

Terms and Conditions

Last Updated: March 2023

Welcome to LENO Coffee KFT (“**Leno**”, “**we**”, “**us**” or “**our**”).

These Terms of Use (“**Terms**”) govern your access to and use of Leno’s website including all information, goods and services available on our website at **lenocoffee.com** (collectively the “**Site**”). These Terms apply to all users of the Site, including without limitation, users who are browsers, vendors, resellers, prospective and current customers, merchants, and/ or contributors of content (collectively, the “**Users**”).

PLEASE READ CAREFULLY THE TERMS BECAUSE THEY, ALONG WITH OUR PRIVACY POLICY, CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR ENTITY ACCESSING OR USING THE SITE BY ACCESSING THE SITE OR BY USING IT IN ANY OTHER MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS AND YOU AGREE TO BE BOUND BY THEM AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE SITE AND YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN YOU AND LENO. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT CONNECT, ACCESS OR USE THE SITE IN ANY MANNER.

We reserve the right, at our sole discretion, to change or modify all or part of these Terms at any time. We will notify you regarding substantial changes to these Terms by posting the changes on this page and indicating at the top of this page the date these Terms were last revised. Any such changes will become effective no earlier than seven (7) days after they are posted, except those changes made for legal reasons will be effective immediately. Your continued use of the Site after the date any such changes become effective constitutes acceptance of, and agreement to be bound by, those changes.

Users must be of legal age in their country or region to create an account and make purchases or otherwise use our Site. Users under such age may only access or use our Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you do not meet these requirements, you must not access or use the Site.

Products and Services; Terms of Sale

Our products and services (the “Products”) are available exclusively online through the website. Our online store is hosted by Wix.com Ltd. It provides us with an online e-commerce platform that allows us to sell our Products to Users. We will not be liable to you or any third party either for any disruption, inaccuracy, downtime, or anything else related to such platform nor to our Products’ display within such platform.

Users may register for an account, as well as place an order as a one-time purchaser.

Placing an order. First, select the requested items and add them to the shopping cart. Before checking out, we advise you to review your cart and make sure that you have selected the correct items and quantities. To complete your order, you will need to provide your shipping information, such as your name, address, and phone number. Next, you will need to choose your preferred payment method, such as credit card or PayPal. Once you have entered all the necessary information, you will be prompted to confirm your order. Upon submitting your order, you should receive an order confirmation email from us (the “**Confirmation Notice**”), otherwise please contact us via contact@lenocoffee.com

Open an account. If you register for an account, you agree to (i) provide accurate, truthful, current and complete information when creating your account; (ii) maintain and promptly update your account information; (iii) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (iv) promptly notify us if you discover or otherwise suspect any security breaches relating to the Site; and (v) take responsibility for all activities that occur under your account and accept all risks of unauthorized access. We reserve the right to suspend or cancel your account at any time and for any reason without notice.

Upon creating an account, you will be able to view a history of all orders you have placed through the Site, create a wishlist and track orders and inquiries.

Payment. If you choose to pay by credit card, by providing it you represent and warrant that you are authorized to use that credit card and that you authorize us (or our third-party payment processor) to charge your credit card. If the credit card cannot be verified or is otherwise not acceptable, your order may be suspended or cancelled depending on the circumstances of the refusal.

Shipping. We deliver across Israel. We currently do not offer international shipping.

Shipping rates are calculated based on the order type and weight and specific destination. You can view the shipping cost for your order at checkout.

Orders are typically processed within 2-3 business days. During peak periods or holidays, processing times may be longer.

Once your order has been placed, you will receive a shipping confirmation email with your order and tracking information. Please note that it may take up to 24 hours for your tracking information to update in the HFD system.

Delivery times vary depending on your shipping method and location. Standard shipping typically takes up to 3 business days, while shipping to remote areas may take up to 5 business days. Please note that delivery times are estimated and not guaranteed.

If you experience any issues with your delivery, please contact our customer service team at **contact@lenocoffee.com**

Cancellation. If you wish to cancel your order, please do so as soon as possible to avoid any inconvenience by contacting us via **contact@lenocoffee.com**. For orders canceled within 24 hours since Confirmation Notice was sent, we will provide a full refund. In other circumstances, we may provide a partial refund or offer store credit at our discretion.

Please note that once your order has been processed and shipped, we cannot offer any refunds or cancellations.

Pricing and Availability. Prices are presented in NIS (New Israeli Shekel) and applicable taxes and other additional charges, if applicable.

Products are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order, to discontinue offering Products or part thereof and to substitute existing Products without prior notice.

We reserve the right at any time and, at our sole discretion, to modify all prices and Products' availability without notice. If a Confirmation Notice has been sent, we will provide advance notice regarding changes associated with your order, provided that it is involved with charging taxes lawfully. The shipment of your order to you after we provide

notice of changes associated with your order will confirm your acceptance of such changes unless you cancel your order in accordance with our cancellation policy above.

Return Policy. We strive to provide high-quality products and excellent customer service.

However, in the event of damaged or defective Products or if you are unsatisfied with your order, we offer a 14-day returns policy from the date of receiving the order.

We will issue a refund in the form of Refund to original payment method i.e. card, PayPal account etc. Or exchange for Products that are damaged or defective. We may require you to provide photographic evidence of the damage or defect, so be sure to take pictures before returning the product. We do not offer refunds for products that have been opened or used, except in cases of damage or defects.

Please note we do not refund the original shipping charge when you placed the order. This is the customer's responsibility.

Please allow up to 14 working days from our receipt of your return for us to process your refund; this may be longer at busier times.

Intellectual Property

1. We own all intellectual property in and to the Site and its content, including without limitation copyrights, trademarks, industrial designs, algorithms, methods, patents, trade secrets and other intellectual property rights – are either the exclusive property of Leno coffee or are exclusively licensed to Leno coffee.
2. “Leno”, the logo, and other trade and/or service marks are the property of Leno coffee and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of Leno.
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4. Leno may protect the Site by technological means intended to prevent unauthorized use of the Site. You undertake not to circumvent these means. Without derogating

from Leno's rights under these Terms or under any applicable law, you are advised that any attempted or actual infringement of this provision will result in the termination of all your rights under these Terms. If you circumvent any of the means taken by Leno to protect the Site from unauthorized use, you must immediately cease any and all use of the Site, and you undertake to do so.

The Site enables you to provide feedback, text, photos, audio, video, information, suggestions, creative ideas and other materials (collectively the "**Content**"). By providing Content, in whatever form and through whatever means, you grant Leno a non-exclusive, worldwide, fully paid up and royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation and waives any moral rights that you (or anyone on your behalf) may have in such Content. Leno retain the sole discretion in determining if to publish or use the Content within the Site and in any other matter pertaining to the publication or usage of such Content. You hereby represent and warrant that you shall not provide any Content which is subject to any third-party rights or any limitations. If Content includes personal information, please read how we use that personal information at our Privacy Policy at https://www.lenocoffee.com/_files/ugd/c78550_b5ad6ed4afea42c5b86a77f90b20119d.pdf

Use Restrictions

1. Except as expressly provided herein, you must follow the rules herein and must not permit anyone to break these rules.
 - 1.1. Do not translate, modify, distribute, republish, download, display, copy, or otherwise reproduce the Site in whole or in part and/or transmit the Site in any form or by any means;
 - 1.2. Do not reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code, or underlying structure, ideas or algorithms of any part of the Site or any documentation or data related to or provided with the Site;
 - 1.3. Do not defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' right to privacy, others' copyrights, and other intellectual property rights;
 - 1.4. Do not assign, license, sublicense, pledge, lease, rent, transfer, publish, distribute, host, sell, market, or otherwise commercially exploit and/or share our rights under these Terms;

- 1.5. Do not create a database by systematically downloading and storing all or any of the content from the Site; You may use the content made available through the Site solely for the purpose and as necessary to enable your use of the Site.
- 1.6. Do not forward any data generated from the Site without the prior written consent of Leno;
- 1.7. Do not create derivative works based upon any or all of the Site or any of its components and/or outputs;
- 1.8. Do not interfere in any manner or disrupt the functionality of the Site;
- 1.9. Do not make the Site or materials resulting from the Site available in any manner to any third party for use in the third party's business operations;
- 1.10. Do not access or use the Site in order to build or support, and/or assist a third party in building or supporting, products or services similar and/or competitive to the Site;
- 1.11. Do not transmit or otherwise make available in connection with the Site any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- 1.12. Do not use the Site in any manner that could damage, disable, overburden, impair or otherwise interfere with the Site.
- 1.13. Do not perform any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, foreign law or industry standard, including, without limitation, any applicable laws and regulations.
- 1.14. Do not use the Site and/or its outputs unlawfully or in any manner not expressly authorized by these Terms.
- 1.15. We reserve the right to terminate your use of the Site for violating any of the restrictions mentioned above or other prohibited uses.

Term; Termination

1. The said agreement between you and Leno reflected by these Terms is effective when you access the Site (for example to read about us and our

products) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

2. You may terminate this agreement at any time by contacting us at contact@lenocoffee.com or deleting your account if one is opened. Leno may terminate this agreement and your account for any reason by giving you 30 days' notice via the contact information provided to us by you. We may terminate this agreement immediately and without notice and block access to the Site if you breach these Terms or if we reasonably believe termination is necessary to protect us, the Site and third parties. We may also act at our sole discretion to (i) suspend your account or limit your access to the Site and/or your account and (ii) cancel pending or confirmed reservations. You will be given notice of any intended measure by us. You may appeal actions taken by us under this Section by contacting us at contact@lenocoffee.com

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Additionally, and without derogating from the above clause, Leno disclaims any warranties relating to the accuracy, quality, availability, continuity, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the Site or any content presented or displayed in or by the Site.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Site, and you further agree and acknowledge that your use of or

reliance on the Site is made entirely at your own decision. You further acknowledge that it is your responsibility to comply with all applicable laws while using the Site.

LENO AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA AND LOST OF TIME), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SITE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SITE, OR FROM ANY FAULT, OR ERROR MADE BY ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SITE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SITE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

Indemnification

Without derogating from any applicable law, you agree to defend, indemnify and hold harmless Leno and its affiliates, any of their officers, directors, shareholders, employees, sub-contractors and agents from and against all claims, damages, expenses, losses and liabilities that arise, directly or indirectly as a result of your violation and/or of any other third party on your behalf of these Terms. This indemnity is intended to cover all expenses, payments, losses, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by Leno, its affiliates, any of their officers, directors, shareholders, employees, sub-contractors and agents as a result of your violation of these Terms, including but not limited to legal expenses and attorney fees.

Governing Law and Jurisdiction

These Terms and the Site will be governed solely by the laws of the State of Israel, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms and the Site, will be under the exclusive jurisdiction of the competent court in the Tel Aviv district in Israel.

General

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms are the entire terms and conditions between you and Leno relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and Leno. Notices to you may be made via the contact information provided to us by you. We may also provide notices of amendments to the Site or these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without our prior express written consent.

Contact Us

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