

General Terms and Conditions of Service Use

Last modified: November 5, 2024

1 Parties and Subject Matter

These general terms and conditions of service use (hereinafter referred to as "GTC") are entered into between, on the one hand, Vercruyssen Bv, with a capital of NaN euros, registered with the RCS of Gent under number NaN (Siret number undefined), having its registered office at Warmoezeniersweg 20, VAT number: BE0568512446 (hereinafter referred to as the "**Restaurant**") and, on the other hand, the natural person wishing to use the Services offered by the Restaurant (hereinafter referred to as "**You**" or the "**User**"), hereinafter collectively referred to as the "**Parties**."

The services that may be offered to You by the Restaurant under these GTC are those described in the article " Characteristics of the Services " of these GTC, namely:

- online booking and/or order taking in " *click and collect* " (i.e., order to be picked up from the Restaurant); and/or
- menu consultation and payment at the table; and/or
- the formulation of online reviews.

hereinafter collectively referred to as the " **Services** " (depending on the Services actually offered and chosen by the Restaurant and the settings it may make).

These GTC define the conditions of use of these Services, as well as the rights and obligations of the Restaurant and the User.

2 Acceptance and Enforceability of the GTC

The benefit of the Services requires your consultation, your understanding and your acceptance of these GTC. You declare and acknowledge (i) being of legal age or an emancipated minor and having the full legal capacity Allowing you to commit yourself under these GTC, and guarantee the Restaurant

and (ii) having read the nature, destination and characteristics of the Services, as well as the prerequisites necessary for their use. You are solely responsible for choosing to use the Services.

Such acceptance of the GTC constitutes acceptance and enforceability to you of said GTC.

3 Characteristics of the Services

As a preliminary matter, it is specified that the use of the Services requires an internet connection, the costs of such a connection remaining your sole responsibility.

The Services are provided by the Restaurant through a software solution designed and developed by the company Zenchef SAS.

As the Services are of immediate execution, the date of provision of the Service is the date on which You use them.

3.1 you book online or order in " *click and collect* " (cf. order with pickup from the Restaurant)

The stipulations provided below apply to You only if You proceed to the online booking in the Restaurant or if You place an order in " *click and collect* " via the online booking module and order in " click and collect " provided for this purpose (hereinafter the " Booking Module ").

3.1.1 ACCESS TO THE BOOKING MODULE

Booking or ordering in " *click and collect* " from the Restaurant can be done via different channels:

- Via the Booking Module integrated directly on or made accessible from the website of the Restaurant or partners;
- Via the booking services offered by third-party companies that interact and/or are interconnected with the Booking Module;
- Via the Zenchef mobile application referring to the Booking Module (it being specified that, in this case, You must connect to your user account on said application beforehand).

3.1.2 BOOKING AT THE RESTAURANT VIA THE BOOKING MODULE

3.1.2.1 BOOKING MODALITIES

Once on the Booking Module, You can choose the number of place settings, as well as the date and time of booking desired (for the dates and times at which the Restaurant is open only). You can also choose the room in which You wish to be seated if the Restaurant activates this feature.

It is specified that the features associated with booking requests through the Booking Module depend on the settings of the Booking Module booking made by the Restaurant.

You will then be asked to provide the following information:

- Civility
- First name
- Last name
- Phone
- Email
- Comments (optional);

or other information that the Restaurant may ask you for. In this regard, the Restaurant is free to configure the Booking Module by adding data collection fields and/or by activating or not certain features.

3.1.2.2 PREPAYMENT OR CREDIT CARD GUARANTEE

In order to validate your booking request and to avoid late cancellations or failure of presentation on the date and time scheduled for the booking, the Restaurant may ask You:

- to provide your bank details for the purpose of taking your credit card guarantee; no amount will be debited at the time of your booking request but the amount that has previously been determined by the Restaurant will be if You or all or part of your guests do not show up on the date and time You booked or if you cancel your booking late, according to the indications that will be specified on the Booking Module if applicable (hereinafter the "Credit card guarantee") ;
or
- to pay in advance, at the time of your booking request, as a deposit, an amount per participant, according to the indications that will be specified on the Booking Module if applicable (hereinafter the "Prepayment").

In these cases, You will be informed on the Booking Module:

- of the amount, object of the Prepayment or the Credit card guarantee (it being specified that this amount is determined by the Restaurant and indicated in euros, all taxes included and service included);
- of the authorized means of payment (it being specified that it is Your responsibility to provide valid bank details on the date requested for the booking);
- of the period within which You can freely cancel and without charge if applicable your booking request and the period beyond which the cancellation will be considered late (cf. no refund of the Prepayment or definitive debit of the agreed amount by means of your Credit card guarantee).

The Restaurant may ask You for a Prepayment or a Credit card guarantee after your booking via the Booking Module (in the event that such a request has not been made at the time of booking) or when the Restaurant enters your booking request in its back-office attached to the Booking Module (for example, when You make a booking by phone with the Restaurant).

In these cases, a message (email or sms) will be sent to You to inform you:

- of the amount, object of the Prepayment or of the Credit card guarantee;
- of the authorized means of payment;
- of the period within which You can cancel freely and/or the period beyond which the cancellation will be considered late (cf. no refund of the Prepayment or debit of the agreed amount by means of your Credit card guarantee).

In addition, in case of an increase in the number of place settings requested during the booking, an additional authorization for your Credit card guarantee or an additional amount as Prepayment may be requested from You, according to the process described above.

In all cases, the Prepayment or the Credit card guarantee are carried out via the secure payment system used by the Restaurant (Adyen or Stripe in particular).

You consent to the collection and use of your Credit card guarantee by the Restaurant or to the realization of this Prepayment by the communication of the information appearing on your credit card. The Credit card guarantee process depends on the operating mode of your bank.

The booking request is considered final only after acceptance of the Prepayment or the Credit card guarantee by the Restaurant.

In case of late cancellation or failure to show up on the date and time scheduled for the booking (depending on the settings made by the Restaurant and the indications that will be provided to You during your booking request), the Prepayment will remain acquired by the Restaurant or the amount defined for the Credit card guarantee will be effectively debited.

If you reduce the number of place settings requested during booking, You are informed that the surplus paid as Prepayment will be refunded to you or that the authorization for your Credit card guarantee will be reduced pro rata.

If You honor your booking, and at the end of your meal:

- the amount paid as Prepayment remains acquired by the Restaurant and you will only have to pay on the spot at the Restaurant the balance due for your bill if applicable (in case of consumption exceeding the amount agreed as Prepayment);
- your Credit card guarantee will not be kept and You will have to pay on the spot your total bill at the Restaurant.

On the other hand, if the amount paid as Prepayment is higher than your bill (for example, if the number of guests actually present is lower than that indicated during booking), no refund will be made.

In any case, in case of expiration, loss, theft, lack of funds on the means of payment that You have provided for the Prepayment or for the Credit card guarantee or technical difficulty affecting the proper functioning of the Service and preventing the collection of funds or the taking of a credit card guarantee, You agree to pay the amounts due for your booking to the Restaurant, by any means made available to you by the Restaurant, and according to the modalities that will be indicated to You by the Restaurant.

3.1.2.3 FINALIZING THE BOOKING

When a Prepayment or a Credit card guarantee is requested and once You have entered / selected the information required to proceed with a booking request:

- You will have access to a summary screen of your booking request, allowing You to visualize your request and its price and to correct any errors before validating it;

- You will be asked to accept these GTC and to click on the validation button;
- then, the payment module with the entry form will be displayed, allowing You to enter your payment data and You must click on the validation button to finalize your booking request;
 - at the end of these steps, a summary page of your booking request will be displayed.

If no Prepayment or Credit card guarantee is requested, and once You have entered / selected the information required to proceed with a booking request, You must accept these GTC and click on the validation button to finalize your booking request.

In any case, if the Restaurant has activated the booking validation feature, the booking request will only be confirmed after its acceptance by the Restaurant. For example, your booking request may be refused if the Restaurant does not have the capacity in terms of space to accommodate You on the desired date and time.

In case of refusal by the Restaurant of the booking request, no Prepayment will be made and the Credit card guarantee will be deleted (when such Prepayment or such Credit card guarantee is requested).

Several emails or sms may be sent to You following your booking request via the Booking Module, depending on the choices You have expressed if applicable and the settings made by the Restaurant: email or sms acknowledging receipt of the booking request, email or sms confirming the booking, email or sms asking to reconfirm the booking and email or sms aimed at collecting your opinion following the booking (regarding these requests for opinions, You are invited to refer to the article " If you formulate an online review " below).

3.1.3 ORDERING IN " *CLICK AND COLLECT* " VIA THE BOOKING MODULE

The Restaurant may offer to place an order in " *click and collect* ".

Once on the Booking Module, You can choose the dishes and items that You wish to order within the menu offered by the Restaurant, as well as the desired date and time of collection of the order from the Restaurant. You are informed that the prices applied to the dishes and items offered are determined on the basis of the prices indicated by the Restaurant, it being specified that these prices are indicated in euros, all taxes included and service included.

The order requests in " *click and collect* " may only concern dates and times at which the Restaurant is open. The features and the slots associated with " *click and collect* " via the Booking Module depend on

the settings of the Booking Module made by the Restaurant.

You will then be asked to provide the following information:

- Civility
- First name
- Last name
- Phone
- Email
- Comments (optional);

or other information that the Restaurant may ask you for. In this regard, the Restaurant is free to configure the Booking Module by adding data collection fields and/or by activating or not certain features. In particular, the Restaurant can determine the terms of confirmation of the order or decide if the order must be paid online when placing the order via the Booking Module or on site when collecting the order.

As mentioned above, if the Restaurant has activated the order validation feature, the order will only be confirmed after its acceptance by the Restaurant. For example, your order may be refused if the Restaurant does not have the capacity to prepare your order. In case of refusal of the order by the Restaurant, the payment that You would have made via the Booking Module if applicable will be refunded to You.

As mentioned above, the price is due to the Restaurant (i) at the time of the final validation of the order via the Booking Module, during the completion of the dedicated payment module, it being specified that in this case the authorized means of payment will be indicated to You on this module and that You are debited immediately on the bank account attached to the means of payment used in said module or (ii) on site, directly at the Restaurant, depending on the means of payment accepted by the latter.

In any case, when a payment for your order is requested from You on the Booking Module, and once You have entered / selected the information required to proceed with an order request:

- You will have access to a summary screen of your order request, allowing You to visualize your request and its price and to correct any errors before validating it;
- You will be asked to accept these GTC and to click on the validation button;
- then, the payment module with the entry form will be displayed, allowing You to enter your payment data and You must click on the validation button to finalize your order request;
 - at the end of these steps, a summary page of your order request will be displayed.

If no payment is requested on the Booking Module (that is, if You must pay for your order directly on site at the Restaurant, when collecting your order) and once You have entered / selected the information required to proceed with an order request, You must accept these GTC and click on the validation button.

In any case, several emails or sms may be sent to You following your order in " *Click and collect* " via the Booking Module, depending on the choices You have expressed if applicable and the settings made by the Restaurant: email or sms acknowledging receipt of the order, email or sms confirming the order, email or sms asking to reconfirm the order and email or sms aimed at collecting your opinion following the order (regarding these requests for opinions, You are invited(e) to refer to the article " If you formulate an online review " below).

3.1.4 MODIFICATION OF YOUR BOOKING

If the Restaurant has activated this feature of the Booking Module and depending on the settings made by the Restaurant, it may be offered to You to modify your booking online free of charge when this modification occurs before a certain period preceding the date of booking. In this case, a link provided for this purpose will be sent to You in the messages (email or sms) that may be sent to You at the end of your booking request.

However, bookings associated with a Credit card guarantee or a Prepayment cannot be modified online.

In addition, such an online modification process does not exist for orders in " *Click and collect* " made with the Restaurant.

3.1.5 CANCELLATION OF YOUR BOOKING OR YOUR ORDER

If the Restaurant has activated this feature of the Booking Module and depending on the settings made by the Restaurant, it may be offered to You to cancel your booking or your order online free of charge when this cancellation occurs before a certain period preceding the date of booking or order. In this case, a link provided for this purpose will be sent to You in the messages (email or sms) that may be sent to You at the end of your booking or order request.

In this case, if you have made a Prepayment, it will in principle be refunded to you and if your Credit card guarantee had been requested, it will be deleted and no charge will be made by the Restaurant. In

this situation, the terms of application of this cancellation option will then be clearly indicated to You on the Booking Module and/or in the messages (ex: email or sms) acknowledging receipt of your booking request or of your order.

3.2 If you proceed to the consultation of the menu or to the payment at the table

The Restaurant may offer (depending on the settings and the Services actually subscribed by the Restaurant):

- to consult the menu online, on your browser, and/or
- to pay the bill at the table by means of the payment module accessible by scanning the QR code provided for this purpose and positioned on your table (hereinafter the " Payment Module at the table "),

it being specified that You can use this Service in " guest " mode or by Connecting to your Zenchef account that You have previously created. (

The stipulations below are applicable to You only if You proceed to the consultation of the menu or to the payment at the table.

3.2.1 QR CODE SCAN

You can consult the menu of the Restaurant by scanning the QR code provided for this purpose and positioned on Your table by means of your mobile phone (provided that it is a smartphone). In this case, your browser will open and You can consult this menu online.

Once your order is placed with the staff of the Restaurant, it is automatically recorded in the cash register software of the Restaurant which is interconnected with the Payment Module at the table.

It may be offered to You to pay your bill online, via the Module of payment at the table. In this case, by scanning the QR Code accessible on your table by means of your mobile phone (provided that it is a smartphone), your browser opens and You access the bill relating to your order online, containing the details of the consumptions of your table.

You can proceed to the payment of the consumptions in " guest mode " or by Connecting to your Zenchef account. If You do not yet have a Zenchef account, You can create one when paying your bill via the Payment Module at the table.

You are informed that the prices indicated on the menu have been determined by the Restaurant and that those appearing on the bill accessible online by the intermediary of the Service are determined on the basis of the prices indicated by the Restaurant on its menu, depending on the dishes, and more generally the items that You have ordered at your table.

In general, these prices are indicated in euros, all taxes included and service included.

3.2.2 VERIFICATION OF THE CONFORMITY OF THE BILL TO YOUR ORDER

We draw your attention to the fact that errors may occur when entering your order or displaying your bill (in particular due to a technical problem). **You must therefore ensure before any payment that the bill corresponds to your order and, in case of error, notify the Restaurant.**

If the amount of the bill conforms to your consumptions, and according to the choices that You will have expressed concerning its payment (in particular sharing or not its payment), you will have to validate the amount that You wish to pay by clicking on the validation button provided for this purpose.

3.2.3 SHARING THE PAYMENT OF THE BILL

During the payment of the bill by means of the Payment Module, You have the choice among the following options:

- select all the products (dishes, drinks, etc.) or only one of them;
- dividing the bill into several shares;
- dividing the price of a product into several shares;
- manually entering the precise amount that you pay (example: I wish to pay 15 euros on the totality of the bill).

When sharing the bill with other users, these must also scan the QR code of the same table and accept these GTC to pay their share by proceeding to the same operation such as described in the present article relating to the use of the Payment Module at the table. The accumulation of the sums paid by You and the other users must in fine be equal to the sum that had to be paid before having proceeded to the sharing of the payment of the bill in conformity with the present article.

3.2.4 NOTE

A payment confirmation comprising a note will be sent to You by email. You must thus fill in your email address to do this. Failing this, the note will not be able to be communicated to you and you will not be able to finalize the process on the Payment Module at the table.

On this screen, You will also be asked to accept these GTC and to click on the validation button to pass to the following step.

Your attention is drawn to the fact that the note that will be thus addressed to You will comprise the detail of your consumptions only in the hypothesis where You would have selected products (dishes, drinks, etc.) for the payment of the bill.

3.2.5 TIP

You will have the possibility of leaving a " tip " to the Restaurant by selecting an amount proposed by the Restaurant or by entering a free amount, and that you will pay when You proceed to the payment of your bill.

3.2.6 PAYMENT

To proceed to the payment of all or part of the bill and the tip if applicable, according to the choices which You will have expressed in the conditions and according to the above-mentioned modalities, You must enter the data of payment required for this purpose and/or proceed to the actions required for this purpose, according to the means of payment chosen and according to the indications appearing on the payment page, then click on the validation button.

The payment is carried out by the secure payment system used by the Restaurant (Adyen).

It is specified that the means of payment accepted to pay the bill by the intermediary of the Payment Module at the table can be the following ones: American Express card, bank card, Mastercard, Carte Bleue, Google Pay Apple Pay and/or Swile Card, according to the means of payment effectively mentioned on the payment page on the Payment Module at the table.

At the time of the payment operation, You may be asked to confirm your identity or the validity of the use of your payment instrument by means of a process of strong authentication within the meaning of the monetary and financial code.

Moreover, the price due under the bill and the tip if applicable near the Restaurant, according to the choices which You will have expressed in the conditions and according to the above-mentioned modalities, is due by the User at the time of the completion of the Payment Module at the table and of the validation of the payment, this price being (i) debited immediately as from the validation of the payment on the bank account attached to the means of payment used in the aforementioned Payment Module at the table or (ii) deducted immediately as from the validation of the payment of your balance of luncheon vouchers when you use such a means of payment.

In any case, the data that You fill in during the use of the Payment Module at the table commit You. The Restaurant is not responsible under errors that you would have committed concerning the information that you have filled in during the use of the Payment Module at the table.

At the end of these steps, a summary page confirming your payment will be displayed.

3.3 If you formulate an opinion online

This paragraph applies to You if You formulate an opinion online via the collection form provided for this purpose.

At the end of your experiment within the Restaurant (cf. after having consumed products proposed by the Restaurant), You will be able to leave your opinion by means of the collection form provided for this purpose:

- either on the page which is displayed after the payment at the table on the Payment Module at the table,
- either by clicking on the button " Give my opinion " which is addressed to you by email or by sms after your visit to the Restaurant.

The opinion requested relates to the catering service effectively issued by the Restaurant. You can thus give a mark to your experiment and draw up associated comments.

No consideration nor any advantage is granted to You in exchange for the filing of an opinion.

The Restaurant can decide that the opinions and comments which are left to him are published on his Internet site or on other supports of communication (in particular on the sites or mobile applications on which he is referenced).

You commit yourself not to seize opinions or comments susceptible to prejudice the public order, morality or the rights of the third parties, or even to contravene the legal provisions in force. As such, You commit yourself in particular to show vigilance and moderation in the comments that You leave, and in particular You must ensure that your remarks are not defamatory nor degrading or insulting, and more generally to respect the stipulations planned in the present GTC, and in particular in the article " Prohibitions ".

The Restaurant will be able to proceed to a control and to a moderation a posteriori of the comments which are left to him, and remove the comments contrary to the present GTC. He has the possibility of answering your opinion or comment.

Once your opinion or comment left, You do not have functionalities which would allow you to modify it.

If your opinion or comment is not published, it is up to the Restaurant to inform you of the reasons which justify his rejection, being specified that your opinion can in principle be rejected or removed in case reason of a violation of the GTC or of the applicable provisions.

In a general way, the conditions of control, moderation or diffusion of the opinions by the Restaurant on his Internet site or on other supports of communication (in particular on the sites or mobile applications on which he is referenced) relate to the latter.

4 Prohibitions

By using the Services, it is prohibited to You to:

- fill in erroneous information;
- diffuse or seize contents of a nature defamatory, insulting, obscene, offensive, violent or encouraging violence, of a nature racist, xenophobic or in a general way any content which would be contrary to the laws and regulations in force or to the public order;

- proceed to any action having for object or for effect of prejudicing the integrity, with the confidentiality, with the safety, with the availability or with the quality of the Services;
- counterfeit or use the products, logos, brands or any other element protected by rights of intellectual property and which are the property of the Restaurant or the company Zenchef SAS;
- practice the reverse engineering, decompile, disassemble, decipher or try to obtain the source code used to provide all or part of the Services;
- use software or manual or automatic devices, robots or another means to reach, explore, extract or index all or part of the data processed within the framework of the Services;
- carry out any action which would be contrary to the present GTC and, in a general way, any action susceptible to characterize a penal offence or a civil fault.

5 Safety

You declare and recognize to have the technical competence to use the Services.

In this respect, You guarantee that you have the knowledge and the competences necessary for a good use of the Services and the associated functionalities, according to the legal provisions and/or regulations which are applicable to You.

You commit yourself to take the appropriate measures to ensure the safety of your own data and/or software, and in particular to preserve them from the contamination by possible viruses, malevolent codes, harmful agents, or all other harmful technologies or logical infections.

You commit yourself not to commit any act being able to call into question the computer security of the Services or of the computer system of the Restaurant and/or of Zenchef SAS.

Systems of automated data processing are attached to the Services. It is prohibited to You in particular to reach or to maintain you, fraudulently, in all or part of these systems of automated data processing. In particular, You prohibit yourself from using a method of access other than the interfaces and modules placed at your disposal within the framework of the provision of the Services.

You commit yourself not to use devices or software of all kinds, nor to carry out all operations, which could have for object or for effect of disturbing, obstructing, interfering, distorting or interrupting the

normal operation and/or the safety of the Services, or even which would impose a load disproportionate on the infrastructures and associated systems.

You commit yourself not to extract, for commercial ends or not expressly authorized, all or part of the information or the data present within the framework of the provision of the Services, as well as not to use a robot, in particular of exploration (crawler or spider), software, an automated system, a script, a program, an application, or any other means allowing to extract or to index all or part of the contents of the interfaces and modules used within the framework of the provision of the Services.

You must also ensure that you do not introduce viruses, malicious code or any other harmful agent, logic infection or harmful technology that may affect the Services or the functionalities offered therein, as well as the associated infrastructures and systems.

The Restaurant undertakes to deploy appropriate measures to ensure the security of access to the Services and to attempt to prevent any unauthorized person from accessing them.

6 Liability

The Restaurant is liable only for direct damages duly proven suffered by the User in connection with the use of the Services. Indirect damages are expressly excluded.

In addition, the Parties agree that the Restaurant is not liable:

- for damages resulting from a case of force majeure, from your action (for example: abnormal use or misuse, including use not in accordance with these GTC or fraudulent or illegal use (or for fraudulent or illegal purposes) of the Services) or from the unforeseeable and insurmountable act of a third party;
- for the operation (or malfunction) of your computer or mobile equipment, or for your access to the Internet or to any network (computer network, telephone network, internet network, telecommunications or electronic communications network, etc.) which would prevent You, for example, from receiving a confirmation of your reservation or from receiving a request for opinion.

7 Insurance

The Restaurant certifies that it has taken out an insurance policy with a notoriously solvent insurance company established in France for all the pecuniary consequences of its professional, tort and/or contractual civil liability for material and immaterial damage caused in the context of the execution hereof.

To find out the contact details of the insurer or the insured as well as the geographical coverage of the policy taken out by the Restaurant, please contact the Restaurant (see in particular the Restaurant's contact details in the article " Parties and Subject Matter " above).

Upon written request from you, the Restaurant undertakes to provide you with any proof that attests to the existence, validity, and appropriateness of the insurance taken out.

8 Agreement on Evidence

8.1 Computer Traces

You acknowledge that the tools implemented within the framework of the Services make it possible to ensure the traceability of certain actions and operations carried out (notably the traceability of reservations or payments made through the Services or the acceptance of the GTC). These traceability procedures generate computer traces or event logs (hereinafter the "Computer Traces").

The Computer Traces generated by the Services, as well as their possible reproduction on a paper or electronic medium, may be used to provide proof (without prejudice to Your possibility of providing proof to the contrary) of any use of the Services, and in particular proof of the making of a reservation or payment, the entering of information in a collection form, the providing of information or consent / acceptance.

8.2 On the acceptance of electronic writings

Your exchanges with the Restaurant, or even with Zenchef SAS when necessary, may take place by any means, in particular by e-mail, notification, or by means of all documents and other electronic writings resulting from the use of the Services, in particular the Computer Traces, and more generally

from the execution of these GTC, as well as those accepted or signed electronically (hereinafter the "Electronic Writings").

You acknowledge that the Electronic Writings may be used to provide proof (without prejudice to Your possibility of providing proof to the contrary) of a fact or the content of the exchanges and that in general any trace or any computer and/or electronic document emanating from the Restaurant, from Zenchef SAS as the case may be or from the use of the Services may be used for the purposes of providing proof (cf. content, timestamp,).

8.3 Conservation and archiving

The Parties shall personally handle, under their own responsibility, the conservation and archiving of the Electronic Writings.

9 Miscellaneous

9.1 Non-waiver

The fact that one of the Parties tolerates a situation, for example the fact of not invoking the application of certain stipulations of the GTC or of certain legal or regulatory provisions, whatever the frequency and duration thereof, shall not constitute a modification of the GTC nor have the effect of granting the other Party acquired rights.

In addition, such tolerance by one of the Parties, even repeated, shall not constitute or be interpreted as a waiver by the latter to assert or exercise the rights in question or to invoke any of the stipulations of these GTC.

9.2 Force Majeure

The User and the Restaurant shall not be held liable to each other in the event of non-performance of their obligations under these GTC resulting from a case of force majeure. By express agreement, are considered as cases of force majeure all unforeseeable, irresistible and external events making it impossible in whole or in part the performance of these GTC, as usually recognized by the jurisprudence of French courts and tribunals.

9.3 Nullity

If one or more stipulations of these GTC are held to be null, invalid, illegal or unenforceable, or declared as such in application of a law, a regulation or following a final decision of a court or competent authority, the other stipulations shall remain applicable and retain their full force and scope.

9.4 Independent Co-contractors

The Parties act in the capacity of independent co-contractors and these GTC shall not be interpreted in any other way.

9.5 Absence of Right of Withdrawal

In principle, for contracts concluded at a distance under which the professional undertakes to provide the consumer with a service in return for which the consumer pays or undertakes to pay a price, there is a legal period of fourteen (14) days during which the consumer may exercise a right of withdrawal without having to motivate his decision.

The right of withdrawal thus provided for by the Consumer Code would only have been likely to exist for the Booking Module when the Restaurant asks you for a credit card guarantee or a Prepayment.

However, in accordance with Article L.221-28 12° of the Consumer Code, the right of withdrawal may not be exercised for catering service contracts which must be provided on a specific date or during a specific period.

Thus, when You use the Booking Module (to make a reservation request at the Restaurant or to place an order in click and collect), You do not have the right of withdrawal provided for by Articles L.221-18 to L.221-28 of the Consumer Code. It follows, for example, that You will not be able to request a refund of your order or the prepayment that You made for your reservation.

10 Mediation, extrajudicial settlement of disputes, applicable law and competent jurisdiction

10.1 Mediation and extrajudicial settlement of disputes

For any dispute of a contractual nature relating to the use of the Services which could not be resolved within the framework of a prior complaint submitted to the Restaurant, in accordance with the provisions of Articles L612-1 et seq. of the Consumer Code, You have, as a consumer, the possibility of

referring the matter free of charge to the services of a consumer mediator with a view to the amicable resolution of a dispute between you and the Restaurant.

Recourse to the mediator is not a mandatory prerequisite to bringing legal action.

A dispute is only examined by the consumer mediator if:

- You justify having attempted, beforehand, to resolve your dispute directly with the Restaurant by means of a written complaint expressly identified as such detailing the reasons for your complaint as well as all information useful to the Restaurant to understand, study and assess the causes, consequences and implications of this complaint, and addressed to the Restaurant (see Restaurant contact details which appear on the first page of the GTC);
- the request is not manifestly unfounded or abusive;
- the dispute has not been previously examined or is not under examination by another mediator or by a court;
- You introduce your request to the mediator within a maximum period of one year from the date of your written complaint to the Restaurant;
- the dispute falls within the scope of competence of the mediator seized.

The organization designated by the Restaurant for this purpose is jonas@gazongent.be.

You will be informed by the mediator of the follow-up to your mediation request.

Furthermore, You are informed that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up a platform for Online Dispute Resolution, facilitating the independent resolution by extrajudicial means of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>.

10.2 Applicable Laws and Competent Jurisdictions

These GTC are governed by French law. This applies to both substantive and formal rules, notwithstanding the places of performance of the substantial or ancillary obligations.

The French courts have sole jurisdiction to hear disputes arising from the application of these GTC or resulting directly or indirectly from the use of the Services. The reference language for the settlement of any disputes is French.

These stipulations relating to the applicable law and the competent jurisdictions are applicable subject to the mandatory provisions which would be intended to apply to the User in his capacity as a consumer.
