Version 2026-11

Co•fé Terms of Service

Last updated: 12 November 2026

1. Scope and conclusion of the contract

1.1 Scope. These Terms of Service apply to the use of the Co•fé app and the related services of Co-fé GmbH, Petersbergstr. 13, 50939 Köln, Amtsgericht Köln HRB 119082 (Co•fé, we). They become part of the contract when you declare, while creating your account, that you accept them. For purchases in the app, the version shown to you when you order applies, which we send to you with the contract confirmation by email. Without an account you can view the map and the café information. The use of the App Store or Google Play is governed by their terms; these Terms of Service apply to our services.

1.2 Your account. By creating your account, you conclude a contract with us for the free use of the app. The contract is concluded when we confirm your registration or activate your account.

1.3 Purchases in the app. You buy subscriptions and single check-ins in the app under "Your plan". You select the subscription or the single check-in and see the service, price, term and cancellation conditions in the order overview. There you can change your selection and your payment method and correct input errors. By clicking "Buy now" you make a binding offer. We accept it by collecting the payment and activating the subscription or the single check-in. We send you the contract text and the version of these Terms of Service that applies to your order with the contract confirmation by email. We store the contract text. On request to support@co-fe.de we will send it to you again at any time. The contract languages are German and English. We have not submitted to any codes of conduct.

2. Availability

Co•fé is available on iOS (via Apple's App Store) and Android (via Google Play). Your use of the app is additionally subject to the applicable terms of the platform from which you download it (Apple Licensed Application End User License Agreement or Google Play Terms of Service).

3. Scope of licence

We grant you a limited, non-exclusive, non-transferable, revocable licence to use Co•fé on any compatible device that you own or control, in accordance with the usage rules of the respective platform.

4. User accounts

4.1 To access the features of Co•fé, you must create an account. You agree to provide accurate information, to keep your login details secure and to inform us if you suspect that third parties are using your account. You are responsible for activities under your account to the extent that you are accountable for them. Section 14 governs when we may suspend or terminate your account.

4.2 Age. You can create an account if you are at least 16 years old. You can only buy subscriptions and single check-ins if you are at least 18 years old. You confirm this before your first purchase.

5. Social features and community guidelines

Co•fé offers social features that let you interact with other users. These include checking in at cafés, showing your presence, sending pings ("Say Hi" to users in the same café, "Send Love" to friends), adding friends and creating or joining groups.

5.1 Expected behaviour

You agree to use these features respectfully and in good faith. In particular, you must not:

- Use the ping features to harass, spam or intimidate other users.
- Create fake accounts or impersonate other people.
- Share offensive, discriminatory, threatening or unlawful content via your profile, group descriptions or other fields visible to users.
- Use groups to organise or promote illegal activities.
- Follow, stalk or monitor other users outside the app based on their check-in information.

5.2 Blocking and reporting

You can block any user at any time. Blocked users cannot see your profile or your check-in status and cannot send you pings. You can report users or content that violate these guidelines in the app via the "Report" function or at support@co-fe.de.

5.3 Moderation and reports

We review content that is reported to us and, in random samples, also content that has not been reported. We may remove or restrict content that violates these terms or applicable law, or make it less visible. We may suspend or terminate accounts that commit repeated or serious violations (section 14). We use automated means to detect spam and, in one case, for a provisional decision: if two users rate a newly added café negatively, the app automatically removes it from the map. The person who added the café receives an email with the reasons and can reply. A human then decides whether the café goes back on the map. All other decisions are made by a human. You can report content and users in the app via the "Report" function or by email to support@co-fe.de. We confirm receipt, review the report promptly and inform you of our decision. If a decision concerns your content or your account, we give you the reasons and tell you how you can challenge it. You can reach our point of contact for users and authorities at support@co-fe.de in German and English.

6. User-generated content

Co•fé allows users to contribute café entries, upload photos, write reviews, create group content and maintain profile information. You are responsible for the content you share and agree that:

- Your contributions must be lawful, respectful, accurate to the best of your knowledge and relevant to the Co•fé community.
- By submitting content, you grant us a non-exclusive, worldwide, royalty-free licence to use, display and distribute your contributions within the platform. This licence ends when you delete the content or your account, except for content that has been shared with other users or on which other users have relied (e.g. café entries, reviews and photos, which may be retained in anonymised form).
- You warrant that you hold the rights to the content you post, in particular to photos, and that identifiable persons shown in it have agreed to the publication. If you culpably breach this obligation and third parties make claims against us as a result, you will indemnify us against these claims, including the necessary costs of legal defence.
- We do not check whether you have actually visited the cafés you review. We also point this out with the reviews in the app.

7. Subscriptions, single check-ins and payment

7.1 Subscriptions and quota. Co•fé offers optional paid subscriptions as well as single check-ins that can be bought individually. You can see the current subscriptions and prices in the app under "Your plan". Your subscription includes a quota of check-ins at partner cafés, as stated in the app. With a monthly subscription, your quota applies to one billing period at a time, i.e. from the day of purchase or renewal until the next renewal. With an annual subscription, your quota renews every month on the day on which you took out the subscription. If a month does not have that day, it renews on the last day of the month. Unused check-ins from the quota expire at the end of the respective period and are not carried over. Price changes are governed by section 7.7.

7.2 Term and renewal. The monthly subscription has a term of one month. It is extended for an indefinite period if you do not cancel it by the end of the term, and can then be cancelled at any time to the end of the current billing month. The annual subscription has a term of twelve months. It is extended for an indefinite period if you do not cancel it by the end of the term. After the extension, we charge one twelfth of the annual price monthly in advance, and you can cancel at any time to the end of the current billing month. In all cases, the notice period is no more than one month. 4 weeks before the annual subscription ends, we offer you another annual subscription at the annual price. This only happens if you actively confirm it.

7.3 Change of plan. You can change your subscription in the app at any time. An upgrade takes effect immediately. With the change, a new billing period begins, your quota starts again, and we charge the price of the new subscription. We set off the unused part of the price of your previous subscription pro rata against this charge. We show you the calculation before the change. A downgrade takes effect from the next renewal. Until then, your previous subscription continues unchanged, and you can take back the change in the app.

7.4 Cancellation. You can cancel your subscription at any time to the end of the current billing period, in the app under "Your plan" via "Cancel contracts here", or at co-fe.de/en/cancel/ or co-fe.de/en/withdraw/. We confirm receipt and the end of the subscription by email. Until the end of the billing period you can use the subscription as usual and take back the cancellation in the app.

Deleting the app does not end your subscription. The right to extraordinary termination remains unaffected.

7.5 Single check-ins. A single check-in entitles you to one laptop check-in at a partner café. Purchased single check-ins do not expire. They are tied to your account, are not transferable and are not paid out. If you delete your account, we refund unused single check-ins at the price paid via the payment method you used for the purchase. With every laptop check-in, we first use your subscription quota and only then purchased single check-ins.

7.6 Check-in and seat. Working with a laptop in a partner café is subject to a charge. Each laptop check-in is deducted from the quota of your subscription or paid for with a single check-in. The café receives a share. Check-ins without a laptop and check-ins at other cafés remain free of charge. A laptop check-in entitles you to work with a laptop in the partner café. It does not reserve a seat. The partner café enters the seats it makes available. So find a seat first and then check in. If you do not find a seat after checking in, you can return the check-in in the app within ten minutes with “No seat free”, and it will be credited back to you. After that, the check-in is used up. We show you the house rules of the partner café, such as a minimum order, before you check in.

7.7 Price changes. We may propose a change to the price of your subscription if our costs for paying the partner cafés, for payment processing or for operating the app change, or if VAT changes. We show you the proposal in the app at least six weeks before it takes effect and send it to you by email. The new price only applies if you agree to it in the app, and at the earliest from the next billing period. If you have not agreed by the time it takes effect, your subscription ends at the point from which the new price would apply. We point this out to you with the proposal.

7.8 Partner cafés. Your subscription applies to all partner cafés that are marked as partner cafés in the app at the time of the check-in. Partner cafés can change their laptop times and seats or leave the programme. You see the number of partner cafés per city in the order overview before you buy; we store it at the time of purchase. If the number of partner cafés in your city falls below half of the number stored at purchase, you can cancel your subscription at any time. We will then refund the price pro rata for the time after the cancellation. Your city is the city in which you have made the most laptop check-ins at partner cafés since the purchase, or in the event of a tie, the city of your last laptop check-in. The number of partner cafés at the time of your cancellation is decisive. Your right to terminate for good cause remains unaffected.

7.9 Purchases via the App Store or Google Play. In exceptional cases, a subscription or a single check-in may be offered as an in-app purchase via the Apple App Store or Google Play. The purchase is then concluded under the terms of the respective store, which are shown to you there. In this case, payment, automatic renewal, cancellation, withdrawal and refunds are governed by the rules of the store. You can manage and cancel such a subscription in the settings of your store account; the cancellation button in the app takes you there. Your statutory rights remain unaffected. These Terms of Service apply to the service itself, the quota, expiry and the use of the check-ins.

7.10 Payment. You pay the price of your subscription in advance at the start of each billing period, and single check-ins when you order. Payments are processed by our payment service provider Stripe; you can pay by credit card, debit card, Apple Pay or Google Pay. You receive

invoices by email, and you agree to this. If a charge fails, we inform you by email and retry the charge up to four times within 14 days. During this time your quota is retained. If payment is still not made despite a payment reminder with a deadline of seven days, we may terminate your subscription without notice. We will invoice you for the actual costs we incur as a result of a failed charge for which you are responsible. You remain free to prove that no damage or less damage was incurred.

8. Right of withdrawal

8.1 Right of withdrawal and withdrawal function. As a consumer, you can withdraw from any purchase in the app within 14 days without giving any reason. The withdrawal instructions, which you receive before every order and with the contract confirmation, explain the details, the deadline and the consequences of withdrawal. You can declare your withdrawal via the withdrawal function in the app under “Your plan” with the “Withdraw from contract” button, via the form at co-fe.de/en/withdraw/ or informally by email to support@co-fe.de. You can use the model withdrawal form for this, but it is not mandatory. We confirm receipt of your withdrawal by email without delay.

8.2 Immediate start and expiry. When ordering, you can request that we start the service immediately and confirm that you are aware that your right of withdrawal expires as soon as we have fully performed the service. For a subscription, the service is fully performed at the end of the billing period; for a single check-in, when it is redeemed.

8.3 Compensation for the value of a subscription on withdrawal. If you requested that we start the service before the end of the withdrawal period and you withdraw afterwards, you owe us compensation for the value of the service provided up to the withdrawal. By law, this compensation is calculated from the total price of the current billing period, pro rata according to the time until the withdrawal. In your favour, we also calculate the share of the quota of the billing period that you used for check-ins, and only charge you the lower of the two amounts. We refund the rest of the amount paid without delay, at the latest within 14 days, via the payment method you used. A single check-in that has not yet been redeemed is refunded in full on withdrawal. A redeemed single check-in can no longer be withdrawn from, because the service has been fully performed.

8.4 Upgrade. An upgrade is a new purchase. We grant you a separate right of withdrawal for it. If you withdraw from the upgrade, your subscription continues at the previous level and we refund the additional charge. Section 8.3 applies accordingly to the additional charge and to the check-ins you used beyond your previous quota.

8.5 Free account. You also have a right of withdrawal for creating your account, because you provide us with personal data for it. We inform you about this before registration and in the email after registration. You can declare your withdrawal within 14 days of registration via the withdrawal function in the app (section 8.1) by selecting your free account there, via the form at co-fe.de/en/withdraw/ or informally by email. After the withdrawal, we delete your account. Independently of this, you can delete your account at any time (section 14.4).

9. Intellectual property

Co•fé and all associated trademarks, logos, content and software are the exclusive property of Co-fé GmbH. You may not copy, modify, distribute or reverse engineer the app or attempt to extract its source code, except for the acts permitted under Sections 69d and 69e of the German Copyright Act (UrhG), or use trademarks, logos or copyrighted material without our written permission.

10. Third-party services

In the app we use third-party services, such as Google Maps and Apple Maps for the map, sign-in with Apple or Google, Stripe for payment processing, and Apple Pay and Google Pay as payment methods. These services are subject to the providers' own terms and privacy notices, which they show you. Our privacy policy explains how the providers process your data. Our liability is governed by section 12.

11. Café information and availability

The information on cafés, such as laptop rules, amenities and opening hours, comes mainly from the community and from the cafés themselves. We do not check it completely, and it may be out of date. We sort the list of cafés solely by distance from your location, and you can filter it yourself. Partner cafés are marked. There is no better placement in exchange for payment. A check-in gives you the right to work with a laptop, but no claim to a particular seat. We strive for high availability of the app; maintenance work and disruptions may temporarily restrict its use. We provide updates to the app insofar as they are necessary to keep it in conformity with the contract. Your statutory rights in the event of defects remain unaffected.

12. Liability

12.1 We are liable without limitation for damage resulting from injury to life, body or health, for damage based on intent or gross negligence, for fraudulently concealed defects, under a guarantee we have given and under the Product Liability Act.

12.2 In the case of simple negligence, we are only liable for the breach of essential contractual obligations. Essential contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you may regularly rely. In this case, our liability is limited to the damage that is typical for the contract and foreseeable when the contract was concluded.

12.3 Otherwise, our liability is excluded. This also applies to our legal representatives and vicarious agents.

13. Maintenance and support

We are responsible for the maintenance and support of Co•fé. Neither Apple nor Google is obliged to provide maintenance or support services for the app.

14. Suspension and termination

14.1 If you violate these Terms of Service, we point this out to you and ask you to stop the violation. In the case of repeated or serious violations, we may temporarily suspend individual features or your account. In the case of serious violations, such as harassment of other users, manipulation of check-ins or unlawful content, we may suspend your account without prior notice and terminate the contract for good cause without notice. We give you the reasons for every suspension and termination by email and tell you how you can challenge it.

14.2 We may terminate the contract for a free account with four weeks' notice. We can only terminate an ongoing subscription with ordinary notice to the end of the paid billing period.

14.3 If a subscription ends because of a termination by us before the end of the paid billing period, we refund the price pro rata for the remaining time. We refund unused single check-ins at the price paid. We may set off claims for damages to which we are entitled because of your violation against the refund.

14.4 You can delete your account at any time via the profile settings of the app. Before the deletion, we point out an ongoing subscription and unused single check-ins to you. The deletion ends an ongoing subscription. We refund unused single check-ins in accordance with section 7.5.

15. Changes to these terms

15.1 We may change these Terms of Service if this is necessary because of a change in the law, a court or official decision, new or changed features of the app, or for security and protection against misuse. We do not change the prices, quotas or the term of your subscription in this way.

15.2 We announce changes to you in the app and by email at least six weeks before they take effect and point out your right to object and the consequences of your silence. If you have a free account and do not object by the time the changes take effect, the amended version is deemed accepted. If you object, you can continue to use your account until we terminate the contract with four weeks' notice.

15.3 For an ongoing subscription, the amended version only applies if you agree to it in the app. If you do not agree, the version you accepted when you bought it continues to apply to your subscription. The new version applies to purchases made after it takes effect.

16. Applicable law, contract language and dispute resolution

16.1 The law of the Federal Republic of Germany applies. If you are a consumer with your habitual residence in another country, the mandatory consumer protection provisions of that country remain applicable insofar as they grant you more extensive protection.

16.2 You conclude contracts with us in German or English. We provide these Terms of Service in both languages. Other language versions are for your information only. In the event of discrepancies between the German and the English version, the version in which you concluded the contract prevails.

16.3 We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

17. Severability

Should any provision of these terms be invalid, the remaining provisions remain fully effective.

18. Contact

If you have any questions about these terms, please contact us at:

Email: support@co-fe.de
Co-fé GmbH, Petersbergstr. 13, 50939 Köln, Germany
Commercial register: Amtsgericht Köln, HRB 119082

You can find our imprint in the app under the menu item “Imprint” and at co-fe.de/en/imprint/.