

# Casa del Café S.A.

## Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE DOWNLOADING OUR APPLICATIONS AND / OR USING OUR SERVICE.

### 1. Scope

**1.1** These terms of use form the contractual basis between Casa del Café S.A. (Casa del Café) and the customer (you) for the use of the service and the applications (as defined below) and any associated services. In this context, orders can be placed via the Casa del Café application to be downloaded to your mobile phone (smartphone), via a web application on our website or via an app on one of our «self-order kiosks» ( all three an "application") to various participating Casa del Café store. With such orders, you can also collect points that you can redeem for rewards as described in Section 7 below. Casa del Café can also send you coupons, which we generate in the back-end system and which we then send to you, for example, as push notifications. You can redeem these coupons on the customer application for mobile device users, on the web application on a website or via an application on a "self-order kiosk". Casa del Café provides these services exclusively on the basis of these terms of use. By creating a user account or making use of the applications as a visitor, you freely and expressly agree that your PERSONAL DATA will be consulted, processed, handled and stored by Casa del Café, and other companies deemed necessary for the effective processing of your personal information in order to provide you with the service, specifically but not limited to our external service provider "MENU", in the manner described on our data protection declaration.

**1.2** The Casa del Café application is an order and payment service for the food, drinks and other services available from Casa del Café.

**1.3** Each contracting party may, at its own discretion and without liability, terminate the contract described in these terms of use and all related services at any time without notice. In this case, Casa del Café can indicate the service, the application resp. restrict, suspend or suspend all or all of the services (including the availability of any data, databases or content) or access to the service or Refuse all or part of the services and block or delete all or part of the associated data, especially your user account. Casa del Café will announce this by notifying you on the website or by notifying you. Casa del Café can also ask you to change the version of these terms of use or the service, application or confirm his services with a click. In this case, you can only continue to use the service or the application if you agree to the changes. As this is a standardized offer, we cannot take into account process changes that you make. In the event that you propose changes to the terms of use yourself, they will in no case come into force without our prior written and proper confirmation.

**1.4** We would like to point out that we use MENU Technologies AG ("MENU") as an external service provider for the execution of orders and payment processing. However, you do not enter into a contractual relationship with MENU.

**1.5** Incidentally, the collection and processing of personal data in connection with the service is carried out in accordance with our data protection declaration under Casa del Café data protection declaration.

## 2. Service

**2.1** It can be downloaded via the Casa del Café application downloaded to your mobile phone (smartphone), via a web application on a website or via an application on a «self-order Kiosk »(all three an "application") are given the opportunity to call up location-specific restaurant menu information or other information in certain independent restaurants at Casa del Café restaurants, via the application orders for meals, drinks or other consumption give up at the participating restaurant and pay for it. In certain participating restaurants, the application may also give you the option of paying for orders that you have placed with the service staff. In

addition, certain participating restaurants can enable you to place and pay for orders for home deliveries using the application (except the application on a self-ordering kiosk).

**2.2** The application can therefore enable you to search and order meals and drinks in a participating restaurant. Your order triggers a process in the participating restaurant, which the participating restaurant, Casa del Café and its service provider MENU accordingly, using your personal data, e.g. your contact details, e.g. phone number and your order informed. When your order is ready to be picked up at the counter, you will be informed either via a push message (for orders placed via the mobile application) or via SMS message (for orders placed via the web application). If the restaurant you are visiting works with guest localization, your table number or your location in the participating restaurant will also be determined by means of table number entry (on the mobile and web application), placed transmitters or antennas (kiosks). In order to receive push messages, you must have push messages activated on your smartphone and to enable the determination of your location via transmitters or antennas you must have Bluetooth activated on your smartphone and give the application permission to determine your location. For orders that you place through the self-order kiosk, a puck may show you when your order is ready for collection at the counter or your order number is displayed on a screen. Your location can also be determined using a puck, which may be distributed to you at the self-order kiosk or at the counter or you may need to enter a number into the screen. You hereby authorize Casa del Café to disclose and process your orders, personal data and in particular your location data to participating restaurants.

**2.3** Casa del Café mediates as a service your order to participating restaurants and settles this in the name and for the account of the participating restaurants. All brokering and billing services provided to you by Casa del Café via the applications, other services rendered and the applications are hereinafter referred to as the "Service". The service is only offered for your private, non-commercial use. Casa del Café as the franchisor is the platform operator of the applications and obtains your personal data, such as orders, telephone number, email address, possibly home and / or delivery address and it is authorized that can use them for marketing purposes. Casa del Café operate the platform in their restaurants and can view their order and payment details for their

respective restaurants. As a technology supplier, MENU provides the applications platform Casa del Café and can view your personal data. MENU provides Casa del Café within the applications platform with functions and integrations that enable Casa del Café to communicate with you in a personalized form and to provide you with relevant information at the appropriate time.

**2.3** Casa del Café can enable you to order and pay for meals, drinks and other services available from Casa del Café via the applications based on these terms of use.

**2.4** There is no obligation for you to use the service; Casa del Café is also not obliged to offer you the service or to provide the service successfully (in particular to place orders or settle payments).

### 3. User account

**3.1** In order for you to be able to use the service or the mobile application, in particular to place an order on the application provided by Casa del Café, you must first log in and create a user account. This is currently possible in the Casa del Café application to be downloaded to your mobile phone (smartphone) or via a web application on a website, but not on the «self-order kiosks ». When registering, you provide Casa del Café and therefore its service provider MENU personal data (including email, name and your credit card details (will not be saved with Casa del Café or MENU). After successfully registering with Casa del Café, you will receive a personal user account from Casa del Café, which you can access with a password of your choice.

**3.2** User accounts are available to clearly identified and designated natural persons. Casa del Café stores your data in your user account. The user account combines information about you so that you and we can better understand and manage your rights and obligations as a user of Casa del Café.

**3.3** A user account is not transferable.

**3.4** You are not allowed to have more than one user account.

**3.5** You guarantee that the information you provide to Casa del Café is correct, complete and current. In particular, you must truthfully provide your own name and, if necessary, a billing address for billing purposes.

**3.6** You are required to keep your user information correct, complete and up to date at all times. Please use the update functions in your user account to update any changes. If your data is no longer correct, complete and up-to-date, communication with you (and in particular collecting payments) may no longer be possible due to outdated, incorrect or incomplete contact information or for other reasons (especially if the payment method is invalid or has expired), we may no longer be able to offer you a smooth processing of the service on the mobile application and it may be that you no longer have access to the service or can no longer use it or that Casa del Café cancels, suspends or discontinues it.

**3.7** You are responsible for all activities on your user account and you are obliged to keep your username and password safe and confidential at all times.

**3.8** Casa del Café is at any time entitled to check the information you provide and to refuse service or the use of the mobile application without stating any reason.

## 4. Cancellation of your user account

**4.1** We reserve the right to cancel and delete your user account at any time, especially if we can no longer reach you via the email address specified in the user account.

## 5. Use of the service

**5.1** In order to use the service or applications and create a user account, you must be 18 years or older. You assure that you are a capable individual to act, so that you can conclude a binding contract.

**5.2** In particular, you commit yourself as follows:

- You will only use the service or applications for private, non-commercial purposes and will not pass it on to third parties;
- You will not allow or allow third parties to use your user account;

- You will not assign, transfer or otherwise make your user account available to another person;
- You will not use a third party user account;
- You will comply with all applicable laws when you use the service or applications and you will only use the service and applications for lawful purposes;
- You will not use the service or applications to cause trouble, annoyance or inconvenience;
- You will not interfere with the correct operation of the network;
- You will not try to damage the service or the applications in any way;
- You will keep the password for your user account or any identification that we provide to gain access to the service and the applications secure and confidential and keep it secret;
- You will provide us with any proof of your identity that we deem appropriate;
- You will not use the service or the applications with a non-compatible or non-approved device.

**5.3** Casa del Café particularly reserves the right to immediately terminate the service and use of the applications if you do not meet all of the obligations set out above.

**5.4** You are responsible for the proper installation and functioning of the applications on your devices and the data network access required to be able to use the service and the applications, as well as any costs that may arise from the use of the service and applications. While accessing and / or using the service and applications, data and connection fees and charges, e.g. from your mobile network provider, may be incurred, and you are solely responsible for paying them.

**5.5** You are responsible for the procurement and updating of compatible hardware and devices, which are necessary for access to the service and the applications as well as their updates or for the corresponding use. Casa del Café does not guarantee that the service, the applications or parts of it will work on the respective hardware or the relevant devices. In addition, malfunctions and delays can occur in the services and the applications, which are caused by the use of the Internet and electronic communication means.

**5.6** It is also your responsibility to check and ensure that you always have downloaded the correct applications for your device. This is particularly important when newer versions of the applications are published and Casa del Café is not obliged to maintain older versions or to ensure in any way that such older versions continue to work or are otherwise error-free. You should always update to the latest version of the applications, especially to be able to use new functions.

**5.7** Casa del Café is particularly not liable if you do not have a working data network access or a compatible mobile device or if you download the wrong applications version to your mobile device. Casa del Café particularly reserves the right to cancel the service or cancel the availability of the applications if you use the service or the applications with an incompatible or impermissible device.

## 6. Payment

**6.1 You are aware that costs will arise through the acceptance of any offerings of the participating restaurants by using the service or the applications.**

**6.2** The prices for the offerings of participating restaurants (e.g. meals, drinks) can usually be found in the applications. These are determined and made available by the participating restaurants and are changed and updated from time to time. It is your own responsibility to find out about the current prices of the corresponding offers from participating restaurants.

**6.3** Casa del Café will charge you for meals, drinks or other goods displayed on behalf of the participating restaurant through the service or applications. Payment is processed via a payment processor that is connected to the service or applications of Casa del Café, i.e. MENU. Payment processor will settle your payment Casa del Café by acting as the authorized agent of Casa del Café . The payments you make via the service or applications will be treated as if you made them directly to the participating restaurant. All prices are payable immediately.

**6.4** You agree that you will pay for all meals, drinks and other goods (including any taxes and late fees, if any, that are associated with your account) that you order from a participating restaurant and that Casa del

Café, i.e. payment processor will charge your credit card or other payment method you specified when you registered with the service or the applications. You are responsible for the provision of a valid credit card or other payment method and the timely payment of all costs to Casa del Café resp. payment provider

**6.5** Casa del Café uses an external payment processor (the "Payment Processor") via MENU to connect your credit card to the applications and service. The processing of payments or credit, if applicable, in connection with your use of the applications and the service is subject to the terms and conditions and the data protection guidelines of the payment processor and your credit card issuer in addition to these terms of use. Casa del Café is not responsible for any errors made by the payment processor or the credit card issuer. In connection with your use of the services, Casa del Café obtains certain transaction details, which Casa del Café will only use in accordance with its data protection declaration.

## 7. Collect and redeem points

**7.1** You can collect points by placing orders and possibly also using the applications for other purposes. The number of points granted in each case is described in the applications and in any relevant promotion conditions. The purchase of certain items may be excluded from the points credit, which shall be announced to you. To credit points, you must be logged in to the applications with your user account at the time of ordering or other use of the applications. A subsequent point credit is not possible.

**7.2** If a contract for which you have received points does not materialize, or if the contract is subsequently rolled-back (e.g. through cancellation, withdrawal, cancellation of contract, contestation, etc.), Casa del Café reserves the right to also cancel the corresponding points credit.

**7.3** Casa del Café will credit the points you have collected to a points account managed for you. You can call up your current score at any time via the applications in your profile. In addition, Casa del Café can send you messages about your current score. Objections to the correctness or completeness of a notified score must be made in writing or in text form (e.g. by email) within one month of receiving the notification. Failure to make timely assertion is considered approval of the notified score. You can

request correction of the reported score even after this approval, but in this case you must prove the incorrectness or incompleteness.

**7.4** You can redeem your points for regularly changing rewards or other shopping benefits. A prerequisite is the availability of the selected bonuses or purchasing advantages. The available bonuses and / or purchasing advantages and the number of points required for each are announced in the applications. Points redeemed at the time of redemption are counted first. It is not possible to pay out points in the form of cash.

**7.5** After a termination becomes effective, you can no longer collect new points and you may not be able to redeem existing points in your points account.

**7.6** The transfer of points to third parties is only possible with the consent of Casa del Café.

## 8. License and restrictions

**8.1** If you fully comply with these terms of use, Casa del Café grants you a restricted, non-exclusive, non-sublicensable, revocable and non-transferable sublicense to: (i) access the applications and use it on your own device in connection with the use of the service to use; and (ii) access all content, information and associated materials made available via the applications and to use them privately and non-commercially. MENU and the licensors of MENU reserve all rights not expressly granted herein.

**8.2** You are not permitted to: (i) remove references to copyrights, trademarks or other property rights from the relevant part of the applications; (ii) reproduce, modify, create, distribute, license, rent, sell, resell, transfer, transmit, make public or otherwise use the applications without the express consent of MENU to stream, broadcast or otherwise exploit; (iii) to decompile, reverse engineer or disassemble the applications, unless and to the extent permitted by law; (iv) to link, frame or mirror a part of the applications; (v) to develop or install programs or scripts with the aim of scraping, indexing, surveying or other data mining or to unduly restrict or hinder the operation or function of aspects of the applications; or (vi) attempt to gain or interfere with unauthorized access

to any part of the applications and the systems or networks connected to it.

**8.3** The service and the applications as well as all rights to it exclusively belong to MENU or the licensors of MENU and remain with them.

**8.4** Neither these Terms of Use nor the use of the Service grant you any rights: (i) to or in relation to the Service or Applications, except for the limited license granted above; or (ii) to the use of or reference to MENU's or Casa del Café's company names, logos, brands, other trademarks, or those of MENU or Casa del Café's licensors.

**8.5** The service or applications can be made accessible or used in connection with or in connection with services and / or content from third parties (including advertising). You acknowledge that other terms of use and privacy policies may apply. Casa del Café is not responsible or liable for any goods, services or content from third parties.

## 9. User content

**9.1** Casa del Café may, at its sole discretion, allow you to submit, upload, publish, or upload text, audio and / or image content and information from time to time, or otherwise be available through the applications for Casa del Café, MENU, and / or other users to make, such as comments and feedback on the hospitality services, meals and drinks or other menu offers or services, the service, support requests and the submission of contributions ("user content"). As a matter of principle, you remain the owner of all user content submitted or otherwise made available.

**9.2** However, you grant Casa del Café and MENU a worldwide, unlimited in time and content, irrevocable, transferable, sublicensable and free license to all user content, in particular for their use, reproduction, distribution, modification, publication, availability, public performance or other use in all Formats and across all sales opportunities, regardless of whether they already exist and / or are known or only arise or become known later.

**9.3** You ensure and are responsible that: (i) you are either the sole and exclusive owner of all user content or have all the rights, licenses, consents and exemptions required to provide user content under the above license to Casa del Café and MENU; and (ii) neither the user content nor its

transmission, uploading, publication or other disclosure, nor the use of the user content by Casa del Café and / or MENU violate the rights of third parties in intellectual property or other rights of third parties, publication rights or personal or data protection rights of third parties or disregard or violate applicable laws or regulations.

**9.4** You agree not to post, transmit, upload, communicate, publish, or make available any user content that is offensive, defamatory, mean, violent, obscene, pornographic, otherwise objectionable or unlawful, whatever by Casa del Café and / or MENU is decided at its own discretion; this is irrespective of whether the user content is protected by law or not. Casa del Café and MENU have the right, without notice to you, to review, monitor and remove user content at its sole discretion. However, there is no obligation to check, monitor or remove user content.

## 10. Indemnification

**10.1** You undertake to indemnify and hold Casa del Café, MENU, its subsidiaries as well as organs, managing directors, employees and contractors harmless against all claims, claims, costs, damages, losses, liability claims (including attorney fees and - costs) arising out of or in connection with your violation or your violation of any provision of these terms of use or any applicable legal provisions, your violation of third party rights, including the participating restaurants, Casa del Café, MENU or otherwise from or in connection with your Use of the service and / or the applications result.

## 11. Disclaimer and warranty

**11.1 Any guarantee of Casa del Café, in particular for the service and the applications, is hereby excluded. Casa del Café makes no assurances regarding the applications and the service and makes no guarantee in this regard and gives no guarantee.**

**11.3** The service is provided to "AS IS" and "AS AVAILABLE".

**11.4** In particular, Casa del Café cannot guarantee that the website, its content, the service and / or the applications are free of errors, defects, malware and viruses or that the website and / or the applications are correct, updated and error-free.

**11.5** Furthermore, Casa del Café in particular makes no representations and gives no guarantee that the service will not be interrupted or is otherwise error-free, and no guarantee regarding the reliability, quality, suitability or availability of the service and the applications or other services in connection with the Service and the applications. Temporary interruptions or errors can arise and the service or the applications may be subject to restrictions, malfunctions, delays or other problems.

## 12. Disclaimer and limitations of liability

**12.1** Casa del Café is only liable for damage caused by deliberate intent or gross negligence.

**12.2** Casa del Café is in particular not liable for any damage resulting from the use (or inability to use) of the website or the applications or the service, including caused by malware, viruses or any errors or incompleteness of the information or the website or applications damage.

**12.3** Casa del Café is not liable for damage or claims for damages by third parties.

**12.4** These disclaimers and limitations also apply to Casa del Café's assistants, their agents and deputies.

## 13. Applicable law and other provisions

**13.1** These terms of use are subject to Nicaragua law, to the exclusion of any references to other legal systems; the application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Regardless of this choice of law, those provisions remain applicable to contracts with consumers from which no deviations may be made by agreement under the law that would apply without the choice of law.

**13.2** Should provisions of these terms of use or the contract be invalid or ineffective, the effectiveness of the other provisions and the terms of use respectively, of the contract otherwise not affected. To the extent permitted by law, the void or ineffective provisions will be replaced by provisions that come as close as possible to their economic purpose.

**13.3** You may not transfer your rights and obligations from these terms of use to a third party without the prior express written consent of Casa del Café .

**13.4** Casa del Café can send you, in particular about the service or the applications, by general notification or by email to your email address stored in the user account information of Casa del Café or by means of written communication by regular mail to your in the user account information of Casa del Café saved address message.