 We may give notice by means of a general notice at <http://beaba.com.hk>, or by electronic mail to your email address on record in our account information, or by written communication sent by regular mail to your address on record in our account information.

18. Severability

- 18.1 If any provision under these Terms is rendered void, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected by it and shall continue to apply.

19. Governing law and jurisdiction

- 19.1 These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of China.

20. Dispute Resolution

- 20.1 Any dispute arising out of or in connection with the Terms shall be referred to and finally resolved by arbitration administered by the **Hong Kong International Arbitration Centre (HKIAC)** under the **UNCITRAL Arbitration Rules**. The seat of arbitration shall be Hong Kong, the number of arbitrators shall be one, as appointed by the HKIAC, and the arbitration proceedings shall be conducted in the English language.