hfoods · Karam Ali Murad-Murad · Birkenweg 34 · 51503 Rösrath

Non-binding translation. Only the German version is legally binding.
Binding version: hfoods.de/agb/selbstbuchung/2026-11-04/

General Terms and Conditions for Self-Booking

Version of 4 November 2026

This is a non-binding translation provided for your information. Only the German version is legally binding (§ 2(7)): https://hfoods.de/agb/selbstbuchung/2026-11-04/

These terms and conditions (the 'Terms') apply to the contract for the hfoods ordering system that you conclude through the booking flow at hfoods.de/buchen. They address you directly. 'You' means you as the owner of a restaurant or other food service business who concludes the contract for that business. 'hfoods' means the provider named in § 1(1).

PROVIDER

Karam Ali Murad-Murad
trading as hfoods
Birkenweg 34 · 51503 Rösrath · Germany
info@highfoods.de · hfoods.de

DOCUMENT

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§ 1 PROVIDER, SCOPE, ELIGIBLE CUSTOMERS

(1) The provider is Karam Ali Murad-Murad, trading as hfoods, Birkenweg 34, 51503 Rösrath, Germany, telephone +49 2205 9189951, email info@highfoods.de, VAT identification number DE463655261 ('hfoods'). The provider is not entered in the commercial register. The full provider identification required by § 5 DDG (German Digital Services Act) is available in the legal notice at https://hfoods.de/impressum/.

(2) These Terms apply to all contracts for the use of the hfoods ordering system that are concluded through the booking flow at hfoods.de/buchen.

(3) The offer is aimed exclusively at restaurants and other food service businesses, that is, at commercial operators and self-employed persons who conclude the contract for their business and therefore act as traders (Unternehmer) within the meaning of § 14 BGB (German Civil Code). It is not aimed at consumers (Verbraucher) within the meaning of § 13 BGB. When booking, you confirm that you are booking for your business, and you provide the details of your business, in particular its name, its address and the country in which it is established. Providing a VAT identification number or a business registration number is optional; § 5(11) sets out how this affects VAT. You can only book for a business established in a country for which booking is available in the booking flow.

(4) Should a contract nevertheless be concluded with a consumer, the provisions of these Terms expressly addressed to consumers ('If you are a consumer') apply; provisions that apply only to traders do not apply in that case. Where these Terms make no provision for consumers, the statutory rules apply. These Terms do not restrict any mandatory rights of consumers, in particular under the provisions on contracts for digital products (§§ 327 to 327u BGB).

(5) Your own terms and conditions that conflict with or deviate from these Terms do not form part of the contract unless hfoods expressly agrees to them in text form (Textform).

(6) Individual agreements between you and hfoods take precedence over these Terms (§ 305b BGB).

§ 2 CONCLUSION OF THE CONTRACT

(1) The presentation of the plans on the hfoods websites is not a binding offer but an invitation to you to submit an offer.

(2) You submit your offer by completing the booking flow in full and clicking the final button. For the Web shop and App shop plans, the button is labelled 'Book and pay'; for the Free plan, it is labelled 'Book for free'.

(3) Once you have clicked the button, hfoods checks your details automatically. If they are complete, hfoods creates your customer account and shows you on the booking page that your booking has been accepted. With this message, hfoods accepts your offer and the contract is concluded.

(4) In addition, hfoods confirms the conclusion of the contract to you by email without undue delay. This email is not a condition for the conclusion of the contract.

(5) Before submitting your offer, you can check and correct your entries at any time using the back function of the booking flow and the correction options in the input fields. Before you submit, the booking flow shows you a summary of all your details.

(6) Before submitting your offer, you can access, save and print these Terms and the Data Processing Agreement via the links in the booking flow; these versions remain permanently available at the same addresses. hfoods stores the text of the contract. The booking confirmation contains the booking summary; these Terms, together with the instructions on withdrawal and the model withdrawal form in Annex 3, and the Data Processing Agreement are attached to it in PDF format. On your request in text form, hfoods will send you the text of the contract again.

(7) You can conclude the contract in any of the languages in which the booking flow is offered. The language of the contract is German: only the German version of these Terms and of the Data Processing Agreement is authoritative. hfoods provides translations of these documents for your information only; if they differ from the German version, the German version prevails. hfoods has not subscribed to any codes of conduct.

(8) You may withdraw your contractual declaration within 14 days. The details are set out in the instructions on withdrawal in Annex 3. hfoods grants you this right of withdrawal voluntarily; should a contract nevertheless be concluded with a consumer, the right also exists by law. hfoods starts performance as soon as the contract is concluded, and therefore before the withdrawal period has expired. As use during the trial period under § 4 is free of charge and the trial period lasts longer than the withdrawal period, you owe nothing for your plan if you withdraw, not even compensation for value (Wertersatz); the Free plan is free of charge in any event (§ 16(1)). After a withdrawal, the contract ends, access to the ordering system is deactivated and § 11(10) and (11) apply accordingly. Your statutory right of withdrawal for add-on services under § 15 remains unaffected.

§ 3 SUBJECT MATTER OF THE CONTRACT

(1) For the term of the contract, hfoods provides you with an ordering system as software as a service over the internet. The software is not transferred to your systems.

(2) The scope of services depends on the plan you book. hfoods offers three plans:

- Free: ordering shop for delivery and collection at a web address provided by hfoods, with your menu; you receive your orders in the admin area and by email. The plan is permanently free of charge and covers up to 30 orders per calendar month, the order terminal app for an Android device that you provide yourself and the connection of a domain that you already own. Your own app and add-on services under § 15 are not included. § 16 governs the scope of services and the order limit exhaustively.
- Web shop: ordering shop for delivery and collection at a web address provided by hfoods, admin area with reports, table reservations and the order terminal app for an Android device that you provide yourself. Devices and receipt printers are not included.
- App shop: all services of the Web shop plan, plus your own app for iOS and Android. § 6(5) applies to its publication.

In every plan, you connect a domain that you already own to your shop yourself, free of charge; you make the entries with your domain provider yourself. A domain that hfoods obtains for you is an add-on service under § 15.

(3) You receive a non-exclusive, non-transferable and non-sublicensable right to use the software for your own business purposes during the term of the contract. All other rights remain with hfoods.

(4) You provide all content, in particular menus, prices, descriptions, allergen information, images and logos. hfoods acquires no ownership of this content and only the right of use required to perform the contract.

(5) You set up your ordering system yourself using the setup assistant. If you wish, hfoods will take over the entire setup at any time; the scope and price are agreed separately in text form beforehand. There is no setup fee for self-booking. In the Free plan, hfoods does not take over the setup (§ 16(4)).

(6) You book add-on services separately in the admin area. § 15 applies to them. You cannot book add-on services in the Free plan.

(7) hfoods may further develop the software and change its functionality where there is a valid reason for doing so. Valid reasons are the technical development of the software, the security of the systems or data, a change in the law and the discontinuation of a third-party service on which the software depends. The change must not impair the contractually agreed purpose and must be reasonable for you. hfoods will announce material restrictions of functionality in text form at least six weeks in advance. If a change materially restricts functionality, you may cancel the contract at any time until the end of the day before the change takes effect, with effect from the end of that day; the contract then ends before the change takes effect, the change does not apply to you, and you pay nothing for the period after that. In the Free plan, you may also cancel at any time under § 16(9). § 14 remains unaffected. If you are a consumer, § 327r BGB also applies to changes: a change will not cause you any additional costs, and hfoods will inform you about it clearly and comprehensibly. If the change impairs your access to the ordering system or its usability more than insignificantly, hfoods will inform you on a durable medium, reasonably in advance, of the features and timing of the change and of your right to terminate the contract free of charge within 30 days of receiving this information or, if the change is made later, within 30 days of the change.

(8) To use the system, you need an internet connection and an up-to-date web browser. The order terminal app runs on Android devices; hfoods will tell you on request which Android versions it supports. Access to the admin area is protected by your login details.

§ 4 FREE TRIAL PERIOD

(1) If you book the Web shop or App shop plan, use is free of charge until the end of the day before the first invoice day (trial period). The first invoice day is at least 31 days after the day on which the contract is concluded and is shown to you before you submit your offer. The trial period therefore lasts at least 30 days; if hfoods gives you a date up to which use is free of charge, the trial period nevertheless ends only at the end of the day before the first invoice day. The Free plan has no trial period; it is permanently free of charge (§ 16).

(2) If an active payment method under § 5(4) is on file when the trial period ends, the contract becomes a paid subscription on the first invoice day without any further declaration. If no active payment method is on file when the trial period ends, the contract converts to the Free plan under § 16 at the end of the trial period, without any further declaration and at no cost; no cancellation is required, and your plan costs you nothing. hfoods will notify you of the conversion by email. On conversion, the services that are not part of the Free plan end, in particular your own app and all add-on services under § 15; § 6(5) applies accordingly to the app and § 15(4) to the add-on services. Your data are retained. No later than seven calendar days before the first invoice day, hfoods will remind you in text form that the trial period is ending, stating the first invoice day, the price of your plan, whether an active payment method is on file, what happens without a payment method and how to cancel.

(3) The first invoice day and the amount then invoiced are shown to you in the booking flow before you submit your offer and repeated in the confirmation.

(4) During the trial period, you may cancel the contract at any time with immediate effect. Your plan then costs you nothing; § 15(2) applies to a purchased order terminal that has already been delivered. § 13(2) applies in addition.

(5) The trial period concerns only the obligation to pay. All other rights and obligations under this contract, in particular the obligations of hfoods to provide the services and the liability provisions of these Terms, apply from the conclusion of the contract. § 6(6) remains unaffected.

(6) If the contract converts to the Free plan under paragraph 2, you can switch to another plan at any time under § 16(8). No new trial period arises in that case.

§ 5 FEES, DUE DATE, PAYMENT METHOD, DEFAULT

(1) The fee for your plan is the monthly amount that the booking flow shows you in the summary for the selected plan before you submit your offer. hfoods confirms it in the booking confirmation and records it in the contract record. All amounts are net amounts in euros, plus VAT where payable by law (paragraph 11). The fee agreed in this way applies to your contract; hfoods may change it unilaterally only under paragraph 9 and only if you are a trader; if you are a consumer, paragraph 10 applies. hfoods is free to set the prices for new bookings; prices that hfoods sets for new bookings after you have booked do not change the fee under your contract. There is no setup fee. There is no commission on your orders. In the Free plan, you owe no fee (§ 16(1)); the rules in this § 5 on the fee for your plan apply to you only once you switch plans under § 16(8).

(2) The billing month is the period from one invoice day to the day before the next invoice day. Each invoice day falls on the same day of the month as the first invoice day. The fee for a billing month is invoiced on the invoice day and is due 14 calendar days after the invoice day. If you pay by SEPA direct debit, hfoods collects the fee earlier, on the debit date stated in the invoice; this date is normally five calendar days after the invoice day.

(3) hfoods issues you an invoice for every fee and sends it in text form by email to the billing address you have provided. You keep this address up to date. Paragraph 12 applies to invoices issued to you if your business is established outside Germany.

(4) You do not have to provide a payment method when booking. For your contract to continue with your plan after the trial period, you add a payment method in the admin area by the end of the trial period; otherwise, it converts to the Free plan (§ 4(2)). You do not need a payment method for the Free plan. The available methods are SEPA Core Direct Debit and, where hfoods offers it to you in the admin area, payment by card. Payments are processed by Stripe Payments Europe, Limited, Ireland. If you pay by card, hfoods charges your card no earlier than five calendar days after the invoice day.

(5) If you grant a SEPA direct debit mandate, hfoods will notify you in text form of each collection, stating the amount and the debit date, at least two calendar days before the debit date (pre-notification). The pre-notification is included in the invoice that hfoods sends to the billing address you have provided. You ensure that there are sufficient funds in your account. If, through no fault of your own, the pre-notification did not reach you at least two calendar days before the debit date, you do not bear the costs of a direct debit that fails as a result. Your right to request a refund of a direct debit from your payment service provider remains unaffected.

(6) You bear the costs incurred by hfoods as a result of a returned direct debit or any other failed payment for which you are responsible. You remain free to prove that no loss, or a lower loss, has been incurred.

(7) If you are in default (Verzug) with payment of the fee, the statutory consequences of default apply. If you are a trader, these are in particular default interest under § 288(2) BGB and the flat-rate charge under § 288(5) BGB; the flat-rate charge is credited against any damages owed for the costs of legal action. If you are a consumer, default interest under § 288(1) BGB is five percentage points above the base rate of interest (Basiszinssatz); no flat-rate charge applies.

(8) If you are in default with an amount of at least two monthly fees, hfoods may block access to the ordering system after giving you prior warning in text form and setting a reasonable deadline. The block is lifted without undue delay as soon as the arrears have been paid. Your obligation to pay the fee continues during the block; your rights in respect of defects (§ 536 BGB or, if you are a consumer, §§ 327i to 327n BGB) remain unaffected if the block was imposed wrongly. Your right to export your data and to switch provider under § 11 remains unaffected during the block.

(9) Only if you are a trader: hfoods may adjust the fee if and to the extent that the costs incurred by hfoods in providing the service change. The cost elements are exclusively:

- the fees that hfoods pays to third parties for data centre and hosting services, software licences, payment processing and email delivery,
- the wage costs of the staff employed in support, and
- levies and costs arising from legal provisions that entered into force after the contract was concluded.

hfoods nets increases and decreases in the costs of these elements against each other and bases any adjustment solely on the net balance; if costs fall overall, hfoods reduces the fee to the same extent. An adjustment may be made no more than once in twelve months. An increase may not exceed 5 per cent of the previous fee; within 24 months, the fee may rise by no more than 10 per cent in total. An increase only takes effect on an invoice day. The scope and content of the main service do not change as a result.

hfoods will announce an increase in text form at least eight weeks before it takes effect. The announcement states the previous and the new price, for each cost element the change on which the increase is based, the date on which the increase takes effect, the last day on which your objection can be received and the address to which you can send it; it expressly informs you that your silence will be deemed consent, of your right to object and of your right to cancel.

If you do not object in text form by the day before the increase takes effect, the increase is deemed accepted. If you object, the previous price continues to apply; in that case, either party may cancel the contract under § 13(2). You may also cancel the contract at any time until the end of the day before the increase takes effect, with effect from the end of that day; the contract then ends before the increase takes effect, the increase does not apply to you, and you pay nothing for the period after that.

hfoods will notify you of a reduction in text form; it takes effect on the date stated in the notice. The two preceding subparagraphs on announcement and objection do not apply to a reduction.

(10) If you are a consumer, paragraph 9 does not apply. In that case, hfoods may only offer you an increase in the fee. The increase takes effect only if you expressly agree to it in text form; your silence is not deemed consent. If you do not agree, the previous fee continues to apply; either party may then cancel the contract under § 13(2). hfoods will notify you of a reduction

in the fee in text form; it takes effect on the date stated in the notice.

(11) VAT: You warrant that you receive the services under this contract as a trader for the purposes of your business. hfoods charges VAT in accordance with the law. Accordingly, the following applies in particular to the ordering system and to the add-on services that hfoods provides over the internet:

- If your business is established in Germany, hfoods charges German VAT.
- If your business is established in another Member State of the European Union and you provide a valid VAT identification number issued in that state, hfoods does not charge VAT; you, as the recipient of the service, are liable for the tax yourself (reverse charge). You then use your number for all services under this contract, and hfoods has it confirmed by the German Federal Central Tax Office. If it is not confirmed, the following point applies.
- If your business is established in another Member State and you do not provide a valid VAT identification number, hfoods charges German VAT. If the turnover of hfoods exceeds the threshold under § 3a(5), third sentence, UStG (German VAT Act), or if hfoods waives its application, hfoods instead charges the VAT of your Member State at the rate applicable there.
- If your business is established outside the European Union, hfoods does not charge German VAT, because the services are not taxable in Germany. Any tax that the law of your country levies on the services is payable by you, to the extent that this law does not impose it on hfoods; if it does impose the tax on hfoods, hfoods charges it to you in addition to the net amount.

If there is any change in your VAT identification number, its validity, the name or address of your business or the country in which it is established, you notify hfoods without undue delay in the admin area or in text form. hfoods may request evidence of these details. If hfoods charges too little VAT because your details were incorrect or incomplete or because you did not report a change, hfoods may correct the invoice and charge the VAT owed retrospectively. You reimburse hfoods for interest and other costs incurred by hfoods as a result, to the extent that you are responsible for the inaccuracy or the failure to notify. If hfoods contributed to the additional tax claim, for example by not obtaining an available confirmation of your VAT identification number, § 254 BGB applies.

(12) Invoices, currency: If your business is established outside Germany, hfoods issues invoices to you in English. Invoices are issued in euros, and you pay in euros. You bear the costs of any currency conversion and the charges of your bank or payment service provider; hfoods bears the charges of its own payment service provider; paragraph 6 remains unaffected.

§ 6 CUSTOMER OBLIGATIONS AND RESPONSIBILITY

(1) You provide the data and content required for setup and operation and keep them up to date.

(2) You alone are responsible for complying with the statutory provisions that apply to you, in particular for

- the labelling of food, additives and allergens,
- the protection of minors, in particular when supplying alcoholic beverages,
- the legal notice, the privacy policy and the price information that your own shop provides to your guests,
- the proper taxation of your income and compliance with your legal obligations relating to cash registers.

(3) If you operate your shop for consumers, you are a service provider within the meaning of the BFSG (German Accessibility Strengthening Act) or of the provisions by which the state in which you offer your shop transposes Directive (EU) 2019/882, and you are responsible for complying with the requirements set out there. hfoods supports you in this within the scope of the functionality, but is not obliged to ensure the accessibility of the shop you design. The exemptions for micro-enterprises under § 3(3) BFSG and under those provisions remain unaffected.

(4) Payments from your guests are processed through an account with a payment service provider that you open yourself. The payment processing contract is concluded exclusively between you and the payment service provider. hfoods only provides the technical interface, does not collect any money from your guests and is not involved in the flow of funds.

(5) If you book the App shop plan, hfoods submits the app to Apple and Google, normally through developer accounts belonging to hfoods. If the guidelines of Apple or Google require the restaurant to have its own developer account, or if the app cannot, or can no longer, be published through the hfoods accounts for any other reason, hfoods will notify you in text form. You then open and maintain the necessary developer account at your own expense and grant hfoods the access rights required for submission; this also applies to an app that has already been published. hfoods submits the app within 30 days after you have provided the name and logo and, if hfoods has asked you to do so, set up the developer account. hfoods has no influence on the decisions of the store operators. If the contract ends or converts to the Free plan under § 4(2), hfoods may remove an app published through an hfoods account from the stores. You owe the fee for the App shop plan from the first invoice day, even while the app has not yet been published. If hfoods does not submit the app within these 30 days, the fee for the period from the expiry of that deadline until submission is reduced by at least the difference from the monthly fee that the booking flow showed you for the Web shop plan when you booked. Your further rights under § 8 remain unaffected.

(6) Your shop accepts orders as soon as you take it live in the admin area; this also applies during the trial period and in the Free plan, where it is subject to the order block under § 16(7). Before that, you confirm your email address via the link that hfoods sends you for this purpose and enter the information that the admin area lists as a requirement, such as opening hours, menu and legal notice. Until then, your shop does not accept orders. This restriction results from the lack of cooperation on your part and is not a defect. The other services, in particular the admin area, are available to you.

(7) You are responsible for the legal texts of your shop, in particular the legal notice, the privacy policy and the terms of sale for your guests. Where hfoods provides templates for these, they are non-binding samples; they do not constitute legal advice and do not replace it.

(8) You keep your login details safe and do not pass them on to unauthorised persons. You inform hfoods without undue delay of any suspected misuse.

(9) You indemnify hfoods against third-party claims based on a breach of your obligations under paragraphs 1 to 8 or on the content you provide, to the extent that you are responsible for the breach.

(10) Online payment with Stripe: You can also open the account under paragraph 4 in the admin area with Stripe Payments Europe, Limited, Ireland, and the other Stripe companies provided for in Stripe's terms for the country of your business (together ‘Stripe’), or connect an existing Stripe account to hfoods there. This option is voluntary. The following applies:

- You conclude the payment processing contract yourself with Stripe, on Stripe's terms for connected accounts (Stripe Connected Account Agreement together with the Stripe Services Agreement). When the account is opened, hfoods sends Stripe the name, country and contact details of your business so that you do not have to enter them again. You provide all other details directly to Stripe. Stripe itself checks your details and the identity of the persons behind your business and decides whether, and from when, your account accepts payments.
- Your guests' payments go directly to your Stripe account. Payouts to your bank account, refunds, chargebacks and Stripe's fees are handled between you and Stripe under Stripe's terms. hfoods does not receive any money in this process and does not withhold anything from your payments. hfoods does not charge you any fee for online payment with Stripe; hfoods may introduce such a fee only with your separate consent in text form.
- You authorise hfoods, through your account and in your name, to create payments from your guests, to capture or cancel authorised payments and to initiate refunds, as triggered by you or your staff in the admin area or on the order terminal or as provided for by your settings, for example when an order is accepted, rejected or automatically cancelled. hfoods may also register the domains of your shop for Apple Pay and Google Pay and query the status of your account. hfoods uses this authorisation only for orders placed through your ordering system.
- You choose in the admin area which of the payment methods offered there your guests can use through Stripe; payment by card is always enabled. Stripe decides whether a payment method is available for your account.
- You can end online payment with Stripe at any time by notifying hfoods in text form; if you connected an existing account to hfoods, you can also disconnect it directly at Stripe. hfoods then disconnects the account without undue delay and no longer creates payments through it. If the contract for the ordering system ends, hfoods likewise no longer creates payments through the account. In both cases, your Stripe account remains in place; you then initiate refunds for earlier payments yourself at Stripe.

- If Stripe claims amounts from hfoods that are based on payments, refunds or chargebacks through your account, you indemnify hfoods against them, to the extent that hfoods is not responsible for the cause.

§ 7 AVAILABILITY, MAINTENANCE, SUPPORT

(1) hfoods owes availability of the ordering system of 98.5 per cent as an annual average, measured at the server exit point of the data centre. This figure is a performance obligation. If hfoods falls short of it, you have the statutory rights, in particular a reduction of the fee (Minderung) under § 8(2) and damages in accordance with § 9. hfoods gives a guarantee, or warrants a characteristic within the meaning of § 536(2) BGB, only if it is expressly designated as such in text form; this has no effect on your statutory rights if availability falls short. If you are a consumer, paragraphs 1 to 3 do not limit the objective requirements for the ordering system under § 327e(3) BGB.

(2) The measurement period is the calendar year. There is only this one measurement period; availability is calculated as an average over the year.

(3) The following do not count as downtime: periods of scheduled maintenance under paragraph 4, periods of force majeure, disruptions of the public internet outside the measuring point under paragraph 1, disruptions at payment service providers and other providers with whom you yourself have a contract, disruptions due to a cause for which you are responsible, and disruptions that affect only your internet access or your devices. This list is exhaustive. Disruptions at data centre, hosting and other subcontractors of hfoods count as downtime.

(4) hfoods carries out scheduled maintenance between 03:00 and 06:00 wherever possible. hfoods announces work expected to last longer than 30 minutes at least 48 hours in advance, in text form or by a notice in the application. hfoods may take measures to avert an acute threat to the security or integrity of the systems or data at any time without prior notice.

(5) hfoods provides support by email to info@highfoods.de from Monday to Friday, 09:00 to 17:00, except on public holidays at the place where hfoods is established. Binding response, processing or resolution times are not part of this contract. They can be agreed separately in text form. For the Free plan, § 16(4) also applies.

(6) Support does not cover individual customisations, training, the maintenance of the content you upload, or assistance with your hardware and network.

§ 8 DEFECTS, PRICE REDUCTION, SET-OFF

(1) You report defects and disruptions in text form to info@highfoods.de without undue delay after becoming aware of them and describe them in a way that allows hfoods to understand them. If you are a trader, § 536c BGB remains unaffected. If you are a consumer, your rights do not depend on this report.

(2) If you are a trader, a reduction of the fee is governed by the statutory rules, but is not available for periods before the report under paragraph 1 has been received unless hfoods was aware of the defect. If you are a consumer, your rights in the event of failure to supply and of defects in the ordering system are governed by §§ 327c to 327n BGB (§ 578b BGB); the restriction under sentence 1 does not apply in that case. You are therefore entitled to the statutory remedies for defects in any event.

(3) Only if you are a trader: you may exercise set-off (Aufrechnung) against fee claims of hfoods with counterclaims that are undisputed, ready for decision or established by a final court ruling. The restriction under sentence 1 does not apply to counterclaims for defects, for partial non-performance or for overpaid fees under this contract. You have a right of retention (Zurückbehaltungsrecht) in respect of counterclaims arising from this contractual relationship; the restriction under sentence 1 does not apply to it. If you are a consumer, you may exercise set-off and withhold performance in accordance with the statutory rules.

§ 9 LIABILITY

(1) hfoods has unlimited liability

- for intent and gross negligence,
- for damage resulting from injury to life, body or health,
- under the ProdHaftG (German Product Liability Act),
- for fraudulent concealment of a defect, and
- to the extent of any guarantee given by hfoods.

(2) In the case of simple negligence, hfoods is liable only for breach of a material contractual obligation (wesentliche Vertragspflicht), and then only up to the amount of the foreseeable damage typical for this type of contract at the time the contract was concluded. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment you regularly rely and are entitled to rely. They include in particular the provision of the ordering system with the agreed functionality, the remedying of reported disruptions within the agreed framework and the protection of the data you upload against unauthorised access.

(3) Any further liability of hfoods is excluded. In particular, no-fault liability under § 536a(1), first alternative, BGB for defects that already existed when the contract was concluded is excluded. Paragraphs 2 and 3 do not apply to claims under the Data Processing Agreement in Annex 1 or to recourse under Art. 82(5) of the General Data Protection Regulation (GDPR); for these, only § 9 of the Data Processing Agreement applies.

(4) Paragraphs 1 to 3 also apply in favour of the legal representatives, employees and vicarious agents (Erfüllungsgehilfen) of hfoods and to claims in tort.

§ 10 LIMITATION PERIODS

(1) If you are a trader, your claims against hfoods become time-barred twelve months after the statutory limitation period begins. If you are a consumer, sentence 1 of paragraph 1 does not apply; the statutory limitation periods apply to you, in particular § 327j BGB for claims based on defects in the ordering system.

(2) Paragraph 1 does not apply to claims based on intent or gross negligence, claims for injury to life, body or health, claims under the ProdHaftG, claims based on fraudulent concealment of a defect or claims under a guarantee given by hfoods. The statutory limitation periods apply to these claims.

(3) Nor does paragraph 1 apply to claims under the Data Processing Agreement in Annex 1 or to recourse under Art. 82(5) GDPR. The statutory limitation periods likewise apply to these claims.

§ 11 CUSTOMER DATA, BACKUPS, EXPORT AND SWITCHING

(1) The data recorded by you and through your ordering system remain assigned to you. hfoods uses them exclusively to perform the contract and within the scope of the Data Processing Agreement under § 12.

(2) At any time during the term and for up to 30 calendar days after the contract ends, you can trigger an export of your data yourself in the admin area, on the ‘Contract and invoices’ page, using the ‘Export data’ button. hfoods creates the export as a ZIP file containing one JSON file per area plus one CSV file each for orders, reservations and guests, all in UTF-8 character encoding, and emails you a download link. The link is valid for seven days. In addition, on your request in text form, hfoods will provide you with all data under Annex 2 Part A within ten working days (Werktage) in a common, machine-readable format. hfoods does not charge any fee for the export or for switching provider.

(3) The categories of data covered by export and transfer are set out exhaustively in Annex 2 Part A. On your request under paragraph 2, hfoods will provide images in their original image format.

(4) Only if you are a trader: the liability of hfoods for the loss of data that you could have downloaded yourself under paragraph 2 is limited to the effort that would be required to restore them from a proper backup. This does not apply in the cases of § 9(1).

(5) hfoods backs up the database at least once a week and keeps each backup for 98 days. hfoods does not owe more frequent backups. Data in a backup are deleted when that backup expires.

(6) You may at any time switch to another provider, transfer your data to your own systems or request their deletion (Articles 23 to 25 of Regulation (EU) 2023/2854). You notify hfoods of this in text form, for example by email to the address given in the legal notice (switching notice); in the admin area, you can submit the switching notice together with your cancellation. You do not have to observe any notice period for this; your right to cancel under § 13(2) remains unaffected.

(7) The transitional period is 30 calendar days. It begins on the day you specify in your switching notice, but no later than two months after the notice is received. If you do not specify a day, it begins two months after receipt of the switching notice; at your request, it begins earlier. You may extend the transitional period once, by a period you consider appropriate; you notify hfoods of the extension in text form before the transitional period ends. If the switch is technically not feasible within 30 calendar days, hfoods will notify you of this in text form within 14 working days after receiving your switching notice, give reasons for the technical unfeasibility and specify an alternative transitional period not exceeding seven months; your right to extend remains unaffected. The transitional period ends early as soon as the switch has been completed successfully.

(7a) In your switching notice, you choose one of the following options:

- ‘another provider’: hfoods transfers your data to the other provider you name,
- ‘own systems’: you transfer your data to your own systems,
- ‘delete’: hfoods deletes your data without transferring them.

(7b) If you choose ‘another provider’ or ‘own systems’, your switching notice also counts as cancellation and, by way of derogation from § 13(2), the contract ends only when the switch has been completed successfully, and at the latest at the end of the transitional period. Until then, hfoods continues to provide the contractual services unchanged; the fee for them remains payable. If you choose ‘delete’, your switching notice likewise counts as cancellation, and the contract ends on the next possible date under § 13(2). hfoods confirms to you in text form the transitional period, if one is running, and the day on which the contract ends, and notifies you in text form once the switch has been completed successfully. During the switch, hfoods supports you and the other provider you name to a reasonable extent, maintains the security of the data and services, in particular during transfer, and provides you with all information you need for your exit strategy.

(8) During the transitional period, hfoods continues to provide the contractual services unchanged. hfoods informs you of risks associated with the switch, in particular of data that cannot be transferred. The fee for the services continued during the transitional period remains unaffected.

(9) The data that hfoods transfers are set out exhaustively in Annex 2 Part A. The data that hfoods does not transfer are set out exhaustively in Annex 2 Part B.

(10) After the contract ends, you can still export and retrieve your data under paragraph 2 for 30 calendar days (retrieval period). After a switch, the retrieval period begins at the end of the transitional period.

(11) Once the retrieval period has expired, hfoods deletes your data completely in accordance with § 8 of the Data Processing Agreement and confirms the deletion to you in text form. hfoods does not delete its own invoices and accounting records, which hfoods itself must retain under § 147 AO (German Fiscal Code) and § 257 HGB (German Commercial Code), or the contract record under paragraph 13, which also includes the documents relating to your cancellation and the records of contractual notices sent to you; separate deletion periods apply to these.

(12) hfoods does not charge any fee for switching, export or data extraction. hfoods publishes the information required by Art. 28(1) and Art. 29(4) of Regulation (EU) 2023/2854 at https://hfoods.de/datenverordnung/.

(13) hfoods keeps the contract record of the conclusion of your contract until the end of the third calendar year after the contract ends; hfoods keeps components relevant for tax purposes until the end of the sixth calendar year after the contract ends.

§ 12 DATA PROTECTION

(1) Where hfoods processes personal data of your guests in providing the services, it does so exclusively on your behalf and on your instructions. You are the controller within the meaning of the GDPR and of any other data protection law that applies to your business.

(2) You and hfoods conclude the Data Processing Agreement under Art. 28 GDPR for this purpose, which forms part of this contract as Annex 1. You agree to it during booking together with these Terms. It is sent to you in text form as a PDF file together with these Terms.

(3) hfoods is a controller in its own right for the processing of your own data, in particular for contract performance and invoicing. Information on this is provided in the hfoods privacy policy. The privacy policy is for information only and does not form part of this contract.

(4) hfoods keeps a suppression list, across all businesses, of email addresses to which delivery has failed or which have been reported as complaints, as a controller in its own right on the basis of Art. 6(1)(f) GDPR. The list contains only the address, the reason and the time of the block and serves exclusively to prevent further delivery attempts to these addresses.

§ 13 TERM AND CANCELLATION

(1) The contract is concluded for an indefinite period. It begins when the contract is concluded under § 2(3).

(2) There is no minimum term. You may cancel at any time, effective at the end of the current billing month; hfoods must receive your cancellation no later than the last day of that billing month. Before booking, you are shown: ‘Cancel monthly, effective at the end of your billing month’. hfoods may cancel with one month's notice, effective at the end of a billing month. During the trial period, your cancellation takes effect immediately; your plan then costs you nothing. Without an active payment method, the contract converts automatically to the Free plan at the end of the trial period under § 4(2). § 16(9) applies to cancellation in the Free plan.

(3) Cancellation must be in text form, for example by email to the address given in the legal notice. You can also cancel in the admin area or, without signing in, using the ‘Cancel contracts here’ button, which appears on every page of hfoods.de and leads to https://hfoods.de/kuendigen/. hfoods immediately confirms to you by email, in text form, the content of your cancellation, the date and time of its receipt and the date on which the contract is to end. If you do not specify a date, your cancellation takes effect at the earliest possible date. No form stricter than text form is required.

(4) The right to terminate for good cause remains unaffected. Good cause exists for hfoods in particular if you are in default with the fee, or with a not insignificant part of it, for two consecutive billing months, or if, over a period spanning more than two billing months, you are in default with an amount of at least two monthly fees. The restriction on termination under § 112 InsO (German Insolvency Code) remains unaffected. Before terminating for good cause on the basis of a breach of duty, a formal warning (Abmahnung) with a reasonable period for remedy is required, unless the law provides otherwise.

(5) Once the contract has ended, access to the ordering system is deactivated; you can continue to trigger the export under § 11(2) until the end of the retrieval period. If you do not give notice of a switch, you can retrieve your data for a further 30 calendar days after the contract ends; hfoods then deletes them in accordance with § 8 of the Data Processing Agreement. If you give notice of a switch, § 11(6) to (12) apply; the end of the contract is then determined by § 11(7b).

(6) § 15 applies to the cancellation of add-on services.

§ 14 CHANGES TO THESE TERMS

(1) Only if you are a trader: hfoods may change these Terms where the change

- is prompted by a change in the law or by a decision of a supreme court,

- serves to adapt the Terms to a further development of the software that does not restrict the functionality under § 3(2) and is reasonable for you (§ 3(7)), or
- closes a gap in the provisions that has arisen after the contract was concluded,

and the change is reasonable for you, taking into account the interests of hfoods. This list is exhaustive.

(2) Changes to the main performance obligations and to the fee cannot be made in this way. Only § 5(9) and (10) apply to the fee. A change under paragraph 1 must not impair the contractually agreed purpose.

(3) hfoods will notify you of the change in text form at least six weeks before it takes effect, expressly pointing out the change, your right to object, the deadline for objecting and the fact that your silence will be deemed consent.

(4) If you do not object in text form by the time the change takes effect, the change is deemed accepted. If you object, the previous terms continue to apply; in that case, either party may cancel the contract under § 13(2).

(5) Annex 1 is not covered by paragraphs 1 to 4. Only § 10(4) of the Data Processing Agreement applies to changes to Annex 1.

(6) If you are a consumer, paragraphs 1 to 4 do not apply. In that case, hfoods may only offer you a change to these Terms. The change takes effect only if you expressly agree to it in text form; your silence is not deemed consent. If you do not agree, the previous terms continue to apply; either party may then cancel the contract under § 13(2).

§ 15 ADD-ON SERVICES

(1) You book add-on services separately in the admin area; they cannot be booked in the Free plan. hfoods shows you the fee, term and cancellation terms before you place your order. The fee for an add-on service is the amount shown to you at that point; it is a net amount, plus VAT where payable by law; § 5(11) and (12) apply accordingly. hfoods confirms each booking to you in text form without undue delay and records it, with the fee, the wording displayed and the time, in the contract record. The fee agreed in this way applies to the add-on service booked; prices that hfoods sets for new bookings after you have booked do not change it. Paragraphs 2, 3 and 5 describe the add-on services exhaustively. If you are a consumer, your statutory right of withdrawal for add-on services remains unaffected.

(2) Order terminal, purchase: You pay the purchase price under paragraph 1 as a one-off payment; it becomes due with the next invoice. Ownership of the device passes to you upon payment in full; until then, the device remains the property of hfoods (retention of title under § 449(1) BGB). The statutory rights in respect of defects apply. Claims for defects in the device become time-barred one year after delivery if you are a trader; in the cases of § 9(1), the statutory limitation periods apply. If you are a consumer, the statutory limitation periods apply to defects in the device. Accessories, receipt printers, paper and a mobile phone contract are not included.

(3) Own domain: At your request, hfoods obtains a domain and connects it to your shop. The fee is an annual fee; its amount for each contract year, including whether a contract year is free of charge, follows from paragraph 1. The contract year begins when the domain is registered. It is renewed for a further year each time unless you cancel in text form by the end of the current contract year. If you are a consumer, the following applies instead of sentence 4: after the first contract year, the domain contract continues for an indefinite period, and you may cancel it at any time with one month's notice in text form; hfoods will refund to you, pro rata, any annual fee already paid for the period after the end of the contract. If the contract for the ordering system ends, you may request in text form, within 30 calendar days, that the domain be transferred to you; hfoods then provides you with the release code. If you do not request the transfer within this period, hfoods releases the domain once the period has expired.

(4) If the contract for the ordering system ends, all add-on services end on the same day. The domain is then no longer renewed; hfoods refunds to you, pro rata, any annual fee already paid for the period after the contract ends. Your right to request the transfer of the domain under the sixth sentence of paragraph 3 remains unaffected. Sentences 5 to 7 of paragraph 5 apply to the domain service. If the contract converts to the Free plan under § 4(2), sentences 1 to 4 apply accordingly. In both cases, any purchase price under paragraph 2 remains payable; to the extent that it has not yet been invoiced, hfoods will invoice it separately.

(5) Domain service: At your request, hfoods registers a domain with your business as the domain holder, sets it up and connects it to your shop. The fee under paragraph 1 is a monthly fee and is invoiced with the billing month under § 5(2); you may cancel the domain service effective at the end of the billing month. As long as the domain service is running, hfoods renews the domain for one year at a time and pays for it in advance. If the domain is no longer available at the time of registration, the booking ends without any fee being payable. If the domain service or the contract for the ordering system ends, hfoods no longer renews the domain; it remains registered to your business until the end of the registration period already paid for. hfoods notifies you of this date in text form, provides you with the transfer code in the admin area and by email, and reminds you 30 and 7 calendar days before this date. If you do not move the domain to another provider by this date, it lapses and may be registered by third parties. You warrant that you are entitled to use the name and that it does not infringe any third-party rights in trade marks, names or company names; you indemnify hfoods against justified third-party claims arising from such an infringement. Paragraph 3 does not apply to the domain service.

§ 16 FREE PLAN

(1) In the Free plan, you use the ordering system permanently without paying a fee. You do not need a payment method for it, and hfoods charges you neither a monthly fee nor a fee per order or per payment made by your guests. hfoods may introduce a fee for the Free plan only with your separate consent in text form; § 5(9) does not apply to this. You can book the Free plan through the booking flow, or your contract converts to it under § 4(2).

(2) The Free plan comprises:

- your ordering shop for delivery and collection at a web address provided by hfoods, such as a subdomain of hfoods.de, with delivery areas and opening hours,
- your menu with categories, items, sizes and add-on options,
- receipt of your orders in the admin area and by email,
- the order terminal app for an Android device that you provide yourself,
- the connection of a domain that you already own to your shop under § 3(2),
- the payment methods for your guests that you enable in the admin area, including payment on collection or delivery and online payment with Stripe under § 6(10),
- support under paragraph 4.

Your own app and the add-on services under § 15 are not part of the Free plan. hfoods may also provide you with further functions of the ordering system in the Free plan, such as reports, table reservations or promotions and discounts; you have no entitlement to them, and hfoods may withdraw them again after giving at least four weeks' notice in text form.

(3) In the Free plan, hfoods may display in your shop a reference to hfoods with a link to the hfoods website, such as ‘Powered by hfoods’.

(4) In the Free plan, hfoods provides support through the help centre, through the chat on the hfoods website and by email under § 7(5). Telephone support and setup by hfoods under § 3(5), second sentence, are not part of the Free plan.

(5) The Free plan covers up to 30 orders per calendar month (order limit). Only orders placed through your shop or through an app of your business that have been accepted and completed count; cancelled, rejected and test orders do not count. Each order counts towards the calendar day on which it is received. By way of derogation from § 17(7), the calendar day and the calendar month are determined by the time zone of your business as set in your shop. If your contract converts to the Free plan during a calendar month, only the orders received from the conversion onwards count for that month. For this purpose, hfoods counts the orders of your business and shows you the current count in the admin area. hfoods may raise the order limit and will notify you of this in text form; hfoods cannot lower the order limit for your contract.

(6) hfoods will let you know in the admin area and by email when, in a calendar month, you are ten orders short of the order limit and when you have reached it, that is, with an order limit of 30, at 20 and at 30 orders. You are over the order limit if more orders count in a calendar month than the order limit allows. Even then, your shop continues to accept orders without

interruption until the end of that calendar month. From the following calendar month, hfoods will ask you to book a plan under paragraph 8.

(7) If you are over the order limit in two consecutive calendar months and do not book a plan, hfoods may block new online orders in your shop (order block). The order block begins no earlier than the start of the next calendar month and no earlier than seven calendar days after you receive notice of it in text form, whichever is later. You process orders received before the order block begins as usual. During the order block, your shop and your menu remain visible, with a notice that online ordering is currently unavailable; the admin area and your data remain fully available to you, including export and switching provider under § 11. During the order block, hfoods will remind you by email to book a plan, no more than once a week and no more than four times. The order block ends immediately as soon as you book a plan under paragraph 8 and your payment method is active. hfoods does not delete any data because of the order block for as long as the contract is in force.

(8) You can switch from the Free plan to the Web shop or App shop plan at any time in the admin area. To do so, you add a payment method under § 5(4) and confirm the switch by ticking a consent checkbox and clicking a button labelled ‘Book and pay’. Before you click, hfoods shows you the plan, its monthly fee, the first invoice day, the cancellation terms and the versions of these Terms and of the Data Processing Agreement that apply from the switch. The switch takes effect as soon as your payment method is active; hfoods confirms it to you by email. Your contract then continues with the plan you have chosen; no trial period arises, and the order limit under paragraph 5 no longer applies. The first invoice day is the day after the switch; if that day falls on the 29th, 30th or 31st of a month, the first invoice day is the 1st of the following month. Until then, use remains free of charge. From the first invoice day, the fee, billing and cancellation of the plan are governed by § 5 and § 13; if you cancel before the first invoice day, your cancellation takes effect immediately and no costs arise.

(9) In the Free plan, you may cancel the contract at any time with immediate effect, by any of the means under § 13(3), including the ‘Cancel contracts here’ button. Before you book the Free plan, you are shown: ‘Cancel at any time’. hfoods may cancel the contract in the Free plan in text form with one month's notice, effective at the end of a calendar month. The right to terminate for good cause under § 13(4) remains unaffected. After the contract ends, § 13(5) and § 11(10) and (11) apply. Where these Terms refer to cancellation under § 13(2), this paragraph applies in the Free plan.

§ 17 FINAL PROVISIONS

(1) This contract is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods. If you are a consumer, this choice of law applies only to the extent that it does not deprive you of the protection afforded by the mandatory provisions of the law of the state in which you have your habitual residence.

(2) If the customer and hfoods are merchants (Kaufleute), legal entities under public law or special funds under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the place where hfoods is established. If your business is established outside Germany, the courts at the place where hfoods is established in Germany have exclusive jurisdiction for all disputes arising from this contract and concerning its conclusion. Otherwise, in particular if you are a consumer, the statutory places of jurisdiction apply.

(3) Amendments and additions to this contract must be in text form. Individual contractual agreements take precedence (§ 305b BGB).

(4) Should any provision of these Terms be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by the statutory provision.

(5) These Terms apply in the version of 4 November 2026. They are permanently available at https://hfoods.de/agb/selbstbuchung/2026-11-04/.

(6) hfoods is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

(7) Times and days in this contract, including for deadlines, invoice days and maintenance and support hours, are determined by the legal time in Germany, even if your business is located in a different time zone. § 16(5) applies to the counting of orders in the Free plan.

ANNEX 1: DATA PROCESSING AGREEMENT

Annex 1 is the Data Processing Agreement in the version of 3 November 2026, available at https://hfoods.de/avv/selbstbuchung/2026-11-03/

This version is sent to you in text form as a PDF file together with these Terms and thus forms part of the contract.

ANNEX 2: PROVIDER SWITCHING AND DATA EXPORT

Part A: Data that hfoods transfers and exports when you switch provider. This list is exhaustive.

- Business data and settings of your business, including branch master data, opening hours, delivery areas, contact details, payment methods, order types, appearance and the legal texts you have entered for your shop
- Menu, including categories, items, sizes, extra options and allergen and additive information; the associated images under § 11(3)
- Orders, including line items, amounts, tax rates and status timestamps
- Reservations
- Customer accounts of your guests, including the addresses stored by the guests, without passwords
- Loyalty points and loyalty point accounts
- Vouchers, promotions and discounts
- Reports and analyses of your business, where stored
- Accounts of the staff of your business, without passwords
- All other data that hfoods stores under your business, unless excluded by Part B

Part B: Data that hfoods does not transfer. This list is exhaustive. The first two items and the server function logs are data from the internal operations of hfoods whose disclosure would reveal trade secrets of hfoods (Art. 25(2)(f) of Regulation (EU) 2023/2854); the remaining items are not exportable data within the meaning of Art. 2(38) of that Regulation or are not disclosed for security reasons.

- Trade secrets and the software of hfoods, including source code, configuration and operational know-how
- Cross-business analyses that do not allow any individual data of your business to be identified
- Server function logs
- Passwords, access keys, access tokens and push notification identifiers, together with their hash values and related information, including those of your guests and of the staff of your business
- The access keys of your payment service providers that you have stored; you hold them yourself with your payment service provider
- The data that hfoods keeps for its own billing with you, in particular your direct debit mandate; you receive your invoices under § 5(3)
- Data of third parties that hfoods is not authorised to disclose
- Backups as such; hfoods transfers the data they contain from the current data set under Part A

ANNEX 3: INSTRUCTIONS ON WITHDRAWAL AND MODEL WITHDRAWAL FORM

hfoods voluntarily grants the following right of withdrawal to anyone who concludes the contract for the ordering system through the booking flow. Should a contract nevertheless be concluded with a consumer, the consumer also has this right by law. The instructions and the form follow word for word the statutory models under Art. 246a § 1(2) EGBGB (Introductory Act

to the German Civil Code), which is why they are worded differently from the rest of these Terms.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Karam Ali Murad-Murad, trading as hfoods, Birkenweg 34, 51503 Rösrath, Germany, telephone +49 2205 9189951, email info@highfoods.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

End of instructions on withdrawal

Note on the trial period: Use is free of charge until the day before the first invoice day, which is at least 31 days after the contract is concluded (§ 4(1)). If you withdraw within the withdrawal period, there is therefore nothing to pay and nothing to refund; hfoods does not claim compensation for value.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Karam Ali Murad-Murad, trading as hfoods, Birkenweg 34, 51503 Rösrath, Germany, email info@highfoods.de:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

Note on completing the form: for the service, it is sufficient to enter, for example, ‘hfoods ordering system, Web shop plan’. ‘Ordered on’ is the day of your booking.