

## TERMS OF SERVICE

### 1. Basic Provisions

- 1.1. These Terms of Service (the „Terms“) regulate the terms and conditions of using of Rossum Application, rights and obligations of the company Rossum Cafe, s. r. o., with it registered address at: I. Olbrachta 7585/34, 911 01 Trenčín, Slovakia, Company ID No.: 52 592 812, registered in the Commercial register of Trenčín District Court, section Sro, file No. 140035/B (the „Company“ or „We“) as a provider of the services of preparation and sale of beverages and rights and obligations of Users, who are interested in making a purchase via the Rossum Application.
- 1.2. Our company is an operator of the Rossum Application and is the exclusive holder of all licences and rights related to the usage of it.
- 1.3. These Terms represent legally binding agreement between You and our Company. Your acceptance of the Terms shall be expressed upon downloading the Rossum Application, either at the moment of your registration or at the moment of confirmation of your order, if You are using the Rossum Application without a registration. By expressing your consent with these Terms, you commit to unconditionally comply with all terms and conditions specified in these Terms as well as to comply with the applicable law (law of the Slovak republic and of the country where you are situated) as well as to act in good faith, and you undertake not to take any actions, in connection with your usage of Rossum application, which would be contrary to the applicable law, good faith and these Terms.
- 1.4. Should you not agree with these Terms, you are not allowed to use the Rossum application, make a registration and, in case you are already registered, you should cease using the Rossum Application and cancel your registration.
- 1.5. Access to the Rossum Application and usage of it is allowed only for persons with full legal capacity, who are older than 15 years and are entitled to legally bind themselves under the applicable law. By accepting these Terms, you confirm that you have the legal capacity and power to accept these Terms and to adhere to their provisions.

### 2. Definitions

- 2.1. **Rossum App** or **Application** means an application provided by our company to third parties in order to allow them to make orders of products sold at the Rossum Cafe.
- 2.2. **Rossum Cafe** means a robotic café shop operated by us, which provides hot beverages based on your order.
- 2.3. **Purchase Agreement** is an agreement for the provision of a service consisting of the preparation and sale of hot beverages through Rossum Cafe machine.
- 2.4. **User Account** or **Account** means an User's account in the Rossum App
- 2.5. **User** or **You** means a person who is using the Rossum App.

### 3. Modification of the Terms

- 3.1. We reserve the right to modify these terms and any other documents linked to in these Terms at any time at our own discretion without the need of prior notification. We will notify you on such modifications by message or through other means of communications. Any modification or addition to these Terms shall become effective, if not stated otherwise, on the day of its publication. Your continued use of the Rossum App after the moment, when the modification or addition to these Terms became effective, constitutes your acceptance of such changes of these Terms. Should you not agree with the modification or addition to these Terms, you should cease using the Rossum App and cancel your registration.

### 4. Services Provided Through the Rossum App

- 4.1. Our company has developed a robotic café shop Rossum Cafe capable of preparing hot beverages. You can order beverages in one of two ways. Either using an application

installed directly at the machine or through the Rossum App in Your mobile device. Both applications are similar, the difference is that the Rossum App can be personalized.

- 4.2. The Rossum App represents a platform for entering into the Purchase Agreement between You and our Company. The subject matter of the Purchase Agreement shall be the preparation and sale of hot beverages and their ingredients.
- 4.3. By downloading the Application You will be given the opportunity to enter into the Purchase Agreement with us based on the offer displayed in the Rossum App.
- 4.4. **Terms of Delivery**
  - 4.4.1. By making a payment You agree with the full price of the ordered beverage.
  - 4.4.2. Your order is valid only at the location chosen by You in the Rossum App.
  - 4.4.3. After the order is paid, a QR code will be displayed in the Rossum App, which should be scanned at the appropriate spot at the machine. After the QR code is scanned, the machine will prepare the ordered beverage. The QR code is valid for 48 hours. After the expiration of the QR code, the machine will not dispense a beverage and your order shall forfeit without any right to a refund.
  - 4.4.4. Please be aware that the premises, where the Rossum Cafe machines are situated do not have to be accessible during the whole 48 hours period.
  - 4.4.5. Malfunction of the Rossum Cafe machine, or missing ingredients may cause the machine to be temporarily out of service. If the machine is out of service for more than 24 hours and, due to this reason, the beverage is not served to You, an electronic voucher shall be sent to your Account in the value of the undelivered beverage, if you are a registered User. In case of unregistered Users, the price paid for the beverage shall be refunded.
- 4.5. **Termination of the Purchase Agreement (Cancellation)**
  - 4.5.1. Please be aware that you are not allowed to cancel your order after you confirm it. You should carefully review your selection before confirming your order.
  - 4.5.2. Due to the fact that the subject of the Purchase Agreement lies in the preparation of beverages that are subject to a rapid reduction in quality and spoilage, it is not admissible to withdraw from the Purchase Agreement.
- 4.6. After scanning the QR code Rossum Cafe will deliver your beverage to the dispensing point, where You can pick it up. The receipt shall be issued to You by the Rossum Cafe machine. You shall wait for the beverage preparation to be completed and then pick it up at the dispensing point.
- 4.7. Please be aware that you should pick up Your beverage within 1 minute after it is prepared and the notification on the readiness of your order is displayed in Rossum App. After the expiration of the designated time the beverage shall be removed from the dispensing point without any right to a refund
- 4.8. We reserve the right to set forth other conditions and limitations related in particular to your order or our offer of beverages (e.g. limitations of quantity). You will be notified on these further conditions or limitations through the Rossum App or at the Rossum Cafe machine prior to the payment of your order.
- 4.9. For each particular beverage, special conditions may be specified in the offer which shall take precedence over these Terms.

## **5. Prices**

- 5.1. You can use the Rossum App for free, costs of means of distance communication (internet connection etc.) are in the usual amount depending on the tariff of your telecommunication services provider.
- 5.2. Prices of the offered beverages as well as the prices for the ordered beverage are fixed prices.
- 5.3. Prices for each specific beverage and ingredients are always displayed in the application so as to provide you, prior to confirmation of Your order, with the information on the total price of your order including Value Added Tax and all other taxes.

## **6. Payment Conditions**

- 6.1. All payment conditions are displayed directly in the Rossum App. Payment for the ordered beverage shall be made electronically (payment card, voucher) in advance before the service is provided. You agree that we may perform authorization checks of payment cards both after their first connection and when you order a beverage through the Rossum App.
- 6.2. Each order of beverages is limited up to the amount of EUR 20,00.

## **7. Using the Rossum App**

- 7.1. The Rossum App shall be used exclusively for the purposes permitted by these Terms. Using the Application for other purposes without our consent is forbidden. You acknowledge and agree that you have no right for any remuneration for the use of the Application.
- 7.2. Any feedback, questions, comments, ideas, suggestions or other information concerning the Rossum App or the services provided through it, which You will address to us, shall become the property of our company and we shall be allowed to exploit them without any limitations.

## **8. License to Use the Application**

- 8.1. In compliance with these Terms, we grant You a limited non-exclusive, revocable, non-transferable and indivisible license to use Rossum App solely for Your own personal use in order to access and use the Rossum App.
- 8.2. You may not use the application otherwise, in particular use, copy, change, modify, create derivative works, distribute, license, sell, transmit, publicly display, publicly perform, publicly transmit, broadcast, or otherwise use the application, except as expressly permitted by these Terms. You are not authorized to remove the copyright and other proprietary notices contained in the application.

## **9. Your Obligations, Liability and Representations**

- 9.1. Your obligations:
  - 9.1.1. You shall not use Rossum App if you have not reached the age prescribed by law for entering into a legal agreement or if you are precluded by law to use Rossum App or to accept these Terms.
  - 9.1.2. All information and data (including the registration data) provided by You shall be true, accurate and current. You may update or correct Your data at any time using the Rossum App.
  - 9.1.3. You shall not use Rossum App in any illegal way or in any way that may result in an illegal activity, in particular in a way that may cause disruption of service, damage, overload or reduction of performance of the Rossum App or drop of its performance or which may circumvent the purpose for which the Rossum App is intended.
  - 9.1.4. You shall not bypass or modify security measures of the Rossum App, upload files containing viruses, trojan horses or other malware, access or try to access User Accounts of other Users or try to disrupt any other security measures.
  - 9.1.5. You shall use the Rossum App exclusively in Your own name stating Your true identity and You shall not impersonate other persons as well as not allow other persons to use the application in Your name.
  - 9.1.6. You shall be responsible for restricting other people's access to your mobile device or other equipment, and for the confidentiality of your User Account and password, and for any activity that occurs using your Account or password. You shall notify us immediately of any unauthorized use of your User Account or any other breach of security, and You shall ensure that You log out from Your Account each time You use the Account. We shall not be liable for any loss, harm or other damage incurred as a result of Your non-compliance with the above provisions.
  - 9.1.7. You shall not use the Rossum App in a way that may cause or threaten to cause Us any loss or damage.

- 9.1.8. You shall comply with all applicable law.
- 9.1.9. If you obtain any information or data from Us, you shall treat them as a confidential information and do not provide it to other parties.
- 9.1.10. You shall fully indemnify and hold Us harmless from and against any claims made against Us by third parties as a result of Your violation of these Terms.
- 9.1.11. You acknowledge and agree that We have the right to suspend or remove Your User Account at any time without prior notice, if We come to conclusion that You are violating any of the provisions of these Terms

## **10. Registration and its Cancellation**

- 10.1. You can use the Rossum App without registration, but to access certain features you must register in the Rossum App by creating an Account.
- 10.2. You agree to provide accurate, current and complete information within the registration procedure and in all other cases when You use the Application, and You agree to update the information so that it is always accurate, current and complete.
- 10.3. You acknowledge and agree that We have the full right, at Our sole discretion, to refuse or to not allow You to register and create an Account in the Rossum App, without the need to state a reason for such action.
- 10.4. Your Rossum App Account is private and may not be used by anyone else except for You. You are solely responsible for maintaining the confidentiality of your User Account password. You are solely responsible for all use of Your account and You shall to notify us immediately of any unauthorized use of Your Account. We shall not be liable for any loss, harm or damage caused by unauthorized use of Your Account as well as by an authorized use of Your Account. You are solely responsible for all activity on Your Account.
- 10.5. Your Account in the Rossum App is our property, its content and all rights associated with it are non-transferable and non-assignable, they cannot be inherited and are connected exclusively to You.
- 10.6. We may suspend, restrict or terminate Your access to the Rossum App at any time, for any reason and without notice, and/or remove Your Account and registration in the Rossum App. In case of your repeated violation of these Terms, we have the right to suspend, restrict or terminate Your use of the Rossum App, without prejudice to Our right to raise any further claims against You in order to protect Our rights and/or the rights of third parties. You acknowledge and agree that in such case You shall not be entitled to any delivery of services from Us.
- 10.7. You have no obligation to use the Rossum App, and at any time, without notice, you may, at Your sole discretion, discontinue using it. The same shall be applied to the cancellation of your registration and Account. This shall not affect the validity and enforceability of these Terms, in particular of such their provisions which, according to these Terms, are to remain in force after the termination of the contractual relationship between You and Us.
- 10.8. You acknowledge and agree that upon cancellation of Your registration in the Rossum App, we have no obligation to remove or return to You any content that you may have placed in the Rossum App.

## **11. Accessibility of the Rossum App**

- 11.1. We do not guarantee a constant and non-stop accessibility of the Rossum App.
- 11.2. However, we will make every effort to make it as secure as reasonably possible and to correct any errors and problems.
- 11.3. We reserve the right to, at any time, modify, suspend or terminate, temporarily or permanently, the operation of the Application or any part thereof, without the need of prior notice. The Rossum App is provided "as is" and We make no warranties with respect to its use and content and we bear no responsibility for the continuous functionality, flawless operation and performance of the services provided by or through the Rossum App, or for any interruption or termination of the Rossum App; We may do

so at any time with immediate effect, without stating a reason for such action and without notice. You agree that in such case we shall not be liable to You or any third party.

## **12. Disclaimer of Warranties**

- 12.1. By using the Rossum App, you acknowledge and agree that any claim you may have in connection with the activity of third parties, shall be limited to the claim against such third party and such claim shall not be raised against us.
- 12.2. We shall bear no liability and provide no warranties for the accuracy of information displayed in Rossum App, if such information was put in the Application by other party than us.
- 12.3. We do not guarantee that any data transmitted via the Internet are complete, up-to date and accurate, and that you will receive the relevant information on time.
- 12.4. Your use of the Rossum App shall be at your own risk and responsibility. We shall not be liable for any loss or damage that may be caused to you in connection with the use of the Application.
- 12.5. We are not responsible for the content of third parties in the Rossum App. If the Rossum App contains links to third party content, You acknowledge that this content shall neither be regulated by these Terms nor be under our control and You are solely responsible for its use. We do not acknowledge or assume any responsibility for such links, and if You access them, You do so at Your own risk.
- 12.6. In the event that We temporarily or permanently terminate Our services or any part thereof, no liability arises against Us from this fact.

## **13. Indemnification**

- 13.1. You agree and promise to fully indemnify Us without any limitations for any loss or damage, which may be incurred due to Your use of the Rossum App in connection with, in particular but not limited to: (i) the services provided by Us, (ii) any violation of these Terms, good faith, or the applicable law, or (iii) any content put into the Application by You.

## **14. Intellectual Property Rights**

- 14.1. Our company is the owner or authorized user of all intellectual property relating to the Rossum App and of all content published in it (in particular but not limited to: software, labels, logos, trademarks, etc.), with the exception of third-party intellectual property rights, these rights may not be used in any way without Our consent. Inclusion thereof in the Rossum App shall not be construed as a direct or indirect grant of any license, right or consent for the use, without our consent, of any intellectual property of our Company, or any third party.
- 14.2. It is not permitted to remove our copyright, trademark or other intellectual property notices.
- 14.3. By downloading the Rossum App and/or by using it, You shall not acquire any right to any modification and/or changes of the Application, nor any right to exploit the rights belonging to us and/or the author of the Application, with the exceptions expressly permitted by these Terms.

## **15. Defects Liability, Warranty and Complaints**

- 15.1. In case of the Rossum App's malfunctions, you may notify us by e-mail addressed to: [info@rossumcafe.com](mailto:info@rossumcafe.com) or by using a contact form accessible through our website: <https://rossumcafe.com/kontakt/>.
- 15.2. We are solely and fully responsible for the defects of services and for complaints arising out of the Purchase Agreement upon which the beverage is provided to You. Your complaints shall be made by means specified in section 15.1 of these Terms. All complaints lodged with us shall be dealt with according to the appropriate law which is regulating your consumer rights.

## **16. Applicable Law and Dispute Resolution**

- 16.1. These Terms and contractual relations between You and Us shall be governed by the law of Slovak republic without regard to its conflict of laws provisions. You agree that any claim or dispute, which may arise between You and Us shall be resolved by Slovak court, its venue being asserted on the basis of the registered address of our company.
- 16.2. The Slovak Trade Inspection Authority, Inspectorate for the Bratislava Region, Prievozská 32, P.O. Box 5, 820 07 Bratislava 27, is the supervisory authority in matters of consumer rights protection.
- 16.3. If You are a consumer, You have right to contact Us, if You are not satisfied with the handling of Your complaint or if Your rights have allegedly been violated. If We deny Your request or do not answer Your request at all within 30 days after it is sent, You have right to initiate an Alternative Dispute Resolution (“ADR”). ADR shall be used only for the resolution of disputes arising out of the contract between trader and consumer and other disputes related to such contract, except for disputes defined by law and disputes, where the claim does not exceed EUR 20,00. A request for ADR may be filed with an ADR entity using a form or online platform designated for this purpose. An ADR entity may request from You a fee for commencing an ADR, its amount not exceeding EUR 5,00 including VAT. The Slovak Trade Inspection Authority or other entity registered by Ministry of Economy of the Slovak republic in the Register of ADR entities shall serve as the competent ADR entity. If more than one ADR entity is competent for the ADR, you have the right to choose, which one You file a complaint with. Along the ADR you retain the right to bring an action before the competent court or arbitration body. ADR platform is accessible online on the following website:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

## **17. Personal Data**

- 17.1. You acknowledge that We may process Your personal data for the purposes and under the terms and conditions specified in the Personal Data Protection Principles, which are published on our website: <https://rossumcafe.com/zasady-ochrany-osobnych-udajov/>.
- 17.2. Surveillance Cameras. Each Rossum Cafe machine is equipped with the surveillance cameras, which are monitoring the machine and its immediate surroundings. Our company is the operator of the surveillance cameras. The Surveillance Cameras Personal Data Protection Principles are published on our website: <https://rossumcafe.com>

## **18. Final Provisions**

- 18.1. Force Majeure. If any party breaches its obligation under the contractual relationship, it shall compensate the damage caused to the other party, unless it proves that the breach of obligation was caused by circumstances excluding liability. An exclusionary circumstance is an obstacle which has arisen independently of the will of the liable party and prevents it from fulfilling its obligation, unless it can be reasonably assumed that the liable party would have been able to avert or overcome this obstacle, or its consequences, and to anticipate such obstacle. Liability is not precluded by an obstacle which arose only at a time when the liable party already was in arrears with the fulfillment of its obligation or which arose out of the liable party’s own economic circumstances. The exclusionary effects are limited to the duration of the obstacle to which those effects are associated.
- 18.2. Entire Agreement. These Terms together with all documents mentioned by them and all other legal notices or subsequent terms and conditions or rules published by our Company in the Rossum App, constitutes the entire agreement between You and Us in respect of the Rossum App and the services obtained through the Rossum App.
- 18.3. Severability Clause. If any provision of these Terms is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect other provisions of

- these Terms and We are entitled to unilaterally replace such invalid or unenforceable provision by another one, which corresponds to the purpose of the original provision; other provisions remain valid and in force.
- 18.4. No Assignment. If not specified otherwise by these Terms, You shall not, without Our prior written consent, assign, delegate or by other means transfer to third party any rights, obligations or receivables related to the use of the Application. Prohibition of assignment shall not be applied to Us.
  - 18.5. No Set-off. If not specified otherwise by these Terms, it is not allowed to unilaterally set off any receivables between You and our Company related to the Application (regardless of whether the receivables are due or outstanding, conditional or unconditional, current or future, monetary or non-monetary).
  - 18.6. Headings. The individual headings in these terms are intended for convenience of reference only and have no legal effect.
  - 18.7. Survival of Terms Clause. Those rights and obligations, which by their nature are to remain in force and effect even after the termination of these Terms, in particular, but not limited to, the provisions on limitation of liability, disclaimers, compensation of damages, governing law and jurisdiction, etc., do not cease to be valid and effective after the termination of these Terms.
  - 18.8. No Waiver. Failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision and We retain full power to exercise all our rights and use all legal remedies.
  - 18.9. No Partnership. No provision of these Terms shall be construed as establishing any partnership between You and Us, power of attorney, employment or any other type of organization, cooperation or association.
  - 18.10. Language. These Terms may be executed in various language versions, the Slovak version being authoritative.
  - 18.11. Contact Details. If you have any questions, comments, suggestions or complaints related to the Application, please let us know at our email address [info@rossumcafe.com](mailto:info@rossumcafe.com) or by using a contact form accessible through our website: <https://rossumcafe.com/kontakt/>.
  - 18.12. Coming into Force. These Terms shall come into force on 1.10.2021