

TABLE OF CONTENTS:

I.- GENERAL TERMS AND CONDITIONS OF USE OF THE PORTAL AND CONDITIONS FOR THE PROVISION OF SERVICES BETWEEN GUT HOST-13, S.L. AND USERS

1) PORTAL OWNERSHIP

2) GENERAL TERMS AND CONDITIONS OF USE OF THE PORTAL

2.1.- Introduction

2.2.- Intellectual and industrial property

2.3.- Liability of GUT HOST-13, S.L.

2.4.- User obligations

2.5.- Correspondence

2.6.- Clause invalidity

2.7.- Applicable law and jurisdiction

3) CONDITIONS FOR THE PROVISION OF SERVICES BETWEEN GUT HOST-13, S.L. AND USERS

3.1.- Preliminary information

3.2.- Complaints

II.- PERSONAL DATA PROTECTION POLICY

1.- Data controller

2.- Purpose of personal data processing

3.- Transfer of your data

4.- Your responsibility

5.- Rights

6.- Personal data security

7.- Changes to the privacy policy

I.- GENERAL TERMS AND CONDITIONS OF USE OF THE PORTAL AND CONDITIONS FOR THE PROVISION OF SERVICES BETWEEN GUT HOST-13, S.L. (AND USERS

1) PORTAL OWNERSHIP

In accordance with the general information obligation set down in section 10 of Spanish Act 34/2002, of July 11, on Information Society and Electronic Commerce Services, please be advised that the identity details of the owner of the portal are as follows:

COMPANY NAME: GUT HOST-13, S.L.

VAT No. (CIF): B-65260044

2) GENERAL TERMS AND CONDITIONS OF USE OF THE PORTAL

2.1.- Introduction

The aim of these General Terms and Conditions of Use of the Portal, together with the General Conditions of Contract governing the service provision and/or any special conditions that may be established, is to regulate both access to the information as well as the commercial/ contractual relationships that may arise between GUT HOST-13 and Portal users.

You acquire User status if you browse through the Portal and/or use the services it provides.

Browsing through and/or using any of the Portal services means that, as a User and without reservations of any kind, you agree to each and every one of these General Terms and Conditions of Use, the General Conditions of Contract which, where appropriate, may govern the provision of services offered on the Portal, as well as, where appropriate, the Special Conditions which, where appropriate, may be in place with respect to the provision of services.

GUT HOST-13 may, at any time and without prior notice, change these General Terms and Conditions and/or the special conditions which, where appropriate, are included, by publishing these changes on the Portal in order to inform Users.

2.2.- Intellectual and industrial property. Link prohibition.

All of the contents that are shown on the Portal and especially artwork, texts, graphics, logos, icons, buttons, software, trademarks, brands, industrial designs and any other signs that may be used for industrial or commercial purposes are subject to the intellectual and industrial property rights of GUT HOST-13.

Under no circumstances shall it be understood that a license has been granted or said rights have been waived, transferred, or totally or partially assigned or any right or expectation of right has been granted and, especially, the right to alter, exploit, reproduce, distribute or publicly disseminate these contents without the prior, express authorization of GUT HOST-13.

No link may be built to the Portal from any other website without the prior, express consent of GUT HOST-13.

Any links added to the GUT HOST-13 website, unless stated otherwise, are intended purely for information purposes and under no circumstances do they represent any suggestion, invitation or recommendation in their regard. These links do not indicate any type of relationship between GUT HOST-13 and the individuals or companies owning the websites that can be accessed via these links. These websites cannot be altered, changed, modified or adapted.

GUT HOST-13 reserves the right to remove, unilaterally and at any time, the links incorporated into its websites. GUT HOST-13 does not assume any liability for the contents of any forum or debate (chat) or any types of broadcasts that are connected to these linked websites and shall cooperate in identifying people who are responsible for contents that infringe the law if required by judicial order or by the pertinent authorities.

All brands, in their general sense, contained on the RESTAURANT GUT website are protected by law.

2.3.- Liability of GUT HOST-13

i. GUT HOST-13 shall be liable for any damages or losses that you may suffer as a consequence of using the Portal when such damages are directly attributable to malicious or negligent behavior by this company and no blame or negligence lies in your behavior. In any event, the behavior of GUT HOST-13 shall not be regarded as malicious or negligent when it can prove that it has fulfilled legal and regulatory standards and requirements and other precautions and diligence demanded by the nature of the service.

ii. The Information Society Services offered on the Portal and which do not need to be contracted previously are offered to you free of charge and, in return, you only have to abide by the rules of use set down in this Legal Notice. With respect to these services, GUT HOST-13 is, therefore, under no obligation to fulfil certain availability levels for the Portal or adopt specific security measures. In the same way, GUT HOST-13 may suspend, remove or partially or totally cancel any services that are not under contract at any time and without the need for prior notice.

iii. Under no circumstances does GUT HOST-13 supply the Internet connection required to access the service and it is your own responsibility. This website has been designed to support browsers and GUT HOST-13 is not liable for any damage, of any kind, which may be caused to you resulting from the use of other browsers or different versions of the browsers for which the website has been designed.

iv. Please be advised that correspondence via open networks is not secure. You are responsible for adopting all suitable technical measures to reasonably control these risks and to prevent damage to your computer, loss of data and theft of confidential information.

v. GUT HOST-13 is not liable for any damage that may result from but is not limited to: (i) Interferences, omissions, interruptions, computer viruses, failures and/or disconnections in the running of the electronic system or in the computer devices or equipment, produced by causes beyond the control of GUT HOST-13, which prevent or delay provision of the services or browsing; (ii) Delays or freezing in use caused by Internet failures or overloads or in other electronic systems that

HOST-13; (iv) Any differences in the information, documents and/or other contents on the Portal that or allow access on grounds not attributable to GUT HOST-13, including cases of *force majeure*.

vi. The use that you give to the services and/or data, and/or information supplied to you via this website shall be on your account and at your own risk. In particular, GUT HOST-13 does not guarantee, under any circumstances, that Users use the Portal in accordance with the law, with these General Terms and Conditions, with generally accepted morality and good practices or with public order, or that they do so diligently and wisely.

vii. Likewise, and should Users be minors or disabled persons, use of the website shall be under the full responsibility of their parents, legal representatives or guardians, who shall accompany, supervise or take the appropriate precautions while the former is browsing through the websites. Therefore, and without prejudice to the provisions of this Legal Notice, in their capacity as parents, legal representatives or guardians, they shall be responsible for their underage or represented children accessing the services, products or contents of GUT HOST-13 and for their registration. As a consequence, we recommend that you accompany, supervise or take the appropriate precautions (computer use time rules, location of the computer in a common area at home, etc.) while they are browsing through the websites.

viii. In addition to the above, please be reminded that some browsers enable you to change their settings so that children or other persons cannot access certain websites. Even so, we recommend that you assist in browsing, as some websites may not have been classified.

2.4.- Your obligations

i. In general terms, you are obligated to fulfil these General Terms and Conditions of Use, where appropriate, any applicable Special Conditions, as well as to comply with the specific warnings or instructions of use they contain or which are on the Portal.

ii. At all times, you shall use the services on this website legally in accordance with valid laws and regulations, adhering to the intellectual property rights of GUT HOST-13 or of third parties.

iii. In this respect, you guarantee that the activities you carry out via the website shall conform to the law, morality, public order and good practices and under no circumstances shall they offend the good name and commercial image of GUT HOST-13, other website Users or third parties.

iv. You shall exercise the diligence suited to the nature of the service you enjoy and, through the services that GUT HOST-13 places at your disposal, you shall not carry out any action that may damage or alter the contents of the website or hinder its smooth running. Through its mere use, you expressly undertake not to cause technical problems of any kind, transfer elements that may carry computer viruses or damage, interfere with or intercept the website totally or partially, or control or tamper with the e-mails of other Users.

2.5.- Correspondence

For the purposes of these General Terms and Conditions, and for any correspondence that is necessary between you and GUT HOST-13, you may contact the Customer Support Service by e-mail (by sending a message to: restaurantgut@gmail.com) or by written correspondence addressed to the Marketing Department, GUT HOST-13 S.L. (C/ Perill 13 Bajos, 08019, Barcelona)

Any correspondence from GUT HOST-13 to you shall be made to the contact details you provided when you registered on the website.

2.6.- Clause invalidity

If any of the contents of these General Terms and Conditions of Use of the portal were declared totally or partially invalid or ineffective, such declaration shall only affect the contents or the part that is invalid or ineffective. The rest of the General Terms and Conditions shall remain valid and such contents or part that are affected shall be regarded as not having been published unless, because

entirety.

2.7.- Applicable law and jurisdiction

These General Terms and Conditions for accessing, browsing and using the website, as well as any relationship between you and GUT HOST-13, shall be governed by Spanish laws and regulations. The parties expressly waive the jurisdiction they may be entitled to and yield to the Courts and Tribunals of Madrid to settle any dispute which may arise in the interpretation or execution of these contractual conditions.

3) CONDITIONS FOR THE PROVISION OF SERVICES BETWEEN GUT HOST-13 AND USERS

3.1.- Preliminary information:

These General Conditions of Contract together, where appropriate, with any Specific Conditions that may be established shall expressly regulate the relationships which GUT HOST-13, with VAT No. B25452566 and registered office at C/ Perill 13 Bajos, 08019, Barcelona, enters into with you via the Portal.

The use and/or provision of any of the services on the Portal means that you agree, as a User, without reservations of any kind, to each and every one of the General Conditions of Contract, of the General Terms and Conditions of Use of the Portal as well as the Special Conditions.

GUT HOST-13 draws your attention to the procedures for receiving the services offered, which are those that are described in these general conditions, and the specific procedures that are shown on your screen during browsing, in such a way that you state that you know and accept these procedures as necessary for accessing the services offered on the Portal.

3.2.- Complaints:

GUT HOST-13 has Complaints Forms available for its customers at the establishment in question. We recommend that you process any complaints at the establishment responsible for the effective provision of the service.

II.- PERSONAL DATA PROTECTION POLICY

1.- Data Controller

In compliance with Regulation (EU) 2016/679 on Personal Data Protection and Spanish Act 34/2002, of July 11, on Information Society and Electronic Commerce Services (LSSI), you are hereby informed and expressly consent to the personal data that you give us through this website, www.restaurantgut.com (hereinafter referred to as the Website), being stored in the activity register controlled by GUT HOST-13, S.L. (Single-Member), with registered office at C/ Perill 13 Bajos, 08019, Barcelona, which guarantees full compliance with applicable laws and regulations at any given time on personal data protection. If you have any queries regarding data protection, please contact the Privacy Officer of GUT HOST-13 by e-mailing restaurantgut@gmail.com.

2.- Purpose of personal data processing

GUT HOST-13 shall process your personal data in order to carry out the following activities:

Purpose	We will process your personal data...*	We may process your personal data for this purpose because...
1. Customer Support Service	<i>Until you ask us to stop doing it</i>	<i>We need to process the personal data you send us via customer support service channels to be able to reply to your requests in each of the cases and, in this way, meet our contractual or pre-contractual undertaking with you.</i>

2. Booking and Take Away Order Management		When you either book a table in a restaurant or you order a take away, we need to process your personal data to provide this service.
3. Promotional correspondence. To send you promotional correspondence, even via electronic means, on the activity carried out by RESTAURANT GUT.		To maintain the contractual relationship. If you are registered in our database, we will send you commercial information and advertising about RESTAURANT GUT products and services through the contact details we have. You may change your preferences in this respect at any time.

If you have subscribed to receive commercial information, you may cancel your subscription at any time electronically by e-mailing: restaurantgut@gmail.com.

When collecting data, we will tell you whether the data being collected is voluntary or obligatory. Refusing to provide data classified as obligatory will mean that you will not receive or be unable to access the service for which they were requested.

4.- Your responsibility

You are prohibited from including in the free text fields of the website any personal data belonging to third persons, or personal data relating to ideology, union membership, religion, beliefs, racial origin, health or sexual orientations. If you fail to fulfil this obligation, you will be accountable before GUT HOST-13 and third parties for any damage and/or losses you may cause as a result of the abovementioned non-compliance.

Accessing the services, products or contents or registering through any of the personal data request forms on our website is your full responsibility. If the User is underage or disabled, full responsibility lies with their parents, legal representatives or guardians, who should, in any event, accompany, supervise or take the appropriate precautions while they are browsing through the websites.

Likewise, please note that GUT HOST-13 is unable to check the truthfulness and accuracy of the personal data provided. As a consequence, we recommend that in cases of these activities you supervise the registration process of your children or those you represent. Where appropriate, GUT HOST-13 will manage any requests resulting from the exercise, by parents or tutors, of the rights of access, rectification, objection, cancellation, limitation and portability of the data of minors or disabled persons, without prejudice to your contacting us to make the caveats that you deem fit by any of the abovementioned means.

You are also obligated to hold GUT HOST-13 harmless against any claim that may be filed against it (especially if proceedings of any kind are instituted by the Spanish Data Protection Agency for non-compliance by Users with the obligations set down in this Privacy Policy or in applicable laws and regulations at any given time on personal data protection and you agree to pay any amount which, by way of a penalty, fine, indemnity, damages, losses or interests, GUT HOST-13 may be condemned to pay, including lawyers' fees, resulting from the abovementioned non-compliance).

5. Rights

You may exercise the rights described below before GUT HOST-13. To this end, all you have to do is send a written statement to the e-mail address restaurantgut@gmail.com, enclosing a copy of your Spanish ID card or equivalent document. If your request does not meet the necessary requirements, GUT HOST-13 may ask you to correct it. If you believe that your request has not been dealt with correctly, you may file a complaint with the Spanish Data Protection Agency. Your data protection rights are described below:

Right	What does it consist of?
Right of access	Consulting which personal data are processed by GUT HOST-13.
Right of rectification	Changing the personal data processed by GUT HOST-13 when they are inaccurate.
Right of objection	Asking RESTAURANT GUT not to process your personal data for some specific purposes.
Right of erasure	Asking RESTAURANT GUT to erase your personal data.

<i>Right of portability</i>	<i>Asking RESTAURANT GUT to give you the information it processes about you in electronic format.</i>
<i>Right to file a complaint with the competent authority</i>	<i>If you are not satisfied with the way in which RESTAURANT GUT has processed your data, you may notify the Spanish Data Protection Agency, as the competent authority.</i>

6.- Personal data security

GUT HOST-13 shall fulfil its confidentiality obligation with respect to your personal data and its duty to safeguard them and adopt the necessary technical and organizational measures which guarantee the security of the personal data and prevent their alteration, loss, processing or unauthorized access, having regard to the state of technology, the nature of the data stored and the risks they are exposed to, whether resulting from human action or the physical or natural environment.

7.- Changes to the privacy policy

GUT HOST-13 reserves the right to change, at any time and without the need for prior notice, the contents of each and every one of the points included in this Privacy Policy in order to adapt them to the laws and regulations applicable at any given time or to the operation or incorporation of new services. Should the abovementioned change be made, GUT HOST-13 shall publish in a suitable manner on the website the changed or updated Privacy Policy so that it is available to you and any other party concerned.

In any event, the applicable Privacy Policy will be the last one you agreed to.

III. COOKIES POLICY

GUT HOST-13 uses cookies when you browse through the Portal websites and pages. The cookies that may be used on the Portal websites and pages are only linked to the browser of a specific computer (an anonymous User), and do not provide, on their own, your first or last name. Through cookies, GUT HOST-13 can recognize preferences with respect to the Portal contents you selected on previous visits so it can remind you of your preferences without you having to select them again on subsequent visits. The cookies used cannot read the cookie files created by other vendors. You may change the settings of your browser so that you are informed on screen of the reception of cookies and prevent them from being stored on your hard drive. In order to use the Portal, you do not have to allow the cookies sent by GUT HOST-13 to be stored although, in this case, you will have to make this selection whenever you visit the Portal. GUT HOST-13 may serve the cookies used on the websites and pages of the Portal but in this case, they are served from servers' other than those it operates or from the servers of third parties who provide services for GUT HOST-13 and serve the cookies on behalf of GUT HOST-13. As long as you have not activated the option that prevents cookies from being stored on your hard drive, you may explore your hard drive following your operating system instruction manual and support.