

GoodResto App and Website - Terms of Service

Effective on September 14, 2026

INTRODUCTION

1. This document, hereinafter referred to as the "**Terms**", sets forth the rules for using the App & Website.
2. Glossary:
 - **We / GoodResto / Service Provider / Company** — Goodresto sp. z o.o., Aleje Jerozolimskie 89 / 43, 02-001 Warszawa, Poland, KRS: 0001124926, NIP: 7011221145.
 - **Services** — collectively, the GoodResto App, Website and any other products, features, functions, technologies, interfaces, tools or content made available, operated or controlled by GoodResto. The Services may enable access to, display, transmit or facilitate third-party content, offers, reservations, payments and other services provided by Venues or third parties, but such third-party products or services do not form part of the Services provided by GoodResto unless expressly stated otherwise.
 - **App / GoodResto App** — the mobile application (iOS and Android) that enables End Users to discover Venues, view menus, make Reservations, leave reviews, sign up to Venue Loyalty Program and interact with content in different available way.
 - **Website** — any GoodResto-hosted public web pages, including Venue-specific pages generated by GoodResto and pages accessible via goodresto.app or affiliated domains presenting Venue data and/or including reservation technology (forms, links, widget), and any other products, features, or content provided by GoodResto.
 - **End User / You** — an individual using the App or Website, including for browsing Venue information, creating an account, making or managing Reservations, purchasing or using Vouchers, making payments or prepayments connected with Reservations, paying No-Show Fees or other Reservation-related charges, participating in Loyalty Programs, following Venues, submitting Reviews or other User Contributions, or otherwise interacting with the Services.

For the avoidance of doubt, an End User may use certain Services without creating a GoodResto account, unless registration is required for a particular functionality.

- **GoodResto User** — an account created by an End User in the App or Website which enables access to functionalities available only to registered users, including, depending on the features made available by GoodResto or a Venue, participation in Loyalty Programs, following Venues, receiving Venue Content and loyalty-related communications, viewing Reservation history, accessing rewards and other personalised features.

Creating a GoodResto account does not make GoodResto a party to any agreement between the End User and a Venue.

- **Venue / Restaurant / Gastronomic Venue** — any business, entrepreneur, organisation or other entity offering or providing restaurant, catering, hospitality, entertainment, event,

ticket, voucher, reservation or other goods or services through or in connection with the Services.

- **Verified Profile** — a Venue profile that has been registered on the Portal. Verified Profile is shown in the App with "Verified" flag.
- **Unverified Profile / Generic Profile** — a Venue profile created by GoodResto based on publicly available information. GoodResto does not guarantee the accuracy of Unverified Profiles.
- **Venue Data** — all content displayed in App and on Websites about a Venue including but not limited to name, address, contact details, menus, prices, photos, allergen information, opening hours, promotions, and related metadata.
- **Loyalty Program** — means an optional customer loyalty program operated by a Venue through the GoodResto Services, allowing Users to collect loyalty points, stamps, rewards, benefits or other incentives under rules determined solely by the respective Venue.
- **Loyalty Reward** — means any reward, benefit, voucher, discount, product or service offered by a Venue under its Loyalty Program.
- **GoodResto Rewards and Promotions** - means rewards, coupons, discounts or other benefits that GoodResto may make available to eligible users based on their use of the GoodResto Services, including, where applicable, Reservation or visit activity and other interactions with the GoodResto Services. The availability, eligibility criteria, value, duration and conditions of individual rewards or promotions may vary and may be determined by GoodResto or the relevant Venue, as applicable.

Participation in any GoodResto Rewards and Promotions does not create a right to receive any particular reward, coupon, discount or other benefit unless expressly stated otherwise.

- **Followed Venue** — means a Venue which the User has chosen to follow within the Application in order to receive updates, loyalty-related information and other content available through the Application.
- **Venue Content** — means any information, promotions, offers, events, loyalty campaigns, menus, photographs, descriptions, rewards or other materials published by the Venue through the Services.
- **Reservation** — a booking request for a table at a Venue for a specified date and time with a specific number of guests and other parameters, created via the App, Website, any affiliated websites and reservation forms or via GoodResto partners.
- **Automatic Reservation** — a Reservation that is automatically confirmed by the system based on Venue configuration.
- **Manual Reservation** — a Reservation that requires explicit confirmation by the Venue.
- **Personal Data** — any information relating to an identified or identifiable natural person, processed according to applicable data protection laws (including GDPR).
- **Marketing Consent** — an explicit opt-in given by a natural person that authorizes GoodResto or/and a Venue to send marketing communications.
- **No-Show** — an End User who fails to attend a confirmed Reservation without prior cancellation.

- **Aggregate Data / Anonymized Data** — statistical or analytical information derived from Personal Data that has been subjected to irreversible anonymization and cannot be traced back to an identifiable individual.
- **GoodResto Partners** — third-party service providers, contractors, technology providers, payment processors, communication providers, reservation providers, hosting providers or other third parties whose products or services are used by GoodResto to provide, support, secure or operate the Services.
- **Tips** - a functionality allowing End Users to voluntarily provide gratuities directly to the Venue Workers or to the pool that will be divided between Venue Workers via the GoodResto system.
- **Reservation Charge** — any amount payable by an End User in connection with a Reservation, including a deposit, prepayment, booking guarantee, No-Show Fee, cancellation fee, ticket or other reservation-related payment, where such amount and the applicable conditions are determined by the Venue and displayed to the End User before the Reservation is submitted or payment is made.
- **Venue Transaction** — any contractual transaction, agreement, Reservation, purchase, payment, Voucher purchase, Reservation Ticket purchase, Deposit, No-Show Fee arrangement, Loyalty Reward or other arrangement concluded between an End User and a Venue in connection with an offering made available through the Services. GoodResto is not a party to a Venue Transaction solely because the transaction is initiated, communicated, processed or technically facilitated through the Services.
- **Deposit / Prepayment** — an amount paid by an End User in advance in connection with a Reservation, which may, depending on the conditions determined by the Venue, be credited against the price of goods or services provided by the Venue, applied towards the Reservation or otherwise treated in accordance with the conditions presented by the Venue before payment.
- **No-Show Fee** — an amount which the Venue may charge an End User if the End User fails to attend a confirmed Reservation or otherwise breaches the Venue's disclosed booking conditions, provided that the applicable No-Show Fee and the conditions under which it may be charged were disclosed to the End User before the Reservation was confirmed.
- **Reservation Ticket** — a paid ticket, admission or other entitlement connected with a Reservation or an event organised by a Venue, the terms of which are determined by the Venue.
- **Voucher** — a digital or physical voucher, gift card, prepaid credit, ticket, admission or other prepaid entitlement offered, issued and sold by a Venue through the Services, against payment by an End User, and entitling the holder to redeem it with the respective Venue on the conditions specified by that Venue.
- **Payment Processor** — a third-party payment service provider made available through the Services for processing payments, including Stripe and entities within the Stripe group, as applicable.
- **Stripe** — Stripe and/or the applicable Stripe group entity providing payment processing and related payment infrastructure. Stripe's applicable terms, privacy policy and other applicable contractual documents may apply to payments made through the Services.

- **Payment Transaction** — a payment initiated by an End User through the Services in connection with a Voucher, Reservation Charge or another paid offering made available by a Venue.

You may use certain Services, including browsing Venue information and, where enabled by GoodResto, making Reservations or interacting in other way, without creating a GoodResto account. In such cases, these Terms apply to You as an End User to the extent applicable to the relevant use of the Services.

Where a particular functionality requires an account or express acceptance of additional terms, such requirement will be presented to You before You use that functionality.

Where You are required to expressly accept these Terms or specific transaction terms, the date, version and relevant terms accepted by You may be recorded by GoodResto for evidentiary, operational and compliance purposes.

All defined terms are capitalized throughout the Terms.

AGREEMENT TO OUR TERMS

We are GoodResto and We operate the Services that refer or link to these Terms.

The Services allow End User to i.a. discover Venues, browse menus, view contact information, make Reservations, and leave feedback about their experiences.

These Terms constitute a legally binding agreement made between You - End User, whether personally or on behalf of an entity and GoodResto concerning Your access to and use of the Services. You agree that by accessing the Services, You have read, understood, and agreed to be bound by all of these Terms. If You do not agree with all of these Terms, then You are expressly prohibited from using the services and You must discontinue use immediately.

By accessing or using the Services, You acknowledge that these Terms govern Your use of the Services to the extent applicable to such use. Where a particular functionality, Reservation, Payment Transaction or other transaction requires an express acceptance of these Terms or specific transaction terms, such acceptance shall be obtained through the relevant interface before the relevant action is completed.

Where You are required to expressly accept these Terms, the date and version of the Terms accepted by You may be recorded by GoodResto for evidentiary and compliance purposes

We may amend these Terms from time to time. Updated Terms become effective on the date specified in the updated version and may be made available through the Services, including by publication on goodresto.app, the Website or the App, and, where appropriate, by notification to You.

If You do not agree to the updated Terms, You must discontinue use of the Services to the extent that continued use would constitute acceptance of the updated Terms.

Any amendments will not retroactively alter rights or obligations arising from a transaction already concluded, except where such change is required by law or expressly permitted by the applicable transaction terms.

The Services are intended for persons aged 18 or above. Persons under 18 may not create an account or use any functionality for which applicable law requires the user to be an adult.

Where applicable law permits a person under 18 to use a particular Service or enter into a particular transaction with a Venue, such use or transaction may be subject to the applicable legal requirements and the Venue's terms.

GoodResto may restrict access to the Services where it reasonably believes that an End User does not satisfy applicable age requirements.

1. OUR SERVICES

The Services are accessible globally. The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

GoodResto operates a technology platform connecting End Users with independent Venues. GoodResto does not act as an agent, representative, broker, reseller, distributor, merchant, seller, issuer or supplier of a Venue's goods or services solely by making the Services available, displaying Venue offerings, transmitting information, facilitating Reservations or enabling payment functionality.

GoodResto does not own, operate, manage or control any Venue and does not provide restaurant, catering, hospitality, entertainment, event or other services offered by Venues. Nothing in these Terms or in the operation of the Services creates an agency, franchise, partnership, joint venture, employment, fiduciary or other representative relationship between GoodResto and any Venue. GoodResto has no authority to bind a Venue or to make representations, warranties or commitments on behalf of a Venue unless expressly authorised in writing for a specific purpose.

Venue Data and Venue Content are provided, configured and managed by Venues, or, in the case of Unverified / Generic Profiles, may be compiled by GoodResto from publicly available information. GoodResto does not guarantee the completeness, accuracy, legality, availability or currentness of Venue Data or Venue Content and especially content of Generic Profiles that is gathered based on as-is information available online.

A Verified Profile means that the Venue has registered through the GoodResto Portal and has been granted a Verified status. Verification does not constitute an endorsement, certification, guarantee or warranty by GoodResto regarding the Venue, its business, products, services, food, premises, employees, licences, prices, availability, safety or compliance with law. Venues remain responsible for the content they provide.

GoodResto provides only the technical means enabling End Users to discover Venues, submit Reservations, communicate with Venues, participate in certain Venue Loyalty Programs, purchase Vouchers or make Reservation-related payments where such functionality is available.

Unless expressly stated otherwise, GoodResto does not guarantee that any Venue, Venue Content, Reservation, Voucher, Reservation Ticket, Loyalty Reward, payment functionality or other offering will be available at any particular time or in any particular location.

GoodResto may determine which Services, features, Venues, Venue Content and transaction types are made available to particular End Users, locations, devices or jurisdictions, subject to applicable law

GoodResto is not a party to the agreement between an End User and a Venue concerning a Reservation, Voucher, Deposit, Prepayment, No-Show Fee, Reservation Ticket, restaurant service, event, dining experience, product or other offering of the Venue, unless GoodResto expressly states otherwise in the specific transaction.

The Venue is solely responsible for the offering made available to End Users, including its description, price, availability, terms, acceptance, performance, fulfilment, cancellation, modification, refunds, complaints, customer service, taxes and compliance with applicable law. Additional Venue terms may apply to Reservations or other offers and will be displayed at the time of making using a Service. The display of any Venue offering through the Services, including a Reservation, Voucher, Deposit, Prepayment, No-Show Fee, Reservation Ticket, Loyalty Reward or other offer, does not constitute an offer, warranty, endorsement or representation by GoodResto concerning such offering. GoodResto does not independently verify the commercial, legal, tax, regulatory or factual accuracy of such offering.

When You submit a Reservation, purchase or use a Venue offering, join or interact with a Venue Loyalty Program, submit a request to a Venue, or otherwise use a functionality that requires information to be provided to a Venue, GoodResto may transmit the relevant information to the respective Venue as necessary to provide or administer the relevant functionality or transaction.

The information may include, depending on the functionality used, Your name, telephone number, email address, Reservation details, transaction information and comments or other information provided by You.

GoodResto and the relevant Venue may act as separate data controllers where each independently determines the purposes and means of its processing. The respective processing activities are described in the applicable Privacy Policy and, where required, in information provided by the Venue.

GoodResto is not responsible for the Venue's independent processing of Personal Data after the information has been lawfully transmitted to the Venue, except to the extent required by applicable law.

GoodResto does not determine the commercial terms of a Venue's offerings and does not guarantee that a Venue will honour a Reservation, Voucher, Loyalty Reward, Deposit, Prepayment, ticket or any other benefit or entitlement offered by the Venue.

Where a Venue enables payment functionality through the Services, GoodResto acts only as a technical facilitator and does not, solely by providing such functionality, become the seller, issuer, supplier or provider of the underlying Voucher, Reservation, restaurant service, event, ticket or other offering.

GoodResto may use third-party payment processors to facilitate Payment Transactions. The payment processor may have its own terms, privacy policy and other applicable rules, which may apply to the payment transaction. The End User may be required to accept those terms before completing a payment.

Data Processing Roles: for Reservation data, GoodResto and the respective Venue act as independent data controllers. GoodResto processes the Reservation data for the purpose of providing the reservation system, confirmations, reminders, visit history, and service analytics. The Venue processes Reservation data for the purpose of managing and delivering dining services. Both parties process Personal Data in compliance with applicable data protection laws, including GDPR.

Reservation details (including name, phone, email, and comments) are shared with the Venue strictly for managing reservations. Venues act as independent data controllers of the information they receive. GoodResto is not responsible for any misuse of Personal Data by a Venue or improper marketing communications.

GoodResto may determine the order, presentation, visibility and ranking of Venues and Venue Content within the Services using criteria determined by GoodResto, including relevance, availability, location, user preferences, technical factors, commercial arrangements, completeness of information, popularity or other factors. Unless expressly stated otherwise, the position or visibility of a Venue does not constitute an endorsement or recommendation by GoodResto

2. BROWSING AND INFORMATIONAL USE

End Users may browse certain Venue information without creating an account or making a Reservation.

Browsing publicly available Venue information does not require registration unless a particular functionality expressly requires an account.

The Terms and the Privacy Policy apply to the use of the Services to the extent relevant to such use, including browsing, technical access, cookies, security and processing of Personal Data.

Generic Profiles may contain incomplete, outdated or inaccurate information. GoodResto does not guarantee the accuracy or completeness of Generic Profiles.

Browsing Venue information does not itself create a contract for restaurant, catering, hospitality, event or other Venue services. Any such contractual relationship arises directly between the End User and the relevant Venue when the applicable transaction or Reservation is concluded.

Browsing or viewing Venue information does not by itself constitute acceptance of any Venue's terms of sale or create a contractual relationship with a Venue

3. RESERVATION CHARGES AND TRANSACTION INFORMATION

Where a Venue requires a Deposit, Prepayment, No-Show Fee, cancellation fee, Reservation Ticket or other Reservation Charge, the applicable amount, currency, conditions of payment, circumstances in which the amount may be retained or charged, and, where applicable, the conditions for refund or crediting the amount towards the Venue's services shall be displayed to the End User before the relevant payment or Reservation confirmation.

The End User should carefully review such information before completing the Reservation or Payment Transaction.

The Venue is responsible for determining and applying the applicable Reservation Charge and for ensuring that the terms presented to the End User comply with applicable law.

GoodResto does not determine whether a Venue is legally entitled to impose or retain a particular Reservation Charge and does not provide legal, tax or consumer-law advice to the Venue or End User in relation to such charge.

GoodResto does not determine whether an amount designated by a Venue as a Deposit or Prepayment constitutes an advance payment, deposit, security, cancellation charge, reservation guarantee or another legal form of payment under applicable law. The Venue is solely responsible for determining and disclosing the legal and commercial conditions applicable to such payment.

4. PAYMENTS AND PAYMENT PROCESSING

Where paid functionality is made available through the Services, payments may be processed by a third-party Payment Processor, including Stripe.

GoodResto provides the technical interface and integration enabling the End User to initiate a Payment Transaction. Unless expressly stated otherwise in the relevant transaction, GoodResto is not the seller, issuer or provider of the Voucher, restaurant service, event, ticket or other offering purchased from a Venue.

Depending on the payment configuration, GoodResto may technically initiate, transmit, route, facilitate or otherwise support payment instructions through the applicable Payment Processor. Such technical involvement does not make GoodResto the merchant, seller, issuer, creditor or provider of the underlying Venue offering and does not transfer to GoodResto any obligation to perform the underlying Venue Transaction.

The Venue is responsible for the underlying transaction and for determining the applicable price, taxes, conditions, fulfilment, cancellation and refund rules, subject to applicable law.

The Payment Processor may process the payment under its own terms and privacy policy. The End User may be required to accept those terms before completing the Payment Transaction.

The Payment Processor may require the End User to provide payment or identification information directly to the Payment Processor. GoodResto does not need to receive or store the full payment card details where the Payment Processor processes such information directly.

The applicable payment confirmation, receipt or transaction record may identify the Venue, GoodResto, the Payment Processor or another entity involved in the payment flow, depending on the payment configuration used for the relevant transaction.

GoodResto may charge a technical or platform fee to a Venue in connection with Payment Transactions. Any such fee payable by the Venue does not increase the price payable by the End User unless the End User is expressly informed of such additional charge before completing the transaction.

Refunds, cancellations, chargebacks and other payment adjustments relating to the Venue's offering are handled in accordance with the applicable transaction terms and the rules of the Payment Processor. The Venue remains responsible for the underlying refund obligation arising from its offering, subject to the actual payment structure and applicable law.

GoodResto shall not be responsible for any chargeback, payment dispute, payment reversal, card-network dispute, fraud determination, reserve, payment hold, delayed settlement, payment rejection or other action taken by a Payment Processor, card issuer, bank or payment network in

connection with a Venue Transaction. Any such matter relating to the underlying Venue offering shall remain the responsibility of the Venue, subject to applicable law and the applicable payment processor arrangements.

Nothing in these Terms affects the rights and obligations imposed by mandatory payment-services, consumer-protection or other applicable law.

5. REFUNDS, CANCELLATIONS AND COMPLAINTS RELATING TO VENUE TRANSACTIONS

Unless expressly stated otherwise in the relevant transaction, all requests concerning the cancellation, refund, replacement, non-redemption, non-performance or quality of a Voucher, Reservation Charge, Deposit, Prepayment, Reservation Ticket or other Venue offering must be addressed to the relevant Venue.

The Venue is responsible for assessing and processing refunds and other remedies relating to its own offering, subject to applicable law and the specific terms presented to the End User before the transaction.

GoodResto may provide technical assistance in transmitting a refund request to the Venue or Payment Processor, but such assistance does not make GoodResto responsible for the underlying transaction or create an obligation on GoodResto to reimburse the End User.

If a payment has been processed by a Payment Processor, the timing and method of a refund may also depend on the Payment Processor's procedures, the payment method and applicable banking or card-network rules.

6. TAXES AND FISCAL OBLIGATIONS

The Venue is solely responsible for determining and complying with its tax, invoicing, fiscal and accounting obligations arising from the sale and fulfilment of its Vouchers, Reservation Charges, Deposits, Prepayments, Reservation Tickets, restaurant services and other offerings, including the correct VAT treatment where applicable.

GoodResto does not determine the tax treatment of a Venue's offerings and does not provide tax advice to Venues or End Users.

Where applicable, the Venue shall issue the legally required fiscal or accounting documentation relating to the transaction.

Any platform, technology or payment-processing fee charged by GoodResto or the Payment Processor is separate from the Venue's obligations in respect of the underlying transaction.

The Venue is also solely responsible for determining whether and how VAT, sales tax, local taxes, tourism taxes, entertainment taxes, fiscalisation, invoicing or other transaction-related obligations apply to the underlying Venue Transaction.

7. NO-SHOWS AND NO-SHOW FEES

GoodResto may record and process information concerning No-Shows in order to operate and improve the Reservation system, prevent fraudulent or speculative bookings, support Venue operations and enable Venues to apply their own booking policies.

A Venue may establish a No-Show Fee or other consequence for failure to attend a confirmed Reservation, provided that the applicable conditions are presented to the End User before the relevant Reservation is confirmed or payment is made.

A No-Show Fee is determined and applied solely by the Venue. GoodResto does not determine the amount of the No-Show Fee, the circumstances in which it applies, whether the Venue is entitled to retain or charge it, or whether it should be refunded.

For the avoidance of doubt, GoodResto does not determine whether a No-Show Fee constitutes a contractual penalty, liquidated damages, cancellation charge, compensation, deposit forfeiture or any other legal category under applicable law. The Venue is solely responsible for selecting and applying the legal and contractual structure of the relevant charge and for ensuring that such charge is lawful and enforceable.

Where a No-Show Fee is collected through the Services, GoodResto provides only the technical payment infrastructure and transmits the relevant payment instruction to the applicable Payment Processor. The Venue remains solely responsible for the legal basis, contractual validity, amount, application, refund and accounting treatment of the No-Show Fee.

GoodResto is not responsible for any claim concerning the validity, amount, collection, retention or refund of a No-Show Fee, except to the extent such liability cannot lawfully be excluded.

GoodResto may provide Venues with information concerning an End User's No-Show history where permitted by applicable law and as described in the Privacy Policy.

8. LOYALTY, CONTENT AND NOTIFICATION

Loyalty Program

1. Certain Venues may operate Loyalty Programs through the Services.
2. Participation in a Loyalty Program is voluntary.
3. Each Loyalty Program is created, managed and administered solely by the respective Venue.
4. The Venue independently determines, including but not limited to:
 - a. eligibility rules;
 - b. methods of earning stamps, points or rewards;
 - c. reward values;
 - d. expiration dates;
 - e. availability;
 - f. suspension;
 - g. modification; and
 - h. termination of the Loyalty Program.
5. GoodResto only provides technical functionality enabling participation in Loyalty Programs and is not responsible for:
 - a. granting rewards,

- b. refusing rewards,
 - c. changing loyalty rules,
 - d. expiration of rewards,
 - e. availability of rewards,
 - f. termination of a Loyalty Program.
- 6. Separate Loyalty Program Terms may apply where introduced by GoodResto or the Venue.
- 7. GoodResto does not hold or own Loyalty Points or Rewards and does not assume any obligation to fund them

GoodResto Rewards and Promotions

GoodResto may provide functionality allowing Users to participate in Loyalty Programs created by the Venue and may also provide GoodResto Rewards and Promotions based on Users' use of the GoodResto Services. The specific rules and eligibility criteria applicable to any such program, reward or promotion are described or made available to the User where applicable.

Following Restaurants

Users may voluntarily choose to follow participating Venues within the Application.

Users may stop following a Venue at any time through the available Application settings. Unfollowing a Venue may result in the User no longer receiving certain Venue Content, updates, promotional communications or other features made available specifically to followers, subject to applicable law and the relevant Venue's terms.

Unfollowing a Venue does not automatically cancel any Reservation, Voucher, Loyalty Reward or other Venue Transaction already concluded, unless the applicable terms expressly provide otherwise.

Venue content

Venues are solely responsible for all Venue Content published through the Services. GoodResto does not verify, endorse or guarantee the accuracy, legality or availability of Venue Content. GoodResto acts solely as a technical platform displaying Venue Content submitted by participating Venues.

Loyalty Rewards

GoodResto provides only the technical functionality necessary to operate and track a Venue's Loyalty Program.

The Venue is solely responsible for the creation, legal compliance, funding, administration and fulfilment of its Loyalty Program and Loyalty Rewards, including the eligibility rules, earning rules, value and nature of rewards, expiry, exclusions, availability, taxes, consumer rights, complaints, changes, suspension and termination.

GoodResto is not responsible for the Venue's failure to grant, honour, replace or otherwise fulfil a Loyalty Reward or for any loss arising from the Venue's Loyalty Program, except to the extent liability cannot lawfully be excluded.

Any complaint concerning the terms or fulfilment of a Venue's Loyalty Program or Loyalty Reward should be addressed to the relevant Venue.

9. VOUCHERS

Certain Venues may offer Vouchers through the Services.

A Voucher is offered, issued and fulfilled solely by the Venue identified in the relevant offer. The Venue is the sole issuer and contracting party in relation to the Voucher, unless the specific Voucher terms expressly identify another entity as the issuer or supplier. GoodResto does not sell, issue or provide Vouchers and is not the supplier of the goods, services, meals, events, admissions or other benefits to which a Voucher relates.

The Venue is solely responsible for determining and displaying the terms applicable to a Voucher, including its price, value, validity period, expiry date, eligible goods or services, redemption conditions, limitations, cancellation conditions, refund conditions, transferability and any other applicable restrictions.

Before purchasing a Voucher, the End User should carefully review the Voucher's individual terms displayed in the Services. By completing the purchase, the End User enters into the relevant transaction with the Venue on the terms displayed for that Voucher.

GoodResto provides only the technical functionality enabling the Venue to create and display Voucher offers and enabling End Users to place orders and make payments through the available payment infrastructure. GoodResto does not acquire ownership of, title to or beneficial entitlement to the funds paid by an End User for a Voucher merely because the payment is initiated or technically processed through the Services, except to the extent that the applicable payment structure or mandatory law provides otherwise.

The Venue is solely responsible for fulfilling the Voucher and for all matters relating to its sale and redemption, including customer service, complaints, cancellations, refunds, replacement, expiry, acceptance and refusal of redemption, and compliance with applicable consumer, tax and other laws.

GoodResto is not responsible for the failure of a Venue to honour a Voucher, the quality or availability of the underlying goods or services, or the Venue's refusal, cancellation, modification or expiry of a Voucher, except to the extent liability cannot lawfully be excluded.

Payments for Vouchers may be processed by a third-party Payment Processor. The End User may be required to accept the Payment Processor's applicable terms and privacy policy before completing the transaction.

Nothing in this section excludes or limits any mandatory rights of the End User under applicable consumer law.

10. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the "Marks"). Use of our Marks are strictly prohibited.

The Content and Marks are provided in or through the Services 'AS IS' for Your personal, non-commercial use or internal business purpose only.

Your use of our Services

Subject to these Terms, including the Section 'Prohibited Activities', We grant You a non-exclusive, non-transferable, revocable license to access and use the Services for personal purposes or internal business purposes only. You may download or print Content solely for personal use and must retain any copyright notices.

Venue Data and Venue Content supplied by or on behalf of a Venue remain owned by the Venue or its respective licensors. Nothing in these Terms transfers ownership of Venue Data or Venue Content to GoodResto.

The Venue grants GoodResto a non-exclusive, worldwide, royalty-free, transferable and sublicensable licence, for the duration of the Venue's use of the Services and thereafter for so long as reasonably necessary for archival, legal, security, fraud-prevention, dispute-resolution, backup and compliance purposes, to host, store, reproduce, adapt, format, display, publish, distribute and otherwise use Venue Data and Venue Content in connection with the Services and GoodResto's business, including in the App, Websites, Venue-specific webpages, menus, search results, Reservation interfaces, promotional placements, communications and other GoodResto products and channels.

Where Venue Data or Venue Content has been incorporated into historical records, transaction records, analytical datasets or other materials that cannot reasonably be removed without disproportionate effort, GoodResto may retain and use such information to the extent permitted by applicable law.

The Venue represents and warrants that it has all rights, licences, consents and permissions necessary to grant the foregoing licence and that GoodResto's use of the Venue Data and Venue Content in accordance with these Terms will not infringe any third-party rights or applicable law.

GoodResto does not acquire ownership of Venue Data or Venue Content merely by receiving, storing or displaying it.

All software, source code, databases, platform architecture, interfaces, designs, layouts, functionality, GoodResto branding, trademarks, logos, URLs and other materials created or owned by GoodResto remain the exclusive property of GoodResto or its licensors.

Except as set out in this section or elsewhere in Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Any unauthorized

copying or commercial use of the Content or Marks constitutes a material breach and terminates Your license immediately.

We reserve all rights not expressly granted to You in and to the Services, Content, and Marks.

Your submissions

Please review this section and the Section 5 'Prohibited Activities' carefully prior to using our Services to understand the (a) rights You give us and (b) obligations You use our Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), You agree to assign to us all intellectual property rights in such Submission. You agree that We shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You.

You are responsible for what You post or upload: By sending us Submissions through any part of the Services You:

- confirm that You have read and agree with the Section 5 'Prohibited Activities' and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to You or that You have the necessary rights and licenses to submit such Submissions and that You have full authority to grant us the above-mentioned rights in relation to Your Submissions; and
- warrant and represent that Your Submissions do not constitute confidential information.

You are solely responsible for Your Submissions and You expressly agree to reimburse us for any and all losses that We may suffer because of Your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

11. USER REPRESENTATIONS

In case of registration:

By registering and using of the Services, You represent and warrant that: (1) all registration information You submit will be true, accurate, current, and complete; (2) You will maintain the accuracy of such information and promptly update such registration information as necessary; (3) You have the legal capacity and You agree to comply with these Terms; (4) You are not a minor in the jurisdiction in which You reside; (5) You will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) You will not use the Services for any illegal or unauthorized purpose; and (7) Your use of the Services will not violate any applicable law or regulation.

If You provide any information that is untrue, inaccurate, not current, or incomplete, We have the right to suspend or terminate Your account and refuse any and all current or future use of the Services (or any portion thereof).

In case of Reservations:

You represent and warrant that You: (1) provide accurate and complete information, including full name, phone number, email address, reservation date and any additional details that You are free to provide; (2) use the Services only for lawful purposes; (3) may not use the Services to interfere with operations, extract data unlawfully, or infringe intellectual property rights; (4) will not use the Services to make false or speculative reservations; (5) may not make Reservations that You do not intend to honor - we may restrict or suspend access to Reservation features if We detect repeated No-Show behavior or misuse.

12. USER REGISTRATION

Certain functionalities of the Services may require You to create a GoodResto account. Other functionalities, including browsing Venue information, may be available without registration.

Where You create an account, You agree to provide accurate, current and complete information and to keep such information updated.

You are responsible for maintaining the confidentiality of Your account credentials and for activities carried out through Your account, except to the extent that such responsibility results from GoodResto's own failure to maintain appropriate security measures or otherwise cannot lawfully be imposed on You.

You must promptly notify GoodResto if You reasonably suspect unauthorised access to or use of Your account.

We reserve the right to remove, reclaim or change a username You select if We reasonably determine that it is inappropriate, obscene, misleading, impersonates another person or entity, infringes third-party rights, or otherwise violates these Terms or applicable law.

We reserve the right to remove, reclaim, or change a username You select if We determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

13. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which We make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, You agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person or entity.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees, agents or other users engaged in providing any portion of the Services to You.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except for ordinary use of standard search engine crawling and Internet browser functionality, and except where expressly authorised by GoodResto in writing or permitted by applicable law, You may not use, launch, develop or distribute any automated system, including spiders, robots, scrapers, crawlers, data-mining tools or offline readers, that accesses, extracts, monitors or reproduces data or Content from the Services.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer Your profile.

14. USER GENERATED CONTRIBUTIONS

The Services may allow Users to submit reviews, ratings, photographs, comments, questions, feedback and other content ("User Contributions") that may be made available to GoodResto, Venues or other users.

You are solely responsible for Your User Contributions and for ensuring that they are truthful to the extent they purport to state facts, lawful, non-misleading and do not infringe the rights of any third party.

You must not submit content that violates these Terms, applicable law, intellectual property rights, privacy rights, personality rights or other rights of any person or entity.

GoodResto may, but is not obliged to, moderate, restrict, remove, refuse to publish or otherwise manage User Contributions in accordance with Section 18 and applicable law.

The submission or publication of User Contributions does not mean that GoodResto endorses, verifies or agrees with their content..

15. CONTRIBUTION LICENSE

By submitting reviews, photos, comments, or other materials ("User Contributions") to the Services, You grant GoodResto a perpetual, worldwide, royalty-free, non-exclusive, transferable and sublicensable licence to host, store, reproduce, modify, adapt, translate, display, perform, publish, distribute and otherwise use such User Contributions in connection with the operation, development, improvement, security and promotion of the Services and GoodResto's business, in any media or format now known or later developed.

The licence survives termination or deletion of Your account to the extent reasonably necessary for GoodResto to operate the Services, comply with legal obligations, resolve disputes, maintain backups and records, or preserve content that has been lawfully published or incorporated into other materials, subject always to applicable data protection and other mandatory laws..

You confirm that you own or control all rights to your User Contributions and that your content does not infringe any third-party rights or contain unlawful material.

GoodResto may access, store, process, and use User Contributions and related Personal Data according to the GoodResto App and Website - Privacy Policy.

We may use aggregated or anonymized data from User Contributions for analytics and service improvement.

By submitting suggestions or other feedback regarding the Services, You agree that We can use and share such feedback for any purpose without compensation to You.

16. GUIDELINES FOR REVIEWS

We may provide You areas on the Services to leave reviews or ratings. When posting a review, you must:

- 1) Have first-hand experience with the Venue being reviewed;
- 2) Not include offensive profanity, or abusive, racist, offensive, or hateful language;
- 3) Avoid false, misleading, or defamatory statements;

- 4) Not promote illegal activity or violate confidentiality;
- 5) Not post a review for the purpose of unfairly promoting, disadvantaging or manipulating the reputation or ranking of a Venue or competitor, including where the reviewer has a material conflict of interest that is not disclosed;
- 6) Not coordinate review campaigns to influence ratings;
- 7) Not include discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 8) Not make any conclusions as to the legality of conduct;

We may accept, reject, or remove reviews at our sole discretion. Reviews are opinions of individual Users and do not reflect GoodResto's views. We are not generally required to proactively screen all reviews before publication. However, We may review, restrict, refuse to publish, remove or otherwise moderate reviews where We consider it necessary or appropriate under these Terms, applicable law, security requirements or the proper operation of the Services. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, You hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

GoodResto assumes no liability for any review content.

16a. COMMUNICATIONS RELATED TO RESERVATIONS AND SERVICE OPERATIONS

By making a Reservation or creating an account or otherwise interacting with a Service, You agree that GoodResto may send You operational communications related to the functioning of the Services. These communications may include, in particular:

- Reservation confirmations,
- Reservation reminders,
- notifications of changes or cancellations,
- messages related to seating availability or waitlist status,
- follow-up requests for feedback regarding Your dining experience.
- notifications about Payment Transaction

These messages may be sent via email, SMS, push notification, or phone call, depending on the contact details You provide.

These communications are considered essential to the operation of the Services and therefore cannot be opted out of.

Operational communications may also include communications required to administer a transaction, prevent fraud, address payment or security issues, manage account activity, or inform You of material changes affecting a Reservation or other transaction.

Marketing or promotional communications will only be sent where You have provided explicit Marketing Consent (opt-in). You may withdraw such consent at any time without affecting the lawfulness of processing prior to withdrawal.

17. MOBILE APPLICATION LICENSE

Use License

If You access the Services via the App, then We grant You a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by You, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application licence contained in these Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with Your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Apple and Android Devices

The following terms apply when You use the App obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services: (1) the licence granted to You for our App is limited to a non-transferable, non-exclusive, non-sublicensable licence to use the application on a device that utilises the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) We are a sole entity that provides any maintenance and support services for this App as specified in the terms and conditions of this mobile application licence contained in these Terms or as otherwise required under applicable law, and You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, You may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) You represent and warrant that (i) You are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a 'terrorist supporting' country and (ii) You are not listed on any US government list of prohibited or restricted parties; (5) You must comply with applicable third-party terms of agreement when using the App. e.g. if You have a VoIP application, then You must not be in violation of their wireless data service agreement when using the App; and (6) You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application licence contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application licence contained in these Terms against You as a third-party beneficiary thereof.

18. SERVICES MANAGEMENT

We reserve the right to: (1) monitor the Services for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of Your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

Content moderation and illegal content

GoodResto may take measures in relation to User Contributions, Venue Content and other information made available through the Services where GoodResto considers such measures necessary or appropriate under applicable law, these Terms, security requirements or the proper operation of the Services.

Such measures may include restricting visibility, removing content, disabling access to content, limiting functionality, suspending or terminating accounts, or other appropriate technical or organisational measures.

GoodResto may use automated tools and/or human review in connection with content moderation, fraud prevention, security and enforcement of these Terms.

Where required by applicable law, GoodResto will provide the relevant user with information concerning the reasons for a restriction or moderation decision and applicable review or complaint mechanisms.

Where applicable law requires GoodResto to provide a specific internal complaint-handling or review mechanism in relation to a moderation or account decision, such mechanism will be made available in accordance with the applicable legal requirements.

GoodResto may cooperate with competent authorities and other legally authorised entities in relation to illegal content, fraud, security incidents or other matters required by law.

Nothing in this section limits GoodResto's rights to take immediate technical or security measures where reasonably necessary to protect the Services, GoodResto, Venues, End Users or third parties.

19. PRIVACY POLICY

We care about data privacy and security. By using the Services, You agree that the processing of Your Personal Data is governed by the applicable GoodResto App and Website - Privacy Policy.

GoodResto processes Personal Data primarily within the European Union. If data is processed or stored in other jurisdictions (for example, through third-party hosting, analytics, or email service providers), we ensure that such processing is carried out in compliance with GDPR.

20. TERM AND TERMINATION

These Terms shall remain in full force and effect while You use the Services. Without limiting any other provision of these Terms, We reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the services (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate Your use or participation in the services or delete Your account and any content or information that You posted at any time, without warning, at our sole discretion.

Where reasonably practicable and permitted by applicable law, GoodResto may take proportionate measures instead of terminating an account, including restricting particular functionalities, requiring additional verification or temporarily suspending access.

Suspension or termination may be applied where reasonably necessary to protect GoodResto, Venues, End Users, payment systems or the Services from fraud, abuse, security threats, unlawful conduct, repeated misuse or material breach of these Terms.

If We terminate or suspend Your account for any reason, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating or suspending Your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Termination or suspension of a GoodResto account does not automatically cancel or terminate any Venue Transaction previously concluded with a Venue. Any such transaction remains subject to the applicable terms between the End User and the Venue, unless otherwise required by applicable law or expressly stated by GoodResto

21. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. We have no obligation to update any information on our Services. We will not be liable to You or any third party for any modification, price change, fees introduction, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to You. You agree that We have no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

22. GOVERNING LAW

These Terms are governed by and interpreted following the laws of Poland. Any disputes shall be subject to the exclusive jurisdiction of the competent courts in Warsaw, Poland.

23. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

24. DISCLAIMER

The services are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, GoodResto disclaim all warranties, express or implied, in connection with the services and Your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Services' content or the content of any websites or mobile applications and We will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials (for instance in menus, prices, allergens, schedules, etc.), (2) personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the services or from reliance on such data, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services, (7) Venue conduct, performance, or cancellation of Reservations.

All Venue information is displayed “as-is.” Venues - Verified Profiles remain responsible for the accuracy of their own data. GoodResto is an intermediary, not a contracting party between End User and Venues. Links to third-party websites or external menus, information of Generic Profiles are provided for convenience only. GoodResto is not responsible for the content, accuracy, or availability of external sites.

End Users are responsible for informing the Venue directly of any allergy, intolerance, dietary restriction or other food-related requirement and for obtaining confirmation from the Venue before ordering or consuming food.

Venue information displayed through the Services, including allergen information, ingredients, menus and descriptions, is provided for convenience and may be incomplete, outdated or inaccurate. Such information must not be treated as a guarantee that food is allergen-free or suitable for a particular dietary requirement.

GoodResto does not prepare, handle, manufacture, serve or control food provided by Venues and is not responsible for the presence of allergens or other substances in food supplied by a Venue, except to the extent liability cannot lawfully be excluded.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party or other users through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and We will not be

a party to or in any way be responsible for monitoring any transaction between You and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, or give or collect any things from other users You should use Your best judgment, knowledge and comply with applicable laws and exercise caution where appropriate.

The availability of a Reservation, Voucher or other Venue offering displayed through the Services may depend on information supplied by the Venue and may change before a transaction is completed. A displayed availability indication does not constitute a guarantee by GoodResto that the Venue will ultimately provide the relevant offering

25. LIMITATIONS OF LIABILITY

Nothing in these Terms excludes or limits any liability or consumer right that cannot lawfully be excluded or limited under applicable law.

Subject to the foregoing, to the maximum extent permitted by law, GoodResto shall not be liable for:

- (a) the acts or omissions of any Venue or End User;
- (b) the quality, safety, legality, availability, price or performance of any Venue's products or services;
- (c) the cancellation, modification, rejection or non-performance of a Reservation;
- (d) the refusal, non-redemption, expiry, cancellation or non-fulfilment of a Voucher or Loyalty Reward;
- (e) the validity, amount, retention or refund of any Deposit, Prepayment, No-Show Fee, cancellation fee or other Reservation Charge determined by a Venue;
- (f) any tax, fiscal or accounting obligations of a Venue;
- (g) losses resulting from inaccurate or outdated Venue Data or Venue Content, except to the extent caused by GoodResto's own breach of a mandatory legal obligation;
- (h) the operation of third-party services, including payment processors, communication providers, app stores, hosting providers or other third-party integrations, except to the extent liability cannot lawfully be excluded;
- (i) indirect, consequential, incidental, special or punitive losses, including loss of profit, data, revenue, goodwill or anticipated savings, to the extent such exclusion is permitted by applicable law, as well as any errors, price discrepancies, or reservation failures caused by Venues or third parties.

Where GoodResto is nevertheless found liable to an End User for a claim arising out of or in connection with the Services, and to the maximum extent permitted by applicable law, GoodResto's aggregate liability for all claims arising out of the same event or circumstances shall not exceed the greater of: (i) the amount actually paid by the End User directly to GoodResto for the GoodResto service giving rise to the claim during the twelve (12) months preceding the event giving rise to the claim; or (ii) EUR 100.

This limitation shall not apply to liability which cannot lawfully be limited or excluded under applicable law.

In no event our directors, employees, or agents are liable to You or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost

revenue, loss of data, or other damages arising from Your use of the services, even if We have been advised of the possibility of such damages.

GoodResto's liability does not extend to any acts or omissions by Venues or Users.

GoodResto does not monitor, control, or take responsibility for how Venues process Personal Data once it has been transferred to them. Any requests, complaints, or inquiries related to the Venue's processing of Personal Data must be directed to the respective Venue.

26. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Your use or misuse of the Services; (2) breach of Terms; (3) any breach of Your representations and warranties set forth in these Terms; (4) Your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom You connected via the Services. Notwithstanding the foregoing, We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us, and You agree to cooperate, at Your expense, with our defense of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

27. END USER DATA

We will maintain certain data that You transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to Your use of the Services. Although We perform regular routine backups of data, You are solely responsible for all data that You transmit or that relates to any activity You have undertaken using the Services. You agree that We shall have no liability to You for any loss or corruption of any such data, and You hereby waive any right of action against us arising from any such loss or corruption of such data.

GoodResto may anonymize and aggregate data from Reservations and usage patterns for statistical, research, and service improvement purposes. Such Aggregate Data is not Personal Data and may be shared with Venues or third parties.

28. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications We provide to You electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices. Policies, and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

29. TRANSACTION RECORDS AND EVIDENCE

GoodResto may retain electronic records relating to the use of the Services and transactions initiated through the Services, including records of Reservations, acceptance of Terms, transaction terms displayed to End Users, payment status, cancellations, communications, confirmations and relevant technical logs, subject to applicable data protection and retention requirements.

Such records may be used by GoodResto as evidence of the relevant transaction, acceptance, communication or activity, to the extent permitted by applicable law.

The version of transaction-specific terms presented to an End User at the time of a Reservation or Payment Transaction may be retained for evidentiary and compliance purposes.

30. MISCELLANEOUS

These Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between You and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between You and us as a result of these Terms or use of the Services. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences You may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

Any provisions which by their nature are intended to survive termination or expiry of these Terms shall survive, including provisions concerning intellectual property, User Contributions, payments and transaction records, disclaimers, limitations of liability, indemnification, governing law, dispute resolution, data retention and any rights or obligations accrued before termination.

31. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Goodresto sp. z o.o.

Mailing address: Aleje Jerozolimskie 89 / 43, 02-001 Warszawa, Poland

Email: contact@goodresto.app