

General terms and conditions

1. Scope and definitions

These General Terms and Conditions ("GTC") govern the provision of all services offered by Cellsmaniak SA, Route de Tourbillon 5, 1950 Sion, Switzerland ("PROVIDER"), under the brand Veetamine, to its clients ("CLIENT").

Veetamine is a digital ecosystem designed to enable connectivity, data analytics, and payment solutions for professional coffee and vending machines.

The "Services" include, but are not limited to:

- Veetamine Platform (data visualization, telemetry, and reporting),
- QR Payment Service (cashless payment via QR code),
- API access and integrations with third-party systems,
- and any future digital features offered by the PROVIDER.

2. Services provided

The PROVIDER delivers digital services for machine connectivity, data access, monitoring, and payment enablement.

The detailed content, scope, and pricing of each service are defined in the individual Service Contract signed between the PROVIDER and the CLIENT.

3. Rights of use

The CLIENT receives a non-exclusive, non-transferable, and limited right to use the Veetamine platform and related services for the management of its own connected machines.

The CLIENT shall not reproduce, copy, distribute, sublicense, reverse-engineer, or otherwise modify the platform or its underlying software.

4. Pricing, invoicing & payment

All applicable service fees, transaction costs, manufacturer charges, and payment service

provider (PSP) fees are defined in the Service Contract.

Invoices are issued by the PROVIDER according to the agreed billing frequency and are payable within 30 days from the invoice date.

In case of late payment, the PROVIDER may suspend the Services with immediate effect until full payment is received.

Manufacturer-specific connectivity or platform fees (e.g., Franke Cloud Access) may be re-invoiced by the PROVIDER without surcharge.

The CLIENT remains solely responsible for its contractual relationship with the Payment Service Provider (PSP), including account creation, fund flow, and compliance. The PROVIDER is not part of this relationship and bears no responsibility for PSP operations or performance.

5. Data ownership & protection

Operational Data generated by connected machines belongs to the CLIENT. The CLIENT grants the PROVIDER a right to process such data for service delivery, performance improvement, and analytics, provided that any use for analysis or benchmarking is anonymized.

Personal Data (GDPR Data) collected through the platform or the QR Payment Service are processed in accordance with Swiss data protection law and the European General Data Protection Regulation (GDPR). Both PARTIES commit to implementing adequate technical and organizational measures to ensure data security and privacy.

6. Confidentiality

Both PARTIES shall treat as confidential all technical, commercial, and operational information obtained in connection with this contract.

This obligation remains in force during the contract and for a period of ten (10) years after its termination.

Confidential information may not be disclosed to third parties without prior written consent, unless required by law or judicial order.

Each PARTY shall ensure that its employees, subcontractors, and partners are bound by equivalent confidentiality obligations.

7. Intellectual property

All software, designs, trademarks, documentation, and other intellectual property related to the Veetamine platform remain the exclusive property of the PROVIDER.

The CLIENT does not acquire any ownership rights beyond those explicitly granted for service use. Reverse-engineering or extraction of source code is strictly prohibited.

8. Liability & force majeure

The PROVIDER undertakes to deliver the services with due care and according to best industry practices.

However, the PROVIDER shall not be liable for:

- indirect, incidental, or consequential damages,
- downtime or malfunction caused by the manufacturer's hardware or cloud,
- failures or delays resulting from third-party Payment Service Providers,
- or any event of force majeure beyond its reasonable control.

In case of force majeure, the affected PARTY shall promptly inform the other PARTY and take all reasonable steps to mitigate the effects of the event.

9. Term, renewal & termination

Unless otherwise stated in the Service Contract, the contract is valid for twelve (12) months and renews automatically for successive 12-month periods.

Either PARTY may terminate with three (3) months' written notice before renewal.

In case of non-payment exceeding 30 days, the PROVIDER may suspend the Services. Persistent non-payment exceeding 90 days entitles the PROVIDER to terminate the contract with immediate effect.

10. Hardship

If unforeseeable events beyond either PARTY's control render the performance of the contract excessively burdensome, the PARTIES shall enter into good faith negotiations to adapt the terms.

If no agreement is reached within 60 days, either PARTY may terminate the contract with 30 days' written notice.

11. Amendments & modifications

Any amendments, modifications, or additions to these GTC or the related Service Contracts must be made in writing and duly signed by both PARTIES.

The PROVIDER reserves the right to update these GTC from time to time. Updated versions shall be communicated to the CLIENT at least 30 days in advance and shall take effect unless the CLIENT objects in writing within that period.

In case of inconsistency between these GTC and a Service Contract, the latter shall prevail for the specific terms of the subscribed service.

12. Governing law & disputes

These GTC and all related contracts are governed by Swiss law.

The exclusive place of jurisdiction is Zurich, Switzerland.

13. Final provisions

The PROVIDER may, with prior consent, refer to the CLIENT's name and logo as a business reference in marketing materials or presentations.

Any conflicting or deviating general terms and conditions of the CLIENT are excluded.

If any provision of these GTC is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.