

CENSE COFFEE — TERMS OF SERVICE

Last updated: 11-2025

Welcome to Cense Coffee, operated by **Mercavi, LLC** (“Cense Coffee,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our website, online store, mobile or web-based tasting application, and any related tools or services (collectively, the “Services”).

By accessing or using our Services, creating an account, or making a purchase, you agree to be bound by these Terms. If you do not accept these Terms, you may not use the Services.

We may update these Terms periodically. When we do, we will revise the “Last updated” date above. Your continued use of the Services after changes are posted constitutes acceptance of those changes.

1. ELIGIBILITY AND ACCOUNT CREATION

To use certain parts of the Services, including our tasting kit platform and profile features, you may be required to create an account.

By creating an account, you confirm that:

- You are at least the age of majority in your state of residence;
- The information you provide is accurate and complete;
- You will maintain and update your information as needed;
- You will keep your login credentials secure and accept responsibility for all activity under your account.

We reserve the right to suspend or terminate your account if we suspect fraudulent or unauthorized activity or if you violate these Terms.

2. ACCESS CODE REQUIREMENT

Some parts of the Services, such as tasting kit onboarding or premium areas of the app, may require a valid **access code**. Access codes may be issued with product purchases, promotions, or specific programs.

You agree not to share, sell, or misuse access codes.
Invalid or unauthorized code usage may result in account restriction.

3. USE OF THE SERVICES

You may use our Services only for lawful and permitted purposes. You agree not to:

- Interfere with or disrupt the operation of the Services
- Attempt to gain unauthorized access to systems, data, or accounts
- Use the Services for commercial resale or distribution
- Upload harmful, malicious, or disruptive software
- Collect information about other users without permission
- Copy, reverse-engineer, or misuse proprietary features of the app
- Violate any applicable laws or regulations

We may terminate or restrict your access if we believe misuse has occurred.

4. PURCHASES, ORDER PROCESSING, AND FULFILLMENT

Our e-commerce store may offer coffee products, tasting kits, accessories, and related merchandise.

When placing an order, you agree to provide accurate billing and shipping information. We reserve the right to refuse or cancel orders at our discretion, including for:

- Errors in pricing or product information
- Suspected fraud or unauthorized purchasing
- Orders exceeding permitted quantities
- Product availability issues

Some items may be fulfilled directly by us, while others may be fulfilled by selected roasting partners. Regardless of fulfillment method, all payments are processed through our store platform, and all purchases are subject to our Refund Policy.

Refund Policy: A link to our Refund Policy is provided separately on our website.

5. PRODUCT DESCRIPTIONS AND AVAILABILITY

We work to ensure product information is accurate, but we do not guarantee that descriptions, images, or availability details are error-free. Colors and product imagery may appear differently depending on device displays.

We may modify or discontinue products at any time without notice.

6. USER-GENERATED CONTENT

Users may submit tasting notes, reviews, feedback, profile information, or other content (“User Content”) through the Services.

By submitting User Content, you grant Cense Coffee a non-exclusive, worldwide, royalty-free, transferable license to use, display, reproduce, modify, and distribute such content for purposes of operating, improving, and promoting the Services.

You agree that your content:

- Is your own original work or properly authorized
- Does not infringe on any third-party rights
- Is not unlawful, defamatory, harmful, offensive, or misleading
- Does not contain viruses or harmful code

We may monitor, edit, or remove content that violates these Terms or poses risk to users or our platform.

7. PRIVACY AND PERSONAL INFORMATION

Your submission of personal information is governed by our **Privacy Policy**, which describes how we collect, use, and safeguard data.

You can review our Privacy Policy using the link provided on our website.

8. THIRD-PARTY SERVICES AND LINKS

The Services may contain links to third-party websites, tools, or integrations (example: payment processors, analytics providers, or roaster partners). These third parties operate independently from Cense Coffee.

We do not control and are not responsible for:

- Third-party content or accuracy
- Privacy practices
- Availability or performance
- Loss or damages arising from third-party interactions

You should review third-party terms and policies before engaging with them.

9. APP FUNCTIONALITY AND SERVICE CHANGES

We may update or change features in the tasting app or website at any time, including adding, removing, or modifying features.

We are not liable for:

- Service interruptions
- Feature changes
- Temporary outages
- Loss of data not caused by our negligence

We may also suspend access for maintenance or security purposes.

10. PROHIBITED CONDUCT

In addition to any restrictions above, you may not:

- Use the Services for fraudulent or deceptive purposes
- Attempt to impersonate any person or entity
- Upload automated data-scraping or spidering tools
- Use the Services to create a competing product
- Bypass security protections or authentication systems

Any violation may result in account termination.

11. DISCLAIMER OF WARRANTIES

The Services are provided **“as is”** and **“as available.”**

To the fullest extent permitted by law, Cense Coffee disclaims all warranties, express or implied, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy or reliability of results
- Continuous or error-free operation

You use the Services at your own risk.

12. LIMITATION OF LIABILITY

To the maximum extent permitted under Washington law, Cense Coffee and its owners, employees, contractors, partners, and affiliates are not liable for any:

- Indirect or consequential damages
- Loss of profits, revenue, or data
- Business interruption
- Errors, omissions, or inaccuracies
- Damages arising from use of products or Services
- Damages caused by third-party service providers

Our total liability to you will not exceed the amount paid by you for the relevant product or service.

13. INDEMNIFICATION

You agree to indemnify and hold harmless Mercavi, LLC DBA Cense Coffee and all related parties from claims, losses, damages, or expenses arising from:

- Your violation of these Terms
 - Your misuse of the Services
 - Your User Content
 - Your interaction with third parties through the Services
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14. TERMINATION

We may suspend or terminate your access at any time for conduct that violates:

- These Terms
- Our policies
- Applicable law
- Platform integrity or security

Termination does not limit our right to pursue additional remedies.

You may stop using the Services at any time by closing your account.

15. GOVERNING LAW

These Terms are governed by and interpreted under the laws of the **State of Washington**, without regard to conflict-of-law principles.

Any legal disputes must be brought in state or federal courts located in Washington State, and you consent to the jurisdiction of those courts.

16. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and Refund Policy, constitute the entire agreement between you and Cense Coffee. They supersede any prior agreements or understandings.

If any provision is found invalid, the remaining terms remain enforceable.

17. CONTACT INFORMATION

Questions or concerns about these Terms may be sent to:

contact@censecoffee.com