

## TERMS OF USE FOR ONLINE SERVICES

These Terms of Use for Online Services ("Terms") describe the terms that apply to the use of online services provided by Smoothie Heaven Oy and Fruit Scale Ab under the brand name Jungle Juice Bar. The online services may also have other service-specific terms that you must accept separately. If these Terms conflict with the Service-Specific Terms, the Service-Specific Terms will take precedence over these Terms.

For the purposes of these Terms, online services refer to the websites, online stores and mobile applications, such as the Jungle Juice Bar -application ("Online Services") operated by Jungle Juice Bar.

By using the Online Services, you agree to be bound by these Terms.

### 1. CONTACT DETAILS OF THE SERVICE PROVIDER

Smoothie Heaven Oy

Business ID: 2347509-2  
Kaivokatu 10 B, 00100 Helsinki  
+358 50 463 8583 (weekdays 9-16)  
[info@junglejuicebar.com](mailto:info@junglejuicebar.com)

Fruit Scale Ab

Fruit Scale Ab c/o Accountor Ab,  
Box 1126, 11343 Stockholm  
+358 50 463 8583 (arkisin 9-16)  
[info@junglejuicebar.com](mailto:info@junglejuicebar.com)

### 2. TRANSACTIONS IN ONLINE SERVICES

The online store and the Jungle Juice Bar -application are open to all customers aged 18 and over with a working email address and mobile phone number. Persons under the age of 18 must obtain the consent of a parent or other legal guardian to use the Online Services.

### 3. INTELLECTUAL PROPERTY RIGHTS

All content and material available on the Online Services, such as trademarks, trade names, product information and images, are subject to copyright and other intellectual property laws and belong to Jungle Juice Bar or its affiliates and business partners.

Use of the Online Services is permitted only for personal use in accordance with these Terms, and even partial copying, publication, reproduction, transfer, making available to the public, reproduction, distribution or any commercial exploitation without the permission of Jungle Juice Bar is prohibited.

Jungle Juice Bar reserves all rights to its intellectual property and the exercise of such rights always requires the written consent of Jungle Juice Bar.

#### **4. THIRD PARTY SERVICES AND TERMS**

The online services contain links to sites and services owned and operated by third parties. In addition, the Online Services utilise third party functionalities and features. These third-party services, functionalities and features are subject to the terms and conditions of these third parties.

Jungle Juice Bar shall not be liable for the actions, content or functionality of such third parties, for any disruption or error caused by them, or for any other related or consequential damages.

#### **5. PRICES AND PRODUCT INFORMATION**

Product prices are valid until further notice or for the period specified in the product information (for example, Promotional Products). Product prices include VAT.

Smoothie Heaven strives to keep the price information and product information presented in the Online Services up-to-date and correct, but does not guarantee the accuracy of the information or the availability of the products and is not responsible for them. If the price displayed in the Online Services has been clearly incorrect, Jungle Juice Bar reserves the right to terminate the contract. The price has been clearly incorrect, at least when it differs significantly from the normal price level of a similar product or when the customer should otherwise have understood the price to be incorrect (e.g. if the price is EUR 0.00).

#### **6. ORDERING AND PAYMENT**

Placing an order in the online store does not require registration, but providing personal information marked as mandatory is a prerequisite for placing an order. The customer is responsible for ensuring that the information provided is correct, accurate and up to date. Orders and pre-orders through the Jungle Juice Bar -application require registration. A binding order for a customer is created when the customer sends his order.

In Online Services, products are paid for before ordering them. The online store's payment methods can be found in the online store. In the Jungle Juice Bar, you can pay with the balance loaded in the application or with other payment methods in force at the time. The customer will receive a confirmation of their orders either at the email address provided or at the Jungle Juice Bar.

VISMA acts as the provider of the payment intermediation service and the payment service provider.

#### **7. PRE-ORDERS THROUGH JUNGLE JUICE BAR**

A registered customer can collect and pay for a pre-order through the Jungle Juice Bar - application. The order can be picked up directly from the selected Jungle Juice Bar location. Pre-order requires payment of the order in full with the balance uploaded to the Jungle Juice Bar -application before picking up the order.

The customer must choose a pick-up time for the pre-order, which can be no earlier than 15 minutes from the pre-order and no later than 15 minutes before the closing time of the applicable Jungle Juice Bar outlet. The Jungle Juice Bar -application automatically displays the available pick-up times. When pre-ordering, you can choose to use the prizes you have redeemed for your purchase or other offers from Jungle Juice Bar. Pre-orders also accumulate coconuts in the loyal customer's account.

Pre-ordering is binding on Jungle Juice Bar only after Jungle Juice Bar has received and accepted the pre-order. The customer can follow from the Jungle Juice Bar -application when the pre-order can be picked up. If the customer has allowed the notifications in the Jungle Juice Bar -application, the customer will receive a separate notification of the completion of the pre-order.

Jungle Juice Bar will endeavor to make the order ready for the customer by the pick-up time specified in the pre-order. During urgent times, it may take longer than usual to prepare the pre-orders, and the pre-order may not be available for pick-up immediately at the selected pick-up times. Jungle Juice Bar is not responsible for late pre-orders, unless otherwise required by applicable law.

A pre-order made through the Jungle Juice Bar -application is binding on the customer and the customer must pick up his pre-order at the agreed pick-up time. Pre-orders are stored at Jungle Juice Bar locations for 25 minutes from the agreed pick-up time to ensure product safety, but no later than the closing time of the Jungle Juice Bar location. The customer has no right of withdrawal in the distance sale of food and other similar perishable products.

The pre-order is identified by the customer's name, which entitles the customer to pick up the pre-order from the selected Jungle Juice Bar location. Jungle Juice Bar is not responsible for non-collected pre-orders and the customer is not entitled to a refund for a late or non-collected pre-order.

Pre-orders can be picked up from Jungle Juice Bar locations at specially marked locations without queuing at checkout.

## **8. UPLOADING AND PAYING WITH BALANCE IN THE JUNGLE JUICE BAR - APPLICATION**

A registered customer can top up the balance in the Jungle Juice Bar -application with online banking IDs, Mobile Pay or a credit card. The customer can also send a gift card, ie the balance, to another person registered in the Jungle Juice Bar -application. The customer can see their

own balance by pressing the Balance -button in the Jungle Juice Bar -application. The amount of the gift card sent to another person is shown as an increase in the recipient's balance.

The uploaded balance allows the customer to pay for their purchases at Jungle Juice Bar locations and in the Jungle Juice Bar -application

## **9. SUPPLY OF OTHER PRODUCTS**

The products will be delivered in the online store to the e-mail address provided by the customer (e-gift card) or to the postal address (bags and other possible physical products).

The customer has the right to invoke his rights under the Consumer Protection Act due to delays in the delivery of products. However, Smoothie Heaven will not be liable for a delay if the delay is due to a reason on the part of the customer, such as the customer not being present at the agreed pick-up time or the customer providing incorrect contact details or not changing their contact details.

## **10. LIABILITY AND LIMITATION OF LIABILITY OF JUNGLE JUICE BAR**

Jungle Juice Bar does not guarantee the uninterrupted or error-free operation of the Online Services and is not responsible for their availability. Jungle Juice Bar reserves the right to temporarily deactivate the Online Services or any service or part thereof, for example due to the maintenance of the webpages or the maintenance of the hardware. Subject to applicable law, Jungle Juice Bar shall not be liable for any damages resulting from the use of the Online Services, their blocked use or any other related reason. Jungle Juice Bar reserves the right at any time without notice and for any reason to change the Terms of Use of the Online Services or the features, appearance, content, availability and services of the Online Services or other features of the Online Services.

Jungle Juice Bar strives to ensure that the benefits, discounts and rewards offered to customers are correct and up to date. However, Jungle Juice Bar does not warrant that all offers, discounts and prizes received through the Online Services will always be available at all Jungle Juice Bar locations.

Jungle Juice Bar is responsible for product defects in accordance with applicable consumer protection laws. If a defect is found in the products, Jungle Juice Bar will primarily endeavor to correct the defect within a reasonable time or to replace the defective product with a defect-free product.

The products offered may vary between different Jungle Juice Bars. If it appears that the product ordered by the customer has run out despite the availability information provided in the Online Services, Jungle Juice Bar will immediately notify the customer using the contact information provided by the customer. If the ordered product is otherwise out of stock or the product cannot be delivered, Jungle Juice Bar will reimburse the customer in full for the price paid for the product and the sale will be deemed to have been canceled for that product. However, if the customer wants to keep the transaction valid, the customer has the option to accept a longer delivery time or a replacement product.

Complaints about the products must be made without delay directly to the relevant Jungle Juice Bar office or to the address mentioned in section 2 of these Terms.

The online services and their content are provided to the customer “as is”. Jungle Juice Bar is not responsible for errors, omissions or other defects in the content transmitted on the Online Services. Jungle Juice Bar does not guarantee the availability of the Online Services or its uninterrupted or error-free operation. Jungle Juice Bar shall not be liable for any costs, losses or other possible direct or indirect damages that may result from the use of the Online Services or the information provided on the Online Services, subject to any law.

Jungle Juice Bar is not responsible for problems with the Online Services due to exceptional circumstances such as fires, floods, demonstrations, wars or war-like situations, storms, vandalism, accidents, administrative restrictions, strikes or the like.

## **11. PROCESSING OF PERSONAL DATA AND COOKIES AND OTHER SIMILAR TECHNOLOGIES USED IN ONLINE SERVICES**

Jungle Juice Bar takes care of the processing of personal data in accordance with the applicable data protection legislation in the ways described in more detail in a separate privacy statement. Online services utilize cookies and other similar technologies. These are used for session management, visitor tracking, and advertising, among other things.

You can find out more about our privacy practices, cookies and other similar technologies in the Jungle Juice Bar's separate privacy statement, which is available at the Online Services.

## **12. APPLICABLE LAW**

The online services and these Terms are governed by Finnish law, except for the provisions concerning the choice of law.

Any disputes concerning the use of the online services will be resolved primarily through negotiations between the parties.

If disputes cannot be settled amicably, they will be settled in the Helsinki District Court. The consumer may also bring an action in the district courts of the place in which the consumer has one's residence or refer the dispute to the Consumer Disputes Board. Before taking the matter to the Consumer Disputes Board, the consumer must contact the Consumer advice. The European Commission also provides an online dispute resolution platform specifically for consumers in other EU countries.

