The Honest Grocer Membership Terms

These Membership Terms were last updated on 30 March 2021.

1. Introduction

- 1.1 Overview: These membership terms and conditions (Membership Terms) explain the terms and conditions that apply to your membership for The Honest Grocer. Membership is also subject to our <u>General Terms</u> and <u>Privacy Policy</u>. We look forward to serving you as a member of The Honest Grocer. If you have any questions, please contact The Honest Grocer Customer Support at the details in our General Terms.
- 1.2 **Eligible Members**: You are eligible for The Honest Grocer membership if you are located in New Zealand, are aged 18 and over and your membership has not been terminated by us in the past due to your breach of these Membership Terms or our General Terms. We reserve the right to refuse a membership application if, in our reasonable opinion, you are not an eligible member. Membership is not transferable.
- 1.3 Acceptance of these Membership Terms: Please make sure you have read these Membership Terms carefully before you register for The Honest Grocer or upgrade to Gold Membership. By registering for The Honest Grocer or upgrading to Gold Membership, you agree to and accept these Membership Terms.

2. Silver Membership

- 2.1 **Silver Membership:** If you register with The Honest Grocer, you will automatically be a Silver Member and receive access to the Silver Membership pricing advertised on our website. There is no membership fee payable for Silver Membership.
- 2.2 **Cancellation:** If you are a Silver Member, you can cancel your membership at any time by contacting us at the details set out in the "Contact Us" section of our <u>General Terms</u>. Please note that Gold Membership is an annual commitment refer to the information in section 3.8 below.

3. Gold Membership

- 3.1 **Gold Membership**: You can choose to upgrade to Gold Membership, by following the directions on our website, and paying the monthly Gold Membership fee published on our website. Gold Members receive access to the Gold Membership pricing advertised on our website and any other Gold Membership benefits that we may offer from time to time. For further details refer to our FAQs.
- 3.2 Addresses and use of your Gold Membership: Each Gold Membership can be used for a maximum of two delivery addresses. For example, you may use a delivery address for your home and your workplace. You must not share your Gold Membership with any other person outside your immediate household.
- 3.3 **Gifting**: If you are a Gold Member, we may (at our discretion, including for limited periods) enable you to add additional addresses at checkout to send any product that you purchase as a gift directly to the recipient. This is strictly limited to gifting and we may make inquiries to confirm that the purchase is a genuine gift. We encourage generosity and gifting but may need to cancel any order that is sent to an alternative 'gift' address if it appears to us that it is not a genuine gift please refer to our **FAQs** for more information.

- 3.4 **Monthly Membership**: Gold Membership is a month-to-month commitment. If you elect to register as a Gold Member, and pay the monthly Gold Membership fee, you will be a Gold Member for a period of 1 calendar month (**Monthly Membership**). You may then continue to pay the Gold Membership fee monthly or, if applicable, in accordance with any other payment options published on our website at the time you upgrade to, or renew your, Gold Membership. If you are paying in instalments, you must pay by direct debit on your nominated credit card. Your first payment is due when you complete your Gold Membership enrolment. Your monthly subscription is automatically set to renew each month, but you can cancel the next month's commitment at any time in the Account/Manage Membership area of our website.
- 3.5 **Gold Membership fee**: The monthly Gold Membership fee will be published on our <u>website</u> and is subject to change from time to time. There is no longer a one year commitment required for Gold Membership, however we reserve the right to re-introduce this option in future via opt-in. If you are an annual Gold Member, any increases or other changes to the annual Gold Membership fee will **not** apply to your monthly payments for your then-current annual Gold Membership. The annual Gold Membership fee payable for Gold Membership upon renewal will be the Gold Membership fee advertised on our website at the time of renewal. If you are a Gold Member, we will update you directly if the Gold Membership fee changes and the current annual Gold Membership fee will always be easily accessible on our website.
- 3.6 **Failed payment**: If your monthly direct debit payment for your Gold Membership fee fails at any time, we reserve the right to cancel your Gold Membership and your membership will revert to Silver Membership.
- 3.7 **Renewal of Monthly Membership**: Your monthly Gold membership is set to auto-renew when you first register to be a Gold Member or on your "Account" page on our website. You can 'turn off' your monthly auto-renew function at any time by visiting your "Account /Manage Membership" page on our website. At the end of your Monthly Membership (and at the end of each renewal of your Monthly Membership), your Gold Membership will automatically:
 - (a) **renew** for a new monthly Membership, if auto-renewal is turned on (the default setting); or
 - (b) **expire**, if you have opted out of the auto-renewal.

If your Gold Membership expires, your membership will revert to Silver Membership and you will need to complete the Gold Membership enrolment process if you wish to renew your Gold Membership.

3.8 **Cancellation:** You cannot cancel your Gold Membership within the one-month period for a pro-rata refund. If you opt not to renew your Gold membership you will automatically revert to Silver membership when your current monthly Gold Membership expires. However, you may request to cancel your Gold Membership in extenuating circumstances, or if you think we have breached these Membership Terms, by contacting The Honest Grocer Customer Support (acceptance of any such request will be at our sole discretion).

4. Changes

4.1 We may update or replace these Membership Terms at any time by publishing an updated version on our website. We may also contact you directly. Every time you renew (including auto-renew) your membership, please check these Membership Terms and the annual Gold Membership fee to ensure you understand the terms that apply at that time. If you are a current Gold Member and we notify you of a change to these Membership Terms that may be material to you, you will have the right to cancel your Annual Gold Membership by notifying us within two weeks of notice of the relevant change.