TERMS OF USE

1. Consent and Modification of the Terms of Use

1.1 Your access to and use of the websites of Nestlé Slovensko s.r.o., a division of Nespresso (hereinafter referred to as the Website and Nespresso) applies equally to companies affiliated with Nespresso and is governed by these terms of use (Terms of Use). By accessing, browsing or using the Nespresso Site, you acknowledge that you have read, understood and accepted without reservation these Terms of Use as amended by us.

1.2 If we decide to modify the Terms of Use, we will publish the new version on our website. Therefore, we encourage you to periodically review these Terms of Use to familiarize yourself with any changes.

2. Copyright and intellectual property

2.1 The content of our website and in particular, but not limited to, texts, brands, logos, diagrams, photographs, videos, sounds, music, layout, design, know-how, technology, products and production and organizational processes are the property of Nespresso or companies associated with it, or are used with the permission of the owners, and are therefore correspondingly protected by copyright, trademarks, patents and all other legal means of intellectual and industrial protection property that exists under applicable law.

2.2 Except as provided in Section 3 of these Terms and Conditions, nothing on our site shall be construed as granting a license or right to use any content on our website.

3. Use of the Website

3.1 The content of our website may be downloaded, displayed or printed solely for personal, non-commercial use, provided that any indication and notice of copyright or other proprietary rights will be retained and reproduced in any informational or other downloaded materials. Any other use, including reproduction, modification, distribution, transmission or broadcasting of the content of the Website, in whole or in part and in any way, is strictly prohibited, except with Nespresso's prior written consent.

3.2 Nespresso does not represent or warrant that the use of any content originating from its website will not infringe the rights of third parties.

4. Information not considered confidential

4.1 All personally identifiable data and information that users enter into the website on the Internet are protected and processed in accordance with Nespresso's Privacy Policy (link). Nespresso advises participants to read the Privacy Policy carefully before providing personally identifiable information and information.

4.2 Any other information or materials, including any data, questions, comments, suggestions, ideas, graphs, etc., communicated to Nespresso via the Internet, by electronic mail or otherwise, is not and will not be considered confidential or the exclusive property of the persons sharing such information. Whatever you place on the Nespresso website or send becomes the property of Nespresso and may be freely used for any purpose, including but not limited to reproduction, distribution, transmission, broadcasting and posting on the Internet. In particular, Nespresso has the

right to freely use any ideas, concepts, know-how or techniques found in any communication that has been sent to the website. This information and material may be used for any purpose, including but not limited to developing, manufacturing, advertising and marketing products that use such information. No remuneration shall be due to the persons who provided the information or to anyone else for such use.

4.3 By submitting the information, you represent and warrant that you are the owner of the material/content provided, that such material/content is not defamatory and that Nespresso will not infringe the rights of any third parties by using it. Nespresso is not obliged to use the information provided.

5. Disclaimer of Warranty

5.1 Without prejudice to Article 6 of these Terms and Conditions, all information and materials available on the Website are provided as available and without warranty of any nature, express or implied. Nespresso is also not responsible, for example, but not exclusively, for merchantability or fitness for any purpose.

5.2 Nespresso is not responsible for ensuring that the content of the Website meets the expectation of users that the Sites will be available around the clock, timely, securely and the information will be correct.

5.3 Some legal advice may not allow some of these restrictions and some of the above restrictions may not apply to you.

5.4 Neither advice nor information, provided orally or in writing, obtained from Nespresso or through the use of services available on the Website warranties any warranties relating thereto not expressly provided in these Terms of Use.

6. Limitation of Liability

6.1 You access, use and browse the Website at your own risk and risk.

6.2 The User acknowledges and agrees that, within the limits of legal possibilities, neither Nespresso, any of the affiliated companies nor any other entity involved in creating, producing or maintaining the Website shall be liable for direct, indirect or other damages, damage to goodwill, costs incurred, losses, reduction of turnover or profits or liability of any kind (even if that Nespresso knew or could have known about the occurrence of such damage) that the User could incur as a result of accessing or using the Website or its content or, conversely, the inability to use the Website or its content.

6.3 All materials downloaded or otherwise obtained by the User during the use of the Website are obtained at their own risk and risk. Nespresso shall not be liable for any damage or infection of users' computer equipment or other damage to property caused by accessing, using or downloading any material from the website. It also assumes no liability for any unlawful intrusion or interference with information systems.

6.4 Nespresso reserves the right to discontinue or cancel any or all functions of its website. Nespresso shall not be liable for any interruption or cessation of any or all functions of its website caused by acts or omissions of Nespresso or third parties.

7. Modification of information

7.1 The Website may contain inaccuracies or errors. Nespresso reserves the right to make changes, corrections and/or improvements to the content at any time and without prior notice, but is under no obligation to make such modifications.

8. Availability of products/services

8.1 The Websites may contain information about Nespresso products and services worldwide and not all products and services are available in all markets. A reference to a Nespresso product or service on the Website does not necessarily imply that such product or service is or will be available in your location.

9. References

9.1 As a service to visitors, the Website may contain hyperlinks to other sites that are not controlled or controlled by Nespresso. Nespresso is not responsible for the content, legality, accuracy or functions of such sites.

9.2 The creation of hyperlinks on the Website without the prior written consent of Nespresso is prohibited.

10. Common provisions

10.1 These Terms of Use constitute the entire agreement regarding access to and use of the Website and its content concluded between Nespresso and the Website User. Any other terms or rules issued by Nespresso that govern the relationship between Nespresso and the website user regarding any service or purchase of products supplement these Terms of Use; in the event of a conflict between them and other rules or conditions, other terms and conditions shall prevail over these Terms of Use.

10.2 The fact that Nespresso tolerates a breach of any of the user's obligations set out in the Terms of Use or does not enforce its right under the Terms of Use or by law cannot be construed as waiving or enforcing such rights of Nespresso.

10.3 In the event that any provision of these Terms of Use conflicts with any law or regulation, present or future, or a court decision, such provision shall be deemed inapplicable. All other provisions of the Terms of Use shall remain valid and effective.

10.4 The headings of individual provisions of the Terms of Use are used for clarity and do not change or modify the Terms and Conditions in any way.