## Terms and Conditions

Read the terms and conditions of RESTAURANT AD ONLINE here.

1. Definitions 1.1 RESTAURANT AD ONLINE: located in Salzburg, operating under Chamber of Commerce number 91 331/1775.

1.2 Advertiser: the legal entity that commissions the advertising agency to perform tasks in the field of media creation, purchasing, and strategy, including making advertisements or commercials public via a media operator, as well as the legal entity that directly commissions RESTAURANT AD ONLINE to perform the aforementioned tasks.

- 1.3 Client: the advertiser.
  - 2. Applicability 2.1 These general terms and conditions apply to the formation, content, and fulfillment of all agreements and assignments entered into by RESTAURANT AD ONLINE, with the client.

2.2 Any general terms and conditions of third parties are not applicable to the relationship between RESTAURANT AD ONLINE on one hand and the client on the other, unless the parties explicitly agree otherwise in writing.

3. Formation of Agreement 3.1 All offers and quotes from RESTAURANT AD ONLINE, made in any form and concerning any subject, are entirely without obligation, unless explicitly stated otherwise in writing.

3.2 An offer from RESTAURANT AD ONLINE is valid for the period mentioned therein. If no period is mentioned by RESTAURANT AD ONLINE, the offer can be revoked within 30 days after acceptance.

4. Termination of Agreement 4.1 Notwithstanding the other rights to which they are entitled, each party may terminate the agreement at any time by written notice with immediate effect and without liability to the other and without judicial intervention.

4.2 Upon termination of the agreement, all rights and obligations of the parties expire, except for any recalculations. Upon termination, however, parties are not relieved of their obligations to pay amounts due or becoming due as of or after the date of termination or other obligations that arose before termination. The obligation of confidentiality remains in effect unabated.

- 5. Activities 5.1 RESTAURANT AD ONLINE will perform one or more of the described activities pursuant to an agreement with the client, based on orders to be provided by the client from time to time (in writing) to RESTAURANT AD ONLINE.
- 6. Invoicing 6.1 RESTAURANT AD ONLINE invoices the activities performed by it to the client, in principle, one working day before the media placement.
- 7. Payment Terms 7.1 The client must pay the invoices addressed to them by RESTAURANT AD ONLINE within 14 days of the invoice date, unless a different payment term has been agreed upon in writing between the parties.

7.2 In case of exceeding the mentioned term, the client is in default by operation of law, without a demand being required, and RESTAURANT AD ONLINE is entitled to charge an interest rate equal to the statutory commercial interest rate plus 2.5%.

- 8. Confidentiality 8.1 RESTAURANT AD ONLINE commits to confidentiality of the information provided by the client to her, unless she has been given prior permission to disseminate this information.
- 9. Liability 9.1 RESTAURANT AD ONLINE is not liable for damage of any kind, including all direct and indirect damages, such as consequential loss or business damage.
- 10. Force Majeure 10.1 RESTAURANT AD ONLINE is not obliged to fulfill any obligations if it is prevented from doing so due to a circumstance that is not due to its fault, nor is it accountable under the law, a legal action, or generally accepted views.
- 11. Disputes 11.1 All agreements entered into with RESTAURANT AD ONLINE are exclusively governed by Austrian law.

11.2 All disputes arising from an agreement entered into with RESTAURANT AD ONLINE between parties must initially be submitted exclusively to the competent court in Salzburg.

12. Privacy & Contact 12.1 How RESTAURANT AD ONLINE deals with Privacy and GDPR subjects can be read in the Privacy Statement. RESTAURANT AD ONLINE is registered with the Chamber of Commerce in Salzburg, Austria.

For questions or more information, please contact our team via, info@restaurantadonline.com