

Terms and conditions

Last revised: April 3rd, 2019

This document sets out the terms and conditions of use of the websites operated by Traffic Coffee ("Traffic Coffee") (collectively and individually the "Website").

Any user of the Website is deemed to have read, accepted and recognized the validity of the terms set out below, and undertakes to respect them and be bound by them. If a user of the Website does not accept these terms and conditions, they must stop using the Website. Traffic Coffee may, at any moment and without prior notice, modify these terms and conditions. The users of the Website are asked to check regularly if the terms and conditions have been modified. The users are deemed to have accepted any modifications to the terms and conditions if they continue to use the Website following the publication of the modifications. These terms and conditions form the full set of rights and obligations between Traffic Coffee and any user of the Website and replace any terms or prior provision relating to the use of the Website. No verbal or written declaration from an employee or director of Traffic Coffee, or any other person, may modify or substitute these terms and conditions.

The Website is managed and fed from a computer located in the province of Quebec, Canada. The content and use of the Website are governed by the applicable laws of Quebec and Canada. These terms and conditions, as well as any dispute or misunderstanding resulting from their application, must be interpreted in accordance with these laws, In the case that any part of these terms and conditions were held to be unlawful, null or unenforceable, this part would be deemed to be divisible from all other provisions of these terms and conditions and would thus not affect the validity or enforceability of these other provisions, which would be interpreted without making reference to the removed section. Any litigation resulting from or associated to the use of the Website or to these terms and conditions shall be subjected to the exclusive jurisdiction of the courts of Quebec or a federal Canadian court, in the judicial district of Montreal, despite any potential application of the principle of conflicting laws. Some jurisdictions do not allow terms and conditions to be governed by the laws of a foreign jurisdiction. Accordingly, applicable laws of Quebec may not apply to you.

The Website is accessible through the use of the Internet and in standard Internet formats. Traffic Coffee reserves the right to modify these formats at all times and it is the obligation of the user to procure, at their cost, access to the Internet as well as any software required to access the Website.

Orders, Exchange Rates, Taxes, and Payment Options

All prices are in Canadian dollars. our products are not taxable. We accept all of the following payment methods: Visa, MasterCard, PayPal, as well Apple Pay and Google pay. We regretfully cannot accept personal checks at the current time. Purchases made on www.trafficcoffee.com are securely sent to our offices where they are reviewed. Once the order is verified and paid in full, it will be processed and delivered.

At Traffic Coffee our best efforts are put towards maintaining an updated inventory. Should an item be out of stock, you will be notified promptly and given the choice between receiving a refund for the item or the option to wait for the item to be restocked and sent at a later date. Customers accept to pay for goods and services purchased through the Traffic Coffee website and recognize that buying goods or services online is equivalent to purchases made in a physical store.

Refunds / Returns

All sales are final. NO REFUNDS accepted on any product whose reason(s) for return are: inappropriate handling, poor quality, inadequate freshness. We have no way of knowing what someone does with the product once it is out of our hands. If you have a problem with an order that was placed on our website, please write to hello@trafficcoffee.com or call 514.895.6523.

Health Disclaimer Notification

The information contained in this website, Traffic Coffee and/or its subsidiaries, has not been evaluated by Health Canada or the FDA in the U.S.A. The information on this website is not intended for diagnosing, treating, curing, or preventing diseases of any kind. The information on this website should not be used as a therapeutic measure or replace the advice of a health care professional. The information presented above, or the information received via phone or email, should not be construed as practice of medicine. Traffic Coffee is not responsible for the abuse and/or misuse of any product sold due to a consumer using this website. Traffic Coffee is also not responsible for any problems or difficulties that may arise due to the use of consumer products sold by Traffic Coffee Customers of this website, previous and future, who do not consult with a health care professional prior to the purchase and use of any product, assume all risks and consequences.

Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities. 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 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.

Copyright

The entire contents of this website including text, but not limited to text, including graphics and codes are copyrighted as a collective work under Canadian Law and other copyright laws, and is

the property of Traffic Coffee The collective work includes any work that is licensed by Traffic Coffee

Permission is granted to download or print portions of this website only for personal, non-commercial use or if the objective is to place an order with Traffic Coffee or buy products from Traffic Coffee Any other use, including but not limited to reproduction, distribution, display or transmission of content on this site is strictly prohibited unless authorized by Traffic Coffee You further agree not to change or delete any Industrial Property content of material downloaded from the website.

Disclaimer of Warranty

This website and the materials and products on this website are provided "as is" and without guarantee of any kind, express or implicit. In the broadest possible way permitted under applicable law, Traffic Coffee disclaims all warranties, express or implied, including, but not limited to, all warranties implied of commercial value and physical form for a purpose and particular non-infringement. Traffic Coffee does not represent you nor warrant that the functions contained in this website will be uninterrupted or without error, that defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Traffic Coffee makes no warranty or representation regarding the use of the materials in this site in terms of their accuracy, adequacy, usefulness, timeliness, reliability, or otherwise. Some states do not allow limitations or exclusions on warranties, in these cases the above limitations may not not apply to you.

Disclaimer

Traffic Coffee will not be responsible for any harm or injury resulting from use or inability to use materials from this website or the preparation of the products, even if Traffic Coffee has been advised of the possibility of such damages. Applicable law may not allow the limitation of the exclusion of liability or damages fortuitously or consecutively, therefore the limitation or exclusion above may not apply to you. Customers who take advantage of the products offered on the online boutique Traffic Coffee but provided by other companies than Traffic Coffee do so at their own risk and will not hold Traffic Coffee responsible in any way including, but not limited to complications and/or other problems resulting from the use of those products.

Typographical Errors

In the event that Traffic Coffee erroneously lists a product at an incorrect price, Traffic Coffee reserves the right to refuse or cancel all orders of the product listed at the incorrect price. Traffic Coffee reserves the right to refuse or cancel such orders even if the order has been confirmed and charged to your credit card account. In the event that the order has already been charged to your credit card and your order is canceled, Traffic Coffee is committed to reimbursing your credit card for the full value of the incorrect price.

Limitations

These terms and conditions apply to you when you access the website an/or complete the registration or buying process. These general terms and conditions, or any part thereof, can be

terminated by Traffic Coffee without notice at any time, for any reason. The provisions relating to copyright, trademark, denial, limitation of liability, indemnification, and miscellaneous, shall survive any termination notification. Traffic Coffee can notify you by email, provide a general notification on the website, or use any other reliable method to send a notification to the address you provided to Traffic Coffee

Denial of Participation

Traffic Coffee does not and cannot review all communications and material posted or created by users who access the website and is in no way responsible for the content of these communications and the material. You acknowledge that by allowing yourself to view and distribute user-written content on this site, Traffic Coffee simply acts as a passive conduit for such distribution and is not undertaking any obligation or liability for any content or activity on this site. However, Traffic Coffee reserves the right to block or remove communications or material that it deems to be (a) abusive, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of copyright, trademark, or intellectual property rights, or (d) offensive and unacceptable to Traffic Coffee according to its sole discretion.

Indemnification

You agree to indemnify, defend, and hold Traffic Coffee harmless and its officers, directors, employees, agents, investors, and suppliers (collectively the "Service Providers") against all losses, expenses, damages, and costs, including reasonable attorneys' fees resulting from any violation of these general terms and conditions or any activity related to your account (negligent or wrongful actions included) by you or any other person accessing the website using your Internet account.

Third Party

In order to provide added value to our users, Traffic Coffee can affiliate itself to websites operated by third parties. However, even if the third party is affiliated Traffic Coffee the latter has no control over these linked sites which have different private data collection methods unrelated to Traffic Coffee These linked websites are for your convenience only and are therefore accessed at your own risk.

Information about the Operator

The website www.trafficcoffee.com is operated by Traffic Coffee. The conditions of sale described above constitute a contract between the customer and Traffic Coffee. These conditions can be modified at any time by Traffic Coffee

Legal address of the operator:

Traffic Coffee
215 St-Jacques, Office 500, Montreal, QC
H2Y1M6

Telephone number:
(514) 895-6523