

## GENERAL CONDITIONS OF USE

Last updated October 21, 2015.

Thanks for using Guestonline Services !

These Terms and Conditions of Use ("TOS") apply to the services offered by our company namely a free online restaurant booking service.

The use of our reservation service entails the unreserved adherence, from the User, to the present General Conditions of Use, unless special conditions agreed in writing by the company TableOnline.

Any other document than these General Conditions of Use, and in particular catalogs, flyers, advertisements, notices, has only informative and indicative non-contractual value.

These Terms of Use are applicable as long as they appear on the platform <http://ib.guestonline.fr>. After the date of their deletion of the platform <http://ib.guestonline.fr>, they will no longer be opposable to the company TableOnline.

### **1. Service provider**

The company TableOnline, SAS with capital of 156.350 € headquartered at 2 avenue Lombes 31300 Toulouse designated as "TableOnline".

### **2. The service**

1. TableOnline offers an online restaurant table reservation service through its Guestonline module.

2. The use of the reservation module on the site of the restaurant in accordance with these Terms and Conditions is free for the User.

However, the User acknowledges that the Guestonline service refers to paid services. In particular, for example, following a reservation made through the Guestonline module, the User acknowledges and accepts that the catering service performed by the third-party restaurateur is chargeable.

The User acknowledges being informed that the third party restaurateur is entitled to require a down payment at the time of booking and that the latter grants himself the possibility of:

- Retain it in the event of late cancellation by the User, ie less than 24 hours before the scheduled date of the service or reservation not honored by the User.
- Refund it at the time of the catering service
- Deduct it from the final amount of the bill at the time of the catering service

The User is informed that if the restaurateur does not confirm the reservation of the User within 7 days, he is entitled to request the refund of his deposit.

The User acknowledges to be informed that the third-party restaurateur is entitled to require a deposit by bank pre-authorization at the time of booking and that the latter reserves the possibility of retaining it in the event of a reservation not honored by the " User or late cancellation by the User, ie less than 24 hours before the scheduled date of the service.

### **3. Terms of Service**

1. In order to use the service, the User connects via his Internet browser to the Guestonline booking module available on the restaurant's website. He is registered by entering the following mandatory information: civility, surname, first name, email address, mobile phone.

The Service may be used only after registering and creating the Service Account.

2. The User accepts these GTC at the time of registration and creates the Service Account.

3. It is the User's responsibility to ensure the validity of his email address.

4. Notifications that the Guestonline platform sends by e-mail will be deemed to have been delivered and received by the date of transmission of the e-mail.

The User has the software and hardware necessary to receive notifications as long as he has the right to use the Service.

#### **4. User's Obligations**

1. By opening an account, the User accepts, expressly and without reserve, the terms of these general conditions and any special conditions present on the site.

2. The User is obliged to transmit accurate and true information, in particular on his civility, his name, his first name, his email address, his telephone, necessary for his proper identification, with a view to the opening of a account.

3. The User commits not to:

- Use the service in any way that may harm TableOnline or its partners;
- Use part of the service as a tool that may be misleading to restaurateurs or for undesirable commercial messages;
- Use an automated process or service to access and / or use the service (such as BOT, "spider" software, periodic caching of information stored by TableOnline or "meta-search");
- Damage, disable, overburden or damage the service (s) connected to the service) or interfere with its use and enjoyment by anyone.

#### **5. Personal data**

TableOnline, in strict compliance with the law and the regulations in force, wants to collect certain information. This information is collected in accordance with the provisions on the protection of personal data.

TableOnline has declared the client files to the CNIL which are registered under the n ° 1269935.

The website "www.guestonline.io" and / or its partners may store information on the User's computer. This information will take the form of "Cookie" or similar file. Cookies are data that do not contain any personal information and that are sent via the server to the hard disk of the user's computer. In particular, the role of cookies is to identify the user more quickly when he is connected and to facilitate his use of the service.

The User acknowledges and accepts that TableOnline reserves the possibility of installing a "Cookie" in its computer in order to record any information relative to the navigation of its computer on the Guestonline platform.

The User is informed by the present general conditions that the personal data indicated as being obligatory on the forms and collected in the framework of the service described in the present general conditions are necessary for the use of this service, are used Solely for the purposes of this service and are intended exclusively for TableOnline and its restaurant partners, who take the necessary precautions in order to preserve, as far as possible, the security of the data.

In addition, the User will be invited at the time of the creation of his account to give or not his consent to TableOnline with regard to the use and / or the transfer of this information in the framework of partnerships and this, in Law, in particular for the purpose of making the User benefit from personalised information and services.

The User has the right to access and rectify this data, which he can exercise by sending a message to the following email address: "contact@guestonline.io".

The User may, moreover, exercise his right to object to the use of this data. This option is provided in each message sent by Guestonline to the User.

## **6. Modification of the Service**

1. TableOnline reserves the right to modify or suspend the Service or certain features at any time and for any reason without prior notice and without obligation to justify its action.
2. Cancellation or suspension by TableOnline may not be motivated and may be made without notice. Once the service is suspended, the service can no longer be used. Once the service is suspended, all the data that the User has stored can not be retrieved.

## **7. Limitations of Liability**

1. TableOnline provides the Service "as is", "with all its imperfections" and "as available". TableOnline does not guarantee the accuracy or timeliness of the information provided as part of the service. TableOnline does not give any express warranty.
2. TableOnline does not guarantee in any way whatsoever the products, services and / or commercial practices of the third parties present on its site.

3. Taking into account the specific nature of the Internet, TableOnline offers no guarantee of continuity of service, being held in this respect only by an obligation of means.

4. TableOnline can not be held liable for damages related to the temporary impossibility of accessing any of the services offered by the GuestOnline platform.

5. All information contained on the GuestOnline platform is subject to change at any time, given the interactivity of the site, without the responsibility of TableOnline.

**6. In general, the User accepts and acknowledges that the reservation is not guaranteed. In this sense, TableOnline does not guarantee the effectiveness of the reservation service. The User acknowledges and accepts that the responsibility of TableOnline is not in any case sought in case of cancellation of reservation, in case of closed establishment, for any reason whatsoever, or in the event of refusal of service, And whatever the cause.**

Similarly, the User acknowledges and accepts that the responsibility of TableOnline is in no case sought in the event that the restaurant does not honor a promotion or a special offer, for any reason whatsoever.

8. The User undertakes to release TableOnline in all cases of liability, damage, loss or expense for any damage or loss caused to property or third parties originating in any way whatsoever in the service.

9. The User can not claim any compensation for any damage, including consequential, special, indirect, incidental, loss of profit. This limitation also applies if TableOnline had or should have known of the possibility of such damages.

## **9. Breach of the GTC**

In the event of non-performance or non-compliance by the User of any of the obligations and stipulations provided for in these GTC, TableOnline may modify, suspend, limit or remove access to the service, without claiming any compensation whatsoever.

TableOnline shall be entitled to claim compensation to compensate for the loss suffered.

## **10. Miscellaneous**

1. All provisions of these GTCs apply to the fullest extent permitted by law.
2. In the event that a court finds an article in these terms and conditions to be inapplicable as drafted, an article shall be substituted for it, the terms of which shall be as close as possible to the intention of the article considered to be inapplicable.
3. TableOnline reserves the right to assign all or part of the Service at any time, with or without notice.
4. The User undertakes not to assign, temporarily or permanently, all or part of his / her rights to use the Service to a third party. Any attempt to assign the User's part will be null and void.

## **11. Applicable law and jurisdiction**

These GTC are governed by French law.

2. Any dispute and / or difficulty of interpretation or execution of these GTC will be the responsibility of the competent courts of Toulouse.