

TERMS AND CONDITIONS

OVERVIEW

This website (“site”) is operated by FUTURE COFFEE. On our site, the terms “we”, “us” and “our” refer to FUTURE COFFEE. FUTURE COFFEE offers this website www.futurecoffee.com (“site”), including all of the information, tools and services available from this site, to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage our “Services” and you agree to be bound by the following terms and conditions (“Terms and Conditions”), including those additional terms and conditions and policies referenced on the site and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

The Terms and Conditions will form a binding legal agreement between you and us. You should read them carefully as your use of the site will be deemed acceptance of them.

Any new features or tools which are added to the site will also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this site.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you. In order to participate in certain areas of the site, you will need to subscribe to the site. You agree to provide complete and accurate information when subscribing to the site and you accept responsibility for all activities that occur in respect of your account and accept all risks of unauthorized use.

Please read our Privacy Policy carefully to understand how we use, collect, disclose and store personally identifiable information from the users of the site. By accessing the site, you consent to all action we take with respect to your data consistent with our Privacy Policy.

SECTION 1 - USE OF ONLINE STORE

Subject to these Terms and Conditions we will provide you with the following services (“Services”):

- a) The ability to purchase coffee and other goods from the site as they are offered from time to time by us (“Products”); and
- b) The ability to subscribe to our database in order to receive the benefit of special offers in respect of the Goods available to be purchased via the site.

By agreeing to these Terms and Conditions you represent that you are at least the age of 18 in your state or province of residence, or that you are at least the

age of 18 in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site and that they are authorised by you to use and purchase goods and services via the site.

You agree that we may modify the Services at any time, and discontinue the Services (or part thereof) at any time. We may also restrict your use of some or all Services, suspend the delivery of the Services at any time and subsequently reinstate them in our discretion without any liability to you. We reserve the right to refuse to fulfill an order placed by any person for any reason at any time.

You may not use our site or our products and services for any illegal or unauthorized purpose nor may you in the use of the site, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms and Conditions will result in an immediate termination of the Services.

SECTION 2 - GENERAL CONDITIONS

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission from us.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS OF THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

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

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

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 our sole discretion. 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.

To the maximum extent permitted by law, we do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made via our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of such sites and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party and you indemnify us against any losses, costs (including legal costs on a full indemnity basis), actions or claims we may suffer or incur arising from any comments you send us.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in these Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SECTION 13 - LIABILITY AND DISCLAIMER

You acknowledge that we have made no warranties that the Services or Products will be error free.

You agree that we will not be liable or responsible for any failure in, or delay to, the provision of the Services or Products or in us complying with our obligations under this Agreement where such failure or delay has arisen as a direct or indirect result of:

- (a) fire, earthquake, storm, flood, hurricane, inclement weather or other act of God, war, terrorism, explosion, sabotage, industrial accident or an industrial strike;
- (b) denial of service attacks, telecommunications failure, hardware failure or the failure of software provided by a third party to function in accordance with its specifications;
- (c) a significant demand being placed on Our services which is above the usual level of demand and which results in a failure of Our software and hardware to function correctly;
- (d) the failure of any third party (including without limitation, any bank or other financial organisation) to fulfil any obligations to Us;
or
- (e) any other circumstances or event similar to the above which is beyond Our reasonable control.

You acknowledge that we have not made and will not make any express or implied warranties in relation to the Services, the products or any other goods or services provided by us under this Agreement, other than those warranties expressly contained in this Agreement. Subject to the following, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded to the maximum extent permitted by law.

Subject to your rights arising under the *Competition and Consumer Act 2010* (Cth) or other similar consumer legislation, You agree that we will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Services, the products or the provision of any other goods or services under this Agreement and whether as a result of any breach or default by us, or any negligence by us. Our maximum liability under this Agreement for any and all breaches of this Agreement, and any negligence in relation to this Agreement, will not exceed the total amounts of payments made by you to us under this Agreement, and if you have not paid any monies to us, then our maximum liability will be \$10.00.

If the *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, our liability is limited, at Our option, to:

- (a) in the case of goods, any one or more of the following:

- (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or our liability will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by statute.

If You are a consumer (as defined in the *Competition and Consumer Act 2010 (Cth)*), then nothing in this Agreement restricts, limits or modifies your rights or remedies against us for the failure of a statutory guarantee under the Australian Consumer Law where such restriction, limitation or modification would be prohibited by the *Competition and Consumer Act 2010 (Cth)*.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless FUTURE COFFEE and our associated entities, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including but not limited to legal fees or any claim made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts owing to us due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions, to the maximum extent permitted by law.

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Victoria, Australia. Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

SECTION 19 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms and Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to the site. It is your responsibility to check the site periodically for changes. Your continued use of or access to the site or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes. You should therefore frequently review these Terms and Conditions and if you do not agree to any amended terms, you must stop using the site.

SECTION 20 - CONTACT INFORMATION

Questions about these Terms and Conditions should be sent to us at info@futurecoffee.com.

Privacy

PRIVACY STATEMENT

SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing (if applicable): With your permission, we may send you emails about our store, new products and other updates.

SECTION 2 - CONSENT

How do you get my consent?

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at info@futurecoffee.com or mailing us at:

FUTURE COFFEE

PO BOX 107 Richmond Victoria AU 3121

SECTION 3 - DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms and Conditions.

SECTION 4 - SHOPIFY

Our store is hosted by Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and provide the Services to you.

Your data is stored through Shopify's data storage, databases and the general Shopify application. They store your data on a secure server behind a firewall.

Payment:

If you choose a direct payment gateway to complete your purchase, then Shopify stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover.

For more insight, you may also want to read Shopify's terms and conditions (<https://www.shopify.com/legal/terms>) or Privacy Statement (<https://www.shopify.com/legal/privacy>).

SECTION 5 - THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

Links

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 6 - SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256

encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

SECTION 7 - COOKIES

Here is a list of cookies that we use. We've listed them here so you that you can choose if you want to opt-out of cookies or not.

_session_id, unique token, sessional, Allows Shopify to store information about your session (referrer, landing page, etc).

_shopify_visit, no data held, Persistent for 30 minutes from the last visit, Used by our website provider's internal stats tracker to record the number of visits

_shopify_uniq, no data held, expires midnight (relative to the visitor) of the next day, Counts the number of visits to a store by a single customer.

cart, unique token, persistent for 2 weeks, Stores information about the contents of your cart.

_secure_session_id, unique token, sessional

storefront_digest, unique token, indefinite If the shop has a password, this is used to determine if the current visitor has access.

SECTION 8 - AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 9 - CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at info@futurecoffee.com or by mail at FUTURE COFFEE

[Re: Privacy Compliance Officer]

PO BOX 107 Richmond Victoria AU 3121
