

# Brewie - FAQ & Support

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# Shipping

## Shipping

### **Can I order my Brewie to anywhere in the world?**

As of now, Brewie B20s and accessories are available in Australia, Canada, the European Union, Iceland, New Zealand, Norway, Switzerland, the United Kingdom and the United States. Shipping is also possible to other countries, in cases of special requests - for more information, contact us!

### **From where do you ship the Brewies?**

Brewie B20s are manufactured at and shipped from Taiwan.

### **What is the estimated delivery time for the Brewies?**

We are working with a three-month-long schedule, so whenever you order your Brewie B20, we ship it to the destination country in three months.

### **What is the estimated delivery time for accessories or Brewie Pads?**

Brewie Pads and accessories are currently assembled in Australia, Hungary and the US - which helps with a fast delivery of 2-3 weeks from finalizing your order. If your Brewie has not yet been shipped or if you have just purchased it, you'll most probably receive the Pads along your Brewie. For more precise delivery times, stay informed on the accessories page.

[Information on Brewie Pads](#)

[Information on Accessories](#)

### **Can I expect my Brewie with other purchased Brewie equipment?**

Unfortunately, no – wherever you ordered your Brewie B20, accessories are assembled in the site closest to you, while Brewie B20 manufacturing stays in Taiwan.

### **My Brewie arrived damaged - what should I do?**

If you receive your Brewie B20 with damages, please, always take a few photos of the machine and send them to Brewie Customer Service. We will inform you on how to proceed with using your warranty.

## **Software & App**

### **Software & App**

#### **What software runs on the Brewie?**

Brewie B20s use a unique software, developed by the Brewie team for the purpose of helping you with the easiest way for homebrewing.

#### **How do I update the Brewie software?**

Once connected to the Internet, the software will automatically update itself. You can check the currently running version once the update window pops up.

### **How do I connect my Brewie to the Internet?**

When turned on for the first time, Brewie will ask for connection on all available networks. Once connection is chosen and it connected, Brewie will remember the security code and will automatically connect to the same network every time it is turned on again.

Please note that the password does not include any special characters and that you use a safe network.

### **Where can I find the Brewie application?**

The Brewie application is now only available to Brewie owners. If you are owner send an email to [support@brewie.org](mailto:support@brewie.org) to receive an invitation to the app. Please send an email address and your mobile phone's OS (Android or iOS).

### **Can I connect my Brewie to my phone or tablet?**

Once the Brewie application is ready, you'll be able to download it to either your phone or tablet, be it Android or IOS.

### **I can not connect to any networks. What should I do?**

If your connection does not work, we recommend you to check your network's encryption - Brewie B20s can handle WPA PSK, WPA2 PSK, WEP or open encryption, but not others. Also check if your Wi-Fi password needs any special characters - Brewie can only use characters in the English alphabet.

You may try 3 further things. Try sharing your phone's Internet with your Brewie and see if that works. Another option: you can buy a USB transformer and connect your Internet cable to the machine directly.

[Please check a USB ethernet adapter by following this link.](#)

Also, you may use the machine offline. When you see the listed Wi-Fis, there's a yellow button offering the option "USE OFFLINE".

As for how to create a hotspot using your phone, please follow [this link](#).

### **Can I use my Brewie offline?**

Yes, of course! You can decide any time that you do not wish to connect to your network and start using the Brewie B20 in offline mode.

### **My Brewie started updated itself and does not continue to any other windows. What should I do?**

Since Brewie automatically connects to a network previously deemed safe, it might not sense that the network has no data traffic. In these cases we advise to check your network and restart the Brewie once data traffic resumed. If the issue did not solve, we advise to use an ethernet/USB cable to connect your Brewie B20 directly to your router, ensuring the data traffic it needs.

## **Purchasing at Brewie**

# Purchasing at Brewie

## How can I purchase my Brewie?

Brewie B20 is available at the Brewie Shop. [Click here to check it out!](#)

## Can I buy accessories or Brewie Pads?

Of course you can! Check the Brewie Shop for more information [on accessories](#) or [different Brewie Pads](#).

## Can I purchase a Brewie anywhere in the world?

As of now, Brewie B20s are available in Australia, Canada, the European Union, Norway, Switzerland, the United Kingdom and the US.

## Can I adjust currencies to my location?

Right now, we are using USD for all purchases, independent of where you're residing. We'll expand options to Euro and – if requests become frequent – to other currencies.

## Do I receive a receipt after purchase?

Yes, of course! Once you finalize your order, you'll receive an automatic message which includes your purchase information and a receipt for your purchas(es).

## Is there a warranty on Brewie?

Brewie has a warranty of 18 months, which naturally starts counting on the day you receive your Brewie. This timeframe differs in countries which defines longer minimum warranty times on a

legal basis.

### **Do the Brewie Pads expire?**

Unfortunately, everything expires. However, Brewie Pads have a lifetime of approximately 6 months – but it will be displayed on their packaging, naturally. However, make sure that neither the malt, nor the hops are exposed directly to sunlight – it can fasten up the expiring process.

### **My purchase was unsuccessful - what went wrong?**

If a purchase was unsuccessful, it might have been only an administrative issue. Please, contact Brewie Customer Service and state the error message you received - from then, we'll be able and happy to help you!

### **I've ordered Brewie Pads weeks ago but I've still not received them.**

Sending out the Brewie Pads and other accessories will always wait until delivery of your Brewie B20 is imminent - thus not making you store a number of boxes and other equipment without using them. Brewie Pads and accessories are sent out to arrive around the same time as your Brewie B20.

If you do not wish your Pads to wait until your Brewie B20 arrives, please state so in a message to the Brewie Customer Service.

### **I've not yet seen this payment method. What is Barion?**

Don't worry - Barion is a perfectly safe way to pay for any purchases. [Learn more about it on their webpage!](#)

### **I have not received any confirmation of my purchase in the Brewie Shop.**



We are working with automated e-mails sent out from our internal system. Please, check out the spam folder of your e-mail account (with which you've purchased the products), or check if the account has any remaining storage space.

## How Brewie works

### How Brewie works

#### How does Brewie work?

To see how the Brewie B20 works, we recommend you visiting our Knowledge Center, in which everything is written down. [You can check the progress here.](#)

#### How do I set up my Brewie?

About setting up the Brewie B20 you can also learn in the Knowledge Center, [by clicking here.](#)

#### Is the beer ready when Brewie finishes?

Brewie goes through all steps of the traditional beer brewing process. However, fermentation is a multiple-variable phase, which changes from beer type to beer type. Thus fermentation should be done outside the Brewie in equipment produced especially for fermentation.

#### How much wort can I make with Brewie?

Brewie B20s are able to brew you 10-20 liter batches if the water volumes are well-adjusted. You can learn more about that in the Knowledge Center's [User Manual](#) or [Starter's Guide chapters](#).

### **From where does Brewie receive the water it uses?**

You can add water to Brewie automatically (with our high-pressure water hose connected to your household water system) or manually (by adding pre-measured volumes yourself at the indicated phases). Please, always check if the high pressure water inlet is connected before starting an automatic program. Keep in mind that cooling in the Brewie is automatic and needs the cooling water inlet to be connected to work properly.

Learn more about it in the [User Manual](#).

### **Can I connect my Brewie to any water source?**

When ordering a Brewie B20, you will receive the water inlet hose with a connection that is used globally. Customers in the US will receive a plug adjustment to make an easy connection possible.

Please, make sure that your water pressure and water quality is also appropriate for brewing. If you have no knowledge of these, we recommend checking your local water provider's webpage.

### **What are all these accessories that arrive with my Brewie?**

The Brewie includes 4 hop cages, a false bottom and three water hoses. The package also includes three spare Standard Brewie Bags for your fermentables and a sponge to help with cleaning the machine and accessories. You can learn more about them the [Starter's Guide](#).

### **Can I just connect Brewie and start brewing at once?**

Please, don't do that. Brewie is a user-friendly, but complicated machine. To make sure that everything is in order, please, never leave out the First Safety Clean, the calibration and an unclogging programs before starting your first batch. The first two programs are crucial for a successful brew, and the latter is a precautionary measure – the tubes inside might stuck in on themselves during the shipping period.

### **OK, I've done these programs - can I now start brewing?**

Before you start any brew, make sure that the false bottom is in the mashing tank - you need to place the malt on it to avoid burning the malt. Also, always put the malt in an intact Brewie Bag, to avoid clogging the inner tube system. All Brewies arrive with three Standard Brewie Bags, which can be used up to 20 times. Also, the Brewie Pads will also include a single-use bag that will contain your malt for one use.

### **How does Brewie mash the malt?**

Brewie heats up water in its boiling tank and pours it over the malt in the mashing tank, where it executes the different mashing steps. Check how Brewie works in the **User Manual** of the Knowledge Center.

Learn more about how the Brewie B20 works in the [User Manual](#).

Or [check our video](#) about the Brewie B20's brewing method.

### **Does Brewie grind the malt?**

No, it doesn't - always use ground malt when you brew. With the Brewie technology, we recommend using a 0,7 mm distance if you use dual-cylinder methods to grind your malt.

### **Can Brewie sparge?**

Yes, absolutely! Brewie heats up the sparging water in the boiling tank, while mashing is in effect. After the mashing phase ends, Brewie pours the sparging water over the malt to wash out the remaining sugars.

Learn more about how the Brewie B20 works in the [User Manual](#).

Or [check our video](#) about the Brewie B20's brewing method.

### **How does Brewie hop the wort?**

The Brewie B20 has four separate hop cages of which all can be programmed to start washing through the hops inside at a different time. The first hop tank will be used through the whole phase while other tanks will be added when the programmed timeframe **is left** from the whole process.

Learn more about how the Brewie B20 works in the [User Manual](#).

Or [check our video](#) about the Brewie B20's brewing method.

### **Can I boil before adding the hops?**

Yes, you can. You only have to opt for Delayed hopping and add how long you wish to boil the

wort before adding the hops.

Learn more about how the Brewie B20 works in the [Starter's Guide](#).

Or [check our video](#) about the Brewie B20's brewing method.

### **Is the Brewie able to perform any unconventional or extra brewing methods?**

The Brewie is not yet ready to do First Wort Hopping or Decoction Mashing - we're working on the method of realizing these special processes.

### **Can I double mash?**

Right now, you can't. We are developing methods to let you brew with multiple malt bags, giving you the option of multiple mashing.

### **Can I add extra ingredients to my brew?**

With caution, you can. Never forget that the Brewie's inner tube- and valve system is prone to clogging by any material that gets inside the machine without a (literal or no) „safety net”. Always use a hop cage, a hop sock or any similar equipment to prevent chunks of extra materials getting into your Brewie!

Let's see what Thomas, our Ambassador [says about extra ingredients!](#)

### **Can I ferment my wort in the Brewie?**

We do not recommend it. In theory you can but it can have devastating effects on the machine,

while preventing you from brewing another batch until the whole timeframe of the fermentation.

Learn more about fermentation in the [Starter's Guide](#).

Or [check our video](#) about fermentation.

### **How can I keep my Brewie clean?**

Fortunately, you can easily clean the Brewie B20. It has three different cleaning methods all available with both automatic and manual water inlet. Throughout these programs, the Brewie B20 always displays what you need to do at the exact moment you have to do it (e.g. adding washing tablets, using the sponge to remove remnant materials etc.)

Learn more about cleaning your Brewie B20 in the [Starter's Guide](#).

Or [check our video](#) about cleaning.

### **Will I avoid infections in my beer with Brewie?**

If you take care of the Brewie, the Brewie will take care of your beer. Use the cleaning programs and always keep your fermentation equipment sanitized – that way you can not be surprised.

Learn more about cleaning your Brewie B20 in the [Starter's Guide](#).

Or [check our video](#) about cleaning.

### **What power outlet do I need for the Brewie?**

While purchasing the Brewie B20, you will be able to choose with which power outage are you choosing. It's important to not have any other kitchen equipment connected to the same power outlet - or if you have, make sure that the socket is rated a minimum of 10A at 230V or 15A at 120V. Always use a grounded socket!

## Technical support

### Technical support

**I connected my Brewie but it does not turn on.**

Once Brewie is connected to your standard household power outlet, turn on the master Power toggle switch on the back panel, and then hold down the On/Off button on the right side of the machine until you hear the "beep" (5 seconds)

**My Brewie turns on but the display is blank.**

Always check if the Brewie has really started - you can confirm it if the machine gives a beeping sound and turns the light of the On/Off button on. Wait a few seconds after turning it on. If the display keeps being black, send us a video of turning on the Brewie.

**I can not connect to my WiFi network.**

Weak connectivity is usually caused by a weak signal. First we recommend you to try a mobile hotspot instead of the home WiFi - it's only needed until the update has been done. If Brewie still can't connect, turn the machine towards the router or the device with the mobile hotspot and place the latter as close to the machine's front as possible. If it does not work, we recommend you

to check your network's encryption - Brewie can handle WPA PSK, WPA2 PSK, WEP or open encryption but not others. Also check if your WiFi password needs any special characters - Brewie can use only characters in the English alphabet.

### **My Brewie makes weird sounds.**

The Brewie includes many valves, pumps, fans, and other electrical equipment. Don't be nervous if Brewie sounds weird, it's just being friendly.

### **My Brewie is loud and sounds like an air raid siren.**

Have you run the First Safety Clean program? The first manual cleaning program's job - among other things - is to get the pumps wet and prevent them from running dry. Please, run a manual short clean for 2-3 times. By the time you're ready, the sound should cease.

### **The water is not drained from one or more of the tanks after cleaning.**

Have you chosen a manual or automatic program? Manual programs don't have a built-in draining phase, you have to choose it manually from the main menu. If you started the drain, check if all tanks are orange and you have chosen the Drain all option. Also check if the compartment to where you're draining is physically on a lower level than the machine itself.

### **Calibration is unsuccessful.**

Please, check if you have measured the water's weight well. Check your scales, they ought to be precise, but in a few cases (due to age, brand or type) they might miscalculate the actual weight of the water. Check if you have accounted for the weight of the bucket or tank in which you are measuring the water. Check if the machine is standing level on its four legs. Don't forget to remove the hop cages and the false bottom, and to pour in every last drop of water!

### **The malt bag is burnt down, it left scorchmarks on the bottom of the mashing tank.**



Please, check if you have put the false bottom inside the machine and if you've placed the malt on the false bottom. Not placing in the false bottom before brewing voids the warranty!

**The boiling tank is heating up but there is no water inside.**

Have you started a brew with automatic or manual water inlet? In the first case, check if you have connected the water inlet hose. In the latter case, check if you have added the right amount of water inside the boiling tank when the machine indicated.

**My brew overflowed during the sparging process.**

Check if you have added the right amount of water in your recipe to prevent overflowing. You can take a look at the recommended safe water volumes in the **Starter's Guide's Brewing** chapter. If you have added safe water volumes and you have successfully calibrated the machine, run the unclogging program to see if waterflow is continuous between the two tanks.

**My brew overflowed during the boiling process.**

Check if you have added the right amount of water in your recipe to prevent overflowing. You can take a look at the recommended safe water volumes in the **Starter's Guide's Brewing** chapter. If you have added safe water volumes and you have successfully calibrated the machine, run the unclogging program to see if waterflow is continuous between the two tanks.

**To what temperature can I cool the wort?**

Brewie measures the temperature of the original water inlet and can cool down the wort to any temperatures that is at least 5°C over that original temperature.

**I don't want to drain the sediment into my fermentation tank.**

No worries – choose the Leave sediment draining option. This will leave all the sediment in the boiling tank with about 2 liters of wort. After draining the clear wort, you can still drain down the sediment with using the Drain all function.

**I have not received one or more of the Brewie’s accessories.**

Please check the Starter’s Guide if it really is supposed to arrive with the Brewie. If so, and it's still missing, please, contact us!

**During a Full Clean, my Brewie B20 makes loud noises, like an air siren, what should I do?**

Don't worry - during a Full Clean, air is freed up from the interaction of water and washing tablets. This air gets into the pumps thus producing these loud sucking noises. Although this is not an everyday phenomenon, it is certainly not caused by faulty machinery.

**Water seems to be entering the machine discontinuously - what happened?**

Please, check out if water pressure is steady in the water inlet you plugged on the Brewie B20. An unsteady water pressure might cause internal damage to the machine's pumps and valves.

## Legal

### About us

The ever evolving world of beer, and the tastes of beer lovers is demanding richer flavours, more variety and better quality beer. That’s exactly what we would like to provide you with at Brewie. Born in 2014, Brewie was dreamed up and created by three friends and dedicated beer-

enthusiasts out of appreciation and admiration for the world's most popular adult beverage – beer. At Brewie we strive to simplify brewing and bring it home to everybody, to elevate the experience of creating your own beer, to engage amateurs and inspire professional brewers to create new recipes all around the world. We believe that dedication combined with a modern, slick design, and a creative use of technology can make a once-upon-a-time complicated process more reachable, and the products more fun. DIY brewing is one of the fastest growing hobbies in the world, and we at Brewie would like to be part of this experience by bringing people together, and building a truly global brewing community.

### **Who are we?**

Our three co-founders are long time friends who used to brew beer in their home but were lazy and creative at the same time so they came up with the idea of how to avoid all the hassle part of beer brewing and keep the fun part of it. In 2014 Marcel Pal, Andrew Tel and Gergő Schlotter launched a crowdfunding campaign on Indiegogo and shortly after that they've founded the company. Brewie now employs 20+ people, spread across Design, Marketing, Hardware, Software, Logistics and Sales divisions.

### **What is the Brewie+ machine and what are our other products?**

Brewie+ is the most advanced brewing machine, with it you can brew thousands and thousands of different recipes while the entire brewing process is fully automated. It grants an easy, user friendly interface and its inner cleaning programs helps you tidying up your home brewery without effort. The machine takes care of the whole brewing process saving you time and money plus it's environmentally friendly. It makes brewing easier and lets you focus on the fun part of your own beer. Besides the machine, we have 10+ different (and still counting) pre-assembled Brewie Pads that are ready-to-brew packages including all the ingredients you need to brew your very own craft beer. We also have accessories in our webshop like Party Kegs, Brewie Bags, Brewie Carry Bag and the Starter Kit.

### **Our purpose**

Our basic purpose is to make everyone enable to enjoy their own premium craft beer. Brewie is perfect for both amateurs and experts. Amateurs can finally brew their own beer without having to go deep into the craft and science of brewing. For beginners, Brewie makes it easy to start home-brewing. They can order a Brewie Pad with the ingredients, press the start button, and let Brewie do the rest. At the same time, Brewie allows more advanced home-brewers to experiment with 23 parameters like water amount, time, and temperature. Experts can discover the wide range of brewing possibilities, fine-tune their favorite recipes, and create new and original kinds of beer. That's how we want to take brewing your very own perfect beer to the next level.

### **Where are we shipping?**

Our headquarter is currently in Budapest. As of now, Brewie B20s and accessories are available in Australia, Canada, the European Union, Iceland, New Zealand, Norway, Switzerland, the United Kingdom and the United States. Shipping is also possible to other countries, in cases of special requests - for more information, contact us!

# Privacy Policy

## BREWIE'S PRIVACY POLICY

Last modified: May 31st, 2018.

What is this about?

We, the NEWITY Ltd. are the creator of Brewie, the world's first fully automated and highly user-friendly beer brewing machine.

By browsing our website, purchasing our products or just subscribing to our newsletter you will eventually get in touch with us by providing some of your personal data. Since we completely respect your privacy and are committed to protect it at all times, we would like to explain to you what data we collect, how we do it and what we do with it.

This is important, so please take time to read this Privacy Policy ("Policy") very carefully. If you have any questions, please do not hesitate to contact us via [support@brewie.org](mailto:support@brewie.org) before moving on.

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## 1. Definitions

The following concepts shall have the meaning throughout the entire Policy as defined below regardless of the use of drop letters. All concepts that are not described hereunder are defined in the Terms & Conditions ("Terms") which you can find in the FAQ/Legal menu.

1.1. "Controller" means NEWITY Ltd., a legal entity corporation formed under the laws of Hungary (see further information in Section 10). NEWITY determines the purposes and means of the processing of your personal data and is held accountable for the lawful, fair and transparent use of it. NEWITY means also its successors. "Us" and "we" are both synonymous with NEWITY, and references to "our" is construed accordingly.

1.2. "Cookies" are small pieces of text or log files containing information about you and the connection between you and your web server. It also may include the following data: your device's Internet Protocol (IP) address, the type and version of your browser, the pages of the Website that you visit, the time and date of your visit, the time spent on those pages and other

statistics.

Cookies are created on your device and sent by your browser allowing us to recognize you and by analyzing the received data we can make your next visit simpler and easier to you. It also allows us to authenticate Users and prevent fraudulent use of the Accounts and to track your browsing habits while you use the Website so that we can enhance the Website's performance.

You can erase Cookies from your device and you can also block them, preferably with the Settings/Help (or alike) function of your browser. If you do so, you consent to that the Website's performance might not be optimal or may not function as intended.

1.3. "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The GDPR contains all major regulations that the Controller must follow at all times when processing your personal data.

1.4. "Legal basis of processing" means a justified legal ground by which we are entitled to process your personal data. In this Privacy, you can read about four different legal basis as follows:

a) "Consent" means your permission actively given (e.g. by ticking a checkbox) to us by free will that allows us to process your personal data according to this Policy.

b) "Contractual obligation" means an obligation to which we committed ourselves in the Contract (performance of contract). In order to fulfill this contractual obligation (e.g. to provide guarantee and warranty rights), we have to process your data so that we can make sure that you are entitled to enforce such rights.

c) “Legitimate interest” means a sufficiently justified reason why we need to process your personal data without your previously given consent.

d) “Mandatory by law” means a specific regulation of a Hungarian legislation that requires the processing of your data regardless of your consent or the potential withdrawal of your consent.

1.5. “Personal data” or simply “data” means in general any information by which you can be identified directly (e.g. by full name) or indirectly (e.g. by e-mail address). However, we specifically describe hereunder which personal data we collect of you.

1.6. “Personal data breach” means in general any breach of security that might lead to the harm of your personal data, including erasure, loss, alteration, disclosure or access.

1.7. “Processing” means in general any operation which is performed on your personal data, including collection, storage, use, transferring or erasure.

1.8. “Processor” means a specific legal entity which processes personal data on behalf of the Controller. You can read more about the Processors in Section 4.

1.9. “Purpose” means a specific goal of data processing for which goal we process your personal data. You can read more about these purposes in Section 6.

1.10. “Supervisory Authority” means the Hungarian National Authority for Data Protection and Freedom of Information which supervises the data processing of the Controller. Contact:

a) Address: H-1125 Budapest, Szilágyi Erzsébet fasor 22/c. (Hungary)



b) E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

c) Website: [naih.hu](http://naih.hu)

d) Phone: +36 (1) 391-1400

1.11. "Third party" means any person / legal entity other than you or the Controller / Processor.

## 2. Application of the Policy

2.1. This Policy describes and governs how we collect and process some of your personal data. Therefore, this Policy will apply in this matter from the first moment of recording your personal data until all your data are erased from our databases.

2.2. Please note that this is not a regular contract, however there are both rights and obligations deriving from it applying for both you and us.

2.3. This Policy must be interpreted jointly with the Terms.

2.4. This Policy is in Hungarian and English but is governed solely by the laws of Hungary and the GDPR, regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie's use.

## 3. Information on the Controller

Full name: NEWITY Limited Partnership

(in Hungarian: NEWITY Korlátolt Felelősségű Társaság)

Short name: NEWITY Ltd. (in Hungarian: NEWITY Kft.)

Represented by: Mr. Balázs Marcell Pál as managing director

Company registration number: 01 09 891557

Court of Registry: Registry Court of Budapest-Capital Regional Court

Tax number: 14159097-2-41

Registered seat: H-1053 Budapest, Királyi Pál Street 13/A . 3rd floor 1. (Hungary)

Place of business: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)

Mail address: H-1089 Budapest, Elnök Street 1. (Hungary)

E-mail address: support@brewie.org

Website: brewie.org

#### 4. What rights and remedies you have

4.1. Here we inform you about the rights that you can enforce and the remedies that you have if there is a legal dispute between you and the Controller. You can enforce these rights from the moment we record your personal data until the erasure of such data anytime and free of charge or any precondition (unless indicated otherwise).

4.2. We will provide the requested information or action to take without undue delay and in any event within one month of receipt of the request. If you contact us via electronic form, we will reply the same way unless you explicitly request otherwise.

4.3. Right of access to your data: you have the right to obtain information from the Controller about whether we process any of your personal data and if so:

- a) what are the purposes of the processing;
- b) which data categories are being processed & for how long & from what sources;
- c) to whom the personal data have been or will be disclosed or transferred;
- d) what rights and remedies you have related to the above.

4.4. Right to correction of your data: you have the right to obtain the correction of your

inaccurate personal data from the Controller, including the completion of any incomplete personal data.

4.5. Right to erasure: you have the right to obtain the erasure of your personal data from the Controller. However, you cannot request the erasure of your data if the processing of such data is mandatory by law or if we might need it for the establishment, exercise or defense of our potential legal claims.

4.6. Right to restriction: you have the right to obtain the restriction of processing from the Controller in any of the following cases:

- a) you contest the accuracy of your data: the restriction will last until the Controller verifies the accuracy of such data;
- b) you feel that our processing is unlawful but you do not want your data to be erased;
- c) we inform you that we no longer need to process your data but you require them hereafter for the establishment, exercise or defense of your potential legal claims;
- d) you have objected to processing of your data: the restriction will last until the Controller examines if the legitimate grounds of the Controller override those of your objection.

We will inform you in every case before the restriction of processing is lifted.

4.7. Right to data portability: you have the right to receive your personal data that you provided to the Controller, in pdf format and you have the right to transmit those data to another data controller in a structured, commonly used and machine readable format. You have also the right to have your data transmitted directly from the Controller to another, if this is technically feasible.

You have this right of data portability only if we have processed those data upon consent or contractual obligation.

4.8. Right to object: you have the right to object to processing of your personal data on grounds relating to your particular situation at any time. You have this right to object only if we have processed those data upon our legitimate interest. However, you do not have the right to object if we might need those data for the establishment, exercise or defense of our potential legal claims.

4.9. Right to withdraw consent: you have the right to withdraw your consent at any time via any of the following contact information:

a) by mail: H-1089 Budapest, Elnök Street 1. (Hungary)

b) by e-mail: support@brewie.org

c) by phone: +36 (1) 699-9018 (only between 10 AM and 16 PM CET)

Please note that the withdrawal of your consent will not affect the lawfulness of our processing based on your consent before its withdrawal.

4.10. Right to lodge a complaint: you have the right to lodge a complaint to the Supervisory Authority if you feel that there has been a harm of your personal data while processing or there is a potential risk of that or the regulations of the GDPR have been infringed by the Controller (see contact information in Section 4). You can also lodge your complaint to the supervisory authority of your residence as well.

4.11. Right to judicial remedy: you have the right to judicial remedy if you consider that your rights under this Policy and the GDPR have been infringed as a result of the processing of your data in non-compliance with the GDPR. You also have this right against a legally binding decision of any supervisory authority concerning you.

4.12. Right to compensation / restitution: you have the right to compensation and restitution from the Controller or the Processor if you have suffered material or non-material damage as a

result of an infringement of the GDPR for the damage suffered. You only have the right to receive compensation / restitution if you bring your case before court.

## 5. Scope of data processing

### 5.1. What kind of personal data we collect & process

We only collect and process our Users' and Customers' personal data who visit our Website, buy our Products or otherwise use our services. We do not knowingly collect children's personal data under any circumstances. We do not collect sensitive personal data either.

a) There are three different categories within personal data that we actually process:

1. account data, such as: full name, birth date, phone number, billing information, shipping address, purchase history, online ID (e-mail, password)
2. consumption data, such as: brewing experiences, comments, questions
3. operational data, such as: brewing data recorded by Brewie's operational system ("Brewie OS")

b) You can find a complete list of the actually processed personal data at each purpose in Section 6.

### 5.2. How we collect & process your personal data

a) In the first round, we collect your personal data on our website: when you fill out a form (e.g. to register, to buy a Product or to send us a feedback) and click on the Register/Purchase/Submit button after ticking the checkbox that you have read and understood this Policy, your data is registered in our servers provided by Google, in our mailing system provided by GetResponse

and on the CRM (i.e. customer relationship manager) system provided by MiniCRM.

b) In the second round, we collect operational data by Brewie OS once you switched on your Brewie and accepted the appearing End User License Agreement (“EULA”). These data are stored only on our servers provided by Google.

Please note that the Brewie OS also records data while offline and will automatically sync these data when it is reconnected to the internet.

c) This means that all the personal data we process are coming directly from either you by consent or from the Brewie OS of your Brewie pursuant to the EULA.

d) It is important to know that if you click on the “Purchase” (or alike) button when finishing shopping, you will reach a subpage, where you can pay the subtotal price of the ordered Product via OTP SimplePay. You can pay with your credit card by providing the requested information. These payment data usually are: card number, expiration date, CVC code of your payment card and name of the card’s owner.

Please note that we neither process nor store your payment data you provide. We only receive a unique ID of your order from Shopify which does not contain any payment data whatsoever.

SimplePay is provided by OTP Mobil Kft.

Address: H-1093 Budapest, Közraktár utca 30-32. (Hungary)

E-Mail: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu).

e) In some cases, we transfer your personal data to a Processor for a specific reasons. You can read more about the possible data transferring in Section 4.

f) Unless you inform us otherwise (opt out) when you sign the Contract or anytime later, we will process account identifiers, consumption data and operational data for profiling purposes. This means that we, based on your account identifiers, consumption data and operational data will evaluate your preferences, and interests in different products provided by us. We use this data to provide you with customized information and news about our products and special offers to analyze how our service can be improved.

If you do not want your personal data to be processed for purposes relating to direct marketing based on your profile you may contact us by email.

### 5.3. How long we keep your personal data

a) We store and process personal data until it is necessary to reach the specified purpose. We also provide some services on a continuous base (e.g. newsletter) in which case this necessary time period cannot be defined in advance.

b) Regardless of the necessary time period, we only process your personal data until you withdraw your consent.

c) We also have to process some of your personal data as long as it is mandatory by law.

### 5.4. Who has access to your personal data (data transferring)

As a general rule, only the Controller and its employees and co-workers have access to your personal data. However, in some cases we need to grant access to a third party or directly transfer your data to one of our business partners so that we can fulfill the Contract and properly

provide our services and meet our commitments.

Here we give you a list about the Processors who might access to your personal data for the purposes specified below. These companies can only process your data according to the Controller's instructions under any circumstances.

a) Shopify is the online provider of our webstore which helps us maintain our online store and helps you walk through the process of purchasing.

Shopify is provided by Shopify Inc.

Address: 150 Elgin Street, 8th Floor; Ottawa, ON, Canada; K2P 1L4

b) MiniCRM is a customer relationship manager software which helps us to properly record, store and organize your account data and purchase history. We use this service when you register at our Website or buy our Products at the Brewie Shop. Your data is only recorded once you click on the Register/Purchase/Submit button (or alike).

MiniCRM is provided by MiniCRM PLC.

Address: H-1075 Budapest, Madách Imre út 13-14. (Hungary)

E-mail: [help@minicrm.hu](mailto:help@minicrm.hu).

c) Szamlazz.hu is an online invoicing service which helps us to issue the electronic invoice of your purchase at the Brewie Shop. Once your payment was successful at Barion's site, you are redirected to szamlazz.hu where your invoice is issued and automatically sent to you via e-mail.

Szamlazz.hu is provided by KBOSS.hu Kft.

Address: H-1031 Budapest, Záhony utca 7. (Hungary)



E-mail: [info@szamlazz.hu](mailto:info@szamlazz.hu).

d) Getresponse is an online mailing system which helps us inform our customers and subscribers about our current plans and activities and sends automated messages in cases of successful purchases, subscriptions, etc.

Address: Arkońska 6/A3; 80-387 Gdansk; Poland

E-mail: [gr-support@cs.getresponse.com](mailto:gr-support@cs.getresponse.com)

e) The following companies help us to store and package your ordered Product(s) for proper shipping.

WinnTech

Address: WinnTech Industrial Park No. 2; Xianghe Road, Xinmin Area; Chang An, Dongguan City; Guangdong Province; 523879 China

E-mail: [jerry.z@winn-tec.com](mailto:jerry.z@winn-tec.com)

AIRMAX CARGO BUDAPEST ZRT.

Address: 2220 Vecsés, Lőrinci str. 154, Airport City Logistic Park, D. Bldg. Ramp 6

E-mail: [linda.gergely@airmaxcargo.com](mailto:linda.gergely@airmaxcargo.com)

T-Pack Kft.

Address: H-2800, Tatabánya; Búzavirág utca 8.

E-mail: [info@t-pack.hu](mailto:info@t-pack.hu)

Keystone Homebrew Supply

Address: 435 Doylestown Rd; Montgomeryville, PA 18936; USA

E-mail: [orders@keystonehomebrew.com](mailto:orders@keystonehomebrew.com)

#### Grain and Grape

Address: 5/280 Whitehall Street 3013, Yarraville, Australia

E-mail: [matt@grainandgrape.com.au](mailto:matt@grainandgrape.com.au)

#### Kühne + Nagel Kft.

Address: Páty, M1 Business Park, 2071

E-mail: [robert.sarudi@kuehne-nagel.com](mailto:robert.sarudi@kuehne-nagel.com)

f) The following companies help us to deliver your ordered Product(s) to your shipping address.

#### United Parcel Service, Inc.

Address: 55 Glenlake Parkway, NE Atlanta, GA 30328, USA

E-mail: [upshungary@ups.com](mailto:upshungary@ups.com)

#### DHL

Address: Vecsés, Airport Business Park, C6, Lőrinci út 59., H-2220

#### AIRMAX CARGO BUDAPEST ZRT.

Address: 2220 Vecsés, Lőrinci str. 154, Airport City Logistic Park, D. Bldg. Ramp 6

E-mail: [linda.gergely@airmaxcargo.com](mailto:linda.gergely@airmaxcargo.com)

#### Kühne + Nagel Kft.

Address: Páty, M1 Business Park, 2071

E-mail: [robert.sarudi@kuehne-nagel.com](mailto:robert.sarudi@kuehne-nagel.com)

GLS General Logistics Systems Hungary Csomag-Logisztikai Kft.

Address: H-2351 Alsónémedi, GLS Európa u. 2.

E-mail: [info@glshungary.com](mailto:info@glshungary.com)

DSV Road Hungary

Address: Vasút str. 11. H-2040 Budaörs

E-mail: [bettina.pek@hu.dsv.com](mailto:bettina.pek@hu.dsv.com)

Flexport, Inc.

Address: 760 Market St., Floor 8, San Francisco, CA, 94102 USA

E-mail: [Marjon@Flexport.com](mailto:Marjon@Flexport.com)

Proair Logistics Co., Ltd

Address: A516-517 WDL Business Building, Shenzhen 518109, China

E-mail: [sandy.liu@proair.cn](mailto:sandy.liu@proair.cn)

g) The following companies are our repair service partners which will fix your Brewie in case of malfunction.

Robotguru Trading House Ltd.

Address: H-1146 Budapest, Istvánmezei út 6. (Hungary)

E-mail: [info@robotguru.hu](mailto:info@robotguru.hu)

Quality Brands AG

Address: Neugutstrasse 88, CH-8600 Dübendorf, Switzerland

E-mail: [gaunt@quality-brands.ch](mailto:gaunt@quality-brands.ch)

BRYGGSELV AS

Address: Sofiemyrveien 4, NO-1412 Sofiemy, NORWAY

E-mail: espen.andersen@bryggselv.no

Hamilton Appliance Inc.

Address: 5694 Shelby Oaks Dr #8, Memphis, TN 38134, USA

E-mail: HamiltonApplianceInc@gmail.com

Hamilton Logistics

Address: 2216 Hamilton Blvd, South Plainfield NJ 07080, USA

E-mail: ms@hamilton3pl.com

Cameron Howe

Address: 28 Mountain St, GLEN WILLIAMS, L7G 2X4, Ontario, Canada

E-mail: cam.howe1@gmail.com

## 5.5. How we protect your personal data

a) Online security: we only use encrypted data transmission channels and methods between users and our servers, no 3rd parties can access or decode the information.

b) Storing: we primarily store your data in digital form. Our databases are always encrypted and password protected which means that even the co-workers of the Controller handle your data in an anonymous form when the data processing serves only statistical purpose and does not have to be associated with you. All data stored can be accessed only by certain employees of Newity, who have signed confidentiality obligations about storing and handling all data. All passwords are stored in encrypted form that cannot be deciphered even by Newity employees.

In certain cases, we have to store your data in physical form: these data sheets are always secured inside lockable cabinets to which only a few dedicated personnel have access to.

c) Erasure: our systems are capable of erasing your digital data upon request so that you will no longer be identifiable. We also take care about shredding of the physical data sheets as well.

As a general rule, we continuously erase all personal data with your prior notification that are no longer needed to provide our services or if such personal data have to be erased by law.

Erasure includes the erasure of any links to, or copy or replication of, those personal data in the Controller's and the Processor's databases as well.

## 6. Purposes

Here we inform you about the specific goal of data processing for which goal we process your personal data.

### 6.1. Registration on Website:

- a) Processed data: account data: first name, last name, e-mail, password, birth date.
- b) Source of data: User/Customer.
- c) Legal basis of processing: consent.
- d) Duration of processing: until withdrawal of consent or termination of service.
- e) Place of storage: servers provided by Google and miniCRM's system.
- f) Processor(s): miniCRM.

We process your data detailed above to offer you personalized offers through your Account and

make the shopping and the use of our other services easier.

## 6.2. Shopping at the Brewie Shop:

a) Processed data: account & consumption data

billing information: first name, last name, address (including street address, country, ZIP code, city, state), phone number, e-mail, coupon code.

shipping address: first name, last name, address (including street address, country, ZIP code, city, state), phone number.

purchase history: Product name, machine version, quantity, Product price, shipping price, subtotal price, time of transaction (date & hour), Barion ID.

consumption data: comment.

b) Source of data: User/Customer and Barion (Barion ID).

c) Legal basis of processing: performance of contract and mandatory by law.

d) Duration of processing:

8 years according to Section (2) of 169. of Act C of 2000 on Accounting;

beyond that 8 years: until termination of services.

e) Place of storage: servers provided by Google and miniCRM's system.

f) Processor(s):

miniCRM;

Szamlazz.hu;

Companies that store and package your ordered Product(s) (see Section 4)

Companies that ship and deliver your ordered Product(s) (see Section 4)

We need all your data detailed above so that the Contract can be concluded between you and NEWITY, furthermore to properly deliver your ordered Product(s) to your shipping address, and also to keep in touch with you during procedure.

## 6.3. Subscribing to Newsletter:

a) Processed data: account & consumption data

account data in all cases: first name, last name, e-mail, country; and...

... in case you subscribe to 'Beer lover': experience.

... in case you subscribe to 'Brewery': average annual batch.

b) Source of data: User/Customer.

c) Legal basis of processing: consent.

d) Duration of processing: until unsubscribe or withdrawal of consent or termination of service.

e) Place of storage: servers provided by Google and miniCRM's system.

f) Processor(s): none.

g) ID number issued by the Supervisory Authority: NAIH-116168/2017

We process your data detailed above to send you newsletter about the updates in our services, information about new Products, discounts, special offers, interesting articles and other content on brewery, whatnot.

You can unsubscribe from our newsletter anytime and free of charge by clicking on the 'Unsubscribe' link in the newsletter or by sending us an e-mail with this topic to [support@brewie.org](mailto:support@brewie.org).

#### 6.4. Customer and Tech Support:

a) Processed data: account & consumption data

account data in all cases: first name, last name, e-mail; and...

... in case of a 'general question': phone number, country, attachment (if any), interested topic, question.

... in case of a 'specific question': phone number, country, attachment (if any), Product, order ID, message.

... in case of a 'report an issue': phone number, country, attachment (if any), description of issue, damaged arrival, serial number of Brewie, voltage type of Brewie, software version of Brewie.

... in case of a 'feedback': phone number, country, attachment (if any), message.

b) Source of data: User/Customer.

c) Legal basis of processing: performance of contract.

d) Duration of processing:

until the Controller's feedback is approved by the User/Customer in case of 'general / specific question' and 'feedback';

until the reported issue is solved and approved by the User/Customer in case of 'report an issue'.

e) Place of storage: servers provided by Google and miniCRM's system.

f) Processor(s):

Companies that service and fix machines (see Section 4)

We process your data detailed above to provide detailed answers to your inquiry whether you are an interested buyer or already a Brewie-owner. This way we can also contact with our repair service partner that is the closest to your place of residence in case your Brewie need repair. We also use your data to collect customer brewing experiences and improve our services.

#### 6.5. Usage Analysis of Brewie:

a) Processed data: operational data

IP-address of Brewie, serial number of Brewie, calibrations of Brewie, personal account; operation of brewing recorded by Brewie's sensors (including: duration of brewing, boiling/temperatures, mashing, sparging, leveling wort, hopping, usage of hop cages, exceeding of recommended hop cage capacity, cooling, fraining, cleaning, quantity of ingredients, errors/malfunctions).

b) Source of data: Brewie OS.

c) Legal basis of processing:

contractual obligation (see Section 9. and 10. of the Terms);

legitimate interest beyond the Guarantee Period and Warranty Period.

d) Duration of processing:



Contractual obligation: until Guarantee Period and Warranty Period expire;

legitimate interest: until Brewie is in use.

e) Place of storage: servers provided by Google.

f) Processor(s):

Companies that service and fix machines (see Section 4)

We process your data detailed above to fulfill our contractual obligations undertaken in the Contract, i.e. to satisfy guarantee/warranty claims if proven to be grounded by the Brewie OS.

Our legitimate interests which entitle us to process the operational data of your Brewie are the following:

a) We need to monitor the operation of your Brewie so that we can answer all your questions about how to use it properly, safely and efficiently.

b) We also want to make sure that we can provide prompt solutions whenever you experience any errors during and beyond the Guarantee Period and Warranty Period.

c) All this information helps us to improve and update the Brewie OS so you can enjoy more using Brewie.

d) We also would like to use the gathered information during the development of the next generation of our Products.

e) Besides that, we also might need those data for the establishment, exercise or defense of our potential legal claims as well.

In light of the limitations regarding data processing, the safeguards, technical and organizational measures implemented by us, we have established that where the processing of your data is based on our legitimate interest, such interest is not overridden by your interests, fundamental rights or freedom relating to data protection.

6.6. Repair of Brewie:

a) Processed data: account & operational data

account data: e-mail

shipping address (see above at 'Shopping at the Brewie Shop').

operational data (see above at 'Usage Analysis of Brewie')

b) Source of data: Customer and Brewie OS.

c) Legal basis of processing:

contractual obligation (see Section 11. of the Terms);

consent beyond the Guarantee Period and Warranty Period.

d) Duration of processing:

contractual obligation: until Guarantee Period and Warranty Period expire;

consent: until repair is finished and approved by the Customer.

e) Place of storage: servers provided by Google.

f) Processor(s):

Companies that service and fix machines (see Section 4)

We process your data detailed above to fulfill our contractual obligations undertaken in the Contract, i.e. to satisfy guarantee/warranty claims if proven to be grounded by the Brewie OS. Beyond the Guarantee Period and Warranty Period, we process your data to help you connect with our Repair Service Providers in case your Brewie need to be repaired by sending your data to the Repair Service Provider in advance, and also to keep in touch with you during procedure.

## 7. Cookie-policy

We use cookies for several purposes. You can find more information of our Cookie Policy in FAQ/Legal.

## 8. Liability

8.1. The Controller is liable for the damage caused by processing which infringes the GDPR or the relevant laws of Hungary. However, we will not be liable if we prove that we are not in any way responsible for the event giving rise to the damage, especially in the any of the following cases:

a) Vis Maior;

b) infringement of the GDPR by a Processor if the regulation is specifically directed to processors;

c) any negligence of yours while providing your personal data to the Controller.

8.2. You are solely liable:

a) to take all necessary measures in order to keep your passwords safe and secure related to your Account / e-mail address / Social Media Platforms;

b) to use safe and secure internet networks / connections, passwords and electronic devices;

c) to keep your personal data provided to the Controller up-to-date, real, accurate and complete at all times. If any of your personal data provided changes, you must inform us without undue delay and in any event within five days of becoming aware of the change in your data.

8.3. The Controller reserves the right to unilaterally change this Policy in which case the Controller will send a notification e-mail to inform you about the recent updates and the date when the updates will go into effect.

By the continuous use of the Product or our services after the date when the updates go into effect, you declare that you have read, understood and acknowledged the entire updated Policy as binding.

9. Exceptions related to Companies

9.1. If you provide data on behalf of a company, the following provided information will not be regarded as personal data: company name, TAX/VAT number, company address. All other provided data which are related to you as a representative or contact person will be handled as

detailed above in this Policy.

## 10. Governing laws

10.1. This Privacy shall be governed and interpreted in accordance with the GDPR and the relevant laws of Hungary. To any issues not regulated in this Privacy Policy the provisions of the GDPR and the relevant Hungarian laws will prevail.

10.2. In case of any dispute arising from or in connection with this – if possible by the relevant laws – the dispute will be solved by the courts of Hungary.

Place and date: Budapest (Hungary), May 31st, 2018.

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## **Privacy Policy archive**

BREWIE'S PRIVACY POLICY

Last modified: May 31st, 2018.

What is this about?

We, the NEWITY Ltd. are the creator of Brewie, the world's first fully automated and highly user-friendly beer brewing machine.

By browsing our website, purchasing our products or just subscribing to our newsletter you will eventually get in touch with us by providing some of your personal data. Since we completely respect your privacy and are committed to protect it at all times, we would like to explain to you what data we collect, how we do it and what we do with it.

This is important, so please take time to read this Privacy Policy (“Policy”) very carefully. If you have any questions, please do not hesitate to contact us via [support@brewie.org](mailto:support@brewie.org) before moving on.

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## 1. Definitions

The following concepts shall have the meaning throughout the entire Policy as defined below regardless of the use of drop letters. All concepts that are not described hereunder are defined in the Terms & Conditions (“Terms”) which you can find in the FAQ/Legal menu.

1.1. “Controller” means NEWITY Ltd., a legal entity corporation formed under the laws of Hungary (see further information in Section 10). NEWITY determines the purposes and means of the processing of your personal data and is held accountable for the lawful, fair and transparent use of it. NEWITY means also its successors. “Us” and “we” are both synonymous with NEWITY, and references to “our” is construed accordingly.

1.2. “Cookies” are small pieces of text or log files containing information about you and the connection between you and your web server. It also may include the following data: your device’s Internet Protocol (IP) address, the type and version of your browser, the pages of the Website that you visit, the time and date of your visit, the time spent on those pages and other statistics.

Cookies are created on your device and sent by your browser allowing us to recognize you and by analyzing the received data we can make your next visit simpler and easier to you. It also allows us to authenticate Users and prevent fraudulent use of the Accounts and to track your browsing habits while you use the Website so that we can enhance the Website’s performance.

You can erase Cookies from your device and you can also block them, preferably with the Settings/Help (or alike) function of your browser. If you do so, you consent to that the Website’s performance might not be optimal or may not function as intended.

1.3. “GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The GDPR contains all major regulations that the Controller must follow at all times when processing your personal data.

1.4. “Legal basis of processing” means a justified legal ground by which we are entitled to process your personal data. In this Privacy, you can read about four different legal basis as follows:

a) “Consent” means your permission actively given (e.g. by ticking a checkbox) to us by free will that allows us to process your personal data according to this Policy.

b) “Contractual obligation” means an obligation to which we committed ourselves in the Contract (performance of contract). In order to fulfill this contractual obligation (e.g. to provide guarantee and warranty rights), we have to process your data so that we can make sure that you are entitled to enforce such rights.

c) “Legitimate interest” means a sufficiently justified reason why we need to process your personal data without your previously given consent.

d) “Mandatory by law” means a specific regulation of a Hungarian legislation that requires the processing of your data regardless of your consent or the potential withdrawal of your consent.

1.5. “Personal data” or simply “data” means in general any information by which you can be identified directly (e.g. by full name) or indirectly (e.g. by e-mail address). However, we specifically describe hereunder which personal data we collect of you.

1.6. “Personal data breach” means in general any breach of security that might lead to the harm of your personal data, including erasure, loss, alteration, disclosure or access.

1.7. “Processing” means in general any operation which is performed on your personal data, including collection, storage, use, transferring or erasure.

1.8. “Processor” means a specific legal entity which processes personal data on behalf of the Controller. You can read more about the Processors in Section 4.

1.9. “Purpose” means a specific goal of data processing for which goal we process your personal data. You can read more about these purposes in Section 6.

1.10. “Supervisory Authority” means the Hungarian National Authority for Data Protection and Freedom of Information which supervises the data processing of the Controller. Contact:

a) Address: H-1125 Budapest, Szilágyi Erzsébet fasor 22/c. (Hungary)

b) E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

c) Website: [naih.hu](http://naih.hu)

d) Phone: +36 (1) 391-1400

1.11. “Third party” means any person / legal entity other than you or the Controller / Processor.

## 2. Application of the Policy

2.1. This Policy describes and governs how we collect and process some of your personal data. Therefore, this Policy will apply in this matter from the first moment of recording your personal



data until all your data are erased from our databases.

2.2. Please note that this is not a regular contract, however there are both rights and obligations deriving from it applying for both you and us.

2.3. This Policy must be interpreted jointly with the Terms.

2.4. This Policy is in Hungarian and English but is governed solely by the laws of Hungary and the GDPR, regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie's use.

### 3. Information on the Controller

Full name: NEWITY Limited Partnership

(in Hungarian: NEWITY Korlátolt Felelősségű Társaság)

Short name: NEWITY Ltd. (in Hungarian: NEWITY Kft.)

Represented by: Mr. Balázs Marcell Pál as managing director

Company registration number: 01 09 891557

Court of Registry: Registry Court of Budapest-Capital Regional Court

Tax number: 14159097-2-41

Registered seat: H-1053 Budapest, Királyi Pál Street 13/A . 3rd floor 1. (Hungary)

Place of business: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)

Mail address: H-1089 Budapest, Elnök Street 1. (Hungary)

E-mail address: support@brewie.org

Website: brewie.org

### 4. What rights and remedies you have

4.1. Here we inform you about the rights that you can enforce and the remedies that you have if there is a legal dispute between you and the Controller. You can enforce these rights from the moment we record your personal data until the erasure of such data anytime and free of charge or any precondition (unless indicated otherwise).

4.2. We will provide the requested information or action to take without undue delay and in any event within one month of receipt of the request. If you contact us via electronic form, we will reply the same way unless you explicitly request otherwise.

4.3. Right of access to your data: you have the right to obtain information from the Controller about whether we process any of your personal data and if so:

- a) what are the purposes of the processing;
- b) which data categories are being processed & for how long & from what sources;
- c) to whom the personal data have been or will be disclosed or transferred;
- d) what rights and remedies you have related to the above.

4.4. Right to correction of your data: you have the right to obtain the correction of your inaccurate personal data from the Controller, including the completion of any incomplete personal data.

4.5. Right to erasure: you have the right to obtain the erasure of your personal data from the Controller. However, you cannot request the erasure of your data if the processing of such data is mandatory by law or if we might need it for the establishment, exercise or defense of our potential legal claims.

4.6. Right to restriction: you have the right to obtain the restriction of processing from the Controller in any of the following cases:

- a) you contest the accuracy of your data: the restriction will last until the Controller verifies the accuracy of such data;
- b) you feel that our processing is unlawful but you do not want your data to be erased;
- c) we inform you that we no longer need to process your data but you require them hereafter for the establishment, exercise or defense of your potential legal claims;
- d) you have objected to processing of your data: the restriction will last until the Controller examines if the legitimate grounds of the Controller override those of your objection.

We will inform you in every case before the restriction of processing is lifted.

4.7. Right to data portability: you have the right to receive your personal data that you provided to the Controller, in pdf format and you have the right to transmit those data to another data controller in a structured, commonly used and machine readable format. You have also the right to have your data transmitted directly from the Controller to another, if this is technically feasible.

You have this right of data portability only if we have processed those data upon consent or contractual obligation.

4.8. Right to object: you have the right to object to processing of your personal data on grounds relating to your particular situation at any time. You have this right to object only if we have processed those data upon our legitimate interest. However, you do not have the right to object if we might need those data for the establishment, exercise or defense of our potential legal claims.

4.9. Right to withdraw consent: you have the right to withdraw your consent at any time via any of the following contact information:

- a) by mail: H-1089 Budapest, Elnök Street 1. (Hungary)
- b) by e-mail: [support@brewie.org](mailto:support@brewie.org)

c) by phone: +36 (1) 699-9018 (only between 10 AM and 16 PM CET)

Please note that the withdrawal of your consent will not affect the lawfulness of our processing based on your consent before its withdrawal.

4.10. Right to lodge a complaint: you have the right to lodge a complaint to the Supervisory Authority if you feel that there has been a harm of your personal data while processing or there is a potential risk of that or the regulations of the GDPR have been infringed by the Controller (see contact information in Section 4). You can also lodge your complaint to the supervisory authority of your residence as well.

4.11. Right to judicial remedy: you have the right to judicial remedy if you consider that your rights under this Policy and the GDPR have been infringed as a result of the processing of your data in non-compliance with the GDPR. You also have this right against a legally binding decision of any supervisory authority concerning you.

4.12. Right to compensation / restitution: you have the right to compensation and restitution from the Controller or the Processor if you have suffered material or non-material damage as a result of an infringement of the GDPR for the damage suffered. You only have the right to receive compensation / restitution if you bring your case before court.

## 5. Scope of data processing

### 5.1. What kind of personal data we collect & process

We only collect and process our Users' and Customers' personal data who visit our Website, buy our Products or otherwise use our services. We do not knowingly collect children's personal data

under any circumstances. We do not collect sensitive personal data either.

a) There are three different categories within personal data that we actually process:

1. account data, such as: full name, birth date, phone number, billing information, shipping address, purchase history, online ID (e-mail, password)

2. consumption data, such as: brewing experiences, comments, questions

3. operational data, such as: brewing data recorded by Brewie's operational system ("Brewie OS")

b) You can find a complete list of the actually processed personal data at each purpose in Section 6.

## 5.2. How we collect & process your personal data

a) In the first round, we collect your personal data on our website: when you fill out a form (e.g. to register, to buy a Product or to send us a feedback) and click on the Register/Purchase/Submit button after ticking the checkbox that you have read and understood this Policy, your data is registered in our servers provided by Google, in our mailing system provided by GetResponse and on the CRM (i.e. customer relationship manager) system provided by MiniCRM.

b) In the second round, we collect operational data by Brewie OS once you switched on your Brewie and accepted the appearing End User License Agreement ("EULA"). These data are stored only on our servers provided by Google.

Please note that the Brewie OS also records data while offline and will automatically sync these data when it is reconnected to the internet.

c) This means that all the personal data we process are coming directly from either you by consent or from the Brewie OS of your Brewie pursuant to the EULA.

d) It is important to know that if you click on the “Purchase” (or alike) button when finishing shopping, you will reach a subpage, where you can pay the subtotal price of the ordered Product via OTP SimplePay. You can pay with your credit card by providing the requested information. These payment data usually are: card number, expiration date, CVC code of your payment card and name of the card’s owner.

Please note that we neither process nor store your payment data you provide. We only receive a unique ID of your order from Shopify which does not contain any payment data whatsoever.

SimplePay is provided by OTP Mobil Kft.

Address: H-1093 Budapest, Közraktár utca 30-32. (Hungary)

E-Mail: [ugyfelszolgalat@simple.hu](mailto:ugyfelszolgalat@simple.hu).

e) In some cases, we transfer your personal data to a Processor for a specific reasons. You can read more about the possible data transferring in Section 4.

f) Unless you inform us otherwise (opt out) when you sign the Contract or anytime later, we will process account identifiers, consumption data and operational data for profiling purposes. This means that we, based on your account identifiers, consumption data and operational data will evaluate your preferences, and interests in different products provided by us. We use this data to provide you with customized information and news about our products and special offers to analyze how our service can be improved.

If you do not want your personal data to be processed for purposes relating to direct marketing based on your profile you may contact us by email.

### 5.3. How long we keep your personal data

a) We store and process personal data until it is necessary to reach the specified purpose. We also provide some services on a continuous base (e.g. newsletter) in which case this necessary time period cannot be defined in advance.

b) Regardless of the necessary time period, we only process your personal data until you withdraw your consent.

c) We also have to process some of your personal data as long as it is mandatory by law.

### 5.4. Who has access to your personal data (data transferring)

As a general rule, only the Controller and its employees and co-workers have access to your personal data. However, in some cases we need to grant access to a third party or directly transfer your data to one of our business partners so that we can fulfill the Contract and properly provide our services and meet our commitments.

Here we give you a list about the Processors who might access to your personal data for the purposes specified below. These companies can only process your data according to the Controller's instructions under any circumstances.

a) Shopify is the online provider of our webstore which helps us maintain our online store and

helps you walk through the process of purchasing.

Shopify is provided by Shopify Inc.

Address: 150 Elgin Street, 8th Floor; Ottawa, ON, Canada; K2P 1L4

b) MiniCRM is a customer relationship manager software which helps us to properly record, store and organize your account data and purchase history. We use this service when you register at our Website or buy our Products at the Brewie Shop. Your data is only recorded once you click on the Register/Purchase/Submit button (or alike).

MiniCRM is provided by MiniCRM PLC.

Address: H-1075 Budapest, Madách Imre út 13-14. (Hungary)

E-mail: [help@minicrm.hu](mailto:help@minicrm.hu).

c) Szamlazz.hu is an online invoicing service which helps us to issue the electronic invoice of your purchase at the Brewie Shop. Once your payment was successful at Barion's site, you are redirected to szamlazz.hu where your invoice is issued and automatically sent to you via e-mail.

Szamlazz.hu is provided by KBOSS.hu Kft.

Address: H-1031 Budapest, Záhony utca 7. (Hungary)

E-mail: [info@szamlazz.hu](mailto:info@szamlazz.hu).

d) Getresponse is an online mailing system which helps us inform our customers and subscribers about our current plans and activities and sends automated messages in cases of successful purchases, subscriptions, etc.

Address: Arkońska 6/A3; 80-387 Gdansk; Poland



E-mail: [gr-support@cs.getresponse.com](mailto:gr-support@cs.getresponse.com)

e) The following companies help us to store and package your ordered Product(s) for proper shipping.

WinnTech

Address: WinnTech Industrial Park No. 2; Xianghe Road, Xinmin Area; Chang An, Dongguan City; Guangdong Province; 523879 China

E-mail: [jerry.z@winn-tec.com](mailto:jerry.z@winn-tec.com)

AIRMAX CARGO BUDAPEST ZRT.

Address: 2220 Vecsés, Lőrinci str. 154, Airport City Logistic Park, D. Bldg. Ramp 6

E-mail: [linda.gergely@airmaxcargo.com](mailto:linda.gergely@airmaxcargo.com)

T-Pack Kft.

Address: H-2800, Tatabánya; Búzavirág utca 8.

E-mail: [info@t-pack.hu](mailto:info@t-pack.hu)

Keystone Homebrew Supply

Address: 435 Doylestown Rd; Montgomeryville, PA 18936; USA

E-mail: [orders@keystonehomebrew.com](mailto:orders@keystonehomebrew.com)

Grain and Grape

Address: 5/280 Whitehall Street 3013, Yarraville, Australia

E-mail: [matt@grainandgrape.com.au](mailto:matt@grainandgrape.com.au)

Kühne + Nagel Kft.

Address: Páty, M1 Business Park, 2071

E-mail: robert.sarudi@kuehne-nagel.com

f) The following companies help us to deliver your ordered Product(s) to your shipping address.

United Parcel Service, Inc.

Address: 55 Glenlake Parkway, NE Atlanta, GA 30328, USA

E-mail: upshungary@ups.com

DHL

Address: Vecsés, Airport Business Park, C6, Lőrinci út 59., H-2220

AIRMAX CARGO BUDAPEST ZRT.

Address: 2220 Vecsés, Lőrinci str. 154, Airport City Logistic Park, D. Bldg. Ramp 6

E-mail: linda.gergely@airmaxcargo.com

Kühne + Nagel Kft.

Address: Páty, M1 Business Park, 2071

E-mail: robert.sarudi@kuehne-nagel.com

GLS General Logistics Systems Hungary Csomag-Logisztikai Kft.

Address: H-2351 Alsónémedi, GLS Európa u. 2.

E-mail: info@glshungary.com

DSV Road Hungary

Address: Vasút str. 11. H-2040 Budaörs

E-mail: bettina.pek@hu.dsv.com

Flexport, Inc.

Address: 760 Market St., Floor 8, San Francisco, CA, 94102 USA

E-mail: Marjon@Flexport.com

Proair Logistics Co., Ltd

Address: A516-517 WDL Business Building, Shenzhen 518109, China

E-mail: sandy.liu@proair.cn

g) The following companies are our repair service partners which will fix your Brewie in case of malfunction.

Robotguru Trading House Ltd.

Address: H-1146 Budapest, Istvánmezei út 6. (Hungary)

E-mail: info@robotguru.hu

Quality Brands AG

Address: Neugutstrasse 88, CH-8600 Dübendorf, Switzerland

E-mail: gaunt@quality-brands.ch

BRYGGSELV AS

Address: Sofiemyrveien 4, NO-1412 Sofiemy, NORWAY

E-mail: espen.andersen@bryggselv.no

Hamilton Appliance Inc.

Address: 5694 Shelby Oaks Dr #8, Memphis, TN 38134, USA

E-mail: HamiltonApplianceInc@gmail.com

Hamilton Logistics

Address: 2216 Hamilton Blvd, South Plainfield NJ 07080, USA

E-mail: ms@hamilton3pl.com

Cameron Howe

Address: 28 Mountain St, GLEN WILLIAMS, L7G 2X4, Ontario, Canada

E-mail: cam.howe1@gmail.com

### 5.5. How we protect your personal data

a) Online security: we only use encrypted data transmission channels and methods between users and our servers, no 3rd parties can access or decode the information.

b) Storing: we primarily store your data in digital form. Our databases are always encrypted and password protected which means that even the co-workers of the Controller handle your data in an anonymous form when the data processing serves only statistical purpose and does not have to be associated with you. All data stored can be accessed only by certain employees of Newity, who have signed confidentiality obligations about storing and handling all data. All passwords are stored in encrypted form that cannot be deciphered even by Newity employees.

In certain cases, we have to store your data in physical form: these data sheets are always secured inside lockable cabinets to which only a few dedicated personnel have access to.

c) Erasure: our systems are capable of erasing your digital data upon request so that you will no longer be identifiable. We also take care about shredding of the physical data sheets as well.

As a general rule, we continuously erase all personal data with your prior notification that are no longer needed to provide our services or if such personal data have to be erased by law.

Erasure includes the erasure of any links to, or copy or replication of, those personal data in the Controller's and the Processor's databases as well.

## 6. Purposes

Here we inform you about the specific goal of data processing for which goal we process your personal data.

### 6.1. Registration on Website:

- a) Processed data: account data: first name, last name, e-mail, password, birth date.
- b) Source of data: User/Customer.
- c) Legal basis of processing: consent.
- d) Duration of processing: until withdrawal of consent or termination of service.
- e) Place of storage: servers provided by Google and miniCRM's system.
- f) Processor(s): miniCRM.

We process your data detailed above to offer you personalized offers through your Account and make the shopping and the use of our other services easier.

### 6.2. Shopping at the Brewie Shop:

- a) Processed data: account & consumption data  
billing information: first name, last name, address (including street address, country, ZIP code, city, state), phone number, e-mail, coupon code.

shipping address: first name, last name, address (including street address, country, ZIP code, city, state), phone number.

purchase history: Product name, machine version, quantity, Product price, shipping price, subtotal price, time of transaction (date & hour), Barion ID.

consumption data: comment.

b) Source of data: User/Customer and Barion (Barion ID).

c) Legal basis of processing: performance of contract and mandatory by law.

d) Duration of processing:

8 years according to Section (2) of 169. of Act C of 2000 on Accounting;

beyond that 8 years: until termination of services.

e) Place of storage: servers provided by Google and miniCRM's system.

f) Processor(s):

miniCRM;

Szamlazz.hu;

Companies that store and package your ordered Product(s) (see Section 4)

Companies that ship and deliver your ordered Product(s) (see Section 4)

We need all your data detailed above so that the Contract can be concluded between you and NEWITY, furthermore to properly deliver your ordered Product(s) to your shipping address, and also to keep in touch with you during procedure.

### 6.3. Subscribing to Newsletter:

a) Processed data: account & consumption data

account data in all cases: first name, last name, e-mail, country; and...

... in case you subscribe to 'Beer lover': experience.

... in case you subscribe to 'Brewery': average annual batch.

b) Source of data: User/Customer.

c) Legal basis of processing: consent.

- d) Duration of processing: until unsubscribe or withdrawal of consent or termination of service.
- e) Place of storage: servers provided by Google and miniCRM's system.
- f) Processor(s): none.
- g) ID number issued by the Supervisory Authority: NAIH-116168/2017

We process your data detailed above to send you newsletter about the updates in our services, information about new Products, discounts, special offers, interesting articles and other content on brewery, whatnot.

You can unsubscribe from our newsletter anytime and free of charge by clicking on the 'Unsubscribe' link in the newsletter or by sending us an e-mail with this topic to [support@brewie.org](mailto:support@brewie.org).

#### 6.4. Customer and Tech Support:

a) Processed data: account & consumption data

account data in all cases: first name, last name, e-mail; and...

... in case of a 'general question': phone number, country, attachment (if any), interested topic, question.

... in case of a 'specific question': phone number, country, attachment (if any), Product, order ID, message.

... in case of a 'report an issue': phone number, country, attachment (if any), description of issue, damaged arrival, serial number of Brewie, voltage type of Brewie, software version of Brewie.

... in case of a 'feedback': phone number, country, attachment (if any), message.

b) Source of data: User/Customer.

c) Legal basis of processing: performance of contract.

d) Duration of processing:

until the Controller's feedback is approved by the User/Customer in case of 'general / specific question' and 'feedback';

until the reported issue is solved and approved by the User/Customer in case of 'report an issue'.

e) Place of storage: servers provided by Google and miniCRM's system.

f) Processor(s):

Companies that service and fix machines (see Section 4)

We process your data detailed above to provide detailed answers to your inquiry whether you are an interested buyer or already a Brewie-owner. This way we can also contact with our repair service partner that is the closest to your place of residence in case your Brewie need repair. We also use your data to collect customer brewing experiences and improve our services.

#### 6.5. Usage Analysis of Brewie:

a) Processed data: operational data

IP-address of Brewie, serial number of Brewie, calibrations of Brewie, personal account; operation of brewing recorded by Brewie's sensors (including: duration of brewing, boiling/temperatures, mashing, sparging, leveling wort, hopping, usage of hop cages, exceeding of recommended hop cage capacity, cooling, fraining, cleaning, quantity of ingredients, errors/malfunctions).

b) Source of data: Brewie OS.

c) Legal basis of processing:

contractual obligation (see Section 9. and 10. of the Terms);

legitimate interest beyond the Guarantee Period and Warranty Period.

d) Duration of processing:

Contractual obligation: until Guarantee Period and Warranty Period expire;

legitimate interest: until Brewie is in use.

e) Place of storage: servers provided by Google.

f) Processor(s):

Companies that service and fix machines (see Section 4)



We process your data detailed above to fulfill our contractual obligations undertaken in the Contract, i.e. to satisfy guarantee/warranty claims if proven to be grounded by the Brewie OS.

Our legitimate interests which entitle us to process the operational data of your Brewie are the following:

- a) We need to monitor the operation of your Brewie so that we can answer all your questions about how to use it properly, safely and efficiently.
- b) We also want to make sure that we can provide prompt solutions whenever you experience any errors during and beyond the Guarantee Period and Warranty Period.
- c) All this information helps us to improve and update the Brewie OS so you can enjoy more using Brewie.
- d) We also would like to use the gathered information during the development of the next generation of our Products.
- e) Besides that, we also might need those data for the establishment, exercise or defense of our potential legal claims as well.

In light of the limitations regarding data processing, the safeguards, technical and organizational measures implemented by us, we have established that where the processing of your data is based on our legitimate interest, such interest is not overridden by your interests, fundamental rights or freedom relating to data protection.

#### 6.6. Repair of Brewie:

- a) Processed data: account & operational data

account data: e-mail

shipping address (see above at 'Shopping at the Brewie Shop').

operational data (see above at 'Usage Analysis of Brewie')

- b) Source of data: Customer and Brewie OS.

c) Legal basis of processing:

contractual obligation (see Section 11. of the Terms);

consent beyond the Guarantee Period and Warranty Period.

d) Duration of processing:

contractual obligation: until Guarantee Period and Warranty Period expire;

consent: until repair is finished and approved by the Customer.

e) Place of storage: servers provided by Google.

f) Processor(s):

Companies that service and fix machines (see Section 4)

We process your data detailed above to fulfill our contractual obligations undertaken in the Contract, i.e. to satisfy guarantee/warranty claims if proven to be grounded by the Brewie OS. Beyond the Guarantee Period and Warranty Period, we process your data to help you connect with our Repair Service Providers in case your Brewie need to be repaired by sending your data to the Repair Service Provider in advance, and also to keep in touch with you during procedure.

## 7. Cookie-policy

We use the following types of Cookies and statistical codes: Google Analytics cookie; Optimonk cookie; Facebook Pixel; identification cookie (collecting IP addresses and no personal data).

## 8. Liability

8.1. The Controller is liable for the damage caused by processing which infringes the GDPR or the relevant laws of Hungary. However, we will not be liable if we prove that we are not in any way responsible for the event giving rise to the damage, especially in the any of the following cases:

a) Vis Maior;

b) infringement of the GDPR by a Processor if the regulation is specifically directed to processors;

c) any negligence of yours while providing your personal data to the Controller.

## 8.2. You are solely liable:

- a) to take all necessary measures in order to keep your passwords safe and secure related to your Account / e-mail address / Social Media Platforms;
- b) to use safe and secure internet networks / connections, passwords and electronic devices;
- c) to keep your personal data provided to the Controller up-to-date, real, accurate and complete at all times. If any of your personal data provided changes, you must inform us without undue delay and in any event within five days of becoming aware of the change in your data.

8.3. The Controller reserves the right to unilaterally change this Policy in which case the Controller will send a notification e-mail to inform you about the recent updates and the date when the updates will go into effect.

By the continuous use of the Product or our services after the date when the updates go into effect, you declare that you have read, understood and acknowledged the entire updated Policy as binding.

## 9. Exceptions related to Companies

9.1. If you provide data on behalf of a company, the following provided information will not be regarded as personal data: company name, TAX/VAT number, company address. All other provided data which are related to you as a representative or contact person will be handled as detailed above in this Policy.

## 10. Governing laws

10.1. This Privacy shall be governed and interpreted in accordance with the GDPR and the

relevant laws of Hungary. To any issues not regulated in this Privacy Policy the provisions of the GDPR and the relevant Hungarian laws will prevail.

10.2. In case of any dispute arising from or in connection with this – if possible by the relevant laws – the dispute will be solved by the courts of Hungary.

Place and date: Budapest (Hungary), May 31st, 2018.

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## Terms and Conditions

### BREWIE'S TERMS & CONDITIONS

Last modified: May 31st, 2018.

Brewie is the world's first fully automated and highly user-friendly beer brewing machine which is capable of producing 20 liters of wort giving you the opportunity to brew your own craft beers of your liking without any difficulty or supervision.

Brewie is designed, developed, produced and distributed by NEWITY Ltd. (hereinafter: "NEWITY"). By purchasing one of our products, you are agreeing to this Terms & Conditions (hereinafter: "Terms"). Once accepted, this Terms becomes a legally binding contract between you and NEWITY which entitles you different rights but also imposes liability to properly use Brewie. That is why we strongly advise to read the Terms very carefully.

If you have any questions, please do not hesitate to contact us via [support@brewie.org](mailto:support@brewie.org) before moving on.

You can read more about Brewie and our other Products at <https://brewie.shop>

Most important!

Throughout the Terms, we will highlight you the essential parts with a note 'IMPORTANT!'. However, we explicitly draw your attention separately to the following provisions hereby:

a) Brewie itself does not produce alcohol or liquid that contains any form of alcohol. As a result of the brewing process, Brewie makes wort which can be fermented to alcoholic beverage as a separate procedure, independently from the use of Brewie. NEWITY does not sell alcoholic products, only ingredients for the brewing process and beer making.

b) Once you finish your shopping and click the "Purchase" (or alike) button as detailed below, you will be asked to pay for the Product you ordered. By failing to do so, the Terms will not be concluded between you and NEWITY and you will not be entitled to the ordered Product.

c) It is important that your e-mail host service does not block any e-mail that is sent by NEWITY / Brewie Customer Service. Please note that any statement via e-mail is regarded effective if it becomes accessible to you even if the e-mail has been detected as spam by your e-mail service provider.

d) The shipping of your purchased Product might be prolonged due to special circumstances (see Section 5.)

e) As a Customer, you will be granted different guarantee and warranty rights related to Brewie / Product for a limited time period. Please note that certain actions or omissions of yours while using Brewie might partially or completely void these rights (see Sections 8-10. and 12.).

f) The Terms is in English but is governed solely by the laws of Hungary regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie's use.

g) You can find the rules of fair use for our Website in the Legal Notice here. Please read it carefully too.

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## 1. General NEWITY Information

- a) Full name of NEWITY: NEWITY Limited Partnership (in Hungarian: NEWITY Korlátolt Felelősségű Társaság)
- b) Short name of NEWITY: NEWITY Ltd. (in Hungarian: NEWITY Kft.)
- c) Company registration number: 01 09 891557
- d) Court of Registry: Registry Court of Budapest-Capital Regional Court
- e) Tax number: 14159097-2-41
- f) Registered seat: H-1053 Budapest, Királyi Pál Street 13/A . 3rd floor 1. (Hungary)
- g) Place of business: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)
- h) Mail address: H-1089 Budapest, Elnök Street 1. (Hungary)
- i) E-mail address: support@brewie.org
- j) Website: brewie.org
- k) Name of Chamber: Hungarian Chamber of Commerce and Industry

a) Name of hosting provider: Google LLC

Registered seat: 1669 Garrott Ave, Moncks Corner, SC29461, USA

Mail address: 1669 Garrott Ave, Moncks Corner, SC29461, USA

## 2. Definitions

The following concepts shall have the same meaning throughout the entire Terms as defined below regardless of the use of drop letters.

2.1. / (slash) means 'or'.

2.2. "Accessories" means any supplementary brewing equipment (excluding Brewie and Brewie Pad) that NEWITY manufactures for sale at the Shop, including (without limitation) Brewie Bag, Brewie Carry Bag, Brewie Party Keg and Starter Kit.

2.3. "Account" means the system on the Website by which you register and thereafter authenticate your privileges to access certain areas and features of the Website that we make available only to Registered Users. You can register on the Website by clicking the "Register" (or alike) and filling in all the necessary fields.

2.4. "Brewie" means the fully automated and highly user-friendly beer brewing machine (consisting of the Brewing Equipment and the Digital Equipment), completely designed, developed, produced and distributed by NEWITY. Brewie also means all machine versions of the current "Brewie B20" model in production and any newer version or series to be designed, developed, produced or distributed by NEWITY.

2.5. "Brewie Customer Service" means the primary online customer service maintained by NEWITY which gives assistance to the shopping, shipping and using of the Product, including the enforcement of guarantee and warranty rights and handling of customer complaints. Mail address: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary), e-mail address: support@brewie.org.

2.6. "Brewing Equipment" means all technical parts of Brewie, including (without limitation) tanks, containers, pumps, valves, tubes, hop cages, inlets, outlets, sensors, buttons, cooling and recycling systems.



2.7. “Brewie Pad” means the ready-to-brew package pre-assembled by NEWITY that includes all the ingredients you need to start using Brewie and which are officially listed as a Product on the Website.

2.8. “Brewie Shop” means the online web shop available at the Internet using the URL: [shop.brewie.org](http://shop.brewie.org).

2.9. “Company” means any User who purchased any of our Products by agreeing to the present Terms and cannot be regarded as a natural person acting for purposes which are outside his trade, business or profession.

2.10. “Contract” means the legally binding sales contract that is concluded between the Customer and NEWITY by accepting the Terms and the Privacy Policy and finishing the payment procedure for the ordered Product and receiving the confirmation e-mail of the shopping. The Terms and the Privacy Policy are inseparable parts of the Contract.

2.11. “Contribution” means any kind of comment, assistance, advice, recommendation, hint, link, recipe idea or other information (regardless the actual form, content or media type of the Contribution) that any User, Registered User, Customer or third party contributes to the Website or to the Social Media Platforms.

2.12. “Customer” means any User who purchased any of our Products by agreeing to the present Terms. In the context, “you”, “he” or “she” and “End User” are synonymous with Customer, and “your”, “his” or “her” is construed accordingly. Also, “you” includes your principal if you are accessing the Website in your capacity as an employee or agent of another.

2.13. "Day" means calendar day.

2.14. "Digital Content" means any data produced and supplied in a digital form by any Digital Equipment.

2.15. "Digital Equipment" means jointly:

- a) the digital parts of Brewie, including (without limitation) processors, displays, RFID readers, USB connectors; and
- b) the operating system (hereinafter: "Brewie OS"), including its archived versions and updates; and
- c) the related digital applications for any kind of platform (including, without limitations, the Recipe Creator).

2.16. "Estimated Delivery Time" or "EDT" means the estimated delivery time period of a purchased Product within which a purchased Product may be delivered any time by NEWITY or its authorized agents.

2.17. "Guarantee Card" means the guarantee document provided along with Brewie with which Customer may enforce guarantee rights during the Guarantee Period.

2.18. "Guarantee Period" means the definite 18 (eighteen) months long period starting on Takeover Day during which NEWITY provides guarantee for lack of conformity of the purchased Brewie.

2.19. "Improper Use" means any irregular usage method of any Product as follows:

- a) usage against the description of the Product (including the exceeding of the prescribed

- temperature intervals while using the Product); or
- b) usage against the Instruction of the User Manual; or
  - c) usage against the Instruction given by the Brewie OS; or
  - d) usage against the Instruction given by the Brewie Customer Service; or
  - e) exceeding the recommended quantity of any kind of ingredients while using the Product; or
  - f) usage contrary to the purpose of the Product; or
  - g) usage against common sense or usage in a negligent / careless way; or
  - h) usage against your best judgement or in an incapable / unsuitable condition; or
  - i) usage against the laws and administrative regulations of the location of the usage.

2.20. "Instruction" means any instruction of the User Manual related to the usage of any Product (regardless of the actual form, content or media type of the Instruction), including (without limitation):

- a) warning notices labelled as "IMPORTANT" or "CAUTION"; or
- b) warning notices of possible errors or damages in the Product; or
- c) warning notices of possible consequences at your own risk if proceeding; or
- d) warning notices of recommendations/advices for proper / optimal use; or
- e) expressed prohibitions or direct instructions (e.g. using a grounded socket).

Also, "Instruction" means any relevant laws and administrative regulations of the location of the usage.

2.21. "Intellectual Property" means (without limitation)

- a) all products;
- b) all inventions and patent applications that are or can be protected by patent rights;
- c) all softwares, films, photos, photo and graphical arts, craftsmanship, websites, mobile applications and databases that are or can be protected by copyrights;
- d) all signs, logos, brand names, and slogans that are or can be protected by trademark (e.g.

Brewie Ambassador Program);

e) all domain names and

f) all commercial secrecy

that may exist now or hereafter come into existence and all renewals and extensions thereof which are owned, to be owned, licensed, to be licensed, used or to be used by NEWITY in connection with the Product or the Website whether registered on national / European Union / international level or unregistered and regardless of whether any of such rights arise under any jurisdiction throughout the world.

In this regard, "Commercial Secrecy" means

a) any fact, information, know-how (including any technical, economic and other practical knowledge of value held in a form enabling identification, further including accumulated skills and experience and any combination thereof), and

b) other data, or a compilation thereof, connected to the economic activities of NEWITY

which are not publicly known related to the Product or which are not easily accessible to the Customer or other operators pursuing the same economic activities, and

which, if obtained and/or used by unauthorized persons, or if published or disclosed to others are likely to imperil or jeopardize the rightful financial, economic or commercial interest of NEWITY of such secrets.

2.22. "Minor Error" means an error / difference / phenomenon of the Product which has no significant effect on the operation / use of the Product or on the Customer's health / property whatsoever.

2.23. "NEWITY" means NEWITY Ltd., a legal entity corporation formed under the laws of Hungary (see further information in Section 1.). NEWITY means also its successors. "Us" and "we" are both synonymous with NEWITY, and references to "our" is construed accordingly.

2.24. "Party" means the Customer or NEWITY. "Parties" mean both the Customer and NEWITY accordingly.

2.25. "Privacy Policy" means the privacy policy of NEWITY describing how your personal data is collected and processed by NEWITY. The Privacy Policy must be construed and applied jointly with the Terms and the Legal Notice at all times.

2.26. "Product" means any equipment or device that NEWITY manufactures for sale at the Brewie Shop, including Brewie, Brewie Pad and Accessories. "Product" refers to the plural form accordingly.

2.27. "Registered User" means any User who has an Account.

2.28. "Registration" means the online process during which the User creates a new Account by giving his / her personal data on a form at the Website. For completing the Registration, the User must accept the Terms and the Privacy Policy. The Registration ends with the acceptance of the confirmation e-mail sent by NEWITY.

2.29. "Repair Service Provider" means any third party repair service provider with whom NEWITY has concluded a service contract for performing repair service work on Brewie related to the Guarantee Period or the Warranty Period.

2.30. "Social Media Platform" means all related social media platforms to the Website, including our Facebook-page ([link](#)), Instagram-account ([link](#)), Twitter-account ([link](#)) and Youtube-channel ([link](#)).

2.31. "Takeover Day" means the certified day when the Product is handed over to and taken over by the Customer and it means also the day of performance of the Contract by NEWITY and it also means the start of the Guarantee Period, the Warranty Period.

2.32. "Terms" means the current version of the present standard contract terms which has been unilaterally drafted in advance by NEWITY for several sales contracts involving different Customers, and which have not been individually negotiated by the Parties therefore.

2.33. "Third Party" means any person / legal entity other than the Customer or NEWITY.

2.34. "User" means any person who accesses the Website, regardless whether the User has an Account or not. Also, "User" includes the User's principal if the User is accessing the Website as an employee or agent of another.

2.35. "User Manual" means all information material and other documents pertaining to the purchased Product including, the user manual that comes with the Product, and the whole content of the Knowledge Center (e.g. News, User Manual, FAQ & Support, Starter's Guide, Quick Setup Guide) available at the Internet using the URL: [brewie.org/knowledge-center](http://brewie.org/knowledge-center).

2.36. "Vis Maior" means any unforeseen event or circumstance that has occurred beyond the Party's control and which could not have been avoided even if all reasonable measures had been taken. Vis Maior can be any (without limitations):

a) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or military or illegal confiscation, terrorist activities;

- b) nationalisation, government sanction, blockage, closing of borders, embargo;
- c) labour dispute, strike, lockout, unplanned factory breakdown;
- d) interruption or failure of electricity, construction works;
- e) acts of God, including fire, flood, earthquake, storm, hurricane or other natural disasters.

2.37. "Warranty Period" means the definite 24 (twenty-four) months long period starting on Takeover Day during which NEWITY provides warranty for lack of conformity of the purchased Product.

2.38. "Website" means our website available at the Internet using the URL: [brewie.org](http://brewie.org), [Brewie.ch](http://Brewie.ch), [barion.com](http://barion.com) and [szamlazz.hu](http://szamlazz.hu) is not part of the Website (link).

2.39. "Withdrawal Period" means the 14 (fourteen) days long period starting from the day when the Contract enters into force and means also the 14-days long period starting from Takeover Day during which Customer may withdraw from the Contract.

### 3. Application of Terms

3.1. The Contract is concluded and entered into force between the Parties as a result of the shopping with the joint fulfillment of the following:

- a) selecting the Product you want to order in the Brewie Shop; and
- b) accepting the Terms and the Privacy Policy by ticking the indicated checkboxes; and
- c) finishing the payment procedure for the ordered Product; and
- d) receiving a confirmation e-mail within 48 hours which includes your purchase information and a copy of the Terms and the Privacy Policy. In this regard, 'receiving' means that the confirmation e-mail becomes accessible to you even if the e-mail has been detected as spam by your e-mail service provider.

IMPORTANT! Please make sure that your e-mail host service will not block any e-mail that comes from NEWITY / Brewie Customer Service before you finish the payment procedure. Please also make sure that your e-mail inbox is not full, operates properly, is capable of receiving e-mails, is not blocked by your e-mail host service and that your network provider grants you access to the internet.

Should any of the steps above not fulfilled accordingly or should we not get a feedback from your e-mail host service that the confirmation e-mail has been successfully delivered and you can access it, the Contract will not be concluded between you and NEWITY and you will not be entitled to the ordered Product!

3.2. By concluding the Contract, you acknowledge and declare

- a) that you are legally competent and/or that you are of legal age to form a binding contract; and
- b) that the information you have provided is truthful and accurate and you have previously checked it before completing Registration or shopping; and
- c) that you acknowledge NEWITY's exclusive rights to the Intellectual Property and you acquire no right, title or interest in or to the Intellectual Property; and
- d) that you agree to keep in confidence all Intellectual Property; and
- e) that both the Terms and the Contract are governed solely by the laws of Hungary regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie's use; and
- f) that NEWITY has no control over and is not responsible for any external websites or resources that can be accessed through hyperlink that is included on the Website / Social Media Platforms; and
- g) that you have read, understood and acknowledged the entire Terms and Privacy Policy as binding.

3.3. The Contract is terminated



- a) upon the end of the Warranty Period following the Takeover Day as specified hereunder; or
- b) upon the withdrawal from the Contract by a Party; or
- c) upon the unilateral termination of the Contract by a Party; or
- d) upon the Parties' agreement for the termination of the Contract; or
- e) upon termination of the NEWITY without succession; or
- f) on other grounds provided for by law, court ruling or administrative decision.

3.4. The termination of Contract for any reason shall not affect the obligations that are already due between the Parties, which must be immediately performed.

3.5. The Contract contains all provisions agreed upon by the Parties. Any prior agreement which are not contained in the Contract does not form part of the Contract.

3.6. The Contract is not considered made in writing. The Contract will be registered by NEWITY and will be accessible after it is concluded between the Parties.

3.7. The language for the conclusion of Contract is English regardless of Customer's shipping address / place of residence or mother tongue.

3.8. If any provision of the Contract is held to be invalid, the relevant Hungarian laws shall prevail accordingly.

3.9. **IMPORTANT!** Both the Terms and the Contract are governed solely by the laws of Hungary regardless of your shipping address / place of residence, or the laws of your nationality or your shipping address / place of residence or the actual location of Brewie's use.

3.10. Neither the Terms, nor the Privacy Policy or the Legal Notice apply to any Social Media

Platform except where indicated otherwise. By using Social Media Platform, the Customer shall accept the own terms and conditions and privacy policy of that specific Social Media Platform.

3.11. NEWITY has not undertaken itself to any code of conduct to be bound whatsoever.

3.12. You can download both the current and archived texts of the Terms and Privacy Policy in readable and printable pdf format anytime from the Website free of charge without previous registration or order of the Product. We recommend that you act accordingly.

#### 4. Order of Shopping

4.1. IMPORTANT! Before starting your shopping please note that NEWITY will deliver your ordered Product only to Europe, the United States, Canada and Australia. You can order the Product only online and only through the Brewie Shop. Please note that the names of some functions or the order of shopping described below might change due to the update of the Website from time to time.

4.2. To buy a Product, go to the Brewie Shop and choose the Product you want to purchase by clicking on the “Add to cart” (or alike) button. Once selected a Product, a notice sign titled “Added to shopping cart” (or alike) will appear at the bottom of your browser. This means that you can now finish shopping if you like.

4.3. To finish shopping, click on the shopping basket icon (or alike) indicated at the top of the page. At the page “Shopping cart” (or alike), you can review the details of your order. Click on the “Checkout” (or alike) button and choose the way you want to finish shopping (meaning with or without registration) and fill in all the required fields (meaning billing and shipping information). Here you can also review again the details of your orders, but you can no longer change the

quantity of a chosen Product.

4.4. Correcting errors: You can correct any typo or other error until you begin the payment procedure with the “back to previous page” or similar function of your browser. You can also change the quantity of a Product at the ‘Quantity’ column, or delete the chosen Product by clicking on the ‘x’ mark indicated next to the ‘Price’ column or continue shopping by clicking on the “Go back to shop” (or alike) button. The Website automatically warns you:

- a) if you type an invalid character or value in a field;
- b) if filling of a field is obligatory (with a \* symbol);
- c) if filling of a field is not possible yet (with a red banning sign).

4.5. To start the payment, first review your order.

a) The subtotal price includes the Product price, the shipping price, value added taxes (VAT) and any other additional costs of your chosen Product. This subtotal price is the full price of the ordered Product, meaning that there will be no additional costs to pay during shopping with the following note.

b) The shipping price mainly depends on the type and quantity of the ordered Product(s), the actual place of manufacturing and assembling for distribution and the distance between the place of assembling and the shipping address.

These shipping prices are all available on the Brewie Shop or by contacting us at our customer support page.

c) You can only pay online via the Brewie Shop.

d) **IMPORTANT!** The subtotal price is the sum that you have to actually pay in full in advance to

finish your shopping. The subtotal price is always adjusted to your previously chosen destination country. This means that changes in the shipping address might affect the subtotal price.

All prices are subject of printing error / typo. In case of printing error / typo, NEWITY shall not be obliged to deliver the Product in accordance with the wrong price. Any typo will be corrected upon discovery and NEWITY reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions related to such typo.

If there is any discrepancy in the indicated prices shown at the Website or any Social Media Platform, the prices published on the Brewie Shop shall prevail at all times, including the seasonal offers / discounts.

NEWITY reserves the right to change the price of the Product from time to time. NEWITY will not refund if the price of the actual Product has been decreased between the date of your order/payment and the Takeover Day.

e) Payment: Once you reviewed the “Checkout” page and the indicated data matches your order and the data you have provided, click on the “Purchase” (or alike) button. You will be directed to an OTP Simplepay payment module, where you can pay the subtotal price of the ordered Product. Payment is accepted only with currency indicated at the “Checkout” page.

**IMPORTANT!** If you click on the “Purchase” button, a pop-up window will appear that warns you that clicking on the “Purchase” button automatically implies an obligation to pay for the ordered Product. You can finish shopping only if you confirm and acknowledge this payment obligation by clicking on the “Purchase” button.

4.6. Confirmation of payment: Once your payment is successful, your purchase information will

be registered in our system and an e-mail will be sent to your given e-mail address by szamlazz.hu, an invoice service provider. This e-mail includes your purchase information and will contain the electronic invoice of your purchase as well. After payment, you will be redirected to the Website.

**IMPORTANT!** Please notify the Brewie Customer Service without delay if you have not received your invoice as mentioned in this Section within 3 (three) days of payment.

4.7. Cancelling registration or shopping: NEWITY reserves the right to automatically cancel the ongoing registration procedure or the shopping and empty the Shopping cart:

- a) if the subtotal price is not fully paid; or
- b) if any price / Product or payment information is obviously incorrectly displayed due to printing error / typo / system malfunction; or
- c) if a system error / outer source (e.g. virus, hacking activity) / vis maior event causes the crash of the Website or generates any kind of malfunction at the Website or risks the safe and secure functioning of the Website; or
- d) if the Customer violates the Terms.

## 5. Shipping

5.1. Brewie, Brewie Pad and Accessories are not necessarily manufactured or assembled for distribution at the same location. If you purchase Brewie and other Products at the same time, NEWITY will set the timing of shipping within the EDT to deliver all purchased Products to your shipping address around the same date by default. You have no right to request the joint delivery of the Products in one package. You cannot take over the purchased Product in person.

5.2. NEWITY delivers the purchased Products to the latest shipping address provided by the Customer. It is the Customer's liability to immediately notify Brewie Customer Service if there is

any change in the shipping address. By failing to do so, the Customer shall bear all legal consequences and related costs.

5.3. Estimated Delivery Time (EDT): EDT is to be counted from the day of payment of the subtotal price. EDT depends on the ordered Product as follows:

- a) in case of ordering Brewie: 3 (three) months;
- b) in case of ordering Brewie Pad: 3 (three) weeks;
- c) in case of ordering Accessories: 2-7 (two to seven) weeks depending on the actual ordered Accessory and the number of items in stock.

5.4. IMPORTANT! NEWITY reserves the right to prolong EDT in the following cases:

- a) if shipping has required water transportation depending on the shipping address given by the Customer;
- b) if clearance of any kind has become necessary related to the shipping;
- c) if any cause of delay has occurred within the control of NEWITY;
- d) if any kind of Vis Maior has occurred.

5.5. NEWITY reserves the right to prolong EDT with 30 (thirty) days. In case of Vis Maior, EDT is prolonged with the actual time delay caused by Vis Maior.

5.6. NEWITY will send a prior notification e-mail to the Customer in all cases if EDT has to be prolonged. This e-mail contains the actual status of shipping, the reason of delay and the new EDT.

## 6. Takeover

6.1. NEWITY warrants that the Product is new and free and clear of any liens, encumbrances

security claims or other claims at the moment of the very first handover. NEWITY warrants that the Customer will acquire good and marketable title to all Product taken over by the Customer at the moment of the very first handover.

6.2. The Customer shall carefully inspect the delivered Product, including looking for possible external injury on the package and checking if the outer protective layer was not damaged during shipping.

- a) If the package is intact, the Customer will be required by NEWITY or its authorized agents to sign the document of acceptance of performance.
- b) If the package is not intact, the Customer has to report the error without delay to Brewie Customer Service (see Sections 8.8. and 17. for more details).

**IMPORTANT!** Please note that in case the package is not intact or the purchased Product clearly has an external injury, you can only enforce guarantee / warranty rights if you take over the Product.

6.3. By taking over of the Product, all risks related to the Product shall pass to the Customer.

6.4. The Guarantee Period and the Warranty Period will start on Takeover Day and the Customer may enforce his guarantee and warranty rights as detailed below.

6.5. NEWITY will safeguard the Product as an unauthorized agent under a course without mandate if the Product cannot be handed over to the Customer:

- a) due to the refusal of takeover by the Customer, or
- b) due to the Customer's omission of providing / confirming his valid shipping address.

In any of these cases NEWITY will inform the Customer without delay about the failure of

delivery with providing information that:

- a) all risks related to the Product will pass to the Customer on the planned date of handover, and
- b) Section 11.6. shall apply accordingly with that NEWITY will store the Product at the location of his choice.

## 7. Use of Brewie

7.1. The Customer shall follow the User Manual at all times, including usage, cleaning and storage of the Product. The Customer shall not use a Brewie Pad beyond its expiry date.

7.2. Brewie can be used offline, but this may affect its efficiency and certain features are available only if Brewie is connected to the internet. That is why we highly recommend to use Brewie online at all times if possible.

## 8. Guarantee and warranty rights

**IMPORTANT!** Sections 8-12. contains very important information in a Q&A style about your rights to enforce against NEWITY if there is a lack of conformity of your purchased Product.

In Section 8., you can read an overview that applies to both guarantee and warranty rights. Section 9. contains specific provisions for guarantee, while Section 10. contains the same for warranty claims. You can find the rules of Repair Service in Section 11. and the conditions of withdrawal in Section 12. Please read these Sections very carefully!

8.1. The following chart represents a timeline that starts with the Takeover Day and covers all guarantee and warranty rights that can be enforced during the Guarantee Period or the Warranty Period.



Takeover Day Guarantee Period (18 months) for Brewie

Guarantee rights are (in that fixed order):

- repair of Brewie;
- replacement of Brewie.

Warranty Period (24 months) for any Product

Warranty rights are:

- repair of the Product;
- replacement of the Product;
- requesting commensurate price reduction ;
- repair of the Product by yourself or have it repaired at NEWITY's expense;
- withdrawal from the Contract.

## 8.2. Who can enforce guarantee or warranty rights?

Both the guarantee and warranty rights may be enforced exclusively by the owner of the Product. If Brewie's ownership is transferred to someone, both the guarantee and warranty rights may be enforced by the new owner within the original Guarantee Period / Warranty Period. The change of Brewie's ownership does not have any effect on and does not renew or prolong the Guarantee Period / Warranty Period under any circumstances.

## 8.3. In what cases can you enforce guarantee or warranty rights?

- a) You may enforce guarantee or warranty rights in case of lack of conformity of Brewie or the Product.
- b) Both guarantee and warranty mean basically NEWITY's liability for flawless performance. This liability for flawless performance only applies to errors that occurred in the Product while it was under the manufacturer's or NEWITY's possession.
- c) **IMPORTANT!** You cannot enforce guarantee and warranty rights simultaneously at the same time. This means that you are only entitled to enforce either guarantee or warranty rights in case

of the same lack of conformity.

#### 8.4. What does “lack of conformity” mean?

“Lack of conformity” means that Brewie or the Product does not meet the requirements related to quality standards in effect at the time of the Takeover Day, or it does not meet the specifications provided by NEWITY. The following are not regarded as lack of conformity:

- a) Minor Error; or
- b) any error occurred during shipping from your shipping address / storing for repair that is in connection with the omission of yours to clean the Product before packaging and handing over to the selected courier service or directly to NEWITY or the Repair Service Provider (see Section 11.3. for more details).

#### 8.5. What are the differences between guarantee rights and warranty rights?

- a) One difference is that guarantee rights may only be enforced related to Brewie. On the other hand, warranty rights may be enforced related to any Product (including Brewie).
- b) Another difference is that in case of guarantee, NEWITY has to prove that the reason of lack of conformity of Brewie occurred after the Takeover Day. (This means that if you report an error of Brewie, NEWITY will inspect the error and if it turns out that the inspected Brewie does fulfill the related quality standards and requirements then you cannot enforce guarantee rights.) On the other hand, in case of warranty you have to prove that the Product has a lack of conformity.
- c) Another difference is that the Guarantee Period lasts for 18 (eighteen) months while the Warranty Period lasts for 24 (twenty-four) months starting on the Takeover Day. As the chart represents in Section 8.1., this means that during the first 18 (eighteen) months, the two time period coexist at the same time.

#### 8.6. What does the expiration of the Guarantee Period / Warranty period means?

- a) The expiration of both the Guarantee Period and the Warranty Period forfeits your guarantee / warranty rights in all respects, meaning that you cannot enforce neither guarantee rights nor

warranty rights once the Guarantee Period and the Warranty Period have expired.

b) The time period during which the Product is being repaired and you cannot use it, is excluded from both the Guarantee Period and the Warranty Period.

c) As regards any part of the thing that has been repaired or replaced, the time passage for the right to guarantee / warranty shall recommence. This provision shall apply also when another error emerges in consequence of the repair.

8.7. Against whom you can enforce guarantee or warranty rights?

You may enforce both guarantee and warranty rights only against NEWITY.

8.8. How can you enforce guarantee or warranty rights?

a) Any lack of conformity has to be reported via e-mail to Brewie Customer Service with the description of the error (preferably with pictures attached) and the direct request to enforce your claim of guarantee / warranty.

b) The report of a lack of conformity is a precondition to enforce any guarantee or warranty right.

c) You shall send this report of lack of conformity to Brewie Customer Service without delay (but not later than within 2 (two) months).

d) If you want to enforce repair, you may contact directly the Repair Service Provider as well. If you want to enforce replacement / commensurate price reduction / withdrawal, you may contact only Brewie Customer Service.

8.9. Who shall pay for the costs of enforcing guarantee or warranty rights?

a) NEWITY shall bear all costs of performing guarantee / warranty (including shipping of the Product from and to your original shipping address) except where indicated otherwise below.

b) IMPORTANT! NEWITY shall bear the shipping costs of the Product only

i. during the Warranty Period / Guarantee Period; and

ii. in the back and forth relation of your shipping address where the Product was taken over on

the Takeover Day; and

iii. if you hand over the Product to the selected courier service with C.O.D. (cash on delivery) option.

If changing your shipping address results in disproportionate expenses on the part of NEWITY, we will send an e-mail to you before shipping to inform you about the expected costs of the shipping that you shall bear.

c) You shall bear any cost or damage that results from the late notification of the lack of conformity (e.g. worsening of the error due to the delay).

d) IMPORTANT! NEWITY reserves the right to send you a message via the OS or an e-mail if the Brewie OS has detected an error to request a confirmation from you about the actual occurrence of the error. You shall bear any cost or damage that results from the late confirmation provided if the occurrence of the error has been proven. This delay is regarded as an omission of obligation to prevent and mitigate damages.

e) You shall bear any cost related to the repair / replacement of the Product that occurs beyond the Guarantee Period / Warranty Period.

f) You shall bear any cost incurred in connection with the fulfillment of guarantee obligations if the reported error of the Product is attributable in part to your failure to fulfill maintenance obligations. The covering of these costs are to the extent commensurate to your involvement, if you had sufficient information relating to maintenance, or if NEWITY has provided the information required to that effect.

8.10. What are the joint rules for claims for repair and replacement?

a) In case of lack of conformity of a Product, you may enforce only repair first.

b) If repair is not possible within a reasonable period of time and without harming your interest,

you may enforce replacement secondly.

c) You cannot enforce repair or replacement if the chosen one of these guarantee/warranty rights is impossible to perform or it would result in disproportionate expenses on the part of NEWITY as compared to an alternative remedy (see Section 10.2.), taking into account:

- i. the value the Product would have had there been no lack of conformity, and
- ii. the significance of the non-performance, and
- iii. the harm caused to you upon compliance with the guarantee/warranty right.

d) In this regard, 'repair' means any necessary interference in NEWITY's discretion depending on the nature of the error in order to cease the lack of conformity of the Product. NEWITY reserves the right to choose the necessary repair work and the place of repair without harming your interest.

e) In this regard, 'replacement' means to provide another product with the same properties as the replaced one.

f) NEWITY is not obliged to provide a replacement product for the time of repair.

g) In this regard, 'within a reasonable period of time' means the necessary time for repair / replacement with taking into consideration of:

- i. the nature and extent of error, and
- ii. the geographical distances between your shipping address and the place of repair / replace, and
- iii. the available spare parts in stock.

h) In this regard, 'impossible' means e.g. that the Product is no longer in production or is out of stock.

i) In this regard, 'disproportionate expenses' mean e.g. if repair of the Product is less expensive than the replacement.

j) In this regard, 'proportionate measures' mean that repair is seen as the main guarantee/warranty right related to Brewie, and replacement refers to less expensive Products.

k) If you acquire any financial advantage at the expense of NEWITY as a result of repair or replacement, you shall be obliged to return the monetary value of the advantage by law.

## 9. Guarantee for Brewie

9.1. The guarantee: NEWITY provides guarantee only for lack of conformity of Brewie. NEWITY does not provide any guarantee in connection with any other Product than Brewie. The guarantee shall not affect the Customer's other enforceable rights derived from law.

9.2. Guarantee rights: The Customer can enforce the following guarantee rights in this fixed order:

- a) repair of Brewie (or if it is not possible according to Section 8.10.),
- b) replacement of Brewie.

IMPORTANT! NEWITY is not obliged to replace Brewie within 3 (three) days of the Takeover Day upon enforcing such replacement if the reported lack of conformity is regarded as a Minor Error.

9.3. The Guarantee Period: NEWITY provides guarantee only during the Guarantee Period and only under the conditions set out in this Terms.

- a) The Guarantee Period terminates automatically without any further legal statement or notification from NEWITY.
- b) The Guarantee Period cannot be renewed or prolonged by the Customer's request or claim.
- c) Any guarantee rights can only be enforced during the Guarantee Period. If NEWITY fails to fulfill his obligations in good time when so requested by the Customer, the guarantee claim may be enforced before the court within 3 (three) months after the deadline set out in the request even if the Guarantee Period has already expired. The expiry of this 3 (three) months period forfeit this guarantee claim.
- d) The remaining time from the Guarantee Period is informatively recorded by OS of Brewie.

9.4. The Guarantee Card: Brewie is delivered along with a Guarantee Card. The Guarantee Card contains the following information:

- a) name and registered seat of NEWITY;
- b) name and serial number of purchased Brewie;
- c) name and registered seat of manufacturer;
- d) date of conclusion of the Contract;
- e) Takeover Day;
- f) guarantee rights, Guarantee Period and conditions of exercising guarantee rights, including information of that the guarantee shall not affect the Customer's other enforceable rights derived from law;
- g) information on the right to request an arbitration proceeding of the competent arbitration board in case of a legal dispute between the Parties.

9.5. Enforcing guarantee rights: Guarantee rights may be enforced with the Guarantee Card. In case of a missing Guarantee Card, guarantee rights may be enforced with the invoice of the purchased Brewie as well.

**IMPORTANT!** This means that if you do not possess the Guarantee Card, neither the invoice of the purchased Brewie, or you cannot prove that you have purchased the Brewie directly from NEWITY then you cannot enforce any guarantee rights.

9.6. Release from guarantee obligation: NEWITY shall be released from guarantee obligation if able to prove that the cause of the error occurred after the Takeover Day. Such error might occur especially (without limitation) in the following cases:

- a) any form of Improper Use of Brewie, especially when the Brewie OS has logged the occurrence of Improper Use;
- b) if not carefully cleaning Brewie as instructed before packaging it for repair works;
- c) any repair works performed by other than NEWITY or the Repair Service Provider;
- d) any brewing procedure without using a Brewie Bag;
- e) disassembling Brewie by the Customer;

f) decrypting, altering, modifying or hacking Brewie / Digital Equipment / Digital Content.

## 10. Warranty for the Product

10.1. NEWITY provides warranty for lack of conformity of any Product. You may switch from the warranty right you have selected to another. You have to cover the cost of switch-over, unless it was made necessary by NEWITY's conduct or for other reasons.

### 10.2. Warranty rights:

You can enforce the following warranty rights in this fixed order:

- a) repair of the Product (or if it is not possible according to Section 8.10.),
- b) replacement of the Product.

If NEWITY refuses to provide repair or replacement or is unable to fulfill that obligation within a reasonable period of time and without harming your interest, or if repair or replacement no longer serves your interest, you can enforce the following warranty rights in this fixed order:

- c) requesting commensurate price reduction, or
- d) repairing the error yourself or have it repaired at NEWITY's expense, or
- e) withdraw from the Contract (see Section 12.).

### 10.3. Special provisions related to warranty rights:

- a) In this regard, 'commensurate price reduction' means the partial repay of the Product price with taking into consideration of:
  - i. the nature and extent of error, and
  - ii. the usability, and
  - iii. the reduction in value, and



iv. the reduced operating hours, and  
v. the overall aesthetic effect  
of the Product.

b) NEWITY reserves the right to argue the incurred cost if you choose to repair the error of the Product yourself or have it repaired with a third party.

c) Brewie Pad can only be replaced within its expiry date indicated outside the package and only before it is used for any brewing process.

10.4. The Warranty Period: NEWITY provides warranty only during the Warranty Period. The Warranty Period cannot be renewed or prolonged except where indicated otherwise.

10.5. Enforcing warranty rights: Before enforcing warranty rights, you have to prove to NEWITY that the Contract has been concluded between you and NEWITY. You can use your invoice of the purchased Product to prove this as well.

10.6. Release from warranty obligation: NEWITY shall be released from warranty obligation if able to prove that:

a) the state of general scientific and technical knowledge at the time when it put the Product into distribution was not such as to enable the existence of an error to be discovered; or

b) the error in the Product was caused by the application of a law or a regulatory provision prescribed by the authorities.

c) the cause of the error occurred after the Takeover Day due to your or third party's fault (see Section 9.6.).

A proof of one of these cases is enough for NEWITY to be released from warranty obligation by law.

## 11. Repair Service

11.1. Any repair works shall be performed solely by NEWITY or the Repair Service Provider and solely at the repair service facility of NEWITY or the Repair Service Provider. No claims shall be demanded by the Customer related to any repair works performed on the Product by other person than NEWITY or the Repair Service Provider during the Guarantee Period or thereafter.

11.2. The Customer is entitled to enforce a request for repair work directly at the Repair Service Provider. The list of the Repair Service Providers can be found at <http://brewie.org/service-partners> . NEWITY will send a notification e-mail to the Customer if a new Repair Service Provider is added to the list.

11.3. The Customer shall take care of packaging and handing over the Product to the selected courier service or directly to NEWITY or the Repair Service Provider.

**IMPORTANT!** This Section particularly applies to the packaging and mailing of Brewie for repair works. Please read it carefully!

a) Before packaging, the Customer shall remove any liquid from the Product and shall clean and wipe dry all inner parts and surfaces as detailed in the User Manual. By failing to do so, the Customer shall bear all legal consequences and related cleaning costs.

**IMPORTANT!** The necessary cleaning of the Product before any repair work is neither part of guarantee, nor part of warranty. NEWITY reserves the right to demand the costs of cleaning directly from the Customer.

b) NEWITY highly recommends to pack the Product in its original package. Otherwise, the Customer shall use appropriate packaging that will ensure the safe and secure transportation of

the Product and that will also meet the packaging requirements issued by the selected courier service.

IMPORTANT! You can read more about how to properly pack in your Brewie at <http://brewie.org/customer-and-tech-support>.

c) NEWITY highly recommends for the Customer to take pictures of the Product before packaging from every angle as well of the packaged Product. NEWITY highly recommends for the Customer to send the pictures taken to the Brewie Customer Service.

11.4. NEWITY shall be released from liability if any damage occurs to the Product due to the inappropriate package of the Product or due to the fault of the courier service while transporting the Product.

11.5. After repair works are performed, NEWITY will send a notification e-mail to the Customer which contains that:

- a) Brewie is ready to deliver to the Customer; and
- b) the repair work performed falls within or beyond guarantee / warranty; and
- c) the incurred costs (if any); and
- d) the Customer will be required to confirm the shipping address.

11.6. NEWITY or the Repair Service Provider will store the Product free of charge for 60 (sixty) consecutive days at the repair service facility. Storing of the Product will continue for additional 90 (ninety) consecutive days for a storage cost if shipping of the Product cannot be performed due to the Customer's fault. If this additional 90 (ninety) consecutive days has elapsed too without the successful delivery of the Product to the Customer, NEWITY reserves the right to consider this omission of the Customer as an act of abandoning ownership of the Product by the Customer.

## 12. Withdrawal and Refund Policy

### 12.1. What is the right to withdraw?

- a) You are entitled to withdraw from the Contract without stating any reasons. NEWITY reserves the right to ask you for your reasons of withdrawal, but you are not obliged to state any reasons.
- b) You are not entitled to withdraw from the Contract due to a Minor Error.

### 12.2. What is the legal effect of withdrawal?

- a) Return of the Product: If you withdraw from the Contract, you have to return or hand over the Product (preferably in its original packaging) to NEWITY within 14 (fourteen) days of sending your statement of withdrawal.
- b) You shall bear all costs – including any shipping cost – of the return of the Product. The return shipping cost is estimated to be the same as the delivery shipping cost.
- c) You shall bear all legal consequences and related costs:
  - i. if the returned Product has any kind of error that cannot be regarded as lack of conformity or
  - ii. if the value reduction of the Product is due to the exceedance of the extent of usage which is necessary to inspect the Product and its basic operation.
- d) Repayment: If you withdraw from the Contract, we will pay back the price of the purchased Product along with the related shipping cost within 14 (fourteen) days of receipt of your statement of withdrawal.
- e) We are not obliged to repay any additional cost that incurred in connection that you have requested other than the normal shipping method that is necessary under the circumstance of your order.
- f) We will use the same payment method that you used when purchasing the Product except if you explicitly provide your consent to us to use other payment method.
- g) We are entitled by law to withhold the repayment until we receive the returned Product or until you prove that you have handed over the Product to the selected courier service (the earlier

date of the two shall be taken into consideration).

### 12.3. How can you enforce your right to withdraw?

If you would like to withdraw from the Contract, you have to send a statement of this intention via e-mail or mail to the Brewie Customer Service (see Section 1. for contact information). You can also use the Sample of Withdrawal Form (see Section 20.).

### 12.4. When can you withdraw from the Contract?

- a) You are entitled to withdraw from the Contract only during the Withdrawal Period. This means that upon enforcing withdrawal, you have to send the statement of withdrawal before the Withdrawal Period expires.
- b) The Withdrawal Period expires 14 (fourteen) days after the Takeover Day. The Withdrawal Period cannot be renewed or prolonged.
- c) You can also withdraw from the Contract in the case described in Section 10.2. e).
- d) You can also withdraw from the Contract if EDT exceeds 6 (six) months dated from the conclusion of the Contract and the Contract no longer serves the Customer's interest.

## 13. Intellectual Property

13.1. Brewie, Brewie Pad, Accessories, Brewing Equipment, Digital Equipment, Digital Content, and all contents of the Website are expressly subject to this entire Section. Any kind of Contribution is expressly excluded from this Section.

13.2. Recipe ideas or Contributions shared/published online/offline is not regarded as Brewie Pad under any circumstances.

13.3. **IMPORTANT!** The Customer shall keep in confidence all Intellectual Property. The

confidentiality obligation shall remain in force indefinitely following the termination of the Contract.

13.4. It is prohibited for the Customer:

- a) to commercially use any Intellectual Property;
- b) to decrypt, alter, modify, hack, disclose, sell or commercially use Brewie / Digital Equipment / Digital Content / Website / Social Media Platforms;
- c) to upload any harmful / illegal / offending / indecent / violent content to the OS / Website / Social Media Platforms;
- d) to unauthorizedly collect any data from the Brewie OS / Website / Social Media Platforms;
- e) to disclose, sell or commercially use the Commercial Secrecy of the Product that he became aware from any source, including the usage of the Product;
- f) to save or print any content from the OS / Website / Social Media Platforms for other than personal use.

13.5. The confidentiality obligation are not subject to the following cases but only to the extent of such disclosure and limited to its purpose:

- a) The disclosure of Intellectual Property following the receipt of the written consent representing such will from the other Party; and
- b) The disclosure of Intellectual Property which has become public before the disclosure by the other Party; and
- c) The disclosure of Intellectual Property by the Party is required by law.

## 14. NEWITY Rights

14.1. NEWITY reserves the right to unilaterally change the Terms or the Privacy Policy in which case NEWITY will send a notification e-mail to the Customer to inform him about the recent

updates and the date when the updates will go into effect.

IMPORTANT! By the continuous use of the Product after the date when the updates go into effect, you declare that you have read, understood and acknowledged the entire updated Privacy Policy as binding. The updated Terms will have no retroactive effect on the Contract that has been already concluded between the Parties.

14.2. NEWITY reserves the right to alter, modify, expand or erase any content / part / subpage of the Website or to add any content to the Website.

14.3. NEWITY reserves the right to suspend or delete an Account if the Customer violates the Sections of the Terms which are related to the fair use of the Website / Social Media Platforms.

14.4. NEWITY reserves the right to retain title of ownership of the Product until the purchase price is paid in full. The purchase price is considered settled at the time when NEWITY's payment service provider credited the price to NEWITY's payment account.

14.5. NEWITY reserves the right to withdraw from the Contract if in consequence of non-performance by the Customer, NEWITY's interest in contractual performance has ceased.

## 15. NEWITY Liability

15.1. IMPORTANT! NEWITY shall not be held liable to any degree in cases referred in this Section. This means that in these cases the Customer may act at his own risk which might void guarantee/warranty or other rights of his derived from the Contract.

15.2. NEWITY expressly excludes any liability for the Contract related to the following:

- a) any decision made by the Customer based on the use of Brewie;
- b) the ignorance of the notification e-mail and messages via the Brewie OS by the Customer, especially if this might lead to harming the physical integrity / health of a person, or that might damage one's property;
- c) any Contribution regardless of whether it appears on the Website or on the Social Media Platforms or on other site (in particular, sites related to brewery);
- d) any content that might be accessed with any outbound link that is placed on the Website or on the Social Media Platform;
- e) any Product that was not purchased through the Brewie Shop;
- f) the operation and lawfulness of Barion and szamlazz.hu;
- g) the use of an expired Brewie Pad;
- h) if the Customer suffers any kind of health risk by not using a Brewie Pad;
- i) any circumstance that is considered Vis Maior and might affect the production, shipping or usage of the Product;

IMPORTANT! Please note that this includes common cases such as undergoing construction works nearby which might disturb the sensors of Brewie during operation.

- j) the operation, functionality, quality and price of any public utility that the Consumer uses, such as (without limitation) of water / power supply;
- k) the operation of any accessory, plug or alike that does not come along with Brewie but is necessary for its operation, such as (without limitation) plug / wire with defective contact, ungrounded socket.

15.3. If NEWITY's liability cannot be limited according to the laws of the Customer's place of residence or status, then NEWITY's liability is limited to the greatest possible extent permitted by that specific set of laws.



15.4. All pictures and video images on the Website / Social Media Platforms are shown for illustration purpose only. The actual Product may vary due to product enhancement.

15.5. Any remark on the Website / Social Media Platform, such as (without limitation) “save time” or “save money” is shown for illustration purpose only and cannot be interpreted literally. Any remark paraphrased in the present Section may not be legal ground for any claim by the Customer.

## 16. Customer Liability

16.1. You use the Product at your own risk at all times.

16.2. You are solely liable that the information you provide is truthful and accurate at all times. NEWITY does not check the information you provide. You shall cooperate with NEWITY during the life of the Contract, and you shall be duty bound to communicate information to NEWITY on circumstances relevant to the Contract.

IMPORTANT! If any data (especially the shipping address, bank account number, contact information) you provided has changed, you have to notify the Brewie Customer Service about the change without delay by giving them your new data. By failing to do so, NEWITY reserves the right:

- to withhold the Product before takeover (see Section 6.5.) or
  - to withhold the pay back of the price of the Product in case of withdrawal
- and the Customer shall bear all legal consequences and related costs.

16.3. You are solely liable for any damage that occurs to you related to the untruth, inaccuracy or

insufficiency of your personal data.

16.4. You are solely liable:

- a) that you have exclusive right of disposition over your given e-mail address and your Account;
- b) to take all necessary measures in order to keep your passwords safe and secure related to your Account / e-mail address / Social Media Platforms;
- c) to notify the Brewie Customer Service you experience any sign of security breach into the Brewie OS, your Account or your e-mail account;
- d) to use safe and secure internet networks / connections, passwords and electronic devices;
- e) to use internet networks and wifi-password as prescribed in the User Manual;
- f) to ensure that the Brewie OS is updated regularly so that Brewie can function properly at all times;
- g) to use the Product as prescribed in the User Manual;
- h) to read, understand and acknowledge the terms and conditions and privacy policy of any Social Media Platform before you start using it;
- i) to clearly distinguish yourself from NEWITY while communicating on the Website / Social Media Platform.

16.5. You are solely liable also:

- a) to pack and mail the Product for repair work as prescribed in Section 11.3.;
- b) to take pictures of the Product before packaging from every angle as well of the packaged Product before mailing it for repair work;
- c) to take pictures of the Product when receiving it after the repair work;
- d) to keep all documents related to the purchased Product, including (without limitation) the document of acceptance of performance, the invoice of your purchase, the Guarantee Card, the User Manual and preferably the original package of the Product;
- e) to notify any person to whom you transfer your Brewie's ownership (e.g. by selling it) about the content of this Terms;

- f) to notify Brewie Customer Service if you experience any error while using the Product or if you intend to enforce guarantee or warranty rights;
- g) to indicate the serial number of your Brewie when communicating with Brewie Customer Service.

## 17. Customer Assistance and Complaint Handling

17.1. All customer assistance and complaint handling are exclusively served by Brewie Customer Service. The Customer may not rely, in support of his claim or presumption, on any kind of Contribution or comment, assistance, advice, recommendation, hint, link and other information that is not stated by Brewie Customer Service.

17.2. Before contacting Brewie Customer Service, NEWITY highly recommends you to carefully read the User Manual, especially the Knowledge Center, where you most likely find help and answer to your question.

17.3. The primary form of communication between the Customer and Brewie Customer Service is by filling out our forms at <http://brewie.org/customer-and-tech-support> especially when you would like to enforce guarantee, warranty or withdrawal rights. The secondary form of communication are mail and messages through the e-mail address indicated on the link above.

17.4. **IMPORTANT!** Please always indicate the serial number of your Brewie when communicating with the Brewie Customer Service to identify you easier. Please use the e-mail address that belongs to your Account if possible.

17.5. You can submit your complaint to the Brewie Customer Service via mail or e-mail (see Section 2.6.). We will answer your submitted complaint within 30 (thirty) days of receipt via e-

mail. If we reject your complaint, we will do so in a reasoned statement.

## 18. Governing Laws and Dispute Resolution

18.1. The Contract shall be governed and interpreted in accordance with the relevant laws of Hungary, excluding all other choice of law and conflicts of law rules.

18.2. To any issues not regulated in the Terms the provisions of the relevant Hungarian laws shall prevail.

18.3. Any dispute arising from or in connection with the Contract shall be amicably solved. If Parties cannot reach an amicable solution, the dispute shall be referred to the competent court.

18.4. Arbitration Board: You also have the right to request an arbitration proceeding of the arbitration board attached to the competent Budapest Chamber of Commerce and Industry (hereinafter: "Arbitration Board") which has exclusive jurisdiction related to the Contract. NEWITY will cooperate with the Arbitration Board under any circumstances.

a) **IMPORTANT!** The precondition of requesting such arbitration proceeding is that you have attempted to settle the dispute directly with NEWITY first.

b) The Arbitration Board has the responsibility to attempt to reach a conciliation agreement out of court between the Parties for the settlement of the dispute or, failing this, to adopt a decision in the case to enforce consumer rights simply, efficiently and practically and under the principle of cost-efficiency.

c) The Arbitration Board also provides advice upon the Customer's request on the rights and obligations of the Customer as well.

d) The official language in arbitration proceedings is Hungarian.

e) Contact information:

i. Registered seat: H-1016 Budapest, Krisztina krt. 99. 3rd floor 310. (Hungary);

ii. Mail address: H-1253 Budapest, Pf.: 10. (Hungary)

iii. Phone number: +36-1-488-21-31

iv. Website: <http://bekeltet.hu/>

18.5. Online Dispute Resolution (“ODR”): You also have the right to submit a complaint to the ODR platform which is an online platform provided by the European Commission to allow customers and traders in the European Union or Norway, Iceland, and Lichtenstein to resolve disputes relating to online purchases of goods without going to court. The ODR platform is not linked to any trader. You can use it to take your complaint to an approved dispute resolution body .

18.6. In case of any dispute arising from or in connection with the Contract – including the validity, interpretation, performance or termination of the Contract –:

a) in cases belonging to court district court competence, Parties agree to submit themselves to the exclusive competence of the Central District Court of Buda (address: H-1021 Budapest, Budakeszi út 51/b., Hungary);

b) in cases belonging to regional court competence, Parties agree to submit themselves to the exclusive competence of the Székesfehérvár Regional Court (address: H-8000 Székesfehérvár, Dózsa Gy. út 1., Hungary);

18.7. In case of any dispute related to Trademarks, the Budapest-Capital Regional Court shall have exclusive jurisdiction.

19. Exemptions related to Companies

IMPORTANT! The following provisions shall apply if the Customer is regarded as Company.

19.1. The Company cannot enforce any guarantee rights.

19.2. In case of a Company, the Warranty Period is a definite 12 (twelve) months long period starting on Takeover Day.

19.3. The Company may only enforce repair or replacement (in this fixed order) as warranty rights.

19.4. The Company shall send a report of lack of conformity to Brewie Customer Service without delay (but not later than within 2 (two) days).

19.5. The Company is entitled to withdraw from the Contract only in cases described in Section 12.4. c) and d).

19.6. The Privacy Policy shall not apply to the Company.

## 20. Sample of Withdrawal Form

IMPORTANT! Please fill and return this Form below to the indicated address only in case you would like to withdraw from the Contract. Statement of Withdrawal

Address: NEWITY Korlátolt Felelősségű Társaság; Mail address: H-1089 Budapest, Elnök street 1.;  
Phone number: +36-1-699-9018; E-mail address: support@brewie.org.

I, the undersigned (please indicate your full name here) ..... declare that I hereby intend to enforce my right to withdraw related to the Contract of the following purchased Product. (You can find the requested information on your Guarantee Card.)

Product details:

- Name of Product: .....

- Serial number of Product: .....

Date of conclusion of Contract (yy/mm/dd): .....

Date of Takeover Day (yy/mm/dd): .....

Full name of Customer: .....

Address of Customer: .....

Signature of Customer: .....

(Signature is only needed if this Statement of Withdrawal is submitted by mail.)

Date and place: .....

Place and date: Budapest (Hungary), May 31st, 2018.

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## **Terms and Conditions archive**

**Last modified: May 31th, 2018**

Modifications: hypelinks have been updated. Barion has been removed as a payment provider.

**Last modified: May 5th, 2018**

Modifications: e-mail addresses have been updated from info@brewie.org to support@brewie.org

**Last modified: February 17th, 2018.**

What is this about?

Welcome to Brewie.org! Brewie is the world's first fully automated and highly user-friendly beer brewing machine which is capable of producing 20 liters of wort giving you the opportunity to brew your own craft beers of your liking without any difficulty or supervision.

Brewie is designed, developed, produced and distributed by NEWITY Ltd. (hereinafter: "NEWITY"). By purchasing one of our products, you are agreeing to this Terms & Conditions (hereinafter: "Terms"). Once accepted, this Terms becomes a legally binding contract between you and NEWITY which entitles you different rights but also imposes liability to properly use Brewie. That is why we strongly advise to read the Terms very carefully.

If you have any questions, please do not hesitate to contact us via info@brewie.org before moving on.

You can read more about Brewie and our other Products here.

Most important!

Throughout the Terms, we will highlight you the essential parts with a note 'IMPORTANT!'. However, we explicitly draw your attention separately to the following provisions hereby:

a) Brewie itself does not produce alcohol or liquid that contains any form of alcohol. As a result of



the brewing process, Brewie makes wort which can be fermented to alcoholic beverage as a separate procedure, independently from the use of Brewie. NEWITY does not sell alcoholic products, only ingredients for the brewing process and beer making.

b) Once you finish your shopping and click the “Purchase” (or alike) button as detailed below, you will be asked to pay for the Product you ordered. By failing to do so, the Terms will not be concluded between you and NEWITY and you will not be entitled to the ordered Product.

c) It is important that your e-mail host service does not block any e-mail that is sent by NEWITY / Brewie Customer Service. Please note that any statement via e-mail is regarded effective if it becomes accessible to you even if the e-mail has been detected as spam by your e-mail service provider.

d) The shipping of your purchased Product might be prolonged due to special circumstances (see Section 5.)

e) As a Customer, you will be granted different guarantee and warranty rights related to Brewie / Product for a limited time period. Please note that certain actions or omissions of yours while using Brewie might partially or completely void these rights (see Sections 8-10. and 12.).

f) The Terms is in English but is governed solely by the laws of Hungary regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie’s use.

g) You can find the rules of fair use for our Website in the Legal Notice here. Please read it carefully too.

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### 1. General NEWITY Information

a) Full name of NEWITY: NEWITY Limited Partnership (in Hungarian: NEWITY Korlátolt Felelősségű Társaság)

- b) Short name of NEWITY: NEWITY Ltd. (in Hungarian: NEWITY Kft.)
- c) Company registration number: 01 09 891557
- d) Court of Registry: Registry Court of Budapest-Capital Regional Court
- e) Tax number: 14159097-2-41
- f) Registered seat: H-1053 Budapest, Királyi Pál Street 13/A . 3rd floor 1. (Hungary)
- g) Place of business: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)
- h) Mail address: H-1089 Budapest, Elnök Street 1. (Hungary)
- i) E-mail address: info@brewie.org
- j) Website: brewie.org
- k) Name of Chamber: Hungarian Chamber of Commerce and Industry
- a) Name of hosting provider: Google LLC
- ☒ Registered seat: 1669 Garrott Ave, Moncks Corner, SC29461, USA
- ☒ Mail address: 1669 Garrott Ave, Moncks Corner, SC29461, USA

## 2. Definitions

The following concepts shall have the same meaning throughout the entire Terms as defined below regardless of the use of drop letters.

2.1. / (slash) means 'or'.

2.2. "Accessories" means any supplementary brewing equipment (excluding Brewie and Brewie Pad) that NEWITY manufactures for sale at the Shop, including (without limitation) Brewie Bag, Brewie Carry Bag, Brewie Party Keg and Starter Kit.

2.3. "Account" means the system on the Website by which you register and thereafter authenticate your privileges to access certain areas and features of the Website that we make available only to Registered Users. You can register on the Website by clicking the "Register" (or alike) and filling in all the necessary fields.

2.4. “Barion” means a server-based electronic money system established and operated by Barion Payment Inc. and the electronic money service provided by Barion Payment Inc. You can read more about Barion here.

2.5. “Brewie” means the fully automated and highly user-friendly beer brewing machine (consisting of the Brewing Equipment and the Digital Equipment), completely designed, developed, produced and distributed by NEWITY. Brewie also means all machine versions of the current “Brewie B20” model in production and any newer version or series to be designed, developed, produced or distributed by NEWITY.

2.6. “Brewie Customer Service” means the primary online customer service maintained by NEWITY which gives assistance to the shopping, shipping and using of the Product, including the enforcement of guarantee and warranty rights and handling of customer complaints. Mail address: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary), e-mail address: info@brewie.org.

2.7. “Brewing Equipment” means all technical parts of Brewie, including (without limitation) tanks, containers, pumps, valves, tubes, hop cages, inlets, outlets, sensors, buttons, cooling and recycling systems.

2.8. “Brewie Pad” means the ready-to-brew package pre-assembled by NEWITY that includes all the ingredients you need to start using Brewie and which are officially listed as a Product on the Website.

2.9. “Brewie Shop” means the online web shop available at the Internet using the URL: shop.brewie.org.

2.10. "Company" means any User who purchased any of our Products by agreeing to the present Terms and cannot be regarded as a natural person acting for purposes which are outside his trade, business or profession.

2.11. "Contract" means the legally binding sales contract that is concluded between the Customer and NEWITY by accepting the Terms and the Privacy Policy and finishing the payment procedure for the ordered Product and receiving the confirmation e-mail of the shopping. The Terms and the Privacy Policy are inseparable parts of the Contract.

2.12. "Contribution" means any kind of comment, assistance, advice, recommendation, hint, link, recipe idea or other information (regardless the actual form, content or media type of the Contribution) that any User, Registered User, Customer or third party contributes to the Website or to the Social Media Platforms.

2.13. "Customer" means any User who purchased any of our Products by agreeing to the present Terms. In the context, "you", "he" or "she" and "End User" are synonymous with Customer, and "your", "his" or "her" is construed accordingly. Also, "you" includes your principal if you are accessing the Website in your capacity as an employee or agent of another.

2.14. "Day" means calendar day.

2.15. "Digital Content" means any data produced and supplied in a digital form by any Digital Equipment.

2.16. "Digital Equipment" means jointly:

a) the digital parts of Brewie, including (without limitation) processors, displays, RFID readers,

USB connectors; and

b) the operating system (hereinafter: "Brewie OS"), including its archived versions and updates; and

c) the related digital applications for any kind of platform (including, without limitations, the Recipe Creator).

2.17. "Estimated Delivery Time" or "EDT" means the estimated delivery time period of a purchased Product within which a purchased Product may be delivered any time by NEWITY or its authorized agents.

2.18. "Guarantee Card" means the guarantee document provided along with Brewie with which Customer may enforce guarantee rights during the Guarantee Period.

2.19. "Guarantee Period" means the definite 18 (eighteen) months long period starting on Takeover Day during which NEWITY provides guarantee for lack of conformity of the purchased Brewie.

2.20. "Improper Use" means any irregular usage method of any Product as follows:

a) usage against the description of the Product (including the exceeding of the prescribed temperature intervals while using the Product); or

b) usage against the Instruction of the User Manual; or

c) usage against the Instruction given by the Brewie OS; or

d) usage against the Instruction given by the Brewie Customer Service; or

e) exceeding the recommended quantity of any kind of ingredients while using the Product; or

f) usage contrary to the purpose of the Product; or

g) usage against common sense or usage in a negligent / careless way; or

h) usage against your best judgement or in an incapable / unsuitable condition; or

i) usage against the laws and administrative regulations of the location of the usage.

2.21. "Instruction" means any instruction of the User Manual related to the usage of any Product (regardless of the actual form, content or media type of the Instruction), including (without limitation):

- a) warning notices labelled as "IMPORTANT" or "CAUTION"; or
- b) warning notices of possible errors or damages in the Product; or
- c) warning notices of possible consequences at your own risk if proceeding; or
- d) warning notices of recommendations/advices for proper / optimal use; or
- e) expressed prohibitions or direct instructions (e.g. using a grounded socket).

Also, "Instruction" means any relevant laws and administrative regulations of the location of the usage.

2.22. "Intellectual Property" means (without limitation)

- a) all products;
- b) all inventions and patent applications that are or can be protected by patent rights;
- c) all softwares, films, photos, photo and graphical arts, craftsmanship, websites, mobile applications and databases that are or can be protected by copyrights;
- d) all signs, logos, brand names, and slogans that are or can be protected by trademark (e.g. Brewie Ambassador Program);
- e) all domain names and
- f) all commercial secrecy

that may exist now or hereafter come into existence and all renewals and extensions thereof which are owned, to be owned, licensed, to be licensed, used or to be used by NEWITY in connection with the Product or the Website whether registered on national / European Union / international level or unregistered and regardless of whether any of such rights arise under any jurisdiction throughout the world.

In this regard, "Commercial Secrecy" means

a) any fact, information, know-how (including any technical, economic and other practical knowledge of value held in a form enabling identification, further including accumulated skills and experience and any combination thereof), and

b) other data, or a compilation thereof, connected to the economic activities of NEWITY

which are not publicly known related to the Product or which are not easily accessible to the Customer or other operators pursuing the same economic activities, and

which, if obtained and/or used by unauthorized persons, or if published or disclosed to others are likely to imperil or jeopardize the rightful financial, economic or commercial interest of NEWITY of such secrets.

2.22. "Minor Error" means an error / difference / phenomenon of the Product which has no significant effect on the operation / use of the Product or on the Customer's health / property whatsoever.

2.23. "NEWITY" means NEWITY Ltd., a legal entity corporation formed under the laws of Hungary (see further information in Section 1.). NEWITY means also its successors. "Us" and "we" are both synonymous with NEWITY, and references to "our" is construed accordingly.

2.24. "Party" means the Customer or NEWITY. "Parties" mean both the Customer and NEWITY accordingly.

2.25. "Privacy Policy" means the privacy policy of NEWITY describing how your personal data is collected and processed by NEWITY. The Privacy Policy must be construed and applied jointly with the Terms and the Legal Notice at all times.

2.26. "Product" means any equipment or device that NEWITY manufactures for sale at the



Brewie Shop, including Brewie, Brewie Pad and Accessories. "Product" refers to the plural form accordingly.

2.27. "Registered User" means any User who has an Account.

2.28. "Registration" means the online process during which the User creates a new Account by giving his / her personal data on a form at the Website. For completing the Registration, the User must accept the Terms and the Privacy Policy. The Registration ends with the acceptance of the confirmation e-mail sent by NEWITY.

2.29. "Repair Service Provider" means any third party repair service provider with whom NEWITY has concluded a service contract for performing repair service work on Brewie related to the Guarantee Period or the Warranty Period.

2.30. "Social Media Platform" means all related social media platforms to the Website, including our Facebook-page ([link](#)), Instagram-account ([link](#)), Twitter-account ([link](#)) and Youtube-channel ([link](#)).

2.31. "Takeover Day" means the certified day when the Product is handed over to and taken over by the Customer and it means also the day of performance of the Contract by NEWITY and it also means the start of the Guarantee Period, the Warranty Period.

2.32. "Terms" means the current version of the present standard contract terms which has been unilaterally drafted in advance by NEWITY for several sales contracts involving different Customers, and which have not been individually negotiated by the Parties therefore.

2.33. "Third Party" means any person / legal entity other than the Customer or NEWITY.

2.34. "User" means any person who accesses the Website, regardless whether the User has an Account or not. Also, "User" includes the User's principal if the User is accessing the Website as an employee or agent of another.

2.35. "User Manual" means all information material and other documents pertaining to the purchased Product including, the user manual that comes with the Product, and the whole content of the Knowledge Center (e.g. News, User Manual, FAQ & Support, Starter's Guide, Quick Setup Guide) available at the Internet using the URL: [brewie.org/knowledge-center](http://brewie.org/knowledge-center) .

2.36. "Vis Maior" means any unforeseen event or circumstance that has occurred beyond the Party's control and which could not have been avoided even if all reasonable measures had been taken. Vis Maior can be any (without limitations):

- a) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or military or illegal confiscation, terrorist activities;
- b) nationalisation, government sanction, blockage, closing of borders, embargo;
- c) labour dispute, strike, lockout, unplanned factory breakdown;
- d) interruption or failure of electricity, construction works;
- e) acts of God, including fire, flood, earthquake, storm, hurricane or other natural disasters.

2.37. "Warranty Period" means the definite 24 (twenty-four) months long period starting on Takeover Day during which NEWITY provides warranty for lack of conformity of the purchased Product.

2.38. "Website" means our website available at the Internet using the URL: [brewie.org](http://brewie.org). [Brewie.ch](http://Brewie.ch), [barion.com](http://barion.com) and [szamlazz.hu](http://szamlazz.hu) is not part of the Website (link).

2.39. "Withdrawal Period" means the 14 (fourteen) days long period starting from the day when the Contract enters into force and means also the 14-days long period starting from Takeover Day during which Customer may withdraw from the Contract.

### 3. Application of Terms

3.1. The Contract is concluded and entered into force between the Parties as a result of the shopping with the joint fulfillment of the following:

- a) selecting the Product you want to order in the Brewie Shop; and
- b) accepting the Terms and the Privacy Policy by ticking the indicated checkboxes; and
- c) finishing the payment procedure for the ordered Product; and
- d) receiving a confirmation e-mail within 48 hours which includes your purchase information and a copy of the Terms and the Privacy Policy. In this regard, 'receiving' means that the confirmation e-mail becomes accessible to you even if the e-mail has been detected as spam by your e-mail service provider.

**IMPORTANT!** Please make sure that your e-mail host service will not block any e-mail that comes from NEWITY / Brewie Customer Service before you finish the payment procedure. Please also make sure that your e-mail inbox is not full, operates properly, is capable of receiving e-mails, is not blocked by your e-mail host service and that your network provider grants you access to the internet.

Should any of the steps above not fulfilled accordingly or should we not get a feedback from your e-mail host service that the confirmation e-mail has been successfully delivered and you can access it, the Contract will not be concluded between you and NEWITY and you will not be entitled to the ordered Product!

3.2. By concluding the Contract, you acknowledge and declare

- a) that you are legally competent and/or that you are of legal age to form a binding contract; and
- b) that the information you have provided is truthful and accurate and you have previously checked it before completing Registration or shopping; and
- c) that you acknowledge NEWITY's exclusive rights to the Intellectual Property and you acquire no right, title or interest in or to the Intellectual Property; and
- d) that you agree to keep in confidence all Intellectual Property; and
- e) that both the Terms and the Contract are governed solely by the laws of Hungary regardless of your shipping address / place of residence or the laws of your nationality or the actual location of Brewie's use; and
- f) that NEWITY has no control over and is not responsible for any external websites or resources that can be accessed through hyperlink that is included on the Website / Social Media Platforms; and
- g) that you have read, understood and acknowledged the entire Terms and Privacy Policy as binding.

### 3.3. The Contract is terminated

- a) upon the end of the Warranty Period following the Takeover Day as specified hereunder; or
- b) upon the withdrawal from the Contract by a Party; or
- c) upon the unilateral termination of the Contract by a Party; or
- d) upon the Parties' agreement for the termination of the Contract; or
- e) upon termination of the NEWITY without succession; or
- f) on other grounds provided for by law, court ruling or administrative decision.

3.4. The termination of Contract for any reason shall not affect the obligations that are already due between the Parties, which must be immediately performed.

3.5. The Contract contains all provisions agreed upon by the Parties. Any prior agreement which are not contained in the Contract does not form part of the Contract.

3.6. The Contract is not considered made in writing. The Contract will be registered by NEWITY and will be accessible after it is concluded between the Parties.

3.7. The language for the conclusion of Contract is English regardless of Customer's shipping address / place of residence or mother tongue.

3.8. If any provision of the Contract is held to be invalid, the relevant Hungarian laws shall prevail accordingly.

3.9. IMPORTANT! Both the Terms and the Contract are governed solely by the laws of Hungary regardless of your shipping address / place of residence, or the laws of your nationality or your shipping address / place of residence or the actual location of Brewie's use.

3.10. Neither the Terms, nor the Privacy Policy or the Legal Notice apply to any Social Media Platform except where indicated otherwise. By using Social Media Platform, the Customer shall accept the own terms and conditions and privacy policy of that specific Social Media Platform.

3.11. NEWITY has not undertaken itself to any code of conduct to be bound whatsoever.

3.12. You can download both the current and archived texts of the Terms and Privacy Policy in readable and printable pdf format anytime from the Website free of charge without previous registration or order of the Product. We recommend that you act accordingly.

## 4. Order of Shopping

4.1. IMPORTANT! Before starting your shopping please note that NEWITY will deliver your

ordered Product only to those countries which can be selected at the beginning of shopping. You can order the Product only online and only through the Brewie Shop. Please note that the names of some function or the order of shopping described below might change due to the update of the Website from time to time.

4.2. To buy a Product, go to the Brewie Shop and select your country of residence from the pop-up window “Select your country” (or alike). Choose the Product you want to purchase by clicking on the “Add to cart” (or alike) button. Once selected a Product, a notice sign titled “Added to shopping cart” (or alike) will appear at the bottom of your browser. This means that you can now finish shopping if you like.

4.3. To finish shopping, click on the shopping basket icon (or alike) indicated at the top of the page. At the page “Shopping cart” (or alike), you can review the details of your order. Click on the “Checkout” (or alike) button and choose the way you want to finish shopping (meaning with or without registration) and fill in all the required fields (meaning billing and shipping information). Here you can also review again the details of your orders, but you can no longer change the quantity of a chosen Product.

4.4. Correcting errors: You can correct any typo or other error until you begin the payment procedure with the “back to previous page” or similar function of your browser. You can also change the quantity of a Product at the ‘Quantity’ column, or delete the chosen Product by clicking on the ‘x’ mark indicated next to the ‘Price’ column or continue shopping by clicking on the “Go back to shop” (or alike) button. The Website automatically warns you:

- a) if you type an invalid character or value in a field;
- b) if filling of a field is obligatory (with a \* symbol);
- c) if filling of a field is not possible yet (with a red banning sign).

4.5. To start the payment, first review your order.

a) The subtotal price includes the Product price, the shipping price, value added taxes (VAT) and any other additional costs of your chosen Product. This subtotal price is the full price of the ordered Product, meaning that there will be no additional costs to pay during shopping with the following note.

b) The shipping price mainly depends on the type and quantity of the ordered Product(s), the actual place of manufacturing and assembling for distribution and the distance between the place of assembling and the shipping address.

These shipping prices are all available on the Brewie Shop or by contacting us at <mailto:support@brewie.org>.

c) You can only pay online via the Brewie Shop.

d) **IMPORTANT!** The subtotal price is the sum that you have to actually pay in full in advance to finish your shopping. The subtotal price is always adjusted to your previously chosen destination country. This means that changes in the shipping address might affect the subtotal price.

All prices are subject of printing error / typo. In case of printing error / typo, NEWITY shall not be obliged to deliver the Product in accordance with the wrong price. Any typo will be corrected upon discovery and NEWITY reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions related to such typo.

If there is any discrepancy in the indicated prices shown at the Website or any Social Media Platform, the prices published on the Brewie Shop shall prevail at all times, including the seasonal offers / discounts.

NEWITY reserves the right to change the price of the Product from time to time. NEWITY will not refund if the price of the actual Product has been decreased between the date of your order/payment and the Takeover Day.

e) Payment: Once you reviewed the “Checkout” page and the indicated data matches your order and the data you have provided, click on the “Purchase” (or alike) button. You will be redirected to Barion, where you can pay the subtotal price of the ordered Product. On Barion’s site, you can pay with Barion Wallet or with your credit card by providing the requested and necessary information. Payment is accepted only with currency indicated at the “Checkout” page.

IMPORTANT! If you click on the “Purchase” button, a pop-up window will appear that warns you that clicking on the “Purchase” button automatically implies an obligation to pay for the ordered Product. You can finish shopping only if you confirm and acknowledge this payment obligation by clicking on the “Purchase” button.

4.6. Confirmation of payment: Once your payment is successful, your purchase information will be registered in our system and an e-mail will be sent to your given e-mail address by szamlazz.hu, an invoice service provider. This e-mail includes your purchase information and will contain the electronic invoice of your purchase as well. After payment, you will be redirected to the Website.

IMPORTANT! Please notify the Brewie Customer Service without delay if you have not received your invoice as mentioned in this Section within 3 (three) days of payment.

4.7. Cancelling registration or shopping: NEWITY reserves the right to automatically cancel the ongoing registration procedure or the shopping and empty the Shopping cart:

a) if the subtotal price is not fully paid; or



- b) if any price / Product or payment information is obviously incorrectly displayed due to printing error / typo / system malfunction; or
- c) if a system error / outer source (e.g. virus, hacking activity) / vis maior event causes the crash of the Website or generates any kind of malfunction at the Website or risks the safe and secure functioning of the Website; or
- d) if the Customer violates the Terms.

## 5. Shipping

5.1. Brewie, Brewie Pad and Accessories are not necessarily manufactured or assembled for distribution at the same location. If you purchase Brewie and other Products at the same time, NEWITY will set the timing of shipping within the EDT to deliver all purchased Products to your shipping address around the same date by default. You have no right to request the joint delivery of the Products in one package. You cannot take over the purchased Product in person.

5.2. NEWITY delivers the purchased Products to the latest shipping address provided by the Customer. It is the Customer's liability to immediately notify Brewie Customer Service if there is any change in the shipping address. By failing to do so, the Customer shall bear all legal consequences and related costs.

5.3. Estimated Delivery Time (EDT): EDT is to be counted from the day of payment of the subtotal price. EDT depends on the ordered Product as follows:

- a) in case of ordering Brewie: 3 (three) months;
- b) in case of ordering Brewie Pad: 3 (three) weeks;
- c) in case of ordering Accessories: 2-7 (two to seven) weeks depending on the actual ordered Accessory and the number of items in stock.

5.4. IMPORTANT! NEWITY reserves the right to prolong EDT in the following cases:

- a) if shipping has required water transportation depending on the shipping address given by the Customer;
- b) if clearance of any kind has become necessary related to the shipping;
- c) if any cause of delay has occurred within the control of NEWITY;
- d) if any kind of Vis Maior has occurred.

5.5. NEWITY reserves the right to prolong EDT with 30 (thirty) days. In case of Vis Maior, EDT is prolonged with the actual time delay caused by Vis Maior.

5.6. NEWITY will send a prior notification e-mail to the Customer in all cases if EDT has to be prolonged. This e-mail contains the actual status of shipping, the reason of delay and the new EDT.

## 6. Takeover

6.1. NEWITY warrants that the Product is new and free and clear of any liens, encumbrances security claims or other claims at the moment of the very first handover. NEWITY warrants that the Customer will acquire good and marketable title to all Product taken over by the Customer at the moment of the very first handover.

6.2. The Customer shall carefully inspect the delivered Product, including looking for possible external injury on the package and checking if the outer protective layer was not damaged during shipping.

- a) If the package is intact, the Customer will be required by NEWITY or its authorized agents to sign the document of acceptance of performance.
- b) If the package is not intact, the Customer has to report the error without delay to Brewie Customer Service (see Sections 8.8. and 17. for more details).

IMPORTANT! Please note that in case the package is not intact or the purchased Product clearly has an external injury, you can only enforce guarantee / warranty rights if you take over the Product.

6.3. By taking over of the Product, all risks related to the Product shall pass to the Customer.

6.4. The Guarantee Period and the Warranty Period will start on Takeover Day and the Customer may enforce his guarantee and warranty rights as detailed below.

6.5. NEWITY will safeguard the Product as an unauthorized agent under a course without mandate if the Product cannot be handed over to the Customer:

- a) due to the refusal of takeover by the Customer, or
- b) due to the Customer's omission of providing / confirming his valid shipping address.

In any of these cases NEWITY will inform the Customer without delay about the failure of delivery with providing information that:

- a) all risks related to the Product will pass to the Customer on the planned date of handover, and
- b) Section 11.6. shall apply accordingly with that NEWITY will store the Product at the location of his choice.

## 7. Use of Brewie

7.1. The Customer shall follow the User Manual at all times, including usage, cleaning and storage of the Product. The Customer shall not use a Brewie Pad beyond its expiry date.

7.2. Brewie can be used offline, but this may affect its efficiency and certain features are available

only if Brewie is connected to the internet. That is why we highly recommend to use Brewie online at all times if possible.

## 8. Guarantee and warranty rights

IMPORTANT! Sections 8-12. contains very important information in a Q&A style about your rights to enforce against NEWITY if there is a lack of conformity of your purchased Product.

In Section 8., you can read an overview that applies to both guarantee and warranty rights. Section 9. contains specific provisions for guarantee, while Section 10. contains the same for warranty claims. You can find the rules of Repair Service in Section 11. and the conditions of withdrawal in Section 12. Please read these Sections very carefully!

8.1. The following chart represents a timeline that starts with the Takeover Day and covers all guarantee and warranty rights that can be enforced during the Guarantee Period or the Warranty Period.

Takeover Day Guarantee Period (18 months) for Brewie

Guarantee rights are (in that fixed order):

- repair of Brewie;
- replacement of Brewie.

Warranty Period (24 months) for any Product

Warranty rights are:

- repair of the Product;
- replacement of the Product;
- requesting commensurate price reduction ;
- repair of the Product by yourself or have it repaired at NEWITY's expense;
- withdrawal from the Contract.

## 8.2. Who can enforce guarantee or warranty rights?

Both the guarantee and warranty rights may be enforced exclusively by the owner of the Product. If Brewie's ownership is transferred to someone, both the guarantee and warranty rights may be enforced by the new owner within the original Guarantee Period / Warranty Period. The change of Brewie's ownership does not have any effect on and does not renew or prolong the Guarantee Period / Warranty Period under any circumstances.

## 8.3. In what cases can you enforce guarantee or warranty rights?

- a) You may enforce guarantee or warranty rights in case of lack of conformity of Brewie or the Product.
- b) Both guarantee and warranty mean basically NEWITY's liability for flawless performance. This liability for flawless performance only applies to errors that occurred in the Product while it was under the manufacturer's or NEWITY's possession.
- c) **IMPORTANT!** You cannot enforce guarantee and warranty rights simultaneously at the same time. This means that you are only entitled to enforce either guarantee or warranty rights in case of the same lack of conformity.

## 8.4. What does "lack of conformity" mean?

"Lack of conformity" means that Brewie or the Product does not meet the requirements related to quality standards in effect at the time of the Takeover Day, or it does not meet the specifications provided by NEWITY. The following are not regarded as lack of conformity:

- a) Minor Error; or
- b) any error occurred during shipping from your shipping address / storing for repair that is in connection with the omission of yours to clean the Product before packaging and handing over to the selected courier service or directly to NEWITY or the Repair Service Provider (see Section 11.3. for more details).

8.5. What are the differences between guarantee rights and warranty rights?

- a) One difference is that guarantee rights may only be enforced related to Brewie. On the other hand, warranty rights may be enforced related to any Product (including Brewie).
- b) Another difference is that in case of guarantee, NEWITY has to prove that the reason of lack of conformity of Brewie occurred after the Takeover Day. (This means that if you report an error of Brewie, NEWITY will inspect the error and if it turns out that the inspected Brewie does fulfill the related quality standards and requirements then you cannot enforce guarantee rights.) On the other hand, in case of warranty you have to prove that the Product has a lack of conformity.
- c) Another difference is that the Guarantee Period lasts for 18 (eighteen) months while the Warranty Period lasts for 24 (twenty-four) months starting on the Takeover Day. As the chart represents in Section 8.1., this means that during the first 18 (eighteen) months, the two time period coexist at the same time.

8.6. What does the expiration of the Guarantee Period / Warranty period means?

- a) The expiration of both the Guarantee Period and the Warranty Period forfeits your guarantee / warranty rights in all respects, meaning that you cannot enforce neither guarantee rights nor warranty rights once the Guarantee Period and the Warranty Period have expired.
- b) The time period during which the Product is being repaired and you cannot use it, is excluded from both the Guarantee Period and the Warranty Period.
- c) As regards any part of the thing that has been repaired or replaced, the time passage for the right to guarantee / warranty shall recommence. This provision shall apply also when another error emerges in consequence of the repair.

8.7. Against whom you can enforce guarantee or warranty rights?

You may enforce both guarantee and warranty rights only against NEWITY.

8.8. How can you enforce guarantee or warranty rights?

- a) Any lack of conformity has to be reported via e-mail to Brewie Customer Service with the description of the error (preferably with pictures attached) and the direct request to enforce your claim of guarantee / warranty.
- b) The report of a lack of conformity is a precondition to enforce any guarantee or warranty right.
- c) You shall send this report of lack of conformity to Brewie Customer Service without delay (but not later than within 2 (two) months).
- d) If you want to enforce repair, you may contact directly the Repair Service Provider as well. If you want to enforce replacement / commensurate price reduction / withdrawal, you may contact only Brewie Customer Service.

#### 8.9. Who shall pay for the costs of enforcing guarantee or warranty rights?

- a) NEWITY shall bear all costs of performing guarantee / warranty (including shipping of the Product from and to your original shipping address) except where indicated otherwise below.
- b) IMPORTANT! NEWITY shall bear the shipping costs of the Product only
  - ☒ during the Warranty Period / Guarantee Period; and
  - ☒ in the back and forth relation of your shipping address where the Product was taken over on the Takeover Day; and
  - ☒ if you hand over the Product to the selected courier service with C.O.D. (cash on delivery) option.

If changing your shipping address results in disproportionate expenses on the part of NEWITY, we will send an e-mail to you before shipping to inform you about the expected costs of the shipping that you shall bear.

- c) You shall bear any cost or damage that results from the late notification of the lack of conformity (e.g. worsening of the error due to the delay).
- d) IMPORTANT! NEWITY reserves the right to send you a message via the OS [and/or] an e-mail

if the Brewie OS has detected an error to request a confirmation from you about the actual occurrence of the error. You shall bear any cost or damage that results from the late confirmation provided if the occurrence of the error has been proven. This delay is regarded as an omission of obligation to prevent and mitigate damages.

e) You shall bear any cost related to the repair / replacement of the Product that occurs beyond the Guarantee Period / Warranty Period.

f) You shall bear any cost incurred in connection with the fulfillment of guarantee obligations if the reported error of the Product is attributable in part to your failure to fulfill maintenance obligations. The covering of these costs are to the extent commensurate to your involvement, if you had sufficient information relating to maintenance, or if NEWITY has provided the information required to that effect.

#### 8.10. What are the joint rules for claims for repair and replacement?

a) In case of lack of conformity of a Product, you may enforce only repair first.

b) If repair is not possible within a reasonable period of time and without harming your interest, you may enforce replacement secondly.

c) You cannot enforce repair or replacement if the chosen one of these guarantee/warranty rights is impossible to perform or it would result in disproportionate expenses on the part of NEWITY as compared to an alternative remedy (see Section 10.2.), taking into account:

☐ the value the Product would have had there been no lack of conformity, and

☐ the significance of the non-performance, and

☐ the harm caused to you upon compliance with the guarantee/warranty right.

d) In this regard, 'repair' means any necessary interference in NEWITY's discretion depending on the nature of the error in order to cease the lack of conformity of the Product. NEWITY reserves the right to choose the necessary repair work and the place of repair without harming your interest.

e) In this regard, 'replacement' means to provide another product with the same properties as the



replaced one.

f) NEWITY is not obliged to provide a replacement product for the time of repair.

g) In this regard, 'within a reasonable period of time' means the necessary time for repair / replacement with taking into consideration of:

☐ the nature and extent of error, and

☐ the geographical distances between your shipping address and the place of repair / replace, and

☐ the available spare parts in stock.

h) In this regard, 'impossible' means e.g. that the Product is no longer in production or is out of stock.

i) In this regard, 'disproportionate expenses' mean e.g. if repair of the Product is less expensive than the replacement.

j) In this regard, 'proportionate measures' mean that repair is seen as the main guarantee/warranty right related to Brewie, and replacement refers to less expensive Products.

k) If you acquire any financial advantage at the expense of NEWITY as a result of repair or replacement, you shall be obliged to return the monetary value of the advantage by law.

## 9. Guarantee for Brewie

9.1. The guarantee: NEWITY provides guarantee only for lack of conformity of Brewie. NEWITY does not provide any guarantee in connection with any other Product than Brewie. The guarantee shall not affect the Customer's other enforceable rights derived from law.

9.2. Guarantee rights: The Customer can enforce the following guarantee rights in this fixed order:

a) repair of Brewie (or if it is not possible according to Section 8.10.),

b) replacement of Brewie.

**IMPORTANT!** NEWITY is not obliged to replace Brewie within 3 (three) days of the Takeover

Day upon enforcing such replacement if the reported lack of conformity is regarded as a Minor Error.

9.3. The Guarantee Period: NEWITY provides guarantee only during the Guarantee Period and only under the conditions set out in this Terms.

- a) The Guarantee Period terminates automatically without any further legal statement or notification from NEWITY.
- b) The Guarantee Period cannot be renewed or prolonged by the Customer's request or claim.
- c) Any guarantee rights can only be enforced during the Guarantee Period. If NEWITY fails to fulfill his obligations in good time when so requested by the Customer, the guarantee claim may be enforced before the court within 3 (three) months after the deadline set out in the request even if the Guarantee Period has already expired. The expiry of this 3 (three) months period forfeit this guarantee claim.
- d) The remaining time from the Guarantee Period is informatively recorded by OS of Brewie.

9.4. The Guarantee Card: Brewie is delivered along with a Guarantee Card. The Guarantee Card contains the following information:

- a) name and registered seat of NEWITY;
- b) name and serial number of purchased Brewie;
- c) name and registered seat of manufacturer;
- d) date of conclusion of the Contract;
- e) Takeover Day;
- f) guarantee rights, Guarantee Period and conditions of exercising guarantee rights, including information of that the guarantee shall not affect the Customer's other enforceable rights derived from law;
- g) information on the right to request an arbitration proceeding of the competent arbitration board in case of a legal dispute between the Parties.

9.5. Enforcing guarantee rights: Guarantee rights may be enforced with the Guarantee Card. In

case of a missing Guarantee Card, guarantee rights may be enforced with the invoice of the purchased Brewie as well.

IMPORTANT! This means that if you do not possess the Guarantee Card, neither the invoice of the purchased Brewie, or you cannot prove that you have purchased the Brewie directly from NEWITY then you cannot enforce any guarantee rights.

9.6. Release from guarantee obligation: NEWITY shall be released from guarantee obligation if able to prove that the cause of the error occurred after the Takeover Day. Such error might occur especially (without limitation) in the following cases:

- a) any form of Improper Use of Brewie, especially when the Brewie OS has logged the occurrence of Improper Use;
- b) if not carefully cleaning Brewie as instructed before packaging it for repair works;
- c) any repair works performed by other than NEWITY or the Repair Service Provider;
- d) any brewing procedure without using a Brewie Bag;
- e) disassembling Brewie by the Customer;
- f) decrypting, altering, modifying or hacking Brewie / Digital Equipment / Digital Content.

## 10. Warranty for the Product

10.1. NEWITY provides warranty for lack of conformity of any Product. You may switch from the warranty right you have selected to another. You have to cover the cost of switch-over, unless it was made necessary by NEWITY's conduct or for other reasons.

### 10.2. Warranty rights:

You can enforce the following warranty rights in this fixed order:

- a) repair of the Product (or if it is not possible according to Section 8.10.),
- b) replacement of the Product.

If NEWITY refuses to provide repair or replacement or is unable to fulfill that obligation within a reasonable period of time and without harming your interest, or if repair or replacement no longer serves your interest, you can enforce the following warranty rights in this fixed order:

- c) requesting commensurate price reduction, or
- d) repairing the error yourself or have it repaired at NEWITY's expense, or
- e) withdraw from the Contract (see Section 12.).

10.3. Special provisions related to warranty rights:

a) In this regard, 'commensurate price reduction' means the partial repay of the Product price with taking into consideration of:

- ☐ the nature and extent of error, and
- ☐ the usability, and
- ☐ the reduction in value, and
- ☐ the reduced operating hours, and
- ☐ the overall aesthetic effect

of the Product.

b) NEWITY reserves the right to argue the incurred cost if you choose to repair the error of the Product yourself or have it repaired with a third party.

c) Brewie Pad can only be replaced within its expiry date indicated outside the package and only before it is used for any brewing process.

10.4. The Warranty Period: NEWITY provides warranty only during the Warranty Period. The Warranty Period cannot be renewed or prolonged except where indicated otherwise.

10.5. Enforcing warranty rights: Before enforcing warranty rights, you have to prove to NEWITY that the Contract has been concluded between you and NEWITY. You can use your invoice of the

purchased Product to prove this as well.

10.6. Release from warranty obligation: NEWITY shall be released from warranty obligation if able to prove that:

a) the state of general scientific and technical knowledge at the time when it put the Product into distribution was not such as to enable the existence of an error to be discovered; or

b) the error in the Product was caused by the application of a law or a regulatory provision prescribed by the authorities.

c) the cause of the error occurred after the Takeover Day due to your or third party's fault (see Section 9.6.).

A proof of one of these cases is enough for NEWITY to be released from warranty obligation by law.

## 11. Repair Service

11.1. Any repair works shall be performed solely by NEWITY or the Repair Service Provider and solely at the repair service facility of NEWITY or the Repair Service Provider. No claims shall be demanded by the Customer related to any repair works performed on the Product by other person than NEWITY or the Repair Service Provider during the Guarantee Period or thereafter.

11.2. The Customer is entitled to enforce a request for repair work directly at the Repair Service Provider. The list of the Repair Service Providers can be found here. NEWITY will send a notification e-mail to the Customer if a new Repair Service Provider is added to the list.

11.3. The Customer shall take care of packaging and handing over the Product to the selected courier service or directly to NEWITY or the Repair Service Provider.

IMPORTANT! This Section particularly applies to the packaging and mailing of Brewie for repair works. Please read it carefully!

a) Before packaging, the Customer shall remove any liquid from the Product and shall clean and wipe dry all inner parts and surfaces as detailed in the User Manual. By failing to do so, the Customer shall bear all legal consequences and related cleaning costs.

IMPORTANT! The necessary cleaning of the Product before any repair work is neither part of guarantee, nor part of warranty. NEWITY reserves the right to demand the costs of cleaning directly from the Customer.

b) NEWITY highly recommends to pack the Product in its original package. Otherwise, the Customer shall use appropriate packaging that will ensure the safe and secure transportation of the Product and that will also meet the packaging requirements issued by the selected courier service.

IMPORTANT! You can read more about how to properly pack in your Brewie [here](#).

c) NEWITY highly recommends for the Customer to take pictures of the Product before packaging from every angle as well of the packaged Product. NEWITY highly recommends for the Customer to send the pictures taken to the Brewie Customer Service.

11.4. NEWITY shall be released from liability if any damage occurs to the Product due to the inappropriate package of the Product or due to the fault of the courier service while transporting the Product.

11.5. After repair works are performed, NEWITY will send a notification e-mail to the Customer which contains that:

- a) Brewie is ready to deliver to the Customer; and
- b) the repair work performed falls within or beyond guarantee / warranty; and
- c) the incurred costs (if any); and
- d) the Customer will be required to confirm the shipping address.

11.6. NEWITY or the Repair Service Provider will store the Product free of charge for 60 (sixty) consecutive days at the repair service facility. Storing of the Product will continue for additional 90 (ninety) consecutive days for a storage cost if shipping of the Product cannot be performed due to the Customer's fault. If this additional 90 (ninety) consecutive days has elapsed too without the successful delivery of the Product to the Customer, NEWITY reserves the right to consider this omission of the Customer as an act of abandoning ownership of the Product by the Customer.

## 12. Withdrawal and Refund Policy

12.1. What is the right to withdraw?

- a) You are entitled to withdraw from the Contract without stating any reasons. NEWITY reserves the right to ask you for your reasons of withdrawal, but you are not obliged to state any reasons.
- b) You are not entitled to withdraw from the Contract due to a Minor Error.

12.2. What is the legal effect of withdrawal?

- a) Return of the Product: If you withdraw from the Contract, you have to return or hand over the Product (preferably in its original packaging) to NEWITY within 14 (fourteen) days of sending your statement of withdrawal.
- b) You shall bear all costs – including any shipping cost – of the return of the Product. The return

shipping cost is estimated to be the same as the delivery shipping cost.

c) You shall bear all legal consequences and related costs:

☒ if the returned Product has any kind of error that cannot be regarded as lack of conformity or

☒ if the value reduction of the Product is due to the exceedance of the extent of usage which is necessary to inspect the Product and its basic operation.

d) Repayment: If you withdraw from the Contract, we will pay back the price of the purchased Product along with the related shipping cost within 14 (fourteen) days of receipt of your statement of withdrawal.

e) We are not obliged to repay any additional cost that incurred in connection that you have requested other than the normal shipping method that is necessary under the circumstance of your order.

f) We will use the same payment method that you used when purchasing the Product except if you explicitly provide your consent to us to use other payment method.

g) We are entitled by law to withhold the repayment until we receive the returned Product or until you prove that you have handed over the Product to the selected courier service (the earlier date of the two shall be taken into consideration).

### 12.3. How can you enforce your right to withdraw?

If you would like to withdraw from the Contract, you have to send a statement of this intention via e-mail or mail to the Brewie Customer Service (see Section 1. for contact information). You can also use the Sample of Withdrawal Form (see Section 20.).

### 12.4. When can you withdraw from the Contract?

a) You are entitled to withdraw from the Contract only during the Withdrawal Period. This means that upon enforcing withdrawal, you have to send the statement of withdrawal before the Withdrawal Period expires.

b) The Withdrawal Period expires 14 (fourteen) days after the Takeover Day. The Withdrawal Period cannot be renewed or prolonged.



- c) You can also withdraw from the Contract in the case described in Section 10.2. e).
- d) You can also withdraw from the Contract if EDT exceeds 6 (six) months dated from the conclusion of the Contract and the Contract no longer serves the Customer's interest.

### 13. Intellectual Property

13.1. Brewie, Brewie Pad, Accessories, Brewing Equipment, Digital Equipment, Digital Content, and all contents of the Website are expressly subject to this entire Section. Any kind of Contribution is expressly excluded from this Section.

13.2. Recipe ideas or Contributions shared/published online/offline is not regarded as Brewie Pad under any circumstances.

13.3. IMPORTANT! The Customer shall keep in confidence all Intellectual Property. The confidentiality obligation shall remain in force indefinitely following the termination of the Contract.

13.4. It is prohibited for the Customer:

- a) to commercially use any Intellectual Property;
- b) to decrypt, alter, modify, hack, disclose, sell or commercially use Brewie / Digital Equipment / Digital Content / Website / Social Media Platforms;
- c) to upload any harmful / illegal / offending / indecent / violent content to the OS / Website / Social Media Platforms;
- d) to unauthorizedly collect any data from the Brewie OS / Website / Social Media Platforms;
- e) to disclose, sell or commercially use the Commercial Secrecy of the Product that he became aware from any source, including the usage of the Product;

f) to save or print any content from the OS / Website / Social Media Platforms for other than personal use.

13.5. The confidentiality obligation are not subject to the following cases but only to the extent of such disclosure and limited to its purpose:

- a) The disclosure of Intellectual Property following the receipt of the written consent representing such will from the other Party; and
- b) The disclosure of Intellectual Property which has become public before the disclosure by the other Party; and
- c) The disclosure of Intellectual Property by the Party is required by law.

#### 14. NEWITY Rights

14.1. NEWITY reserves the right to unilaterally change the Terms or the Privacy Policy in which case NEWITY will send a notification e-mail to the Customer to inform him about the recent updates and the date when the updates will go into effect.

IMPORTANT! By the continuous use of the Product after the date when the updates go into effect, you declare that you have read, understood and acknowledged the entire updated Privacy Policy as binding. The updated Terms will have no retroactive effect on the Contract that has been already concluded between the Parties.

14.2. NEWITY reserves the right to alter, modify, expand or erase any content / part / subpage of the Website or to add any content to the Website.

14.3. NEWITY reserves the right to suspend or delete an Account if the Customer violates the Sections of the Terms which are related to the fair use of the Website / Social Media Platforms.

14.4. NEWITY reserves the right to retain title of ownership of the Product until the purchase price is paid in full. The purchase price is considered settled at the time when NEWITY's payment service provider credited the price to NEWITY's payment account.

14.5. NEWITY reserves the right to withdraw from the Contract if in consequence of non-performance by the Customer, NEWITY's interest in contractual performance has ceased.

## 15. NEWITY Liability

15.1. IMPORTANT! NEWITY shall not be held liable to any degree in cases referred in this Section. This means that in these cases the Customer may act at his own risk which might void guarantee/warranty or other rights of his derived from the Contract.

15.2. NEWITY expressly excludes any liability for the Contract related to the following:

- a) any decision made by the Customer based on the use of Brewie;
- b) the ignorance of the notification e-mail and messages via the Brewie OS by the Customer, especially if this might lead to harming the physical integrity / health of a person, or that might damage one's property;
- c) any Contribution regardless of whether it appears on the Website or on the Social Media Platforms or on other site (in particular, sites related to brewery);
- d) any content that might be accessed with any outbound link that is placed on the Website or on the Social Media Platform;
- e) any Product that was not purchased through the Brewie Shop;
- f) the operation and lawfulness of Barion and szamlazz.hu;
- g) the use of an expired Brewie Pad;
- h) if the Customer suffers any kind of health risk by not using a Brewie Pad;

i) any circumstance that is considered Vis Maior and might affect the production, shipping or usage of the Product;

IMPORTANT! Please note that this includes common cases such as undergoing construction works nearby which might disturb the sensors of Brewie during operation.

j) the operation, functionality, quality and price of any public utility that the Consumer uses, such as (without limitation) of water / power supply;

k) the operation of any accessory, plug or alike that does not come along with Brewie but is necessary for its operation, such as (without limitation) plug / wire with defective contact, ungrounded socket.

15.3. If NEWITY's liability cannot be limited according to the laws of the Customer's place of residence or status, then NEWITY's liability is limited to the greatest possible extent permitted by that specific set of laws.

15.4. All pictures and video images on the Website / Social Media Platforms are shown for illustration purpose only. The actual Product may vary due to product enhancement.

15.5. Any remark on the Website / Social Media Platform, such as (without limitation) "save time" or "save money" is shown for illustration purpose only and cannot be interpreted literally. Any remark paraphrased in the present Section may not be legal ground for any claim by the Customer.

## 16. Customer Liability

16.1. You use the Product at your own risk at all times.

16.2. You are solely liable that the information you provide is truthful and accurate at all times. NEWITY does not check the information you provide. You shall cooperate with NEWITY during the life of the Contract, and you shall be duty bound to communicate information to NEWITY on circumstances relevant to the Contract.

IMPORTANT! If any data (especially the shipping address, bank account number, contact information) you provided has changed, you have to notify the Brewie Customer Service about the change without delay by giving them your new data. By failing to do so, NEWITY reserves the right:

- to withhold the Product before takeover (see Section 6.5.) or
  - to withhold the pay back of the price of the Product in case of withdrawal
- and the Customer shall bear all legal consequences and related costs.

16.3. You are solely liable for any damage that occurs to you related to the untruth, inaccuracy or insufficiency of your personal data.

16.4. You are solely liable:

- a) that you have exclusive right of disposition over your given e-mail address and your Account;
- b) to take all necessary measures in order to keep your passwords safe and secure related to your Account / e-mail address / Social Media Platforms;
- c) to notify the Brewie Customer Service you experience any sign of security breach into the Brewie OS, your Account or your e-mail account;
- d) to use safe and secure internet networks / connections, passwords and electronic devices;
- e) to use internet networks and wifi-password as prescribed in the User Manual;
- f) to ensure that the Brewie OS is updated regularly so that Brewie can function properly at all times;
- g) to use the Product as prescribed in the User Manual;

- h) to read, understand and acknowledge the terms and conditions and privacy policy of any Social Media Platform before you start using it;
- i) to clearly distinguish yourself from NEWITY while communicating on the Website / Social Media Platform.

16.5. You are solely liable also:

- a) to pack and mail the Product for repair work as prescribed in Section 11.3.;
- b) to take pictures of the Product before packaging from every angle as well of the packaged Product before mailing it for repair work;
- c) to take pictures of the Product when receiving it after the repair work;
- d) to keep all documents related to the purchased Product, including (without limitation) the document of acceptance of performance, the invoice of your purchase, the Guarantee Card, the User Manual and preferably the original package of the Product;
- e) to notify any person to whom you transfer your Brewie's ownership (e.g. by selling it) about the content of this Terms;
- f) to notify Brewie Customer Service if you experience any error while using the Product or if you intend to enforce guarantee or warranty rights;
- g) to indicate the serial number of your Brewie when communicating with Brewie Customer Service.

## 17. Customer Assistance and Complaint Handling

17.1. All customer assistance and complaint handling are exclusively served by Brewie Customer Service. The Customer may not rely, in support of his claim or presumption, on any kind of Contribution or comment, assistance, advice, recommendation, hint, link and other information that is not stated by Brewie Customer Service.

17.2. Before contacting Brewie Customer Service, NEWITY highly recommends you to carefully

read the User Manual, especially the Knowledge Center available here, where you most likely find help and answer to your question.

17.3. The primary form of communication between the Customer and Brewie Customer Service is e-mail especially when you would like to enforce guarantee, warranty or withdrawal rights. The secondary form of communication are mail and messages via OS and Social Media Platforms.]

17.4. IMPORTANT! Please always indicate the serial number of your Brewie when communicating with the Brewie Customer Service to identify you easier. Please use the e-mail address that belongs to your Account if possible.

17.5. You can submit your complaint to the Brewie Customer Service via mail or e-mail (see Section 2.6.). We will answer your submitted complaint within 30 (thirty) days of receipt via e-mail. If we reject your complaint, we will do so in a reasoned statement.

## 18. Governing Laws and Dispute Resolution

18.1. The Contract shall be governed and interpreted in accordance with the relevant laws of Hungary, excluding all other choice of law and conflicts of law rules.

18.2. To any issues not regulated in the Terms the provisions of the relevant Hungarian laws shall prevail.

18.3. Any dispute arising from or in connection with the Contract shall be amicably solved. If Parties cannot reach an amicable solution, the dispute shall be referred to the competent court.

18.4. Arbitration Board: You also have the right to request an arbitration proceeding of the

arbitration board attached to the competent Budapest Chamber of Commerce and Industry (hereinafter: "Arbitration Board") which has exclusive jurisdiction related to the Contract. NEWITY will cooperate with the Arbitration Board under any circumstances.

a) IMPORTANT! The precondition of requesting such arbitration proceeding is that you have attempted to settle the dispute directly with NEWITY first.

b) The Arbitration Board has the responsibility to attempt to reach a conciliation agreement out of court between the Parties for the settlement of the dispute or, failing this, to adopt a decision in the case to enforce consumer rights simply, efficiently and practically and under the principle of cost-efficiency.

c) The Arbitration Board also provides advice upon the Customer's request on the rights and obligations of the Customer as well.

d) The official language in arbitration proceedings is Hungarian.

e) Contact information:

☒ Registered seat: H-1016 Budapest, Krisztina krt. 99. 3rd floor 310. (Hungary);

☒ Mail address: H-1253 Budapest, Pf.: 10. (Hungary)

☒ Phone number: +36-1-488-21-31

☒ Website: <http://bekeltet.hu/>

18.5. Online Dispute Resolution ("ODR"): You also have the right to submit a complaint to the ODR platform which is an online platform provided by the European Commission to allow customers and traders in the European Union or Norway, Iceland, and Lichtenstein to resolve disputes relating to online purchases of goods without going to court. The ODR platform is not linked to any trader. You can use it to take your complaint to an approved dispute resolution body .

18.6. In case of any dispute arising from or in connection with the Contract – including the



validity, interpretation, performance or termination of the Contract –:

a) in cases belonging to court district court competence, Parties agree to submit themselves to the exclusive competence of the Central District Court of Buda (address: H-1021 Budapest, Budakeszi út 51/b., Hungary);

b) in cases belonging to regional court competence, Parties agree to submit themselves to the exclusive competence of the Székesfehérvár Regional Court (address: H-8000 Székesfehérvár, Dózsa Gy. út 1., Hungary);

18.7. In case of any dispute related to Trademarks, the Budapest-Capital Regional Court shall have exclusive jurisdiction.

## 19. Exemptions related to Companies

IMPORTANT! The following provisions shall apply if the Customer is regarded as Company.

19.1. The Company cannot enforce any guarantee rights.

19.2. In case of a Company, the Warranty Period is a definite 12 (twelve) months long period starting on Takeover Day.

19.3. The Company may only enforce repair or replacement (in this fixed order) as warranty rights.

19.4. The Company shall send a report of lack of conformity to Brewie Customer Service without delay (but not later than within 2 (two) days).

19.5. The Company is entitled to withdraw from the Contract only in cases described in Section 12.4. c) and d).

19.6. The Privacy Policy shall not apply to the Company.

## 20. Sample of Withdrawal Form

IMPORTANT! Please fill and return this Form below to the indicated address only in case you would like to withdraw from the Contract. Statement of Withdrawal

Address: NEWITY Korlátolt Felelősségű Társaság; Mail address: H-1089 Budapest, Elnök street 1.;  
Phone number: +36-1-699-9018; E-mail address: info@brewie.org.

I, the undersigned (please indicate your full name here) ..... declare that I hereby intend to enforce my right to withdraw related to the Contract of the following purchased Product. (You can find the requested information on your Guarantee Card.)

Product details:

- Name of Product: .....

- Serial number of Product: .....

Date of conclusion of Contract (yy/mm/dd): .....

Date of Takeover Day (yy/mm/dd): .....

Full name of Customer: .....

Address of Customer: .....

Signature of Customer: .....

(Signature is only needed if this Statement of Withdrawal is submitted by mail.)

Date and place: .....

Place and date: Budapest (Hungary), Feb 17th, 2018.

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## Legal Notice

BREWIE'S  
LEGAL NOTICE

Last modified: February 17th, 2018.

Welcome to Brewie.org!

Brewie.org ("Website") is created and operated by NEWITY Ltd. ("NEWITY" or "we") and we cover the main rules of the fair use of this Website in this Legal Notice. Please read it carefully.

Please note that the Legal Notice must be interpreted jointly with the Terms & Conditions ("Terms") of which you can read more about here. All the concepts used here are defined in the Terms.

If you have any kind of question, please do not hesitate to contact us via [support@brewie.org](mailto:support@brewie.org).

### 1. Information about NEWITY:

NEWITY Ltd. is the content provider of this Website.

- a) Full name: NEWITY Limited Partnership (in Hungarian: NEWITY Korlátolt Felelősségű Társaság)
- b) Short name: NEWITY Ltd. (in Hungarian: NEWITY Kft.)

- c) NEWITY registration number: 01 09 891557
  - d) Court of Registry: Registry Court of Budapest-Capital Regional Court
  - e) Tax number: 14159097-2-41
  - f) Registered seat: H-1053 Budapest, Királyi Pál Street 13/A . 3rd floor 1. (Hungary)
  - g) Place of business: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)
  - h) Mail address: H-1089 Budapest, Elnök Street 1. (Hungary)
  - i) E-mail address: support@brewie.org
  - j) Website: brewie.org
  - k) Name of Chamber: Hungarian Chamber of Commerce and Industry
  - l) Name of hosting provider: Google LLC
- Registered seat: 1669 Garrott Ave, Moncks Corner, SC29461, USA
- Mail address: 1669 Garrott Ave, Moncks Corner, SC29461, USA

## 2. Information about the Brewie Customer Service:

The Brewie Customer Service is the primary online customer service maintained by NEWITY which gives assistance to the shopping, shipping and using of our Products, including the enforcement of guarantee and warranty rights and handling of customer complaints.

- a) Mail address: H-1089 Budapest, Orczy Road 4. 1st floor 1. (Hungary)
- b) E-mail address: support@brewie.org
- c) Response time: within 30 days of receipt of the submitted complaint.

## 3. Information about the competent Arbitration Board:

The Arbitration Board has the responsibility to attempt to reach a conciliation agreement out of court between you and NEWITY for the settlement of any dispute and it also provides advice upon your request on the rights and obligations of the Customer as well.

- a) Registered seat: H-1016 Budapest, Krisztina krt. 99. 3rd floor 310. (Hungary);

b) Mail address: H-1253 Budapest, Pf.: 10. (Hungary)

c) Phone number: +36-1-488-21-31

d) Website: <http://bekeltet.hu/>

#### 4. Application of the Legal Notice

a) The Legal Notice applies to any User who visits the Website.

b) The Legal Notice does not apply to any Social Media Platform except where indicated otherwise.

#### 5. Intellectual Property

a) Brewie and all contents of the Brewie OS are protected by copyrights / patent rights / trademark. NEWITY is regarded as the sole author / inventor / proprietor or the authorized licensee of the Intellectual Property referred in this Section.

b) You are obliged to keep in confidence Intellectual Property regardless of whether you gain access to it in digital or physical form. This confidentiality obligation of yours shall remain in force indefinitely except where indicated otherwise in the Terms.

c) It is prohibited for you:

to commercially use any Intellectual Property, or to decrypt, alter, modify or hack any part of the Website / Social Media Platform; or

to upload any harmful / illegal / offending / indecent / violent content to the Website / Social Media Platform; or

to unauthorizedly collect any data from the Website / Social Media Platform; or

to save or print any content from the Website / Social Media Platform for other than personal use.

## 6. Cookies and data processing

a) We use cookies on the Website. By visiting and using the Website, you consent to the use of cookies (“Cookies”).

b) Cookies are small pieces of text or log files containing information about you and the connection between you and your web server. It also may include the following data: your device’s Internet Protocol (IP) address, the type and version of your browser, the pages of the Website that you visit, the time and date of your visit, the time spent on those pages and other statistics.

c) Cookies are created on your device and sent by your browser allowing us to recognize you and by analyzing the received data we can make your next visit simpler and easier to you. It also allows us to authenticate Users and prevent fraudulent use of the Accounts and to track your browsing habits while you use the Website so that we can enhance the Website’s performance.

d) You can erase the Cookies from your device and you can also block them, preferably with the Settings/Help (or alike) function of your browser. If you do so, you consent to that the Website’s performance might not be optimal.

e) We use the following types of Cookies and statistical codes: Google Analytics cookie; Optimonk cookie; Facebook Pixel; identification cookie (collecting IP addresses and no personal data).

f) You can read about the principles, purposes and methods of our data processing in our Privacy Policy by clicking [here](#).

## 7. NEWITY Rights

a) We reserve the right to unilaterally change the Legal Notice in which case we will send a notification e-mail or message via the Brewie OS to you to inform you about the recent updates and the date when the updates will go into effect.

IMPORTANT! By the continuous use of the Website after the date when the updates go into effect, you declare that you have read, understood and acknowledged the entire updated Legal Notice as binding.

b) We reserve the right to unilaterally change the Website's content or to alter, modify, expand or erase any content or function of the Website or to add any content to it.

## 8. NEWITY Liability

a) We expressly exclude any liability related to the following:

any Contribution of yours regardless of whether it appears on the Website or on the Social Media Platforms or on other site (in particular, sites related to brewery);

any content that might be accessed with any outbound link that is placed on the Website or on the Social Media Platform;

the operation and lawfulness of Barion and szamlazz.hu.

b) All pictures and video images on the Website / Social Media Platforms are shown for illustration purpose only. The actual Product may vary due to product enhancement.

c) Any remark on the Website / Social Media Platform, such as (without limitation) "save time" or "save money" is shown for illustration purpose only and cannot be interpreted literally. Any

remark paraphrased in the present Section may not be legal ground for any of your claim.

d) NEWITY does not warrant that the Website is free of viruses or other harmful components.

## 9. Customer Liability

a) You are solely liable that the information you provide on the Website is truthful and accurate at all times. We do not check the information you provide.

b) You are solely liable for any damage that occurs to you related to the untruth, inaccuracy or insufficiency of your personal data.

c) You are solely liable:

to notify the Brewie Customer Service you experience any sign of security breach into the your Account;

to use safe and secure internet networks / connections, passwords and electronic devices;

to read, understand and acknowledge the terms and conditions and privacy policy of any Social Media Platform before you start using it;

to clearly distinguish yourself from NEWITY while communicating on the Website / Social Media Platform.

## 10. Applicable Law

a) The laws of Hungary shall apply to this Legal Notice exclusively as well in any issue that is not regulated here. Any dispute arising from or in connection with the Contract shall be amicably solved. If Parties cannot reach an amicable solution, the dispute shall be referred to the competent court.

b) Online Dispute Resolution ("ODR"): You have to right to submit a complaint to the ODR which



is an online platform provided by the European Commission to allow customers and traders in the European Union or Norway, Iceland, and Lichtenstein to resolve disputes relating to online purchases of goods without going to court. The ODR platform is not linked to any trader. You can use it to take your complaint to an approved dispute resolution body .

c) If any dispute arises from this Legal Notice in connection with the Website's use, the Hungarian courts - the Central District Court of Buda (address: H-1021 Budapest, Budakeszi út 51/b., Hungary) or the Székesfehérvár Regional Court (address: H-8000 Székesfehérvár, Dózsa Gy. út 1., Hungary) depending on the subject of the dispute - shall have exclusive competence.

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## Dispute resolution

As stated in the Brewie Terms and Conditions, in cases of legal dispute between the Customer and Newity Ltd., Customer has the right to request procedure of the Arbitration Board.

The Arbitration Board's contacts:

Address:

H-1016 Krisztina körút 99. 3rd floor 310 (Hungary)

Mail Address:

H-1253 Budapest, Pf. 10 (Hungary)

Phone Number:

+36-1-488-21-31

Website:

<http://bekeltet.hu>