

Desert Sun Coffee Roasters

Terms of Service

Dated November 11, 2019

Acceptance of Terms

The DesertSunCoffee.com Site is owned by Desert Sun Coffee Roasters, Inc, a Colorado corporation ("DSCR," "we," or "us") and is an online retail store located at www.desertsuncoffee.com (the "DSCR Site" or "Site").

By registering as a member or by using the DSCR Site and/or Service in any way, you accept these Terms of Service ("Agreement" or "Terms"), which forms a binding agreement between you and DSCR. You should also read and understand the DSCR **Privacy Policy**

[https://cdn.shopify.com/s/files/1/0319/8489/files/DSCR_PrivacyPolicy.pdf?835], which is incorporated by reference into this Agreement and is available on the DSCR Site.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING OUR PRIVACY POLICY, LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND LEGAL DISCLAIMERS, YOU ARE NOT AUTHORIZED TO USE THIS SITE.

1. Who May Use the DSCR Site

Age Requirement. You must be at least 18 years old to use the DSCR Site.

Notice to Parents and Guardians. You are responsible for monitoring and supervising your child's use of the DSCR Site. If your child is using the DSCR Site without your express consent and is under 18, please contact us immediately so that we can disable his or her access. If you have questions about DSCR, please contact us at operations@desertsuncoffee.com

2. Disclaimers

Site "As Is". DSCR provides the DSCR Site on an "as is" and "as available" basis. You therefore use the DSCR Site at your own risk. To the fullest extent permitted by law, DSCR expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. DSCR has no obligation to screen or monitor any content and does not guarantee that any content made available on the DSCR Site complies with this Agreement or is suitable for all users. DSCR shall not be responsible for loss or

corruption of data, and hereby waives all claims with respect to damage to your computer system, internet access, download or display device.

Your Responsibility. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the DSCR Site. To the extent that a secondary party may have access to or view DSCR content on your computer or mobile device, you are solely responsible for informing such party of all provisions, terms, disclaimers and warnings in this Agreement.

3. Limitation of Liability

General Limitation. To the fullest extent permitted by law: (i) in no event shall DSCR, nor its affiliates, be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for personal injury, death, loss of livelihood, loss of enjoyment, pain and suffering, emotional distress, loss of profits, loss of future earnings, goodwill, use, and/or any other damages or other intangible losses; and (ii) DSCR, and its affiliates' total liability to you shall not exceed the amounts paid by you to DSCR over the twelve (12) months preceding your claim(s). IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO OBTAIN PRODUCTS OR ACCESS THE SITE.

DSCR Resources. The resource materials provided on the DSCR Site are intended as general educational information. DSCR DOES NOT REPRESENT IN ANY WAY THAT ANY ADVICE PROVIDED IN RESOURCE MATERIALS CONSTITUTES QUALIFIED EXPERT ADVICE.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

4. Privacy

Privacy Policy. Your privacy rights are set forth in our **Privacy Policy** [https://cdn.shopify.com/s/files/1/0319/8489/files/DSCR_PrivacyPolicy.pdf?835], which forms a part of this Agreement. Please review the **Privacy Policy** to learn what information we may collect about you, what we use that information for, and with whom we may share that information.

Consent to Email And Newsletters. When you register with our Site, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Site, such as administrative notices and Site announcements or changes, or emails containing newsletters, promotions or special offers from us or third-party partners.

5. Account Registration

Registration: In using the DSCR Site, you may register for an account on the Site (“Account”) in order to access certain features. Creating an Account may enable you to move through the checkout process more quickly, store multiple shipping addresses, and view and track your orders. If you register for an Account, you must provide us with current and complete information, including your name, valid email address, and a password.

User Name: You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.

Account Security: You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You must not allow others to use your account. You must safeguard the confidentiality of your password. If you are using a computer that others have access to, you must log out of your account after using the DSCR Site. If you become aware of any unauthorized access to your account, you must change your password and notify us immediately at operations@desertsuncoffee.com.

6. Product Prices and Availability

Current prices for products are described on the Site. We may change pricing at any time and in our sole discretion. Promotions and/or discounts may be offered from time to time on the Site and may be subject to additional terms, limitations, and restrictions. To take advantage of such promotions and/or discounts, you agree to comply with any terms, conditions, limitations, or rules presented to you as a condition of participation in any such promotional offer. We reserve the right to change or discontinue any product at any time and without notice. We further reserve the right, in our sole discretion, to cancel any order, limit any purchase, or refuse to fulfill an order for any or no reason.

7. Term and Termination; Account Deletion

Term. This Agreement begins on the date you first use the DSCR Site and continues as long as you have an account with us.

Account Deletion. You may delete your account at any time. We reserve the right, but are under no obligation to, to delete an account from the DSCR Site that remains inactive (i.e., the user fails to log in) for a continuous period of at least six (6) months.

Termination for Breach. DSCR may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if DSCR determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage DSCR reputation or goodwill. If DSCR deletes your account for the foregoing reasons, you may not re-register for the DSCR Site. DSCR may block your email address and Internet protocol address to prevent further registration. DSCR is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.

After your account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

8. Indemnification

You agree to indemnify, defend, and hold harmless DSCR and its affiliates, directors, officers, employees, and agents, from and against any liability, claims, damages, losses and costs (including reasonable attorney's fees) that: (i) arise from your activities on the DSCR Site; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to DSCR violates any law or infringes any personal right or third party right, including any intellectual property or privacy right. DSCR reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DSCR in connection therewith.

9. License to Use the DSCR Site

License. DSCR grants you a limited, non-exclusive license to access and use the DSCR Site and Services for your own personal, non-commercial purposes. This includes the right to view content available on the DSCR Site.

Restrictions. Except as expressly permitted by DSCR in writing, you will not reproduce, redistribute, publicly display, sell, create derivative works from, decompile, reverse engineer, or disassemble the DSCR Site. Nor will you take any measures to interfere with or damage the DSCR Site. All rights not expressly granted by DSCR are reserved.

Mobile Devices and External Devices. These Terms of Site, and all the provisions herein, also govern the use of our mobile, desktop and set-top devices. Your use of the DSCR Site through any applications or device constitutes your agreement to be bound by these Terms.

10. Third Party Links and Content

Linked Sites. Certain links on the DSCR Site may let you leave the DSCR Site to access a linked site (the "Linked Sites"). When you are linking to a third-party site, it is important to know that DSCR does not control these sites, nor has DSCR reviewed or approved the content which appears on the linked sites. DSCR is not responsible for the legality, accuracy or nature of any content, advertising, products or other materials on or available from any linked sites, or the conduct of such linked sites. You acknowledge and agree that DSCR shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods or Sites available on or through the linked sites.

Dealings with Third Parties. More specifically, your participation, correspondence or business dealings with any third party found on or through the DSCR Sites (i.e., a linked site), regarding payment and delivery of specific goods and Sites, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that DSCR shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

11. Intellectual Property

You acknowledge that the DSCR Site contains Content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, Site marks, or other intellectual property or proprietary information accessible on the Site or through the Site, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Nothing contained on the Sites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or Site marks without our express prior written consent.

12. Submissions

As between you and DSCR, you own all content that you submit to DSCR, whether directly via the DSCR Site or indirectly (for example, via Facebook or Instagram). However, it is important that you understand that by posting a submission to DSCR, you are granting DSCR and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable (through multiple tiers) royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your content (including without limitation, your name and likeness, photographs and testimonials) for any purpose whatsoever commercial or otherwise without compensation to you. In addition, you waive any so-called "moral rights" or "performance rights" in your content.

You further grant all users of the DSCR Site permission to view your content for their personal, non-commercial purposes. If you make suggestions to DSCR on improving or adding new features to the DSCR Site, DSCR shall have the right to use your suggestions without any compensation to you.

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to DSCR and grant the licenses set forth above; (ii) DSCR

will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

13. Code of Conduct; Content Restrictions; and Prohibited Activities

Code of Conduct. In using the DSCR Site, you must behave in a civil and respectful manner always. DSCR reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates our Terms. Your use of the Site must comply with all applicable laws and regulations.

Content Restrictions. You may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that infringes any third party's copyrights or other rights; contains sexually explicit content or pornography; contains hateful, defamatory, or discriminatory content; harasses or intimidates another; exploits minors; depicts unlawful acts or violence; contains video, audio photographs, or images of another person without his/her permission; contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices; contains deceptive or false information; contains "spam".

Prohibited Activities. In addition, it is strictly prohibited to "frame" or "mirror" any part of the Site; use meta tags or code or other devices containing any reference to DSCR, the Site or the Service (or any trademark, trade name, service mark, logo or slogan of ours) to direct any person to any other website for any purpose; modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or any software or materials used on or for the Service or the Site, or cause others to do so; post, use, transmit or distribute, directly or indirectly, in any manner or media any content or information obtained from the Site other than solely in connection with your use of the Site in accordance with this Agreement; collect information about others; advertise or solicit others to purchase any product or service within the Site; promote fraudulent schemes; Publicize or promote commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes; and/or participate in any activity that in any way violates any law.

Our Right to Monitor and Remove Content. DSCR has the right, but not the obligation, to monitor all conduct on and content submitted to the DSCR Service. DSCR reserves the right to alter, edit, remove, or refuse to post any content, in whole or in part in its sole discretion and/or to satisfy or comply with applicable laws, regulations and/or legal processes.

DSCR reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates our Terms, including removing the offending communication from the Site and terminating or suspending the account of such

violators. You agree that DSCR may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Site in the future; or (v) protect the rights, property or personal safety of our Company or any other person.

14. Copyright / DMCA Policy

DSCR respects the intellectual property of others, and we ask our users to do the same. DSCR will promptly remove materials from the DSCR Site in accordance with the Digital Millennium Copyright Act ("DMCA") if properly notified that the materials infringe a third party's copyright. DSCR will respond as quickly as practical to claims that infringing material appears on the Site. If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please contact our Copyright Agent as follows:
Email: operations@desertsuncoffee.com.

US Certified Mail:

DSCR Copyright Agent

284 Sawyer Dr, Unit C

Durango, CO 81303

USA

15. General Provisions

Dispute Resolution, Arbitration and Governing Law. Except where prohibited, any dispute, claim, or controversy arising out of or relating to this Agreement, the Site, or the Site shall be submitted to mediation. If the matter cannot be resolved through mediation, then the matter shall be resolved through BINDING ARBITRATION.

Judgment upon the award rendered in arbitration shall be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorney fees and costs in connection with the action. You may not under any circumstances commence or maintain against DSCR or its affiliates any class action, class arbitration, or other representative action or proceeding.

By using the Site or the Site in any manner, except where prohibited, you agree to the above mediation and arbitration agreement. In doing so, except where prohibited, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and DSCR or its affiliates. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can.

Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. If this arbitration agreement is for any reason held to be unenforceable, any litigation against DSCR may be commenced only in the federal or state courts located in Durango, Colorado. You hereby irrevocably consent to the jurisdiction of those courts for such purposes and you irrevocably waive any right to a trial by jury.

This Agreement, and any dispute between you and DSCR, shall be governed by the laws of the state of Colorado without regard to principles of conflicts of law, provided this arbitration agreement shall be governed by the Federal Arbitration Act.

Interpretation; Severability; Waiver; Remedies. Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by DSCR in exercising any right hereunder will waive any further exercise of that right. DSCR rights and remedies hereunder are cumulative and not exclusive.

Successors; Assignment; No Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without DSCR prior written consent. No third party shall have any rights hereunder.

Notices. You consent to receive all communications including notices, agreements, disclosures, or other information from DSCR electronically. DSCR may provide all such communications by email or by posting them on the DSCR Site. For support-related inquiries, you may send an email to operations@desertsuncoffee.com. or the following address:

284 Sawyer Dr, Unit C
Durango, CO 81303

Modification. This Agreement may not be modified except by a revised Terms of Service posted by DSCR on the DSCR Site or a written amendment signed by an authorized representative of DSCR. A revised Terms of Service will be effective as of the date it is posted on the DSCR Site.

Entire Agreement. This Agreement incorporates the following documents by reference:

1. **PRIVACY POLICY**
[\[https://cdn.shopify.com/s/files/1/0319/8489/files/DSCR_PrivacyPolicy.pdf?835\]](https://cdn.shopify.com/s/files/1/0319/8489/files/DSCR_PrivacyPolicy.pdf?835)

END OF DOCUMENT.