

TERMS AND CONDITIONS

POESIA MESTIZA COFFEE

Last Updated: June 18, 2025

1. About Poesia Mestiza Coffee

These Terms and Conditions ("Terms") govern your use of the website and online store operated by POESIA MESTIZA COFFEE, a sole proprietorship owned by Kevin Silva Zarate ("we," "us," or "our"), registered and operating in the Province of Ontario, Canada.

Business Address: 255 Richmond Street East, M5A 4T7, Toronto, Ontario, Canada

Contact Email: hello@poesiamestizacoffee.com

By placing an order or browsing our website, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, please do not use our website or purchase our products.

2. Eligibility

By using this website, you represent that:

- You are at least 18 years of age, or are accessing the site under the supervision of a parent or legal guardian;
 - You have the legal capacity to enter into a binding agreement;
 - You are located in Canada or are purchasing for delivery to a Canadian address.
-

3. Products

Poesia Mestiza Coffee sells whole bean and ground coffee products. All products are intended for personal or household use only.

We reserve the right to:

- Modify, discontinue, or limit the availability of any product at any time without notice;
- Restrict the quantities of any product available for purchase;
- Correct product descriptions, pricing errors, or availability information at any time.

Product images on our website are for illustrative purposes only. The actual product may vary slightly in appearance.

4. Orders and Payment

4.1 Placing an Order

When you place an order, you are making an offer to purchase. We reserve the right to accept or decline any order at our sole discretion. An order is confirmed only when you receive a written confirmation from us by email.

4.2 Pricing

All prices are listed in Canadian Dollars (CAD) and are exclusive of applicable taxes unless otherwise stated. Applicable federal (GST) and provincial (HST) taxes will be calculated and displayed at checkout.

We reserve the right to change prices at any time. Price changes will not affect orders already confirmed.

4.3 Payment Processing

All payments are processed securely through Stripe, Inc. By providing your payment information, you authorize us to charge the total amount of your order, including taxes and shipping fees. We do not store your full credit card details on our servers.

Stripe's terms of service and privacy policy apply to payment processing. For more information, visit: <https://stripe.com/en-ca/legal>

5. Shipping and Delivery

5.1 Delivery Areas

We ship to all provinces and territories of Canada. International shipping is not currently available.

5.2 Delivery Timeframes

Estimated delivery times are provided at checkout and are calculated from the date of shipment, not the date of order. Delivery estimates may vary by province and are subject to carrier delays, weather conditions, and peak seasons.

Important: Under Ontario's Consumer Protection Act, if a product is not delivered within 30 days of the promised delivery date, you are entitled to request a full refund. If you choose to retain a late-delivered item, you waive your right to a refund based on the delay.

5.3 Shipping Costs

Shipping costs are calculated at checkout based on the destination province and the weight of the order. Free shipping promotions, if available, will be displayed on our website.

5.4 Risk of Loss

Risk of loss and title for products pass to you upon delivery to the carrier. We are not responsible for delays or damages caused by the carrier once the product has been dispatched.

6. Return and Refund Policy

Under Canadian federal law and Ontario consumer protection legislation, businesses are not legally required to accept returns unless products are defective or significantly different from what was described.

6.1 Defective or Damaged Products

If you receive a product that is defective, damaged in transit, or materially different from its description, please contact us within 7 days of receipt at hello@poesiamestizacoffee.com with:

- Your order number;
- A description of the issue;
- Photographs of the damaged or defective product.

We will review your claim and, at our discretion, offer a replacement, store credit, or full refund.

6.2 Non-Defective Returns

Due to the perishable nature of coffee products and health and safety considerations, we do not accept returns on opened or used products unless they are defective. We reserve the right to decline returns that do not meet these conditions.

6.3 Refund Processing

Approved refunds will be issued to the original payment method within 14 business days of our confirmation. We will notify you by email once the refund has been processed.

7. Cancellations

Orders may be cancelled before they are shipped. Once an order has been dispatched, it cannot be cancelled, and our return policy applies. To request a cancellation, contact us immediately at hello@poesiamestizacoffee.com with your order number.

8. Commercial Electronic Messages and Marketing

In compliance with Canada's Anti-Spam Legislation (CASL), we will only send you commercial electronic messages (newsletters, promotions, product updates) if you have provided your express or implied consent.

You may withdraw your consent at any time by:

- Clicking the 'Unsubscribe' link in any marketing email;
- Sending an email to hello@poesiamestizacoffee.com with 'Unsubscribe' in the subject line.

We will process your opt-out request within 10 business days. Please note that transactional emails (order confirmations, shipping notifications) are not marketing messages and will still be sent regardless of your marketing preferences.

9. Intellectual Property

All content on this website, including but not limited to the name "POESIA MESTIZA COFFEE," logos, product photography, written descriptions, design elements, and branding materials, is the exclusive intellectual property of Kevin Silva Zarate and is protected under the Copyright Act (Canada) and applicable trademark law.

You may not reproduce, distribute, modify, or use any content from this website for commercial purposes without our prior written consent.

10. Limitation of Liability

To the maximum extent permitted by applicable law in the Province of Ontario, POESIA MESTIZA COFFEE and its owner, Kevin Silva Zarate, shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our website, products, or services.

Our total cumulative liability for any claims arising from a transaction shall not exceed the total amount paid by you for the product(s) giving rise to the claim.

Nothing in these Terms limits our liability for fraud, personal injury, or any matter where limitation of liability is not permitted by applicable law.

11. Disclaimer of Warranties

Our website and products are provided on an 'as is' and 'as available' basis. We make no warranties, express or implied, regarding the accuracy, completeness, or reliability of any content on our website.

We do not warrant that the website will be uninterrupted, error-free, or free of viruses or other harmful components. You use the website at your own risk.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

Any disputes arising from these Terms or your use of our website shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, Canada.

We encourage you to contact us first at hello@poesiamestizacoffee.com to attempt to resolve any dispute informally before initiating legal proceedings.

13. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Changes will be posted on this page with an updated 'Last Updated' date. Your continued use of our website after any changes constitutes your acceptance of the revised Terms.

We encourage you to review these Terms periodically.

14. Severability

If any provision of these Terms is found to be invalid or unenforceable under applicable law, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

15. Contact Us

If you have any questions, concerns, or complaints regarding these Terms and Conditions, please contact us:

POESIA MESTIZA COFFEE

Attention: Kevin Silva Zarate

Address: 255 Richmond Street East, M5A 4T7, Toronto, Ontario, Canada

Email: hello@poesiamestizacoffee.com