

TERMS AND CONDITIONS

Last updated - 10th February 2023

Welcome to **Victoria Roaster**.

These Terms and Conditions (“**Terms**”) govern the use of the services provided by Victoria Roaster (hereinafter also referred to as “**Company**”, “**we**”, “**our**” or “**us.**”).

The website _____ (“**Website**” or “**Platform**”) is operated by us and by accessing and/or otherwise using the product and services (“**Service**”) in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended.

Regularly checking and reviewing this page ensures that you are updated on the terms and conditions governing your use of the Services.

If we believe that the modifications are material, we will notify you of the changes by posting a notice on our Website, or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

AGREEMENT TO TERMS

By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms.

ACCEPTANCE OF OTHER TERMS AND POLICY

By using the Service, you agree to comply with the following policies and any additional policies that we may notify you of from time to time (“**Policies**”). These Terms apply to all Users:

- Privacy Policy
- Cookies Policy

EMAIL COMMUNICATION

By using the Website, mobile application or otherwise creating an account on the Site, you understand that we may send you communications or data regarding our Transaction Records, Receipts and Customer Service. You agree to receive such communications from us.

Receipts may not be issued to Users for payments made or received on the Service, except as required by applicable law or regulation.

Records of your payment transactions through the Service will be reflected in your transaction history in your Victoria Roaster Account. A receipt will also be sent to the email address you provided on your Account. You are responsible for reviewing your payment transaction history to determine if there are any errors or unauthorized transactions, and for immediately alerting Victoria Roaster via email at _____.

Unless such email is necessary to facilitate a transaction, such as to complete a sale or provide you with information related to a purchase, we will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such message(s). Opting out may prevent you from receiving email messages regarding special offers, improvements, or other updates.

You also agree that all notices, disclosures, agreements, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business by email, and our agreement to do so, applies to all of your interactions and transactions with Victoria Roaster. Please keep us informed of any changes in your email address so you may continue to receive our communications without interruption

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this Website is not accurate, complete, or current. The material on this Website 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 Website is at your own risk.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

MODIFICATIONS IN PRODUCT, SERVICE AND PRICE

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 Product and Service.

ACCESS OUTSIDE THE UNITED STATES OF AMERICA (USA)

Victoria Roaster makes no representation that the content on the Platforms is appropriate to be used or accessed outside the United States of America (USA). Your use of or access to the Platforms from outside the USA is at your own risk and you are responsible for compliance with the laws of such jurisdiction.

NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to Company's email addresses or through Victoria Roaster's computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of Company computer systems is a violation of these Terms and certain federal and state laws, including without limitation, the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and

Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

TAXES

Buyer shall be responsible for payment of all fees/costs/charges associated with the purchase of the Products on the Platform and agree to bear any and all applicable taxes as per federal and state laws.

USE OF THE PLATFORM AND THE SERVICES

You may use the Platform and the Services only for lawful purposes and in accordance with these Terms of Conditions.

You hereby agree not to use the Platform and the Services:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit any person or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
4. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Additionally, you agree not to:

1. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
2. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which the Platform is stored, or any server, computer, or database connected to Service.

3. Take any action that may damage or falsify Platform's reputation.
4. In any way decompile, reverse engineer, or disassemble any material or content on the Website.
5. Otherwise, attempt to interfere with the proper working of the Platform and the Service.

PRIVACY AND USAGE OF COOKIES

The company will not intentionally disclose any personally identifying information about you to third parties, except where Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Website, you signify your acceptance of the Privacy policy.

Members signing up for the Website are opting in to receive newsletters and other special offers through emails/notifications from the Website. If you do not wish to receive these emails, you may opt out anytime by unsubscribing.

Refer to our [Privacy Policy](#) and [Cookie Policy](#).

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

All material and content on the Website, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by the domestic as well as international intellectual property law, including copyright, authors' rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us.

The compilation of all content on the Website is our exclusive property and is protected by domestic as well as international copyright and database rights laws.

You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Website or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

INDEMNIFICATION

You understand and agree that you are personally responsible for your behaviour on the Website. You agree to indemnify, defend and hold Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms.

NO WARRANTY

You acknowledge and agree that the Services are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

We do not represent or warrant that: (a) the use of the Services will be secure, timely, uninterrupted or error-free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and our server(s) are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular

purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use).

No advice or information, whether oral or written, obtained by you from us or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain the Services.

We disclaim any and all liability or responsibility in relation to the Website Content made available through the Services, including but not limited to the Content uploaded by users or the third-party content (feedback or comments) and services. We are not responsible or liable in any manner for the third-party content and services associated with or utilised in connection with the Services, including the failure of such third-party content and services, including but not limited to the content and/or services of our Business Partners.

We maintain and shall have the right at any time to change, modify, correct, add to, discontinue, or retire any aspect or feature of the Website and/or the Services, including, but not limited to, hours of availability, equipment needed for access or use, or the availability of the Services (or any part thereof) on any particular device or communications service. We have no obligation to provide you and/or the Business Partners with notice of any such changes, and we are further under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes, and/or enhancements of the Website and/or the Services.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VICTORIA ROASTER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE “**VICTORIA ROASTER REPRESENTATIVES**”) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, REMOTE OR PUNITIVE DAMAGE, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS,

GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PLATFORMS OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, THE SERVICES, PROVISION OF INFORMATION VIA THE PLATFORMS, LOST BUSINESS, EVEN IF SUCH VICTORIA ROASTER REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE VICTORIA ROASTER'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED (\$100) U.S. DOLLARS

EXCEPT AS EXPRESSLY PROVIDED IN THE FOLLOWING PARAGRAPH, YOU AGREE THAT THE AGGREGATE LIABILITY OF VICTORIA ROASTER TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO THE GREATER OF: (I) THE AMOUNT YOU HAVE PAID TO VICTORIA ROASTER FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM; OR (II) \$100.

FOR ALL CLAIMS ARISING OUT OF OR RELATING TO TRANSFERS OF FUNDS FROM YOUR VICTORIA ROASTER ACCOUNT BALANCE, THE SOLE REMEDY AGAINST VICTORIA ROASTER SHALL BE LIMITED TO THE AMOUNT OF THE MONEY TO BE TRANSMITTED PLUS FEES AND CHARGES. IN NO EVENT SHALL VICTORIA ROASTER BE LIABLE FOR DAMAGES FOR DELAY, NON DELIVERY, NONPAYMENT OR UNDERPAYMENT OF A PAYMENT TRANSACTION, WHETHER CAUSED BY AN ACT OR OMISSION OF VICTORIA ROASTER OR OTHERWISE, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW OR REGULATION.

VICTORIA ROASTER SHALL HAVE NO LIABILITY FOR SUSPENDING OR TERMINATING YOUR ACCOUNT, RESTRICTING ACCESS TO YOUR ACCOUNT OR BALANCES IN YOUR ACCOUNT, OR SUSPENDING OR TERMINATING YOUR ACCESS TO THE SERVICE.

VICTORIA ROASTER SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT PURCHASES OR SALES, THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS, BANK DIRECT DEPOSIT TRANSFERS, OR THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

FORCE MAJEURE

No one shall be liable for any delay or failure in the performance of the contract due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.

SEVERABILITY

The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as

amended, It is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."

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 constitute 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.

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

GOVERNING LAW AND JURISDICTION

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of the United States of America and shall have exclusive jurisdiction over any dispute arising under this Agreement.

NOTICES

Legal notices must be served on the email address provided in the 'Contact Us' clause. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

LEGAL DISPUTES

If a dispute arises between you and Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to Company's email id in accordance with the above-mentioned

Clause. We agree to consider resolving the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation in accordance with the Laws of the United States of America.

The Place for alternative dispute resolution is in the State of Georgia, United States of America.

ACTION

In case of any violation by You of this Term and Conditions, Victoria Roaster has the right to immediately terminate the access or usage rights of the User to the Platform without any notice and any such violative information that is displayed or submitted on the Platform may be removed immediately and completely and/or report to investigating authorities under applicable Law.

If Victoria Roaster terminates Your access to the Platform, Victoria Roaster may, in its sole and absolute discretion, remove and destroy any data and files stored by You on its servers and You agree and acknowledge that Victoria Roaster or the Platform shall not in any manner be responsible and/or liable for removing or deleting such information.

REMOVAL OF DOUBTS

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the CEO of the Company may take a decision as he/she may deem fit. The decision of the CEO shall be final.

WAIVER

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

AMENDMENTS

Notwithstanding anything contained hereinbefore, The Company may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time.

Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

CONTACT US

Any questions or concerns pertaining to the Terms? Please contact us at the email id mentioned below.

Email: _____