

## Fitotiffin Terms & Conditions

Service Areas: Surrey, Langley, Burnaby, Coquitlam and Vancouver BC

Effective Date: 20 Aug, 2025

### 1. SERVICE AREA & ELIGIBILITY

Fitotiffin services are exclusively available to residents within the following British Columbia municipalities:

Surrey

Langley

Burnaby

Coquitlam

Vancouver (except West Vancouver and North Vancouver)

#### 1.1 Eligibility Requirements

Customers must be 19+ years of age (BC legal adult age)

Valid residential address required at checkout

Orders placed outside designated service areas:

Will be automatically cancelled

Subject to 15% refund processing fee (\$15 minimum)

No exceptions for "nearby" addresses

### 2. SUBSCRIPTION MANAGEMENT

#### 2.1 Plan Commitments

All plans are binding for the full billing cycle

No midcycle cancellations permitted

Paid plans will be delivered in full regardless of customer preference changes

| Modification Type | Deadline | Fee | Restrictions |

| 2.2 Modifications | 48 hours before renewal | None | Must email [support@fitotiffin.ca](mailto:support@fitotiffin.ca) |

| Cancellations | 48 hours before renewal | None | Must email [support@fitotiffin.ca](mailto:support@fitotiffin.ca) |

| Pauses | 48 hours before renewal | None | Max 4 weeks/year | Must email [support@fitotiffin.ca](mailto:support@fitotiffin.ca)

| Late modifications / cancellations/ pauses | After deadline | \$15 | Non-refundable |

Renewal occurs automatically at 12:00 AM PST on scheduled date

### 3. DELIVERY TERMS

#### 3.1 Service Protocol

Delivery window: 4:00 PM 10:00 PM PST Sunday, Tuesday and Thursday

Contactless doorstep dropoff only

No recipient signature required

#### 3.2 Customer Responsibilities

Ensure clear/safe access to delivery location

Provide accurate gate codes/entry instructions

Clear snow/ice from pathways in winter months

Retrieve meals promptly after delivery

Fitotiffin is not responsible for meals after delivery confirmation

Nutritional data provided is based on standard recipes. Actual values may vary by  $\pm 15\%$  due to:-

Seasonal ingredient variations

- Customization requests

- Natural fluctuations in produce

Not intended as medical advice. Consult a dietitian for specific dietary needs.

#### 4. ALLERGEN DISCLAIMER

##### 4.1 Facility Warning

Our production facility processes:

Wheat  
Tree nuts  
Milk  
Soy  
Shellfish  
Sesame  
Mustard  
Peanuts

##### 4.2 Customer Acknowledgement

I understand and accept that:

1. Cross-contamination risks exist despite precautions
2. Medical consultation is required if I have food allergies
3. Fitotiffin assumes NO liability for any allergic reactions
4. I will not hold Fitotiffin responsible for health complications

#### 5. PAYMENT & REFUND POLICY

##### 5.1 Payment Terms

Full payment required before first delivery  
GST (5%) included in all prices

##### 5.2 Non-Refundable Scenarios

Taste preferences or meal dislikes  
Changed dietary requirements  
Failure to retrieve deliveries  
Weather-related access issues  
Address errors  
Late modification requests

##### 5.3 Refund Processing

Out of area orders: 15% processing fee (\$15 minimum)  
Refunds processed within 7-10 business days  
Credits issued at company discretion only  
Promotions & Discounts  
First-Time Offers:  
› Limited to one per household  
› Requires new email/phone number

We reserve the right to substitute ingredients due to:

Supply chain disruptions  
Ingredient quality issues  
Seasonal availability  
Substitute items will maintain nutritional equivalence where possible.

#### 6. Photo/Content Release

Customer agrees that food photos shared on social media @Fitotiffin may be used for marketing purposes without compensation.

#### 7. Pricing Changes

Prices subject to change with 30-day notice. Existing subscribers maintain current pricing for active plan cycles.

## 8. Children's Policy

Meals designed for adult consumption. Portion sizes unsuitable for children under 12. Parents assume full responsibility for child consumption.

## 9. Pet Food Disclaimer

Our meals contain ingredients toxic to pets (onions, garlic, etc.). Fitotiffin not liable for pet illness from consumption.

## 10 Intellectual property Disclaimer

### Social Media Content Release

By tagging @Fitotiffin or using #Fitotiffin on social media, you grant Fitotiffin a perpetual, royalty-free license to:

- Reproduce, modify, and distribute your content across all media
- Use your username, likeness, and content for promotional purposes
- Sublicense these rights to marketing partners

You warrant that you release Fitotiffin from all claims related to its use.

## 11. COMMUNICATION PROTOCOL

### 11.1 Response Requirements

Situation	Channel	Response Time	Consequence	
Payment issues	Email	48 hours	Service suspension	

### 11.20 Authorized Channels

Email: support@fitotiffin.ca

## 12 LIABILITY WAIVERS

### 12.1 Limitations

Fitotiffin's maximum liability is limited to the value of one week's meals. We are not liable for:

- Allergic reactions or health complications
- Food preferences or taste dislikes
- Weather-related delivery failures
- Improper food storage by customer
- Theft of deliveries after dropoff
- Consequences of customer non-compliance

### 12.2 Legal Provisions

Class action waiver: All disputes resolved individually

Jurisdiction: Disputes resolved in Surrey, BC courts

## 13. CUSTOMER ACKNOWLEDGEMENTS

By placing an order, I certify that:

1. I reside in Surrey, Langley, Burnaby, Coquitlam or Vancouver (except North and West Vancouver)
2. I accept ALL allergen risks without exception
3. I understand there are NO cancellations after payment
4. I authorize contact via SMS/email
5. I accept \$15 fees for late changes and out of area orders.
6. I will NOT receive refunds for taste preferences.

## 14. DISPUTE RESOLUTION

### 14.1 Official Process

1. First Contact: support@fitotiffin.ca (48 hour response)
2. Mediation: Consumer Protection BC
3. Legal Action: Small Claims Court of BC (claims <\$35,000)

### 14.2 Arbitration Requirement

Mandatory for claims exceeding \$1,000

Full Document Access:  
[fitotiffin.ca/terms](https://fitotiffin.ca/terms)

Disclaimer: This document does not replace legal counsel.

Attestation Clause for Website Checkout:

"By clicking 'Submit and Check Out', you legally accept all Fitotiffin Terms & Conditions without exception"