

**DELISH COFFEE  
ROASTERY**



The Terms and Conditions below outline the rules and regulations for the use of the **DELISH COFFEE ROASTERY** website.

## **TERMS OF SERVICE**

### **General**

**DELISH COFFEE ROASTERY** is a business in the artisan coffee roasting industry, that supplies coffee beans, ground coffee and related products via an e-commerce website. At this stage, we can deliver coffee only within the borders of the Republic of South Africa and the only available / accepted currency for use on our website is the South African Rand (ZAR).

This website is operated by **DELISH COFFEE ROASTERY**. Throughout the site, the terms "we", "us" and "our" refer to **DELISH COFFEE ROASTERY**. **DELISH COFFEE ROASTERY** offers this website, including all information, tools and services available from this site, to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting/'surfing' our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions (if applicable) and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you thereby agree to be bound by all of these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, then you may not access any part of the website or use any of its services. If these Terms of Service are considered an offer, acceptance is expressly linked to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service, at any time, on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website, following the posting of any changes by us at any time, constitutes acceptance of all of those changes.

Our store is hosted on **WooCommerce**. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

### **Section 1 – Online Store Terms**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature, to our website or any of the 3<sup>rd</sup> party sites that we make use of. Any breach or violation of any of the Terms could result in an immediate termination of your Services, without prior notice to you.

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## **Section 2 – General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of the connecting networks or devices.

Your credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **Section 3 – Accuracy, Completeness and Timeliness of Information**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete and/or more timely & frequently updated sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical and general information. Historical information, necessarily, is not current and is provided for your reference and information only, together with any general information given. We reserve the right to modify the contents of this site at any time and without any notice, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site, if you so wish.

## **Section 4 – Modifications to the Service & Prices**

Prices for our products are subject to change at any time and without prior or any notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **Section 5 – Products or Services (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return only according to our Returns Policy.

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We have made every effort to display as accurately as possible the colours and images of our products that appear in our store. We however cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where it is prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **Section 6 – Accuracy of Billing and Account Information**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number that you provided at the time that the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store (this includes, inter alia, providing us with an accurate and correct physical address for delivery of our products to you, this in turn including you reflecting the correct postal address for your physical address – in order to facilitate timely delivery by our 3<sup>rd</sup> party courier companies to you and to prevent the incurrence of possible additional shipping charges by you, should the incorrect postal code have been used).

You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **Section 7 – Optional Tools**

We may provide you with access to third-party tools, which we neither monitor nor have any control over nor input into.

You acknowledge and agree that we provide access to such tools "as is" and "as available", without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

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We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **Section 8 – Third-Party Links**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Section 9 – User Comments, Feedback and Other Submissions**

If, at our request, you send certain specific submissions to us or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation to maintain any comments that you have sent to us in confidence, neither shall we be under any obligation to pay any compensation for any comments that you have sent to us, nor shall we be under any obligation to respond to any comments that you have sent to us.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted on our site by you or by any third-party.



## **Section 10 – Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy.

## **Section 11 – Errors, Inaccuracies and Omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel the affected orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been fully corrected, checked, modified or updated.

## **Section 12 – Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website, for violating any of the prohibited uses.

## **Section 13 – Disclaimer of Warranties; Limitation of Liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as

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available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **DELISH COFFEE ROASTERY**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## **Section 14 – Indemnification**

You agree to indemnify, defend and hold harmless **DELISH COFFEE ROASTERY** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **Section 15 – Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Section 16 – Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective and will always remain effective and in place, unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).



## **Section 17 – Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **Section 18 – Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of South Africa and specifically that in place in Johannesburg, Gauteng.

## **Section 19 – Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service, constitutes acceptance of those changes.

## **Section 20 – Contact Information**

Any questions about the preceding Terms of Service should be sent to us at [info@delishcoffeeroastery.co.za](mailto:info@delishcoffeeroastery.co.za).





## **PRIVACY POLICY**

### **Section 1 – What do we do with your personal information?**

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us (for instance but not necessarily limited to your name & surname, physical address & postal code, email address and telephone number).

When you browse our store, we also automatically receive your computer's internet protocol (IP) address, in order to provide us with information that helps us learn about your browser and operating system. Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

### **Section 2 - Consent**

#### **HOW DO YOU GET MY CONSENT?**

When you provide us with personal information (in order to complete a transaction or for any other reason whatsoever by your choice), verify your credit card details, place an order or arrange for a delivery, we accept that you consent to our collecting this information and to us using it for that specific reason only (i.e. we accept that you doing the preceding constitutes implied consent by you).

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

#### **HOW DO I WITHDRAW MY CONSENT?**

If, after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us directly at [info@delishcoffeeroastery.co.za](mailto:info@delishcoffeeroastery.co.za).

### **Section 3 – Disclosure**

We may disclose your personal information, if we are required to do so by law or if you violate our Terms of Service.



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## Section 4 – WooCommerce

Our store is hosted on WooCommerce. They provide us with the online e-commerce platform that allows us to sell our products and services to you. Your applicable data is stored through WooCommerce's data storage, databases and the general WooCommerce application. They store your data (as applicable) on their secure servers, over which we have no control, neither any input into

### ***PAYMENT (CREDIT CARD AND BANK ACCOUNT DETAILS AND SECURITY):***

All payments on the **DELISH COFFEE ROASTERY** website is processed via the **PayFast** web payment gateway. **PayFast** is South Africa's leading online payments solutions provider. **Payfast** accommodates payments from all South African banks and is used by over 65,000 South African merchants. For more information on the services of **PayFast** and on the security of payments processed by their gateway, please visit the **PayFast** website on <https://www.payfast.co.za/>

## Section 5 – Third-Party Services

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services that they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

### ***LINKS:***

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.



**GOOGLE ANALYTICS:**

Our store uses Google Analytics to help us learn about who visits our site and what pages are being looked at.

## **Section 6 – Security**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted and kept safe using the secure systems of the **PayFast** payments gateway.

## **Section 7 – Cookies**

We make use of cookies, but you will be asked whether you want to opt-out of cookies or not.

## **Section 8 – Age of Consent**

By using this site, you represent (and we thereby accept) that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

## **Section 9 – Changes to this Privacy Policy**

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here (i.e. within this policy) that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

## **Questions and Contact Information**

If you would like to access, correct, amend or delete any personal information that we have about you, or to register a complaint, or simply to get more information, contact us at [info@delishcoffeeroastery.co.za](mailto:info@delishcoffeeroastery.co.za).

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## **RETURNS POLICY**

Should you have any queries on what is outlined below, please feel free to contact us on [info@delishcoffeeroastery.co.za](mailto:info@delishcoffeeroastery.co.za).

Coffee beans (as a food product) cannot be returned or refunded. This is common practice across the retail and e-commerce sectors. The provision of goods and services by **DELISH COFFEE ROASTERY** is subject to availability. In cases of unavailability, **DELISH COFFEE ROASTERY** will refund the client in full within 30 days, alternatively delivery of the affected products will be delayed somewhat, at the discretion of **DELISH COFFEE ROASTERY**. Cancellation of orders by the client will attract a 10% administration fee.

Unfortunately we cannot guarantee that what you order will be to your personal taste, so please only order small quantities if you are at all uncertain about a new coffee you're trying for the first time. Notwithstanding the *Best Before* date printed on every pack of our coffee, please remember to use your beans when they are fresh (within 4-6 weeks of roast) for the best results!

We roast our coffees fresh to order, so you will always be assured of the freshest possible coffee. Due to roasting our coffees fresh to order, it will take a bit longer to get our coffees delivered to you. We are however convinced that the wait will be well worth your while.

While every effort is made by the delivery partners of **DELISH COFFEE ROASTERY** to meet their stipulated delivery timelines, it is possible that from time-to-time these 3rd parties may not meet their promised delivery timelines. **DELISH COFFEE ROASTERY** cannot be held liable for any such delays, as it is not under its own control.

In general, our coffees should be dispatched to you within 3 to 4 days of you placing your order and **DELISH COFFEE ROASTERY** having received your payment in full (sometimes quicker). Thereafter the delivery lead time (economy based delivery in all cases, i.e. non-expedited delivery only) of the relevant courier company will apply, leading up to delivery of your order to your home.

We are expert artisan coffee roasters and we take every precaution to ensure that our coffee is consistently of the best possible quality, so we rarely see quality issues with our beans. Nevertheless, if you suspect that there is a quality issue with what you have received from us, please let us know by responding to your order confirmation email or by emailing us on [info@delishcoffeeroastery.co.za](mailto:info@delishcoffeeroastery.co.za).

