

Terms of Use for the Reservation System Foratable

1. Reservation system Foratable

Foratable is a reservation system operated by Lunchgate AG. Lunchgate AG is headquartered at Badenerstrasse 255, 8003 Zürich, Switzerland.

2. Acceptance of the usage conditions

These usage conditions apply to the use of the reservation system Foratable, which processes reservations both through various online channels and manually. . By using the reservation system Foratable from Lunchgate AG, you agree to these usage conditions and the data privacy statement contained therein. Lunchgate AG reserves the right to modify or supplement the usage conditions at any time. The user of the reservation systems expressly consents to this procedure.

3. Directive for use

The use of our reservation system and submission of your user data shall take place voluntarily and free of charge for you. For a reservation, we need your first and last names, a phone number, a valid email address and, as the case may be (depending on the restaurant), a recognized means of payment. Additional personal data may be requested as required. If you have any questions or wishes regarding your reservation, contact the restaurant directly. The corresponding contact information is included in the reservation confirmation. You are obliged to timely cancel reservations you cannot attend in advance.

Reservations that are not attended but also not timely cancelled may cause blocking of your phone number in the reservation system and/or to the levying of a fee by the restaurant by means of charging the means of payment indicated by you as part of the reservation (no-show fee). The conditions of charging and the amount of such no-show fees may vary depending on the restaurant and will be brought to your attention and submitted for your express consent prior to the conclusion of the reservation.

4. Data Privacy

Lunchgate AG places a high value on protection of your privacy and protection of your personal data (data) submitted to the reservation system Foratable. Lunchgate AG protects your data from loss, misuse, unauthorised access, disclosure, changing or destruction with technical and organisational measures. Our safety measures are continually improved according to the technology development.

When using the reservation system, you will submit data such as your first and last names, phone number, email address, date, time, desired number of guests and comments. Additional data may be requested as required. This information is necessary for making a reservation and is provided to the restaurant for further processing of the reservation and is saved at Lunchgate AG. A further use of your data (for example for the purpose of sending you offers and notifications by restaurants) will only take place if you have given your express consent thereto. You may revoke such consent at any time. Restaurants cannot access guest information or statistics of other restaurants via Foratable. The only exception is that restaurants operated by one or by several affiliated companies (gastro-groups) may pass on information on restaurant guests between the individual restaurant branches.

Lunchgate AG will send you automatic service notifications on behalf of the restaurant by email or text message that are in direct connection with your reservation. This includes confirmations, modifications, reminders or cancellations, information on your reservation and requests to evaluate the visit. Your data shall not be passed on to any

third parties for advertising purposes.

Lunchgate does not store or process any payment data. The payment process regarding any no-show fees is carried out by an internationally certified, PCI-compliant external service provider (payment gateway service provider).

When using the reservation system Foratable, cookies will be saved on your computer depending on your browser settings. A cookie is a brief text snippet that is sent to your browser by a website you have visited. Some cookies are necessary for the functionality of the website and are automatically deleted after the visit. Other cookies store information about your last visit, such as your preferred language or other settings. This allows you to find your way around the website more quickly and use it more effectively the next time you visit the website. We also use cookies from third party providers, on the one hand for statistical evaluation of the use of our reservation system, and on the other hand to enable personalised advertising offers by third parties. An example of a service for statistical evaluation is Google Analytics, an offer by Google USA. Google uses cookies to collect information about your behaviour in our reservation system and about the device used for this purpose (tablet, PC, smartphone etc.), e.g. information about your browser, the website from which you accessed our website, the name of your provider, your IP address, date and time of access to the website, pages visited and length of your visit and, if applicable, visits to other websites and apps. Based on this information, we receive evaluations from Google. Google stores this information in the USA; however, your IP address is first cropped in the EU or EEA. You can prevent the use of Google Analytics by using a "browser add-on", which you can install at <https://tools.google.com/dlpage/gaoptout>.

5. Exclusion of liability

Lunchgate AG assumes no warranty that the reservation system will be available without interruption and without error. Lunchgate AG shall at any time have the right to remove functions from the reservation system or to add new functions or to transfer operation of the reservation system to third parties or to cease it.

Lunchgate AG shall strive to ensure the high quality, diligence and availability of our digital offers, but cannot exclude all possibility of temporary limitations and failures (interruptions of operations, troubleshooting, maintenance work, etc.). Your access to and use of the reservation system shall take place at your own risk. Any warranty regarding our services and products is expressly waived.

Apart from this, liability of Lunchgate AG for services rendered by third parties shall be excluded. This shall apply to the services rendered by restaurants as well as in particular to links to contents and offers of third parties, for the lawfulness, accuracy, completeness and availability of which we assume no responsibility or liability. Furthermore, Lunchgate shall not be liable for disruptions or incorrect execution of payments (in this regard, please contact the issuer of the means of payment specified by you as part of the reservation), the lawful use of the means of payment specified by you by restaurants or their employees or agents as well as by third parties, or for, among others, restaurants' and payment gateway service providers' compliance with applicable data protection regulations and appropriate data security measures. We shall also not be liable for any damage caused by computer viruses and other harmful computer programmes, such as malware or spyware.

The liability of Lunchgate AG (including our affiliated companies, employees, agents and servants) shall in any case be limited to wilful or grossly negligent violation of obligations that are due to a fault on the part of Lunchgate AG and have been documented. Where legally permissible, the liability of Lunchgate AG is limited to that amount from time to time that has been charged to you for the procurement of the corresponding products subject to fees. The liability of Lunchgate AG for consequential

damage and lost profit shall be excluded.

6. Links to third-party websites

The reservation system may contain links referring to websites operated by third parties instead of Lunchgate AG. Lunchgate AG has no control over these websites and also shall not be responsible for their contents.

7. Intangible asset rights

It can be assumed that the information that can be called on these websites and the software are subject to copyright protection and that their commercial use is only permitted with the consent of the copyright holder and against compensation.

8. Severability

If individual provisions of these terms of use should be invalid, this shall not affect the general validity of these terms of use.

9. Applicable law and jurisdiction

These usage conditions and all connected actions shall be subject to Swiss material law, under exclusion of the provision on conflict of laws of Switzerland and your place of residence.

Subject to deviating mandatory legal provisions, the city of Zürich shall be the exclusive venue for any disputes in connection with these usage conditions.

10. Languages

These usage conditions are available in a German, a French, an Italian and an English version. In the event of any ambiguities or discrepancies, the German version shall prevail.

Zürich, June 1st, 2023