

Terms of use

Last update: 14/1/2020

1. Who we are.

Welcome to MIKEL's website www.mikelcoffee.com («Site»). Terms of Use are the terms and conditions of use of this website www.mikelcoffee.com. Here you can find information about our products and services and contact us. The MIKEL Group of Companies started out in Greece and now operates in a large number of countries. We are constantly expanding by introducing our products and services to more people and countries, to people who, regardless of where they live and their habits, know how to appreciate good coffee. Our goal is to continually learn and improve and combine different perspectives, habits and tastes for an exceptional result that connects diverse preferences and brings different people closer together. We are an international coffee community, the Mikel Coffee Community and we want to be everywhere.

By visiting the Site, you accept and agree to be bound by these Terms of Use. We ask you to read through these Terms of Reference carefully and if you do not agree to be bound by any term, you must discontinue browsing the Site immediately. It is important that you review these Terms of Use regularly, as we may modify them at any time, and each such modification will be effective upon posting on the Site. At the top of this page, you shall always see clearly the date these Terms of Use come into effect, which is the same as the date they were last updated. All registration information you submit to us to create an account must be accurate, complete and kept up to date. You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. It is therefore critical that you do not share your password with anyone. You agree not to use the account, username, email address or password of another person at any time. You agree to notify Company immediately if you suspect any unauthorized use of, or access to, your account or password.

2. Links to and from the Service

Our Site may provide links to other websites, applications, resources or other services created by third parties (“**Third Party Services**”). When you engage with a provider of a Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the provider of the Third Party Service may use and share your data in accordance with its privacy policy and your privacy settings on such Third Party Service.

In addition, the provider of the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third Party Service or the privacy practices thereof).

Inclusion of any Third Party Service or a link thereto on the Site does not imply approval or endorsement of the Third Party Service. Company is not responsible for the content or practices of any websites other than the Site, even if the website links to the Site and even if it is operated by a Company Affiliate or a company otherwise connected with the Site. By using the Site, you acknowledge and agree that

Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site. When you access Third Party Services, you do so at your own risk. Company encourages you not to provide any personally identifiable information to or through any Third Party Service unless you know and are comfortable with the party with whom you are interacting.

3. Intellectual Property

In our Site you shall find information, text, files, images, video, sounds, musical works, applications, works of authorship, software, applications, product names, company names, trade names, logos, designs and any other materials or content of the Company (the “**Content**”). The Content is protected by copyright, trademark, patent, trade secret and other laws and, as between you and Company, Company owns and retains all rights in the Content. Except as provided in these Terms of Use, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, link to, make available, or otherwise use any Content.

4. Site Usage Limitations

You may not use the Content for any commercial use. Company reserves the right, in its sole discretion, to remove the Content.

Company reserves the right, but disclaims any obligation or responsibility, to remove user content posted on the Site that violates these Terms of Use, as determined by Company in Company’s sole discretion. You acknowledge that the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company’s sole discretion, violates these Terms of Use, including but not limited to, terminating their user account and/or reporting such user content, conduct, or activity to law enforcement authorities.

Company respects the intellectual property of others and requires that our users do the same. You may not post, upload, email, transmit or otherwise make available any material which violates intellectual property rights, patent, trademark, trade secret or other proprietary rights of any person or entity.

If you are interested in creating hypertext links to the Site, you shall contact our Company at info@mikelccoffee.com before doing so. During the creation of such hypertext links, you may not in any way, whether directly or indirectly, represent that you are acting under the consent, subsidy or support of the Site or the Company, including its employees, agents, managers, officers or shareholders. Company takes no responsibility for third party advertisements which are posted on the Site, nor does it take any responsibility for the goods or services provided by its advertisers.

You are solely responsible for your interactions with other users of the Site and providers of Third Party Services or any other parties with whom you interact on, through or in connection with the Site. Company reserves the right, but has no obligation, to become involved in any way with any disputes between you and such parties.

5. User content

Please choose carefully the information you post on the Site. You understand that Company does not control the content posted by users on the Site and, as such, you understand you may be exposed to offensive, inaccurate or otherwise objectionable content. Company assumes no responsibility or liability for this type of content. If you become aware of any misuse of the Site, including or the Content please report it immediately to Company by visiting: info@mikelccoffee.com .

Company does not claim any ownership rights in the user content that you post, upload, email, transmit, or otherwise make available on our Site, provided, however, that such user content shall not include any Content or content owned or controlled by a Company Affiliate. Company's use of such user content shall not require any further notice or attribution to you and such use shall be without the requirement of any permission from or any payment to you or any other person or entity. Company reserves the right to limit the storage capacity of user content that you post through or in connection to the Site. You represent and warrant that: (i) you own the user content posted by you on, through or in connection with the Site, and (ii) the posting of user content by you does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any user content posted by you on or through the Site.

6. Message Boards and Forums

The Site offers users the ability to post messages on message boards and forums (collectively, “**Forums**”), which may be open to the public generally, to all users of the Site, or to a select group of users of a specific Forum. You acknowledge that messages posted on such Forums are public, and Company cannot guarantee the security of any information you disclose through any Forum; you make such disclosures at your own risk. Company is not responsible for the content or accuracy of any information posted on a Forum, and shall not be responsible for any decisions made based on such information. Company reserves the right, but disclaims any obligation or responsibility, to prevent you from posting your content to any Forum and to restrict or remove your content from a Forum for any reason at any time, in Company's sole discretion.

7. Contests and lotteries

You will comply with the specific rules of any contest or promotion in which you participate through the Site. The lotteries and contests offered through the Site are open only to individuals residing in the country or countries that are stated in the terms of the contest.

8. Privacy Policy

The use of the Site is also governed by the Privacy Policy which you may find here https://www.mikelcoffee.com/arxeia/pdf/privacy_en.pdf and the Cookies Policy which you may find here https://www.mikelcoffee.com/arxeia/pdf/cookies_en.pdf

8. Limitation of Liability

COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF THE COMPANY HAS BEEN INFORMED AS TO THE POSSIBILITY OF SUCH DAMAGES.

9. General

These Terms of Use are governed by and construed in accordance with Greek law without regard to the provisions of its conflict of law provisions. You and Company agree to submit to the exclusive jurisdiction of the courts of Athens, Greece, to resolve any dispute arising out of these Terms of Use.