

OV AutoShip Program Terms and Conditions **「機匯」自動購貨計劃條款及規章**

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 a Pre-Selected Autoship Default Products to be paid by his/her or immediate family member’s credit card. By signing this Agreement, the Independent Distributor (“I”) agree to the following terms and conditions (“these Terms and Conditions”):

本計劃乃一項供機匯直銷商(「獨立直銷商」)參與，並透過使用其本人或直系親屬之有效的信用咭持續付款購買預選產品的安排。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. 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 and offer I have chosen as specified under this Agreement. 本人將於本合約(為期十二(12)個月)上註明本人每月按計劃欲收取機匯產品的名稱及數量。

B. I shall supply to OV in the space provided a valid credit card number along with the expiry date, code, name of the cardholder and signature of the cardholder. All monthly purchases made by me pursuant to this Program shall be paid by credit card. I understand that my Autoship Default of Pre-Selected Products and the Credit Card detail provided is only to be used in case I forget to order my monthly Autoship or unless I request it due to some difficulty. 本人將在本合約的適當空格，向機匯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，及提交任何機匯所需之文件及資料。本人將以信用咭繳付一切按照本計劃所訂購的預選產品。

C. I understand and agree that the Pre-Selected Products under this Agreement or my monthly Autoship Amended Products shall be collected by me or delivered to me or shipped to me, where applicable, each month on a date or dates notified by OV in accordance with this Agreement. 本人明白並同意根據本合約上註明的預選產品或本人每月申請更改的自動購貨產品項目，本人會每月按指定的日期或期間之內到機匯領取或由機匯送貨與本人，或運送至某一指定地址。

D. I will fill in the Autoship Amendment Form and come to the Office to pay for my Next Autoship order or I will use the Backoffice Autoship Amendment page to pay for the Next Autoship purchase order, provided that any amendment must result in a BV the same or higher than 680BV. 本人會填寫更改自動購貨申請表及前往公司櫃位繳付或會用電子商務的更改自動購貨版頁繳付我下次自動購貨訂單，而所提出的任何更改，最終會符合總業績額會達到680 BV或以上的要求。

E. If I have elected to collect the Autoship Products under this Agreement, I understand to do so within the period notified by OV (i.e. 7 days). If I have elected to have the Autoship Products delivered or shipped to a delivery address but fail to take delivery of the Autoship 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 Autoship Products from OV or pay for extra shipping fee charged by shipper. 如本人根據本合約選擇自動領取，本人明白本人需於機匯指定的期間內(即7天內)到取。如本人選擇送貨至某一指定地址，但本人未能按機匯通知本人的送貨日收取自動購貨產品，本人明白機匯不會再送貨，本人同意親蒞機匯提取自動購貨產品或繳付額外送貨的費用。

F. I understand and agree that the pre-selected Products on my Autoship Default may be discontinued by OV. In such a situation, OV shall notify me of the change 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 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 and/or shipping fee (if applicable) shall be automatically adjusted in accordance with the change. 本人明白並同意，機匯可能在本合約期間終止供應部份預選產品，在此情況下，機匯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，除非機匯收到本人書面指示，機匯可全權決定如何增加其餘預選產品的量數，以達到680業積額，而「預選產品」一詞即指此等產品。在與本合約之其它條款無抵觸之情況下，機匯如於某一個月的扣數日前收到本人此指示，便於下次根據本人書面通知內之指示作更改。機匯將根據供應產品的改變自動調整價格及/或送貨費用。

G. I understand and agree that the price of the Autoship 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 before my monthly payment to take effect the next purchase, OV shall continue to send me the Autoship Products at the new price and I shall be deemed to be agreeing to

OV AutoShip Program Terms and Conditions

「機匯」自動購貨計劃條款及規章

purchase the Autoship Products at the new price. 本人明白並同意自動購貨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，機匯將通知本人有關價格的調整，除非機匯於某一個月的扣數日前收到本人合乎機匯格式的通知，於下次另作安排，否則機匯將根據調整後之價格繼續本人提供自動購貨產品，而本人亦將視為同意以調整後之價格購買預選產品。

H. I (if applicable - my immediate family member) hereby authorize OV to establish an automatic credit card debit arrangement as specified in this Agreement to pay for each monthly purchase of the Autoship Products under this Program and also, if applicable, to pay the delivery expenses or shipping cost. 本人現授權機匯安排透過本人或直系親屬在本合約上註明的信用咭戶口支付每月購買自動購貨產品的費用，及支付送貨的費用（如適用）。

I. I understand and agree that OV is entitled to immediately terminate this Agreement without notice if the credit card provided becomes expired, cancelled, have insufficient funds or otherwise terminated or closed. 本人明白並同意，如購貨支付用的信用咭已逾期失效、被取消、超出信用額或以其他方式被終止或戶口已結束，則機匯毋須給予事前通知，可即時終止本合約。

J. I understand and agree that my termination of this Agreement belonging to me or my immediate family member 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 will be directly refunded to OV by me or shall be automatically charged to the credit card. 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. 本人明白並同意，如本人於本計劃期間取消本合約，可導致機匯馬上撤銷本人於本計劃享有的折扣優惠或免費送貨服務，同時，機匯會向本人索取或自本人或直系親屬之信用咭扣取本人已於本計劃享有的折扣優惠及送貨服務費用之總數。機匯亦有權將優惠折扣及送貨價值之總數自機匯要付與本人的獎金中抵銷。

K. 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 from Backoffice or 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 if unpaid and OV is entitled to impose any further condition that OV may deem fit. 本人明白並同意，如本人違反此等條款及規章的任何一項，機匯有權毋須作事前通知而解除本合約。如本合約因任何理由而被終止，本人可從電子商務中心或向機匯遞交一份新的自動購貨計劃申請合約，申請重新參加本計劃，唯機匯絕對有權接受或拒絕本人申請。如機匯接受本人重新參加的申請，機匯有權要求本人先支付本人之前享有的優惠折扣及送貨服務費用之總數的欠款，機匯亦有全權額外要求本人符合其他條件。

L. 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 30 days prior to the expiry date of this Agreement, otherwise, OV has the right to automatically renew my Autoship 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 belonging to me or my immediate family member, every month in accordance with paragraph D of this Agreement. 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，機匯必須於期滿30日前接到本人書面通知，取消本計劃。如本人未能及時通知，則機匯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D段自本人或直系親屬之信用咭扣除費用。

M. 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 their amended version entered into with OV. 本人明白並同意，如本人違反機匯獨立直銷商協議或其更改版本的任何條款及規章，機匯可毋須作事前通知而解除本合約。

N. I understand and agree this Agreement does not supersede or modify in any way the terms and conditions of my Independent Distributor Agreement or their amended version entered into with OV. 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匯簽訂的獨立直銷商協議（及其更改版本）的任何條件和規章。

OV AutoShip Program Terms and Conditions **「機匯」自動購貨計劃條款及規章**

O. All Autoship Products ordered under this Program are not refundable (but can be replaced under Organic Vision Policies and Procedures), unless OV decides otherwise at its sole discretion from time to time. 透過本計劃所購買的自動購貨產品，不接受退貨換款（但可依機匯政策與程序規則更換同一產品），除非機匯另作決定。

P. OV has the right to remind me to make any amendments and pay for my Next Autoship. 機匯有權提醒及通知本人有關修改自動購貨產品及繳付下次自動購貨等事宜。

Q. OV has the right to edit 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. 本人明白機匯有權修改本合約，及通知本人關於機匯訂立任何與本計劃有關的政策和程序（「機匯」自動購貨計劃政策及程序）及其修改。除非機匯於通知期內收到本人書面反對，否則本人將被視為同意「機匯」自動購貨計劃政策及程序及其有關修訂。

R. This Agreement is written in both Chinese and English versions. In case of any inconsistency between the two versions, the English version should prevail. 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。

S. 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 or 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. 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。如有某項行動要在某日完成但該日並非工作日，則該項行動會於下一個工作日完成。機匯給本人的通知可用書面或口頭或電子方式傳遞。如機匯用書面通知，可寄出至機匯知悉之本人地址，及於寄出日生效；如用口頭通知，可向機匯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，則可輸送給機匯知悉的本人電子郵箱，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匯，則於機匯實際收到本人書面通知才作實，及需用機匯指定的格式。

T. 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. 若直銷商違反本合約和「機匯」自動購貨計劃政策及程序之任何條款，而機匯未有採取行動，並不表示機匯放棄日後要求本人履行之權利。

U. 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. 本合約及「機匯」自動購貨計劃政策及程序為直銷商和機匯之間關於本計劃的最終協議。如本合約的條款或「機匯」自動購貨計劃政策及程序的條款與機匯其他獨立直銷商或機匯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「機匯」自動購貨計劃政策及程序條款為準。

V. 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. 如本合約或「機匯」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。

W. This Agreement shall be governed by the Laws of the Hong Kong Special Administrative Region. 本合約以香港特別行政區法律管轄。