

# Koppie Koppie Koffie Abonnement

## General Terms and Conditions

1.2 | July 2022

These are the general terms and conditions of **HMSHost Nederland B.V.**, having its registered office at Evert van de Beekstraat 364, G. Outlook, Toren D, 1118 CZ, Schiphol and registered in the commercial register of the Chamber of Commerce under number 61860263 (hereinafter: '**De Broodzaak**').

The provisions of these general terms and conditions (hereinafter: '**General Terms and Conditions**') apply to every agreement between you and De Broodzaak (hereinafter: the '**Agreement**') for the use of the 'Koppie Koppie Koffie Abonnement' subscription offered by De Broodzaak and the related (web) application (hereinafter: the '**Service**'). The Service is only available for natural persons not acting in the practice of a profession or operation of a business.

### **Artikel 1. Establishment and accounts**

- 1.1. The Agreement between you and De Broodzaak is established at the moment you create an account via the (web) application or website (hereinafter collectively: the '**(Web) App**') provided for the Service and receive the subsequent confirmation from De Broodzaak, automatically generated or otherwise.
- 1.2. You must keep the login details you enter upon account registration strictly secret and not share these with others. De Broodzaak can assume that every action that takes place via your account is performed under your direction and supervision. You are therefore personally responsible for all these actions and you must notify De Broodzaak immediately and change your password without delay if someone discovers your login details or you suspect that is the case.

### **Artikel 2. Taking out and cancelling the Subscription and costs**

- 2.1. After or during account registration and the establishment of the Agreement, it is possible to take out a paid subscription via the (Web) App which allows you to collect a hot drink from De Broodzaak outlets several times per day, on condition of advance payment and in accordance with these General Terms and Conditions and the offer (the '**Offer**') selected by you in the (Web) App (hereinafter: the '**Subscription**').
- 2.2. The Subscription is established by going through the order process in the (Web) App. The Subscription is for an indefinite period of time.
- 2.3. A monthly fee paid in advance in the amount shown in the Offer is owed for the Subscription. You must pay the first month's fee immediately during the order process via one of the payment methods offered for this in the (Web) App, after which you can make use of the Subscription immediately. All subsequent monthly fees are collected by automatic debit on the first day of every new month counted from the start date of your Subscription (hereinafter: '**Subscription Month**'). You must provide the information and payment authorisations required for this during the order process.
- 2.4. All prices are quoted in euros and include turnover tax and other government taxes. If you have not made the advance (periodic) payment, you cannot make use of your Subscription.
- 2.5. You must ensure each time that you have adequate funds in the bank account from which the automatic debit takes place. If a debit cannot take place, you must pay the amounts charged by De Broodzaak by manually instructing a bank transfer before the end of the expiry period.

- 2.6. You can at any time indicate via the (Web) App that you wish to stop your Subscription after your current Subscription Month ends. In that case, you will be able to continue using the Subscription for the full Subscription Month in progress at that point and it will end when the Subscription Month ends.
- 2.7. When taking out the Subscription, you explicitly agree in advance to the fact that De Broodzaak will commence performing the Subscription immediately after the Subscription has been taken out. You hereby also explicitly declare that you waive your right to revocation as soon as De Broodzaak performs the Subscription.

### **Artikel 3. Cancellation of Agreement**

- 3.1. You can cancel the Agreement immediately at any time by deleting your account via the (Web) App. In that case, effective immediately you will no longer be able to use the Service or any current paid Subscriptions, which will be stopped at that point. If you cancel the Agreement, you will not be entitled to any refund of unused portions of paid Subscriptions.
- 3.2. Without prejudice to any other rights and remedies under the Agreement and the law, De Broodzaak is entitled to cancel or suspend the Agreement if you act in violation of one of your obligations under the Agreement and this violation is irreparable or - if the violation is reparable - you fail to undo this violation within a period of fourteen (14) calendar days after having been given written notice of default to this end.
- 3.3. De Broodzaak is at all times entitled to cancel the Agreement with due observance of a period of thirty (30) days.

### **Artikel 4. The Koppie Koppie Koffie Subscription**

- 4.1. Provided a current paid Subscription is in place, you can use the QR code shown in the (Web) App to order one (1) of the hot drinks contained in Appendix 1 five (5) times per day from one (1) of the affiliated outlets listed in Appendix 1, with a minimum interval of thirty (30) minutes after each order. You can also combine the hot drink each time with at most one (1) of the extras contained in Appendix 1. The costs of the hot drink(s) and extras are deemed to be included in the monthly fee that you pay for the Subscription.
- 4.2. In supplement to the rules of use contained in Artikel 5, you guarantee that you will not abuse the Subscription. More specifically, you guarantee that you will make strictly personal use of the Service and the Subscription and will not allow persons other than you to order hot drinks using coupons and codes provided under the Subscription (via the (Web) App or otherwise).
- 4.3. De Broodzaak takes (control) measures to insure that the previous paragraph of this clause is not violated, to ascertain any fraud and to prevent the Subscription from being shared with others. These kinds of measures can include automated checks of distance and time between two orders.
- 4.4. If De Broodzaak ascertains a violation as referred to in the previous paragraph of this clause, it will notify you and provide you with evidence of the violation, after which you will be given seven (7) days to submit a reasoned objection and submit any counterevidence. If you have not submitted a reasoned objection within the period of seven (7) days or if it emerges that there has indeed been a violation, De Broodzaak is immediately entitled to cancel the Agreement. This applies also for violations that have taken place under a Subscription taken out earlier, regardless of any interval in between. De Broodzaak can also opt to only give you a warning.

**Artikel 5. Rules of use**

- 5.1. You guarantee that you will not use the Service or (Web) App for activities in breach of any applicable laws or regulations.
- 5.2. If De Broodzaak determines that the Service and/or (Web) App has been or is being used in violation of the previous paragraph of the clause, De Broodzaak is entitled to take measures to stop the violation, including but not limited to temporarily or permanently blocking your account or cancelling the Agreement.
- 5.3. When using the Service and the (Web) App, you will refrain from causing nuisance for other customers or internet users or causing damage to systems or networks of De Broodzaak or other customers. You are prohibited from starting up processes or programs, via De Broodzaak's systems or otherwise, which you know or can reasonably suspect will cause nuisance or damage to De Broodzaak, its customers or other internet users.
- 5.4. If, in De Broodzaak's opinion, there is a danger of nuisance, damage or some other danger to the functioning of the computer systems or network of De Broodzaak or third parties and/or the service provision via internet, in particular by excessive sending of email or other data, (distributed) denial-of-service attacks, poorly secured systems or the activities of viruses, Trojans or similar software, De Broodzaak is entitled to take all measures it deems reasonably necessary to fend off or prevent this danger. De Broodzaak can recover from you the costs reasonably necessary in connection with these measures.
- 5.5. If you are a consumer, direct intervention by De Broodzaak as referred to in this Artikel 5 is only possible in the form of the deletion or blockade of unlawful materials. De Broodzaak's statutory (suspension) rights still remain fully in effect.

**Artikel 6. Availability and maintenance**

- 6.1. De Broodzaak will endeavour to ensure that the Service and (Web) App are available without interruption, but give no guarantees in this respect.
- 6.2. De Broodzaak will perform maintenance on the Service and the (Web) App from time to time. Such maintenance will, if possible, be announced in advance and be performed at a time when relatively little use is being made of the (Web) App.
- 6.3. De Broodzaak can adapt the functionality of the (Web) App from time to time. Your feedback and suggestions in this respect are welcome; De Broodzaak will ultimately decide itself what changes are made, however.

**Artikel 7. Intellectual property and right of use**

- 7.1. All intellectual property and other property rights relating to the Service and the (Web) App are vested in De Broodzaak and/or its licensors. For the term of the Agreement, in this regard you are only granted the limited, non-exclusive, non-transferable, non-sublicensable right to use the Service and the (Web) App, to the extent necessary for the performance of the Agreement.
- 7.2. All intellectual property and other property rights relating to information submitted by you in the context of the performance of the Agreement are vested in you. De Broodzaak receives in this respect only the limited, non-exclusive, transferable and sublicensable rights of use, to the extent these rights are strictly necessary for the performance of the Agreement.
- 7.3. The previous paragraph of the clause does not apply to any feedback or suggestions you (voluntarily) submit to De Broodzaak. De Broodzaak receives from you an unlimited, irrevocable right of use to use this information and these suggestions to improve the Service and the (Web) App.

**Artikel 8. Privacy and data protection**

8.1. The use of the Service and (Web) App can involve the processing of personal data as referred to in the General Data Protection Regulation. Information on this processing can be consulted via De Broodzaak's privacy and cookie policy. This policy can be found at [www.debroodzaak.nl](http://www.debroodzaak.nl)

**Artikel 9. Change in terms and conditions and prices**

9.1. De Broodzaak has the right to adjust these General Terms and Conditions and any pricing applicable to the Service at any time.

9.2. De Broodzaak will announce such changes in writing and/or via the (Web) App at least thirty (30) days before they take effect. If you do not wish to agree to the particular changes, you must cancel the Agreement before the effect date by deleting your account. Use of the Service and/or de (Web) App after this date will be regarded as acceptance of the changes.

9.3. Changes in your favour, such as an expansion in the number of affiliated outlets and/or hot drinks included in Appendix 1, can take place at any time without any notification period being observed.

9.4. If a price change as referred to in paragraph 1 of this clause occurs within three (3) months after the initial start date of the Subscription, you have the right to terminate the Subscription with effect from the price change taking effect.

**Artikel 10. Other provisions**

10.1. Dutch law is applicable.

10.2. Any disputes arising from or in connection with the Agreement will be put before the competent court in the district where De Broodzaak has its registered office. If you are a consumer, any disputes will be put before the competent court in the district where you reside.

10.3. If any provision from this general terms and conditions emerges to be invalid, this will not affect the validity of the entire general terms and conditions. In that case, you and De Broodzaak will determine new replacement provision(s) which will give effect to the intention of the original provision as far as legally possible.

10.4. "Written/in writing" in this Agreement also denotes email and communication via the (Web) App, provided the identity of the sender and the integrity of the contents is adequately established.

**Artikel 11. Contact details**

11.1. For questions, complaints or comments concerning these General Terms and Conditions, you can contact us using these details:

**HMSHost Nederland B.V.**

Evert van de Beekstraat 364

G. Outlook, Toren D

1118 CZ Schiphol

[Feelgood.nederland@hmshost.net](mailto:Feelgood.nederland@hmshost.net)

11.2. It is also possible to file a complaint through the European Dispute Resolution Platform, accessible at <http://ec.europa.eu/odr/>.

## Appendix 1 | Affiliated outlets and hot drinks and extras included

### Affiliated De Broodzaak outlets

Location	Address		
Arnhem Centraal	Stationsplein 156	6811 KL	Arnhem
Amsterdam Centraal Midden Tunnel	Stationsplein 35 a	1012 AB	Amsterdam
Amsterdam Centraal West Tunnel	Stationsplein 5, Westtunnel	1012 AB	Amsterdam
Amsterdam Sloterdijk	Orlyplein 99	1043 DT	Amsterdam
Amsterdam Zuid	Zuidplein 10	1077 XV	Amsterdam
Breda	Gravinnen van Nassauboulevard 29	4811 BN	Breda
Dordrecht	Stationsplein 2 A	3311 JV	Dordrecht
Delft	Stationsplein 9	2611 BV	Delft
Ede-Wageningen	Stationsplein 8	6711 PN	Ede-Wageningen
Eindhoven	Stationsplein 22 01	5611 AD	Eindhoven
Den Haag Centraal	Koningin Julianaplein 10	2595 AA	The Hague
Haarlem	Stationsplein 11	2011 LR	Haarlem
Den Bosch	Stationsplein 163	5211 BP	Den Bosch
Nijmegen	Stationsplein 6	6512 AB	Nijmegen
Tilburg	Spoorlaan 45	5038 CB	Tilburg
Utrecht Centraal Jaarbeurszijde	Stationszijde 11B	3511 CE	Utrecht
Den Haag Laakhaven	Waldorpstraat 19B	2521 CA	The Hague

### Hot drinks and extras included

Coffee
Flat White
Latte Macchiato
Café Creme
Café au Lait
Espresso
Cappuccino
Cappuccino Strong
Espresso Doppio

Tea
Tea BZ
Tea Fresh Mint

Hot chocolate
Hot Chocolate

<b>Extras (shots)</b>
Vanilla Syrup
Caramel Syrup
Plant-based milk
Extra Shot Espresso