

# Terms of Use – Zenchef App

## About the Terms of Use of Zenchef App

*Terms of Use version: 1.0. This version applies from 26 October 2021. Any previous versions of these Terms of Use can be consulted on our website, <https://www.zenchef.com/mobile-app>.*

These are the Terms of Use of Zenchef App. These Terms of Use apply to Services provided to you by Zenchef App, such as the use of our Zenchef App Platform. If you have a query or comment after reading these Terms of Use, please feel free to contact us. The contact details can be found on our website, <https://www.zenchef.com/mobile-app>.

## 1. Definitions

In these Terms of Use, certain terms are capitalised. These terms have the meanings specified below.

**Offer** Any offer from a Restaurant that is displayed on the Zenchef App Platform. Examples include reserving a table, ordering a takeaway, paying for or paying a deposit in this regard or purchasing a gift voucher or a product.

**Account** The account with which you can access the Zenchef App Platform. **Terms of Use** These Terms of Use.

**Order** Your acceptance of an Offer as shown on the Zenchef App Platform. If you make a reservation or purchase products, for example

**Services** The services provided to you by Zenchef App, such as offering the Zenchef App and access to the Zenchef App Platform, displaying Offers from Restaurants and sending your Orders (by automated means or otherwise) to the Restaurant concerned.

**User, you, your** The natural person or legal entity that uses the Services offered by Zenchef App.

**Restaurant** A restaurant or any other provider visible on the Zenchef App Platform.

**Zenchef App, we, us** The provider of the Services. Zenchef App is a trade name of Formitable B.V. This company is registered with the Dutch Chamber of Commerce under number 67619665.

**Zenchef App** The web/mobile application that makes Zenchef App available, allowing you to access the Zenchef App Platform after having logged into your Account.

**Zenchef App Platform** The platform that can be accessed via the Zenchef App after logging into your Account. On the platform, among other things, you can search for and filter Restaurants and their Offers and place Orders.

**Agreement** The agreement between Zenchef App and you regarding the provision of the Services.

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### **2. Applicability**

These Terms of Use apply to the Services provided by Zenchef App to you as a User of the Services. These Terms of Use may only be deviated from in writing if we have agreed to this.

Offers are subject to the terms and conditions applied by the Restaurant concerned. They are not subject to these Terms of Use.

### **3. Account**

The Zenchef App gives you access to our Zenchef App Platform, a platform that displays various Offers from Restaurants. In order to gain access to the Zenchef App Platform, you must create an Account using the method that we offer for this purpose (e.g. via Google Login). An Account may not be shared with others without our written consent. If you have created an Account for a company, you are responsible for acting on behalf of this company.

The login details that allow you to access the Account must be carefully protected to prevent unauthorised access. Zenchef App will assume that all actions performed from an Account are performed under your direction and supervision – unless you have previously informed Zenchef App that a third party may have obtained unauthorised access to the Account. In the latter case, you should still ensure that you take all possible measures to prevent misuse, by changing your password, for example.

You must ensure that all information that you supply to us in connection with your Account and the Services is and remains accurate and up to date. Make sure, therefore, that you check this information on an ongoing basis and report any changes as soon as possible.

### **4. Offer and Orders**

The Offer shown on the Zenchef App Platform comes from the Restaurant, not from Zenchef App. Zenchef App only displays the Offers of Restaurants on behalf of the Restaurants. Zenchef App does not actively check the content of Offers but will be able to verify on the basis of notifications whether something is wrong with a particular Offer. So, if you have a query about an Offer, you should contact the Restaurant concerned in the first instance.

If you place an Order and therefore accept an Offer from a Restaurant, an agreement will be concluded between you and the Restaurant. Zenchef App is not a party to this agreement. In some cases, Zenchef App does act on behalf of the Restaurant in the performance of this agreement: the receipt of any payments or deposits from you, for example, for which Zenchef App will be authorised by the Restaurant.

If you have a query or complaint relating to the agreement you have entered into with a Restaurant, you should contact the Restaurant directly. Naturally, you can also notify Zenchef App about this. We can then work out how we can help both parties in this regard.

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### **5. Information that you share**

Zenchef App offers you the opportunity to share information (publicly or otherwise), within the Zenchef App Platform, for example, such as by leaving reviews. This is subject to the following rules.

Information that you share must be relevant and truthful, and reviews must be based on your own experience. Information that you share must not contain personal data. Reviews must enable, or at least help, readers to get an impression of what the review relates to. Reviews or other contributions must not make reference to other websites or other companies.

Zenchef App reserves the right to modify, refrain from publishing or delete information shared by you if Zenchef App reasonably believes or suspects that this information violates applicable regulations or infringes third-party rights.

### **6. Availability, maintenance and updates**

Zenchef App will make every effort to provide the Services in the best possible way and to make them available to the greatest possible extent but does not provide guarantees with regard to its performance and does not guarantee uninterrupted availability.

From time to time, Zenchef App may issue updates which rectify possible errors or improve the performance of the Services. Any updates for the mobile version of the Zenchef App will be made available in the relevant app store. You yourself are responsible for installing such updates. Zenchef App accepts no liability for damage resulting from defects or errors caused by the failure to install such an update.

Zenchef App has the right to temporarily suspend the Services or parts thereof for the purposes of maintenance, adjustments or improvement. As far as possible, Zenchef App will endeavour to schedule

such suspensions when use of the Services is at its lowest. Zenchef App may decide to inform you of this in advance. From time to time and at its own discretion, Zenchef App may modify the functionality of the Services. Feedback and suggestions in this regard are of course always welcome.

### **7. Intellectual property rights**

All intellectual property rights to all of the Services made available by Zenchef App in the context of the Agreement shall be held exclusively by Zenchef App or its licensors. Nothing in the Agreement serves to transfer intellectual property rights in full or in part, including transfer by you to Zenchef App.

You obtain from us the right to use the Services, such as the Zenchef App, for the purpose intended by the Agreement in accordance with these Terms of Use. This right of use is granted for a specific period of time and is non-exclusive and non-transferable. Without the express permission of Zenchef App, it is not permitted to reproduce or publish materials originating from Zenchef App or the Restaurants.

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It is not permitted to remove or render illegible indications of copyright ownership included in the mobile version of the Zenchef App or to modify, reverse engineer or decompile the source code of the mobile version of the Zenchef App, except in so far as this is permitted by mandatory law and cannot be contractually excluded.

In addition to the provisions contained in these Terms of Use, app store providers (such as Apple's App Store and/or the Google Play Store) may impose conditions on obtaining the mobile Zenchef App, its use and related matters. Please refer in this regard to the terms of use and privacy statement of these parties.

Information, such as reviews, photos, etc., that you provide to Zenchef App during use of the Services remains your property or that of your licensors. You grant Zenchef App a right of use over these data, to distribute, store, transmit or copy them to the extent reasonably necessary for the performance of the Agreement and for Zenchef App's reasonable interests in continued use after the Agreement has ended. The latter includes, for example, keeping reviews that you have posted published even though you are no longer a User of our Services.

### **8. Privacy**

When providing the Services, in certain cases, Zenchef App processes personal data. We will process these data in accordance with our privacy statement, which can be found on the website <https://www.zenchef.com/mobile-app/privacy-policy>.

### **9. Changes to Terms of Use**

Zenchef App may amend these Terms of Use. In the event of a change, Zenchef App will notify you, by means of a notification within your Account, for example, or a general notification on the Zenchef App Platform. In this notification, Zenchef App will indicate when the amended Terms of Use will take effect. If you do not agree with the changes, you will of course be free to delete your Account. If you continue to use the Services after the date specified in the notification, this means that you agree to the amended Terms of Use.

### **10. Termination of the Services**

You can stop using the Services at any time by deleting your Account. You can do this easily within the account environment. Zenchef App may decide to terminate its Services at any time. In that event, Zenchef App will notify you well in advance.

### **11. Final provisions**

Unless provided otherwise by mandatory law, the Agreement between Zenchef App and you is governed by Dutch law. All disputes ensuing from or related to this Agreement will be submitted to the competent Dutch court in the district in which Zenchef App has its registered office, on the understanding that Zenchef App is also entitled to submit a dispute to a court with jurisdiction on other grounds. If you have entered into the Agreement as a consumer, Zenchef App will grant you a period of at least one month, calculated from the time that Zenchef App has invoked this provision in writing, to choose another competent court to settle the dispute.

If a provision of the Agreement proves to be contrary to mandatory law, this will not affect the

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validity of the entire Agreement. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as far as is possible under the law.

Where the Agreement refers to 'written' or words of similar intent, this includes communication via the Service or another electronic means of communication (e.g. email), provided that the identity of the sender of the message and the integrity of the message have been sufficiently established.