KGD Terms and Conditions

IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS (Terms).

By accessing or using any other world wide website owned, operated, licensed, or controlled by KGD Cafe (" KGD Cafe" "we" or "us"), and/or installing, accessing, or using any mobile applications (e.g., Apple iOS and Android OS devices and any updates, upgrades, or other software or documentation that enables you to use such mobile application), mobile websites, You also understand and consent to  KGD Cafe's Privacy Policy, which is integrated into and becomes part of these Terms, by accepting these Terms.

At KGD Cafe, we do everything we can to earn and keep our clients' trust, and our commitment to your privacy is no exception. We are dedicated to protecting and defending online consumer privacy, particularly for minors. Anyone under the age of twelve (12) is not permitted to use or access the Online Services. To use the Online Services, you must be at least 12 years old. If you are at least 12 but not yet eighteen (18), you must discuss these Terms with your parent or guardian, who must understand and agree to these Terms before you can use the Online Services.

If you or your parent or guardian do not agree to these Terms, you must immediately cease using the Online Services and request that any Online Services accounts you have created be closed by KGD Cafe. All requests for account/information deletion should be sent to the contact information shown below. By accessing and/or using the Online Services, and by continuing to access and/or use the Online Services by you or your child, you are deemed to have granted your consent and authorization as a person aged 18 and up for such continuous access and/or use, and you are deemed to have consented to the Terms.

Concerning the Online Services.

When it's appropriate. While the Online Services are available from anywhere in the globe, the products and services discussed or featured in them are only available in the Philippines. Unless otherwise stated, all items in the Online Services are provided solely for the purpose of providing information about KGD Cafe, including our products and services. The Online Services are controlled and operated by KGD Cafe from its headquarters in San Agustin, Concepcion, Tarlac, and no claim is made that these materials are appropriate or available for use in other locations. You are responsible for complying with relevant local laws if you use the Online Services from another area.

Follow all traffic and safety regulations. When you use the Online Services, you undertake to follow all applicable traffic and safety laws, rules, and regulations, particularly those concerning the safe use of mobile or communication devices while driving.

Devices, software, internet connection, and accounts are all your responsibility. You must have a compatible device, software, and internet access in order to utilize the Online Services. While the Online Services may be updated from time to time to offer support for new functions and services, KGD Cafe does not represent or guarantee that the Online Services will work with all operating systems, devices, or software. You are also liable for all messaging and data charges, fees, and taxes incurred as a result of your use of the Online Services, including when we contact you via text, email, or other means.

You may only use the Online Services on devices that you own or control, and only with the permitted operating system that your device supports.

Availabiliity of online serivice. KGD Cafe will make every effort to keep the Online Services operational at all times. You realize, however, that because the Online Services are supplied through the internet, their quality and availability may be affected by factors beyond KGD Cafe' control. KGD Cafe, its subsidiaries, affiliates, and franchisees assume no responsibility for the Online Services' availability or reliability, or for any difficulty or inability to download or access content, or for any other communication system failure that may cause the Online Services to be unavailable, or for any effect that the Online Services and/or their use may have on any device. You also acknowledge and accept that KGD Cafe does not guarantee the Online Services' support or upkeep.

Use of Online Services in a Responsible Manner. When using the Online Services, you must adhere to these Terms. You may only use the Online Services in accordance with applicable laws. Law enforcement authorities will be provided with any proof of illegal use of our Online Service.

Except for downloading one copy of these Terms and KGD Cafe Privacy Policy on one computer for your personal, non-commercial, home use only, all materials/content found in our Online Services may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without our prior written consent. Any copyright, trademark, or other property notices that may be incorporated in these Terms and KGD Cafe Privacy Policy may not be deleted or changed. KGD Cafe's intellectual property rights are violated if these Terms or the KGD Cafe Privacy Policy are modified or used for any other purpose.

When an Online Service requires or includes downloadable software, the software, including all files or images contained in or generated by the software, as well as any accompanying data (collectively, the "Software"), is deemed to be licensed to you by KGD Cafe, with the understanding that such license is personal, worldwide, royalty-free, non-assignable, non-exclusive, and revocable. The primary purpose of this license is to allow you to use and enjoy the Online Services. Once a new version, function, or service is available, we may automatically update the Software on your device.

KGD Cafe retains full and complete ownership of the title and intellectual property rights, which are not transferred to you. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software into a form that can be understood by humans. You will not, nor will you request, engage, induce, or otherwise cause another person, juridical or otherwise, to I make and/or distribute copies of the Online Services and Software; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, or exchange the Online Services and Software; or (iii) create derivative and/or related works of the Online Services and Software.

If you do not comply with these Terms or are suspected of misusing the Online Services, we retain the right to suspend any Online Services account or prevent you from using our Online Services. We also reserve the right to investigate any complaints or reported violations of these Terms and to take any action KGD Cafe deems necessary, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other parties.

The Online Services may be updated or terminated at any time. You understand and agree that KGD Cafe may, with or without notice to you, update, change, or discontinue the Online Services (including any feature, functionality, or your access) at any time. You agree that KGD Cafe may send updates to your device if you use or install any Online Service. All rights and licenses granted to you hereunder will automatically and immediately expire upon any termination, and you must stop using the Online Services. These Terms, however, will continue to apply to any previous use of the Online Services by you. All KGD Cafe rights, including all intellectual property rights, proprietary rights, and licenses in these Terms, as well as all restrictions on use, limitations of liability, and disclaimers, will survive termination.

Franchisees have their own autonomy. While the Online Services are operated and controlled by KGD Cafe, it is not responsible for the operation of ALL KGD Cafe in the Philippines. Rather, independent franchisees and/or KGD Cafe's subsidiaries (each, a "Cafe") own and run many of the cafes. Each Cafe is fully responsible for its own legal and regulatory compliance, as well as any issues connected to food orders, supplies, and services, as well as any employment-related difficulties in the Cafe.

1. Our privacy practices and interactions with you.

KGD Cafe's Privacy Policy in the Philippines. We respect your privacy and take steps to safeguard your personal information. When you use the Online Services, any personal information you provide to KGD Cafe will be used in accordance with our KGD Cafe Privacy Policy. By using the Online Services, you agree that KGD Cafe, our subsidiaries, affiliates, franchisees, or other trusted businesses or persons who process information for us (the "Data Users") may use your personal information, as well as any other information you provide in or acquire through your use of the Online Services. You understand that by using the Online Services, you give our authorized Data Users express permission to use any information you provide for the purposes of tracking and performing analytical services or functions related to your use of the Online Services, the completion of transactions done through the Online Services (including, but not limited to, data verification for the purposes of product delivery, and in-site notifications or "pop-ups"), and marketing programs. In connection to the Online Services, the KGD Cafe Privacy Policy describes how your personal information is collected, processed, and shared.

While KGD Cafe makes every effort to ensure that third parties with whom it has agreements comply with the KGD Cafe Privacy Policy and any other applicable Data Privacy Laws, regulations, or policies, you acknowledge that MKGD Cafe is not responsible for any policy violations, nor for the actions, omissions, or negligence of any third party, and you agree to indemnify KGD Cafe, its officers, directors, or employees for any claim arising from such violation.

The manner in which we communicate with you. KGD Cafe offers you the option of receiving emails, text messages, or push notifications. You understand and consent to receive marketing, transactional, and other messages from KGD Cafe if you opt in to any of these sorts of communications.

In general, opting out of communications. You may unsubscribe from communications at any time, and you can alter your preferences using the Online Services or by contacting our Customer Care at appey\_30@yahoo.com. Additionally, you will have the option to opt out of any email or text notifications you may receive from us. You acknowledge and accept, however, that you may need to manage your communication options for each Online Service independently. Please note that the only option to stop receiving some account-related and transactional communications is to close, disable, or delete your Online Services account. Finally, please be aware that KGD Cafe has no control over communications sent directly by each Cafe; in this situation, you must opt out of those communications directly.

2. Orders for products and related issues

This section applies to any orders placed through the Online Services.

Cafes sell directly to customers. You realize that when you order any product using the Online Services, you are submitting orders directly to a participating Cafe, and the contract for supplying the products is between you and the Cafe that accepts your order. The Cafe where you pick up your products is in charge of preparing and delivering them to you. YOU UNDERSTAND AND AGREE THAT KGD Cafe, ITS SUBSIDIARIES, AFFILIATES, OTHER FRANCHISEES, AGENTS, REPRESENTATIVES, AND THEIR OFFICERS, DIRECTORS, AND EMPLOYEES ARE NOT RESPONSIBLE FOR ANY PRODUCTS YOU PURCHASE DIRECTLY FROM CAFE.

The Online Services feature products. The availability of all products is subject to change. Some Cafes, including the one closest to you, may not stock all of the items shown in the Online Services. Images of products and packaging on the Online Services are simply examples, and the product or package you receive from a Cafe may differ. Differences in color presentation may be related to your device's display of colors or to factors such as the ingredients used, the suppliers, the country's area, and the season.

The items are being ordered. Orders placed through the Online Services will be assigned to the Café closest to your area. However, KGD Cafe maintains the right, for any reason, to modify the Cafe allocated to fulfill your requests.

Purchasing the goods and paying for them. You have the option of paying with cash on delivery or via cashless payment methods (such as, but not limited to: e-wallet, mobile wallet, credit, debit or prepaid cards, net banking, UPI apps, etc.). You acknowledge that KGD Cafe uses third-party partners to securely store and handle your cashless payment mode information. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO USE THE CASHLESS PAYMENT MODE IN ANY TRANSACTION.

You understand and agree that, notwithstanding the receipt of any order confirmation, whether by electronic mail, facsimile, phone call, or otherwise, KGD Cafe's or any Cafe's delivery of your order and receipt of the payment corresponding to it shall constitute KGD Cafe's sole act of final acceptance of such order. Please be aware that prior to the acceptance or delivery of any order, you may be requested to verify any information or produce valid identification.

Order cancellations, modifications, and refunds are all possible. You may phone 09770120167 or your local delivery number to change or cancel your purchase before to delivery. However, if the order has already been made or despatched for delivery prior to receipt of your request, KGD Cafe has the right to refuse any modification or cancellation. Both cash and cashless transactions are covered under this policy.

In the case of cashless transactions, you understand and agree that if your request for a cancellation or change does not comply with the above-mentioned rules, the full value of the product bought will be charged to your account. You also acknowledge and agree that the same policy will apply if you refuse to accept any product delivery.

You may contact us by phone at 09770120167 or by email at appey 30@yahoo.com to seek a refund. Requests for refunds will only be accepted if made within twenty-four (24) hours of the product being delivered and only for the following reasons: I order was not received, (ii) order was incomplete, (iii) order was late, (iv) order was incorrect, and/or (v) order was charged a price that differed from the actual price of the product. The merchandise delivered must be returned to the Cafe in its original packaging, unless the order was not received.

The refund amount will be credited back to the account used in the original transaction for transactions paid by cashless means of payment, and may be subject to separate processing requirements (including processing time) of your issuing bank or third party provider. Fees and levies that are applicable may be subtracted from the total amount.

If you are unhappy with your order, please call 09770120167 or email appey 30@yahoo.com with your issues.

Timely delivery is guaranteed. The delivery time is determined by the agreed-upon synchronization time between you and our KGD Delivery agents. The Philippine Standard Time, which can be found at www.dost.gov.ph and asia.pool.ntp.org, is the official time. For reasons beyond our control, such as extreme rain, flooding, or exceptionally high demand, KGD Cafe has the right to temporarily stop the application of the guaranteed delivery time.

Delivery Service Areas and Hours of Operation For a variety of reasons, including maintaining the safety and security of our riders and delivery partners, KGD Cafe retains the right to change, limit, or restrict delivery service regions or operating hours.

3. Online Services: Ownership and Licensing

Ownership of intellectual property. KGD Cafe owns or licenses all trademarks, copyright, database rights, and other intellectual property rights of any kind in the Online Services, including all information, data, text, sound, visuals, and their arrangement, particularly the KGD Cafe, as well as the underlying software code (the "Properties"). You may only view, download, or post any of the Properties in conjunction with or in relation to the use of the Online Services, and exclusively for the purposes of KGD Cafe's activities and promotions. Without the written agreement of KGD Cafe, no other right to use, such as to print, download extracts or elements of the Properties, edit, reproduce, publish, display, store, commercially exploit, etc., any of the said Properties shall be regarded to have been or understood as having been granted.

KGD Cafe now provides you a non-exclusive, non-assignable, royalty-free, and revocable license to use the Online Services for your personal use only, as long as you comply with these Terms. Except for the licenses and rights specifically given in these Terms, you accept that no other licenses or rights are granted to you by implication or otherwise.

Information about trademarks. KGD Cafe or its licensors own the trademarks, service marks, and all graphical components, including the look and feel of the Online Services, which are distinctive and protected trademarks or trade names. Various third-party names, trademarks, and service marks that are the property of their respective owners may appear on the Online Services.

4. Liability limitations and disclaimers are included.

Liability restrictions. KGD Cafe will not be liable for any damages or injuries caused by any failure of performance, error, omission, interruption, defect, delay in transmission, computer virus, or line failure, including but not limited to any failure of performance, error, omission, interruption, defect, delay in transmission, computer virus, or line failure. You understand and agree that KGD Cafe will not be liable for any damages or injury, including but not limited to special or consequential damages, resulting from the use of, or inability to use, errors, omissions, or other inaccuracies in the Online Services and/or materials or information downloaded through the Online Services, whether based on breach of contract, tort (including negligence), product liability, or otherwise, even if KGD Cafe or an authorized KGD Cafe representative has been advised of the possibility of such damages KGD Cafe will not be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages (including, but not limited to, damages of any kind arising out of your use or access to the Online Services, whether or not in the mind of the parties) of any kind arising out of your use or access to the Online Services, whether or not in the contemplation of the parties. You understand and agree that any claim against KGD Cafe or an authorized KGD Cafe representative, including all losses, damages, and causes of action (whether in contract, tort, including without limitation, negligence, or otherwise), will be limited to the amount you paid to use the Online Services.

Disclaimers. Technical inaccuracies or typographical errors may exist in the material in the Online Services. KGD Cafe reserves the right, at any time and for any reason, to alter or discontinue the Online Services in accordance with these Terms, subject to any limitations imposed by law or regulations. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE MATERIALS IN THE ONLINE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. KGD CAFE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KGD CAFE MAKES NO WARRANTY THAT THE MATERIAL'S FUNCTIONS WILL NOT BE INTERRUPTED OR NO ERROR, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THEM ACCESSIBLE ARE VIRUS-FREE OR OTHER HARMFUL COMPONENTS. IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, KGD CAFE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THE ONLINE SERVICES. THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IS ASSUMED BY YOU (AND NOT BY KGD CAFE). THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

External links.  Other links or sites that are not managed by KGD Cafe may be included in the Online Services. KGD Cafe is not responsible for the content of the third-party websites. The presence of any link to the Online Services does not represent KGD Cafe' sponsorship of the sites. Downloadable resources from these external sites may also be available through the Online Services. KGD Cafe is not responsible for the content of any downloaded items or external sites, and has no control over them. You acknowledge that KGD Cafe cannot and does not guarantee or promise that files or software of any type, from any source, accessible for download through the Online Services are free of infection with viruses, worms, Trojan Horses, or other code or flaws with contaminating or destructive qualities. NEITHER KGD CAFE NOR ANY OF ITS AUTHORIZED REPRESENTATIVES SHALL BE RESPONSIBLE FOR ANY RESPONSIBILITY ARISING FROM OR RELATED TO THESE THIRD PARTY SERVICES, EXTERNAL LINKS, SITES, OR SOFTWARE.

Things that are beyond our control. You recognize and agree that KGD Cafe is not liable for any failure to execute any of its duties under these Terms as a result of or in connection with any occurrence beyond KGD Cafe' reasonable control. If this happens, KGD Cafe's responsibilities under these Terms are suspended for the length of the event.

5. User-submitted content and submissions.

User-submitted content. Regarding the Online Services, KGD Cafe invites your feedback and recommendations. Please keep in mind that KGD Cafe only accepts and considers innovative ideas, recommendations, innovations, and items that it has expressly sought or solicited. Please be clear in your criticism on the Online Services and do not provide creative suggestions, ideas, inventions, or other content or information ("User Submission"). For the avoidance of dispute, User Submission does not include personal information that is protected by Data Privacy Laws and must be collected, utilized, and maintained in line with the KGD Cafe Privacy Policy.

You acknowledge and agree that your User Submission will become KGD Cafe' property. Furthermore, KGD Cafe shall not be liable for any use or disclosure of any User Submission, or any material or element contained in these User Submissions, except as may be required by law, and KGD Cafe shall not be liable for any use or disclosure of any User Submission. KGD Cafe will hold all rights to the User Submission and will be entitled and have the right to use it for any purpose without compensation to you or anyone else. Nothing in this document binds KGD Cafe to utilize any User Submission. After a specific amount of time, some information supplied through or in the Online Services may no longer be maintained. As a result, the aforesaid permission to utilize User Submissions is conditional on this restricted use of this data, which excludes non-retained data. You accept that any material you provide is your responsibility, and that you are solely responsible for the User Submission, including but not limited to its legality, reliability, appropriateness, originality, and copyright.

6. Warning on Social Media (Divulgence Of Personal And Private Information).

Users connected to the internet can use social media to share personal information, whether knowingly or accidentally. You are entirely responsible for any information you disclose on your social network account after linking it to the Online Services. You are now cautioned to ensure that you do not unintentionally publish any information in your social media account that you do not want to disclose.

7. Miscellaneous.

Dispute Resolution. You understand and agree that any dispute arising out of these Terms will be resolved in Tarlac City' competent courts. All other venues are explicitly prohibited.

Laws that govern. Regardless of any conflict-of-law principles, these Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

Severability. If any portion of these Terms is found to be illegal, invalid, or unenforceable, that part will be deemed severable, and the legality and enforceability of the other terms will not be affected.

Non-waiver. If KGD Cafe fails to demand that you fulfill any of your duties under these Terms, or if KGD Cafe fails to enforce or delays in enforcing its rights against you, this does not indicate that KGD Cafe has waived its rights against you or that you are not required to comply with these responsibilities.

The Complete Agreement. This is your whole agreement with KGD Cafe regarding the use of the Online Services.

How to get in touch with us.   if you have any queries concerning the Online Services, our promotions, or these Terms. Please contact us at:

KGD Cafe

#903 Purok Tobias, San Agustin, Concepcion, Tarlac, Philippines

Email us at appey\_30@yahoo.com