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Terms of Use

These Terms of Use ("**Terms**") govern your use of the websites and mobile applications provided by Mom's Dry Noodle Catering (Hong Kong Master Franchisee) Limited (or referred to as "**us**" or "**we**") (collectively the "**Platforms**"). Please read these Terms carefully. By accessing and using the Platforms, you agree that you have read, understood and accepted the Terms including any additional terms and conditions and any policies referenced herein, available on the Platforms or available by hyperlink. If you do not agree or fall within the Terms, please do not use the Platforms.

The Platforms may be used by (i) natural persons who have reached 18 years of age and (ii) corporate legal entities, e.g companies. Where applicable, these Terms shall be subject to country-specific provisions as set out herein.

Users below the age of 18 must obtain consent from parent(s) or legal guardian(s), who by accepting these Terms shall agree to take responsibility for your actions and any charges associated with your use of the Platforms and/or purchase of Goods. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Platforms immediately.

MDNC reserves the right to change or modify these Terms (including our policies which are incorporated into these Terms) at any time. You are strongly recommended to read these Terms regularly. You will be deemed to have agreed to the amended Terms by your continued use of the Platforms following the date on which the amended Terms are posted.

1. MDNC

1.1 Who we are

Depending on which Platform you access and use, these Terms form the contract between you and the MDNC Hong Kong (www.laomanoodlehk.com).

1.2 What we do

Through our Platforms, MDNC links you to order meals and drinks (hereinafter collectively referred to as "**Goods**") provided by our restaurants to be delivered or self-picked up by you. When you place an order for Goods from our restaurants ("**Order**"), MDNC facilitates, processes and concludes the order and subsequently for either us to deliver your Order to you or you to pick-up the Order by yourself from our restaurants.

1.3 How to contact us

For customer support, you may reach out to us (Mom's Dry Noodle Catering (Hong Kong Master Franchisee) Limited) via email (cs@sunwoodgp.com) or telephone +852 2303 0123.

2. Use of the Platforms

2.1 To purchase an Order, depending on which payment method you opt for, you may need to provide us with your credit card details. Your unique password should not be shared with anyone and you agree to keep it secret at all times. You are solely responsible for keeping your password safe. Save for cases of fraud or abuse which are not your fault, you accept that all Orders placed under MDNC are your sole responsibility.

2.2 MDNC shall not be liable for Orders that encounter delivery or preparation issues due to incomplete, incorrect or missing information provided by you. You are obliged to provide information that is complete, accurate and truthful for the proper processing of the Order, including your delivery address (for delivery) and contact information.

2.3 We may restrict, suspend or terminate your use of the Platforms, if we reasonably believe that:

2.3.1 where you are suspected or discovered to have been involved in any activity or conduct that is in breach of these Terms, our policies and guidelines, or involved in activity or conduct which we deem in our sole discretion to be an abuse of the Platforms.

3. Restrictions

3.1 Activities Prohibited on the Platforms

The following is a non-exhaustive list of the types of conduct that are illegal or prohibited on the Platforms. MDNC reserves the right to investigate and take appropriate legal action against anyone who, in MDNC's sole discretion, engages in any of the prohibited activities. Prohibited activities include, but are not limited to the following:

3.1.1 using the Platforms for any purpose in violation of local laws or regulations;

3.1.2 harvesting or otherwise collecting information about others, including e-mail addresses, without their consent;

3.1.3 harassing, threatening, stalking, or abusing any person on the Platforms;

3.1.4 engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Websites, or which, in the sole discretion of MDNC, exposes MDNC or any of its customers, suppliers, or any other parties to any liability or detriment of any type; or

3.1.14 encouraging other people to engage in any prohibited activities as described herein.

3.2 MDNC reserves the right but is not obligated to do any or all of the following:

3.2.1 suspend or terminate a user's access to the Platforms upon any breach of these Terms;

3.2.2 monitor, edit, or disclose any content on the Platforms; and

4. Intellectual Property

All trademarks, logos, images, and service marks, including these Terms as displayed on the Platforms or in our marketing material, whether registered or unregistered, are the intellectual property of MDNC and/or third parties who have authorised us with the use (collectively the "**Trademarks**"). You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these Trademarks in any way without our prior express written consent. The use of MDNC's trademarks on any other website not approved by us is strictly prohibited. MDNC will aggressively enforce its intellectual property rights to the fullest extent of the law, including criminal prosecution. MDNC neither warrants nor represents that your use of materials displayed on the Platforms will not infringe rights of third parties not owned by or affiliated with MDNC. Use of any materials on the Platforms is at your own risk.

5. Restrictions on Goods

5.1 Some of the Goods we offer on our Platforms are subject to restrictions for purchase ("**Restricted Goods**"), depending on the applicable local laws of the country you purchase the Restricted Goods from. These restrictions include minimum age requirements for alcohol/alcoholic products and any other goods that we reserve the right not to prepare for you (and/or delivery to you, for delivery) based on the relevant statutory requirements of the time being in force.

5.2 Alcohol / Alcoholic Products ("**Alcohol**")

To purchase Alcohol, you must be of the statutory legal age. MDNC and our delivery riders, as the case may be, reserve the right in their sole discretion:

5.2.1 to ask for valid proof of age (e.g. ID card) to any persons before we pass or delivery (for delivery) the Alcohol to the persons;

5.2.2 to refuse taking the Orders or delivery if you are unable to prove you are of legal age; and/or

5.2.3 to refuse taking the Orders or delivery to any persons for any reason whatsoever.

5.3 Any offer for any Alcohol made on the Platforms is void when it is prohibited by law.

6. Orders

6.1 When you place an Order with MDNC, MDNC will confirm your order by sending you a confirmation email or notification containing the Order receipt. Where applicable, Orders will include delivery fees (if any for delivery) and any applicable tax (if any).

6.2 Minimum Order Value – our Delivery requires a minimum order value (“**MOV**”) before an Order can be placed and delivered to you. Where an applicable Order fails to meet the MOV, you will have the option of paying the difference to meet the MOV or to add more Goods to your Order.

6.3 Special Instructions – MDNC 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, MDNC and/or the Vendor reserve the right to proceed to prepare the Order in accordance with standard operating procedures. Neither MDNC nor the Vendor shall be responsible to replace or refund an Order which does not conform to special instructions provided by you.

6.4 Allergens – MDNC is not obligated to provide ingredient information or allergen information on the Platforms. Further, MDNC does not guarantee that the Goods are free of allergens. If you have allergies, allergic reactions or dietary restrictions and requirements, please contact us before placing an Order on our Platforms.

6.5 Please note that your Order may be subject to additional terms and conditions provided by MDNC.

6.6 Prior to placing the Order

6.6.1 You are required to provide the delivery address in order for the Platform to deliver to your address (for delivery).

6.7 Placing the Order

To complete an Order, please follow the onscreen instructions after clicking ‘*Checkout*’. 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 codes (if applicable) is true, accurate and complete before you click “*PLACE ORDER*”. An Order is successfully placed when you receive an email confirmation containing your Order receipt from us.

6.8 Cancelling an Order

6.8.1 You cannot cancel an Order after your Order has been placed. You have the right to cancel your Order provided we have not yet accepted your Order.

6.8.2 Refunds

(i) Online Payment Orders

You have the right to a refund for a cancelled Order only if we have not yet accepted your Order. Should you still decide to cancel your Order after it has been accepted, you understand that no refunds (whether in whole or in part) will be issued to you and you forfeit the delivery of your cancelled Order.

6.9 MDNC reserves the right to cancel any Order and/or suspend, deactivate or terminate your MDNC account in its sole discretion if it reasonably suspects or detects fraudulent behavior or activity associated with your Order.

7. Prices and Payments

7.1 Prices quoted on the Platform shall be displayed in the applicable country's national currency and subject to applicable tax (if any). Prices and offers on the Platforms may vary from the prices and you accept that offers offered by us (either on our own websites, mobile applications, or at our outlets).

7.2 The way we display the prices of our Goods may vary, and the prices reflected on our Platforms may:

7.2.1 include GST, VAT or such other equivalent tax; or

7.2.2 exclude GST, VAT or such other equivalent tax.

A breakdown of the prices and additional charges are displayed before Checkout. When you place an Order, you agree to all amounts, additional charges and the final '*Total*' amount which is displayed to you.

7.3 Delivery fees are chargeable on every Order unless:

7.3.1 you opt to collect your Order directly from us ("**Pick-Up**");

7.3.2 you have a valid promotional or discount voucher and apply it at Checkout; or

7.3.3 unless stated otherwise.

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

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

7.5.1 Our payment partners: Visa, Mastercard, American Express, Google Pay, PayPal, Apple Pay;

7.5.2 Such other payment method we offer from time to time.

7.6 If you have valid promotional or discount vouchers, you can use this pay for part or all of your Order as the case may be.

7.7 After an Order is successfully placed, you will receive an email confirmation or notification from us with your Order receipt. Delivery fees will not appear in your Order receipt if you opt for Pick-Up.

7.8 Payment Methods

MDNC reserves the right to offer additional payment methods and/or remove existing payment methods at anytime 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. MDNC does not store your credit card or payment information.

7.9 You must ensure that you have sufficient funds on your credit and debit card to fulfil payment of an Order. Insofar as required, MDNC 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.

8. Delivery and Pick-Up

8.1 Delivery Areas

You understand that we offer our Goods in specific delivery areas and we vary from delivery area to delivery area. Delivery areas may expand, shrink or change depending on weather and traffic conditions and situations of force majeure.

8.2 Delivery Time

8.2.1 MDNC shall deliver your Order to the delivery address provided by You. You may choose for your Order to be delivered "ASAP" or scheduled for a specific time. 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 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. If your Order contains Alcohol and you or the recipient is or appears to be below the legal age, or fails to provide a valid proof of ID, MDNC reserves the right not to deliver your Order to you.

8.3 Unsuccessful or Failed Deliveries

8.3.1 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, 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.

8.3.2 No-show Cancellations

If you remain uncontactable or fail to receive the Order within ten (10) minutes from the time the Order arrives at your delivery address, MDNC reserves the right to cancel the Order without refund or remedy to you.

8.4 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, MDNC 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.

8.5 Order Pick-Up

8.5.1 Where available, you will have the option of collecting your Order in-person directly from our outlets ("**Pick-Up**") instead of having the Order delivered to You. Your email confirmation will indicate the time for you to Pick-Up the Order ("**Collection Time**"). We will prepare the Order by the Collection Time. In some cases, a reasonable delay may be expected. We agree to hold the Order for you at our outlets for no more than a reasonable period of twenty (20) minutes from the Collection Time ("**Holding Time**") and shall not be obliged to provide the Order to you if you fail to Pick-Up your Order within the Holding Time.

8.5.2 In the event of unreasonable delays in Pick-Up attributable to you, you bear the risk of any damage or loss of Goods or any deterioration in quality or change in condition of the Goods (e.g. changes in the temperature fit for consumption). In this case, you shall not be entitled to a replacement, refund or replacement of the Goods. You alone are responsible for inspecting the Goods/Order when you Pick-Up your Order and shall report any issues and/or defects to us before leaving our premises.

8.6 Vendor Delivery

In some cases, we will deliver the Order to you by our vendor delivery riders ("**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 Delivery Riders directly in the event of issues or delays in your delivery.

9. Vouchers, Discounts and Promotions

9.1 From time to time, MDNC may run marketing and promotional campaigns which offer voucher codes, discounts, and other promotional offers to be used on the Platforms (“**Vouchers**”). Vouchers are subject to validity periods, redemption periods, and in certain cases, may only be used once.

9.2 Vouchers may not be valid when used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers.

9.3 Unless otherwise stated, Vouchers can only be used on our Platforms.

9.4 Vouchers cannot be exchanged for cash.

9.5 MDNC reserves the right to void, discontinue or reject the use of any Voucher without prior notice Individual restaurants terms & conditions apply

10. Representations, Warranties and Limitation of Liabilities

10.1 Representations and Warranties

You acknowledge and agree that the content on the Platforms are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Platforms and any content, goods, products or services accessed or obtained thereby is at your sole risk and discretion. While MDNC 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, timely, uninterrupted, error-free, free of technical difficulties, defects or viruses. Please expect temporary interruptions of the Platform due to scheduled or regular system maintenance work, downtimes attributable to internet or electronic communications or events of force majeure.

Limitation of Liability

To the extent permitted by law, MDNC (which shall include its employees, directors, agents, representatives, affiliates and parent company) exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our 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 Platforms. The MDNC entities, their agents, 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 MDNC entities, their agents, 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, MDNC, the MDNC entities, its agents, representatives and service providers' liability shall be limited to the extent permitted by law.

10.3 Vendor's representations

MDNC shall neither be liable for actions or omissions of the Vendor Delivery Riders nor you in regard to provision of the Goods and where Vendor Delivery Rider applies to your Order. MDNC does not assume any liability for the quantity, quality, condition or other representations of the Goods and/or services provided by Vendors or guarantee the accuracy or completeness of the information (including menu information, photos and images of the Goods) displayed on our listing/offering on the Platform. Nothing in these Terms shall exclude Vendor Delivery Rider's liability for death or personal injury arising from Vendor Delivery Rider's gross negligence or willful misconduct.

11. Vendor Delivery Rider Liability

In cases of Vendor Delivery, Vendor Delivery Riders are responsible for delivery of the Goods and/or Orders..

12. Personal Data (Personal Information) Protection

You agree and consent to MDNC and any of its affiliate companies collecting, using, processing and disclosing your Personal Data in accordance with these Terms and as further described in our Privacy Policy. Our Privacy Policy is available via the links on our Platforms, and shall form a part of these Terms.

13. Indemnity

You agree to indemnify, defend, hold harmless MDNC, its directors, officers, employees, representatives, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of the Platforms or your breach of these Terms.

14. Third Party Links and Websites

The Platforms may contain links to other third party websites and by clicking on these links, you agree to do so at your own risk. MDNC does not control or endorse these third party websites or links and shall not be responsible for the content of these linked pages. MDNC accepts no liability or responsibility for any loss or damage which may be suffered by you in relation to your access and use of these third party links and websites.

15. Termination

MDNC has the right to terminate, suspend or delete your account and access to the Platforms, including any delivery service we provide to you in respect of an Order, for

any reason, including, without limitation, if MDNC, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of the Terms. MDNC may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Websites.

16. Amendments

MDNC may amend these Terms at any time in its sole discretion. The amended Terms shall be effective immediately upon posting and you agree to the new Terms by continued use of the Platforms. It is your responsibility to check the Terms regularly. If you do not agree with the amended Terms, whether in whole or in part, you must stop using the Platforms immediately.

17. Severability

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any provision in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of the country / courts of jurisdiction in which MDNC Hong Kong (www.laomanoodlehk.com) is incorporated. The local courts will have jurisdiction over any dispute or claim arising out of or in connection with the use of the Platforms.

19. Contact Us

If you wish to contact us regarding any questions or comments you may have, please send an email to our customer support email or via our in-app customer support chat feature.

20. Prevailing Language

In the event of a dispute as to the Terms, the English version shall prevail. The English language version of these Terms shall control in all respects and shall prevail in case of any inconsistencies with translated versions.