

Buyer Refund Policy

Last Updated: [20th April 2022]

These terms and conditions govern Meal Match's policy for Buyer refunds ("**Buyer Refund Policy**") and the obligations of the Kitchen associated with the Buyer Refund Policy. The Buyer Refund Policy applies in addition to the [Terms](#). The Buyer Refund Policy is available to Buyers who purchase and pay for a Product or Service through the Platform and suffer a Manifest Issue (as defined below). The Buyer's rights under this Buyer Refund Policy will supersede the Kitchen's cancellation policy.

All capitalised terms shall have the meaning set forth in the [Terms](#) and [Payments Terms](#) unless otherwise defined in this [Buyer Refund Policy](#).

By using the Platform as a Buyer or Kitchen, you are indicating that you have read and that you understand and agree to be bound by this [Buyer Refund Policy](#).

1.1 Manifest Issue

A "Manifest Issue" means any one of the following:

- (a) the Kitchen of the Product fails to deliver or fails to procure the delivery of the Product to the Buyer within a reasonable time; or
- (b) the Listing's description or depiction of the Product is materially inaccurate with respect to:
 - (i) the size or quality of the Product;
 - (ii) the physical condition of the Product (including temperature);
 - (iii) the owner of the Product;
 - (iv) the certificate of authenticity or provenance;
 - (v) features represented in the Listing are misleading or deceptive; or
 - (vi) the physical location of the Product.

1.2 The Buyer Refund Policy

If you are a Buyer and suffer a Manifest Issue, we agree, at our discretion, to either:

- reimburse you up to the amount paid by you through the Platform ("**Total Fees**") depending on the nature of the Manifest Issue suffered; or
- use our reasonable efforts to find and purchase for you another Product which is reasonably comparable to the Product described in your original Purchase. All determinations of Meal Match with respect to the Buyer Refund Policy, including without limitation the size of any refund and the comparability of alternate Products, shall be in Meal Match's discretion, and final and binding on the Buyers and Kitchens.

1.3 Conditions to Claim a Manifest Issue

To submit a valid claim for a Manifest Issue and receive the benefits with respect to your Purchase, you are required to meet each of the following conditions:

- (a) you must be the Buyer that purchased the Product;

- (b) you must bring the Manifest Issue to our attention [in writing](#) or via telephone and provide us with information (including photographs or other evidence) about the Product and the circumstances of the Manifest Issue within 24 hours after the later of:
- the date of the expected delivery of the Product; or
 - you discover the existence of the Manifest Issue, and must respond to any requests by us for additional information or cooperation on the Manifest Issue;
- (c) you must not have directly or indirectly caused the Manifest Issue (through your action, omission or negligence); and
- (d) unless Meal Match advises you that the Manifest Issue cannot be remediated, you must have used reasonable efforts to try to remedy the circumstances of the Manifest Issue with the Kitchen prior to making a claim for a Manifest Issue.

1.4 Minimum Quality Standards

If you are a Kitchen, you are responsible for ensuring that the Products you list on Meal Match Platform meet minimum quality standards regarding adequacy of the Listing description and Product and do not present a Buyer with Manifest Issues. After purchase of a Product, Kitchens should be available, or make a third-party available, in order to try, in good faith, to resolve any Buyer issues.

1.5 Kitchen Responsibilities and Reimbursement to Meal Match

If you are a Kitchen, and if:

- Meal Match determines that a Buyer has suffered a Manifest Issue related to a Product listed by a Kitchen or Influencer, and
- Meal Match either reimburses that Buyer (up to their Total Fees) or provides an alternative Product to the Buyer,

you agree to reimburse Meal Match the amount paid by Meal Match to either reimburse that Buyer or provide an alternative Product to the Buyer, within 30 days of Meal Match's request.

If the Buyer is relocated to an alternative Product, you also agree to reimburse Meal Match for reasonable additional costs incurred to relocate the Buyer. You authorize Meal Match Payments to collect any amounts owed to Meal Match by reducing your Payout or as otherwise permitted pursuant to the [Payments Terms](#).

1.6 Kitchen Acknowledgement

As a Kitchen, you understand that the rights of Buyers under this Buyer Refund Policy will supersede your selected cancellation policy. If you dispute the Manifest Issue, you may [notify us](#) or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Manifest Issue, provided you must have used reasonable and good faith efforts to try to remedy the Manifest Issue with the Buyer prior to disputing the Manifest Issue claim.

1.7 General Provisions

- (a) No Assignment/No Insurance

This Buyer Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Buyer, and the Buyer has not paid any

premium in respect of the Buyer Refund Policy. The benefits provided under this Buyer Refund Policy are not assignable or transferable by you.

(b) Modification or Termination

Meal Match reserves the right to modify or terminate this Buyer Refund Policy, at any time, in its sole discretion. If Meal Match modifies this Buyer Refund Policy, we will post the modification on the Platform or provide you with notice of the modification and Meal Match will continue to process all claims for Manifest Issues made prior to the effective date of the modification.

(c) Entire Agreement

This [Buyer Refund Policy](#) constitutes the entire and exclusive understanding and agreement between Meal Match and you regarding the Buyer Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Meal Match and you regarding the Buyer Refund Policy.

1.8 Contracting Meal Match

If you have any questions about the Buyer Refund Policy, please [email us](#).