

# **Doi Chaang Coffee Company**

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## **Legal Stuff**

### **ELECTRONIC COMMUNICATIONS**

When you visit Doi Chaang Coffee Company or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we

provide to you electronically satisfy any legal requirement that such communications be in writing.

## **COPYRIGHT**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Doi Chaang Coffee Company or its content suppliers and protected by Canadian and international copyright laws.

The compilation of all content on this site is the exclusive property of Doi Chaang Coffee Company, with copyright authorship for this collection by Copper Fish Media Group Inc and Dynamic ASP, and protected by Canadian and international copyright laws.

## **TRADEMARKS**

Doi Chaang Coffee Company's trademarks and trade dress may not be used in connection with any product or service that is not Doi Chaang Coffee Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Doi Chaang Coffee Company. All other trademarks not owned by Doi Chaang Coffee Company or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Doi Chaang Coffee Company or its subsidiaries.

## **LICENSE AND SITE ACCESS**

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Company logo or other proprietary graphic or trademark as part of the link without express written permission.

### **RISK OF LOSS**

All items purchased from Doi Chaang Coffee Company are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

### **PRODUCT DESCRIPTIONS**

Doi Chaang Coffee Company and its associates attempt to be as accurate as possible. However, Doi Chaang Coffee Company does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Doi Chaang Coffee Company itself is not as described, your sole remedy is to return it in unused condition.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THIS SITE IS PROVIDED BY DOI CHAANG COFFEE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. DOI CHAANG COFFEE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **APPLICABLE LAW**

By visiting Doi Chaang Coffee Company, you agree that the laws of the province of Alberta, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Doi Chaang Coffee Company or its associates.

## **DISPUTES**

Any dispute relating in any way to your visit to Doi Chaang Coffee Company or to products you purchase through Doi Chaang Coffee Company shall be submitted to confidential arbitration in Calgary Alberta, except that, to the extent you have in any manner violated or threatened to violate Doi Chaang Coffee Company's intellectual property rights, Doi Chaang Coffee Company may seek injunctive or other appropriate relief in any provincial or federal court in the province of Alberta, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our Shipping and Returns policy, posted on this site. These policies also govern your visit to Doi Chaang Coffee Company. We reserve the right to make changes to our site, policies, and this **Conditions of Use** at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## **QUESTIONS:**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our Customer Service Department. Contact Us

## **Order Information**

Doi Chaang Coffee Company and its associates provide their services to you subject to the following conditions. If you visit or shop online here, you accept these conditions. Please read them carefully.

## **SHIPPING**

All orders will be shipped by FedEx Corporation unless otherwise specified.

## **RETURNS**

For health and safety reasons, we cannot accept any returns on coffees and teas, even if the product has not been opened or used.

## **PRICES**

All prices are in Canadian currency.

## **TAXES**

There are no additional taxes on coffee and tea; on all other items the applicable taxes will be added to the total purchase price.

## **Security Policy**

### **Data Transmission:**

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. Doi Chaang Coffee Company uses Secure Sockets Layer (SSL), the industry standard for secure commerce transactions to transmit all sensitive information over the Internet. This means information is scrambled during the transition process, so that the information cannot be read as it travels over the Internet.

## **Privacy Policy**

Doi Chaang Coffee Company knows that you care how information about you is used and shared, and we appreciate your trust and want you to feel confident in our services and security as it relates to your personal information. This notice describes our privacy policy. By visiting Doi Chaang Coffee Company, you are accepting the practices described in this Privacy Notice.

### **What Personal Information About Customers Does Doi Chaang Coffee Company Gather?**

The information we learn from customers helps us personalize and continually improve your shopping experience at Doi Chaang Coffee Company. Here are the types of information we gather.

**Information You Give Us:** We receive and store any information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, fulfilling orders, customizing future shopping for you, improving our store features, and communication with you.

**Automatic Information:**

We receive and store certain types of information whenever you interact with our website. For example, like many web sites, we sometimes use "cookies," and we obtain certain types of information when your Web browser accesses our website.

**E-mail Communications:**

To help us make e-mails more productive to improve service and your shopping experience, we sometimes send you newsletters of our services and products, notifications of changes to our policies, and order confirmations. If you do not want to receive e-mail from us, other than order notifications and receipts, please use the checkbox on the shopping cart to opt-out of our mailing list.

**What About Cookies?**

Cookies are a unique identifier collected by the site to verify a return visitor's identity, or to understand how visitors navigate the site. The use of cookies is standard on the Internet and many major web sites use them. Most web browsers automatically accept cookies; however, you can usually change your browser to prevent or notify you whenever you are sent a cookie. This gives you the chance to decide whether or not to accept the cookie.

A "cookie" does not tell us who you are, your email address, or any other personal information. We use the information it provides to help us improve the site and our service, and to provide features such as storage of items in your Shopping Cart between visits. Our goal is to provide visitors with a better experience, while on the site.

**Does Doi Chaang Coffee Company Share the Information It Receives?**

We respect your privacy and appreciate your business. At no time do we ever provide your account contact or payment information to any third party vendor, associate or service provider unless absolutely necessary in order to complete your transaction and order.

**How Secure Is Information About Me?**

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you provide to us for purchasing of our products or services. We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer by completing the order and closing the browser window.

**Conditions of Use, Notices, and Revisions**

If you choose to visit Doi Chaang Coffee Company, your visit and any dispute over privacy is subject to this Notice and our Conditions of Use, including limitations on damages, arbitration of disputes, and application of the law of the province of our local province. If you have any concern about privacy of your personal information as used and collected within our website, please Contact Us and we will try to resolve it.

Our business changes constantly, and our Privacy Notice and the Conditions of Use will change also. We may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

**Information You Give Us**

You provide most such information when you search, buy, order, post reviews, or other methods of communication via our website or email to Doi Chaang Coffee Company. As a result of those actions, you might supply us with such information as your name, address, and phone numbers, and credit card information.

**Automatic Information**

For security purposes Doi Chaang Coffee Company sometimes collects and analyzes the Internet protocol (IP) address used to connect your computer to the Internet, and to our website. This is done for your protection for tracking purposes in the unfortunate event that someone gains access to your personal or financial information and makes purchases under your name.