



GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

- a) Kcal Extra refers to the meal plan provider.
- b) Meal Plan as used in this general T&C refers to the main product and service purchased by the customer from Kcal Extra; also refers to the copy provided to client either by email or online as reference for the dishes that they will receive for the duration of their plan.
- c) Set-to-Go refers to any type of meal plan (Success, Success Plus, Wellness, and Athlete) package without a consultation included.
- d) Exclusive or VIP Consultation refers to nutrition consultation at client's home or office instead of Kcal Headquarters.
- e) Dashboard refers to the online client portal that allows him/her to manage his/her account and is accessible at www.kcalextra.com.
- f) Account Manager is the designated contact person of the client to provide assistance regarding any concerns, requests, changes and even complaints.
- g) Nutritionist refers to the Kcal Extra client wellness advocates. They conduct the body composition assessment and advise client on what meal plan to take in order to lead a healthy lifestyle or achieve a specific health-related goal.
- h) Freeze is the act of putting the plan on hold.
- i) Substitute is the act of replacing a dish on your [dashboard](#).
- j) Chiller Bag refers to the portable insulated bag that carries all meals for the day.
- k) Cut Off is the set time to finalize any request or changes on the meal plan.
- l) Macros/Macronutrients as used in Kcal Extra refer to the amount of fat, carbohydrates and protein in grams.
- m) Premium Dish refers to a special dish offered on the meal plan but is subject to an additional AED 15 charge.
- n) Paid Wastage refers to cancelled delivery which is still considered as a paid meal and will no longer be added on the plan.

2) CONDITIONS

- a) All clients who have completed their online sign up are deemed to have agreed to these terms and conditions from their registration until the end of their plan and also upon renewal.
- a) Client acknowledges that results of the meal plan depends on a number of factors including age, lifestyle, activity level, amount of exercise, medical conditions, starting weight and above all, motivation and consistency. Weight loss results are not guaranteed and differ from person to person even when following the same meal plan.
- b) Kcal Extra reserves the right to refuse a client under the following cases:
 - i) With any medical condition or health risk such as but not limited to pregnancy, type 1 diabetes, heart disease, ulcers, colitis, inflammatory bowel and or Chron's disease, or any other medical conditions.
Disclaimer: Kcal Extra does not intend to provide any medical advice, diagnosis or treatment. Therefore, the company and its affiliates do not take any responsibility and are not liable for any negative outcome of the meal plan for the clients who are suffering with any medical conditions. Always seek the advice of your physician regarding your medical condition or any other health related matter before signing up for any of the meal plans offered.
 - ii) Severe gluten allergy or celiac disease.
Disclaimer: The Kcal Extra kitchen does not have a dedicated gluten-free section. However, the whole team is well trained to ensure separation of gluten containing ingredients from the dishes of gluten-intolerant and celiac customers to reduce risks.
 - iii) Dislike and allergic to cooked onions.
 - iv) Dislike or allergic to gluten, dairy and eggs together; with or without nuts and even extreme dislikes/allergies.
 - v) Specific diets.
Disclaimer: Kcal Extra can't accommodate specific diets that's not within the Kcal Guidelines.
 - vi) Raw and cooked capsicums and tomatoes, depending on the rest of dislikes/allergies (all plans).
 - vii) Spice allergies e.g. cumin or black pepper (all plans).
 - viii) Mono Sodium Glutamate (MSG) allergy or dislike (all plans).
 - ix) Vegetarian modifications to the Wellness and Athlete meal plans.
 - x) Gluten free modifications to the Wellness and Athlete meal plans.
- c) Kcal Extra considers any confirmation made online over the phone and email valid and binding.
- d) Kcal Extra reserves the right to send emails and SMS communications to all clients unless they have been unsubscribed or requested to unsubscribe.
- e) Kcal Extra reserves the right to update or amend these Terms and Conditions at any time without prior notice.



3) PAYMENTS, PRICES, FEES

- a) Full payment must be received 3 business days before the desired start date for either new or renewed meal plan otherwise food delivery will not proceed.
- b) All clients are required to pay a refundable deposit (AED 200 or AED 250) for the Chiller Bags and ice packs used for delivery before starting their meal plan.
- c) Payments can be made online through client dashboard or offline through kcal Card machines by either debit/credit card.
- d) Kcal Extra also accepts cheque, cash and debit/credit card payments either by collection or Kcal HQ office drop off.
 - i) All cheque payments must be paid to Kcal Healthy Fast Food DMCC with current date.
 - ii) Office drop off payments are accepted Sunday- Thursdays from 8:30am-5:00pm.
 - iii) An administration fee of AED 300 will be charged for any returned or bounced cheque.
- e) Balance of payments for an upgrade or change of plan must be settled within 3 business days of the date of the request, otherwise the meal plan will be shortened based on the remaining amount.
- f) Additional payments for any Premium Dishes, add-on dishes, loss of chiller bags, etc. must be settled at the end of the plan or along with the renewal payment. Any unpaid balance will be deducted from the Chiller Bag deposit.
- g) Any reschedule request or cancellation of a confirmed consultation in less than 24 hours will incur a AED 250 charge on top of the meal plan price.

4) DISCOUNTS

- a) Loyalty discounts are valid for 20 days only. If client has been on the meal plan for 4 or more continuous months the validity is extended to 40 days.
- b) Premium loyalty discounts (which are the percentage discounts for 8 week or 12 week subscriptions) cannot be combined with the normal loyalty discount.
- c) Corporate discounts can be added based on the terms agreed by Kcal Extra and the other company.
- d) Each confirmed and paid referral made by a client will receive an additional AED 200 discount on the plan.
- e) Fit family discount is an additional 10% discount for each member following the conditions below:
 - i) All members must sign up individually.
 - ii) Same delivery address and time. Any change regarding the two conditions, must apply to all members availing the discount.

5) DELIVERY

- a) Delivery is to be made based on the agreed start date, location and timing (morning or evening).
- b) Morning delivery is between 4am-10am and evening delivery is between 4pm-10pm (consumption for the following day); any specific timing of delivery is subject to approval.
- c) Any changes to the client's delivery – be it the location or timings – must be made 3 business days in advance; any last minute changes are subject to confirmation from the account manager.
- d) In the event that you are not available to receive/return the chiller bag and the bag is left outside the door for collection, Kcal Extra cannot be held responsible for any missing items, bags or damages to the bag and the food inside (this include spoilage).

6) CHILLER BAGS & REFUNDABLE DEPOSIT

- e) A chiller bag deposit for AED 200 (3 bags for 5 days) and AED 250 (4 bags for 6/7 days) is refundable at the end of the plan. If a bag is lost or damaged AED 50 per bag will be deducted from the deposit.
- f) Chiller bags and ice packs must be returned to Kcal Extra within 180 days (6 months) of the subscription ending, this can be done by scheduling a collection through the online dashboard or contacting the designated account manager. Failure to comply with this may result in an automatic forfeiture of the AED 200 or AED 250 refundable deposit.
- g) Each client is assigned with a set number of chiller bags and ice packs: 3 bags for 5 day and 4 bags for 6/7day deliveries. In the event that all the bags have been used and are not returned, the following day's delivery will be sent in a cardboard box.

Disclaimer: We recommend you to refrigerate your food immediately if delivered in cardboard box and Kcal Extra will take no responsibility for food temperatures if delivered in a cardboard box.

7) FOOD STORAGE, CONSUMPTION, REHEATING AND LABELS

- a) All food upon receiving should be kept refrigerated at 5°C or below. Follow reheating instructions on label.
- b) To ensure the freshness & hygiene of the fruit that we serve, we vacuum seal the packaging.
- c) All dishes are labeled with: dish name, reheating instructions, meal type (breakfast/am snack/lunch/pm snack/dinner), calorie count and macros (fat, carbs and protein) and the latest consumption date.

Disclaimer: If there are ingredients removed from the dish due to dislikes and allergies the calorie count and macronutrients may change.



8) FREEZES, SUBSTITUTES AND OTHER MEAL PLAN CHANGES

- a) All freeze requests and meal substitutes must be made 3 business days in advance either online through the [Dashboard](#) or by contacting assigned account manager.
- b) All meal plans can be frozen for a maximum of 40 days (unless otherwise specified in the T&C for an availed promotion). Should the freeze exceed the allowable duration the client will forfeit the remainder of the plan.
- c) Any freeze requests submitted with less than 3 business days' notice will not be carried forward, these days will count towards your total plan days but no delivery will be made.
- d) Kcal Extra is not responsible for any dislikes, allergies or nutritional value changes when items are changed using the substitute menu by the client. Clients can refer to symbols, ingredients, calorie and macronutrient information provided on the substitute menu.
- e) Other change requests, such as removing additional dislikes, adding preferences, etc., will applied to the client's meal plan after 3 business days.

9) DISLIKE, ALLERGIES, PREFERENCES AND MEDICAL CONDITIONS

- a) Meal plans are amended according to the calorie and macronutrient ranges assigned for each type of meal plan.
- b) Meal plans are amended according to declared dislikes, allergies and preferences of the client only. Kcal Extra will not assume any liability for adverse reactions to any food consumed with a dislike or allergen not informed prior to receiving food. It is advised to disclose all dislikes and allergens before starting the plan.
- c) The Kcal Extra kitchen does not have a dedicated gluten-free section. However, the whole team is well trained to ensure separation of gluten containing ingredients from the dishes of gluten-intolerant and celiac customers to reduce risks.

10) NUTRITION CONSULTATION

- a) Client understands that a Kcal Extra nutrition consultation and the meal plan does not serve as a substitute for the diagnosis, treatment, or care of diseases provided by a medical professional.
- b) Client Obligations:
 - i) In case the Client is under the care of a medical professional or currently uses prescription medications, the Client should discuss any dietary changes with his or her physician, and should not discontinue any prescription medications without first consulting his/her doctor.
 - ii) The Client acknowledges that the attention they receive during their consultation is separate from the care they receive from a Medical facility. Nutrition consultations are in no way intended to be construed as medical advice or care.
 - iii) The Client should, by all means continue regular medical supervision and care by their physician during the duration of the meal plan.
 - iv) In case the Client experiences any medical issues during the course of the meal plan, concerning or impacting their health, the meal plan should be discontinued immediately and medical advice should be sought.
- c) Clients are advised to arrive 15 minutes prior to their scheduled appointment. The average consultation takes approximately 45mins to 1hour. Appointments are booked in advance in order to avoid delays and to accommodate the volume of consultations and so we greatly appreciate your punctuality. Kcal Extra reserves the right to reschedule client's consultation when the Client is late by 20 minutes or more.
- d) Standard consultation fee with meal plan subscription is AED 150. However, the amount of AED 250 fee will apply if the client has decided not to avail a meal plan subscription and opted for consultation services only.
- d) Reliance of any information or products provided by Kcal regarding health, nutrition, and weight loss by our nutritionist, agents or employees is solely at your own risk, and is not intended to diagnose, treat or cure any health condition, and we hereby disclaim any and all liability in connection therewith.

11) EXCLUSIVE (VIP) CONSULTATION

- a) Scanned valid identification card is required upon booking for home consultation.
- b) Exclusive consultations must be booked 2 business days in advance. Bookings cannot be made for Fridays.
- c) A client is required to pay additional charge of AED 250 on top of the meal plan price for the exclusive consultation upon booking.
- d) Payments can be made online by credit/debit card.
- e) Rescheduling consultation requires notice of 24 hours prior to consultation date.
- f) Exclusive consultation charge is non-refundable.
- g) Reliance of any information or products provided by Kcal regarding health, nutrition, and weight loss by our nutritionist, agents or employees is solely at your own risk, and is not intended to diagnose, treat or cure any health condition, and we hereby disclaim any and all liability in connection therewith.



12) NEW MUMS PLAN

- b) This meal plan is only for women who have recently given birth- either breast feeding or non-breast feeding women. Our nutritionists will adjust meal plan calories and requirements depending on needs and goals of the individual client.
- c) It is not suitable for pregnant women or anyone suffering from any disease such as but not limited to heart disease, kidney failure, cancer or any severe medical conditions. It is highly recommended that you consult your physician prior to beginning any weight loss program.
- d) Weight loss results are not guaranteed and are different from person to person even when following the same meal plan.
- e) Reliance of any information or products provided by Kcal regarding health, nutrition, and weight loss by our agents or employees is solely at your own risk, and is not intended to diagnose, treat or cure any health condition, and we hereby disclaim any and all liability in connection therewith.

13) VEGAN PLAN

- a) We regret that we are unable to provide services to any individuals suffering from allergies to specific nuts or multiple nuts or any ingredients that carry the risk of anaphylactic shock.
- b) Weight loss results are not guaranteed and differ from person to person even when following the same meal plan.
- c) Reliance on any information or products provided by Kcal regarding health, nutrition, and weight loss by our agents or employees is solely at your own risk, and is not intended to diagnose, treat or cure any health condition, and we hereby disclaim any and all liability in connection therewith.

14) DETOX PLAN

- a) Kcal's Detox Meal Plans are not suitable for everyone and should not be used if you have severe impairment of the digestive tract or if you are pregnant or breast feeding. If you are on long-term medication, suffer from any disease such as but not limited to heart disease, diabetes, ulcers, colitis, inflammatory bowel and or Chron's disease, or have any other medical condition, it is highly recommended that you consult your physician prior to beginning any detox or weight loss program.
- b) We regret that we are unable to provide services to any individuals suffering from allergies to specific nuts, fruits or vegetables or any ingredients that carry the risk of anaphylactic shock, since juices are prepared in a kitchen that also processes nuts for nut milks. Therefore, it is not possible to avoid traces of nuts that may be found in products that are by definition nut free.
- c) By placing your order with us you agree not to hold us liable for any allergic reactions to nuts or any other ingredients.
- d) Reliance of any information or products provided by Kcal regarding detox, health, nutrition, and weight loss by our agents or employees is solely at your own risk, and is not intended to diagnose, treat or cure any health condition, and we hereby disclaim any and all liability in connection therewith.

15) CANCELLATION AND REFUND

- a) Kcal Extra encourages all clients to fully commit on their plan as scheduled. Any reason that can hinder results and overall satisfaction must be brought to the account manager or nutritionist's attention for an immediate and appropriate solution.
- b) Should there be a request to cancel plan; it will take effect in 3 business days. Client can transfer the remaining days to a third party or as an online credit to Kcal Life (Kcal Restaurant), Fuel-Up by Kcal and Gourmet by Kcal.
- c) Cancellation refund is only under extenuating circumstance and upon approval of Kcal Extra Management.
- d) A two (2) weeks processing time with twenty percent (20%) cancellation fee will apply on the remaining number of days from the time of approval of the refund.

16) PRIVACY

- a) Client acknowledges that Kcal Extra has the right to store personal information, which may be used to operate, provide the products and services and respond to queries the client may have during and after their meal plan subscription.
- b) Kcal Extra shares the delivery information of the client with FETCHR DELIVERY SERVICES LLC. Our logistics services provider (Fetchr) is obligated to protect the client information and will not use for any promotion or marketing purposes.

17) GYM NATION MONTHLY FREE PASS OFFER

- c) Client understands that in order to receive the one month free GymNation pass, their information will be shared with Convenience Gym LLC (GymNation). (to view their privacy policy click here [link to <https://gymnation.ae/privacy-policy/>]).

**By signing-up or renewing the subscription,
I acknowledge that I have read and agree to the above Terms and Conditions.**