

TERMS & CONDITIONS

Account Terms

- You must be 13 years or older to use our Services.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup/ registration process.
- You are responsible for maintaining the security of your account and password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all activities that occurs under your account (even when Content is posted by others *{who may/maynot have their own accounts}* via your account).
- You must not misrepresent yourself or take on the identity of someone else while using our Services.
- One person or legal entity may not maintain more than one account.
- You may not use the Services for any illegal or unauthorized purpose. You must not, in the use of our Services, violate any laws in your jurisdiction (including but not limited to copyright laws).
- Billing/Invoice generated (if any) is for payments strictly done by Online/ Credit-Debit Cards/ Cash only. (We are not responsible for misinformation/misinterpretation regarding TAX/ VAT/ Invoice-inclusive details provided by you.)

Violation of any of these agreements will result in the termination of your Account. While we prohibits such conduct and content on our Services, you understand and agree that we cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Services at your own risk.

Service Terms

We provide online ordering/ table reservations/ connect to restaurant services (our “Services”). In order for us to provide You with the Services, You must

- Allow us to retrieve, distribute and access Your information (as defined in our Policy)
- Agree that the Developer is not responsible for any issues arising due to the change/ misinterpretation/ fault in delivery/takeaway or reservation timings set by the restaurant.

App and Services: Modifications

We retain all right to determine the features and capabilities included as part of the App and the Services.

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis. Technical support is only available via e-mail. You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

We reserve the right to modify, suspend, or discontinue the App and the Services or modify the Terms from time-to-time, with or without notice to You, and we are not liable to You or any third party should we exercise such right. If You object to any such changes, Your sole recourse is to discontinue using the Services. Continued access and/or use of the Services following notice of any such changes, shall indicate Your assent to and acceptance of such changes.

Attribution

When your application displays any information obtained from our API, you must include a link with the text “Powered by dot n pixel” that links back to <http://www.dotnpxel.com>. This link must be large enough to be visible.

Third Party API Content

The App uses data provided by third parties. These third parties will be identified in the “source” field for appropriate API calls. By using this data, you agree to the Terms of Service for the affiliated third party.

Third Party Contents

The App API may contain links to third party content, webapps, applications or widgets that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party services. In addition, we will not and cannot censor or edit the content of any third-party services, application or widget. By using the Services, You expressly relieve us from any and all liability arising from Your use of the third-party content.

Application location choices

Most mobile devices allow you to turn off location services. For more information about how to do this, please contact your mobile service carrier or your device manufacturer. If you choose to turn off location services, this could affect certain features of our Services.

Data Rights

In order to provide certain Services, You must allow us to use raw data related to the use and distribution of Your Content (“Data”) that will be collected as part of the Services. You hereby grant us a non-exclusive, perpetual, worldwide and irrevocable right and license to utilize the Data to track, extract, compile, synthesize, aggregate, and analyze such Data, including, but not limited to, the creation of anonymous and promotional tracking data (“Tracking Data”). We reserve the right to use, reproduce, distribute and display Tracking Data, in our sole discretion.

Non-Confidentiality And Security

You understand that information that You submit to us, is submitted precisely for the purpose of public disclosure in a variety of media and channels, and therefore such information is not subject to any confidentiality obligation. Certain other limited information, as described in the Privacy Policy may be private and we will use reasonable efforts to maintain the security and integrity of such information You provide to us. However, You acknowledge and agree that we cannot fully eliminate security risks and cannot guarantee that unauthorized access to Your information will never occur.

Disclaimers of Warranty

THE APP, SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND SYSTEM INTEGRATION. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, OR TIMELINESS OF THE SERVICES, OR THAT PROBLEMS WITH THE FOREGOING WILL BE CORRECTED, OR THAT THE SERVICES IS FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS.

Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. IN NO EVENT WILL THE SERVICES, ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ARISING IN CONNECTION WITH THE SERVICES OR THESE TERMS, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITIES, OR

BUSINESS INTERRUPTIONS, OR RESULTING FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SERVICE OR THE APP. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER CONTENT LINKED TO OUR SERVICES.

THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE SERVICES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS IS TO DISCONTINUE USING THE APP AND SERVICES. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, THE AGGREGATE LIABILITY OF THE SERVICES TO YOU FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ALL AMOUNTS PAID BY YOU UNDER THESE TERMS WITHIN THE LAST TWELVE (12) MONTHS, AND (B) FIFTY PLN (PLN 50.00).

General Terms

You and we are independent contracts, and nothing in these Terms creates a partnership, employment relationship or agency. There are no third-party beneficiaries of these Terms. You may not assign these Terms, in whole or in part, to any third party without our prior, written consent, and any attempt by You to do so will be invalid. Should any part of these Terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. Our rights under these Terms will survive any termination of these Terms. You agree that: (i) the App, Services shall be deemed solely based in Warsaw; and (ii) the App shall be deemed a passive webapp that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Warsaw. These Terms will be governed by the laws of the Republic of Poland. You agree that the state and federal courts located within the Republic of Poland will have exclusive jurisdiction over any dispute between You and us. However, You agree that we may seek equitable relief in any jurisdiction when appropriate. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

These Terms constitute the entire and only agreement between You and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter of these Terms.