

Terms & conditions

1. Conditions of use

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave the website accordingly. Hawkr Sdn. Bhd. only grants use and access to this website, its products, and its services to those who have accepted its terms. Hawkr Sdn. Bhd. retains the right, at its own discretion, to deny the service, terminate accounts, delete or edit content or cancel orders.

2. Age restriction

Users under the age of 18 must obtain consent from parent(s) or legal guardian(s) who agree to take responsibility for your actions and any fees associated with your use of the website and/or purchase of goods by accepting these terms. You must stop using/accessing the website immediately if you do not have consent from your parent(s) or legal guardian(s).

3. User accounts

As a user of this website, <https://hawkrfood.com>, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password. If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address it accordingly. We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.

4. Merchant's operating hours

All merchants listed in <https://hawkrfood.com> has a designated service area and specific hours of service. Operational hours may change at any time due to weather conditions, or demands for our service.

5. Merchants liability and commitment

The preparation, condition and quality of products are the responsibility of merchants. Merchants are accountable for the supply of the products and/or orders in situations of merchant delivery.

Hawkr Sdn. Bhd. shall not be responsible for any injury or harm sustained in connection with the merchant arrangement with the customer.

Merchants pledge that the products and services listed on <https://hawkrfood.com> are authentic, registered, legal, do not intrude any third party's patent rights and do not violate any existing and prevailing laws and/or regulations. Furthermore, merchants pledge that the uploading of the services or goods and of the services or goods offered adheres with all pertinent laws of Malaysia. Hawkr Sdn. Bhd. is obligated to cancel or revoke this collaboration indefinitely without warning to merchants and to discontinue any advertising of ads, details and/or updates relating to the merchant and the commodity relating to the account of the merchants if merchants found to be infringing any relevant legislation in Malaysia or other measures as decided by Hawkr Sdn. Bhd.. Merchants must therefore adequately manage and guarantee that the relevant information, such as the product / service descriptions, the quantity of the supply and the terms and conditions of sale, is up-to-date and that incorrect information is not made public.

6. Prices and payments

All item listed are in Malaysian Ringgit unless otherwise stated. Hawkr Sdn. Bhd. reserve the right to review the prices from time to time. At the discretion of the partnered merchants, rates can even be adjusted at any point in time. We reserve the right to charge a service fee for the supply of our services, which may be subject to modification.

MCO Update: All payments will be made via credit or debit card. To ensure the safety of our riders, merchants, and customers, we will be discontinuing cash on delivery for the time being to ensure a contactless delivery/self-pick up. Rest assured, no card information will be stored and all card payments are secured via SSL encryption technology powered by [Stripe](#).

7. Delivery

You have the choice of cancelling the order, but you will be required to pay the full price for the item once the merchant confirms and begins preparing the order ; If the delivery has been sent, you will still be charged for delivery. Hawkr Sdn. Bhd. possesses full authority to grant the customer the opportunity to cancel the transaction prior to the shipping of the items. Any losses or damages to the merchants, Hawkr Sdn. Bhd. will not be liable as a result of the cancellation. The seller member must undertake all appropriate measures to ensure that the buyer receives the goods within the period specified on the product information section. If the merchant fails to deliver goods and services within the timeline stipulated or with reasons which are not due to the customer, such as, and not restricted to, delays in the prepping of the product and inability to deliver the product, the vendor shall bear all obligations related accordingly.

Three (3) types of delivery method are available in Hawkr Sdn. Bhd., it is pre-order delivery and direct delivery. For customers that selected pre-order delivery, merchants are required to inform the product ready date. Failure to do so will allow Hawkr Sdn. Bhd. to cancel the orders. As a result of the cancellation, Hawkr Sdn. Bhd. will not be liable for merchant losses.

Direct delivery order option with our partnered delivery courier is also made available for our valued customers, merchants must make efforts to procure the product to the customer within the time defined by the merchant on the product description section. Failure to do so will result in Hawkr Sdn. Bhd.'s right to cancel the orders. As a result of the cancellation, Hawkr Sdn. Bhd. will not be liable for merchant losses.

8. Intellectual property

You agree that all materials, products, and services provided on this website are the property of Hawkr Sdn. Bhd., its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, logo, images, trade secrets, trademarks, name of domains, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Hawkr Sdn. Bhd.'s intellectual property in any way, including electronic, digital, or new trademark registrations. It is strictly illegal to use Hawkr Sdn. Bhd. logos on any other domain not authorised by us. Hawkr Sdn. Bhd. would vigorously protect its intellectual property rights, including criminal prosecution. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

9. Governing law and jurisdictions

By visiting this website, you agree that the laws of Malaysia, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Hawkr Sdn. Bhd. and you, or its business partners and associates.

10. Indemnification

You agree to indemnify and defend Hawkr Sdn. Bhd. and its affiliates and hold Hawkr Sdn. Bhd. harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

11. Limitation of liability

To the fullest extent permitted by law, Hawkr Sdn. Bhd. including its employees, directors, agents, members and shareholders disclaims any responsibility whether arising out of contract, negligence or otherwise for any injury or harm that you or any third party may suffer in connection with our platforms, our services and any connected website to our platforms and any shared content or information.

Such exclusions for incidental, exceptional, consequential and exemplary losses include, but are not limited to, loss of earnings, loss of data, loss of goodwill, device failure or malfunction, or any other commercial harm or loss, except though Hawkr Sdn. Bhd., their employees and merchants have been told of the likelihood of such damage or loss. Hawkr Sdn. Bhd. and merchants shall not be responsible for any indirect, special, unintentional, consequential or exemplary harm arising out of your use of the Platforms or any other allegation relating to your use of the Platforms in any manner whatsoever. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, Hawkr Sdn. Bhd., the Hawkr Sdn. Bhd. company, representatives and merchants' liability shall be limited to the extent permitted by law.

12. Privacy protection policy

Before you continue using our website, we advise you to read our privacy policy regarding our user data collection. It will help you better understand our practices. You agree and consent to the collection, use, processing and disclosure of your Personal Data by Hawkr Sdn. Bhd. and any of its affiliate companies in compliance with these terms and as further described in our Privacy Policy.

13. Termination

Hawkr Food reserves the right to terminate, revoke, restricting access, for any reason without limitation. Whether Hawkr Sdn. Bhd. deems your use, for its own discretion, to be inappropriate or in the case of any violation of the terms by you. Hawkr Sdn. Bhd. may provide you with a notice, but is under no obligation to do so, prior to the termination of your use of the websites.

14. Severability

Where any clause of these terms and conditions is considered to be null, unconstitutional or unenforceable, the provision shall be deemed to have been omitted without exception to, or prejudice to, the remainder of the terms and conditions which remain in force.

15. Discount voucher / promotional code

During some months, Hawkr Sdn. Bhd. will be running product promotion which offers discount vouchers or promotional code that can be used. The discount vouchers or promotional code are subject to validity dates and can only be used once in most cases. Note that the discount vouchers or promotional code are not exchangeable for cash in part or full. Hawkr Sdn. Bhd. shall retain the right to void, abolish or deny the use of any voucher without advanced notice.

16. Refund / cancellation:

16.1 Refund

-Payment via cash on delivery (COD): You have the right to cancel your order only if your order has not yet been approved by the Vendor. You acknowledge that you may forfeit the fulfilment of your cancelled order if you ever want to cancel your order after it has been accepted by the merchant.

-Payment via online (bank transfer / E-wallet): You have the right to get refund for the cancelled order only if your order has not yet been accepted by the merchant. You understand that no refunds (whether in whole or in part) will be issued to you and you forfeit the delivery fee of your cancelled order if you still decide to cancel your order after it has been accepted by the seller.

16.2 Cancellation

If it legitimately assumes or discovers fraudulent conduct or involvement in connection with your Hawkr Sdn. Bhd. account and/or your order, Hawkr Sdn. Bhd. retains the right, at its

absolute discretion, to cancel any Order and/or suspend your Hawkr Sdn. Bhd.'s member account.