SECONDBITE TERMS & CONDITIONS

Effective Date: 7 September 2026

These Terms & Conditions ("Terms") govern your use of the SecondBite mobile application, website, and related services (collectively, the "Platform").

By creating an account, accessing or using the Platform, or purchasing a SecondBite Surprise Bag, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Platform.

1. ABOUT SECONDBITE

SecondBite is a food rescue marketplace that connects customers with participating cafés, bakeries, restaurants, grocery stores, and other food businesses ("Merchants").

Merchants may offer unsold or surplus food as "SecondBite Surprise Bags" at a reduced price. SecondBite facilitates the discovery, reservation, and payment process through the Platform.

SecondBite does not prepare, package, store, or independently inspect the food offered by Merchants. Each Merchant remains responsible for the food it provides to customers.

2. YOUR ACCOUNT

You may need to create an account to use certain features of the Platform.

You agree to:

- provide accurate and complete information;
- keep your account information up to date;
- keep your login credentials secure;
- use only your own account; and
- use the Platform lawfully and in accordance with these Terms.

You must not create an account using false information, create multiple accounts to misuse the Platform, or use the Platform for fraudulent, unlawful, abusive, or harmful purposes.

You are responsible for activity carried out through your account. If you believe your account has been accessed without your permission, please contact SecondBite promptly.

SecondBite may suspend or terminate accounts that violate these Terms or are reasonably suspected of fraudulent, abusive, or unlawful activity.

3. SECONDBITE SURPRISE BAGS

A SecondBite Surprise Bag contains unsold or surplus food made available by a Merchant.

The purpose of the Platform is to help Merchants rescue surplus food, the contents of a Surprise Bag may vary and will not be known in advance.

SecondBite does not guarantee a particular item, brand, flavor, portion, or combination of food.

The food provided will depend on the Merchant's available surplus at the relevant time.

Merchants are responsible for ensuring that the food they provide is safe and suitable for sale and complies with applicable food safety and hygiene requirements.

If you have food allergies, intolerances, dietary restrictions, or other specific food requirements, you should check with the Merchant before purchasing or collecting a Surprise Bag.

SecondBite cannot guarantee that a Surprise Bag will meet your individual dietary requirements.

4. PURCHASING AND PAYMENT

You may purchase an available Surprise Bag through the Platform by following the applicable ordering and payment process.

An order is confirmed only after successful payment and the relevant order confirmation has been issued through the Platform.

The price displayed on the Platform at the time of purchase is the amount payable by you, unless otherwise stated.

By making a purchase, you authorize SecondBite and its payment service providers to process the applicable payment.

Payment services may be provided by third-party payment providers. SecondBite is not responsible for delays, errors, or failures caused by a third-party payment provider, except where required by applicable law.

If payment is unsuccessful, declined, reversed, or otherwise not completed, the order will not be considered confirmed unless SecondBite expressly confirms otherwise.

5. PICKUP

You must collect your Surprise Bag from the relevant Merchant at the stated location and during the Pickup Window shown on the Platform.

You may be required to show your order confirmation or other order information when collecting your Surprise Bag.

You are responsible for:

- going to the correct Merchant location;
- arriving during the stated Pickup Window; and
- providing the information reasonably required to verify your order.

The platform will indicate the time for you to pick-up your order from the Merchant Outlet. The Merchant shall not be obliged to provide the order to you if you fail to pick-up your order within the specific time as shown in the platform and may dispose the order thereafter. In such instance, SecondBite and the Merchant shall not be liable to you, and you shall not be entitled to a replacement of order or refund.

All risk in the products shall pass to you upon collection. After the collection of your Surprise Bag is complete, you shall solely be liable for any loss, damage, contamination, soiling or detention of your Surprise Bag (including, but not limited to, containers) whether caused directly or indirectly by you or any person acting on your behalf.

6. CANCELLATIONS AND REFUNDS

6.1 Customer Cancellations

Once a purchase has been successfully completed, you cannot cancel the order or request a refund simply because you changed your mind, are unavailable, or are unable to collect the Surprise Bag.

6.2 Merchant Cancellations

A Merchant may cancel an order where, for example:

- the expected surplus food is no longer available;
- the outlet is unable to operate;
- there is a food safety or quality concern; or
- other circumstances prevent the Merchant from fulfilling the order.

If a Merchant cancels your order, SecondBite will arrange a refund in accordance with its applicable refund procedures.

6.3 Other Refunds

SecondBite may issue a full or partial refund where appropriate, including in circumstances involving:

- a Merchant cancellation;
- duplicate or erroneous payment;
- a material issue with the Surprise Bag;
- a food safety concern;
- a technical or payment processing error; or
- circumstances where a refund is required by applicable law.

Where a refund is approved, it will generally be made to the original payment method used for the purchase.

The time required for a refund to appear may depend on the relevant payment provider or financial institution.

6.4 Complaints

If you have an issue with an order, Surprise Bag, pickup, or other transaction, you should contact SecondBite through the available support channel and provide relevant order details and any supporting information requested.

SecondBite may review the circumstances and determine whether a refund or other resolution is appropriate.

Nothing in these Terms limits any rights you may have under applicable law.

7. MERCHANTS AND FOOD SAFETY

Merchants are responsible for the preparation, handling, packaging, storage, quality, and safety of the food they provide through the Platform.

Merchants must comply with all applicable food safety, hygiene, labelling, allergen, and other legal requirements.

SecondBite does not prepare, handle, package, store, or independently inspect food provided by Merchants.

If you believe that food collected through the Platform is unsafe, do not consume it and contact the Merchant and/or SecondBite as soon as reasonably possible.

SecondBite may investigate reported food safety or compliance concerns and may suspend or restrict a Merchant or listing where appropriate.

8. YOUR USE OF THE PLATFORM

You must not:

- use the Platform for unlawful, fraudulent, or deceptive purposes;
- provide false, misleading, or fraudulent information;
- misuse refunds, cancellations, or promotional benefits;
- interfere with or disrupt the Platform;
- attempt to gain unauthorized access to another account or system;
- scrape, copy, reproduce, or commercially exploit Platform content without permission;
- introduce malicious software or other harmful material; or
- harass, threaten, abuse, or otherwise harm Merchants, SecondBite, other users, or our personnel.

SecondBite may take appropriate action where you breach these requirements, including restricting or terminating your access to the Platform.

9. PRIVACY AND PERSONAL DATA

SecondBite may collect and process personal information in connection with your use of the Platform.

This may include information such as your name, contact details, account information, purchase and order information, payment-related information, location information where enabled, technical information, and information you provide when contacting support.

SecondBite may use this information to:

- create and manage your account;
- process purchases and payments;
- facilitate order pickup;
- provide customer support;
- process refunds;
- maintain Platform security;
- prevent fraud and misuse;
- improve the Platform and services;
- comply with legal and regulatory obligations; and
- send marketing communications where permitted by applicable law and, where required, with your consent.

SecondBite may share relevant information with Merchants, payment providers, technology and service providers, professional advisers, regulators, and other parties where reasonably necessary to provide the Platform, process transactions, maintain security, or comply with legal obligations.

Merchants may receive limited customer information necessary to fulfil and manage your order. Merchants must use such information only for appropriate order-related purposes and handle it in accordance with applicable data protection requirements.

SecondBite takes reasonable steps to protect personal information from unauthorized access, use, disclosure, alteration, or loss.

10. INTELLECTUAL PROPERTY

The Platform and its content, including its software, design, branding, logos, text, graphics, images, and other materials, are owned by or licensed to SecondBite and are protected by applicable intellectual property laws.

You may use the Platform only for its intended purpose and in accordance with these Terms.

You must not copy, reproduce, modify, distribute, sell, or commercially exploit SecondBite's intellectual property without prior written permission.

11. PLATFORM AVAILABILITY

SecondBite aims to keep the Platform available and functioning properly but does not guarantee that the Platform will always be available, uninterrupted, secure, or error-free.

The Platform may occasionally be unavailable due to maintenance, updates, technical issues, third-party services, network problems, or circumstances beyond SecondBite's reasonable control.

SecondBite may modify, suspend, or discontinue any part of the Platform where reasonably necessary.

12. LIABILITY

SecondBite operates as a marketplace and facilitator connecting customers with Merchants.

SecondBite does not prepare, handle, package, store, or independently inspect food provided by Merchants. Merchants remain responsible for their food, operations, employees, premises, and compliance with applicable laws and requirements.

To the maximum extent permitted by law, SecondBite will not be responsible for indirect, incidental, special, or consequential loss arising from your use of the Platform or your purchase or collection of food from a Merchant.

SecondBite does not accept any liability for any delays, failures, errors or omissions or loss of transmitted information, viruses or other contamination or destructive properties transmitted to you or your computer or device via our Platform.

You agree to defend, indemnify, and hold harmless SecondBite from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Platform and services or any breach by you of these Terms of Service.

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.

13. CHANGES TO THESE TERMS

SecondBite may update these Terms from time to time to reflect changes to the Platform, our services, legal requirements, or other operational needs.

Where appropriate, we will provide notice of material changes through the Platform or other reasonable means.

Your continued use of the Platform after updated Terms take effect constitutes acceptance of the revised Terms.

If you do not agree to the updated Terms, you should stop using the Platform.

14. TERMINATION

You may stop using the Platform at any time.

SecondBite may suspend or terminate your access to the Platform if you breach these Terms, engage in fraudulent or unlawful activity, misuse the Platform, or where reasonably necessary to protect SecondBite, Merchants, customers, or the Platform.

Termination or suspension does not affect rights or obligations that arose before termination, including obligations relating to completed purchases, refunds, payments, or claims.

15. GOVERNING LAW

These Terms are governed by the laws of Malaysia.

Any dispute arising out of or relating to these Terms or your use of the Platform shall be subject to the applicable courts of Malaysia.

16. CONTACT US

If you have any questions or concerns about these Terms or your use of the Platform, please contact us at:

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