

# TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) given the use of www.Befitsmoothies.com (the “Site”). This Site is owned and operated by Befitsmoothies. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

## **Intellectual Property**

All content published and made available on our Site is the property of Befitsmoothies and the Site’s creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contribute to the composition of our Site.

## **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Smoothies
- Healthy Shots
- Pulps

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## **Subscriptions**

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorize that payment in order for your subscription to continue.

To cancel your subscription, please follow these steps: At Befitsmoothies, we strive to offer a flexible and convenient service for our customers. Below, we detail our subscription cancellation policy to ensure transparency and clarity in the process.

## 1. TYPES OF SUBSCRIPTION

We offer different subscription plans for prepared meal deliveries:

- ✓ **Weekly Plan:** Scheduled deliveries for the week.
- ✓ **Monthly Plan:** Scheduled deliveries for four weeks.
- ✓ **Customized Plan:** Subscription options tailored to the customer's needs.

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## 2. SUBSCRIPTION CANCELLATION

Customers can cancel their subscription at any time under the following conditions:

### ✓ **Cancellation before the renewal date:**

- If you cancel before your subscription renewal date, no additional charges will be made, and you will not receive new deliveries after the current period.

### ✓ **Cancellation after the renewal date:**

- If you cancel after the automatic renewal, you will receive the last delivery corresponding to the billed period, and the cancellation will take effect in the next cycle.

### ✓ **Immediate cancellation:**

- If you wish to cancel immediately and a payment has already been processed, you may request a partial refund or store credit according to the applicable refund terms.

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## 3. HOW TO CANCEL YOUR SUBSCRIPTION

To cancel your subscription, you can:

- ✉ Send an email to: [Befitsmoothies@gmail.com](mailto:Befitsmoothies@gmail.com) with the subject "**Subscription Cancellation**", including your name and order number.

☎ Call us at: (908) 764 6186.

⚙ Log into your account on our website and cancel from the subscriptions section.

Once the cancellation is processed, you will receive a confirmation email.

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#### 4. REFUND POLICY FOR CANCELLATIONS

##### ✓ Cancellation before the first delivery:

- If you cancel before your first order is shipped, you will receive a full refund.

##### ✓ Cancellation after the first delivery:

- If cancellation occurs after receiving at least one delivery, the refund will be proportional to the remaining days of the subscription.
- Alternatively, you may choose store credit for future purchases.

##### ✓ No refund for cancellations in the last days of the cycle:

- If you cancel within the last **3 days before renewal**, no refunds will be issued as the subscription has already been scheduled for the next delivery.
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#### 5. SUBSCRIPTION PAUSE OPTION

If you don't want to cancel but need a break from deliveries, we offer the option to **pause your subscription**. You can request this at least **48 hours in advance** of your next delivery.

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#### 6. CUSTOMER SUPPORT CONTACT

If you have any questions or need assistance with the cancellation, you can contact us through:

✉ **Email:** [your email]

☎ **Phone:** [your number]

🌐 **Website:** [your website]

#### Payments

We accept the following payment methods on our Site

- Credit Card;
- PayPal;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to change the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standar Delivery by post. Delivery takes 1 business day.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### **Refunds**

#### **Refunds for Goods**

Refund requests must be made within 2 hours after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size;
- Damaged packaging; or
- Excessive delay in delivery.

## **Returns**

Returns can be made in person at the following location(s): At any of our stores.

Returns can be made by mail. To return a good by mail, follow the following procedure:

✉ Email: Befitsmoothies [@gmail.com](mailto:Befitsmoothies@gmail.com)

☎ WhatsApp: (908) 764 6186

## **Guarantees**

The following guarantees apply to our Site:

- If the food arrives in poor condition or does not meet quality standards.

## **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Limitation of Liability**

Befitsmoothies and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Befitsmoothies and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the laws of the State of New Jersey.

## **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Befitsmoothies are unable to resolve any dispute through informal discussion, then you and Befitsmoothies agree to submit the issue first before a non-binding mediator and to an arbitrator in the event

that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Befitsmoothies. The costs of any mediation or arbitration will be shared equally between you and Befitsmoothies.

Notwithstanding any other provision in these Terms and Conditions, you and Befitsmoothies agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

✉ Email: Befitsmoothies [@gmail.com](mailto:Befitsmoothies@gmail.com)

☎ Phone number: (908) 764 6186

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You can also contact us through the feedback form available on our Site

Effective Date: \_15<sup>th</sup>\_ day of February, 2025.