

## 條款和條件

在瀏覽或使用 FlashGreen 平台之前，請仔細閱讀並理解本條款，以確保您同意使用該平台。

如果您不同意這些條款，請您不要使用該平台。

### 1. 同意條款

- 使用本平台即表示您同意遵守 Best Green Technology Limited (“FlashGreen”、“我們”、“我們的”或“我們的”) 提供的網站、移動應用程序和相關服務的條款。如果您不同意所有條款，請不要使用該平台。這些條款可能會更新，將不會另行通知。
- 如果您繼續使用平台，即表示您接受更新後的條款。我們建議您定期查看條款，以確保您在使用平台時遵守相關規定。

### 2. 免責聲明

- 我們公司專門銷售接近或已經超過“最佳食用”日期的產品。儘管這些產品可以安全食用，但味道或質量可能會隨著時間的推移而變差。我們建議在最佳食用日期後的三個月內食用這些產品。
- 在 FlashGreen，我們盡一切努力正確採購和處理我們所有的產品。但是，我們不能保證所有產品都沒有缺陷。如果發現任何產品有缺陷，我們將在購買後 7 天內提供全額退款。客戶有責任自行承擔購買和使用產品的風險。於我們這裡購買產品，在法律允許的範圍內，客戶免除 FlashGreen 與產品相關的任何責任。

### 3. 你的帳戶

- 瀏覽平台上的某些服務可能需要您創建一個帳戶。創建帳戶時提供準確的信息對於維護您的帳戶安全非常重要。我們可能會暫停或終止任何不適當或令人反感的帳戶。
- 通過註冊帳戶，您聲明並保證：
  - 您提供的信息是準確且最新的。
  - 您同意遵守使用條款。
  - 您已達到簽訂具有約束力的協議的法定年齡，或者如果您是未成年人，則您已獲得父母的同意。
  - 您不會使用自動程式訪問平台。
  - 您不得將平台用於任何非法或未經授權的目的。

- 您對平台的使用符合所有適用的法律法規。
- 如果您提供虛假、不準確或不完整的信息，您的帳戶可能會被暫停或終止。

#### 4. 禁止行為

- 個人不得：
  - 提供虛假信息或冒充他人。此類帳戶可能會被終止，恕不另行通知。
  - 發送未經請求的宣傳材料或垃圾郵件。
  - 未經授權系統地訪問平台。
  - 誤導或欺騙我們或他人。
  - 中斷或乾擾平台的安全和訪問。
  - 分發或破壞平台或其他網絡。
  - 使用平台進行騷擾、虐待或傷害。濫用我們的支持服務。
  - 違反任何法律法規，非法合併或鏈接到平台。
  - 上傳或傳輸病毒、殭屍程序或其他惡意軟件或內容；刪除或移除我們的版權或知識產權聲明；冒充他人或使用他人的用戶名；過度使用自動化系統。
  - 干擾或破壞平台的安全和訪問；複製或篡改平台的軟件、代碼或內容。
  - 對平台的軟件或代碼進行反向工程，過度開發或使用平台的自動程式並進行未經授權的商業活動。

#### 5. 知識產權

- FlashGreen 保留平台及其內容的所有知識產權。本平台及其內容僅可用於個人非商業目的，除非另有授權。
- 我們保留修改或撤銷平台上任何內容、項目或服務的權利，將不會另行通知。我們對平台在任何時候的任何不可用概不負責。未經我們同意，您無權分發、發布、出售或許可平台上的任何內容。對於任何未經授權使用平台或其內容的行為，可能會採取法律行動。

#### 6. 第三方鏈接

- 該平台可能包含指向第三方網站的鏈接。我們不對任何外部網站或資源負責。您使用第三方網站的風險將由您自行承擔，並受相應服務條款的約束。

#### 7. 購買資格

- 如需在我們的平台上下訂單，您必須滿足以下要求：

- 至少年滿 18 歲
  - 使用有效的借記卡/信用卡或 PayPal 帳戶進行付款
  - 提供準確的個人和付款詳細信息（姓名、電子郵件、電話號碼、地址等）下訂單即表示您授權我們通過您的付款方式收取總金額。
  - 您還允許我們出於防止欺詐的目的獲取或將您的信息傳輸給第三方。有關我們如何使用您的數據的更多信息，請參閱我們的隱私政策。
- 所有訂單均視庫存情況和價格確認而定。您購物車中的商品將不會被保留，可能會被其他客戶購買。該平台僅供個人使用，不得為轉售或商業目的購買商品。

## 8. 產品描述

- 我們的目標是在我們的平台上提供準確和全面的產品描述。但是我們不保證內容和描述的準確性、完整性、及時性或無錯誤性。如果產品與描述不符，請參閱我們的退貨政策。

## 9. 產品價格

- 我們平台上顯示的所有價格均以港元 (HKD) 為單位。我們將在訂單確認時按價格結算，除非出現明顯錯誤。雖然我們努力顯示準確的價格，但我們不能保證沒有錯誤。如果我們發現您的訂單價格有誤，我們會盡快通知您確認或取消訂單。如果我們無法聯繫到您，訂單將被取消。
- 如果您的付款方式不是以港幣計價，您的銀行將根據匯率以您的默認貨幣向您收費。

## 10. 支付

- 我們接受各種方式的付款，包括 Visa、MasterCard 和 PayPal。通過使用這些付款方式，您確認所提供的付款詳情屬於您，或者您已獲得所有者的必要授權。如果您的付款被發行人拒絕，我們對任何延誤或未交付概不負責。我們的支付流程遵守嚴格的安全標準，以確保安全的體驗。如果您選擇在您的帳戶中保存付款詳細信息，它們將被加密並僅用於處理您的交易。除非有疏忽，否則我們不對任何未經授權訪問您提供的數據負責。

## 11. 受理您的訂單

- 收到您的訂單付款後，我們將向您發送一封確認收到的電子郵件。此電子郵件不構成接受您的訂單。只有當我們發貨並發送確認電子郵件時，您的訂單才會被接受，我們的合同才會完成履行。只有發貨確認電子郵件中列出的商品才構成合同。所有銷售合同均在香港特別行政區以英語簽訂。我們保留以任何理由拒絕任何訂單的權利，包括但不限於：

- 訂購的產品缺貨或不符合質量標準或運輸限制。
- 價格或產品描述有誤。
- 我們無法獲得付款授權。
- 您不符合購買資格標準。
- 如果您的訂單有任何問題，我們的客戶服務團隊將盡快與您聯繫。

## 12. 運輸和託收

- 我們為每張訂單提供上門送貨服務。
- 每張訂單購買滿 HKD 350 即可免運費。否則則需支付 HKD 50 的運費。
- 對於GogoVan標註Out of Service的地區，我們不會提供送貨服務。

## 13. 退貨

- 如果您在購買後 7 天內懷疑產品有任何問題，我們將提供全額退款。但請注意，客戶購買產品需自行承擔風險。在法律允許的範圍內，通過從我們這裡購買產品，客戶免除 FlashGreen 與產品相關的任何責任。
- 請注意，對於已正確宣傳為已過最佳食用日期的商品，我們保留拒絕退款的權利。

## 14. 您的權利

- 請注意，此篇所述的任何內容均不會影響您在香港法律下的權利。

## 15. 我們的責任

- 我們銷售或與之相關的產品的設計師、公司和第三方表達的觀點是他們自己的觀點，不一定反映我們自己的觀點。雖然我們努力維護一個無錯誤的平台，但我們不能保證我們的服務器沒有病毒。我們強烈建議用戶安裝最新的軟件。
- 請注意，某些我們無法控制的事件，例如天氣狀況，可能會阻止我們履行我們的義務。雖然我們將始終努力維護我們的服務，但我們對此類事件導致的任何故障概不負責。

## 16. 賠償和退款：

- 應我們的要求，您同意全額賠償我們並使我們（包括管理人員、董事、代理人、關聯方、許可人和供應商）免受任何責任、索賠、費用、損失和損害。

## 17. 投訴

- 我們已經建立了解決爭端的相關程序。如果您對訂單或平台有任何問題，請聯繫我們的客戶服務團隊。
- 我們尊重他人的知識產權。如果您認為您的作品未經您的許可在我們的平台上使用，請聯繫我們解決問題。

## 18. 治理法律

- 這些條款以及我們的政策受香港特別行政區法律管轄。有關這些條款的任何爭議或索賠均受香港特別行政區法院的專屬管轄。

## 19. 聯繫我們

- 如果要提出投訴、查詢平台或獲取更多信息，請隨時通過 [admin@flashgreen.io](mailto:admin@flashgreen.io) 聯絡我們 FlashGreen 香港。

# Terms and Conditions

Before accessing or using the FlashGreen platform, it is important to carefully read and understand the Terms. If you do not agree to these Terms, it is advised not to use the Platform.

## 1. Agreement to Terms

- By utilizing the Platform, you are agreeing to be bound by the Terms, which apply to the website, mobile apps and related services provided by Best Green Technology Limited ("FlashGreen", "we", "us", or "our"). If you do not consent to all of the Terms, you should not use the Platform. It is important to note that these Terms may be updated without prior notice.
- By continuing to use the Platform after changes have been posted, you are accepting the updated Terms. It is advisable to regularly review the Terms as you are bound by them when using the Platform.

## 2. Disclaimer

- Our company specializes in selling products that are either nearing or have passed their "best before" date. Although these products are safe to consume, it is possible that the flavor or quality may deteriorate over time. It is recommended that these products be consumed within three months of the best before date.
- At FlashGreen, we make every effort to properly source and handle all of our products. However, we cannot guarantee that all products will be free from defects. If any products are found to be defective, we offer full refunds within seven days of purchase. Customers are responsible for purchasing and using products at their own risk. By purchasing products from us, customers release FlashGreen from any liability related to the products, to the extent permitted by law.

## 3. Your Account

- Access to certain services on the Platform may require you to create an account. It is important to provide accurate information when creating an account and to maintain the

security of your account. Any inappropriate or objectionable accounts may be suspended or terminated by us.// By registering an account, you are representing and warranting that: 1. The information you provide is accurate and up-to-date. 2. You agree to abide by the Terms of Use. 3. You are of legal age to enter into a binding agreement, or if you are a minor, you have obtained parental consent. 4. You will not use automated means to access the Platform. 5. You will not use the Platform for any illegal or unauthorized purpose. 6. Your use of the Platform complies with all applicable laws and regulations. If you provide false, inaccurate or incomplete information, your account may be suspended or terminated.

#### **4. Prohibited Conduct**

- Individuals shall not:
  - provide false information or pretend to be someone else. Such accounts may be terminated without notice.
  - Send unsolicited promotional materials or spam.
  - Systematically access the Platform without authorization.
  - Mislead or deceive us or others.
  - Interrupt or interfere with the security and access of the Platform.
  - Distribute or damage the Platform or other networks.
  - Use the Platform for harassment, abuse, or harm. Misuse of our support services.
  - Violate any laws and regulations. Incorporate or link to the Platform illegally.
  - Upload or transmit viruses, bots, or other malicious software or content
  - Delete or remove our Copyright or Intellectual Property notices
  - Impersonate another person or use another's username
  - Use automated systems excessively
  - Interfere with or disrupt the Platform's security and access

- Copy or adapt the Platform's software, code, or content, reverse engineer the Platform's software or code, develop or use the Platform's automated systemsexcessively and make unauthorized commercials.

## **5. Intellectual Property**

- FlashGreen maintains all intellectual property rights over the Platform and its content. The Platform and its content may only be used for personal non-commercial purposes, unless authorized otherwise.
- We reserve the right to amend or withdraw any content, item or service on the Platformwithout prior notice. We are not liable for any unavailability of the Platform at any time. Without our consent, you are not authorized to distribute, publish, sell or license any content on the Platform. Legal action may be taken against any unauthorized use of the Platform or its content.

## **6. Third-Party Links**

- The Platform may include links to third-party websites. We do not endorse or take responsibility for any external sites or resources. Your use of third-party sites is at your own risk and subject to the terms of the respective services.

## **7. Eligibility to Purchase**

- In order to place an order on our Platform, you must meet the following requirements:
  - Be at least 18 years of age
  - Have a valid debit/credit card or PayPal account to make payment
  - Provide accurate personal and payment details (name, email, phone number, address, etc.)
- By placing an order, you are authorizing us to charge your payment method for the total amount. You also give us permission to obtain or transmit your information to third parties for fraud prevention purposes. For more information on how we use your data, please refer to our Privacy Policy.



- All orders are subject to availability of stock and price confirmation. Items in your cart are not reserved and may be purchased by other customers. The Platform is intended for personal use only, and goods may not be purchased for resale or commercial purposes.

## **8. Product Description**

- Our goal is to provide accurate and comprehensive product descriptions on our Platform. However, we do not guarantee the accuracy, completeness, currency, or error-free nature of the content and descriptions. If a product is not as described, please refer to our Returns Policy.

## **9. Pricing**

- All prices displayed on our Platform are in Hong Kong Dollars (HKD). We will honor prices at the time of order confirmation, except in the case of an obvious error. While we strive to display accurate prices, we cannot guarantee that there will be no errors. If we discover an error in your order price, we will notify you as soon as possible to confirm or cancel the order. If we are unable to contact you, the order will be cancelled.
- If your payment method is not denominated in HKD, your bank will charge you in your default currency based on the exchange rate.

## **10. Payment**

- We accept payments through various methods, including Visa, MasterCard, and PayPal. By using these payment methods, you confirm that the payment details provided belong to you or that you have obtained the necessary authorization from the owner. We are not responsible for any delay or non-delivery if your payment is refused by the issuer. Our payment processes adhere to strict security standards to ensure a secure experience. If you choose to save payment details in your account, they will be encrypted and used solely to process your transactions. Unless there is negligence, we are not liable for any unauthorized access to the data you provide.

## **11. Acceptance of Your Order**

- Once payment is received for your order, we will send you an email confirming receipt. This email does not constitute acceptance of your order. Your order will only be accepted

and our contract completed when we dispatch the goods and send a confirmation email. Only the goods listed in the dispatch confirmation email will form the contract. All sales contracts are concluded in Hong Kong SAR and in English. We reserve the right to reject any order for any reason, including but not limited to:

- The product ordered is out of stock or fails to meet quality standards or shipping restrictions.
  - There is an error in the price or product description.
  - We cannot obtain payment authorization.
  - You do not meet the eligibility criteria to purchase.
- If there are any issues with your order, our Customer Service team will contact you as soon as possible.

## **12. Shipping and Collections**

- We strive to meet our estimated delivery times, but we cannot guarantee them.
- Enjoy free shipping for purchases on or above HK\$350. Otherwise, a HK\$29 delivery fee applies. We do not ship to remote areas on GOGO VAN's OUT-OF-SERVICE list. We may update our shipping policy without notice.

## **13. Returns**

- If you suspect any issues with a product within 7 days of purchase, we offer full refunds. However, please note that customers purchase products at their own risk. By making a purchase from us, customers release FlashGreen from any liability related to the products, to the extent permitted by law.
- Please note that we reserve the right to refuse refunds for items that have been correctly advertised as past their best before date.

## **14. Your Rights**

- Please note that nothing stated here affects your rights under Hong Kong laws.

## **15. Liability**

- The views expressed by designers, companies, and third parties whose products we sell or associate with are their own and may not necessarily reflect our own. While we strive to maintain an error-free Platform, we cannot guarantee that our servers are free of viruses. We strongly recommend that users install up-to-date software.
- Please note that certain events beyond our control, such as weather conditions, may prevent us from fulfilling our obligations. While we will always make an effort to maintain our services, we are not responsible for any failures resulting from such events.

#### **16. Indemnity and Waiver:**

- At our request, you agree to fully compensate us and hold us (including officers, directors, agents, affiliates, licensors, and suppliers) harmless against any liabilities, claims, expenses, losses, and damages.

#### **17. Complaints**

- We have established procedures for resolving disputes when they arise. Please contact our Customer Care team if you have any issues with an order or the Platform. We respect the intellectual property of others.
- If you believe that your work has been used on our Platform without your permission, please contact us to resolve the issue.

#### **18. Governing Law and Jurisdiction**

- These Terms, as well as our policies, are governed by the laws of Hong Kong SAR. Any dispute or claim regarding these Terms falls under the exclusive jurisdiction of the HongKong SAR courts.

#### **19. Contact Us**

- To file a complaint, inquire about the Platform, or obtain more information, please feel free to contact us at FlashGreen Hong Kong at [admin@flashgreen.io](mailto:admin@flashgreen.io).