

# Terms of service

## Overview

This website is operated by Matcha and Beyond Ltd whose registered office is 1 A City gate 185 Dyke Road, Hove BN3 1TL. Our company registration number is 10936625. Our VAT number is 283 963656. Throughout the site, the terms “we”, “us” and “our” refer to Matcha and Beyond Ltd. Matcha and Beyond Ltd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

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

Please read these Terms of Service carefully before accessing or using our website.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

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

## General Conditions and Site Access

Matcha and Beyond Ltd grants you a limited license to access and make personal use of this site. This license does not include any resale or commercial use of this site or its contents, any collection and use of any products, any collection and use of any product listings descriptions or prices any derivative use of this site or its contents, any downloading or copying of account information. For the benefit of another merchant or any use of data mining, robots or similar data gathering and extraction tools.

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 by us.

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 must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your use of the Service.

## **Trademark**

No permission is given by Matcha and Beyond Ltd in respect of the use of any such brand names, product names or titles or copyrights and such use may constitute an infringement of the owners' rights.

## **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.

## **Modifications to 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 product or 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.

## **Products**

Matcha and Beyond Ltd and attempts to be as accurate as possible however we do not warrant that product descriptions or other content is accurate complete, reliable, or error free.

From time to time there may be information on Matcha and Beyond Ltd that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing and availability. We reserve the right to correct any errors inaccuracies or omissions and to change or update information at any time without prior notice. (Including after you have submitted your order). We reserve the right to discontinue any product at any time.

## **Orders**

Whilst all efforts are made to ensure accuracy of description, specifications and pricing there may be occasions where errors arise. Should such a situation occur Matcha and Beyond Ltd cannot accept your order. In the event of a mistake you will be contacted with a full explanation and a corrected offer. The information displayed is considered as an invitation to treat not as a confirmed offer for sale. The contract is confirmed upon supply of goods.

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

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 may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

## **Price**

The prices payable for goods that you order are as set out in our website. Prices and availability of items are subject to change without notice the prices advertised on this site are for orders placed and include VAT. You will be required to pay extra for delivery unless otherwise stated and it might not be possible for us to deliver to some locations. Our delivery charges are set out in our website. If given a choice, please choose a delivery service product that gives appropriate levels of insurance for the goods you order, in order to recompense yourself in the event of loss after dispatch.

## **Payment Options**

Online purchases from Matcha and Beyond Ltd must be made using a credit card or paypal. We accept Visa, Mastercard and Amex.

## **Delivery**

We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

Delivery will be made as soon as possible after your order is accepted. You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## **Exchange**

If when you receive your product(s), you are not completely satisfied you may return the items to us, within seven days for exchange or refund. Returns will take approximately 5 working days for the process once the goods have arrived. Items must be un-opened in original packaging, in all original boxes, packaging materials.

If our labels are removed from the product – the warranty becomes void.

We strongly recommend that you fully insure your package that you are returning. We suggest the use of a carrier that can provide you with a proof of delivery. Matcha and Beyond Ltd will not be held responsible for items lost or damaged in transit.

All shipping back to Matcha and Beyond Ltd is paid for by the customer. We are unable to refund you postal fees.

Goods found to be tampered with by the customer will not be replaced but returned at the customers' expense.

If you are returning items for exchange please be aware that a second postal charge may apply.

## **Non-returnable**

For reasons of hygiene and public health, refunds/exchanges are not available for opened products (this does not apply to damaged goods – damaged products will be exchanged like for like).

Discounted or our end of line products can only be returned if damaged no refunds or replacements will be made.

## **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 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.

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 referred to herein as '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, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

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 libellous 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.

## **Personal information**

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

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.

## **Security**

We have taken the appropriate measures to ensure that your personal information is not unlawfully processed. Matcha and Beyond Ltd uses industry standard practices to safeguard the confidentiality of your personal identifiable information, including 'firewalls' and secure socket layers.

During the payment process, we ask for personal information that both, identifies you and enables us to communicate with you. We will use the information you provide only for the purposes of processing your order.

We use Google Analytics to improve the user experience on our website and will collect and use unidentifiable data from this service:

- To improve the content design and layout of the website
- To understand the interest and buying behaviour of our users

You will also have the option to opt in to receiving additional communication from Matcha and Beyond Ltd including:

- To send you newsletters and details of offers and promotions in which we believe you will be interested
- To perform other general marketing and promotional activity.

## **Right to Access and Right to Be Forgotten**

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 us at [info@matchaandbeyond.com](mailto:info@matchaandbeyond.com) or by mail at Matcha and Beyond Unit 8 Townmead Business center William Morris Way SW6 2SZ London

## **Indemnification**

You agree to indemnify, defend and hold harmless Matcha and Beyond Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any

third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **Limitation of Liability**

Without limiting the scope of any other terms and conditions herein, including Matcha and Beyond Ltd disclaimer of warranties, no claim of any kind, whether as to products delivered or for non-delivery of products, or otherwise, and whether based on contract, breach of warranty, negligence, strict liability, indemnity, contribution, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. In no event, shall Matcha and Beyond Ltd be liable for loss of business, loss of profits or good will, or any other indirect, incidental or consequential damages, whether buyer's claim is based on contract, breach of warranty, negligence, strict liability, indemnity, contribution, or otherwise, and notwithstanding any claim that such losses were reasonably foreseeable to Matcha and Beyond Ltd, or any failure of essential purpose of any remedy.

### **Force Majeure**

Without limiting the scope of any other terms and conditions herein, Matcha and Beyond Ltd. shall not be responsible or liable for any delay or failure to deliver any or all of the products for causes beyond its reasonable control, including, but not limited to, any cause or circumstance which makes impracticable the production, transportation or delivery of the products. Matcha and Beyond Ltd may cancel an order to the extent the quantity not delivered is due to any such cause or circumstance. In no event shall Matcha and Beyond Ltd be obligated to purchase products to replace any quantity not delivered due to any such cause or circumstance. In the event of any cause or circumstance excusing Matcha and Beyond Ltd, Matcha and Beyond Ltd shall have the right to allocate any remaining product supply among its customers, including those not under contract, in a fair and reasonable manner, and Buyer hereby releases Matcha and Beyond Ltd from responsibility or liability for any resulting incomplete fulfillment of Buyer's order.

### **Termination**

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service 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 of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **Governing law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of England and Wales.

## **Change to terms of service**

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

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **Contact information**

Questions about the Terms of Service should be sent to us at [info@matchaandbeyond.com](mailto:info@matchaandbeyond.com)