

IKAWA WEB TERMS OF USE

1. Access

You are provided with free access to the IKAWA Website in accordance with these Terms of Use. The use of our website and the placing of any orders must be placed strictly in accordance with these Terms of Use together with our related Policies as linked below.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

These Terms of Use do not apply to the sale of Goods, please refer to our Terms and Conditions of Sale for more information.

Access to our site is provided 'as is' and on an 'as available' basis. We may alter, suspend, or discontinue our Site at any time and without notice and we are not liable to you if our site or any part of it is unavailable at any time for any period.

2. Changes to these Terms of Use

IKAWA reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. Any revised Terms of Use shall apply to the use of the website from the date of publication of the revised Terms and you hereby waive any right you may have to be notified of or to consent to, revisions of those Terms. It is your responsibility to check for our notice of Change to the Terms of Use periodically. Such notice will be posted to the website. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, IKAWA grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

3. Information about us

Our website www.ikawacoffee.com is owned and operated by IKAWA Ltd, company number 07133409 registered in England whose registered address is Unit 9, Bayford Street Business Centre, Bayford Street, London E8 3SE and whose VAT number is 990317705. For more information about us, please contact info@ikawacoffee.com.

4. Account set up and personal information

If you are required to set up an account to use our site, you may not create an Account if you are under 18 years of age. If you wish to create an account under that age you must be a minimum of 13 years old and ask your Parent or Guardian to

create the account for you and only use it with their supervision.

You should provide accurate and complete information when creating an Account. If any information you provide to us changes at a later date it is your responsibility to keep your account up to date.

If you have to create a password for your account, it is your responsibility to choose a strong password and to keep this safe. If you believe your account may have been hacked or used without your permission, please contact us immediately. We will not be liable for unauthorised use on your account.

You are responsible for the security of your account and are fully responsible for the activities that occur under the account. You must immediately notify IKAWA of any unauthorised uses of your account or any other breaches of security. IKAWA will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Any personal information provided in your account will be collected used and held in accordance with your rights and our obligations under the Data Protection Act 1998 and General Data Protection Regulation and in line with our Privacy Policy which shall be incorporated to these Terms of Use by this reference.

We may suspend or cancel your account at any time in our sole discretion without notice or explanation. You may of course close your account at any time, and this will result in the removal of your information and access to any areas of our Site requiring an account for access.

5. Intellectual Property

Apart from User Content, all content included on our site and the copyright and other intellectual property rights subsisting in that content unless specifically stated otherwise, belongs to and has been licensed by us. All content is protected by the applicable United Kingdom and international intellectual property laws and treaties.

You may:

1. Access view and use our Site in a web browser (including any web browsing capability built into other types of software or app)
2. Download our Site (or any part of it) for caching
3. Print pages from our Site
4. Download extracts from pages on our Site
5. Save pages from our Site for later and /or offline viewing.

We must always be acknowledged as the owner and author of the content of the Site.

You must not use any content printed, saved or downloaded from our site for commercial purposes without first obtaining a licence from us (or our licensors) to do so. This does not prohibit the normal access, viewing, and use of our site for general information purposes whether by business users or consumers.

6. Acceptable Usage

You may only use Our Site in a manner that is lawful and that complies with the provisions of this policy.

If you create an account on our website, you are responsible for maintaining the security of that account and are fully responsible for all activities that occur under that account. If you provide user content, specifically in the Hot Air Community section of our website, then you must agree to this policy, otherwise please do not post user content.

Specifically:

- you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:

- is sexually explicit;
- is obscene, deliberately offensive, hateful or otherwise inflammatory;
- promotes violence;
- promotes or assists in any form of unlawful activity;
- discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
- is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- is calculated or is otherwise likely to deceive;
- is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
- misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this policy);
- implies any form of affiliation with Us where none exists;

- infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this policy or any of the other provisions of the Terms of Use found on our site. Specifically We may take one or more of the following actions:

- suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
- remove any User Content submitted by you that violates this Acceptable Usage Policy;
- issue you with a written warning;
- take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- take further legal action against you as appropriate;
- disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of this Policy or of the Terms of Use.

If you post material to the website, post links on the website, or otherwise make (or allow any third party to make) material available by means of the website, you are entirely responsible for the content of and any harm resulting from that content. This is the case regardless of whether the content in question constitutes text, graphics, audio files, or computer software. By making content available you represent and warrant that:

- The downloading, copying and use of the content will not infringe the proprietary rights including but not limited to the copyright, patent, trademark or trade secret rights of any third party;
- The content you post does not infringe any intellectual property rights of your employer.
- The content you post does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content.
- The content is not spam, not machine or randomly-generated, does not contain unethical or unwanted commercial content;
- Your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites or other similar promotional methods;
- Your content is not named in a misleading manner to encourage people to believe you are another person or company.

You retain ownership of your user content and all intellectual property rights contained in it. When you submit user content you grant us an unconditional, fully transferrable, royalty-free, perpetual, worldwide licence to use, store, archive, publish, transmit, adapt, edit, reproduce, distribute,

prepare derivative works from, display, perform and sublicense your user content for the purposes of operating and promoting our site. In addition, you also grant other users the right to copy and quote your user content with the site.

If you wish to remove user content from our site, the user content will be deleted.

We may reject, reclassify, or remove any user content from our site where in our sole opinion it violates our acceptable usage policy or if we receive a complaint from a third party and determine that the user content in question should be removed as a result.

If you learn of any unlawful material or activity on our website or any material or activity that breaches these Terms of Use you must let us know. You can report any abuse by emailing support@ikawacoffee.com.

7. Links to our site

You may link to our site provided that you do it in a fair and legal manner, you do not suggest any form of association, endorsement or approval on our part where none exist, you do not use logos or trade marks displayed on our site without our express written permission and you do not damage our reputation or take unfair advantage of it.

You may not use any 'deep-link' 'page-scrape' 'robot' 'spider' or other automatic device, program, algorithm or methodology or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the site or any content, to obtain or attempt to obtain any materials documents or information through any means not purposely made available through the Site or with our express permission and IKAWA shall reserve the right to bar unauthorised activity.

You may not link to our Site from any other site the main content of which contains material which contravenes section 6 above; implies an affiliation with IKAWA where none exists; or

- Infringes, or assists in the infringement of the intellectual property rights of another party
- Is made in breach of any legal duty owed to a third party including but not limited to contractual duties and duties of confidence

You are not prohibited or restricted however from posting to sites where you cannot control the posts or links of other users, such as social networking sites but you are prohibited from posting links on websites which focus on or encourage the submission of such content from users.

8. Links to other sites

This site may contain links to other sites, independent third-party web sites. These linked sites are provided for the convenience of our visitors and not under our control. We

are not responsible for, nor are we endorsing the content of linked sites. We suggest you make your own independent judgment regarding your interaction with these linked sites.

9. Privacy and Cookies

Use of our site is governed by this Terms of Use and our cookie and privacy policies. These policies are incorporated into these Terms of Use by this reference.

10. Disclaimers & Liability

IKAWA does not promise that its website, or any content, service, feature or otherwise will be error free or its use uninterrupted or the contents complete accurate and updated at all times. It is provided to you for your use but we cannot guarantee any specific results.

While we will use reasonable endeavors to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

Insofar as is permitted by law, IKAWA makes no representation, warranty or guarantee that our site will meet your requirements, and that it does not infringe the rights of third parties, that it will be compatible with hardware or software you use, be totally secure or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible by Law

1. we accept no liability to any user for any loss or damage, whether foreseeable or not, in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our site or the use of or reliance on any content including user content, on our site.
2. We exclude all representations, warranties and guarantees (whether express or implied) that may apply to our site or any content included on our site.
3. If you are a business user, we accept no liability for loss of profits, sales, business or revenue, loss of business opportunity, goodwill or reputation; loss

of anticipated savings, business interruption, or for any indirect or consequential loss or damage.

4. We exercise all reasonable care and skill to ensure that our site is free from viruses and malware. However, we accept no liability (other than as a direct result of our failure to exercise reasonable care and skill) for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of using our site (including the downloading of content from it) or any other site referred to on our site.
5. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our site resulting from external causes including but not limited to ISP, equipment failure, host equipment failure, communications network failure, natural events, acts of war or legal restrictions and censorship.
6. Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence or the negligence of our servants, agents or employees, or for any forms of liability that cannot be excluded or restricted under English Law. For full details of consumer's rights in law, you could contact your local Trading Standards office or Citizens Advice centre.

11. Security

We exercise all reasonable care and skill to ensure that our site is secure and free from viruses and malware.

You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other Internet security risks.

You must not deliberately introduce viruses or malware or other harmful material whether in a malicious or technologically harmful way, either to our via our site.

You must not attempt to gain unauthorised access to any part of our site the server on which the site is stored, or any other server, computer or database connected to our site.

You must not attack our site by means of a denial of service attack, a distributed denial of service attack or by other means.

By breaching the provisions above, you may be committing a criminal offence under the Computer Misuse Act 1990. Any breach of this nature will be reported by us to the relevant law enforcement authorities and we will cooperate fully with them by disclosing your identity. Your right to use our site will then cease immediately in the event of this type of breach.

12. Communications & Data Protection

Any and all personal information that we will collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and General Data Protection Regulation and your rights and obligations under those.

Please refer to our Privacy Policy.

For questions or complaints about communications from us (including, but not limited to marketing emails), please contact us at info@IKAWAcoffee.com or on +44 (0) 2077295564.

13. Termination

IKAWA may terminate your access to all or any part of its Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your Agreement with IKAWA or your account if you have one, you may simply do so, and discontinue using the website. All other provisions of these Terms of Use shall survive termination where applicable, including ownership provisions, indemnity and limitation of liability.

14. Applicable Law.

These Terms of Use, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

15. Severability

If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions.

16. Entire agreement

Subject to clause 10, these Terms of Use together with the policies which are available on our website shall constitute the entire agreement between us in relation to your use of the website and shall supersede all previous agreements between us in relation to your use of our website.

Last updated 13 February 2018