

## TERMS OF WEBSITE USE

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE

The information set out below (the "Terms") sets out the rules for using our website https://caravela.coffee/ (our "website"). Please read these Terms carefully before using our website.

By using our website you confirm that you accept these Terms. If you do not agree to these Terms, you should not use our website.

#### OTHER APPLICABLE TERMS

Please also refer to our <u>Privacy Policy</u> which sets out the terms upon which we process any personal data we collect from you, or that you provide to us, together with information about cookies.

## **INFORMATION ABOUT US**

Our website is operated by CARAVELA LIMITED ("we", "our" and "us"). We are a private company incorporated in England and Wales under company number 03996686 and have our registered office at 3rd Floor, 12 Gough Square, London, England, EC4A 3DW. Our VAT number is GB769518968

## CHANGES TO THESE TERMS AND OUR WEBSITE

We may amend these Terms from time to time by amending this page. We will aim to post a notice of any substantial changes on our website.

We may update and change our website from time to time to reflect changes to our users' needs and our business priorities.

## **AVAILABILITY OF WEBSITE**

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.



You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not use any part of the content on our website for commercial purposes. If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### THIRD PARTY LINKS AND RESOURCES ON OUR WEBSITE

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We have no control over the contents of those sites or resources.

## LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

## LIMITATION OF OUR LIABILITY

All information provided on our website has been prepared for general information purposes and does not establish, in any form, a business or professional services relationship with us or any of our subsidiary companies. We exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and (ii) for fraud or fraudulent misrepresentation.

We will not be liable to any user for any loss or damage, whether in contract, tort, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:



- use of, or inability to use, our website; or
- use of, or reliance on, any content displayed on our website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### **VIRUSES**

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## **APPLICABLE LAW**

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Scotland you may also bring proceedings in Scotland and if you are resident of Northern Ireland, you may also bring proceedings in Northern Ireland.

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.



## **CONTACT US**

Any questions relating to these Terms should be sent to <a href="mailto:gdpr@caravela.coffee">gdpr@caravela.coffee</a>
Thanks for visiting our website