Terms & Conditions of Sale

Last Updated: 2025/04/10

Death By Coffee (Pty) Ltd ("we," "us," or "our") operates the website <u>www.death-by-coffee.co.za</u>. By using this site, placing an order, or subscribing to our services, you agree to these legally binding terms.

1. General Terms

- **Legal Capacity**: You warrant that you are 18+ years old or have legal guardian consent to purchase.
- Accuracy of Information: You must provide correct personal details (name, address, contact) for service fulfilment.
- Account Security: If you create an account, you are responsible for keeping login details confidential.

2. Orders & Payment

- **Pricing**: All prices are in **ZAR** (**South African Rand**) and inclusive of VAT unless stated otherwise. We reserve the right to correct pricing errors.
- **Payment Methods**: Accepted methods include credit/debit cards, EFT, or other approved gateways.
- **Order Confirmation**: An order is only binding once payment is verified and we email a confirmation.

3. Subscription & Membership Clauses

3.1 Coffee Subscriptions

- Recurring Billing: Subscriptions are billed automatically (monthly/quarterly)
 until cancelled.
- **Flexibility**: You may pause, modify, or cancel your subscription anytime via your account dashboard or by emailing admin@death-by-coffee.co.za.
- Cancellation Policy: To avoid the next billing cycle, cancel at least 48
 hours before the next charge date. No refunds for partial periods.

3.2 Membership Programs

 Loyalty Rewards: Points or discounts accrued are non-transferable and expire after 12 months of inactivity. • **Changes to Benefits**: We reserve the right to modify rewards, tiers, or program terms with **30 days' notice** (emailed to members).

3.3 General Subscription Terms

- Price Changes: Subscription fees may increase with prior notice (email notification).
- **Delivery**: Subscriptions follow our separate shipping schedule (e.g., "First Monday of each month").
- Failure to Pay: Missed payments may result in suspension until resolved.

4. Consumer Rights (CPA Compliance)

• **Cooling-Off Period**: South African consumers have the right to cancel subscriptions within **7 days** of sign-up (exclusions apply for perishable goods).

5. Limitation of Liability

- We are not liable for:
 - o Indirect damages (e.g., lost profits) from product use.
 - o Misuse of products or reliance on website information.

6. Intellectual Property

• All content (logos, text, images) on this site is owned by **Death By Coffee (Pty) Ltd** and protected by copyright. Unauthorized use is prohibited.

7. Dispute Resolution

- Complaints: Contact us first at <u>admin@death-by-coffee.co.za</u> to resolve issues amicably.
- **Governing Law**: These terms are governed by South African law. Disputes may be referred to the **CCMA** or small claims court.

8. Changes to Terms

We reserve the right to update these terms. Continued use of the site constitutes acceptance of changes.

Contact Us:

For questions about subscriptions or these terms, email:

admin@death-by-coffee.co.za