

Terms & Conditions

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Last Updated: OCTOBER 24, 2024

EACH USER ACKNOWLEDGES AND AGREES THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

Terms of service

If you are using the Site, receiving any payouts or sending any payments to Caravela you are contracting with Caravela Limited and/or its subsidiaries (hereinafter referred to as "**Caravela**").

Caravela provides an online platform to sell specialty green coffee beans and deliver them to high quality minded roasters. The platform is accessible at www.caravela.coffee and any other websites through which Caravela makes the services available (collectively, the "**Site**" to buyers. By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("**Terms**"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, and Services and all Collective Content (defined below), and constitute a binding legal agreement between you and Caravela. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, or Services. Failure to use the Site in accordance with these Terms may subject you to civil claims and/or criminal prosecution.

These Terms and Conditions are only valid in the English language.

Key Terms

"**Caravela Content**" means all Content that Caravela makes available through the Site, or Services, including any Content licensed from a third party.

"**Content**" means text, graphics, images, music, software, audio, video, information or other materials.

"**Buyer**" means an entity or person who purchases a coffee via the Site or Services.

"**Seller**" means Caravela.

"**Listing**" means a product listed on the as available for selling

"**ECC**" stands for the European Contract of Coffee and is published by the European Coffee Federation. All agreements made on Caravela follow the rules and regulations of the ECC. It is available online <http://www.ecf-coffee.org/publications>.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site.

Modification

Caravela reserves the right, at its sole discretion, to modify the Site or to modify these Terms, including the Service Fees, at any time and without prior notice. If Caravela modifies these Terms, Caravela will post the modification on the Site or provide you with notice of the modification. Caravela will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, after Caravela has posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

Eligibility

The Site, Application and Services are intended solely for persons who are 18 or older. Any access to or use of the Site by anyone under 18 is expressly prohibited. By accessing or using the Site you represent and warrant that you are 18 or older.

How the Site Works

The Site can be used to facilitate the listing and buying of green coffee beans ("**Coffees**"). Such Coffees are included in Listings on the Site.

Orders and Financial Terms

All coffees sold are Ex-Warehouse. The Buyer is responsible for paying all charges relating to the preparation of shipment of the coffee, such as loadout, palletizing, shipping and warehousing after the sale date, among others).

Each Buyer agrees to pay Caravela for the Total Price for any order requested in connection with your Caravela Account. You understand and agree that Caravela, reserve the right, in its sole discretion, to (i) obtain a pre-payment via your credit card for the Total Price or (ii) charge your credit card a nominal amount, not to exceed thousands US dollar (\$1000), to verify your credit card and your interest in the order. Caravela will collect the Total Price in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Caravela cannot control any fees that may be charged to a Buyer by its bank related to Caravela's collection of the Total Price, and Caravela disclaims all liability in this regard.

In connection with your requested order, you will be asked to provide customary billing information such as name, billing address and credit card information either to Caravela or its third-party payment processor(s). Each Buyer agrees to pay Caravela for any confirmed orders made in connection with your Caravela Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by Stripe or Paypal, wire transfer or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the order, either directly by Caravela or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. If you are directed to Caravela's third-party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed order transaction is complete you will receive a confirmation email summarizing your confirmed order.

Cancellations and Refunds

In certain circumstances, Caravela may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed order made via the Site. In this circumstance Caravela may also determine, in its sole discretion, to refund to the Buyer part or all of the amounts charged to the Buyer. You agree that Caravela will not have any liability for such cancellations or refunds.

Buyers are not allowed to cancel a confirmed order made via the Site.

Payment Processing Errors

Caravela will take steps to rectify any payment processing errors that Caravela becomes aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

Taxes

Tax regulations may require Caravela to collect appropriate tax information from the Buyers.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site. In connection with your use of the Site, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site;
- use the Site for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Site for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
- "stalk" or harass any other user of our Site or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Buyer;

- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Site;
- systematically retrieve data or other content from our Site to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site or any individual element within the Site, Caravela's name, any Caravela trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site without Caravela's express written consent;
- access, tamper with, or use non-public areas of the Site, Caravela's computer systems, or the technical delivery systems of Caravela's providers;
- attempt to probe, scan, or test the vulnerability of any Caravela system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Caravela or any of Caravela's providers or any other third party (including another user) to protect the Site;
- forge any Transmission Control Protocol or Internet Protocol packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Caravela may access, preserve and disclose any of your information if Caravela is required to do so by law, or if Caravela believes in good faith that it is reasonably necessary to (i) respond to claims asserted against Caravela or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Caravela, its users, or members of the public. You acknowledge that Caravela has no obligation to monitor your access to or use of the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative

agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms.

Privacy

Caravela understands that privacy and data security are important concerns to every user and every business. Therefore, Caravela has created this Privacy Policy in order to demonstrate the firm commitment to your privacy. The Privacy Policy below discloses our practices regarding information collection and usage solely for the Site.

Personally Identifiable Information

Caravela does not collect personally identifiable information from you on the Service unless you voluntarily provide it to us. You are required to submit certain personally identifiable information when you register on the Site, Application or Services.

Non-Personal or Aggregate Information

When you access our Site, Application or Services, Caravela may automatically collect non-personally identifiable information from you, such as IP host address, web pages viewed, browser type, referring web site, usage and browsing habits on the Service and similar data. Caravela may also aggregate demographic information collected from its users (such as the number of users from different regions or having particular characteristics).

Information Usage

Caravela will only use your personally identifiable information as described below, unless you have specifically consented to another type of use, either at the time the personally identifiable information is collected from you or through some other form of consent from you or notification to you: Caravela will use personally identifiable information to operate the Site.

Caravela may use your personally identifiable information to respond to your inquiries or to contact you. Caravela may permit our subcontractors to access your personally identifiable information, but they are only permitted to do so in connection with performing services for us. They are not authorized by us to use the information for their own benefit.

Caravela may disclose personally identifiable information as required by law or legal process.

Caravela may disclose personally identifiable information to investigate suspected fraud, harassment or other violations of any law, rule or regulation, or the Terms of Service or policies for the Service. Caravela may transfer your personally identifiable information in connection with the sale, merger or change of control of Caravela.

Business information will be handled in the same manner as personally identifiable information described above. Non-personal or aggregate information may be shared with any number of parties, provided that such information shall not specifically identify you or your company.

Cookies

"Cookies" are pieces of information that may be placed on your computer by a web site for the purpose of facilitating and enhancing your communication and interaction with that web site. Caravela may use cookies (and similar items such as clear gifs, web beacons, tags, etc...) to customize your visit to the Site and for other purposes to make your visit more convenient or to enable us to enhance our service. You may stop or restrict the placement of cookies on your computer or flush them from your browser by adjusting your web browser preferences, in which case you may still use our Site but it may interfere with some of its functionality. Cookies and similar items are not used by us to automatically retrieve personally identifiable information from your computer without your knowledge.

Security

The security of your information is very important to us. However, due to inherent open nature of the Internet, Caravela cannot guarantee that communications between you and Caravela or information stored on the Site or our servers will be free from unauthorized access by third parties such as hackers and your use of the Service demonstrates your assumption of this risk. Caravela has put in place reasonable physical, electronic, and managerial procedures to safeguard the information Caravela collects. Only those personnel who need access to your information in order to perform their duties are authorized to have access to your personally identifiable information.

Communications with Caravela

By providing your contact details to us, you expressly consent to be contacted by us. Caravela may use email to communicate with you, to send information that you have requested or send information about other products or services developed or provided by us. Your email address will not be sold to third parties. Only Caravela will use your email address to contact you.

Ownership

The Site and Content are protected by copyright, trademark, and other laws of England and foreign countries. You acknowledge and agree that the Site including all associated intellectual property rights, are the exclusive property of Caravela and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site

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Proprietary Rights Notices

All trademarks, logos, trade names and any other proprietary designations of Caravela used herein are registered trademarks or intellectual property of Caravela. Any other trademarks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

Caravela welcomes and encourages you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us at hello@Caravela.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of Caravela and you hereby irrevocably assign to Caravela all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Caravela's request and expense, you will execute documents and take such further acts as Caravela may reasonably request to assist Caravela to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

Caravela respects copyright law and expects its users to do the same.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, YOUR ORDERING OF ANY COFFEES VIA THE SITE, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF CARAVELA WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER CARAVELA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE YOUR ORDERING OF ANY COFFEES VIA THE SITE, APPLICATION AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CARAVELA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Caravela and you regarding the Site, and any orderings Coffees made via the Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Caravela and you regarding orderings of Coffees.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Caravela (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of England, without regard to its conflict-of-law provisions. You agree to submit to the jurisdiction of a state court located in London, England, for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, **as set forth in the Dispute Resolution provision below.**

Dispute Resolution

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Further, unless both you and Caravela otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration in respect to all Dispute Resolutions concerning Caravela and its contracting parties will be governed by English Law and to be conducted in English by one arbitrator.

General

The failure of Caravela to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Caravela. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.