

These terms are a legal agreement between you (“**you**”) and Zerica S.R.L, IT02454910825, Italy (“**Zerica**”, “**us**” or “**we**”) for:

- the Zerica application software and any data or associated media supplied with that software, including any subsequent updates or versions, (the “**App**”);
- any online or electronic documents provided by Zerica and related to the App (the “**Documents**”); and
- the service you access via the App, being the dispensing of beverages, including but not limited to juice, water, cold and hot beverages, from Zerica machines (each single serving of beverage being a “**Drink**”) in particular locations (the “**Services**”).

We license the use of the App, Documents and Services to you on the basis of these terms and subject to any rules or policies (“**Appstore Rules**”) applied by any appstore provider or operator from whose site you download the App (“**Appstore**”). We remain the owners of the App, Documents and Services at all times.

Important notice:

- **By downloading the App or clicking on the “Accept” button below you agree to the terms of the licence, as set out in these terms.**
- **By downloading the App or clicking on the “Accept” button below you confirm that you are aged 18 years or over or, if you are under the age of 18, that you have understood these terms and conditions and have obtained your parent’s or guardian’s consent to download the App and use the Services. If Zerica becomes aware that you are under 18 years of age and do not have your parent’s or guardian’s consent to download the App and use the Services then we may terminate your access to the App immediately.**
- **If you do not agree to the terms of this licence, we will not license the App and Documents to you and you must stop the downloading and installation process now.**
- **This does not affect your consumer rights in respect of an app, documents, services or goods that are defective.**

You should print or save a copy of these terms for future reference.

IT IS AGREED:

1. Acknowledgements

- 1.1. These terms apply to the App and the Services, including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those separate terms apply.
- 1.2. We may need to change these terms at any time to reflect changes in law or best practice or to deal with additional features which we introduce. We will notify you of a change when you next start the App and the new terms may be displayed on-screen. If you do not accept the notified changes you will not be permitted to continue to use the App or access the Services.
- 1.3. From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, request changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you

choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App or access the Services.

- 1.4. You will be taken to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.1.1 (the “**Devices**”) and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with these terms for the use of the App on or in relation to any Device, whether or not it is owned by you.
- 1.5. In these terms, any words following the terms “including”, “include”, “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related words.

2. Use of the App

- 2.1. In return for you agreeing to comply with these terms, you may:
 - 2.1.1. download or stream and install a copy of the App onto one or more Devices and to view, use and display the App on the Devices for your personal purposes only;
 - 2.1.2. use the Documents to support your permitted use of the App and the Service;
 - 2.1.3. receive and use any free supplementary software code or update of the App incorporating “patches” and corrections of errors as we may provide to you.

3. Licence restrictions

- 3.1. Except as expressly set out in these terms or as permitted by any local law, you agree:
 - 3.1.1. not to copy the App or Documents except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
 - 3.1.2. not to rent, lease, sub-license, loan, provide or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
 - 3.1.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App as permitted in these terms;
 - 3.1.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent expressly permitted by law;
 - 3.1.5. to include our copyright notice on all entire and partial copies you make of the App on any medium;
 - 3.1.6. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
 - 3.1.7. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

4. Acceptable use restrictions

4.1. You must:

- 4.1.1. not use the App or access the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system;
- 4.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or the Services;
- 4.1.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or the Services;
- 4.1.4. not use the App or the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 4.1.5. not collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services.

5. Communication between us

- 5.1. If you wish to contact us in writing, or if any condition in these terms requires you to give us notice in writing, you can send this to us by e-mail at info@zerica.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

6. Events outside our control

- 6.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**").
- 6.2. If an Event Outside Our Control takes place that affects the performance of our obligations under these terms:
 - 6.2.1. our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 6.2.2. we will use our reasonable endeavours to find a solution by which our obligations under these terms may be performed despite the Event Outside Our Control.

7. Other important terms

- 7.1. Each of the conditions of these terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 7.2. Please note that these terms, the contract's subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. If you have a problem with a matter under these terms, you may contact the European Online Dispute platform at [European Online Dispute Resolution Platform](#).

These terms have been entered into on the date that you downloaded and installed the App.