

DINNERGIFT'S TERMS & CONDITIONS FOR CULINARY BUSINESSES

1. General information and definitions

1.1. These Terms and Conditions are applicable to the services offered on DinnerGift, an online social platform available on the 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 (hereafter referred to as “**DinnerGift**”, “we”, "us" or "our"), with e-mail address: hello@dinnergift.be.

1.2. These Terms and Conditions are applicable to the Service DinnerGift delivers through the Platform. DinnerGift only acts as a facilitator between Culinary Businesses and Users to facilitate the ordering of culinary Gift Vouchers and is therefore not a party to any agreement concerning the purchase and enjoyment of Culinary Business Offers.

1.3. DinnerGift will in no way be considered to act as a Culinary Business or any other food provider, owner or operator of a food establishment of any kind.

1.4. The capitalized terms used throughout these Terms and Conditions shall mean the following:

Account: all information and content that a registered Culinary Business has provided on the Platform. This includes personal information, records, favourites, pictures et cetera.

Collecting / Collect: informing DinnerGift that a Gift Voucher is presented/used by the holder of the Gift Voucher, by inserting the code on the Platform.

Consumer: any natural person who acts for purposes that are outside his trade, business, craft or profession;

Company: any natural or legal person pursuing an economic goal in a durable manner, as well as its associations;

Culinary Business: a legal entity not linked to DinnerGift, being for example a bar, restaurant or any other culinary establishment offering food and/or beverages, offering culinary Gift Vouchers for such on the Platform, also referred to as “you”.

Culinary Business Offer: the food and/or drink products and/or services offered by the Culinary Business for which a Gift Voucher can be purchased on the Platform.

Data subject: an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors

specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

DinnerGift Experience: a generic gift voucher not linked to a specific Culinary Business which can be redeemed through the Platform for a specific Gift Voucher (legal title) of any active Culinary Business on the Platform.

Force Majeure: (i) an act of God, explosion, fire, tempest or flood; (ii) outbreak of war, hostilities, riot, civil disturbance or acts of terrorism; (iii) the act of any government or authority (including refusal or revocation of any license or consent); (iv) power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; (v) theft, malicious damage, strike, lock-out or industrial action of any kind; (vi) any cause or circumstance whatsoever beyond the reasonable control of the party seeking to rely on the delay.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

Gift Voucher: the legal title, either in physical or electronic form, granting the holder of the Gift Voucher the right to enjoy the Culinary Business Offer for which the Gift Voucher is valid at the Culinary Business' establishment.

Parties: DinnerGift and Culinary Business together.

Personal Data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Platform: 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.

Processing Fee: the fee DinnerGift charges to the User when ordering a Gift Voucher.

Service Fee: the fee DinnerGift charges to the Culinary Business for the facilitation of the sale of the Gift Vouchers.

Service: the facilitating service provided by DinnerGift through the Platform that allows Culinary Businesses to offer and Users to purchase culinary gift vouchers.

Start-up Package: a package containing several items as described in these Terms and Conditions which has to be purchased by the Culinary Business in order to be able to offer Culinary Vouchers through the Platform.

Terms: the present Terms and Conditions, DinnerGift's Privacy Policy, Cookie Policy and Platform Acceptable Use Policy.

User: every Company or Consumer visiting and making use of the Platform and possibly buying Gift Vouchers.

2. The Platform

2.1. The Platform is an interactive online social platform. The Culinary Business may use the Platform and actively participate on the Platform's interactive sections in accordance with DinnerGift's Platform Acceptable Use Policy.

2.2. Although DinnerGift will invest commercially reasonable efforts, DinnerGift cannot 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. DinnerGift does not accept any liability in this regard.

2.3. DinnerGift reserves the right 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 should this be required by the circumstances, such as for example a change in legislation, technical changes or the addition of a Culinary Business. Where possible, DinnerGift shall notify the Culinary Business.

2.4. If you violate any of DinnerGift's Terms or any applicable legislation, DinnerGift reserves the right to suspend the use of the Platform or block/delete your Account, in accordance with DinnerGift's Platform Acceptable Use Policy.

3. Getting started

3.1. To offer Culinary Business Offers for which a Gift Voucher can be purchased by the Users, you must buy a Start-up Package and create an account.

Start-up package

3.1. To maintain consistency in branding and presentation vis-à-vis the public, each Culinary Business has to buy a Start-up Package from DinnerGift. The price of the Start-up Package is 250 EUR (VAT excl.) and contains the following benefits for the Culinary Business:

1. Personalization of the Gift Vouchers;
2. Instalment of an iframe on the Culinary Business' website, allowing visitors of the Culinary Business' website to purchase Gift Vouchers directly, without being redirected to the Platform;
3. The creation of a personal page for the Culinary Business on the Platform;

4. A sticker identifying the Culinary Business as a member of DinnerGift to be put on the Culinary Business' window;
5. The creation of a social media post announcing the Culinary Business' membership of DinnerGift to be posted by the Culinary Business on its social media channels.

Creating an account

3.3. The Culinary Business guarantees that the information provided when creating an Account is true, accurate and up-to-date. If the information provided is not true, accurate and up-to-date, DinnerGift cannot guarantee the provision of the Service. DinnerGift does not accept any liability in this regard.

The Personal Data that you provide when creating an Account will be processed in accordance with article 7 of these Terms and Conditions.

Maintaining the personal page

3.4. Once created by DinnerGift in the context of the Start-up Package, it is the Culinary Business' responsibility to manage its personal page (make sure the necessary content is placed online, update/adjust text, etc.). The Culinary Business warrants, and indemnifies DinnerGift in this regard against third party claims, that it is solely responsible for the content of its personal page unless explicitly stated otherwise in the Terms.

3.5. All Gift Vouchers shall be valid for 12 months from the date of purchase and can be used on a day and hour of preference unless explicitly stated otherwise on the Culinary Business page on the Platform and the Gift Voucher. It is the Culinary Business' responsibility to change its page on the Platform in this regard.

4. Culinary Business Offer and accepting and Collecting Gift Vouchers

4.1. The Culinary Business undertakes to comply with all applicable local, provincial, national, European and international legislation in relation to their provision of the Culinary Business Offer, in particular applicable tax regulations and health and/or food safety regulations. The Culinary Business guarantees that it follows all common standards and regulations regarding health and/or food safety and hygiene.

4.2. It is the Culinary Business' responsibility to offer the Culinary Business Offer as detailed on the Gift Voucher or the Culinary Business page on the Platform.

4.3. To enjoy a Culinary Business Offer the client must present a valid Gift Voucher for your Culinary Business. A DinnerGift Experience can be redeemed on the Platform for such specific Gift Voucher. DinnerGift Experiences cannot be Collected. The Culinary Business shall not accept a DinnerGift Experience as partial or full payment. The Culinary Business accepts all responsibility in this regard.

4.4. The Culinary Business undertakes to accept the presented Gift Voucher by the holder of the Gift Voucher and provide the holder of such Gift Voucher with the Culinary Business Offer as detailed on the Gift Voucher or accept the Gift Voucher as partial or full payment.

4.5. In the event the agreement between DinnerGift and the Culinary Business has ended, for whatever reason, the Culinary Business undertakes to accept all presented Gift Vouchers that were purchased during the term of the agreement and provide the holder of such Gift Voucher with the Culinary Business Offer as detailed on the Gift Voucher or accept the Gift Voucher as partial or full payment.

4.6. If for whatever reason the amount of the Gift Voucher exceeds the price of the Culinary Business Offer enjoyed at the Culinary Business, the remaining amount shall not be reimbursed in any way to the holder of the Gift Voucher, not by DinnerGift nor by the Culinary Business.

4.7. The Culinary Business must check the validity of the Gift Voucher when settling the check with the holder of the Gift Voucher by inserting the Gift Voucher's code on the Platform. Without undue delay after the visit of the holder of the Gift Voucher at the Culinary Business and at the latest within 48 hours, the Culinary Business must Collect the Gift Voucher on DinnerGift's Platform. When Collected, this will be indicated on DinnerGift's Platform when inserting the Gift Voucher's code.

4.8. It is the Culinary Business' responsibility to check the validity of the Gift Voucher and Collect it in a timely manner. DinnerGift does not accept any liability in the event someone presents itself at the Culinary Business's establishment with a Gift Voucher that has already been used by someone else, but has not been Collected in a timely manner by the Culinary Business, and the Culinary Business provides the Culinary Business Offer twice. DinnerGift shall only pay the Culinary Business once for each sold Gift Voucher.

5. Payment to the Culinary Business

5.1. The price charged to the User when buying a Gift Voucher is the price of the Gift Voucher including the Processing fee. The amount that will be transferred to the Culinary Business's account is the price of the Gift Voucher, Processing fee excluded and reduced with the 10 % Service fee of DinnerGift (excl. 21% VAT). DinnerGift can adjust the rate of the Service fee at any time. The Culinary Business will be notified of material changes.

5.2. By offering Gift Vouchers on the Platform, you accept and agree that DinnerGift shall organize the collection of the payment on your behalf, and shall hereby involve third party payment services providers. You acknowledge and agree that the own terms and conditions of these third party payment services providers may be applicable and that DinnerGift does not accept any responsibility in this regard. Payment of the Gift Voucher price from a User through DinnerGift is considered to be a payment made directly from the User to you, and you agree to accept the Gift Voucher as announced on the page of the Culinary Business on the Platform.

5.3. DinnerGift will pay the Culinary Business for the Gift Vouchers it has sold through the Platform on a monthly periodic basis, regardless whether these Gift Vouchers have been used or Collected. As soon as a DinnerGift Experience has been exchanged for a Gift Voucher of the Culinary Business on the Platform, DinnerGift will pay the amount to the Culinary Business the following month.

In the event the User exercises his right of withdrawal in a timely manner (meaning he cancels the purchase of his Gift Voucher within a 14 days period after receiving such Gift Voucher), the price of this Gift Voucher will be withheld from the pay-outs, either in the month in which such withdrawal occurs, or in the following month.

The Service fee charged by DinnerGift will automatically be withheld from the pay-outs. DinnerGift can make use of a delayed capture of 10-14 days of the payment to ensure payment safety for the User and to counter fraud.

5.4. Culinary Businesses will receive electronic invoices for the Gift Vouchers that they have sold on the Platform. The invoices will contain all necessary information required for accounting and tax purposes. By 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.

5.5. The Culinary Business will be solely responsible to comply with applicable tax law and determining and paying any taxes related to the Gift Vouchers it offers on the Platform (excluding any taxes on the Service fees and processing thereof) 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” 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. DinnerGift does not accept any liability in this regard.

6. Liability

6.1. The Culinary Business and not DinnerGift is responsible to make available/provide the Culinary Business Offer. DinnerGift only acts as an intermediary between Culinary Businesses and Users to facilitate the ordering of culinary Gift Vouchers and is therefore not a party to any agreement concerning the enjoyment of Culinary Business Offers.

6.2. To the extent allowed by law, DinnerGift does not provide any guarantees and does not accept any liability with regards to the accuracy, safety, conformity, quality, legitimacy, adequacy or any other aspect of the Culinary Business Offer provided by the Culinary Business.

6.3. DinnerGift shall, to the extent allowed by law, not be held liable for any direct or indirect damages (such as loss of revenue, loss of chance, loss of business, reputational damage) the Culinary Business may occur in the course of offering, Validating and/or Collecting Gift Vouchers and offering and providing the Culinary Business Offer.

6.4. DinnerGift shall not be held liable for any damages occurred by the Culinary Business that are caused by a breach of contract due to Force Majeure or any other unforeseeable and unsurmountable action of a third party outside of the control of DinnerGift.

7. Processing of Personal Data

7.1. In order to comply with its contractual obligations under these Terms and Conditions and for administrative purposes, DinnerGift shall process the Culinary Business employee's Personal Data (Data subject). If the Data subject consented thereto, the Personal Data shall also be used by DinnerGift to send commercial communications by e-mail. The processing activities are thus based on article 6.1. (a) (consent – commercial communications) and (b) (necessary to perform a contract) of the GDPR.

7.2. To the extent necessary to carry-out the purposes the Personal Data may be shared with other companies and/or persons. DinnerGift shall ensure that these recipients undertake to process the Personal Data in accordance with the applicable legislation, including the GDPR. The Personal Data are normally not transferred outside the European Economic Area. Should this nevertheless be the case, DinnerGift undertakes to conclude all necessary (contractual) safeguards in this regard (e.g. EC Standard Clauses or similar contractual safeguards).

7.3. The Data subject has the right to access and rectify his Personal Data in the event they are incorrect or incomplete, as well as the right to erasure and the right to object and the right to restriction of the processing under the conditions set out in the applicable legislation. In such an event it might be impossible for DinnerGift (as the case may be, the other recipients) to perform

its (contractual) obligations vis-à-vis you. DinnerGift (and as the case may be, the other recipients) does not accept any responsibility in this regard.

In as far the processing is based on consent, the Data subject may withdraw his consent at all times.

The Data subject has the right to obtain a copy (in a structured, commonly used and machine-readable format) of his Personal Data and the right to have his Personal Data transmitted to another controller ('data portability').

To enforce the above mentioned rights, the Data subject can surf to your Account area on the Platform or contact us by sending an e-mail to the following email address: hello@dinnergift.be

You (and the Data subject) are entitled to file a complaint with the Belgian national data protection authority (Gegevenbeschermingsautoriteit / l'Autorité de protection des données) - Rue de la Presse, 35, 1000 Bruxelles – contact@apd-gba.be).

7.4. We will retain the Personal Data as long as necessary to achieve the purposes for which they were collected, or longer if required by law (e.g. tax or accounting obligations) or by the given circumstances (e.g. if we are involved in a dispute).

7.5. The Culinary Business undertakes to process all Personal Data it receives from DinnerGift (regardless whether the Data subject is an employee of DinnerGift, a User or any other third party) in accordance with the applicable legislation, including GDPR.

8. Term and termination

8.1. The agreement between Parties, governed by the Terms, is concluded for an indefinite period of time and may be terminated by either Party with a one-month prior notice.

8.2. Without prejudice to DinnerGift's legal termination rights and without prejudice to DinnerGift's rights to claim damages, DinnerGift shall have the right to terminate the agreement immediately, without prior notice and without intervention of a judge, by means of a registered letter in the following circumstances:

- when it appears or suspected that the Culinary Business operates in breach of the Terms, any applicable local, provincial, national, European and/or internal legislation or any common standards with regard to food safety and hygiene;
- in the event the Culinary Business is declared bankrupt, is involved in dissolution, applies for cessation of payment or loses control over its assets or parts thereof (by seizure, by being put under legal restraints or otherwise) or applies for a judicial settlement or if any other collective measure intended to protect the Culinary Business from its creditors is applied for or taken;

- in the event of deception, fraud, forgery, scam or any other malicious practices or any suspicions thereto.

DinnerGift reserves the right to remove the Culinary Business page on the Platform without prior warning at the same time or after giving notice of the termination of the agreement.

8.3. Article 4.4. shall survive the termination of this agreement.

9. Dispute resolution and applicable law

9.1. When having a question or complaint regarding the (use or functioning of the) Platform, the purchase or provision of the Gift Voucher, the Culinary Business can contact DinnerGift via hello@dinnergift.be.

9.2. These Terms and Conditions and any dispute or claim that may arise from it are governed by Belgian law, excluding the rules of conflict of law. The Vienna Convention on Contracts for International Sales of Goods (CISG) shall not apply.

9.3. Any dispute regarding the interpretation and/or performance of the Terms that could not be solved in an amicable way, shall be brought before the competent courts in Antwerp.

10. Miscellaneous

10.1. Parties can only deviate from the provisions in the Terms by means of a written agreement, signed by both Parties.

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

10.3. Failure to exercise any right resulting from the provisions of the Terms shall not be considered as a waiver of rights in any way, and is without prejudice to the Parties' right to exercise their rights under the Terms at any subsequent time.

10.4. If any part of the Terms is held to be null or invalid, such determination shall not impact any other provision of the Terms and the latter shall continue to be in full force, except for the provision held invalid. To the extent allowed by law, the Parties shall immediately replace the provision with a provision which effect should be as close as possible to the intentions of the Parties and in line with the other provisions of the Terms.

10.5. The transactions, electronic communications, operations on the network, connections and any other electronic actions will be proven by .log files, e-mails and transaction files that could be saved by DinnerGift on electronic media. You accept the evidentiary value of these files. This is without prejudice to the Parties' right to use other elements of proof.

10.6. DinnerGift reserves the right to change, amend, alter or (partially) replace the Terms. An announcement of such changes will be posted on the Platform. If such changes are of significant nature, DinnerGift shall inform the Users by email. You shall only be bound by the Terms and Conditions that applied when purchasing a Gift Voucher or the Platform Acceptable Use Policy, Cookie Policy and Privacy Policy at the moment you made use of the Platform.

These Terms and Conditions were last reviewed on 31 March 2022.