

Terms and Conditions

Version 1.0.0 · As of 15.05.2026

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General Terms and Conditions of Eatano

Last updated: May 15, 2026

1. Provider and scope

These General Terms and Conditions ("Terms") apply to the use of the digital platform, website, mobile applications, operator areas, ordering, reservation, review, voucher, support and other services provided by Eatano.

Provider of Eatano is:

Niklas Butz

trading as Eatano

Emsdettener Straße 10

c/o Postflex #PFX-080-594

48268 Greven

Germany

Email: hallo@eatano.net

Phone: +49 1567 8208726

Legal Notice / Imprint: <https://eatano.net/impressum>

These Terms apply to consumers, users, restaurant operators, business customers, partners and other persons who use Eatano or enter into contracts with Eatano. Additional terms may apply to individual services, such as operator terms, price lists, service descriptions, campaign terms, coupon terms, privacy information or app store terms. In the event of conflict, more specific terms prevail over these Terms.

2. Definitions

- **Eatano** means the digital platform, website, app and related services of Niklas Butz, trading as Eatano.

- **Users** are natural persons who use Eatano privately or commercially.
- **Consumers** are natural persons who enter into a legal transaction for purposes that are predominantly outside their trade, business or profession.
- **Restaurant operators** are entrepreneurs, restaurants, snack bars, delivery services, franchise businesses, caterers or other providers who provide a profile, offers, orders, reservations or other services via Eatano.
- **Partners** are companies or persons cooperating with Eatano, for example in connection with vouchers, campaigns, referral programs, affiliate programs or integrations.
- **Content** means all information, images, reviews, comments, menus, prices, opening hours, offers, profiles, texts, logos, files or other data submitted by users, restaurant operators or partners.
- **Platform services** include in particular search, reviews, recommendations, orders, reservations, voucher, loyalty, support, operator and administration functions.

3. Role of Eatano

Eatano is a digital platform for restaurant discovery, reviews, recommendations, orders, reservations, operator functions, vouchers, campaigns, support and related digital services.

Unless expressly stated otherwise, Eatano is not the operator of the listed restaurants, not the manufacturer or seller of the offered food and beverages, and not the contractual partner of the respective restaurant contract between the user and the restaurant. Restaurant operators act independently and are responsible for their offers, prices, food, deliveries, pickups, reservations, tax obligations, food law information, allergens, product information and other restaurant services.

Eatano provides the technical infrastructure, digital mediation, search, review, ordering, reservation, communication, payment and administration functions. Where Eatano offers its own paid digital services, the contract for these services is concluded directly with Eatano.

4. Incorporation of the Terms

These Terms become part of the contract if reference is made to them during registration, ordering, booking, conclusion of an operator agreement, use of paid services or a comparable process, and if the contracting party is given a reasonable opportunity to take note of them.

Deviating, conflicting or supplementary terms and conditions of restaurant operators, business customers or partners become part of the contract only if Eatano expressly agrees to their validity.

5. Scope of services

Eatano may provide in particular the following functions:

- restaurant profiles, search and filter functions, map views and location search,
- reviews, comments, images, rankings, recommendations and community functions,

- ordering, reservation, pickup and delivery functions,
- vouchers, coupons, rewards, loyalty programs, campaigns and referral functions,
- operator areas for restaurants, business customers and partners,
- menu, offer, opening hours, location and profile management,
- payment processing and billing through external payment service providers,
- support, ticket system, reporting and communication functions,
- analytics, administration, marketing and statistics functions for operators, where offered.

Eatano may further develop, modify, expand or discontinue functions, provided this is reasonable for users, does not impair essential contractual obligations, or where there is an objective reason, such as technical development, security, abuse prevention, legal changes, economic adjustment or improvement of the platform.

6. Registration and user account

Certain Eatano functions require a user account. During registration, accurate, complete and current information must be provided. Users are obliged to keep their login credentials confidential and protect them against unauthorized access.

Users may not transfer, sell, rent or misuse their account for third parties. In case of suspected misuse, unauthorized use or security issues, Eatano must be informed immediately.

Eatano may reject registrations or require additional verification where there is an objective reason, such as security concerns, suspected abuse, incomplete information, duplicate accounts, previous suspensions or legal requirements.

7. Minors

Eatano is not specifically directed at children. Minors may use Eatano only to the extent permitted by law and, where required, with the consent of their legal representatives. Minors may use paid services, orders or operator functions only if they are legally entitled to do so.

8. User obligations and prohibited use

Users, restaurant operators and partners undertake to use Eatano only lawfully, fairly and for its intended purpose. In particular, the following is prohibited:

- false, misleading, insulting, discriminatory, threatening or unlawful content,
- fake reviews, purchased reviews, review manipulation, duplicate accounts or other deception,
- content that infringes third-party rights, in particular copyrights, trademark rights, personality rights or data protection rights,
- spam, phishing, malware, scraping, automated mass access or circumvention of technical protection measures,

- use of Eatano to distribute illegal goods, services or content,
- manipulation of rankings, vouchers, orders, payments, referral or affiliate systems,
- attacks on technical infrastructure, exploitation of security vulnerabilities or unauthorized access to data,
- use of third-party identities or unauthorized representation of a restaurant, company or third party.

9. Reviews, comments, images and community content

Users may publish reviews, comments, images and other content where available. Users are responsible for their content and warrant that they are entitled to publish it and that it does not infringe third-party rights.

Reviews should be based on genuine experiences and be factual, understandable and fair. Fake reviews, self-reviews by operators without disclosure, paid reviews without transparency, abusive criticism, insults, knowingly false factual statements or manipulated content are not permitted.

Eatano is entitled to review, moderate, block, remove, restrict visibility of or label content where there is an objective reason. An objective reason exists in particular in case of violations of these Terms, statutory provisions, third-party rights, platform rules, security interests or quality requirements.

10. Rights to user content

Users, restaurant operators and partners generally retain the rights to their own content. However, they grant Eatano a non-exclusive, geographically unrestricted right of use necessary for the duration of publication and technical provision, allowing Eatano to store, reproduce, make publicly available, display, technically process, format, compress, translate, deliver and use the content within the platform functions.

This right of use also includes display in apps, websites, search results, maps, recommendation functions, restaurant profiles, social sharing previews, operator areas, support processes, moderation systems and technical caches. Promotional use of individual user content outside the platform will take place only where there is a legal basis, consent or a separate agreement.

11. Reporting unlawful content and moderation

Users, restaurant operators, authorities or third parties may report allegedly unlawful, abusive or infringing content to Eatano. Reports can be made via the reporting, support or contact channels provided.

Eatano reviews reports at its reasonable discretion and may take appropriate measures, in particular remove content, block it, restrict it, warn users, temporarily suspend accounts, terminate contracts or inform authorities where necessary or legally required.

When taking measures, Eatano considers, where possible, the nature, severity, frequency and context of the violation, recognizable intent, impact on affected persons, risks for the platform, users and operators, and legal requirements. Affected users or operators may request a review of a moderation decision where such an option is provided or legally required.

12. Restaurant profiles and operator information

Restaurant operators are responsible for the accuracy, completeness and currentness of their restaurant profiles, offers, menus, prices, opening hours, delivery areas, delivery times, allergens, additives, images, company information, legal notice information and other information.

Operators must ensure that all information complies with legal requirements, in particular food law, price indication law, tax law, trade law, copyright law, trademark law, data protection law and consumer protection law.

Eatano may review, correct, block or remove operator information if there are indications of inaccuracy, legal violations, abuse, quality issues or security risks. Eatano is generally not obliged to comprehensively review all operator information in advance.

13. Orders and reservations

Eatano may enable users to place orders, request reservations or book other restaurant services via the platform. Unless expressly stated otherwise, the contract for food, beverages, delivery, pickup, reservation or other restaurant services is concluded directly between the user and the restaurant.

Eatano transmits the information required for processing to the respective restaurant. Within the available functions, the restaurant decides on acceptance, rejection, modification, preparation, delivery, pickup or execution of the order or reservation.

Users are obliged to provide correct order and contact details, remain reachable, observe agreed pickup or delivery times and properly accept ordered services. Restaurants are obliged to process accepted orders and reservations carefully, on time and in accordance with the published information.

14. Prices, fees and payment processing

Prices for restaurant services are generally determined by the respective restaurant. Eatano may charge technical fees, service charges, delivery fees, platform fees, operator fees, subscription fees or other charges, provided these are transparently disclosed before conclusion of the contract.

Payments may be processed through external payment service providers, in particular Stripe and Stripe Connect. Additional terms of the respective payment service provider may apply to individual payment methods. Payment data is regularly processed directly by the payment service provider.

For payments to restaurants or operators, Eatano may technically mediate, collect or forward payments to the respective payment recipient via Stripe Connect. Refunds, chargebacks, cancellations and payment disputes are governed by these Terms, the terms of the respective restaurant, statutory provisions and the rules of the payment service provider.

15. Vouchers, coupons, rewards and campaigns

Eatano may offer vouchers, coupons, discounts, loyalty points, rewards, promotion codes or comparable benefits. Additional conditions may apply to such benefits, in particular minimum order values, validity periods, participating restaurants, user groups, redemption restrictions, combinability, regional restrictions and availability.

Vouchers, coupons and rewards are not transferable, not redeemable for cash and cannot be paid out in cash unless expressly stated otherwise. Eatano may block or reclaim benefits if there is misuse, manipulation, a technical error or a violation of campaign terms.

Restaurant operators are responsible for discounts, benefits or campaigns they create, advertise or approve themselves. Eatano may review, reject or terminate campaigns if legal, technical, economic or quality-related reasons oppose them.

16. Referral and affiliate programs

Eatano may offer referral or affiliate programs in which users, operators or partners may receive benefits, vouchers, commissions or other consideration if they refer new users, restaurants, orders or other qualifying actions.

A remuneration or benefit requires that the respective communicated program conditions are fully met. Eatano may define in particular minimum requirements, review periods, abuse protection, cancellation and reclaim rules, payout thresholds, tax requirements and exclusion grounds.

Self-promotion without disclosure, spam, misleading advertising, fake registrations, duplicate accounts, technical manipulation, voucher misuse, deception about Eatano or violations of advertising, competition or data protection law are prohibited.

17. Location data and map functions

Eatano may use location data to show nearby restaurants, sort search results, provide map functions, enable orders, process delivery addresses and make the order history traceable.

Users can manage location access in their device or app settings. Without location permission, certain functions may be limited. Manually entered addresses or locations may be processed to perform the respective function.

18. Availability, technical changes and third-party dependencies

Eatano endeavors to provide a reliable and secure platform. However, a specific uninterrupted, always error-free or completely disruption-free availability is not owed unless a separate availability agreement expressly exists.

Restrictions may arise in particular due to maintenance, updates, security measures, technical disruptions, force majeure, network outages, attacks, errors by external service providers, app store requirements, payment service providers, cloud, hosting, CDN, map, push, analytics or login providers, and due to legal or regulatory requirements. Eatano will announce material planned restrictions in advance where reasonably possible.

Eatano is entitled to take technical measures where this is necessary for security, stability, abuse prevention, troubleshooting, further development or legal protection. This may include temporary restrictions, maintenance windows, security checks, changes to interfaces, versions, functions, data models or third-party integrations.

Functions dependent on third-party providers, such as payment processing, app stores, push services, maps, login methods, hosting, CDN, analytics or communication services, can only be provided within the actual availability and terms of such third-party providers. Eatano is not liable for disruptions, restrictions or changes of such third-party providers unless Eatano is responsible for them.

19. App stores and mobile applications

Downloading and using mobile applications may also be subject to the terms of the respective app store, in particular Apple App Store or Google Play. These app store terms apply additionally in the relationship between the user and the app store operator.

Updates may be required to ensure security, compatibility, new features or legal requirements. Individual functions may depend on operating system, device, app version, location, permissions, internet connection or availability of external services.

20. Support and communication

Eatano may provide support by email, contact form, ticket system, in-app function or other channels. A claim to a specific response time exists only where expressly agreed.

Users and operators are obliged to submit support requests truthfully and comprehensibly. Abusive, insulting, unlawful or automated requests may be rejected, restricted or sanctioned.

21. Operator accounts and business customers

Restaurant operators and business customers may create or apply for operator accounts. Eatano may request evidence, in particular regarding identity, authorization to represent, company data, restaurant assignment, business authorization, payment or tax data and authorization to manage a restaurant.

Operators are obliged to keep their information up to date, invite only authorized persons, manage access carefully and immediately remove former employees or unauthorized persons. Actions performed through an operator account are attributable to the respective operator to the extent they originate from the operator's sphere of responsibility.

Eatano may reject operator applications or conduct additional checks where there are doubts regarding authorization, identity, seriousness, security, solvency or legality.

22. Obligations of restaurant operators

Restaurant operators undertake in particular to:

- publish only lawful, current and accurate offers,
- correctly indicate prices, fees, delivery costs, minimum order values and availability,
- keep opening hours, pickup times, delivery times and reservation capacities up to date,
- properly indicate allergens, additives, ingredients, product information and mandatory information,
- comply with required permits, registrations and regulatory requirements,
- process orders and reservations reliably,
- handle customer inquiries, complaints and refunds appropriately,
- not publish unlawful, misleading or infringing content,
- comply with data protection, consumer rights, tax law, food law and competition law,
- inform Eatano immediately about relevant changes, disruptions or legal violations.

23. Operator fees, subscriptions and invoices

Operator functions may be subject to monthly or annual fees, transaction-based fees, mediation commissions, service fees, setup fees, additional modules or other paid services. The applicable prices are set out in the agreed service description, price list, order, operator area or individual offer.

Recurring fees are charged for the agreed term. Unless otherwise agreed, operator subscriptions renew indefinitely after the minimum term and may be terminated with the agreed notice period.

Invoices may be provided electronically. Operators are obliged to provide correct billing, tax and payment data. In the event of default in payment, Eatano may assert statutory default interest, reminder costs and reasonable measures, and may restrict paid functions after prior notice where this is proportionate.

24. Stripe Connect, payouts and chargebacks

Stripe Connect may be used for payments, payouts and payment administration in the operator area. Operators must provide the information required by Stripe and comply with Stripe's terms.

Payouts to operators may depend on checks, payment status, chargeback risks, legal requirements, Stripe requirements, identity checks, tax information or outstanding claims.

Chargebacks, reversals, cancellations, fraud cases, payment disputes or fees may be charged to the responsible operator or offset against future payouts, where legally permissible and objectively justified.

25. Ranking, search, recommendations and visibility

Eatano may display restaurants, offers, reviews, vouchers and content in search results, lists, maps, recommendations, feeds or rankings. The order may be influenced in particular by the following main parameters:

- location, distance, delivery or pickup area,
- search query, filters, user preferences and selected categories,
- opening hours, availability, delivery or pickup times,
- reviews, quality signals, currentness and completeness of the profile,
- popularity, interactions, order history and usage behavior in aggregated or personalized form,
- technical quality, reliability, cancellation rates, complaints or security aspects,
- promotional offers, vouchers, sponsored placements or contractually agreed visibility services, where these are made recognizable as such,
- editorial, curated or algorithmic recommendations by Eatano.

A particular placement, visibility, reach, number of views, orders or reservations is not guaranteed unless expressly agreed in writing. Eatano may further develop ranking and recommendation logic to improve quality, relevance, security and user-friendliness.

26. Different treatment and own offers

Eatano may display its own services, partner offers, promoted content, campaign areas, premium functions or contractually highlighted operator offers. Where such placements are based on remuneration, a special agreement or Eatano's own platform interests, this will be indicated within the respective presentation where reasonably possible.

Operators have no claim to equal treatment in all forms of presentation where differences are objectively justified, for example by search relevance, user preference, location, quality, availability, technical reliability, booked additional services, security interests or legal requirements.

27. Restriction, suspension and termination of operator services

Eatano may restrict, temporarily suspend or terminate operator services where there is an objective reason. An objective reason exists in particular in case of:

- violations of these Terms, operator terms or legal obligations,
- false, misleading or incomplete operator information,

- misuse, fraud, fake reviews, manipulation or security risks,
- food law, consumer protection or data protection issues,
- repeated complaints, high cancellation rates or serious quality issues,
- payment default or chargeback risks,
- official orders, legal claims by third parties or other legal reasons,
- technical reasons, security threats or protection of other users and operators.

Eatano will, where reasonably possible, inform operators of the reason for restrictions, suspensions or terminations, unless this would impair security, investigation, abuse prevention or legal enforcement interests. In case of serious violations, immediate suspension or termination may occur.

28. Internal complaint option for operators

Operators may contact Eatano regarding questions about suspensions, restrictions, ranking, visibility, account measures, payment matters or other platform decisions. Complaints can be submitted by email to hallo@eatano.net or through provided support and ticket functions.

Eatano reviews complaints objectively and appropriately. A particular decision in favor of the operator is not guaranteed. Statutory rights remain unaffected.

29. Data protection

Information on the processing of personal data can be found in Eatano's Privacy Policy at <https://eatano.net/privacy>.

Operators are responsible for complying with data protection obligations where they independently process personal data, for example in connection with orders, reservations, customer communication, deliveries, invoices or their own marketing activities.

30. Right of withdrawal for consumers

Consumers generally have a statutory right of withdrawal for distance contracts, unless a statutory exception applies or the right of withdrawal has expired under statutory conditions.

For contracts concerning the delivery of food, beverages or other restaurant services, the right of withdrawal may be legally excluded, in particular where goods can spoil quickly, are individually produced or where services are provided on a specific date or period in connection with leisure activities. Whether a right of withdrawal exists depends on the specific contract and statutory provisions.

For digital services provided by Eatano, the right of withdrawal may expire under statutory conditions if the consumer has expressly agreed that Eatano begins performance before the expiry of the withdrawal period and has confirmed that they thereby lose their right of withdrawal, where legally provided.

Where a right of withdrawal exists, the withdrawal instructions at the end of these Terms apply.

31. Cancellations, refunds and complaints regarding restaurant services

Cancellations, changes, complaints and refunds in connection with restaurant services are generally governed by statutory provisions, the terms of the respective restaurant and the technical possibilities of Eatano.

Eatano may support communication, technical processing or refunds, but does not automatically owe fulfillment, refund or quality of a service independently provided by the restaurant, unless Eatano itself is the contractual partner for that service.

In case of problems with orders, reservations or restaurant services, users should contact support or the restaurant as soon as possible and provide relevant information, such as order number, time, restaurant, description of the problem and, where applicable, images.

32. Termination and account deletion by users

Users can generally terminate or delete their user account at any time, provided there are no open processes, statutory retention obligations or legitimate reasons preventing this. Account deletion can be requested via the app function or through the page <https://eatano.net/konto-loeschen-anfrage>.

Public content such as reviews, comments or posts may remain after account deletion in anonymized, pseudonymized or non-directly identifiable form, where this is necessary for traceability, third-party rights, platform integrity or legal purposes.

Statutory retention obligations, in particular for order, payment, invoice or contract data, remain unaffected.

33. Termination of paid consumer contracts

Where Eatano offers consumers paid continuing obligations via the website or app, these may be terminated in accordance with statutory requirements and the respective agreed terms. Where legally required, Eatano provides an electronic termination option.

Termination of a user account does not automatically terminate contracts already concluded with restaurants or open payment obligations, where these exist independently of the user account.

34. Changes to these Terms

Eatano may amend these Terms where there is an objective reason and the amendment is reasonable for users or operators. Objective reasons may include in particular legal changes, technical development, new functions, security requirements, changes to payment or app store processes, abuse prevention or adjustments to business models.

Material changes will be communicated in due time. Where legally or contractually required, Eatano will obtain consent or inform users of a right to object. Special notice periods may apply to operators where

required by law or contractually agreed.

Changes do not apply retroactively to already concluded individual contracts unless expressly permitted by law or agreed.

35. Warranty and responsibility for third-party services

Consumers retain their statutory warranty rights. These are not limited by these Terms.

For entrepreneurs, statutory warranty rights apply unless effectively agreed otherwise in a separate agreement.

Eatano does not warrant that the platform will be error-free, uninterrupted, free from technical disruptions, or compatible with all devices, operating systems, browsers, third-party services or future technical environments at all times, unless expressly agreed.

Information about restaurants, food, beverages, prices, opening hours, delivery times, availability, allergens, additives, images, reviews, campaigns or other restaurant information is regularly provided by restaurants, users, operators or third-party sources. Eatano endeavors to provide a reliable platform presentation, but does not warrant the accuracy, completeness, currentness or legal admissibility of such third-party information unless Eatano created it itself or is responsible for it.

Recommendations, rankings, reviews, quality indicators, AI or algorithmic suggestions, location sorting and similar platform functions are provided for orientation only and do not constitute a guarantee, assurance, quality agreement or binding recommendation for a particular restaurant, product, offer or result.

36. Liability of Eatano

Eatano is liable without limitation in cases of intent and gross negligence, injury to life, body or health, under the German Product Liability Act and to the extent of expressly assumed guarantees.

In cases of simple negligence, Eatano is liable only for breach of essential contractual obligations. Essential contractual obligations are obligations whose fulfillment is necessary for the proper performance of the respective contract and on whose compliance the contracting party may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract.

Any further liability of Eatano is excluded to the extent permitted by law. This applies in particular to indirect damages, consequential damages, lost profits, unrealized savings, reputational damage, business interruptions, data loss, loss of revenue, rankings not achieved, visibility not achieved, orders, reservations or customer contacts not concluded, or other economic expectations, unless mandatory statutory liability applies.

Eatano is not liable for content, information, offers, food, beverages, prices, allergens, additives, deliveries, pickups, reservations, quality, availability, tax information, mandatory legal information or other services of restaurants, operators, users, partners or third parties, unless Eatano provides these itself or is responsible for the cause.

Eatano is not liable for disruptions, delays, data losses, security incidents or outages caused by users, operators, third parties, external service providers, payment providers, app stores, hosting, cloud, CDN, push, map, analytics, login or communication services, unless Eatano is responsible for them.

For loss of data, Eatano is liable in accordance with the above provisions only to the extent that the damage would also have occurred if the user, operator or partner had carried out proper, regular and risk-appropriate data backups. Users and operators are obliged to independently back up important content, data, evidence, invoices, export data and business-critical information where this is possible and reasonable for them.

Eatano does not provide legal, tax, medical, nutritional, allergological or business advice. Information on the platform, including restaurant information, reviews, notices, recommendations, statistics, AI-supported suggestions or support information, serves only as general assistance and does not replace independent review or professional advice.

The limitations of liability also apply in favor of Eatano's legal representatives, employees, vicarious agents, contractors, service providers and affiliated partners.

37. Indemnification by operators, business users and partners

Restaurant operators, business customers and partners indemnify Eatano against third-party claims asserted due to unlawful or non-compliant content, offers, product information, food, beverages, images, trademarks, logos, data processing, orders, deliveries, reservations, tax information, consumer information, allergens, additives, prices, advertising statements, reviews, employee actions or other breaches of duty by the respective operator, business user or partner, to the extent they are responsible for the breach.

The indemnification also includes reasonable costs of legal defense, in particular court, attorney and expert costs. Eatano will inform the affected operator, business user or partner about asserted claims and give them an opportunity to comment, where possible and reasonable.

Operators, business users and partners are obliged to reasonably support Eatano in defending such claims, provide necessary information and not make statements to third parties that could legally or economically burden Eatano without first involving Eatano, where this is reasonable.

38. Force majeure

Eatano is not liable for delays or service failures caused by events outside Eatano's reasonable control. These include in particular natural events, war, terrorism, pandemics, labor disputes, official measures, failures of energy supply, telecommunications, internet, payment service providers, app stores, cloud or hosting providers, and attacks on IT systems.

39. Intellectual property of Eatano

Trademarks, logos, designs, software, databases, texts, concepts, user interfaces, technical systems and other content of Eatano are legally protected. Users, operators and partners receive only a simple, revocable, non-transferable right of use to the extent necessary for using the platform.

Reproduction, editing, making publicly available, decompilation, commercial reuse, automated analysis or other use outside the platform functions is not permitted without Eatano's consent, unless permitted by law.

40. Confidentiality

Business customers, operators and partners undertake to keep confidential Eatano's confidential information, in particular non-public technical, economic, contractual, strategic or security-relevant information, and to use it only for the agreed purpose.

This obligation does not apply to information that is generally known, lawfully obtained without a confidentiality obligation or must be disclosed due to statutory obligations.

41. Consumer dispute resolution

Eatano is not obliged and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

Users may contact Eatano support at any time in case of problems. Statutory rights remain unaffected.

42. Applicable law

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only insofar as it does not deprive them of the protection of mandatory provisions of the law of the country in which the consumer has their habitual residence.

43. Place of jurisdiction

If the contracting party is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising out of or in connection with these Terms is the registered seat of Eatano, to the extent permitted by law.

For consumers, the statutory places of jurisdiction apply.

44. Language

The contract language is German unless expressly agreed otherwise. Translations serve for convenience and understanding. In case of doubt, the German version shall prevail to the extent legally permitted.

45. Final provisions and severability

Should individual provisions of these Terms be or become invalid, unenforceable or not part of the contract in whole or in part, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of the invalid, unenforceable or non-incorporated provision.

To the extent legally permissible and outside mandatory consumer protection provisions, the parties shall agree on an effective provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same applies to any contractual gaps.

Rights and obligations under a contract with Eatano may not be transferred to third parties without Eatano's consent, unless otherwise provided by law. Eatano may transfer rights and obligations to legal successors or affiliated companies, provided that legitimate interests of users or operators do not conflict with this and it is legally permissible.

Amendments, supplements and ancillary agreements require text form unless a stricter form is required by law. Individual agreements prevail over these Terms.

46. Withdrawal instructions for consumers

The following withdrawal instructions apply only where consumers have a statutory right of withdrawal in the specific case.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of conclusion of the contract, unless a different statutory start of the period applies in the individual case.

To exercise your right of withdrawal, you must inform us

Niklas Butz, trading as Eatano

Emsdettener Straße 10

c/o Postflex #PFX-080-594

48268 Greven

Germany

Email: hallo@eatano.net

by means of a clear statement, for example by email or letter, of your decision to withdraw from this contract. You may use the model withdrawal form below, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send the notification of exercising the right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we will reimburse you for all payments received from you, including any delivery costs, without undue delay and no later than fourteen days from the day on which we receive notification of your withdrawal. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise. In no event will you be charged any fees for this reimbursement.

If you requested that a service begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you inform us of exercising the right of withdrawal compared with the total scope of the intended services, where legally provided.

Notes on exclusion or expiry of the right of withdrawal

The right of withdrawal may in particular be excluded or expire prematurely for certain goods or services, such as goods that can spoil quickly, individually manufactured goods, sealed goods for hygiene reasons after removal of the seal, leisure services tied to a specific date or period, or digital services where the statutory requirements are met.

47. Model withdrawal form

If you wish to withdraw from the contract, you may complete this form and send it to us:

To:

Niklas Butz, trading as Eatano

Emsdettener Straße 10

c/o Postflex #PFX-080-594

48268 Greven

Germany

Email: hallo@eatano.net

I/We hereby withdraw from the contract concluded by me/us for the following service:

Ordered on / received on:

Name of the consumer:

Address of the consumer:

Email address of the consumer:

Date:

Signature of the consumer, only if submitted on paper:

