

# DINNERGIFT' S TERMS & CONDITIONS

DinnerGift (hereafter referred to as "DinnerGift", "we", "us" or "our") an online social platform available at <https://www.dinnergift.be>, which offers a community marketplace for Culinary Businesses and Consumers to facilitate the ordering of culinary gift vouchers. Each of DinnerGift's Users, whether Culinary Businesses or Consumers ("User" or "you"), is invited to use and enjoy DinnerGift in accordance with the terms and conditions hereunder.

## 1. Acceptance of the Terms

BY ACCESSING OR USING DINNERGIFT (OR ANY PORTION OF IT), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS OF CONDITIONS INCLUDING THE PRIVACY & COOKIE POLICY TERMS (COLLECTIVELY, THE "TERMS") AND YOU AGREE TO BE BOUND BY THEM AND TO ADHERE TO ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR CONDUCT ON DINNERGIFT. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CONNECT TO, ACCESS OR USE DINNERGIFT IN ANY MANNER.

THE USE OF THE PLATFORM AND ORDERING AND OFFERING CULINARY GIFT VOUCHERS IS SOLELY AT THE USER'S OWN RISK. DINNERGIFT CANNOT BE HELD RESPONSIBLE FOR ANY LIABILITY WHATSOEVER RELATED TO THE USER'S CONDUCT OR THE DRINKS OR FOOD PREPARED/DELIVERED IN EXCHANGE FOR A GIFT VOUCHER, AND DINNERGIFT EXPLICITLY REJECTS ANY AND ALL LIABILITY, AS FAR AS LEGALLY POSSIBLE, IN THIS RESPECT.

WHEN A CULINARY BUSINESS IS SELLING GIFT VOUCHERS ON DINNERGIFT'S PLATFORM, DINNERGIFT DOES NOT COVER THIS CULINARY BUSINESS'S LIABILITY IN CASE THIS CULINARY BUSINESS RECEIVES CLAIMS FROM CONSUMERS THAT ORDERED ITS GIFT VOUCHERS.

BY ACCESSING OR USING DINNERGIFT, YOU ACKNOWLEDGE THAT THE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN THE DINNERGIFT AND THE PERSON CONNECTING TO, ACCESSING OR USING DINNERGIFT.

IF YOU ACCEPT OR AGREE TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND, IN SUCH EVENT, "YOU", "USER" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY.

### Key terms

**Account** Comprises all information and content that a registered User has provided on the Platform. This includes personal information, records, favourites, reviews, recommendations, pictures et cetera.

**Consumer** is every User purchasing culinary gift vouchers or having the intention to do so through the Platform.

**DinnerGift** is the enterprise facilitating the ordering of culinary gift vouchers of Culinary Businesses to Consumers.

**Fire IT VOF** is the company that owns and manages DinnerGift.

**Platform** (including DinnerGift's "Site" and "Service") is an online platform used by Culinary Businesses and Consumers to offer and purchase culinary gift vouchers. It is owned and managed by Fire IT VOF and its affiliates.

**Processing Fee** is the fee DinnerGift charges to the Consumer.

**Culinary Business** is every User offering culinary gift vouchers on the Platform.

**Service** means the service provided by DinnerGift through the Platform that allows Culinary Businesses and Consumers to offer and purchase culinary gift vouchers.

**Service Fee** is the fee DinnerGift charges to the Culinary Businesses.

**Site** means the website of DinnerGift available on [www.dinner-gift.com](http://www.dinner-gift.com);

**Terms** are DinnerGift's present terms and conditions, its Privacy Policy and Cookie Policy.

**User** is every Culinary Business, Consumer, or other User, who has registered an Account on the Platform and/or is using the Service.

**User Generated Content** are all recommendations, comments, literary works, texts, images, videos, photos and other materials the Platform allows Users to upload, post, publish and make available through it, including without limitation Users ' posts on their profile and Culinary Business pages.

## 2. DinnerGift information

DinnerGift is owned and managed by Fire IT VOF

Fire IT VOF

Waversesteenweg 136, 2500 Lier, Belgium

Enterprise number: 0822.374.809

VAT number: BE0822.374.809

Fire IT's office: Waversesteenweg 136, 2500 Lier, Belgium

[hello@dinnergift.com](mailto:hello@dinnergift.com) or [support@dinnergift.com](mailto:support@dinnergift.com)

## 3. Scope

1. These Terms are applicable to the Service DinnerGift delivers through the Platform. DinnerGift only acts as a facilitator between Culinary Businesses and Consumers and is therefore not a party to any agreement concerning the purchase of culinary gift vouchers. All agreements of ordering culinary gift vouchers are concluded directly between the Culinary Business and the Consumer.
2. DinnerGift will in no way be considered to act as a food provider, owner or operator of a food establishment of any kind.
3. DinnerGift might expand the scope of its activities without prior notice.

## 4. Platform

1. Use of the Platform is only allowed for persons of 18 years or older and/or having the legal capacity to enter into a contract.

2. By accessing or using the Platform, in every possible way, you are indicating that you have read and that you understand and agree with the Terms of DinnerGift. If you do not agree to these Terms, then you have no right to access or use the Platform.
3. In order to be able to use the Platform you must register for an Account and complete your profile with accurate details about yourself such as your real identity (first and family name, date of birth, gender) and your active contact details (email address and phone number). If the information you provide to us is not accurate and true, we cannot guarantee the quality of the Service. You accept that the information you voluntarily provide can and will be used according to our Privacy Policy.
4. To the extent that the Platform allows it, you may edit the information included in your Account at any time. If you want to discontinue the use of the Platform and delete your Account from the Platform, you can contact us at support@dinnergift.com. We will remove your Account and personal information related to you from the Platform within a reasonable amount of time and in accordance with our Terms.
5. If you violate any the Terms, other DinnerGift policies or any applicable law, DinnerGift can at any time, without prior notice and without liability to you, suspend or delete your Account.
6. Although DinnerGift will do its very best, DinnerGift does not guarantee that the Platform will operate continuously without any interruption or that it will be error-free on every device used to access the Platform.
7. DinnerGift is allowed to, at any time, correct, modify, amend, enhance, improve and make any other changes to the Platform or to add or discontinue displaying or providing any content or feature without a notice to its Users. You hereby agree and acknowledge that DinnerGift is not responsible for any errors or malfunctions that may occur in connection with the execution of such changes.

## **5. Culinary gift voucher**

1. The registered Culinary Business undertakes to accept the offered culinary gift voucher of the Consumer and provide the Consumer the service/menu/arrangement as detailed on the gift voucher or accept the gift voucher as full or partial payment. DinnerGift cannot be held liable if the Culinary Business does not accept the gift voucher but if proven to be true will immediately terminate the contract with the Culinary Business.
2. Consumers can use the culinary gift vouchers as full or partial payment for goods and services at the Culinary Business.
3. Culinary gift vouchers purchased for a service/menu/arrangement can be exchanged for the service/menu/arrangement detailed on the culinary gift voucher. Items ordered in addition to the service/menu/arrangement and discretionary service charges / gratuities are not included in the price of gift vouchers.
4. All gift vouchers are valid for 12 months from the date of purchase unless explicitly stated otherwise on the Culinary Business page and the gift voucher and can be used on the day and hour of preference. Gift vouchers not used within this timeframe will be forfeited with no entitlement to refund or exchange. It is not possible to extend the gift voucher beyond the stated validity period.
5. Purchased culinary gift vouchers are not refundable in cash nor replaceable for a new culinary gift voucher.
6. Culinary gift vouchers are not refundable in cash or replaceable for a new culinary gift voucher if lost, destroyed or stolen.
7. DinnerGift can not be held liable if the culinary gift voucher accidentally falls in the hands of a third party after dispatching by shipment.

8. DinnerGift is not responsible if the Consumer enters an incorrect e-mail address of the recipient.
9. When the Culinary Business cannot fulfil its duties as mentioned on the culinary gift voucher due failure, DinnerGift will not be liable.
10. Culinary gift vouchers must be presented on arrival at the relevant Culinary Business and must be mentioned when booking.
11. Culinary gift vouchers cannot be exchanged for a gift voucher from another Culinary Business registered on the platform of DinnerGift.
12. Gift vouchers have to be used all at once. Any remaining amount is not exchangeable for cash.
13. In case of force majeure DinnerGift can dissolve the purchase of the culinary gift voucher or suspend the exchange of the gift voucher, without payment of a compensation.
14. In case of deception, fraud, forgery, scam or other malicious practices or suspicion of one of these mentioned practices, DinnerGift has the right to dissolve the purchase of the culinary gift voucher or suspend the exchange of the gift voucher, without payment of a compensation.
15. In case the Culinary Business is no longer active on the platform, the Culinary Business is still obliged to accept the gift vouchers issued when the Culinary Business was still active on the platform. DinnerGift cannot be held liable for these culinary gift vouchers.

## **6. Prices and fees**

1. The ordering price is the price that is shown on the Platform to the Consumers on the shopping basket details and the payment page and consists of the Culinary Business's gift voucher price (incl. applicable taxes), the Service Fee and the Processing Fee.
2. The price for each culinary gift voucher is the price per gift voucher as chosen by the Consumer plus the Processing fee charged to the Consumer. The amount that will be transferred to the Culinary Business's account is the price of the gift voucher (excl. Processing fee), reduced with the 5 % Service Fee of DinnerGift (incl. 21% VAT). This amount will be transferred to the Culinary Business's account after an order and payment has been made by a Consumer, provided that there were no complaints and/or cancellations. DinnerGift can adjust the rate of the Service Fee at any time. Notification of this adjustment will be given in accordance with Article 18.
3. The Processing Fee charged to the Consumer depends on the total amount of the order (incl. 21% VAT). DinnerGift can adjust the rate of the Processing Fee at any time. Notification of this adjustment will be given in accordance with Article 18.
4. The Culinary Business will be solely responsible to comply with applicable tax law and determining and paying any taxes related to the culinary gift voucher it offers on the Platform (excluding any taxes on the Service Fees and processing) as required by the applicable tax law in the country in which the Culinary Business resides. The Culinary Business is therefore required to set an "all-in" culinary gift voucher price which includes all applicable taxes including VAT, surcharges, sales taxes, goods and services taxes, personal or corporate income taxes and other similar direct and indirect taxes on a local, provincial and/or national level. Failing to do so may lead to a discontinuation of the Culinary Business's activities.

## 7. Payment

1. Currently, Consumers can pay on the Platform with all major debit and credit cards from Consumers in every country such as Visa, Mastercard, American Express, 3D secure and Bancontact.
2. Consumers who order on the Platform, are obliged to pay the ordering price, as shown on the shopping basket details and the payment page. Consumers agree that this price will be charged to their credit card or other payment method. The processing of payments or possible credits resulting from your use of the Platform is governed by the terms and conditions of the relevant payment provider or credit card issuer.
3. In the context of your use of the Platform, DinnerGift will keep certain transactional details (that DinnerGift will use conform to its Terms).
4. By offering culinary gift vouchers on the Platform, you appoint DinnerGift as an authorized payment collection agent for the sole purpose of collecting the culinary gift voucher price from your Consumer and transferring it to you. You agree that payment of the culinary gift voucher price from a Consumer through DinnerGift is considered to be a payment made directly from the Consumer to you, and that you will accept the gift voucher as announced on the page of the Culinary Business.
5. DinnerGift will pay the Culinary Business for the culinary gift vouchers it has sold through the Platform on a monthly periodic basis. The Service Fee charged by DinnerGift will automatically be withheld from the payouts.
6. DinnerGift can make use of a delayed capture of 10 days of the payment to ensure payment safety for the User and to counter fraud.
7. Users agree with electronic invoicing by DinnerGift. Culinary Businesses will receive electronic invoices for the culinary gift vouchers that they have provided on the Platform. The invoices will contain all necessary information required for accounting and tax purposes.
8. DinnerGift can provide electronic invoicing per transaction.
9. By accessing or using DinnerGift, Culinary Businesses acknowledge and agree that the system of self-billing will be applicable on the service of providing gift vouchers by the Culinary Business, receiving in return a payment by DinnerGift.
10. Consumers will be receive electronic invoices related to the transactions they have paid for on the Platform. DinnerGift will provide these invoices.

## 8. Cancellation and refunds

1. After receiving the ordered culinary gift voucher, the Consumer has the right of withdrawal if: A Consumer cancels the culinary gift voucher no later than 14 days after the purchase by sending an email to [support@dinnergift.com](mailto:support@dinnergift.com). The Processing Fee to DinnerGift will however remain non-refundable as compensation for the administrative costs. DinnerGift will refund the price paid by the Consumer, minus the Processing Fee within a time period of 21 days after the reception of your cancellation.
2. The consumer is only allowed to cancel to gift voucher if it has not been collected.
3. DinnerGift reserves itself the right to cancel a culinary gift voucher offered at any time and to fully refund the payments to the Consumers who ordered it.

## 9. Access to services offered by our partner Stripe

Stripe provides services for the issuing, use, and management of e-money. These services are offered on the Website as a means of payment for DinnerGift gift vouchers. No other method of payment is available on the Website.

If you become a Consumer or Culinary Business, you agree to be bound by the Terms and Conditions of Stripe.

The creation of a Consumer or Culinary Business account includes the creation of an "Account" as defined under the Terms and Conditions of Stripe. The purchase of a DinnerGift gift voucher constitutes a "Transaction" as defined under the Terms and Conditions of Stripe.

DinnerGift is not responsible for any problems with the payment by the Consumer.

## 10. User conduct

1. Users are obliged to:
  - o comply with applicable local, provincial, national and/or international laws and regulations in relation to their activity on the Platform, particularly applicable tax laws and food safety regulations;
  - o strictly follow the common standards and regulations regarding food safety and hygiene;
  - o behave neatly and respectfully to other Users on the Platform and during the exchange of the culinary gift voucher;
  - o abstain from, in reviews they leave on the Platform, language that can be perceived as inappropriate, offensive or hurtful, or to offer products or services in a review.
2. You understand and agree that you are solely responsible for your User Generated Content and the consequences of posting or publishing such material on the Platform in any way.
3. You agree that you will not post or upload any User Generated Content to the Platform: (i) containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or (ii) which it would be unlawful for DinnerGift to use or possess in connection with the Platform.
4. You agree that DinnerGift may remove at any time any User Generated Content you have uploaded to the Platform at its sole discretion.

## 11. Restriction of the Platform use

1. You understand and agree to fully comply with the Terms and not to use the Platform or any related information for anything other than the designed purpose. Doing so may result in a termination of your Account on the Platform and may lead to civil or criminal prosecution. This means that you cannot and may not, whether by yourself or anyone on your behalf:
  - o Violate any local, provincial, national and international laws or regulations in relation to your activity on the Platform and while exchanging a culinary gift voucher;
  - o Use the Platform to conduct or promote any illegal, unlawful or unauthorized purposes;
  - o Use the Platform to distribute any form of spam, unsolicited commercial or non-commercial e-mailing or a similar conduct;
  - o Register for more than one Account, register an Account on behalf of anyone other than yourself, allow access to your Account to anyone other than yourself;

- o Use the Platform for any non-personal or commercial purposes other than as a Culinary Business without DinnerGift's express prior consent;
  - o Interfere with or violate other Users' rights to privacy and other rights, or harvest or collect data and information about other Users without their express consent, whether manually or automatically with the use of any robot, spider, crawler, any search or retrieval application, or use other automatic device, process or method to access the Platform and retrieve, index and/or data-mine any information;
  - o Interfere with or disrupt the operations of the Platform, or the servers or networks that host the Platform, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
  - o Post, publish, or otherwise make available through the Platform any content, text or information that is abusive, harassing, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable or offensive;
  - o Impersonate any person or entity or provide false information on the Platform, whether directly or indirectly;
  - o Falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that DinnerGift or any third party endorses you, your platform, your business, or any statement you make, or present false or inaccurate information about DinnerGift;
  - o As a Culinary Business, provide false or inaccurate information with respect to the culinary gift vouchers you offer through DinnerGift for Consumers, including, but not limited to any representation you make with respect to your culinary gift vouchers, including the hygiene standards, allergies and the food/drinks you offer on DinnerGift ;
  - o Transmit, distribute, display or otherwise make available through or in connection with the Platform any content, including User Generated Content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content;
  - o Take any action that imposes, or may impose, in DinnerGift's sole discretion, an unreasonable or disproportionately large load on the Platform's infrastructure or that may otherwise adversely affect the User's experience in connection with the Platform;
  - o Copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Platform in any way;
  - o Create a browser, frame, border environment or GUI around the Platform, the Site and/or the Application;
  - o Link, including in-line linking, to elements on DinnerGift, such as images and videos, independently from the web pages of DinnerGift on which they originally appear;
  - o Bypass any measures DinnerGift may use to prevent or restrict access to the Platform.
2. DinnerGift reserves itself the right to cease and report any improper or unlawful activities to the proper authorities and cooperate with local, provincial and national authorities in investigations of improper or unlawful activities, even if this may require the disclosure of Users 'personal information.

## 12. Disclaimer

1. The Platform is only meant to facilitate the offering, ordering and payment of culinary gift vouchers. DinnerGift cannot control nor guarantee the accuracy of the information provided by the Users on the Platform or the quality or content of the drinks or the food prepared/provided by the Culinary Business.

2. The use of the Platform and offering and ordering of culinary gift vouchers is solely at the User's own risk. DinnerGift cannot be held responsible for any liability whatsoever related directly or indirectly to the Users' conduct or the drinks or food provided, and it expressly any and all liability, as far as legally possible, in this respect.
3. When selling culinary gift vouchers on DinnerGift as a Culinary Business, DinnerGift does not cover your liability in case you receive claims from Consumers that bought culinary gift vouchers from you.

## 13. Limitation of liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Platform, the culinary gift vouchers you order and consume or sell and the contact you have with other Users of DinnerGift (online or in person) remains with you.

DinnerGift cannot be held liable for:

- any direct or indirect liabilities arising from the contracts concluded between Consumers and Culinary Businesses as mentioned in Article 3.1 & Article 5;
- any direct or indirect liabilities concerning the quality of the food/drinks, the accordance of the culinary gift voucher to its description or non-compliance to food safety or hygiene standards and regulations;
- any direct or indirect liabilities concerning the compliance of any User to applicable tax laws;
- any direct or indirect liabilities of copyright infringement of distribute content (such as images, videos and texts) by the User.
- any direct or indirect damages resulting from the malfunctioning of the Site, the Application or the Platform.

## 14. Privacy

Because your privacy is very important to us, we have written a detailed privacy policy ("Privacy Policy") in order to clarify how DinnerGift collects, uses, communicates, discloses and protects your personal information. You agree that DinnerGift's Privacy Policy (as may be updated from time to time) governs DinnerGift's collection and use of your personal information.

## 15. Intellectual Property

1. The Platform and all Intellectual Property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, copyrightable materials, graphics, text, designs (including the "look and feel" of the Platform, Site and/or Application), specifications, methods, procedures, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered (collectively, "Intellectual Property"), are fully owned and/or licensed to DinnerGift and are protected by applicable copyright and other Intellectual Property rights under local, provincial, national and international conventions. All rights not expressly granted to you hereunder are reserved by DinnerGift and its licensors.
2. "DinnerGift", "dinner-gift.be", "dinner-gift.nl", "dinner-gift.eu", "dinner-gift.com", any other website owned by DinnerGift, DinnerGift's logo(s) and all other proprietary identifiers used by DinnerGift in connection with the Platform ("DinnerGift Trademarks") are all trademarks and/or trade names of DinnerGift, whether or not registered. All other



trademarks, service marks, trade names and logos which may appear on the Platform belong to their respective owners (“Third Party Marks”).

3. No right, license, or interest to the DinnerGift Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the DinnerGift Trademarks or the Third Party Marks.
4. When you upload, post, publish, use or make available User Generated Content on the Platform, you grant to DinnerGift an irrevocable, perpetual, exclusive, royalty-free, transferable, assignable, sub-licensable and worldwide license, to use, reproduce, rework, adapt, translate, distribute, transmit, lend, prepare derivative works of, display, make available to the public and perform that User Generated Content in connection with the Platform, including for commercial purposes, whether through the internet, any mobile device or otherwise, in any media formats and through any media channels known today . When a User deletes User Generated Content from the Platform or asks to remove its Account, DinnerGift has the right to continue the license on the User Generated Content that the User has provided on the Platform.
5. The User renounces to the right to claim the fatherhood and to refuse the publication of the User Generated Content and will not oppose to any changes to the User Generated Content that do not harm the User's reputation.

## **16. Advertisement policy**

1. The Platform may contain links to third party websites (“Third Party Sites”), whether such links have been suggested by DinnerGift or shared by any. You hereby acknowledge that DinnerGift has no control over such Third Party Sites, and you further acknowledge and agree that DinnerGift is not responsible for the availability of Third Party Sites, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or any materials available on such Third Party Sites.
2. You further acknowledge and agree that DinnerGift shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through any Third Party Sites. Most Third Party Sites provide legal documents, including terms of use and privacy policy, governing the use of such sites. It is always a good idea to read such documents carefully before using those sites.
3. DinnerGift may accept advertisements from third party networks. Please note that DinnerGift makes no warranties or representations concerning such advertisements, whether or not DinnerGift has control over such advertisements.

## **17. Complaints**

DinnerGift serves as the single point of contact for any queries or concerns of Users. If a User is acting or has acted inappropriately including (but not limited to) not complying with the Terms, not performing what the User committed to, not respecting food safety standard and regulations, using offensive, violent or sexually inappropriate behaviour, Users should immediately report this person to us at [help@dinnergift.com](mailto:help@dinnergift.com) and to the appropriate authorities if necessary. DinnerGift will take your complaints into consideration and endeavour to find a solution suitable for all parties involved within a reasonable amount of time.

## **18. Modification of Terms**

1. DinnerGift reserves the right, at its sole discretion, to modify the Platform, Site, Application or Service or to modify these Terms, including the Service Fees, Processing

Fees, the Privacy Policy, Cookie Policy and any other policies at any time and without prior notice. We will either post modifications on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the last updated date at the bottom of these Terms. In the event that the Terms should be amended or modified to comply with any legal requirements, the changes to the Terms may take effect immediately and without any prior notice.

2. By continuing to access or use the Platform after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you have read, understood and agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you can only cease using the Platform. You can ask DinnerGift to delete your Account by sending your request to [hello@dinnergift.com](mailto:hello@dinnergift.com). We will remove your Account and any personal information related to you from the Platform in accordance with our Terms within a reasonable amount of time.

The original version of the Terms and Conditions is drafted in English. When the Terms and Conditions are being translated into another language, the English version shall prevail. Translated Terms and Conditions will be interpreted on the basis of the original English version.

Date of last revision: March 14, 2018.