

FORMITABLE TERMS OF USE

These Terms of Use comprise:

A: Terms of Use

B: Privacy Statement

IMPORTANT INFORMATION:

1. Please read these Terms of Use and the Privacy Statement completely and carefully before you start using the Formitable Application.
2. The User will conclude an agreement directly with the Participating Restaurant. Formitable is not a party to this agreement.
3. The User must truthfully enter accurate information into the Application. If inaccurate information is entered, the Ticket may be invalid and the Participating Restaurant may not be able to refund the prepaid amount.
4. The Participating Restaurant decides whether a reservation and/or Ticket can be changed or cancelled. If cancellation is possible, the Participating Restaurant will give you a refund. Formitable is not a party to this arrangement. It is therefore possible that once a Ticket is purchased, it cannot be cancelled. In that event, the Participating Restaurant will not give you a refund. There is no reflection or withdrawal period.
5. If you are not satisfied with the Participating Restaurant or a dispute has arisen over the reservation and/or the Ticket, Formitable will not be liable. In that case, you must contact the Participating Restaurant.
6. In addition to these terms, your reservation may be subject to the Uniform Conditions for the Hotel and Catering Industry and your payment may be subject to the terms and conditions applied by the payment service.

A. TERMS OF USE

1. GENERAL

- 1.1. These Terms of Use apply to the use of the services offered by Formitable on the websites of the Participating Restaurants. The capitalised definitions in these Terms of Use have the meaning assigned to them in Article 2.
- 1.2. Formitable has developed a Reservation System and Module (jointly: the Application) that offers consumers (Users) the possibility to make an on-line reservation and (if a Participating Restaurant chooses to do so) to pay for that reservation by purchasing a Ticket.
- 1.3. Formitable's role is limited to the facilitation of making a reservation with the Participating Restaurant and/or of purchasing a Ticket by a User with a Participating Restaurant, including by means of facilitating the payment. The Participating Restaurant pays a fee to Formitable for this service.
- 1.4. When a User makes a reservation and/or purchases a Ticket, an immediate agreement is concluded between the User and the Participating Restaurant. Formitable is not a party to this agreement. Formitable does not act as the seller of a Ticket and is neither liable nor responsible towards the User for the manner in which the Participating Restaurant is fulfilling or otherwise performing its obligations relating to the reservation and/or a Ticket. The User receives a confirmation of the

reservation and/or the purchase of a Ticket from the Participating Restaurant. Formitable will only ensure the dispatch.

1.5. The Participating Restaurant is responsible for the storage and deletion of the Users' personal data in a legally correct manner. Formitable only passes these data of Users on to the Participating Restaurant.

1.6. Formitable and a Participating Restaurant reserve the right to refuse a reservation made by a User.

1.7. The payment by the User is made by using a payment service to be designated by Formitable. The User pays the payment service and the payment service pays Formitable and the Participating Restaurant.

1.8. To cancel a Ticket or in the event of any questions about a Ticket, the User must contact the Participating Restaurant directly. The contact details of the Participating Restaurant are printed on the Ticket. For other questions, a User can contact Formitable.

2. DEFINITIONS

2.1. The following definitions are used:

Application	the Reservation System and Module jointly;
Formitable:	Formitable B.V., having its registered office in Amsterdam, Bos en Lommerplantsoen 3 W, 1055 AA AMSTERDAM, registered in the commercial register under number 67619665 Email address: hello@formitable.com Telephone number: +31 20 238 4171 VAT number: NL857095821B01;
Terms of Use:	these Terms of Use;
User:	the user of the Application: a natural person not acting in the conduct of a profession or business;
Participating Restaurant:	a restaurant that uses the service offered by Formitable, based on an agreement, including by using the Application;
Reservation System:	the on-line module that offers a Participating Restaurant the possibility to schedule and manage reservations based on a seating plan;
Privacy Statement:	the Privacy Statement referred to at B.
Module:	the on-line module that allows a User to make a reservation with a Participating Restaurant with or without a down payment;
Ticket:	proof of a reservation with a down payment issued by the Participating Restaurant to the User.

3. TERMS OF USE AND PRIVACY STATEMENT

3.1. By using the Application, the User agrees to these Terms of Use and the Privacy Statement.

4. THE TICKET

4.1. If the User makes a down payment for a reservation, the User receives the Ticket from Formitable, on behalf of the Participating Restaurant. The Ticket will at least state the following information:

- a. the User's name;
- b. reservation date with the Participating Restaurant;
- c. the number of persons;
- d. the amount of the (down) payment;
- e. the contact details of the Participating Restaurant (physical address, email address and telephone number);
- f. the refund period and the possibility to cancel or change the Ticket.

The Participating Restaurant can also decide to print additional information on the Ticket.

4.2. The Participating Restaurant has the Ticket sent to the User on behalf of the Participating Restaurant, both automatically and by Formitable.

4.3. A Ticket is valid only once on the reservation date with the Participating Restaurant and cannot be exchanged for money or in ways other than described on the Ticket.

4.4. A Ticket cannot be exchanged in part. If the User spends less than the payment or down payment, the User is not entitled to a refund of the difference, unless the Participating Restaurant decides otherwise.

4.5. After the Ticket is sent to the User, Formitable can only make changes to the Ticket, including the reservation date, the number of persons and the amount of the payment or down payment, if the Participating Restaurant offers that possibility. Formitable does not guarantee the possibility to change the Ticket.

5. CONFIRMATION OF THE RESERVATION

5.1. If the User makes a reservation but not a down payment, the User will receive no Ticket but a confirmation of the reservation from Formitable, on behalf of the Participating Restaurant. This confirmation will at least state the following information:

- a. the User's name;
- b. reservation date with the Participating Restaurant;
- c. the number of persons;
- d. the contact details of the Participating Restaurant (physical address, email address and telephone number);
- e. other information of the Participating Restaurant: (Trade Register number, VAT number);
- f. the possibility to cancel or change the reservation.

The Participating Restaurant can also decide to print additional information on the confirmation.

5.2. The Participating Restaurant has the confirmation of the reservation sent to the User on behalf of the Participating Restaurant, both automatically and by Formitable.

5.3. If a User makes a reservation without making a down payment, the Uniform Conditions for the Hotel and Catering Industry apply, which can be found at: <https://www.khn.nl/stream/uniforme-voorwaarden-horeca-nederlands.pdf>.

6. REFLECTION PERIOD AND WITHDRAWAL

6.1. The User does not have the right to withdraw the Ticket. Under Article 6:230p(e) Dutch Civil Code, this right does not apply. Nor does a reflection period apply. A Ticket can only be cancelled if the Participating Restaurant indicated this. The refund period is stated in the Module.

7. RESTRICTION OF LIABILITY AND TERMS AND CONDITIONS OF THE PARTICIPATING RESTAURANT

7.1. Formitable is not liable for the performance of a Participating Restaurant in the broadest sense of the word. Formitable's role in all this is limited to making the Application available with which a User can make a reservation and/or order a Ticket with a Participating Restaurant, and furthermore to support the related record-keeping. Formitable is only liable for direct damage resulting from wilful intent or gross negligence on the part of Formitable that is directly connected to the Application (therefore, not for damage caused by a Participating Restaurant or resulting from a reservation or payment or down payment made by means of a Ticket).

7.2. Formitable is not responsible for (the accuracy of) the information stated by a Participating Restaurant via the Application.

7.3. By purchasing a Ticket, the User concludes an agreement with a Participating Restaurant. From that moment on, the User must contact the Participating Restaurant directly to cancel a reservation and/or a Ticket or if there are any questions about a Ticket. The contact details of the Participating Restaurant are printed on the Ticket.

8. RECORDS AND PAYMENT

8.1. Formitable facilitates the record-keeping of a reservation and/or the order for a Ticket, including the payment by the User. Formitable is entitled to receive a payment from the User for a Participating Restaurant.

8.2. The User is shown the total amount of an order for a Ticket before payment is made. Formitable uses a payment service that is offered by Mollie B.V. The payment is subject to the terms and conditions applied by Mollie B.V., which can be found at: <https://www.mollie.com/nl/terms-conditions>. That is why the User's bank statement may state 'Mollie' or 'Stg Mollie Payments'.

8.3. Payment is made in euros.

9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights — including, but not limited to, copyrights with regard to the Application and the information made available to the User on or via the Application — are exclusively vested in Formitable or its licensors, unless provided otherwise. The User is only entitled to use the Application in so far as necessary to make a reservation with the Participating Restaurant or to purchase a Ticket from the Participating Restaurant.

10. REGISTRATION AND ACCOUNT

10.1. Formitable can offer a User the possibility to create an account. Formitable reserves the right to refuse a registration for an account. Registration requires the following information, plus a password. The User is personally responsible for keeping the password confidential and must notify Formitable immediately if the password has ended up with a person other than the User:

- a. name;

- b. address;
- c. postal code;
- d. email address;
- e. password;
- f. other information.

Formitable reserves the right to remove a User account without being liable for any damage.

11. USER'S OBLIGATIONS

11.1.The User warrants that:

- a. he/she will not use the Application for inappropriate or unlawful objectives or objectives that are prohibited in these Terms of Use or the Privacy Statement;
- b. he/she will comply with all applicable laws and regulations;
- c. he/she will not affect or violate the rights of other persons, companies or organisations;
- d. he/she will not provide, pass on or transmit inappropriate or unlawful information and/or material of any nature whatsoever via the Application;
- e. he/she will not offer or promote any products or services;
- f. he/she will not sell or sell on any products or services, including a Ticket;
- g. he/she will not assume or create a false identity;
- h. he/she will not make any attempt to disrupt the access to and the use of the Application, in any way whatsoever;
- i. he/she will not use a robot or spider or any other form of automatic software when using the Application;
- j. he/she will not provide his or her user name/password to other persons, companies or organisations without Formitable's prior written permission;
- k. the information made available by the User via the Application is complete and correct.

12. FORMITABLE'S OBLIGATIONS

12.1.Formitable cannot guarantee permanent access to the Module and reserves the right to (temporarily) block access to the Application for purposes including maintenance.

12.2.Formitable reserves the right to exclude a User, without any notification and without stating reasons, from accessing the Application or to remove the account if the User violates these Terms of Use or Formitable has a well-founded fear that the User will violate these Terms of Use.

13. NEWSLETTERS

13.1.The User agrees that Formitable may send newsletters or other information to the User at the User's email address known to Formitable. The User at all times has the possibility to notify Formitable that he/she no longer wishes to receive promotional messages by means of a hyperlink included in the relevant message for that purpose.

14. OTHER PROVISIONS

14.1.Formitable reserves the right to amend these Terms of Use. It is the User's responsibility to regularly read the applicable terms and conditions.

14.2.If a provision from these Terms of Use is void, this will not lead to the other terms and conditions being void. The void provision will be replaced with a valid provision which corresponds as closely as possible to the intention of the void provision.

15. CONTACT AND QUESTIONS

15.1.If a User has any questions, he/she can contact Formitable by using the contact details listed in Article 2. Formitable will make an effort to answer any questions as quickly as possible.

16. DISPUTES

16.1.These Terms of Use are governed by the laws of the Netherlands.

16.2.Any disputes ensuing from the use of the Application and/or these Terms of Use will be submitted to the competent court in Amsterdam.

B. PRIVACY STATEMENT

1. APPLICABILITY OF PRIVACY POLICY

1.1. The capitalised definitions in this Privacy Statement have the meaning assigned to them in Article 2 of the Terms of Use. In addition, the following definitions are used:

Personal Data: any data relating to an identified or identifiable natural person that is being processed by Formitable or by third parties engaged by Formitable;

Website the website: <http://www.formitable.com>.

1.2. This Privacy Statement applies to every use of the Module and the Website and regulates the processing of Personal Data via the Application and the Website.

1.3. Where sensitive Personal Data is concerned, this Privacy Statement only applies after the User's express permission.

1.4. By using the Application and/or the Website, the User agrees to this Privacy Statement.

2. CONTROLLER

2.1. Formitable is the responsible party or controller for data processing in relationship to creating an account and/or making a reservation and/or purchasing a Ticket. Formitable provides personal data with regard to the reservation to the individual Participating Restaurants. The processing of personal data by the Participating Restaurant (with or without the use of the CRM system of the Application) is governed by the privacy terms and conditions of the Participating Restaurant.

3. PROCESSING OF PERSONAL DATA AND SURFING BEHAVIOUR

3.1. Formitable may collect and/or provide the following Personal Data via the Application and the Website:

- a. names and addresses;
- b. location data;
- c. contacts;
- d. photographs, media and other files;
- e. surfing behaviour within the Application and Website.

3.2. These Personal Data are collected by means of surfing behaviour or by other use of the Application and/or Website.

3.3. Formitable will not store these Personal Data of Users any longer than is necessary for the purpose of the processing. Formitable will only process the Personal Data in accordance with applicable privacy laws.

4. PROCESSING OBJECTIVES

4.1. Formitable will only collect and process Personal Data for the objectives specified below:

- a. the normal operation of the Application and/or Website;
- b. improvement of the Application and/or Website.

- c. only with permission of the data subject, for direct marketing purposes.

5. SECURITY

5.1.Formitable will take necessary organisational and technical security measures to secure Personal Data and to prevent their misuse, loss or modification.

5.2.Formitable stores your Personal Data on secured Microsoft Azure servers in the Netherlands.

6. COOKIES

6.1.To ensure the proper operation of the Application and the Website, Formitable uses cookies.

6.2.Cookies are small pieces of information that are stored by the browser on the User's computer. Formitable uses various types of cookies for various purposes.

- a. Functional cookies: cookies needed for the proper operation of the Application, including cookies needed to create an account;
- b. Analytical cookies: cookies that ensure that insight is obtained into the manner in which Users use the Application and/or Website, or parts thereof, so that Formitable can improve the Application and/or Website, thereby aligning to the extent possible with what Users find interesting and important. Formitable does not use the data obtained from cookies to study app use at an individual level, but only at an aggregate level.

6.3.Formitable only uses third-party cookies to improve the quality and effectiveness of the Application and/or Website.

6.4.In so far as required by law, the User hereby gives unambiguous permission for the use of the aforementioned cookies.

6.5.Most browsers will accept cookies in their default setting. The User can change the browser settings to disable cookies or so that the display indicates when a cookie is being sent. However, some features and services of both the Application and the Website may not function properly if cookies have been disabled.

7. THE RIGHT TO ACCESS, CORRECT, PORTABILITY AND DELETION

7.1.You can request Formitable for access to your Personal Data processed by Formitable. You can also request that Formitable correct, supplement, delete, block or transfer your Personal Data. In addition, you may withdraw previously given permission to process your Personal Data. Formitable will grant your requests in accordance with applicable privacy laws.

7.2.To avail yourself of such rights, please contact Formitable's customer service:

Address: Bos en Lommerplantsoen 3 W, 1055 AA Amsterdam

Email address: hello@formitable.com

Telephone number: +31 20 238 4171

8. OTHER PROVISIONS

8.1. Formitable reserves the right to regularly amend this Privacy Statement. It is your responsibility to regularly read the applicable terms and conditions. This Privacy Statement was most recently amended and revised in July 2017.

8.2. If a provision from this Privacy Statement is void, this will not lead to the other terms and conditions being void. The void provision will be replaced with a valid provision which corresponds as closely as possible to the intention of the void provision.

9. DISPUTES

9.1. This Privacy Statement is governed by the laws of the Netherlands.