



## 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 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](http://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) FREEZE is the act of putting the plan on hold.
- h) SUBSTITUTE is the act of replacing a dish on your [dashboard](#).
- i) CHILLER BAG refers to the portable insulated bag that carries all meals for the day.
- j) CUT OFF is the set time to finalize any request or changes on the meal plan.
- k) MACROS/MACRONUTRIENTS as used in Kcal Extra refer to the amount of fat, carbohydrates and protein in grams.
- l) PREMIUM DISH refers to a special dish offered on the meal plan but is subject to an additional AED 15 charge.
- m) 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.
- b) Kcal Extra reserves the right to refuse a client under the following cases:
  - i) Dislike and allergic to cooked onions
  - ii) Dislike or allergic to gluten, dairy and eggs together; with or without nuts and even extreme dislikes/allergies.
  - iii) Vegan
  - iv) Raw and cooked capsicums and tomatoes, depending on the rest of dislikes/allergies (all plans).
  - v) Spice allergies e.g. cumin or black pepper (all plans).
  - vi) Mono Sodium Glutamate (MSG) allergy or dislike (all plans).
  - vii) Vegetarian Wellness and Athlete meal plans.
  - viii) Gluten free 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 to all clients unless unsubscription to any have been made or requested.
- 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 renewal meal plan otherwise food delivery does not proceed.
- b) All clients are required to pay a refundable deposit (AED 200) 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 via collection and 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 payments for an upgrade or change of plan must be settled within 3 business days upon request otherwise; 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 be charge for AED 250 charge on top of the meal plan price.

#### 4) DISCOUNTS

- a) Any loyalty discounts are valid for 20 days only. If client has been on the meal plan for continuous 4 months or more, validity is extended to 40 days.
- b) Premium loyalty discounts which are the percentage discounts for 8 week or 12 week subscription cannot be combined with 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 be an additional AED 200 discount on the plan.
- e) Fit family discount will be for 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 AND CHILLER BAGS

- 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 while evening delivery is between 4pm-10pm (consumption for the following day); any specific timing of delivery is subject for approval.
- c) Any change on the delivery may it be with location or timings must be made 3 business days ahead; Any last minute change is subject for confirmation of the account manager.
- d) A chiller bag deposit for AED 200 is refundable at the end of the plan. For any lost bag, a corresponding charge will be deducted from the deposit.
- e) In the event that you are not present to receive/return the chiller bag and the bag is left outside the door, Kcal Extra cannot be held responsible for any missing items/bags or damages to the bag and food spoilage.
- f) Each client is assigned with a set number of chiller bags and ice packs: 3 bags (for 5d/6d a week delivery) and 4 bags for 7 day delivery. In the event that bags have been maxed out and are not yet returned, following delivery will be sent in a cardboard box.
  - i) 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.*

#### 6) FOOD STORAGE, CONSUMPTION, REHEATING AND LABELS

- a) All food upon receiving should be kept refrigerated under 5°C or below. Follow reheating instructions on label.
- b) To increase the freshness & hygiene of the fruits that we serve, we vacuum seal the packaging.



- c) All dishes are labeled providing: dish name, reheating instructions, meal type (breakfast/am snack/lunch/pm snack/dinner), calorie count and macros (fat, carbs and protein) and latest consumption date.
  - i) If there are ingredients removed from the dish when following any preferences or considering dislikes and allergies, calorie and macronutrients may change.

#### 7) FREEZES, SUBSTITUTES AND OTHER MEAL PLAN CHANGES

- a) All freeze requests and meal substitutes must be made 3 business days by submitting online through the [Dashboard](#) or by contacting assigned account manager.
- b) All meal plans can be frozen for a maximum of 40 days unless under a specific T&Cs for any promotion available. Any freeze more than allowable duration will forfeit the remainder of the plan.
- c) Any freeze dates submitted in less than 3 business days will be considered as paid wastage.
- 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 changes requested such as removing additional dislikes, adding preferences, etc. will be taken into account on the meal plan only after 3 business days.

#### 8) 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) Kcal Extra does not intend to provide any medical advisement, diagnosis or treatment. For any medical condition or health risk, please consult your physician before signing up for any of the meal plans offered. Always seek the advice of your physician if you have any questions regarding a medical condition, diet, nutritional supplements and exercise regimen or any other health related matter.
- d) 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.

#### 9) EXCLUSIVE CONSULTATION

- a) Scanned valid identification card is required upon booking for home consultation.
- b) Exclusive consultations must be booked 2 business days in advance excluding Fridays and Saturdays.
- c) A client is required to pay additional charge (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.

#### 10) NEW MUMS PLAN

- a) 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.
- b) 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.
- c) Weight loss results are not guaranteed and are different from person to person even when following the same meal plan.



- d) 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.

#### 11) DETOX PLAN

- a) 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.
- b) 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.
- c) We regret that we are unable to provide services to any individuals suffering from allergies to specific nuts, fruits or vegetables as per 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 might be found in products that are by definition nut free. By placing your order with us you agree not to hold us liable for any allergic reactions to nuts or any other ingredients.

#### 12) 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 Healthy Fast Food, Fuel-Up by Kcal and Gourmet by Kcal.
- c) Cancellation refund is only under extenuating circumstance and upon approval of Kcal Extra Management. A fourteen days (14days) processing time with twenty percent (20%) cancellation fee will apply on the meal plan based priced with all discounts forfeited.

#### 13) PRIVACY

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

#### 14) GYM NATION MONTHLY FREE PASS OFFER

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