

# TERMS AND CONDITIONS

## Introduction

The website "thegallorosso.com" of the Ristorante Gallo Rosso (the "Company") provides an online platform (hereinafter referred to as the "Site") for the benefit of the potential customers of the Company, and also to help them book reservation with the Company online.

Before you can use the site or any of the services of the Company, it is an absolute prerequisite that you first unconditionally agree with these terms and conditions and privacy policies. Hence, we highly encourage you to completely read and discern these terms and conditions and privacy policies prior to any usage of the site or any of the services found therein.

These documents are the policies and rules which govern your use of the site and the Company's services, any information which you may give to the same, the information which you may receive, and all matters relating to your use of the site or its services.

Therefore, if you disagree with any of these terms, then you are hereby required to immediately discontinue your use of the site or its services, until such time when you have already, and actually accepted and agreed to all these terms. Should you decide to continue in any way your use of the site or any of its services, you hereby acknowledge your agreement to be bound by these documents, or even any changes made therein by any officer, agent, or employee of the Company.

## Amendments

You acknowledge and agree that the Company, in its sole discretion, can modify these terms and conditions as it sees fit, without having the obligation to give you any form of notification. You further agree that any amendments to these documents shall be automatically binding on you, and that the duty and responsibility of updating yourself with any changes is solely yours. Should the Company decide to notify you anyway of any amendments to this document, you agree that the latter has the sole discretion to choose any medium with which to inform you of such changes.

## Website Access

The site does not warrant or represent that you will be able to access the site at any given time – service interruptions may occur due to reasons beyond the control of the site, or because the site has to undergo a maintenance procedure. The site hereby disclaims any liability relating to its performance, functionality, accuracy, quality or availability, and reserves the right to stop, modify, or reduce any component of its service, without the need of any prior notice to you.

You hereby agree that you will be solely responsible for setting up the required prerequisites in order to ensure the competent execution of the site, which can include a good Internet and Mobile access, or the appropriate device. You hereby agree to hold the site or the Company

harmless of any liability pertaining to a reduced functionality of the site arising from an incompatible device, a substandard internet connection, or for any reason.

### **Website Information and Listings**

By using the site of the Company, you hereby agree that any content or information which can be found on the site or the services of the Company, including any information given with respect to menu items, prices, or bookings availability, is only provided to you on an "AS IS" basis, and is not intended to serve as expert, health, legal, financial, expert, technical, or any form of advice to be relied upon in any way. You are therefore highly encouraged to do your own independent verification, confirmation, and fact finding on any information provided by the site or the Company, including any services, listings, or prices listed. The Company makes no guarantees, warranties, or representations of any kind regarding the reliability, accuracy, or veracity of any information contained in this site. You hereby further release the Company from any liability or danger which you might encounter any use of information on the site or its services.

You therefore agree that the Company, or any of its employees, agents, directors, shall in no way be liable to you for any information contained on the site, or any inaccuracies or errors on the site.

You also agree to further release the Company for any loss or damages which you might encounter, whether directly or indirectly, or any loss which you might suffer in connection with, or arising from, or directly because of your use of the site or the services of the Company,.

### **User Behavior**

Any immoral or illegal behavior, or any action which is in violation of these terms and conditions and privacy policies is absolutely prohibited by the Company on its online platform. You hereby promise and guarantee that you will only use this site for legal and moral purposes, and that you will not violate any of these terms and conditions or privacy policies, and that you will not violate any laws and regulations.

You expressly agree not to:

- Maltreat, bully, or offend other users of the site
- Create false bookings or transactions, or do any fraudulent actions through the site
- Engage in or spread any content which can be customarily considered as offensive, defamatory, unlawful, or obscene
- Engage in acts of spamming, contests, pyramiding, or other unscrupulous schemes or acts
- Use the site as a lead generation tool in order to get leads for your own personal benefit, or

to create lists for other purposes, without the consent of the Company for both these incidents.

- Upload viruses, documents, hacks, or any files which might harm the site or its functions.
- Use scripts or software on the site.
- Stalk or harass other members
- Any other unlawful or immoral acts, or acts which are in violation of these terms and conditions.

## **Warranty**

You hereby acknowledge and agree that you are completely and solely responsible for your actions on the site or when using the services of the Company, including all its legal implications. You further agree that the Company has no responsibility or assumed liability for any of your actions, or the actions of other users.

The site and the Company provides no warranty concerning the availability, quality, or reliability of any of the services or items found on the site.

## **User Information**

For the booking function of the Site, you hereby agree that you may be required to undergo a user registration, and / or to provide your information. With this, you agree that you will only submit and provide to the Company, correct, up to date, and relevant information, and that you will not give any false, inaccurate, or misleading information, or information that is intended to mislead other users or even the Company. You hereby absolutely agree that the responsibility of ensuring the authenticity and relevancy of your information is solely yours. You also acknowledge that the Company, in its sole discretion, may modify or delete any information which you may have submitted or given to the site.

In your user registration, or as a requirement for registration, you may be required an email, username, password, or any other information to help facilitate booking your table with the Company. You agree that the sole responsibility of keeping your account safe and secure is yours.

Should you become aware of any unauthorized use or access of your account or email, or have become aware of any breach in the security of your account or email, then you hereby agree to immediately notify the Company. Further, you hereby agree to release the Company for any liability or claims arising from or in connection with any security breach of your account, or even any unauthorized use of your account. If the unauthorized use of your account causes damage to third parties, you hereby agree to absolutely indemnify the Company for such an incident, and to pay all litigation and related expenses for any claims arising from, or in connection with any unauthorized use of your account.

You hereby also expressly promise that you will never create multiple accounts in the site, and that your present account is not transferable.

### **User Indemnity**

By using the site or any of its services, you agree to protect and uphold the reputation of the Company at all times in all your activity and transactions. You hereby absolutely agree to indemnify the Company for any potential or actual liability, losses, or damages which it might encounter or arise if you breach any of these terms and conditions, or violate any law, or for any conduct or action of yours which results in any threatening or damaging act to the Company, and promise to incur all costs of litigation, or related expenses of the Company concerning any disputes or claims which may arise in connection with, whether directly or indirectly, from any of your acts.

### **Limitation of Liability**

By using the site or any of the services of the Company, you hereby agree to release the Company from any liability, claims, or damages which may arise directly or indirectly, or in connection with your use of the site or its services. If this provision shall be limited by any Court of law, you expressly agree that the maximum liability of the Company to you is your actual losses, or Euro 100, whichever is lower.

### **Violations of terms and conditions**

You agree that the Company has the sole discretion, for any violation of these terms and conditions or privacy policy, to issue a suspension or reprimand, or even to terminate your account. This holds true in situations where the Company is unable to verify any of the information which you have submitted, or believe in its sole discretion that you committed any illegal or immoral act.

You agree that any decision of the Company regarding this matter is final and unappealable, and that any action or even inaction or leniency of the Company shall not be construed as a waiver of its rights to claim under any law or court of competent jurisdiction.

### **Termination of User's Account**

You agree that at all times, the Company has the sole discretion to maintain, reduce, or determine who are its users, and that the Company can terminate any account in its sole discretion, without the need of any particular justification. You also agree that the Company has the sole discretion to determine on which devices its site will work, and in which languages and/or countries it will be offered.

You agree that the termination of your account will mean that you will no longer be authorized to use or access the site or any of the Company's services – however, you also hereby agree that even if your account is terminated, you are still be bound by any prohibitions or requirements on your part contained in these terms, which shall survive the termination of your account.

### **Updates to the Website**

The Company may update its services, items, prices, system, or features as it sees fit, and reserves the right to discontinue any of the features or services of its site as it sees fit, without the need of any prior notice to its users.

### **Links**

Various links may be featured on the site for your convenience. If you click on any of these links, or are redirected because of these links to another site, you hereby acknowledge and agree that the operations and content of the target websites of these links are beyond the control of the site or the Company. As such, you hereby release the Company from any liability or claim if you are exposed to any danger or harm by visiting such sites or by clicking on these links.

### **Applicable Law**

These terms and conditions, and any dispute and interpretation required which may arise from your usage of this website shall be governed exclusively by the laws of Italy, and all judicial actions shall have this as the venue, to the exclusion of all possible venues.

### **Privacy Policy**

This Privacy Policy governs the collection and the use of your personal information on the site. Whenever you use the site or the services of the Company, you hereby agree to give authorization to the Company to collect your information which you expressly provide, or which the Company can collect as an incident to your use of the site or its services, or which can be gathered from other sources including the internet, search engines, mailing lists, advertisers, contractors, and the like.

You hereby agree that the Company may collect from you the following details: name, address, email, and any other details, and that this agreement also constitutes your automatic authorization to allow the Company, or any of its third party payment facilities installed to collect information from you for booking purposes. You hereby likewise authorize the Company to store these collected information of yours either in its website or servers for booking purposes.

For your convenience, you are also encouraged by the Company to enable the usage of your cookies in order to fully utilize the functionality of the website. You agree for the Company to utilize cookies in order to collect your information.

You also agree to authorize the Company to store your user and website behavioral information on its site, which may include but are not limited to your ip details, browser used, navigation patterns, landing pages visited, length of stay on certain pages, and other analogous information. Should you provide personal information which belongs to a third party to the Company or to the site, you are required to have previously presented these terms and conditions and privacy policy to that person, and received in writing their consent to be bound by the same.

You agree that the Company may use your collected information for either its primary or secondary purposes, which may include sending you personalized offers, designs, or services, and also to possibly help facilitate better communication and information between the Company and yourself, or between you and other users.

You also agree that the Company may retain your collected personal information that it has collected for up to 2 years counted from your last actual usage of the website or the Company's services. After this period has lapsed, you agree that in order to remove this information of yours, you would be required to formally request from the Company the removal of your information (if still existing), unless required by law or governmental authority to be retained.

## **GDPR Compliance Addendum (For EEA visitors)**

### **General**

I. On 25 May 25, 2018, the new EU General Data Protection Regulation ("GDPR) under EU took effect. This addendum is for the purpose of compliance with the said regulation.

The responsible person for this compliance/addendum shall be Ristorante Gallo Rosso Vicolo A. Tomacelli 4 25087 Salò (BS) Italy ("Data Controller") and this privacy policy shall be revised every 2 years.

If you have any questions or messages in relation to this GDPR compliance, you can reach our data controller through our contact page.

### **Purpose of Collection of Personal Information**

III. This website ("We", "Site", "Company") values the personal information which you entrust with us. In general, we will use your personal information for the following purposes:

1. To comply with laws and regulations as may be required.
2. To perform collection, processing and disclosure of personal data in relation to legitimate interests of our business.

The basis for our collection of personal data are these legitimate interests, and/or the consent provided by users of our site. In relation to this purpose, we may share your data with our partners, service providers, employees, third parties, subsidiaries, and affiliates.

In cases where you have provided your consent for the collection or processing of your information, you have the option to withdraw the same by informing us of your decision, or contacting us at our contact page.

Whenever we share your data to our subsidiaries and third parties, we shall ensure that these entities also adhere to this GDPR policy, or governed by a similar data protection act

### **Principles of GDPR**

III. In accordance with Article 5 of the GDPR, your personal data under our watch shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject;
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; we shall review our data every year, and erase information that is no longer necessary.
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.

### **Rights of Data Subject**

Under the GDPR, you have the following specific rights:

The Right of Access

The Right to Rectification

The Right to Erasure

The Right to Restrict Data

The Right to Object  
The Right to Data Portability  
The Right to Complain to the ICO.

If you want to exercise any of these rights, please don't hesitate to contact us at our contact page.

### **Breach**

If a breach of security occurs which leads to an unauthorized modification, deletion, disclosure, or modification of access with respect to personal data, we shall assess the risk, and if appropriate, we shall report the same.

### **Data Which We Collect**

We collect the following information:

1. Name
2. Email
3. Phone
4. Address