

## **General Terms & Conditions (GTC) for the «reservation system Foratable»**

Engadin St. Moritz Tourismus procures services of the online reservation system Foratable. Foratable is an online reservation system operated by Lunchgate AG. Lunchgate AG is headquartered at Badenerstrasse 255, 8003 Zürich, Switzerland.

### **Acceptance of the usage conditions**

These usage conditions apply to the use of the online reservation system Foratable, which is provided to you on Lunchgate.com, with an affiliate partner or on other websites. By using the online 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.

### **Directive for use**

The use of the online reservation system and submission of your user data shall take place voluntarily and free of charge for you. For a reservation, your first and last names are needed as well as a mobile phone number and a valid email address. 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 will be asked to cancel reservations you cannot attend at least 30 minutes in advance. Reservations that are not attended but also not cancelled may cause blocking of your mobile phone number in the online reservation system.

### **Data Privacy**

Lunchgate AG places a high value on protection of your privacy and protection of the data filed. Lunchgate AG protects your data from loss, misuse, unauthorised access, disclosure, changing or destruction with technical and organisational measures. The safety measures are continually improved according to the technology development.

When using the online reservation system, you will submit data such as your first and last names, mobile phone number, email address, date, time, desired number of guests and comments. This information is necessary for making a reservation and is only provided to the restaurant for further processing and saved at Lunchgate AG. 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 by email or text message that are in direct connection with your reservation. This includes confirmations, modifications or cancellations, information on your reservation and requests to evaluate the visit. By placing your reservation, you also agree that Lunchgate AG will communicate with you directly on demand and may inform you of novelties or special offers. You may unsubscribe free of charge at any time. Your data shall not be passed on to any third parties for advertising purposes.

When using the online 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. It saves information on your last visit, such as your preferred language or other settings. This way, you will find your way around the website faster and can use it more effectively when you visit the website next time.

#### **Exclusion of liability**

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

Lunchgate AG shall strive to ensure the high quality, diligence and availability of the 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 online reservation system shall take place at your own risk. Any warranty regarding the 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 to links to contents and offers of third parties, for the lawfulness, accuracy, completeness and availability of which we assume no responsibility or liability. Lunchgate AG 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 affiliated companies, employees, agents and servants) shall in any case be limited to wilful or grossly negligent violation of contractual and out-of-contract 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.

#### **Links to third-party websites**

The online 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.

#### **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.

#### **Severability**

Where individual provisions of these usage conditions are invalid, this shall not affect the general validity of the contract.

#### **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, Zürich shall be the exclusive venue for any disputes in connection with these usage conditions.

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St. Moritz, December 2021