



## GMOPLUS GMBH – CUSTOMER AGREEMENT

**Effective Date:** 2025

**Data Controller:** GMOPLUS GmbH

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

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

**Phone:** +49 898 9679688

**Email:** [info@gmoplus.com](mailto:info@gmoplus.com)

**Website:** [www.gmoplus.com](http://www.gmoplus.com)

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### ARTICLE 1 – PARTIES

This **Customer Agreement** (“**Agreement**”) is concluded between:

**GMOPLUS GmbH** (“**GMOPLUS**”) as the service provider, and  
the individual using the platform or services (“**Customer**”).

By registering, placing an order, or using the GMOPLUS platform, the Customer acknowledges having read, understood, and accepted the terms of this Agreement.

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### ARTICLE 2 – PURPOSE

The purpose of this Agreement is to define the rights, obligations, and responsibilities of GMOPLUS and the Customer regarding the use of [www.gmoplus.com](http://www.gmoplus.com) and its subdomains for:

- Online food and product orders,
  - Table and event reservations,
  - Real-time digital and live support services.
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### ARTICLE 3 – DEFINITIONS

- **Platform:** All websites, mobile applications, and digital services operated by GMOPLUS.
  - **Customer:** Any natural person who registers on or uses the platform.
  - **Partner:** Any restaurant, business, or service provider contracted with GMOPLUS.
  - **Courier:** Delivery personnel assigned to handle orders.
  - **Reservation:** A booking made through the platform for a table, service, or event.
  - **Live Support:** Real-time assistance provided by the GMOPLUS support team.
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### ARTICLE 4 – SCOPE OF SERVICES

1. GMOPLUS provides an online infrastructure that allows customers to place orders, make reservations, and use live support services.

2. Payments, invoicing, and refunds are managed directly by GMOPLUS.
  3. GMOPLUS acts as an intermediary between the Customer and Partner Businesses but is not liable for the quality, content, or performance of Partner services.
  4. Customer support and refund processes are fully managed by GMOPLUS.
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#### ARTICLE 5 – REGISTRATION AND ACCOUNT USE

1. The Customer must provide accurate, complete, and current information during registration.
  2. Platform usage is limited to individuals aged **18 years or older**.
  3. The user account is personal and may not be shared with others.
  4. The Customer is solely responsible for maintaining the confidentiality of login credentials.
  5. GMOPLUS reserves the right to suspend or terminate accounts that violate this Agreement or applicable law.
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#### ARTICLE 6 – PAYMENT AND INVOICING

1. Payments are processed through secure payment providers such as **Stripe, PayPal**, or other systems approved by GMOPLUS.
  2. All funds are collected directly by **GMOPLUS GmbH**.
  3. GMOPLUS issues electronic invoices (e-invoice) and sends them to the Customer via email.
  4. Refunds for cancellations are made directly by GMOPLUS through the same payment method used.
  5. Service fees and commissions are included in the total displayed price.
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#### ARTICLE 7 – ORDERS, DELIVERY, AND CANCELLATION

1. Orders may be cancelled as long as they have not entered the preparation stage.
  2. Once preparation has started or the order is in delivery, cancellation is no longer possible.
  3. Due to hygiene regulations, refunds are not available for prepared or delivered food items.
  4. Reservation cancellations are subject to each Partner's policy.
  5. GMOPLUS handles all refund, cancellation, and support operations directly.
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#### ARTICLE 8 – CUSTOMER RIGHTS AND OBLIGATIONS

The Customer agrees to:

1. Use the platform solely for lawful and personal purposes,
  2. Refrain from posting offensive, misleading, or unlawful content,
  3. Avoid exploiting technical vulnerabilities or manipulating the system,
  4. Leave honest and respectful reviews,
  5. Verify their identity when requested by the support team.
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## ARTICLE 9 – GMOPLUS RIGHTS AND OBLIGATIONS

1. GMOPLUS ensures the secure and continuous operation of the platform.
  2. Personal data is processed in full compliance with the **General Data Protection Regulation (GDPR)**.
  3. Maintenance and updates may be performed without prior notice.
  4. GMOPLUS is not liable for interruptions caused by third-party service providers (payment gateways, ISPs, etc.).
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## ARTICLE 10 – INTELLECTUAL PROPERTY

1. All trademarks, logos, software, graphics, and text on the platform are the exclusive property of GMOPLUS.
  2. Unauthorized reproduction, distribution, or commercial use is strictly prohibited.
  3. GMOPLUS reserves the right to pursue legal action for any intellectual property violations.
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## ARTICLE 11 – DISCLAIMER AND FORCE MAJEURE

1. GMOPLUS shall not be held liable for force majeure events (natural disasters, network failures, strikes, or technical outages).
  2. GMOPLUS is not responsible for damages arising from Customer negligence or incorrect information.
  3. Liability for any damages is limited to the value of the order or reservation concerned.
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## ARTICLE 12 – TERM AND TERMINATION

1. This Agreement takes effect upon account creation or service use by the Customer.
  2. The Customer may terminate their account at any time.
  3. GMOPLUS may suspend or terminate this Agreement without notice if the Customer violates its terms.
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## ARTICLE 13 – GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with **German law**.
  2. Any disputes shall be submitted to the exclusive jurisdiction of the **Courts of Munich, Germany**.
  3. For EU-based users, applicable EU consumer protection laws shall also apply.
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## ARTICLE 14 – ACCEPTANCE AND ENTRY INTO FORCE

By registering on [www.gmoplus.com](http://www.gmoplus.com), placing an order, or making a reservation, the Customer acknowledges having read, understood, and agreed to the terms of this Agreement.  
This Agreement becomes effective upon **electronic acceptance**.

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🔑 **Data Controller:**

**GMOPLUS GmbH**

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