



## Terms Of Use OrderMe

### TERMS OF USE

Effective on September 26, 2019.

By accessing or using the OrderMe website, the OrderMe service, or any applications (including mobile applications) made available by OrderMe (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned or controlled by OrderMe B.V. ("OrderMe"). These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the Service.

There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.

### BASIC TERMS

1. You must be at least 18 years old to use the Service.
2. You are fully responsible for complying with any legal age requirements to ordering (alcoholic) drinks, food or any other products via the Service. You agree to cooperate to a verification of age when deemed necessary.
3. You may only submit orders or requests on behalf of yourself and/or the people at your own table or place.
4. You hereby declare to take full responsibility for any orders and/or request you submit via the Service.
5. You hereby agree to use the Service at your own risk.
6. You understand and agree that OrderMe cannot and will not be responsible for any information about the products and/or services offered by the Service, this includes information about ingredients, allergens, nutritional information and any other information provided by the Service. You hereby agree that all information provided by the Service may contain mistakes and/or may be incomplete, and you take full responsibility to verify all the information before using the Service and/or placing an order.
7. Submitting an order via the Service binds you to a payment obligation to the business where you have submitted the order. You may not leave the business until you have fulfilled all your payment obligations.
8. You may not submit fraudulent or phony orders or requests or perform any illegal activity via the Service.
9. All orders or requests submitted via the Service must be considered as not final and have to be checked for authenticity before preparation or handling to prevent fraud or mistakes.
10. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive text, photos or any other content via the Service.
11. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, OrderMe prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or

provided to OrderMe upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

12. You agree that you will not solicit, collect or use the login credentials of other OrderMe users.

13. You are responsible for keeping your password secret and secure.

14. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

15. You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.

16. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.

17. You must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or OrderMe.

18. You must not use domain names or web URLs in your business name or username without prior written consent from OrderMe.

19. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any OrderMe page is rendered or displayed in a user's browser or device.

20. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

21. You must not attempt to restrict another user from using the Service and you must not encourage or facilitate violations of these Terms of Use or any other OrderMe terms.

22. You understand and agree that OrderMe cannot and will not be responsible for any content, information, prices, images, products and/or services, including any information and possible mistakes in the information, provided by the Service and you use the Service at your own risk.

23. Violation of these Terms of Use may, in OrderMe's sole discretion, result in termination of your OrderMe account. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for OrderMe, we can stop providing all or part of the Service to you.

## GENERAL CONDITIONS

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can deactivate your OrderMe account by logging into the Service and disabling all "tables" or "places" and removing all staff accounts. If you want to remove your account completely you can contact us by e-mail or the provided contact form on [www.orderme.nl](http://www.orderme.nl) If we terminate your access to the Service or you request removal of your account, all your data will no longer be accessible through your account.

2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

3. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.
4. We reserve the right to refuse access to the Service to anyone for any reason at any time.
5. We reserve the right to force forfeiture of any username for any reason.
6. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use.
7. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that OrderMe is not responsible or liable for the conduct of any user.
8. There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables you to share Content from the Service or your Content with a third party, which may be publicly posted on that third party's service or application. Using this functionality typically requires you to login to your account on the third-party service and you do so at your own risk. OrderMe does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that OrderMe is in no way responsible or liable for any such third-party services or features. Your correspondence and business dealings with third parties found through the service are solely between you and the third party. You agree that you are responsible for all data charges you incur through use of the Service.
9. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, business or user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with OrderMe's express consent).

## RIGHTS

1. OrderMe does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to OrderMe a worldwide, irrevocable, perpetual, non-exclusive, transferable, fully paid, royalty-free license, with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit the Content that you post on or through the Service.
2. Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that OrderMe may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

3. You acknowledge that we may not always identify paid services, sponsored content or commercial communications as such.
4. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.
5. The Service contains content owned or licensed by OrderMe ("OrderMe Content"). OrderMe Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and OrderMe, OrderMe owns and retains all rights in the OrderMe Content and the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the OrderMe Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the OrderMe Content.
6. The OrderMe name and logo are trademarks of OrderMe, and may not be copied, imitated or used, in whole or in part, without the prior written permission of OrderMe, except in accordance with our brand guidelines, available at our website [www.orderme.nl](http://www.orderme.nl). In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of OrderMe, and may not be copied, imitated or used, in whole or in part, without prior written permission from OrderMe.
7. Although it is OrderMe's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
8. OrderMe reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by OrderMe, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, OrderMe encourages you to maintain your own backup of your Content. In other words, OrderMe is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. OrderMe will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
9. You agree that OrderMe is not responsible for, and does not endorse, Content posted within the Service. OrderMe does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for that Content.
10. Except as otherwise described in the Service's Privacy Policy, available at <https://orderme.nl/privacy>, as between you and OrderMe, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with OrderMe is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place OrderMe in a position that is any different from the position held by members of the general public, including with regard to your

Content. None of your Content will be subject to any obligation of confidence on the part of OrderMe, and OrderMe will not be liable for any use or disclosure of any Content you provide.

11. It is OrderMe's policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, OrderMe does not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that OrderMe is free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

## APPLICATION LICENSE

Subject to your compliance with these Terms of Use, OrderMe grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service.

## ACCESSING AND DOWNLOADING OUR APPLICATIONS FROM THE APPLE APP STORE

With respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. OrderMe reserves all rights in and to the Application not expressly granted to you under these Terms of Use. The following applies to any App Store Sourced Application:

1. You acknowledge and agree that (i) these Terms of Use is concluded between you and OrderMe only, and not Apple, and (ii) OrderMe, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
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Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between OrderMe and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of OrderMe.

4. You and OrderMe acknowledge that, as between OrderMe and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

5. You and OrderMe acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between OrderMe and Apple, OrderMe, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.

6. You and OrderMe acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

7. Without limiting any other terms of these Terms of Use, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

## PAYMENT TERMS

Any fees that OrderMe may charge you for the Service, have to be paid within 14 days after the invoice date and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Service either planned, accidental or intentional, or any reason whatsoever.

OrderMe can, at its sole discretion, make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. OrderMe may change the fees for our Service, as we deem necessary for our business.

## DISCLAIMER OF WARRANTIES

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THE ORDERME PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE ORDERME PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE ORDERME PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE ORDERME PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES.

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THE ORDERME PARTIES DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

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PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF ORDERME'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE ORDERME PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE ORDERME PARTIES.

ORDERME IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

#### INDEMNIFICATION

You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at OrderMe's request), indemnify and hold the OrderMe Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by OrderMe in the defense of any claim. OrderMe reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of OrderMe. You agree that any claim you may have arising out of or related to your relationship with OrderMe must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

#### GOVERNING LAW & VENUE

These Terms of Use are governed by and construed in accordance with the laws of the Netherlands. For any action at law, you agree to resolve any dispute you have with OrderMe exclusively at the competent court in Amsterdam, The Netherlands.

#### ENTIRE AGREEMENT

If you are using the Service on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and OrderMe and governs your use of the Service, superseding any prior agreements between you and OrderMe. You will not assign the Terms of Use or assign any rights



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