

General Terms and Conditions

Version: July 2026

§ 1 Scope of Application and Contracting Parties

(1) These General Terms and Conditions (hereinafter "T&Cs") govern the use of the mobile application "FoodQuest" (hereinafter the "App") between FoodQuest GbR, c/o Factory Works GmbH, Rheinsberger Straße 76/77, 10115 Berlin, Germany (hereinafter the "Provider") and registered users (hereinafter "Users").

(2) The usage agreement is concluded between the Users and the Provider. The App is distributed through the respective app stores, in particular the Apple App Store and Google Play Store (hereinafter collectively the "Distribution Platform"). The Distribution Platforms are operated by their respective companies (hereinafter the "Platform Operator"). Purchases, payments, and subscription management are carried out through the systems provided by the Platform Operator. The terms of use of the respective Platform Operator apply in addition.

(3) In the FoodQuest app, users confirm that they have read and accepted these Terms and Conditions and the Privacy Policy.

§ 2 Registration and User Account

(1) Upon completion of registration, a publicly viewable user profile is created. This includes a publicly visible username and a profile picture.

(2) The information provided during registration must be complete and accurate. Any changes must be updated without undue delay.

(3) Login credentials must be kept confidential. The user account may only be used by the registered person and may not be transferred to third parties.

(4) Users are responsible for all activities carried out through their user account, to the extent such activities are attributable to them.

(5) Users may delete their user account at any time via the corresponding function in the App. Deleting the user account also removes the publicly viewable user profile, including the username and profile picture. Deleting the user account does not automatically affect an existing subscription concluded through the Distribution Platform; such subscription must, where applicable, be cancelled separately via the Platform Operator's subscription management.

§ 3 Description of Services

- (1) FoodQuest provides information and search functions relating to dining options for people with dietary restrictions, in particular celiac disease.
- (2) The displayed information originates in whole or in part from Users or other third-party providers and is compiled by the Provider.
- (3) The App serves informational purposes only and does not replace a personal inquiry with the respective restaurant.
- (4) The Provider is entitled to further develop, adapt, or technically improve features, provided that the essential purpose of the contract is not materially impaired.
- (5) The Provider endeavors to ensure the highest possible availability of the App. However, uninterrupted or error-free availability at all times cannot be guaranteed.

§ 4 Subscription, Trial Period, and Term

- (1) Use of the App requires a paid subscription. There is no permanently free version.
- (2) Initial subscriptions begin with a free trial period.
- (3) If no cancellation is made before the end of the trial period via the Platform Operator's subscription management, the trial automatically converts into the selected monthly or annual subscription.
- (4) Billing is handled exclusively through the Platform Operator. The current prices for the respective subscription plans are set out within the App or on the product page of the respective Distribution Platform prior to completing the purchase.
- (5) The subscription automatically renews for the respective selected billing period unless it is terminated in due time via the Platform Operator.

§ 5 Cancellation

- (1) The subscription may be cancelled at any time, effective at the end of the respective billing period, via the Platform Operator's subscription management.
- (2) The Provider may terminate the usage relationship in accordance with statutory provisions, in particular in the event of material or repeated violations of these T&Cs.
- (3) Any payment claims already accrued shall remain unaffected.

§ 6 User Content and Community Rules

- (1) Users may publish content within the App, in particular posts, comments, reviews, photos, or other content.
- (2) Users are solely responsible for all content they publish.

(3) By uploading content, Users grant the Provider a non-exclusive, worldwide right of use, limited to the duration of publication, to technically store, display, and process such content for the purpose of operating the platform.

(4) Users undertake to publish only lawful content.

In particular, no content may be published that:

- violates applicable law,
- infringes the rights of third parties,
- is offensive, discriminatory, or constitutes incitement to hatred,
- contains spam or advertising,
- knowingly spreads false information,
- contains misleading information about allergens, ingredients, or health risks,
- is capable of endangering the health of other persons.

(5) The separately published Community Guidelines apply in addition to the use of the platform. These are available in their current version at

<https://foodquest.com/en/community-guidelines> and must be observed by Users.

§ 7 Moderation and Suspension

(1) The Provider is entitled to review published content and, in the event of concrete indications of violations of these T&Cs, statutory provisions, or the Community Guidelines, to hide, edit, or delete such content.

(2) In the event of violations, the Provider may, in particular:

- issue notices or warnings,
- remove content,
- temporarily suspend user accounts,
- permanently suspend user accounts.

(3) The nature and scope of such measures shall depend on the severity, frequency, and impact of the respective violation.

(4) In the event of serious legal violations or endangerment of other persons, an immediate suspension may be carried out without prior warning.

§ 8 Consequences of Suspension

(1) If a user account is restricted, temporarily suspended, or permanently terminated due to a culpable violation of these T&Cs, statutory provisions, or the Community Guidelines, Users generally have no claim against the Provider for reimbursement of subscription fees already paid for the current billing period.

(2) Since payments and subscription management are carried out via the Platform Operator, Users may request a possible refund of payments already made directly through the

procedures provided by the Platform Operator. The Provider cannot issue direct refunds through the Platform Operator's billing system.

(3) The decision on a refund is made in accordance with the applicable policies and procedures of the respective Platform Operator. Mandatory statutory claims of Users remain unaffected.

(4) If a user account is suspended in error, or if the contractual relationship is terminated for reasons not attributable to the User, statutory claims as well as any applicable claims for reimbursement remain unaffected.

§ 9 Changes to the App, T&Cs, and Privacy Policy

(1) The Provider is entitled to adapt, further develop, or technically modify features of the App, provided that the purpose of the contract is not materially impaired.

(2) Changes to these T&Cs will be announced within the App.

(3) To the extent legally required, Users will be asked for their express consent prior to new T&Cs taking effect.

(4) If consent is refused, the Provider may terminate the usage relationship in accordance with statutory provisions. Payment claims already existing and statutory rights remain unaffected.

(5) Changes to the Privacy Policy will be communicated to Users. To the extent a legally required consent is necessary for this, it will be obtained separately.

§ 10 Health Notice and Liability

(1) FoodQuest serves informational purposes only and does not replace an independent review of the dishes offered.

(2) Ingredients, recipes, production methods, and risks of cross-contamination may change at short notice at any time.

(3) Despite careful compilation, the Provider assumes no liability for the timeliness, completeness, or accuracy of the information presented.

(4) Persons with celiac disease, allergies, or other dietary restrictions are obligated to inquire directly with the respective restaurant about ingredients, allergens, and possible cross-contamination prior to placing any order.

§ 11 Right of Withdrawal

(1) Consumers are entitled to the statutory right of withdrawal.

(2) Payments are made through the respective Platform Operator. Refunds may be requested through the procedures provided for this purpose by the Platform Operator. Statutory rights against the Provider remain unaffected.

§ 12 Data Protection

Information on the processing of personal data can be found in the Provider's separate Privacy Policy. This is available within the App and on the Provider's website.

§ 13 Governing Law and Dispute Resolution

(1) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Mandatory consumer protection provisions of the country in which the User has their habitual residence remain unaffected.

(3) The European Commission provides a platform for online dispute resolution:
<https://ec.europa.eu/consumers/odr/>

(4) The Provider is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

§ 14 Final Provisions

(1) Should individual provisions of these T&Cs be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

(2) The invalid provision shall be replaced by the applicable statutory provisions.