

No refund, No exchanges. No returns. Credits must be used in 6 months FIT MEAL CANADA Waiver Terms and Conditions FOODS / DELIVERIES DELIVERY FitMeal Canada takes all reasonable action to ensure safe food handling and timely delivery within the allotted times provided for regular deliveries. Once a package has arrived at its intended location and has been left with either the concierge or at the door, Fit Meal Canada holds no further liability for the safety of the package or its contents. Clients may choose to provide delivery drivers with access/lockbox codes, keys, or other means of entry into their private residence or delivery location at their own risk. Fit Meal Canada will help to facilitate any such request, but does not solicit or promote such actions, and is not responsible for loss or damages that may be incurred as a result of this personal choice.

**MENU ITEMS** The downside of ordering our food fresh means there may be times where some produce may not be seasonally available in the quantities that we need. This may occasionally result in substituting one vegetable or grain side for another. The protein portion of the meal will always remain the same, however.

**ALLERGIES and NUTRITIONAL PREFERENCES** Fit Meal Canada may or may not posts the ingredients lists and specialized icons made to represent whether the product is dairy-free (orange icon with a crossed out milk bottle on it), gluten-free (green icon with a crossed out wheat sheaf), or nut and tree nut-free (orange icon with a crossed out peanut on it), in order to maintain transparency about what we put in our food. This means that if, for example, a product has the dairy-free icon on it, no dairy was used in the preparation of that product. To reiterate, these icons represent whether each respective ingredient (or collection of ingredients) is used in the preparation of the product. However, Fit Meal Canada CANNOT GUARANTEE against cross contamination of allergens in the kitchen. Our kitchen is not a nut, dairy, or gluten free facility, and those who have anaphylactic allergies to the aforementioned items (dairy, gluten, and peanuts/tree nuts) use Fit Meal Canada products AT THEIR OWN RISK. Even in situations where we use products that do not contain gluten (rolled oats in the pancakes, for example), some ingredients themselves may have been prepared in facilities that cannot guarantee against cross-contamination.

**WAIVER** The Customer agrees to waive any claim for damages of any nature whatsoever and to release Fit Meal Canada, the owner, the manager, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from any liability or responsibility whatsoever for any ill effect, injury, or loss incurred by Vendor or any third party including, but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the purchase of food from sources other than Fit Meal Canada or the preparation or serving of food by persons other than Fit Meal Canada employees..

**WEBSITE USAGE TERMS AND CONDITIONS** Welcome to our website! If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern this websites relationship with you in relation to this website. The term us or we refers to the owner of the website. The term you refers to the user or viewer of our website. The use of this website is subject to the following terms of use: The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain

inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

**PRIVACY POLICY** We have established this Privacy Policy to explain how it protects and manages the personal information that it collects from you (the customer) online.

**Consent for Collection, Use and Disclosure** Your use of this site and/or your registration for products and services here constitute your consent to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use this website.

**Accountability** We collect, at the time of your registration and your sign-on to its web site, certain "personal information" (information that personally identifies you) including but not limited to your name, email address, and information about IP address. We take responsibility for your personal information to ensure compliance with the principles in this Privacy Policy.

**Purposes for Collecting Personal Information** We collect and use personal information for the following Identified Purposes:

- To understand customer needs regarding our services.
- To develop and provide our web site and our products and services for our customers.
- To fulfill your requests for products, services or information.
- To communicate with customers and site visitors, when necessary, and to inform customers of upgrades, as well as of other products and services available.
- To allow customers to access limited-entry areas of our site.
- To personalize some of our services and products for you and to deliver targeted advertisements and offers.
- To protect the services, products or rights of – including but not limited to the security or integrity of our website.
- To identify and resolve technical problems concerning our site, products and services.

We also use personal information in an aggregate form (i.e., not individually attributable to you) for its business analysis, operational, marketing and other promotional purposes.

**Limiting the Collection of Personal Information** We limit our collection of personal information to only that information which is necessary for the Identified Purposes. We do not direct our site to, nor does it knowingly collect any personal information from children under the age of thirteen. When you visit our website, a cookie may be placed on your computer or the cookie may be read if you have visited our website previously. We use cookies to allow us to determine which products and services you have already purchased/interested in, so that we do not provide redundant information to you. If you choose to not have your browser accept cookies from our web site, you may not be able to view all the text on the screens, or to experience a personalized visit, or to subscribe to certain service and product offerings on our web site.

**Disclosure, Processing and Retention** We do not sell, rent or disclose your personal information to anyone else.

**Security Safeguards** We will use reasonable efforts to protect customers.

**Opt-in Process** We use double opt-in process to add interested

website visitors to our email list. We follow this double opt-in process to confirm and then reconfirm by sending you a confirmation email to ensure that you are interested in receiving our newsletters and promotional emails. This is in alignment with the CAN-SPAM Act. All our newsletter and promotional email provides you with the option to unsubscribe and change your subscription options. We should not be held liable for any damage or law suits arising in connection with the subscription service offered on this website. Please read our terms and conditions before you sign up for our services. Once Payment is made I hereby understand Fit Meal Canada Waiver terms and conditions.