Formitable B.V. ('**Formitable**') is the provider of the Formitable service (the '**Service**'), an e-commerce platform for restaurants. The agreement ('**Agreement**') between the users of the Service (the '**Restaurants**') and Formitable is subject to the conditions below. If you have any questions about this, please feel free to contact us using the contact details stated on our website: www.formitable.com.

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A. General

Service The Service is versatile and offers Restaurants the option of activating various additional functions and realising integrations with third-party software. The options are described in Formitable's offer, which is stated – among other places – on the website and in additional documentation. These general terms and conditions apply to the Service as well as to any expansion thereof (for example, if a Restaurant activates a new integration that is provided either for payment or free of charge).

Provision of the Service Formitable will make every effort to provide the Service according to the agreements, with sufficient care and professionalism. To that end, Formitable may require certain information or support from the Restaurant. In such case, the Restaurant will provide all the support that is required and desirable to enable the correct and timely provision of the Service. Insofar as Formitable has communicated delivery terms, these must be considered to be indicative in nature.

Formitable may engage third parties in the performance of the Agreement. Should this involve additional costs, these will only be at the Restaurant's expense if this was agreed upon in advance. Formitable will obviously continue to be responsible for the proper performance of the Agreement with you.

In certain cases, third-party products and/or services can be part of the Agreement. In such cases, the conditions of the relevant third party will apply to those products and/or services and the use thereof as well.

Account In order to be able to make use of the Service, the Restaurant and every end user who will make use of the Service on behalf of the Restaurant will require an account. To that end, the Restaurant will be provided with an administrator account. This will enable the Restaurant to create accounts for its end users itself. Every account is protected by means of a username and a self-selected password. These login details must be kept strictly confidential at all times. Formitable may assume that everything that is done through the administrator account or the created accounts of end users is done under the Restaurant's direction and supervision. In the event of unauthorised use or a suspicion thereof, the Restaurant will take the measures required to prevent any further unauthorised use (for example by changing the password). In addition, the Restaurant will inform Formitable thereof as soon as possible. Formitable may set a limit for the number of end users that can use the Service.

Integrations In addition to the Service, Formitable offers the option of linking certain third-party software to the Service (by means of an API link). The Restaurant always decides whether to link third-party software to the Service itself.

Unless otherwise indicated, access to the API is provided free of charge. Where necessary, Formitable will make certain API or other documentation available to the Restaurant (via the website).

Creating these links is only permitted if Formitable has found the relevant software to be suitable and it subsequently continues to comply with the interface specifications, which Formitable may change from time to time. Formitable may decide to no longer support a certain integration at any time. If it does, Formitable will inform the Restaurant thereof.

In some cases, the use of API requires a key (API key), which Formitable will provide. This API key must be kept strictly confidential, and the Restaurant may only use it in accordance with Formitable's relevant specifications.

The Restaurant is fully responsible for the technical implementation of the Service, the linking process, keeping the software solution suitable and the correct delivery of data that are transferred via the API link. Formitable does not actively monitor this and is not liable if the data are transferred, or transferred back, to the Restaurant incorrectly, or if the data cannot be transferred to the Restaurant at all.

Formitable may from time to time amend the API to remedy faults or improve the functionalities. Formitable may temporarily or otherwise disable use of the API without prior notice in order to remedy failures. In the event that adjustments change the technical interface, Formitable will inform the Restaurant thereof, via email or via the account, in advance. In the event of adjustment of the API, Formitable will change the available API documentation as well.

Templates Formitable can offer certain templates (texts) that the Restaurant could use in relation to its end customers (such as consumers who use the Service to make a reservation with the Restaurant). This includes – for example – a template for general terms and conditions or a template that can be incorporated into the Restaurant's privacy statement.

These templates only serve as 'examples' and their use is at the Restaurant's risk. Therefore, we recommend that the Restaurant determine whether such a template is suitable for the purpose for which the Restaurant wishes to use it.

B. Compensation and payment

Fee The Restaurant owes a certain fee for the use of the Service, which may consist of one or several components. The amount of this fee and the method used to calculate it will be clearly shown to you for approval (for example, within the account environment) and laid down in the Agreement. Depending on your choices based on, for example, activation of additional functionalities, the amount of the fee and the components it consists of may change during the term of the Agreement. More information on this can be found on the website and/or within the account environment.

Formitable may always charge all periodically owed fees – such as the subscription fees – for a selected period in advance. If, during the pre-paid period, the Restaurant cancels the relevant Service early in accordance with the Agreement, Formitable will ensure that the excess amount paid is credited. All other fees are always charged on a monthly basis in arrears. Formitable is authorised to issue an electronic invoice for any fees owed.

Payment through linked payment method The fees owed must be paid by means of the payment method that is linked to the account. Therefore, the Restaurant is obliged to create this link within 14 days of activation of the account. The Restaurant can do so by choosing from the payment methods indicated within the Service. During the term of the Agreement, Formitable may decide to no longer support certain payment methods. In such case, the Restaurant is required to link a different payment method.

The fees owed will be collected through direct debit collection, using the linked payment method. In the event that the fees owed cannot be collected using the linked payment method, the Restaurant will link a different payment method within a maximum of seven (7) calendar days of Formitable's request to that end, so that Formitable is able to perform the collection after all.

In cases where Formitable issues an electronic or other invoice for payment other than by means of the linked payment method, the Restaurant will be obliged to pay the amounts stated therein in accordance with the instructions on the invoice. The payment term of this invoice will in such case be fourteen (14) days from the invoice date, unless the relevant invoice states a different payment term.

The Restaurant will be in default by operation of law in the absence of payment at the time of the direct debit collection using the linked payment method, or from the due date of the invoice, without prior notice of default being required.

C. Right of use and intellectual property

Right of use Formitable will grant the Restaurant a non-exclusive and non-transferable right of use, so that it can use the Service within its organisation. The extent of the use is limited to that which is described in the Agreement and partly depends on any additional functionalities the Restaurant has purchased. The right of use also pertains to any future updates of the Service. If the Restaurant does not comply with its obligations, Formitable may resolve to temporarily or permanently revoke the right of use in full or in part and deny access to the Service.

Intellectual Property Rights All intellectual property rights with regard to the Service, the associated software and documentation, as well as with regard to all information and images, are vested in Formitable and/or its licensors. Except in those cases in which this is legally permitted, these may not be copied or used in any way whatsoever without the written permission of Formitable. The Agreement with the Restaurant does not pertain to transfer of intellectual property rights. In addition, the Restaurant will refrain from performing acts that infringe Formitable's intellectual property rights.

Customer data The data that the Restaurant stores or processes via the Service are and will continue to be its property. Formitable will acquire a limited right of use thereof insofar as this is necessary to provide the Service in accordance with the agreements. In addition, Formitable is allowed to use the data (in anonymised form) for the benefit of statistical

analyses and/or benchmarking and to monitor the use of the Service, on the basis of which Formitable can make recommendations to the Restaurant.

If the Restaurant sends information to Formitable, such as feedback on a fault or a suggestion for improvement, it grants Formitable an unlimited, perpetual right to use this information for the Service. The Restaurant guarantees that it is authorised to process the aforementioned data via the Service and indemnifies Formitable against all third-party claims based on the argument that these data infringe a right of such third parties, and will compensate Formitable in full in this regard.

D. Rules of use

The Service may not be used for actions that are contrary to the applicable laws and regulations, such as in the field of protection of personal data. In addition, it is not permitted to make the Service available to third parties for the third parties' own use in any way (which does not include the third party engaged by the Restaurant for the benefit of integration and implementation of the Service) or use the Service in such a manner that this causes a nuisance to or hinders other users, for example by uploading or downloading large quantities of data or making excessive use of the Service.

If Formitable finds that the Restaurant has violated the above conditions, or receives a complaint about the same, it will give the Restaurant a warning. If this does not lead to a satisfactory solution, Formitable itself may intervene to end the violation. If, in the opinion of Formitable, the operation of Formitable's computer systems or network, third-party computer systems or networks and/or service provision via the internet is hindered or at risk, in particular as a result of excessive amounts of data being sent, leaked personal data or virus activity, Trojan horses and similar software, Formitable is authorised to take any measures it reasonably deems necessary in that context.

E. Maintenance and support

Availability Formitable will make every effort to provide the Service to the best of its ability and keep it available, but cannot provide guarantees with regard to its performance and does not guarantee uninterrupted availability.

Maintenance Formitable can take the Services or a part thereof out of operation temporarily for scheduled or unscheduled maintenance, adjustments or improvement. To the extent possible, maintenance will take place during the night. However, urgent maintenance may be performed at any time.

Support The Service is provided in combination with the support Formitable offers through its website. In addition, Formitable will make certain technical documentation available, which the Restaurant can use for the implementation of the Service (at its own expense and risk). Should the Restaurant require additional support, Formitable is always prepared to determine to what extent it can provide this support free of charge or for payment.

Changes in the Service Formitable may modify the functionalities of the Service from time to time. The Restaurant is welcome to provide feedback and suggestions, though Formitable ultimately decides what adjustments it will implement.

Integrations In some cases, the Service can be linked to third-party software (whether or not via API links). The options are described on the website. Formitable is authorised to no longer maintain or to cancel links with third parties and third-party software at its own discretion.

F. Other arrangements

Processing of personal data When the Service is used, certain personal data may be processed. Insofar as Formitable carries out the processing on the instruction of the Restaurant and, as such, acts as the 'processor' within the meaning of the General Data Protection Regulation ('GDPR'), both Parties acknowledge that this processing takes place according to the agreements laid down in the processing agreement that has been included as Appendix 1, where applicable in combination with further written instructions.

Confidentiality The Parties will treat the information that they provide each other before, during or after the performance of this Agreement as confidential if such information has been marked as confidential or if the receiving Party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third parties engaged by them for the purpose of fulfilling the Agreement.

Liability Formitable's liability for loss suffered by the Restaurant as a result of an attributable failure on Formitable's part to comply with its obligations under the Agreement, or as a result of unlawful acts on the part of Formitable, its employees or third parties engaged by it, is limited to the amount the Restaurant has paid Formitable within the framework of the Agreement in the three months prior to the loss-causing event, to a maximum of a thousand euros. Formitable will under no circumstances be liable for compensation of consequential loss or loss due to lost turnover or profits, loss due to delay or loss due to loss of data. Any limitation of liability does not apply in the event of intent or deliberate recklessness on the part of Formitable or in the event of loss due to death or physical injury.

Nullity If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, the Parties will replace that provision with one or more new provisions that will reflect the purpose of the original provision as much as is possible under the law.

Communication In these terms and conditions, the term 'written' also refers to communication by email, provided that the sender’s identity and the integrity of the message have been sufficiently established. The version of any communications received or stored by Formitable – which includes communication via the Service – will be considered authentic, subject to proof to the contrary to be provided by the Restaurant.

Transfer Formitable is authorised to transfer the Agreement, as well as specific rights and obligations arising from the Agreement, to a third party without requiring the Restaurant's permission.

Non-competition For the term of the Agreement and for three years after termination thereof, the Restaurant will refrain from directly or indirectly developing and/or offering a service that is the same as the Service or similar to the Service to a certain extent, or assisting third parties in doing so, subject to an immediately due and payable penalty of €2500 per violation and €750 for every day this violation continues. This provision is without prejudice to Formitable's right to exercise any other statutory and/or agreed right, including but not limited to the right to claim compensation or additional compensation (whether or not in combination with the above-mentioned penalty).

Changes in the data At all times, the Parties will inform each other in writing without delay of any changes in name, postal address, email address and telephone number, as well as – where relevant – bank and giro account numbers.

Applicable law The Agreement is exclusively subject to Dutch law. Insofar as this is allowed under the law, application of Section 6:227b subsection 1, Section 6:227c, Section 7:402, Section 7:403 and Section 7:408 of the Dutch Civil Code is excluded. Insofar as mandatory statutory regulations do not prescribe otherwise, all disputes that may arise from the Agreement will be submitted to the competent Dutch court in the district in which Formitable has its offices.

G. Term, extension and termination

The term of the Service will be laid down in the Agreement. If no term has been agreed upon, the Service will be provided for an indefinite period of time. In such case, both Formitable and the Restaurant may cancel the Service at any time. Upon cancellation, provision of the Service will end at the end of the last day of the month following the month in which the cancellation reaches the other party. In other words, cancellation on 17 July means provision of the Service will end on 31 August at 12.00 a.m.

If the Service is being provided for a definite period of time, the Service will be automatically renewed at the end of that term, for the same term. Extension can only be prevented by cancelling the Service in time, subject to a notice period of one (1) month. A Service that is provided for a definite period of time cannot be cancelled early, unless Formitable offers the option to do so after all.

If the Restaurant wishes to cancel the Service, this must be done in the account environment. If that is not possible, cancellation must be in writing.

Formitable may cancel, suspend or terminate the Agreement with immediate effect in the event that the Restaurant fails to comply with an obligation under the Agreement or if its liquidation is petitioned for, it is granted a moratorium or the Restaurant's activities are discontinued or liquidated.

H. Amendment of the Agreement

Formitable reserves the right to amend or supplement the Service and the Agreement, which includes these conditions and the rates applied, such as, without limitation, the fees.

Amendments will be announced by email or via the Restaurant's account, at least thirty (30) days before the amendments take effect. Non-substantive minor amendments, as well as changes in connection with changes in laws and regulations, can be implemented at all times, without requiring notification.

If the Restaurant does not wish to accept an amendment, it must inform Formitable thereof within seven (7) days of the notification, in writing and with substantiation, in the absence of which this amendment will be considered to have been accepted. Objections may give Formitable cause to review the amendment. If Formitable indicates that it will implement the intended amendments after all, the Restaurant may terminate the Agreement as of the date on which the amendments come into effect. Unless the Parties agree otherwise, this termination will not result in any form of reimbursement of fees, periodic or otherwise, that are already owed. Use of the Service by the Restaurant after the effective date will be regarded as acceptance of the amended or additional conditions. Amendments that do not require notification as referred to in the above paragraph do not entitle the Restaurant to terminate the Agreement.

APPENDIX 1 – Processing agreement

Allocation of roles When the Service is used, personal data may be processed. Insofar as the Restaurant determines the purposes and the means used, it will be considered the 'data controller' and Formitable will be considered the 'processor' within the meaning of the General Data Protection Regulation (GDPR).

Data Subjects The personal data come from customers of the Restaurant (the 'Data Subjects').

Personal data The categories of personal data of Data Subjects that Formitable can process on the instruction of the Restaurant will differ depending on the nature and scope of the Service the Restaurant purchases. This may include the following data:

Category	**Specific**
General	Sex; first name; last name
Contact details	Email address; telephone number
Payment details	Paid or owed amounts (Down payments); payment method used
Open-field data *The data that a Data Subject can enter in an open input field, such as information on allergies or other dietary wishes*	
Device details	IP address; user agent; time and date of use of the Widget and/or Account
Restaurant details *The details that are generated in the Restaurant and that the Restaurant adds to the Service*	The Data Subject's full receipt; time and date the Data Subject's receipt was opened and closed

Purposes Formitable processes the relevant personal data under the authority of the Restaurant and only on the basis of the Restaurant's written instructions and express ultimate responsibility.

Formitable will not process the personal data for any other purposes than those agreed upon between the Restaurant and Formitable, and will only process these for the term of the Agreement.

Purposes
Provision of the functionalities of the Service that the Restaurant has chosen, including with regard to the following aspects of the Service:

1. making it possible to make reservations and place orders via the Widget and making these and changes therein available in the Restaurant's account;
2. processing down payments and pre-orders in the point of sale (POS) of the Restaurant directly;
3. Sending email or other messages to the Data Subject on the instruction of and in the name of the Restaurant;
4. performing data analyses;
5. conducting marketing campaigns;
6. providing CRM services;
7. performing data transfers from/to linked integrations insofar as this takes place within the Formitable systems.

The Restaurant will inform Formitable of the processing purposes insofar as these are not stated in the Agreement or in the above-mentioned overview. Formitable will notify the Restaurant without delay if it feels that an instruction provided by the Restaurant violates the applicable legislation.

Confidentiality All personal data Formitable receives from the Restaurant and/or collects itself within the framework of this Agreement are subject to a duty of confidentiality towards third parties. This duty of confidentiality does not apply insofar as the Restaurant has expressly granted permission to provide the information to third parties, if providing the information to third parties is logically required in view of the instruction given and the performance of this Agreement or if there is a statutory obligation to provide the information to a third party. However, insofar as this is legally allowed, Formitable will notify the Restaurant of that in writing beforehand.

Location of the data Formitable may process the personal data in countries within the European Economic Area (EEA). In addition, the Restaurant gives Formitable permission to process personal data outside of the EEA, with due observance of the applicable laws and regulations. At the Restaurant's request, Formitable will inform the Restaurant of the countries outside of the EEA in which it processes the personal data.

Engagement of third parties The Restaurant hereby gives Formitable permission to engage third parties (sub-processors) in the processing of personal data, with due observance of the applicable laws and regulations. Formitable will ensure that these third parties assume the same obligations in writing as those agreed between the Restaurant and Formitable.

An overview of these third parties (sub-processors) is included below:

Sub-processors	
Hosting of the Service	Microsoft Azure

Analysis of the end use of the Service	Google
Sending emails to Data Subjects	Mailchimp, Sendgrid

The above overview may change during the term of the Agreement. Such future amendments will be considered to have been included in the above table. However, before a change in sub-processors is implemented, Formitable will inform the Restaurant thereof, via email or the account. The Restaurant will then be authorised to object to the change. If the Restaurant objects, the Restaurant and Formitable will consult in order to reach a solution. If the Parties fail to reach agreement on the matter, Formitable may decide to implement the amendment after all. In such case, the Restaurant will be authorised to terminate the Agreement by the time at which the amendment comes into effect, though only for the portion to which the amendment pertains.

Rights of Data Subjects In the event that a Data Subject wishes to exercise one of their statutory rights and submits the request to that end to Formitable, Formitable will forward the request to the Restaurant and the Restaurant will handle the request further. Formitable may inform the Data Subject of this process. In the event that a Data Subject submits a request to exercise one of their statutory rights to the Restaurant, Formitable will, if so required by the Restaurant, render its cooperation to the extent possible and insofar as is reasonable. Formitable may charge reasonable costs for doing so.

Privacy impact assessment Formitable will, to the best of its ability, provide assistance to the Restaurant in order to allow for the performance of privacy impact assessments (PIAs) within the framework of the Service.

Audit The Restaurant is authorised to have audits performed by an independent third party that is bound to secrecy in order to verify compliance with the agreements in this processing agreement.

An audit may only take place after (i) the Restaurant has requested that Formitable provide already available audit reports and (ii) the Restaurant has assessed the above-mentioned audit reports but still has and puts forward legitimate reasons to have another audit performed.

Without prejudice to the above, an audit may be performed once a year, or more often in the event of a concrete suspicion of misuse of personal data. Formitable will cooperate in the audit and make any information that is relevant to the audit available. An audit will be announced to Formitable at least fourteen (14) days in advance, in writing.

The Parties will jointly assess the findings of the audit that has been performed and will determine on that basis whether or not those findings will be implemented by one of the Parties or by both Parties jointly. The costs of the audit will be borne by the Restaurant.

Security Formitable will ensure an appropriate level of security considering the risks involved in processing the personal data to be protected and the nature thereof. However,

this will only apply if and insofar as these data are located in Formitable's systems or infrastructure, or the systems or infrastructure of third parties engaged by Formitable.

Data leak In the event of a data leak (which includes: a breach in connection with personal data within the meaning of Section 4(12) of the GDPR), Formitable will inform the Restaurant thereof without undue delays, or within a maximum of 72 hours of Formitable becoming aware thereof, on the basis of which the Restaurant will determine whether it will inform the supervisory authority and the Data Subjects. The Restaurant is and continues to be responsible for that. Where required by law and/or regulations, Formitable will cooperate in informing the supervisory authority and/or Data Subjects.

Data upon termination of the Agreement As soon as the Agreement is terminated for any reason, Formitable will delete and/or destroy all personal data in its possession and any copies thereof within a maximum of sixty (60) days. The Restaurant itself is responsible for ensuring that it makes copies or backups of the personal data held by Formitable in due time. Upon request and, where appropriate, against reasonable payment, Formitable may be asked to assist in this.