

## **Terms of use**

[www.maccoffee.com/kz-en](http://www.maccoffee.com/kz-en)

*Last updated: 07.05.2020*

### **1. You Agree to These Terms by Using this Site**

Your access to, and use of [www.maccoffee.com/kz-en](http://www.maccoffee.com/kz-en), including the content, Services and Software provided there (collectively, the “Site”) on the territory of Kazakhstan are subject to the following Terms of Use and all applicable laws and regulations of Kazakhstan. By accessing and using the Site, you accept, without limitation or qualification, these Terms of Use, and acknowledge that any other agreements between you and Future Enterprises PTE LTD are superseded with respect to this subject matter. If you do not agree and accept, without limitation or qualification, these Terms of Use, please exit the Site.

### **2. Ownership of Content**

The Site and all of its contents including, but not limited to, all text and images (“Content”) are owned (and protected by copyright) by Future Enterprises PTE LTD (hereinafter “Company” or Affiliated Entities or others with all rights reserved unless otherwise noted. Any Content that is a trade mark, logo, or service mark is also a registered or unregistered trade mark of the Company or others. Your use of any Content, except as provided in these Terms of Use, without the written permission of the Content owner is strictly prohibited. You are also advised that Future Enterprises PTE LTD will enforce its intellectual property rights to the fullest extent of the law,

### **3. Your Use of the Site**

Future Enterprises PTE LTD grants you permission to use the Site as follows:

- actual product range and events that brand is associated with (“News” section if applicable) are posted on the website;
- you may not distribute, modify, copy (except as set forth above), transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use Content without Future Enterprises PTE LTD written permission;
- you must comply with all applicable Kazakhstan laws, rules and regulations while using the Site;
- you are prohibited from using the Site to post or transmit any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate Kazakhstan law. Future Enterprises PTE LTD will fully cooperate with any law enforcement authorities or any court order requesting or directing Future Enterprises PTE LTD to disclose the information about anyone posting or transmitting any such information or materials;
- you are prohibited from using the Site to impersonate any person or entity, including any Site moderator or any representative of Future Enterprises PTE LTD or its Affiliated Entities, or falsely stating or otherwise misrepresenting your affiliation with any person or entity in connection with the Site, or stating or implying that we endorse any statement you make;

- you are prohibited from using the Site to advertise or perform any commercial solicitation;
- you are prohibited from using the Site to post or transmit any virus, worm, Trojan Horse, easter egg, time bomb, spyware or other computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- you are prohibited from using the Site to violate the legal rights of others or harvest or collect personally identifiable information about users of the Site;
- you are prohibited from restricting or inhibiting any other person from use of the Site, and from interfering with or disrupting the operation of the Site or the servers or networks used to make the Site available or violating any requirements, procedures, policies, or regulations of such networks;
- you are prohibited from modifying, adapting, translation, reverse engineering, decompiling, disassembling, damaging, disabling, overburdening, or impairing any portion of the Site;

#### **4. Privacy**

Company does not collect and analyze any personal data, excluding the data provided by the user on his own initiative in the “Contact us” section (for example, your name (user decided on its own how to call him), e-mail address). Any other communication or material you transmit to the Site, such as questions, comments, suggestions or the like, will be treated as non-confidential and nonproprietary. Email and other transmissions will not be encrypted or otherwise secured. You represent and warrant that any information you provide in connection with your use of the Site is true, accurate and complete. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site.

#### **5. Exclusion of Liability**

YOUR USE OF THE SITE AND MATERIALS AVAILABLE THROUGH THE SITE IS AT YOUR OWN RISK. NEITHER Future Enterprises PTE LTD, NOR ANY OF ITS AFFILIATED ENTITIES, NOR ANY OF ITS AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SHAREHOLDERS, LICENSORS AND REPRESENTATIVES, ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, THE SERVICES, SOFTWARE, CONTENT OR USER CONTENT WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES, SOFTWARE, CONTENT OR USER CONTENT, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER Future Enterprises PTE LTD NOR ANY AFFILIATED ENTITY WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR SOFTWARE, OR RESULTING FROM ANY CONTENT OR USER CONTENT POSTED

ON THE SITE BY Future Enterprises PTE LTD OR ANY THIRD PARTY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE..

## **6. Links to Third Party Sites**

The Site may contain links to third party content, or to sites owned or operated by parties other than Future Enterprises PTE LTD. Such links are provided for your convenience only. Future Enterprises PTE LTD does not control, and is not responsible for, the content or privacy policies on, or the security of, such sites. Without limiting the foregoing, Future Enterprises PTE LTD specifically disclaims any responsibility if such sites:

- infringe any third party's intellectual property rights;
- are inaccurate, incomplete or misleading;
- are not merchantable or fit for a particular purpose;
- do not provide adequate security;
- contain viruses or other items of a destructive nature; or
- are libelous or defamatory.

Future Enterprises PTE LTD does not endorse the content, or any products or services available, on such sites. If you establish a link to such sites or the Site, you do so at your own risk and without the permission of Future Enterprises PTE LTD.

## **7. Termination**

You agree that Future Enterprises PTE LTD, in its sole discretion, may terminate your access to or use of the Site and the Services, at any time and for any reason, including without limitation if Future Enterprises PTE LTD believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Site and the Services will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice. You agree that neither Future Enterprises PTE LTD nor any Affiliated Entity will be liable to you or any third party for any termination of your access to the Site or to any such information or files, or will be required to make such information or files available to you after any such termination.

## **8. Revisions to the Terms**

Future Enterprises PTE LTD may at any time, and without notice, revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use. You can determine when these Terms of Use were last revised by referring to the "LAST UPDATED" legend at the top of this document.

All content and services made available through the Site that were not made available as of the "LAST UPDATED" date above shall automatically be deemed to be part of the Services when first made available through the Site. Any software or tools made available through the Site that were not made available as of the "LAST UPDATED" date above shall automatically be deemed to be Software for purposes of this Agreement when first made available through the Site.

When using any Services or Software on the Site, you agree that you are subject to any additional posted guidelines, rules, terms and conditions applicable to such Services or Software, which rules, terms and conditions are hereby incorporated by reference into these Terms of Use.

## **9. Revisions to the Site**

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Site, the Services or the Software, with or without notice; limit the Site's availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the Site; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that neither we nor any Affiliated Entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site, in whole or in part, or of any Service, Software, content, Submission, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

## **10. Law and Jurisdiction**

These Terms of Use and your use of the Site are governed by the laws of Kazakhstan. By using this Site you agree to submit to the exclusive jurisdiction of Kazakhstan courts in the event of any dispute.

## **11. Information or Complaints**

If you any website user has a question or is willing to contact us, he may leave his message in the "Contact us" section of the website. All the occurring complaints may be addressed to the Company on the following postal address: Kazakhstan, Almaty, TOO «WellDis», 050051, Zhannibekova str. 54, тел. 8 (727) 293 32 93,  
E-mail: office@foodempire.kz

## **20. Void Where Prohibited**

We reserve the right to limit the availability of this Site and/or the provision of any service to any person, geographic area or jurisdiction we so desire, at any time and in our sole discretion.