

# Pacojet – Terms of Use

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These terms of use apply to all websites, mobile apps, networked products, social media and all other online services provided by Pacojet AG with registered office in Zug, Switzerland (“Pacojet”) for use in all European Economic Area countries and Switzerland and which contain a link to these terms (hereinafter jointly referred to as the “Pacojet Digital Services”).

The use of the Pacojet Digital Services is subject to the following terms of use in their current version (“Terms”). If you do not agree to these Terms, we kindly ask you to refrain from further use. By using the Pacojet Digital Services, you expressly declare that you have been provided with the opportunity to access these Terms and that you agree to them.

Pacojet reserves the right to change these Terms in whole or in part at any time with two weeks notice. Pacojet will inform you about changes to the Terms.

## 1. Authorisation of Use and Scope

To use the Pacojet Digital Services, you have to warrant that you are considered to be of legal age applicable in your country (if you are considered to be a minor in your country, you will require consent of a parent or legal guardian) and are authorised to agree to these Terms. If you agree to these Terms on behalf of an organisation or company, you warrant that you are authorised to agree to these Terms on behalf of the organisation or company, as well as bind them to the Terms (in this case, any references to “you” as well as any corresponding formulations in these Terms will refer to the relevant organisation or company, with the exception of this sentence). In the event that Pacojet has prohibited you from using the Pacojet Digital Services in the past, you are not permitted to use the Pacojet Digital Services, unless otherwise agreed with Pacojet.

For apps, Pacojet grants you the exclusive, non-transferable right to download the app to your own device and use it within the scope of its intended use, provided that you comply with these Terms.

To use the apps, you need a mobile device which meets specific system and compatibility requirements. The use of specific functions additionally requires an app-enabled Pacojet (currently Generation Pacojet 3D). Availability of app content and functions may vary from country to country. For this reason, you may not be able to use all content and functions in your country or native language.

## 2. Registration and Use of a User Account

### a) Registration of an Account and Confidentiality

In order to use some of the Pacojet Digital Services, it is required that you create a user account. To do this, you must choose a username and password during the registration process and provide us with any additional information required. For more information please refer to our Privacy Policy. It is your responsibility to keep your password secret and secure. By registering, you confirm that you are fully responsible for all activities that occur under your username and password and that you will not pass on your data to third parties. We assume that all communication made via your user account is made by you. If you temporarily entrust a third party free of charge with a device on which the app is installed, you will still remain responsible for the compliance with these Terms.

### b) Unauthorised Use of the User Account

You must notify us immediately if you become aware of any unauthorised use of your user account. You can find our contact details on the contact page of our website. You consent to providing us with any information we need to confirm your identity and to guarantee the security of your user account.

## 3. Our Proprietary Rights

Pacojet is the owner (or licensee) and operator of the Pacojet Digital Services and the material contained therein (including any and all software, designs, texts, editorial material, information texts,

photographs, illustrations, audio clips, video clips, artwork and other graphic materials as well as names, logos, trademarks and service marks, unless otherwise specified) which are derived in whole or in part from material provided by Pacojet and its partners, as well as other sources, and are protected by intellectual property rights. Apps and other software are protected by copyright and may not be modified, copied, decompiled, transferred, distributed or offered for use to third parties, whether for payment or free of charge, without the consent of Pacojet.

You consent to abide by all applicable intellectual property laws.

You agree to notify Pacojet immediately if you become aware of any allegation that the Pacojet Digital Services violate intellectual property laws or any third-party rights. You are not granted any right, title or interest in the Pacojet Digital Services and all rights not expressly granted are reserved by Pacojet. You are not permitted to use any marks, logos, product or service names, designs, slogans or trademarks of Pacojet without our express written approval.

If you violate these Terms, your right to use the Pacojet Digital Services and the content provided therein will cease with immediate effect. Pacojet reserves the right to permanently prevent you from further use and to claim damages in accordance with the statutory provisions.

## **4. User Content and Entries**

### **4.1. User Content and Posts:**

Within the scope of the Pacojet Digital Services, you may be given the opportunity to enter, post, upload, publish or otherwise make available (collectively referred to as “publish”) content such as video clips, photographs, reviews, queries, comments, public messages, recipes, ideas, product feedback, comments or other content (collectively referred to as “User Content”), that may be visible to other users. Any and all User Content published by you will be treated as non-confidential and will not be remunerated. By publishing User Content, you grant us the non-exclusive but geographically, temporally and in terms of scope unlimited right to use such posts in any way, including innovative, currently unknown types of use, as well as the transfer of use to third parties. The transfer of this right of use in particular includes the option of translating recipes into other languages, image processing as well as any required adjustment to local conditions such as, but not limited to, other units of measurement by us. Pacojet is not obligated, but entitled, to mention the author when using recipes, photos or other content and is also entitled to add its own copyright notice (e.g. the copyright symbol) when using such recipes, photos or other content. You warrant that any User Content provided by you does not involve unauthorised acts (as defined below) and that you will indemnify us in accordance with applicable laws if you commit any unauthorised acts and we suffer any damage as a direct result of such unauthorised acts.

You can also create and save your own recipes in the app, without publishing them. The recipes will only be published as defined by section 4.1 if you select the function “assign to my restaurant team” or “share with the community” in the app. Rights of use for your recipes in accordance with this section 4.1. will only be granted when you publish them, and all related data will only be passed on from this point in time, whereby if you select “assign to my restaurant team”, this will be limited to other users belonging to your restaurant team created in the app within the permissions granted by the administrator.

### **4.2. Information on User Content:**

You confirm that you are solely responsible for the User Content that you publish. In addition, you confirm that you have all the necessary rights to publish such User Content without violating any third party rights and undertake to fully indemnify Pacojet if a third party should nevertheless assert legal claims for which you are accountable. You are aware that Pacojet does not control and is not responsible for any User Content. As part of using the Pacojet Digital Services, you may come across other user's User Content that is offensive, indecent, inaccurate, misleading or otherwise objectionable. In addition, User Content may contain printing errors, other inadvertent mistakes or inaccuracies. We reserve the right, at our own expense, to take control of any disputes arising out of User Content published by you and you agree to cooperate with us in any such case to settle the disputes or defend us with regard to any claims related to such disputes.

#### **4.3. Checking User Content:**

You hereby acknowledge that Pacojet may check User Content at its sole discretion before it is published in the Pacojet Digital Services, but that Pacojet is under no obligation to do so. Also, you acknowledge that Pacojet reserves the right (but does not undertake any obligation) to reject, move, edit or remove any User Content added to the Pacojet Digital Services at its sole discretion. In addition, Pacojet has the right to remove User Content violating these Terms or which Pacojet, in its sole discretion, otherwise considers to be objectionable. You confirm that Pacojet is not obliged to review, accept, consent to or approve User Content and you confirm that you bear all risks related to your use of the User Content or your reliance on the accuracy, completeness or usefulness of the User Content.

#### **4.4. User Submissions:**

Researching innovative Pacojet technologies, integrating such innovative technologies into products and developing marketing strategies for our products can take several years. We aim to avoid misunderstandings that could arise if a product or a marketing strategy of Pacojet bears even a superficial resemblance to an idea posted to Pacojet within the course of the development process or if a product feature or function appears to be related to customer observations submitted to us. For this reason, Pacojet and its employees will neither accept nor investigate any unsolicited ideas, including unpatented technologies or marketing strategies. Furthermore, we do not offer any remuneration, neither in cash nor in kind, for unsolicited product ideas or customer feedback on product features or functions. However, if you provide us with such information, you hereby agree that such information will be treated as non-confidential and that Pacojet may use the information for any purpose, including the development, manufacturing or marketing of products based on such information.

### **5. Unauthorised Acts**

The use of the Pacojet Digital Services for illegal purposes or any other purpose not expressly authorised in these Terms is strictly prohibited. You will refrain from the following without limitations (in summary "Unauthorised Acts"):

- (1) All contributions, activities and actions constituting indecent, offensive, hateful, discriminatory, false, misleading or violent, erotic, obscene, pornographic or other acts that glorify or violate applicable laws or regulations, contributions with political or religious content, as well as all contributions in which natural or legal entities are otherwise tarnished with regard to their honour or business reputation, their business or other reputation is damaged or the privacy of another person compromised.
- (2) All contributions, activities and actions which convey that they originate from or are supported by us or any other person or organisation although this is not the case, as well as content which contains direct or indirect advertising for third-party products.
- (3) The setting of links to other sites or services which contain illegal, offensive or pornographic content or any other undesirable content.
- (4) Publication of, use of or otherwise making the intellectual property of third parties available, unless you are authorised to do so, or remove or change any copyrights, trademarks or other reservations of proprietary rights contained in the Pacojet Digital Services.
- (5) The disclosure or making available of personal access data to the Pacojet Digital Services, whether it be your own data or external data, as well as requesting personal or confidential information from other users, i.e. in particular their address, credit card or bank account details or passwords.
- (6) Uploading or provision of software, methods, instructions, computer codes, files, programs and/or other content or functions designed to interrupt, destroy, damage or restrict the functioning of the Pacojet Digital Services, computer software or hardware or telecommunication devices (in particular logic bombs, viruses, malware, software locks, worms, self-destroyers, drop devices, damaging logic, Trojan horses, traps, deactivations, locks, measurement methods or other harmful codes).
- (7) Publishing something or taking any other action, which could disable, overload or impede the functioning of the Pacojet Digital Services.
- (8) Copy, download (except for the caching of pages that are necessary for personal use or are expressly permitted under these Terms), change, forward, publish, assign, report, present,

reproduce, transmit, “mirror”, duplicate, post, upload, license, reverse-engineer, create derivative works thereof or offer for sale any content or information contained or obtained from Pacojet Digital Services unless this is provided for in these Terms or with written consent from Pacojet.

- (9) Remove, access, monitor, design, index, mark, link or copy content or information by accessing the Pacojet Digital Services in an automated manner and using a robot, spider, scraper, web crawler or other method other than manually accessing the publicly available parts of the Pacojet Digital Services via a browser or accessing the Pacojet Digital Services via a programming interface approved by Pacojet.
- (10) Violate the restrictions in an exclusion clause of the Pacojet Digital Services for robots, if any, or bypass or restrict other measures to prevent or restrict access to the Pacojet Digital Services.

In the event of violations, we reserve the right to remove content that constitutes unlawful acts and to temporarily or permanently block you as a user in accordance with the applicable statutory provisions.

## **6. Compliance with Statutory Provisions**

You hereby consent that Pacojet may access, store or share your information and/or any User Content that you submit or make available while registering at the Pacojet Digital Services, if required by law or if Pacojet believes in good faith that such access, storage or sharing occurs in accordance with the Pacojet Privacy Policy or is required or appropriate according to the following reasons:

- (1) to comply with legal procedures or requirements;
- (2) to enforce these Terms, our Privacy Policy or other contracts with you, including the investigation of potential violations thereof;
- (3) in response to allegations that User Content violates third party rights;
- (4) in response to your requests to the customer service and/or
- (5) for protection of the rights, property or personal security of Pacojet, its employees and partners, its users and the public.

This also includes the exchange of data with other companies and organisations for the purpose of protection against fraud and to prevent spam/malware and for similar purposes. With regard to personal data, Pacojet will comply with the applicable data protection regulations.

## **7. Data Protection**

For more information on the collection, use and sharing of personal data collected from and about you, please see our Privacy Policy.

## **8. Limitation of Liability**

Any and all content of the Pacojet Digital Services serve only as general information and guidance and we strive to ensure that the content is correct, up-to-date and free of errors and does not infringe third-party rights. This also applies to Pacojet's own recipes.

However, we do not warrant or covenant that the information or other content provided in the Pacojet Digital Services is up-to-date, complete and accurate or that it is free of any defects, errors and/or viruses or that the Pacojet Digital Services are technically permanently available. In addition, we do not warrant or covenant that corresponding defects, errors and/or viruses will be eliminated or removed. Also, we reserve the right to interrupt access to the Pacojet Digital Services for maintenance and updating purposes. You undertake to check the information provided to you (in particular, recipes) for plausibility before use and to notify Pacojet about any obvious errors.

Pacojet is only liable if we have fraudulently concealed a defect or if we or our legal representatives or agents are guilty of gross negligence or wilful conduct as part of the provision of the Pacojet Digital Services free of charge, or in the event of culpably caused damage resulting from injury to life, limb or health. Claims in accordance with the German Product Liability Act shall remain unaffected. Apart from the above, claims for damages against Pacojet arising from breach of duty are excluded.

Finally, liability for auxiliary persons as defined by Art. 101 of the Swiss Code of Obligations is completely excluded.

Pacojet reserves the right to change the information provided or offered on goods and services in the Pacojet Digital Services at any time without prior notice or to cease offering certain goods or services. In any case, the availability and stock of the specified goods and services shall remain reserved. Where prices are given in the Pacojet Digital Services, Pacojet does not warrant that these are up-to-date or correct.

## **9. Links and Service of External Providers**

The Pacojet Digital Services may provide (1) information and content from external providers; (2) links to websites or resources of external providers such as sellers of goods and services; and (3) provide products and services of external providers for direct sale to you. Pacojet is not responsible for the availability of such external websites or resources, and is not responsible or liable for (i) content, advertising, products or other material available via such websites or resources or (ii) errors or omissions on these websites or resources or (iii) the data processing practices or other business practices of such websites or resources. Pacojet is neither responsible for nor liable to you or any third party with regard to the use or reliability of any linked websites or resources. Your interactions with such third parties are subject to the relevant terms and conditions and privacy policies of the third party, as well as other similar provisions.

## **10. Change and Access**

### **10.1. Changes to the Pacojet Digital Services:**

Pacojet reserves the right, with or without prior notice, to temporarily or permanently change or discontinue the Pacojet Digital Services (or parts thereof) at any time. You acknowledge that Pacojet shall not be liable to you or any third party with regard to any change, termination or interruption of the Pacojet Digital Services.

### **10.2. Access**

We may deny you access to the Pacojet Digital Services or parts thereof at any time, for any reason or without cause, at our sole and unrestricted discretion, with or without prior notice, for example if you have violated any provision under these Terms. We reserve the right to deactivate any usernames, passwords or other identifiers at any time, for any reason or without cause, at our sole discretion, regardless of whether these have been selected by the user or provided by us. We will however notify you in advance, if appropriate.

## **11. Applicable Law and Jurisdiction**

Swiss law applies to these Terms, their content and compilation, excluding the UN Sales Law (CISG). If you are a consumer with a habitual residence in the European Economic Area, mandatory statutory provisions on the limitation of the choice of law and on consumer protection in the European Economic Area member state in which you are habitually resident remain unaffected.

If you are a merchant, a legal entity under public law or a special fund under public law or if you are a consumer without residence in the European Economic Area, the place of jurisdiction for all disputes resulting from or in connection with these Terms is Zug (Switzerland). In addition, we are entitled to take legal action against you at your general place of jurisdiction.

## **12. General Provisions**

### **12.1. No Waiver**

If we do not insist that you meet any specific obligations based on these Terms or do not assert our rights against you or do so in a delayed manner, this does not constitute a waiver of our rights and does not mean that you do not need to comply with these obligations. If we waive our rights with regard to an omission or violation on your part, we will do so only in writing, and this does not mean

that we also waive our rights with regard to any future omissions or violations on your part. Our contact details are provided on the contact page of our website.

## **12.2. Severability Clause**

The invalidity of individual provisions in these Terms shall not affect the validity of the remaining provisions. Any Invalid provisions shall be replaced by the respective statutory regulations.