

機滙自動購貨計劃條款及規章

本計劃乃一項自選性安排，機滙獨立直銷商(直銷商)可參與本計劃，透過使用其信用咭或自動轉賬持續付款購買預選產品。本合約一經簽署，有意參與本計劃的直銷商(「本人」)同意遵從下列條款與規章(「此等條款與規章」)：

- A. 本人將於本合約上註明本人十二(12)個月欲收取的貨品名稱及數量。
- B. 本人將在本合約的適當空格，向機滙填報本人或直系親屬之有效的信用咭號碼、信用咭有效日期、信用咭持有人名稱、信用咭持有人之簽署或填妥銀行直接付款授權書，及提交任何機滙所需之文件及資料。本人將以信用咭或銀行自動轉賬繳付一切按照本計劃所訂購的預選產品。
- C. 本人明白並同意根據本合約領取/收取申請本合約上註明的預選產品，除非機滙在某一個月的扣數日 10 個工作天或之前收到合乎機滙格式的書面通知修改，以作下次的更改，更改後之業績額必須等如或高於 680 業績額。如本人根據本合約選擇自動領取預選產品，本人同意在機滙指定的期間之內到取。如本人選擇送貨送至某一地址，但在機滙通知本人的送貨日未能收取預選產品，本人明白機滙不會再送貨，本人同意親蒞機滙提取預選產品。
- D. 本人明白並同意，機滙可能在本合約期間終止供應部份預選產品，在此情況下，機滙將會通知本人有關的變更，並繼續向本人提供其餘預選產品，機滙可全權決定如何增加其餘預選產品的量數，以達到 680 業績額，「預選產品」一詞即指此等產品，直至機滙收到本人書面指示另作安排為止。在與本合約之其它條款無抵觸之情況下，機滙如於某一個月的扣數日 10 個工作天或以前收到本人此指示，便於下次根據本人書面通知內之指示作更改。機滙將根據供應產品的改變自動調整價格及/或送貨費用。
- E. 本人明白並同意預選產品的價格可能基於貨品重新包裝、改良或其他因素而出現變更。如貨品價格需作改動，機滙將通知本人有關價格的調整，除非機滙於某一個月的扣數 10 個工作天或以前收到本人合乎機滙格式的通知，於下次另作安排，否則機滙將根據調整後之價格繼續向本人提供預選產品，而本人亦將視為同意以調整後之價格購買預選產品。
- F. 本人現授權機滙安排透過本人或直系親屬在本合約上註明的信用咭戶口或銀行戶口，每月自動支付本計劃的款項及送貨費用(如適用)。
- G. 本人明白並同意，如購貨支付用的信用咭或銀行戶口已逾期失效、被取消、存款不足或以其他方式被終止或戶口已結束，則機滙毋須給予事前通知，可即時終止本合約。
- H. 本人明白並同意，如本人於本計劃期間取消任何預選產品或取消本合約，機滙可馬上撤銷本人已於本計劃享有的優惠折扣或免費送貨服務，機滙可自本人或直系親屬之信用咭或銀行戶口扣取優惠折扣及送貨價值之總數。機滙亦有權將優惠折扣及送貨價值之總數自機滙要付本人的獎金中抵銷。
- I. 本人明白並同意，如本人違反此等條款及規章的任何一項，機滙有權毋須作事前通知而解除本合約。如本合約因任何理由已被終止，本人可重交一份新的機滙自動購貨計劃申請合約，申請重新參加本計劃，唯機滙絕對有權接受或拒絕本人申請。如機滙接受本人申請，機滙有權要求本人先支付本人之前享有的優惠折扣及送貨價值之總數，機滙亦有全權額外要求本人符合其他條件。
- J. 本人明白並同意，若本人不希望本計劃於期滿日後自動續期，機滙必須於期滿日一(1)個月前接到本人書面通知，取消本計劃。如本人未能及時通知，則機滙有權根據本合約之條件及規章於期滿日起自動續期十二(12)個月，包括但不限於根據本合約第F段自本人或直系親屬之信用咭或戶口扣除費用。
- K. 本人明白並同意，如本人違反機滙獨立直銷商協議及獨立直銷商購買合約或其更改版本的任何條款及規章，機滙可毋須作事前通知而解除本合約。
- L. 本人明白並同意本合約於任何情況下均不會取代或修訂本人與機滙簽訂的獨立直銷商協議或獨立直銷商購買合約(及其更改版本)的任何條件和規章。
- M. 透過本計劃所購買的預選產品，不接受退貨換款(但可依獨立傳銷商購買合約更換同一產品)，除非機滙另作決定。
- N. 本人明白機滙有權隨時發給本人十(10)個工作天通知修改本合約，及通知本人關於任何機滙訂立的和本計劃有關的政策和程序(「機滙自動購貨計劃政策及程序」)及其修改。除非機滙於通知期內收到本人書面反對，否則本人將被視為同意該修改和機滙自動購貨計劃政策及程序，及其有關修改。
- O. 本協議有中、英文兩個版本，若兩版本有任何差異，以英文版本為準。
- P. 於本合約，「工作天」指香港銀行開門營業的日子，但星期六不算在內。如有行動要在某日完成但該日並非工作日，可於下一個工作日完成。機滙給本人的通知可用書面或口頭或電子方式傳遞。如機滙用書面通知，可寄出至機滙知悉之本人地址，及於寄出日生效；如用口頭通知，可向機滙知悉之本人電話或無線電話送出留言，及於送出時已當作有效；如用電子方式傳遞，則可輸送給機滙知悉之本人電子郵箱，及於輸出時生效，或用其他電子傳遞的方式輸出時生效。如本人發送通知給機滙，則於機滙實際收到本人書面通知才作實，及需用機滙指定的格式。
- Q. 若直銷商違反本合約和機滙自動購貨計劃政策及程序之任何條款，而機滙未有採取行動，並不表示機滙放棄日後要求本人履行之權利。
- R. 本合約及機滙自動購貨計劃政策及程序為直銷商和機滙之間關於本計劃的最終協議。如本合約的條款或機滙自動購貨計劃政策及程序的條款與機滙其他獨立直銷商或機滙職員所作之口頭說明有任何不同，概以本合約條款和有關的機滙自動購貨計劃政策及程序條款為準。
- S. 如本合約或機滙自動購貨計劃政策及程序之任何條款被宣稱無效或無法強制執行，則僅限於該條文，不影響其他條文。
- T. 本合約以香港特別行政區法律管轄。

OV AutoShip Program Terms and Conditions

This Program is an arrangement by which an OV distributor (the "Independent Distributor") becomes a participant of this Program and places a continuing order for Pre-Selected Products to be paid by his/her or immediate family member's credit card or direct debit. By signing this Agreement, the Independent Distributor ("I") agree to the following terms and conditions ("these Terms and Conditions"):

- A. I shall specify the type and quantity of OV products that I desire to receive every month for twelve (12) months based on the plan I have chosen as specified under this Agreement.
- B. I shall supply to OV in the space provided a valid credit card number along with the expiry date, name of the cardholder and signature of the cardholder, or fill in a bank direct debit authorization form or give any additional document or information requested by OV. All purchases made by me pursuant to this Program shall be paid by credit card or direct debit as selected.
- C. I understand and agree that the Pre-Selected Products under this Agreement shall be collected by me or delivered to me, where applicable, each month on a date or dates notified by OV in accordance with this Agreement, unless OV receives from me in writing 10 days before my monthly payment date in the prescribed form on any amendments I wish to make for the amendment to be processed for the next Autoship purchase order, provided that any amendment must result in a BV the same or higher than 680BV. If I have elected to collect the Pre-Selected Products under this Agreement, I understand to do so within the period notified by OV. If I have elected to have the Pre-Selected Products delivered to a delivery address but fail to take delivery of the Pre-Selected Products on the date OV has notified me, I understand that no re-delivery shall be made by OV and I undertake to collect the Pre-Selected Products from OV.
- D. I understand and agree that the Pre-Selected Products may be discontinued by OV. In such a situation, OV shall notify me of the change and shall continue to send me the remaining items and OV shall be entitled to increase the quantity of the items at OV's sole discretion to make up 680BV, unless OV receives my written notice to make other arrangements by 10 days before my monthly payment and, subject to other terms of this Agreement, OV shall follow my new instructions in the next purchase. Price and/or delivery fee (if applicable) shall be automatically adjusted in accordance with the change.
- E. I understand and agree that the price of the Pre-Selected Products under this Agreement may change due to repackaging, improvements or other reasons. When such price changes occur, OV shall notify me of any price change and, unless I direct OV in writing to do otherwise by serving OV prior written notice in the prescribed format by 10 days before my monthly payment to take effect the next purchase, OV shall continue to send me the Pre-Selected Products at the new price and I shall be deemed to be agreeing to purchase the Pre-Selected Products at the new price.
- F. I (if applicable - my immediate family member) hereby authorize OV to establish an automatic credit card debit arrangement or bank direct debit arrangement as specified in this Agreement to pay for each monthly purchase of the Pre-Selected Products under this Program and also, if applicable, to pay the delivery expenses.
- G. I understand and agree that OV is entitled to immediately terminate this Agreement without notice if the credit card or bank account to which product purchases have been charged becomes expired, cancelled, have insufficient funds or otherwise terminated or closed.
- H. I understand and agree that my deletion of any item(s) of Pre-Selected Products or my termination of this Agreement during the period of this Program shall result in the revocation of the discount or free delivery received under this Program and the total amount of the discount given and the worth of the delivery shall be automatically charged to the credit card or debited to the bank account belonging to me or my immediate family member. OV reserves the right to set off the amount of discount against any bonuses payable by OV to me or take such other action as it deems necessary.
- I. I understand and agree that OV is entitled to terminate this Agreement without prior notice if I breach any of these Terms and Conditions. If this Agreement is terminated for whatever reason, I may re-apply to OV to join this Program again by submitting a new OV AutoShip Program Registration Contract which application may be accepted or rejected by OV at its sole discretion. If OV accepts such re-application, OV is entitled to require me to first pay to OV the total amount of the discount previously enjoyed by me and OV is entitled to impose any further condition that OV may deem fit.
- J. I understand and agree that if I do not wish this Agreement to be automatically renewed under the same terms and conditions at its expiry date, OV must receive my written notification not to renew one (1) month prior to the expiry date of this Agreement, otherwise, OV has the right to automatically renew my order made under this Program for a further twelve (12) months under the same terms and conditions of this Agreement, including but not limited to charging the credit card or debiting the bank account belonging to me or my immediate family member, every month in accordance with paragraph F of this Agreement.
- K. I understand and agree that OV is entitled to terminate this Agreement without prior notice if I violate any of the terms and conditions of my Distributor Agreement or Independent Distributor Purchase Agreement or their amended version entered into with OV.
- L. I understand and agree this Agreement does not supersede or modify in any way the terms and conditions of my Independent Distributor Agreement or Independent Distributor Product Purchase Agreement or their amended version entered into with OV.
- M. All Pre-Selected Products ordered under this Program are not refundable (but can be replaced under the Independent Distributor Purchase Agreement), unless OV decides otherwise at its sole discretion from time to time.
- N. OV has the right to serve ten (10) Working Days' prior notice on me to make any amendments to this Agreement from time to time and to notify me of any policies and procedures related to this Program prescribed by OV from time to time ("OV AutoShip Program Policies and Procedures") and I shall be deemed to agree to such amendment and OV AutoShip Program Policies and Procedures unless OV receives my written objection before the expiry of the notice period.
- O. This Agreement is written in both Chinese and English versions. In case of any inconsistency between the two versions, the English version should prevail.
- P. In this Agreement, "Working Days" means the days that banks in Hong Kong are open for business, other than Saturdays. When certain action to be performed on a day that falls on a non-Working Day, the action shall be performed by the following Working Day. A notification to be given to me by OV under this Agreement may be given in writing or verbally or by electronic means. If notice is given to me in writing, it shall be deemed received when posted to my address last known to OV, if verbally, when a message is sent to my voicemail of my telephone or mobile phone number last known to OV; if sent to me by electronic means, when transmitted to my email address last known to OV or transmitted to me by other electronic means. A notification given to OV by me shall be treated as given if actually received by OV in writing, and in the prescribed form where applicable.
- Q. Failure by OV to take action against me for any breach of this Agreement should not be a waiver of OV's right of action in the future.
- R. This Agreement and the OV AutoShip Program Policies and Procedures, both as amended from time to time, shall be the final document describing the understanding and agreement regarding this Program between OV and me. If there is any discrepancy between any clause of this Agreement or the OV AutoShip Program Policies and Procedures and the oral interpretation made to me by another Independent Distributor or an employee of OV, the clause of this Agreement or, as the case may be, of the OV AutoShip Program Policies and Procedures shall prevail.
- S. If any clause of this Agreement or of the OV AutoShip Program Policies and Procedures is declared invalid or unenforceable, only that clause is invalid or unenforceable. The invalidity or unenforceability shall not affect the remainder of this Agreement or the OV AutoShip Program Policies and Procedures.
- T. This Agreement shall be governed by the Laws of the Hong Kong Special Administrative Region.