

# TERMS OF USE

## **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE DINNERTGIFT PLATFORM**

These Terms of Use (hereinafter “**ToU**”) apply to any visit to and the use made by any user (hereinafter “**you**”) of DinnerGift, an online social platform available on the internet website (dinnergift.be, dinner-gift.be, dinner-gift.com, dinner-gift.nl, dinnergift.fr, dinnergift.de, dinnergift.dk, dinner-gift.es, dinnergift.es), mobile application or any other electronic communication service through which Gift Vouchers are offered and purchased (hereinafter “**Platform**”), operated by DinnerGift BVBA, with company address at Waversesteenweg 136, 2500 Lier, registered in the Crossroads Bank for Enterprises under number 0695.772.387 and with bank account number BE34 7350 5052 7890 at a Belgian credit institution (hereinafter referred to as “**DinnerGift**”, “**we**”, “**us**” or “**our**”), with e-mail address: [hello@dinnergift.be](mailto:hello@dinnergift.be).

For more information about the purchase of Gift Vouchers and the working of the Platform, please consult our Terms and Conditions for Users and Terms and Conditions for Culinary Businesses. Any capitalised terms that are not defined in these ToU shall have the meaning as provided in these Terms and Conditions.

You can contact us via [hello@dinnergift.be](mailto:hello@dinnergift.be).

## **BY USING OUR PLATFORM YOU ACCEPT THESE ToU**

By visiting and/or using our Platform, you confirm that you acknowledge to be sufficiently informed, you accept these ToU and you agree to comply with them. If you do not agree to these ToU, it is advised not to use our Platform. We recommend that you save or print a copy of these ToU for future reference.

## **PROCESSING OF PERSONAL DATA**

When visiting and/or using our Platform we process personal data from you in accordance with our Privacy Policy and our Terms and Conditions for Users and Terms and Conditions for Culinary Businesses.

## **WE MAY MAKE CHANGES TO THESE ToU AND OUR PLATFORM**

DinnerGift reserves the right, at its sole discretion, to change, modify, add or remove portions of the ToU or the Platform at any time and without notice. You should check these ToU periodically for changes. By visiting and/or using the Platform after we post any changes to the ToU, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to the ToU in their entirety or any part thereof, it is advised not to access or use the Platform.

These ToU were most recently updated on 21 September 2020.

## **WE MAY SUSPEND OR WITHDRAW OUR PLATFORM**

You may visit our Platform free of charge. We cannot guarantee that our Platform, or any content thereon, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any other part of our Platform if necessary for legal, business and operational purposes. We will try to give you reasonable notice of any suspension or withdrawal. To the extent allowed by law, DinnerGift does not accept any liability in this regard.

## **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

When wishing to make use of our Platform, you will have to create an account and you are provided with a user identification code, password or any other piece of information as part of our security procedures. You must treat such information as confidential. You must not disclose it to any third party. We reserve the right to disable your account, at any time without prior notice, if you have failed to comply with any of the provisions of these ToU or we have severe suspicions thereto.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@dinnergift.be](mailto:hello@dinnergift.be).

## **HOW YOU MAY USE OUR CONTENT**

We are the owner or the licensee of all intellectual property rights vested in the text, materials, Platform interfaces, logos, information, video or audio sequences, lay-out, photographs and illustrations published on our Platform as well as any other element on, or in relation to, our Platform that is protected by intellectual property rights, such as, but not limited to, copyright, trademark rights and (sui generis) database rights (hereinafter "**Content**"). You may not modify, rent, loan, sell, distribute or create derivative works based on the Content (either in whole or in part) without our express, prior, written consent.

You may not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text (if any).

You may print out and/or download extracts of the Content for your private use only and you may draw the attention of others to the Content posted on our Platform. Save with our express, prior, written consent, you may not use the Content or any extract or part thereof for commercial, business or publicity purposes. Our status (and that of any identified contributors) as the author or licensee of the Content on the Platform must always be acknowledged.

If you print out, copy or download any part of our Content in breach of these ToU, your right to use our Platform will cease immediately and you must, at our discretion, return or destroy any paper and/or digital copies of the Content you may have made.

If you wish to link to use our Content in a manner other than that set out above, please contact us at [hello@dinnergift.be](mailto:hello@dinnergift.be).

## **DO NOT RELY ON OUR CONTENT AND USER-GENERATED INFORMATION**

The Content on our Platform is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Platform. To the extent allowed by law, we cannot be held liable for any damages occurred by making use of, or relying on, the Content.

Although we make reasonable efforts to update the Content on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date.

Our Platform may include information and/or materials uploaded by other users of the Platform. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not necessarily represent our views or values.

We undertake to remove any information and/or materials that may be inappropriate or harmful to other users, within a reasonable time after becoming aware of such information and/or materials.

If you wish to complain about information and/or materials uploaded by other users please contact us on [hello@dinnergift.be](mailto:hello@dinnergift.be).

## **UPLOADING INFORMATION TO OUR PLATFORM**

As a Culinary Business, it is possible to upload information and/or materials on the Platform.

You may not input, upload, post, transmit or otherwise distribute via our Platform any information and/or material:

- that is obscene, defamatory, libelous, slanderous, that violates any person's rights of privacy, publicity or personality, or that otherwise causes or results in any tort, injury, damage or harm to any person;
- in violation of any local, national, European or international legislation, including but not limited, those related to copyright, trademark, obscenity, processing of personal data and information security (know-how and trade secrets);
- subject to any intellectual property rights, such as but not limited to copyright, on which you do not have all rights or, in the event owned by a third party, you do not have the express written consent of the intellectual property rights' holder;
- introducing any type of viruses that can cause harm to our IT infrastructure.

You warrant and guarantee that the information and/or materials uploaded on the Platform comply with these ToU. You shall indemnify and hold DinnerGift harmless against any and all claims, damages, losses, liabilities, costs and expenses (including, without limitation, legal expenses and settlement costs) resulting from your use of the Platform in violation of these ToU.

Any information and/or materials you upload to our Platform or that is uploaded by DinnerGift on request by you (e.g. pictures of the Culinary Business) will be considered non-confidential and non-proprietary. You retain the intellectual property rights vested in the information and/or materials, but you are hereby granting us, and we are accepting, a non-exclusive, royalty free license for an indefinite period of time and valid for the entire world to use, store and copy that information and/or materials and to distribute and make it available to third parties.

We reserve the right to remove, at our discretion, any information and/or materials uploaded by you on our Platform when these ToU are violated or there are severe suspicions thereto.

You are solely responsible for securing and backing up any information and/or materials you upload on our Platform.

### **WEBSITES WE LINK TO**

Where our Platform contains hyperlinks to other websites provided by third parties, these hyperlinks are provided for your information only. DinnerGift does not control and is consequently not responsible for any content published on such third party websites and cannot be held liable for any damages occurred following such hyperlinks.

We undertake to remove any hyperlinks on our Platform that would lead to inappropriate or harmful content on a third party website, within a reasonable time from becoming aware of such content.

### **LINKING TO OUR PLATFORM**

You may link to the home page of the Platform on a website or online platform owned or operated by you, provided you do so in a manner that is fair and legitimate and does not damage our reputation or takes advantage of it. Framing and deep linking are not allowed.

You may not establish any hyperlink suggesting any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without any prior notice.

If you wish to link to our Platform in a manner other than that set out above, please contact us at [hello@dinnergift.be](mailto:hello@dinnergift.be).

### **OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

To the extent allowed by law, DinnerGift does not accept any liability for any loss or damages of whatever nature, including any indirect or consequential damages, such as, but not limited to, loss of data, loss of profits, sales, business or revenue, business interruption, loss of opportunity or reputation, occurred following the use, or inability to use the Platform or any use or reliance on any Content on the Platform.

### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

Although we undertake to do our best efforts in this regard, we cannot guarantee that our Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our Platform. You should use your own virus protection software.

You may not misuse our Platform knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful to our IT infrastructure. You may not attempt to gain unauthorized access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You may not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform.

By breaching this provision, you would commit a criminal offence under the Belgian criminal law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

## **MISCELLANEOUS**

If any part of the ToU would be found invalid or unenforceable, for any reason whatsoever, the remaining parts of the ToU shall remain valid and enforceable as if the invalid or unenforceable provision had not been included therein.

In the event of contradictions or issues of interpretation, the English version of the ToU shall prevail over any other version in any other language.

The failure of DinnerGift to enforce any right or provision of the ToU will not be deemed a waiver of such right or provision.

These ToU are governed by and interpreted in accordance with Belgian law, and the courts of Antwerp (Belgium) shall have sole and exclusive jurisdiction over any disputes relating to the ToU (including the Content).