

## **Roasters Technologies SRL Mobile App Terms of Service**

These Terms of Service govern your use of cafemanager, our website located at <https://www.cafemanager.app>, and any related services provided by Roasters Technologies SRL.

When you create an cafemanager account or use cafemanager, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by Roasters Technologies SRL.

If you access or download cafemanager from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service; and/or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

We, Roasters Technologies SRL, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you through the app and/or the email address you provided when you created your account. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 31 January 2024.

### **Limitations of Use**

By using cafemanager and our website, you warrant on behalf of yourself, any entity who you represent who has entered into these Terms of Service, and your users that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer cafemanager or any materials and software contained within cafemanager or on our website;
2. remove any copyright or other proprietary notations from cafemanager or any materials and software contained within cafemanager or on our website;
3. transfer cafemanager or any of its associated materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use cafemanager or any of its associated services in a way that abuses or disrupts our networks or any other service Roasters Technologies SRL provides;

5. use cafemanager or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use cafemanager or its associated services in violation of any applicable laws or regulations;
7. use cafemanager to send unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user's consent; or
9. use cafemanager or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

### **Intellectual Property**

The intellectual property in the materials in cafemanager and on our website are owned by or licensed to Roasters Technologies SRL. You may download cafemanager, to view, use, and display the application on your mobile device for your personal use only.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or these Terms of Service, and may be terminated by Roasters Technologies SRL at any time.

### **Automatic Updates**

You give us permission to download and install updates to cafemanager on your device in accordance with your privacy preferences. This permission can be revoked at any time by deleting cafemanager from your device.

### **Liability**

cafemanager and the materials in cafemanager and on our website are provided on an 'as is' basis. To the extent permitted by law, Roasters Technologies SRL makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Roasters Technologies SRL or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use cafemanager, our website, or any other services provided by Roasters Technologies SRL or the materials in cafemanager, even if Roasters Technologies SRL

or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### **Accuracy of Materials**

The materials appearing in cafemanager or on our website are not comprehensive and are for general information purposes only. To the extent permitted by law, Roasters Technologies SRL does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in cafemanager or on our website, or otherwise relating to such materials or on any resources linked to cafemanager and our website.

### **Links**

Roasters Technologies SRL has not reviewed all of the sites linked to cafemanager or on its corresponding website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Roasters Technologies SRL of the site. Use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

### **Notice regarding Apple**

To the extent that you are using or accessing cafemanager on an iOS device, you acknowledge and agree to the terms of this clause. You acknowledge that these Terms of Service are between you and Roasters Technologies SRL only, not with Apple Inc. (Apple), and Apple is not responsible for cafemanager and any materials available in cafemanager.

Apple has no obligation to furnish you with any maintenance and support services with respect to cafemanager.

If cafemanager fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to cafemanager and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to cafemanager or your use of cafemanager, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using cafemanager, including any Usage Rules set forth in the Apple App Store Agreement of Service.

Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service.

You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **Right to Terminate**

We may suspend or terminate your cafemanager account and right to use cafemanager and these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

## **Severance**

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

## **Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of Cluj Napoca, Romania. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.