

FULLEI FRESH TERMS AND CONDITIONS

Revised May 3, 2020

The Terms and Conditions set forth herein are legally binding between you and Kwokcheng Enterprise Inc. (DBA Fullei Fresh and hereinafter referred to as “Fullei Fresh”.) By purchasing from Fullei Fresh, you agree to these Terms and Conditions.

Our Privacy Policy can be found on www.fulleifresh.com. By purchasing from Fullei Fresh you are agreeing that we can process your information in the ways set out in the Privacy Policy.

You are responsible for providing accurate information. Misleading or false information, as well as impersonating another person, are prohibited and are cause for order cancellation or termination of our relationship.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. If you are sharing an account, then the person whose financial information is on the account will ultimately be responsible for all activity. If you are registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Your account is not transferable. You are responsible for paying orders in full, including applicable taxes, import duties, customs and shipping.

Minors under age 18 are only permitted to make a purchase through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. The parent or legal guardian is responsible for any and all account activity conducted by a minor on your account.

You agree not to interfere with or harm our systems through malicious software or viruses or the like.

You may post reviews and comments so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. Fullei Fresh reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content, and unless we indicate otherwise, you grant Fullei Fresh a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Fullei Fresh the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Fullei Fresh for all claims resulting from content you supply. Fullei Fresh has the right but not the obligation to monitor and edit or remove any

activity or content. Fullei Fresh takes no responsibility and assumes no liability for any content posted by you or any third party.

All content (including images and information) on www.fulleifresh.com and the company's social media sites are property of Fullei Fresh and protected by United States and international copyright laws. They are not to be copied, altered, downloaded or used without written consent. The Fullei Fresh name and logo are registered trademarks.

You may terminate your account at any time. Fullei Fresh also reserves the right to suspend or terminate your account at any time without warning.

Products are shipped in good condition and become your responsibility upon receipt of delivery. Refunds are at Fullei Fresh's discretion and are not guaranteed. Only unused, unopened, nonperishable items with their labels, packaging and contents completely intact are eligible for a refund. Refund requests are to be received in writing within 14 days of shipping.

You will be charged a 20% restocking fee and receive a refund that equals 80% of the value of the returned product on your credit card.

Upon approval by Fullei Fresh, you will be given a Return Authorization Number (RA#) and return instructions. The RA# must be clearly marked in and on your package in order for us to process your return. Products under return request must be shipped back at your expense and be received within 14 days of return request approval. Upon receipt, Fullei Fresh staff will evaluate the condition of the items returned and if deemed in good condition, your refund will be processed within 30 days of item receipt back to Fullei Fresh. For your benefit, it is suggested that you ship the item back insured and with a signature required; a refund will not be honored for refund items lost in transit, not received by Fullei Fresh or received in poor condition (ie. used, opened, damaged, missing labels, packaging or contents.) Items returned without a Return Authorization may be issued a refund at Fullei Fresh's discretion and a refund is not guaranteed. Should the refund be denied, you may choose to have the items shipped back to you at your expense.

Fullei Fresh makes efforts to accurately display products and descriptions. However, from time to time there may be variations. Fullei Fresh does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free.

Fullei Fresh may run promotions or coupons from time to time and reserves the right to end such promotions and coupons at any time without notice.

FULLEI FRESH AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH FULLEI FRESH ARE PROVIDED BY FULLEI FRESH ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. FULLEI FRESH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF FULLEI FRESH, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH FULLEI FRESH, UNLESS OTHERWISE

SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF FULLEI FRESH IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, FULLEI FRESH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FULLEI FRESH DOES NOT WARRANT THAT FULLEI FRESH, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH FULLEI FRESH, FULLEI FRESH'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM FULLEI FRESH ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, FULLEI FRESH WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY FULLEI FRESH SERVICE OR PRODUCT, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH FULLEI FRESH, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

Any dispute or claim relating in any way to your use of, or to any products or services sold or distributed by Fullei Fresh or through fulleifresh.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Fullei Fresh reserves the right to make changes to our site, policies, Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

These Terms and Conditions are governed by the laws of the State of Florida and any applicable federal laws.

Fullei Fresh can be reached by mail at 400 NE 67 Street, Miami, FL 33138 or by e-mail at sales@fulleifresh.com.