



## GMOPLUS – TERMS OF USE AND MEMBERSHIP AGREEMENT

**Effective Date:** 2025

**Entity Responsible:** GMOPLUS GmbH

**Address:** Maria-Luiko-Str. 12, 80636 Munich, Germany

**Trade Register No.:** 127-127-50004

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### 1. DEFINITIONS

For the purpose of this Agreement:

- **GMOPLUS** – refers to GMOPLUS GmbH, the operator of the online platform [www.gmoplus.com](http://www.gmoplus.com), including all sub-domains and mobile applications.
  - **User** – any natural person who registers or navigates on the platform, with or without a member account.
  - **Restaurant Partner** – businesses providing food or related services via GMOPLUS.
  - **Courier** – a delivery person contracted or assigned by GMOPLUS.
  - **Reservation Service** – system allowing users to book tables, hotels, or events.
  - **Real-Time Live Service** – interactive services provided by GMOPLUS, such as live chat, live orders, or instant support.
  - **Service Fee / Commission** – variable fee charged by GMOPLUS for use of the platform.
  - **Membership Account** – a personal account created on the platform.
  - **GDPR** – the General Data Protection Regulation (EU 2016/679).
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### 2. PURPOSE

These Terms govern the use of the GMOPLUS platform and define the rights and obligations of users regarding the services offered: **Food Ordering, Reservations, and Real-Time Live Services.**

By accessing or using the platform, the user acknowledges having read and accepted all provisions herein.

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### 3. RESPONSIBLE ENTITY

All European services are operated by **GMOPLUS GmbH**, Munich, Germany.

For Turkey, the services are provided by **GMOPLUS Teknoloji A.Ş.**, Ankara, Turkey.

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### 4. REGISTRATION AND ACCOUNT

- Registration is free of charge.
- Users under 18 years may use the platform only with parental or guardian consent.

- All information provided must be accurate and up to date.
  - GMOPLUS reserves the right to suspend or terminate accounts in case of false or misleading information.
  - The user is solely responsible for safeguarding login credentials.
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## 5. USER TYPES AND ACCESS RIGHTS

The platform supports multiple account types:

Administrator / Restaurant Owner / Branch Manager / Courier / Kitchen Staff / Customer / Guest / Support Staff / Marketing / Finance.

Each type has access rights as defined by GMOPLUS.

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## 6. USE OF SERVICES

Through GMOPLUS, users may:

- Place food orders from partner restaurants;
- Make reservations;
- Access live chat or real-time support services.

GMOPLUS may temporarily interrupt services for maintenance or improvement.

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## 7. ORDERS, RESERVATIONS AND LIVE SERVICES

- Orders and reservations become valid once confirmed electronically.
  - Cancellations follow the applicable Cancellation & Refund Policy.
  - Live communications may be recorded and stored for **90 days** for quality and safety purposes.
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## 8. PAYMENT, COMMISSION AND INVOICING

- All payments are securely processed via **Stripe** or **PayPal** to GMOPLUS.
  - GMOPLUS distributes due amounts to partners.
  - Commission rates are variable and defined by GMOPLUS.
  - All invoices are issued exclusively by **GMOPLUS GmbH**.
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## 9. DELIVERY

- The standard delivery time target is **approximately 45 minutes**.
  - Delivery is organized by GMOPLUS.
  - Restaurants are responsible only for proper preparation of the order.
  - In cases of delay or incorrect delivery, GMOPLUS handles refunds or compensations.
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## 10. CANCELLATION AND REFUND

- Perishable goods are exempt from the right of withdrawal under Article 16(d) of the EU Consumer Rights Directive.
  - Users may cancel an order within 15 minutes after confirmation.
  - Refunds are processed within 3 to 10 business days via the original payment method.
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## 11. USER REVIEWS AND CONTENT

- Users are solely responsible for all content they publish (reviews, comments, photos).
  - Offensive, defamatory, or misleading content will be removed.
  - GMOPLUS reserves the right to moderate or delete any inappropriate material.
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## 12. DATA PROTECTION

- GMOPLUS processes personal data strictly in accordance with the **GDPR**.
  - Data are shared with third parties only upon explicit consent.
  - Full privacy information is available at [www.gmoplus.com/privacy](http://www.gmoplus.com/privacy).
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## 13. INTELLECTUAL PROPERTY

- All trademarks, logos, designs, and platform content are the property of GMOPLUS.
  - Any unauthorized reproduction or use is prohibited.
  - By uploading content, the user grants GMOPLUS a non-exclusive, limited license to display it.
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## 14. BRAND AND LOGO USAGE

- Partners are automatically authorized to use the GMOPLUS logo in relation to their listings on the platform.
  - Any external or misleading use of the logo is strictly prohibited.
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## 15. LIMITATION OF LIABILITY

- GMOPLUS shall not be liable for interruptions, Internet failures, or external service issues.
  - The service is provided “as is”, without any warranty of uninterrupted availability.
  - Statutory liability for intent or gross negligence remains unaffected.
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## 16. TERMINATION

- Users may delete their accounts at any time.
  - GMOPLUS may suspend or terminate accounts for breaches of these Terms.
  - Outstanding obligations remain valid after termination.
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## 17. GOVERNING LAW AND JURISDICTION

- These Terms are governed by **German Law**, excluding the UN CISG.
  - Jurisdiction lies with the **courts of Munich (Germany)**.
  - Mandatory consumer-protection laws of the user's country of residence apply accordingly.
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## 18. EFFECTIVENESS AND ACCEPTANCE

By registering or using GMOPLUS services, the user confirms having read, understood, and accepted all provisions of this Agreement.

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### **GMOPLUS GmbH**

Maria-Luiko-Str. 12, 80636 Munich, Germany

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