

G O D H E A D

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

WHAT'S IN THESE TERMS?

These terms tell you the rules for using our Website <http://godheadcoffee.com> (our "Website").

COMPANY INFORMATION AND CONTACT DETAILS

<http://godheadcoffee.com> is a Website operated by The Godhead Experience Ltd ("We"). We are registered in England and Wales under company number 13188250 and have our registered office at Stephen Moorlodge, Tosside, Skipton, England, BD23 4SY.

You can contact us by:

- emailing info@godheadcoffee.com;
- via the "Chat" function on our Website

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy.

ACCESS TO THE WEBSITE

By using our Website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Website.

We recommend that you print a copy of these terms for future reference.

Access to our Website is made available free of charge, however we do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We reserve the right to restrict or remove your access to our Website if in our reasonable opinion you are in breach of these terms or your use of the Website is inappropriate, excessive or illegal.

Where you have purchased products or a subscription from us (whether via the Website or otherwise), we also reserve the right to restrict or remove your access to the Website if you are in breach of your contractual obligations to us in respect of those products or subscription.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures (for example, when creating an account to order products under our eCommerce Terms and Conditions ("eCommerce Terms")), you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@godheadcoffee.com

INTELLECTUAL PROPERTY RIGHTS

All trade marks, service marks, logos and trade names which appear on our products, product packaging and/or on our Website, whether registered or not (the "Intellectual Property") remain the exclusive property of us or where applicable our licensors. This Intellectual Property is protected by laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You may not use any of the content on our Website or our Intellectual Property in any way for commercial purposes without obtaining a licence to do so from us or our licensors.

DATA MINING

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Website or any services provided via, or in relation to, our Website. This includes using (or permitting, authorising or attempting the use of) any:

- "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Website or any data, content, information or services accessed via the same.
- automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

RELIANCE ON INFORMATION

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interrupted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

RULES ABOUT LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website on any website, you must own the website where the link to our Website is established.

Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Website other than that set out above, you must obtain express consent from us. To discuss further, please contact us in accordance with these terms.

RESPONSIBILITY FOR VIRUSES

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our Website:

- Our Privacy Policy, which explains how we process any personal data we collect from you, or that you provide to us.
- Our eCommerce Terms, which also apply should you wish to purchase products from our Website.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time to reflect changes to our products, our users' needs and our business priorities.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If you have entered into a subscription with us or have purchased our products from us:

If you have purchased our products or a subscription from us, then our liability will be as set out in our eCommerce Terms.

If you have not purchased our products or a subscription from us, then our responsibility to you will be governed as follows:

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our relevant eCommerce Terms.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Website; or
 - use of or reliance on any content displayed on our Website.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.