

1. INTRODUCTION

By using this app, the end user (“**Customer**”) will order and pay drinks and/or beverage (“**Products**”) from the owner of the venue: PRAM ABS a.s., Fiscal Code CZ25671529, having its legal address at Praha I, Smetanovo nábřeží 198/1, PSČ 11000 (“**Provider**” or “**we**”). Products are produced by Toni Robot, manufactured and featured by Makr Shagr S.r.l.

These terms and conditions (“**Terms**”) apply to any reservation and sale of the Products which are carried out via this app (“**Platform**”), which is exclusive property of Makr Shagr S.r.l..

When placing an order, the Customer accepts these Terms and thus, the Customer is required to review the Terms thoroughly before the Customer places an order on the Platform.

Provider’s cookie and privacy policy, as available at all times on the Platform, shall form an integrated part of these Terms and shall be automatically accepted upon acceptance of these Terms.

2. ACCEPTANCE

When placing an order on the Platform, the Customer confirms:

- To be legally capable of entering into binding agreements,
- to be a consumer shopping for personal purposes and
- to be 18 years old and in the possession of a valid debit, credit card or other payment means available for payment on the Platform.

By accepting these Terms, the Customer accepts to receive all relevant information in English. Furthermore, the Customer accepts that all agreements between Customer and Provider and any related information necessary for conducting the services are stored by Provider in accordance with Provider’s privacy policy.

Provider reserves the right to revise and amend the Terms from time to time. The Customer’s order will be subject to the Terms applicable at the time when the Customer placed the order.

3. PROVIDER’S CONTACT INFORMATION AND CUSTOMER SERVICE

e-mail: info@karlovy lazne.cz

phone: +420 222 220 502

4. ORDER OF PRODUCTS

A list of drinks and beverages can be found in the app. Once the Customer has selected the product, the Customer will be given the opportunity to submit his or her order by clicking “order”, “place my reservation” or a similar button.

5. RIGHT OF CANCELLATION

Provider reserve the right to refuse or cancel Customer’s order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. Provider reserve the right to refuse or cancel Customer’s order if fraud or

an unauthorized or illegal transaction is suspected. In the event that the Customer desires a refund of cancellation of an order, the Customer must speak with the venue manager.

6. PICK-UP OF PRODUCT

Products ordered on the Platform must be picked-up from the robot in compliance with applicable distancing and exclusively when the green light on the robot is on or as otherwise indicated by the venue manager.

7. PRICE

All prices are indicated in the currency of the country in which the venue is located and is including applicable VAT but may exclude any online payment administration charges, unless otherwise is specified.

Any fees related to the order and payment will be calculated and listed when the Customer places the Order.

8. PAYMENT

The Customer can pay with several brands of debit and credit cards as well as other payment methods made available on the Platform. Customer may be asked to supply certain information relevant to the purchase including, without limitation, credit card number, the expiration date of credit card, and billing address. Customer represents and warrants that: (i) has the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information supplied to Provider is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

Upon placing an Order, the amount stipulated for the Products ("**Purchase Price**") is authorized or reserved at the Customer's account (depending on the chosen payment method) ("**Account**"). The Purchase Price is charged at the Customer's account upon order.

Provider may amend, modify or restructure the payment procedure for its Customers, as it deems reasonable.

The Platform uses PCI compliant Payment Service Providers. Payment by debit or credit card on the Platform is safe and certified by the card issuer. All payments are made through an encrypted internet connection. Provider does not store any debit or credit card information. Such information is handled by the Payment Service Providers. However, such information may be stored by the Payment Service Providers.

By accepting these Terms, the Customer accepts the method of payment set out above and acknowledges and agrees that Provider is not responsible or liable to the Customer in relation to the above.

9. REFUND

Price paid by Customer for completed and delivered orders are final and non-refundable. The Provider has no obligation to provide refunds or credits, but may grant them, in each case in Provider's sole discretion.

10. CUSTOMER BEHAVIOR

Customers are requested to show respect for the venue's guests and personnel, as well as Provider's personnel. The Customer is informed that in case of inappropriate behavior towards the venue, the other customers of the venue or Provider, or if the Customer commits a crime against or in the venue in connection with the Service, or violates the code of conduct rules of the Provider or any other similar behavior, Provider may ban, exclude or suspend the Customer from the Platform and the Services.

11. LIMITATION OF LIABILITY

Provider shall not be liable for losses arising out of or in connection with (i) faults of third parties or through non-attributable interruption of availability of the Platform; (ii) orders by Customers made using fraudulently obtained payment data or other contractual data (e.g. the "phishing" of credit card data, identity theft etc.); (iii) content of sites to which the Platform links, including the accuracy of the linked sites and the data protection at such site; and (iv) similar events as set out under (i) – (iii).

Provider is not liable or responsible for any failure or non-compliance with respect to its Services if such failure is caused by circumstances outside Provider's control. Such circumstances may be but is not limited to disruptions in the operation of Provider as a result of legislation, acts of state or public authorities, acts of war, terrorism, strikes, physical blockades, lockouts and natural disasters.

Provider shall only be liable for direct losses and shall in no event be liable for indirect or consequential losses. In all events, except in the event of fraud or willful misconduct.

12. INTERNET DELAYS

Provider's website, software and services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in Provider's privacy policy or as otherwise required by applicable law, Provider is not responsible for any delays, delivery failures, or other economic damage resulting from such problems.

13. INTELLECTUAL PROPERTY

The Customer may use the Platform and print and download extracts from the Platform for his or her personal non-commercial use on the following basis:

- The Customer must not misuse the Platform (including hacking or "scraping").
- Unless otherwise stated, the copyright and other intellectual property rights in the Platform and in material published on it (including without limitation photographs and graphical images) are owned by Makr Shkr S.r.l. or Makr Shkr S.r.l.'s licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved. For the purposes of these Terms, any use of extracts from the Platform other than in accordance with this clause 13 is prohibited.
- The Customer may not modify the digital or paper copies of any materials that he or she prints in accordance with this clause 13 and the Customer may not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.
- The Customer shall ensure that Makr Shkr S.r.l.'s status as the author of the material on the Platform is always acknowledged and referenced.

- The Customer is not allowed to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a license from Makr Shkr S.r.l. to do so.

Except as stated in this clause 13, the Platform may not be used, and no part of the Platform may be reproduced or stored in any other Platform or included in any public or private electronic retrieval system or service, without Makr SHakr's prior written permission.

14. GOVERNING LAW

These Terms (and any reservation and purchase of Products made hereunder) are subject to the laws of the country in which the Provider, from which the purchase is made, is located.

Any dispute arising out of or in connection with these Terms shall – where such dispute cannot be settled amicably – be decided by the courts of the country in which the Provider, from which the purchase is made, is located.

Irrespective hereof, the Customer may always submit a complaint to the relevant consumer protection authority applying in the country in which the Provider, from which the purchase is made, is located.