

Terms and Conditions Condiment Queens Fridges

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IMPORTANT: We, Condiment Queens, are running a pilot project with commercial fridges (“Fridges”) containing fresh and healthy food, drinks, snacks and other products supplied by us (“Products”). The technological solutions used in the Fridges make it possible for us to record and process which Products you purchase from us. This makes it easier for us to stock the Fridges properly and to know our consumers’ needs. Payments occur through our Condiment Queens Fridges App (“App”), a mobile app that you have to install on a mobile device, or through a payment terminal (“Payment Terminal”) that is built onto the Fridges. These Terms and Conditions apply on all your interactions with the Fridges and your use of the App and/or Payment Terminal.

By using one of our Fridges, whether they work with the mobile app or a payment terminal, you acknowledge and agree that you are participating in a pilot project and that the Fridges and/or the App may not work properly yet. Please read these Terms and Conditions carefully before you use our Fridges and/or the App. Article 1 provides more detailed information about this pilot project.

For more information about us and our Products, please visit our website www.condimentqueens.nl.

1. Participating in the Condiment Queens pilot project

1.1 You acknowledge and agree that you are participating in our pilot project. That means that you make use of prototypes of the Fridges, some of which may contain built-in Payment Terminals, and/or the App (“Prototypes”). The Prototypes are not released for commercial sale yet. The Prototypes may not operate properly, be in final form or fully functional. Also, the Prototypes may contain errors, design flaws or other problems. Use of the Prototypes may result in unexpected results, damage or loss. The Prototypes are not certified yet by any certification authority.

1.2 Every time the Fridge, Payment Terminal and/or App are mentioned in these Terms and Conditions, it must be understood as Prototype versions of the Fridge, Payment Terminal and/or App.

1.3 You acknowledge and agree that using the Prototypes is at your own risk. If you do not accept the risks associated with the use of the Prototypes, please do not use them. Always follow the instructions given in the app, on the Fridges, or provided through online or paper manuals.

1.4 If you discover errors, design flaws, unexpected results, damage, loss or any other problem related to your use of the Prototypes, please report them to us via info@condimentqueens.nl. That way, we can improve the Prototypes and the services we deliver to you.

2. Applicability of these Terms and Conditions

2.1 These Terms and Conditions apply to all purchases you make through our Fridges, whether you pay through the App or through a Payment Terminal.

2.2 These Terms and Conditions also apply when you download and install the App on your mobile device, whether you purchase Products from our Fridges or not. You will be asked to accept these Terms and Conditions before you create a user account (“Account”). These Terms and Conditions apply to your use of the App, until you decide to cancel your use of the App.

3. Prices and payment

3.1 As with any retail experience, you are not allowed to take Products from our Fridges without paying for them. Payment occurs immediately upon purchase. We offer various electronic payment methods, such as credit card, charging your bank account or other (local) payment methods, to facilitate the purchase of Products from the Fridges. We reserve the right to add or remove payment methods without previous notice to you.

3.2 Prices and currency charged for Products may vary depending on your location and may change from time to time. The prices of our Products include applicable sales tax.

3.3 Errors and mistakes in the prices of our Products, for example when incorrect prices are shown in the App, on the display of the Fridges or on our website, do not bind us.

3.4 If you have given your consent for processing payment details in the App or make use of a Payment Terminal, you authorize Condiment Queens to charge your bank account, credit card or any account relating to any other payment method.

3.5 Your payment method may be preauthorized before making the actual purchase. If your payment method is declined, the Fridge may not open. We are not responsible if your payment method is declined for any reason.

3.6 We make use of a payment service provider and do not store or have access to any of your payment details. You acknowledge and agree that our payment service is governed by its own terms and conditions.

3.7 We are not responsible or liable for any damages if your payment is declined for any reason.

4. Refund and Cancellation Policy

4.1 We deliver our Products immediately at purchase through our Fridges. Our Products are meant to be consumed immediately. After you have taken Products from the Fridge, you cannot return the Products or cancel your purchase. We do not offer any refunds if you are, for whatever reason, not satisfied with the Products you have purchased.

4.2 We prepare our Products with the utmost care for quality and food safety. If you, however, happen to have purchased any Products that are not up to our high standards and something is off, please contact us at info@condimentqueens.nl as soon as possible and we will look for a suitable solution. If possible, please take pictures of the Products, so we can learn what went wrong.

4.3 If you are accidentally charged for Products that you have not purchased, please contact us at info@condimentqueens.nl as soon as possible and we will look for a suitable solution.

5. Using the Condiment Queens App

5.1 Some of our Fridges should be operated with the App. By using the App, you can open the Fridge and take out the Products you desire. After you have closed the Fridge, the App will show your purchases and receipts. The App may also show other information, such as prices or the ingredients of our Products. You can download the App from the Google Play Store or Apple App Store.

5.2 To download and install the App, you need a mobile device with access to the internet, whether through a Wi-Fi connection or a mobile network. We are not responsible for any fees that your mobile network provider or internet service provider may impose on you.

5.3 You are granted a non-exclusive, non-transferrable license to use the App for personal use.

5.4 The App works on the latest versions of Android and Apple iOS. The App may work with older versions as well, but we cannot make representations or warranties of any kind hereof. You are solely responsible for keeping your devices up to date.

5.5 To use the App, you need to create a user account (“Account”). You are asked to provide certain information, including your name, a valid email address and language preference. Read our [Privacy Policy](#) to learn more about how we process your personal data. You are solely responsible for the accuracy of the information you provide through the App and your Account.

5.6 To enable payments through your Account, you need to provide your payment details, such as a bank account, credit card number or information relating to other (local) payment methods. You may change your payment information at any time at the Payments section in your Account. There may be a temporary disruption of your access to the payment service until the validity of the new payment details is verified.

5.7 We may, but are not obliged to, release updates for the App from time to time. These updates may concern new features, bug fixes or security updates. Please check the settings in your app store to see whether updates are installed automatically or should be installed manually. We recommend to always use the latest version of the App. The Fridges may not work properly with older versions of the App; you are solely responsible for installing updates and using the latest version of the App.

5.8 The App may not be available in all countries or in all languages, and may be subject to restrictions imposed by your network carrier, internet provider or local legislation.

5.9 The App may include links to third-party websites or services, including but not limited to our payment service provider. Third-party websites or services are governed by their own terms and conditions and privacy policies. Use of such third-party websites or services is at your own risk. We are

not responsible for any content that such third-party websites or services publish, nor are we liable for any damages that may result from using such third-party websites or services.

5.10 We reserve the right to modify, suspend, disable or remove your access to your Account if we notice that you are using your Account and/or the App for activities that may interfere or attempt to interfere with the operations of the Fridges and/or the App, including but not limited to hacking, spamming, uploading computer viruses, harvest personal information of other users, creating fraudulent or spoof accounts, attempting to access the Fridges by other means than using the App, or any other means.

6. Using the Payment Terminal

6.1 Some of our Fridges work with a built-in Payment Terminal. To open the Fridge, you tap your bank card, credit card or other valid payment card near the Payment Terminal. The Payment Terminal captures the required information from your card and transmits this data to our payment service provider for authorization. Only if you take Products from the Fridge, your card will be charged, and the funds will be transferred to us.

6.2 For contactless Payment Terminals, the transaction size may be limited to a certain amount. The allowable amount for contactless transactions varies depending on your bank, credit card company or any other payment service provider.

6.3 If you pay through a Payment Terminal, it is possible to receive a receipt of your purchases if you wish so. Our Fridges may provide a hyperlink where you can login with your mobile device or other device, such as a personal computer or laptop, to download the receipt. If you want to access the hyperlink later on, please make sure to store it somewhere. The hyperlink may be provided through the screen of the Fridges, a sticker on the Fridges, or any other suitable method. Also, a QR code may be attached to some of our Fridges. You can scan the code with your mobile device to receive your receipt.

7. Content and Advertisements

7.1 The screens on the Fridges and/or the App may display advertisements, promotions, illustrations and other content ("Content") from us or third parties, such as (but not limited to) food suppliers we work with. Depending on the information you have made available to us or third parties, such advertisements or promotions may be personalized and targeted to you. We are not liable for any damages that may result from incorrect or incomplete information published through such advertisements or promotions.

7.2 Content may include descriptions, visualization and other details of the Products sold in our Fridges. Such information is provided for your convenience only. We do not guarantee the accuracy of such information. In that respect, you acknowledge and agree that you purchase and consume our Products at your own risk.

7.3 The Content will be mainly focused around food advertisements and food and nutrition information. In case you feel exposed to Content that you may find offensive, indecent or objectionable, we are not liable to you for such Content.

7.4 We reserve the right to add or remove content for any reason and without prior notice.

7.5 For third-party content, the creator, owner or licensee retains the intellectual property rights on such content.

8. Intellectual Property Rights

8.1 We and/or our licensors retain the intellectual property rights, such as copyrights, trademarks, trade secrets, trade names, patents or other intellectual property rights on the Fridges, the App and all related Content and any other materials (except for the content mentioned in article 7.5).

You are not allowed to copy or reproduce any of the materials protected by intellectual property rights, or make them available to third parties, without our prior written permission. We are allowed to claim compensation from you when you violate this provision.

8.2 If you notice a copyright infringement, please contact us at info@condimentqueens.nl. It is our policy to respond to notices of alleged copyright infringement as soon as possible.

8.3 The provisions of this article remain valid after termination of the Agreement between you and us.

9. Indemnification

9.1 You indemnify us from and against any third-party claims, actions, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorney's fees, that arise because you breach any of the provisions of these Terms and Conditions and/or you violate any laws, regulations or the rights of any third party.

9.2 You also indemnify us from and against any third-party claims, actions, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorney's fees, if not you, but any other person that you allow to use the Fridges and/or the App and/or your Account, breaches these Terms and Conditions and/or violates any laws, regulations or the rights of any third party.

10. Disclaimer of liability

10.1 We are only liable for damage if and insofar as this damage is caused by intent or gross negligence from our side. We are only liable for personal injury or property damage for which we are insured or should reasonably be insured. Our total liability for any claims shall in no event exceed the amount covered by our insurance.

10.2 We are never liable for indirect damage, such as, but not limited to, consequential loss, lost profit, reputational damage or damage to third parties that is not caused by intent or gross negligence.

10.3 We are never liable for damage that results from not following instructions, manuals and warnings regarding the Fridge, App, your Account and/or our Products.

10.4 We are never responsible or liable for third-party content to which you may be exposed when you use the Fridges and/or the App. Any responsibility or liability of such content remains solely with the creator, owner or licensee of such content and not with us. Article 7 explains more about third-party content.

10.5 If you use the App, we are never liable for damage resulting from incorrect information you provided in your Account or loss of your password or other information you provided. We are never liable for data loss or security breaches associated with the App.

10.6 We are never liable for damages if any obligation under these Terms and Conditions is prevented, delayed, restricted or interfered with by causes beyond our reasonable control ("Force Majeure"). Force Majeure includes, without limitation, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, national emergencies, insurrections, riots or wars, or strikes, lock-outs or work stoppages. Force Majeure also includes causes beyond the reasonable control of third parties with which we cooperate, such as food suppliers, and which affect us in meeting our obligations under these Terms and Conditions.

11. Complaints

11.1 If you have a complaint about any shortcomings in the Fridges, the App and/or our Products, you must inform us within 14 days after discovery of the shortcomings in writing. After 14 days, the right to file a complaint expires and we are not obliged to take your complaint into consideration anymore.

11.2 We will respond to your complaint as soon as possible, but no later than within 7 days after having received it. If it is not yet possible for us to formulate a substantive reaction within 7 days, we will confirm the receipt of your complaint and we will give an indication of the term within we expect to give a substantive reaction to your complaint.

11.3 Your complaint must contain a detailed description of the shortcomings you have discovered, so we are able to assess your complaint and its correctness adequately. If your complaint is grounded, we will do our best to resolve it within a reasonable period of time.

11.4 Filing a complaint does not give you the right to suspend payments or to receive refunds.

12. General

12.1 You may only use the Fridges, the App and our Products for personal, non-commercial use. You may not use the Fridges, the App and/or our Products for any purpose that is unlawful or prohibited by these Terms and Conditions.

12.2 In the event of any provision of these Terms and Conditions being or becoming void in whole or in part, then the other provisions of the Agreement shall remain fully valid and enforceable and the void provisions shall be replaced by other provisions corresponding as closely as possible with the void provisions.

12.3 We reserve the right to change, suspend or discontinue the services we offer through our Fridges and/or the App without notice.

12.4 We may modify or amend these Terms and Conditions from time to time.

12.5 You may not transfer or assign any of your rights under these Terms and Conditions to a third party.

13. Disputes and Governing Law

13.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of The Netherlands.

13.2 If any dispute arises out of, or in connection with, your use of the Fridges and/or the App, we will try to resolve this dispute mutually within a reasonable period of time. Otherwise, the dispute shall be settled by the competent Dutch court.