

AMSTERDAM.RESTAURANT MEMBERSHIP TERMS OF USE

This page sets out the terms for the use of the site and publications of Amsterdam.Restaurant

Mission Statement

With Amsterdam.Restaurant we like to launch a self-sustainable organisation that creates a win-win link between customers and hospitality entrepreneurs from which every part profits.

Vision

In a world in which all digital platforms ask money for the higher positions - for what should be "restaurants guides" or "review sites" - we change the focus on creating honest content. Content that's built on the needs of the local foodie, in a way that both consumers and entrepreneurs profit from our digital food concepts. The members become part of a community that nurtures itself by constant rewards for their commercial spendings. A 360° approach on the local market that keeps small businesses fully serviced and healthy.

Values

Relevant content, innovativeness, transparency, sustainability, giving-back economy, 100% ads free

1. SOME BASICS YOU SHOULD KNOW ABOUT THESE TERMS OF USE

1.1. What this document is and who we are: You are reading a document which is the agreement between you, the Member (whom we refer to as "you", "your" or the "Member" in this document) and us. You are agreeing to the terms of use that appear below by using the Amsterdam.Restaurant Card. We are Amsterdam.Restaurant and we are the operator of this Site, and provider of a range of services related to the Site and Emailmarketing of our Digital Card. Amsterdam.Restaurant can be reached at: info@amsterdam.restaurant for any questions related to our platform or services. Address of our main office is: Van Baerlestraat 44-1, Amsterdam and Vara De Rey 26, on Ibiza. We are part of Lushmore Selection Group SL

1.2. What we do: We provide a platform (including Emailmarketing, this Site, mobile site, etc.) where we publish articles about local businesses of Amsterdam with special Member Rewards and private events. As a platform provider, we help facilitate transactions for Items on our platform. We are never a buyer and usually not the Seller; we provide a venue for the local businesses and you.

1.3. What are all of the legal relationships: Whatever Service or Item you see on the Site it will be subject to the terms and conditions of that local business.

1.4. What we also do: We may provide a forum to submit or post Content, as well as send newsletters and other communications to you.

1.5. Scope of Use: The Site and our Services are for your non-commercial, personal use only and not for business purposes, except as separately permitted in writing. You may access the Site through our standard web, email and mobile browsers and similar consumer applications, but not with any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, or data mine our Site, via scraping, spidering or otherwise. As an exception, revocable at any time by us, operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

2. REGISTERING WITH US AND YOUR ACCOUNT

2.1. Why Register: Depending on the particular functionality of our Site at any time, you may or may not need to Register to use much of its functionality or to access many of our Services and exclusive rights. We reserve the right to decline a new Registration or to cancel an Account at any time when the registration has not been verified or paid.

2.2. How to Register: To Register you need to supply us with your name, email address, and possibly and personal information to acquire the monthly subscription. The bank account connected to your subscription to collect your fees is safely managed by an external payment provider.

2.3. Passwords: During Registration, you will also need to supply us with your password. You must keep the password confidential and immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or any breach of security known to you. You agree that we are not responsible or liable in the event that a person to whom your password is disclosed uses (and/or transacts via) our Services and Site. Please note that you are entirely responsible if you do not maintain the confidentiality of your password.

2.4. Valid email addresses: All Accounts must be Registered with a valid personal email address that you access regularly. Any Accounts which have been Registered with someone else's email address or with temporary email addresses may be closed without notice. We may require users to re-validate their Accounts if we believe they have been using an invalid email address.

2.5. Emails: Amsterdam.Restaurant may send you editorial, administrative and promotional emails. We may also send you information regarding your Account activity and purchases, as well as updates about our Site and Services or other promotional offers. We may also send you information regarding purchases you've made. (You can opt-out of our promotional e-mails at any time by clicking the unsubscribe link at the bottom of any of such e-mail correspondence)

2.6. Push Notifications: Where you have consented, Amsterdam.Restaurant may send you promotional push notifications on your mobile device(s) for general and location-based deals. You can opt-out of our promotional push notifications at any time by changing the preferences on your mobile device.

2.7 Stop membership

You can at all times stop your membership of Amsterdam.Restaurant. Being a local supporter is something we value. And we always provide monthly benefits that will ensure it is a reason to stay – month after month. That said, if you like to stop your membership you can always do so by sending an email to: info@amsterdam.restaurant with the subject: cancellation. Your monthly fee will then be cancelled from the moment of the next billing period.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Amsterdam.Restaurant grants you a limited, personal, nontransferable, nonexclusive, revocable license to access and use the Site pursuant to this Agreement and to any additional terms and policies set forth by Amsterdam.Restaurant. All intellectual property rights (including all copyright, patents, trademarks, service marks, trade names, domain names, social media identifiers, designs, whether registered or unregistered) in the Site and Services, materials, information and content on the Site or accessed as part of the Services, any database operated by us, all the Site design, text, graphics, software, photos, video, music, sound, data, all software compilations, underlying source code and software (including applets and scripts), and all their selection, coordination, arrangement and enhancement shall remain our property (or that of our licensors). You shall not, and shall not attempt to, obtain any ownership or title to any such property. All rights are reserved.

3.2. None of the material listed in section 3.1 above, in whole or in part, may be reproduced, distributed, copied, modified, distributed, published, downloaded, displayed, posted, performed or transmitted in any form or by any means, sold, rented, re-sold, licensed or sub-licensed, used to create derivative works, or in any way exploited without the prior express written permission of the Amsterdam.Restaurant or the copyright owner, except as otherwise expressly stated under copyright law. You may, however, retrieve and display the content of the Site on a computer screen, store such content in electronic form (but not on any server or other storage device connected to a network). You may not otherwise reproduce, modify, copy, distribute, display, perform or use for commercial purposes any of the materials, information or content on the Site without our permission. If downloading, copying, redistribution, retransmission or publication of copyrighted material is permitted by law, you will make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties. In addition, you may not make any use that exceeds or violates this Agreement.

4. Redemption of Amsterdam.Restaurant reward

4.1 Unless expressly stated otherwise:

- (a) the reward can be redeemed multiple times;
- (b) the Reward can only be redeemed by showing your Amsterdam.Restaurant Pass with the Merchant;
- (c) you must follow the redemption instructions associated with the Reward when you redeem it
- (d) The Rewards are for exclusive use with Amsterdam.Restaurant and Amsterdam.Restaurant Membership only