



GMOPLUS GMBH – RESTAURANT PARTNER AGREEMENT

Effective Date: 2025

Parties:

1. **GMOPLUS GmbH**
Address: Maria-Luiko-Str. 12, 80636 Munich, Germany
Trade Register No.: 127-127-50004
Phone: +49 898 9679688
E-mail: info@gmoplus.com
(Hereinafter referred to as “**GMOPLUS**”)
2. **Restaurant / Business Partner:**
Name / Company:
Address:
VAT / Tax Number:
E-mail / Phone:
(Hereinafter referred to as “**Partner**”)

GMOPLUS and the Partner are collectively referred to as the “**Parties**”.

ARTICLE 1 – PURPOSE OF THE AGREEMENT

This Agreement defines the terms and conditions under which the Partner offers its products and services to customers via the www.gmoplus.com platform, receives online orders, manages reservations, and benefits from the technical, operational, and payment infrastructure provided by GMOPLUS.

ARTICLE 2 – GMOPLUS OBLIGATIONS

1. GMOPLUS provides the Partner with a dedicated online store/profile page on the platform.
 2. GMOPLUS manages all systems for online ordering, payments, invoicing, delivery coordination, and customer service.
 3. GMOPLUS collects payments on behalf of the Partner and transfers the remaining balance after deducting service fees.
 4. GMOPLUS ensures the platform operates securely, continuously, and in compliance with applicable laws.
 5. GMOPLUS manages all customer support and live assistance services.
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ARTICLE 3 – PARTNER OBLIGATIONS

1. The Partner must keep all menu, pricing, product details, opening hours, and promotional information accurate and up to date.
2. The Partner must prepare orders promptly and ensure they are complete and correctly packaged.
3. The Partner must comply with all hygiene, safety, and food regulations.

4. The Partner agrees to maintain a respectful and professional attitude toward customers.
 5. The Partner may not use third-party payment or delivery systems without GMOPLUS's written consent.
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ARTICLE 4 – COMMISSION AND SERVICE FEES

1. GMOPLUS charges a **commission or service fee** on each order or reservation.
 2. The exact commission rate or amount shall be determined in a separate annex (**currently left blank**).
 3. GMOPLUS deducts the service fee from each transaction before transferring payments to the Partner.
 4. Transfers are made weekly or monthly according to the agreed billing cycle.
 5. All fees are subject to applicable **VAT**.
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ARTICLE 5 – PAYMENTS AND INVOICING

1. Payments are processed through secure payment systems such as **Stripe, PayPal**, or other GMOPLUS-approved providers.
 2. All customer payments are deposited directly into the **GMOPLUS GmbH** business account.
 3. GMOPLUS issues and delivers **electronic invoices (e-invoices)** on behalf of the Partner.
 4. Transaction summaries and settlement reports are sent to the Partner electronically.
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ARTICLE 6 – DELIVERY AND COURIER SERVICES

1. Deliveries are carried out exclusively by **GMOPLUS courier services**.
 2. Courier costs are initially paid by GMOPLUS and later reflected in the Partner's invoice.
 3. The Partner is responsible solely for the preparation and handover of the order to the courier.
 4. The standard delivery time is **approximately 45 minutes**, unless otherwise agreed.
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ARTICLE 7 – CANCELLATIONS, REFUNDS, AND COMPLAINTS

1. Cancellations and refund requests are processed exclusively by GMOPLUS Customer Support.
 2. Prepared or delivered food items cannot be refunded for hygiene and safety reasons.
 3. In cases of justified customer complaints, GMOPLUS reserves the right to issue a refund or credit.
 4. The Partner agrees to cooperate with GMOPLUS in resolving customer issues.
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ARTICLE 8 – BRAND AND LOGO USAGE

1. The Partner is granted the right to use the **GMOPLUS brand, logo, and trademarks** during the term of this Agreement.
 2. This usage right is non-transferable and non-exclusive.
 3. The Partner shall not engage in any activity that could harm the reputation or brand image of GMOPLUS.
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ARTICLE 9 – DATA PROTECTION AND GDPR COMPLIANCE

1. Customer data is collected and processed exclusively by GMOPLUS.
 2. The Partner may only access such data to fulfill specific orders or reservations.
 3. The Partner may not copy, store, sell, or share this data independently.
 4. GMOPLUS processes all personal data in accordance with the **General Data Protection Regulation (GDPR – EU 2016/679)**.
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ARTICLE 10 – TERM AND TERMINATION

1. This Agreement enters into effect upon electronic approval or signature and remains valid for an indefinite period.
 2. Either Party may terminate the Agreement with **30 days’ written notice**.
 3. GMOPLUS reserves the right to **immediately terminate** this Agreement in case of a breach of contract, misconduct, or legal noncompliance.
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ARTICLE 11 – GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with **German law**.
 2. Any disputes arising from this Agreement shall be submitted to the **Courts of Munich, Germany**.
 3. For Partners based in other EU countries, the relevant **EU consumer and commercial regulations** shall apply.
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ARTICLE 12 – ENTRY INTO FORCE

By signing or electronically accepting this Agreement, both Parties declare that they have read, understood, and agreed to all of its terms and conditions.

This Agreement shall take effect upon **digital confirmation or signature** by both Parties.

SIGNATURES OF THE PARTIES

GMOPLUS GmbH

Authorized Representative:

Signature:

Date:

PARTNER (RESTAURANT / COMPANY)

Authorized Representative:

Signature:

Date:
