

Terms & Conditions

Last updated: 21 July 2026

Sommi, a trade name of De Koele Eenmanszaak ("Sommi", "we", "us", "our") — Spaarndammerplantsoen 67, 1013 XR Amsterdam, KVK number 42002656, VAT number NL005426322B56, Netherlands

1. Introduction & Acceptance

These Terms & Conditions ("Terms") govern access to and use of the Sommi website, web application, and related services (together, the "Service"), operated by Sommi. The Service is offered to two types of users:

- **Restaurant Customers** — restaurants, bars, and hospitality venues that license Sommi as a business tool ("Restaurant," "you," "Business User"); and
- **Restaurant Guests** — individual diners who use the Sommi app to receive food and drink pairing recommendations ("Guest," "you," "End User").

By creating an account, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

2. Definitions

- **"Service"** — the Sommi web app, engine, and any associated APIs, dashboards, or integrations.
- **"Content"** — menus, pairing data, preferences, reviews, ratings, and any other material submitted to or generated by the Service.
- **"Personal Data"** — any information relating to an identified or identifiable natural person, as defined under the GDPR.
- **"Supplier"** — a drink or beverage supplier whose assortment is integrated into a Restaurant's pairing recommendations.

3. The Service

Sommi provides a smart pairing platform that helps restaurant guests match dishes with drinks based on their preferences and the venue's menu. Restaurants may license Sommi as a co-branded, white-label tool to present to their own guests. Sommi does not guarantee any specific pairing outcome, taste preference match, or increase in sales, and pairing suggestions are provided on an "as available" basis.

4. Accounts

4.1 Restaurant accounts

Restaurants must provide accurate business information during onboarding, including menu data, branding assets, and (where applicable) supplier assortments. Restaurants are responsible for the accuracy of menu and pricing information uploaded to the Service.

4.2 Guest accounts

Guests may create a personal account to save preferences, favorite pairings, and past dining experiences. Guests are responsible for keeping login credentials confidential and for all activity under their account.

4.3 Eligibility

The Service is intended for users aged 18 and older, given its association with alcoholic beverage recommendations. Restaurants are responsible for ensuring the Service is not presented to minors in a manner that promotes alcohol consumption, and Sommi will offer non-alcoholic pairing options as a standard feature.

5. Data Processing & Privacy

Our full data handling practices are set out in our [Privacy Policy](#), which forms part of these Terms. The key points relevant to your use of the Service are summarized below.

5.1 What we collect

Depending on your role, we may collect: taste and dietary preferences, demographic information (such as age or age range and gender, provided voluntarily), order and pairing history, ratings and reviews, device and usage data, restaurant menu and pricing data, and (for Restaurants) staff account details and business information.

5.2 Internal use of data

You agree that Sommi may process collected data, including Personal Data, for internal purposes, including to:

- Operate, maintain, and personalize the Service (e.g. generating pairing recommendations);
- Improve and train our recommendation engine and platform features;
- Conduct internal analytics, reporting, and product research;
- Provide customer support and respond to inquiries;
- Detect, prevent, and investigate fraud, misuse, or security incidents;

- Communicate service updates, and — where you have opted in — marketing communications.

5.3 External use / sharing of data

You agree that Sommi may share relevant data with third parties as necessary to deliver the Service, including:

- **Restaurants** may receive aggregated and/or anonymized insights about their guests' food, drink, and demographic preferences (e.g. age range and gender breakdowns), and (where a Guest has opted in) individual feedback submitted directly to that Restaurant;
- **Drink Suppliers** integrated into a Restaurant's assortment may receive aggregated data on pairing performance, product popularity, and demographic breakdowns;
- **Marketing partners (Restaurants and Drink Platforms)** may send Guests personalized offers and promotions, but only where the Guest has given separate, explicit, revocable consent — this is never bundled with core service communications;
- **Service providers** (e.g. cloud hosting, analytics, payment processors, customer support tooling) who process data on our behalf under data processing agreements;
- **Marketplace partners**, where a Guest chooses to order a drink through an integrated online marketplace;
- **Legal or regulatory authorities**, where required by law.

Where individual (non-aggregated) Guest data is shared externally, this will only occur with the Guest's consent, or as otherwise permitted under applicable data protection law. Guests may withdraw consent for optional data sharing (e.g. private feedback to a Restaurant) at any time via their account settings.

5.4 Legal basis & your rights

We process Personal Data on the basis of contract performance, legitimate interest, consent, or legal obligation, as applicable under the GDPR. You have the right to access, rectify, delete, restrict, or port your Personal Data, and to object to certain processing or withdraw consent at any time. Requests can be sent to contact@sommi.info.

5.5 Data retention

We retain Personal Data only for as long as necessary for the purposes described above, or as required by law, after which it is deleted or anonymized.

6. Co-Branding & White-Label Use (Restaurants)

Where a Restaurant licenses the co-branded version of the Service, the Restaurant grants Sommi a limited license to use its name, logo, and brand assets solely to present the Service under the

Restaurant's branding. Sommi remains the owner and operator of the underlying platform, engine, and Content structure.

7. Intellectual Property

All intellectual property rights in the Service, including the recommendation engine, software, design, and branding (excluding Restaurant-owned brand assets and menu Content), remain the exclusive property of Sommi. Nothing in these Terms transfers ownership of any intellectual property to you.

8. Fees & Payment (Restaurants)

Restaurant access to the Service is subject to the pricing and billing terms set out in the applicable order form or subscription agreement. Fees are payable in advance, are non-refundable except as required by law, and may be updated with 30 days' notice ahead of a renewal term.

9. Guest Content & Reviews

Guests may submit ratings, reviews, and feedback. By submitting Content, you grant Sommi a non-exclusive, royalty-free license to use, display, and share that Content (in aggregated or anonymized form, unless you've consented to attribution) for the purposes described in Section 5.

10. Acceptable Use

You agree not to: misuse the Service to distribute harmful or unlawful content; attempt to reverse-engineer, scrape, or extract the Service's underlying data or algorithms; upload false or misleading menu or pricing information; or interfere with the security or normal operation of the Service.

11. Service Availability

We aim to keep the Service available at all times but do not guarantee uninterrupted access. We may suspend the Service for maintenance, updates, or reasons beyond our reasonable control.

12. Limitation of Liability

To the maximum extent permitted by law, Sommi shall not be liable for indirect, incidental, or consequential damages, including loss of revenue or data, arising from use of the Service. Sommi's total liability for any claim shall not exceed the fees paid by the Restaurant in the 12 months preceding the claim, or, for Guests, is limited to the maximum extent permitted by consumer protection law.

13. Termination

Either party may terminate a Restaurant subscription in accordance with the applicable order form. Guests may delete their account at any time via account settings. Upon termination, we will handle remaining Personal Data in accordance with Section 5.5 and our Privacy Policy.

14. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated via the Service or by email. Continued use of the Service after changes take effect constitutes acceptance of the updated Terms.

15. Governing Law & Disputes

These Terms are governed by the laws of the Netherlands, without regard to conflict of law principles. Any disputes shall be submitted to the competent courts of Amsterdam, the Netherlands, without prejudice to any mandatory consumer protection rights Guests may have in their country of residence.

16. Contact

Questions about these Terms can be sent to contact@sommi.info or Spaarndammerplantsoen 67, 1013 XR Amsterdam.