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The following terms and conditions for all current uses of this website and disclaimers ("Terms") constitute a binding agreement between you and TUT Diet Supplements Singapore Pte. Ltd.

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You should print a copy of the Terms for future reference, since Terms may have changed since your last Use.

### **GENERAL**

1. These Terms shall govern your current Use of this website. These Terms supersede all terms and conditions that may have been published previously on this site.
2. If you are not 18 years old, please ask your parents or other adults whether you are of age to use this website and to order goods and services from it. There may be local laws that make it inappropriate for you to use this site or make purchases from it. You and the adults whom you must consult are solely responsible for determining if you may use this site lawfully.
3. These Terms are subject to change at any time without notice.
4. You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with the Terms.
5. We attempt to ensure that information on this website is complete, accurate and current. Despite our efforts, the information on this website may occasionally be inaccurate, incomplete, or out of date.
6. Descriptions, depictions, representations, and/or specifications for the products and services on offer at this website are intended as a guide only and only give a general approximation of the efficacy of the products.
7. You shall use this website in a legal, honest, and inoffensive manner, in compliance with generally accepted internet usage practice from time to time, and in compliance with the prevailing standards of your own community.
8. This website may offer online entertainment services that are adult in nature. It may contain graphic depictions and descriptions of explicit sexual activity and/or sell adult products. You acknowledge that you are aware of the nature of the content on this site, that you are not offended by it, and that you access this site voluntarily.
9. These Terms are organized under titles in order to group information into "user-friendly" categories. The titles are not to be used for purposes of interpreting the Terms.

### **ORDERS**

We have the right to refuse to accept any orders placed for TUT Diet Supplements Singapore Pte. Ltd.

1. Products and services. Your order for products shall only be binding on us when you receive confirmation that a product has shipped. If we refuse your order, your money will be returned in full.
2. You are responsible for the accuracy of all information you provide that is necessary for us to process your order and/or ship your order to the correct location. If an order has not been shipped, or shipped to an incorrect location due to such inaccuracy, you alone are responsible.
3. The provision of products and services is subject to availability. If products are out of stock, TUT Diet Supplements Singapore Pte. Ltd. will inform you as soon as possible. You will be given the option of waiting until the products are in stock or of canceling your order.
4. If you have any problems or concerns regarding TUT Diet Supplements Singapore Pte. Ltd. products, you can reach us via the customer service contact information supplied on this website.
5. Dates for delivery are estimates only and are not guaranteed. Time is not of the essence in relation to such dates. They are also subject to any matter beyond our reasonable control.
6. If a delivery requires a signature to confirm receipt, it is your responsibility to ensure that there is someone at the delivery address to sign for the products when delivered. It is also your responsibility to collect the products from any postal collection depot and/or arrange an alternative delivery date if you are not available to sign for the products.
7. The carrier makes three attempts to deliver the products to you. If no-one is available to sign for the items, you alone are responsible and no money back guarantee applies.
8. If you place your order by post, please complete the order form and send it to us, along with payment, to the address given. We have no liability to you in respect of orders that do not reach us.
9. Any products purchased are for personal use only. The products cannot be resold and cannot be given to any third party.
10. The availability of this website may be outside our control and in the hands of third party providers. We cannot guarantee the level of availability of this site for your orders or other Use.
11. We are not responsible for safe delivery of goods because we do not ship the products directly. If the products are not delivered, arrive late, or are damaged in transit, you must take this up with the carrier. We will provide you with their contact details upon request.
12. Payment is due at the time you place your order.
13. We do not accept your order until we receive notice from our credit card merchant that your payment has been authorized and/or we have received payment in full in cleared funds.
14. If for any reason payment in full is not made, we may withhold or suspend delivery of the products.
15. We will return your money for each pack that hasn't been opened if you aren't satisfied with the results of treatment. But please note that the receipt is required, what is more, we will refund only the cost of supplement, shipping costs are not refundable.

## **LIABILITY**

1. The word "Liability," as used in the Terms, means any and all damages, claims, proceedings,

actions, awards, expenses, costs and other losses.

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SETTLED SOLELY BY ARBITRATION STRICTLY BETWEEN YOU AND US, THE RESULT OF WHICH SHALL BE BINDING UPON ANY PARTIES INVOLVED, AND ANY JUDGMENT UPON ANY AWARD OF THE ARBITRATORS MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. TUT Diet Supplements Singapore Pte. Ltd. DISCLAIMS ALL LIABILITY FOR REPRESENTATIONS AND WARRANTIES MADE ON OTHER WEBSITES ABOUT THE PRODUCTS AND SERVICES ON OFFER AT THIS WEBSITE IF SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE INCONSISTENT WITH REPRESENTATIONS AND WARRANTIES MADE ON THIS WEBSITE.

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1. We do not sell databases to third parties that contain our customers' personal information. We are committed to safeguarding your personal information.
2. We may contact you in the event that we wish to inform you of other products and services that we believe may interest you.
3. If we are under an order from a court of law, law enforcement authority, or regulatory agency to render personal details of our customers, such a legal mandate may leave us no choice but to comply. Please be aware that every business, both on and off the internet, is subject to the same privacy limitation.
4. When you order products and provide certain personal information such as your contact details, credit/debit card details, or other payment details, this information may be processed by us on servers that reside outside Singapore. By placing orders for the products, you

- consent to the transfer of your data to the location(s) at which our servers reside.
5. We may use a third party credit card merchant to take your payment. This third party will check and process your payment details. There are strict obligations that govern credit card merchants' handling of personal data. However, we cannot be held responsible for actions by this third party. We accept no liability for loss and/or damage that you may suffer as a result of this third party's acts and/or omissions. We advise you to print and retain a copy of each card transaction for future reference.
  6. There is an inherent risk that any communication, whether by e-mail, fax, telephone, or post, can be intercepted by third-parties. We do not accept any liability for external compromise of security and/or confidentiality in relation to transmissions sent by any of these media.
  7. Our site may place cookies on your computer. Cookies are software applications placed on your hard drive by many websites. The aim of a cookie is to track your website preferences and habits in order to make visits more productive. You should ensure that your browser software is set not to accept cookies if you do not wish to receive them.
  8. You shall not use this website and any service made available to you via this website to attempt to gain access to and/or interfere with the functioning, operation or security of any network and/or system or in order to monitor a third party's use of the internet.

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## **ENFORCEMENT**

1. No waiver by us of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same provision or other provision.
2. If any provision of the Terms is held by a legal authority pertinent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
3. We shall have no Liability to you for any delay in performance to the extent that such delay is due to any event outside our reasonable control including but not limited to acts of God, war, flood, fire, labor disputes, sub-contractor delays, strikes, lock outs, riots, civil

commotion, malicious damage, explosion, governmental action and any other similar events. If we are affected by any such event, then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

4. All third party rights are excluded and no third party shall have any right to enforce these Terms.
5. For this particular Use, this agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and TUT Diet Supplements Singapore Pte. Ltd. with respect to this website. No modification of this agreement shall be effective unless it is authored by TUT Diet Supplements Singapore Pte. Ltd. and physically signed in blue ink by a director of TUT Diet Supplements Singapore Pte. Ltd.

## **COOKIES POLICY**

### **1. What are cookies?**

A cookie is simply a tiny text file containing pieces of data, stored on your computer or other device when you visit a website. Cookies are used to facilitate navigation of websites you visit but don't collect any information stored on your computer or in files.

Cookies assure the maximum accuracy of services and thus facilitate the use of a web browser. To protect your privacy, web browsers allow access to a web page for cookie files that have already been placed on your computer.

### **2. Why do we use cookies?**

We use cookies to find out more about the way in which users navigate our websites, which makes it possible for us to provide you with better information tailored to your individual needs and improve your experience on our websites.

Cookies remember the type of a web browser you use and other browser add-ons installed on the computer. They also remember choices you make, like language or region. They are saved as default settings and used when you visit the site again. These files also allow Internet users to assess web pages and post comments.

### **3. What types of cookies do we use?**

#### **Strictly Necessary Cookies**

These are essential cookies that let you to move around the website and use its features. Without them, services registration and logging in cannot be provided. These cookies don't collect any information about you that could be used for marketing or remembering where you've been on the internet.

#### **Performance Cookies**

These collect information about how you use a website, for instance, which pages you go to most often. They don't collect information that identifies you; all the information is anonymous. It is used only to improve how the website works.

#### **Functionality Cookies**

These remember choices you make (such as your user name or language) and provide personal features. They can remember changes you have made to text size, fonts and other parts of web pages that you can customise. They may also provide services you've asked for, such as watching a video or commenting on a blog. The information they collect can be made anonymous. They can't track other websites you visit.

#### **Targeting Cookies**

These deliver adverts or messages relevant to you and your interests. Sometimes targeting cookies are linked to other sites, e.g. social networking sites.

#### **Temporary or more long-term cookies**

Within these four categorisations of cookie, cookies are sorted as either temporary ('Session' cookies) or more long-term ('Persistent' cookies).

'Session' cookies link your actions in one session only. This 'session' starts when the webpage is opened and finishes when it is closed. Then the cookie is deleted forever.

'Persistent' cookies are where the cookie remains on a computer or other device for a specific period of time. They are activated automatically when you visit a particular website.

**4. How to block or delete cookies?**

If you decide you're not happy with the use of cookies on this website, you can easily delete them from the cookie folder of your browser. You can also set your browser to block cookies or to send a warning notice before a cookie is stored on your computer. More information about cookies you will find in your browser's menu.

When you block cookies, you can still use our websites but it will have a negative impact on the usability of these websites.

## **CUSTOMER SERVICE**

- 1.** If you are unhappy with any aspects of the services and/or products that we have provided to you or have any queries or comments regarding the service, please email us at [cs@xtrasize.sg](mailto:cs@xtrasize.sg)

## **CONTACT**

TUT Diet Supplements Singapore Pte. Ltd.