

Terms & Conditions of Use

In order to be able to benefit from the services offered by Kulinen, we request that you carefully read these general conditions of sale and use (hereafter the "General Conditions"). By accepting these General Conditions the User acknowledges that Kulinen is solely acting in a purely representative capacity, and that the final contract is concluded between the User and the Partner. For this reason Kulinen can under no circumstances accept any responsibility for the contracts for the provision of services concluded between you and the Partners. Any use that you may make of this site is conditional upon your acceptance of the following conditions of use:

Article 1. Definitions and scope of application

1.1 Definitions

The terms "you" or "the User" refer to all users of the Site who reserve, order and/or buy any Service offered by Kulinen on the Site. "Site" refers to the website www.Kulinen "Partner" refers to all Service providers on the Site other than Kulinen. The term "Partner" includes the restaurateurs and all other service providers on the Site. "Service" refers to a provision of Services, accommodation services or any other service provided by Kulinen or the Partners.

1.2 Scope of application

The present General Conditions apply to all services offered on the Site. Depending on the type of service in question, these General Conditions may be supplemented by the specific conditions of the Partners (hereafter the "Specific Conditions"). The Specific Conditions must be validated at the time of the actual order. You undertake to comply with the Partners' Specific Conditions, in particular to pay all sums due and to accept the conditions and limitations of responsibility regarding the availability of the Services offered.

Article 2. Intellectual Property

2.1. General

Kulinen grants you a limited and non-transferable licence to use this site according to the terms and conditions of these general conditions. You may only use this site to make legitimate reservations or purchases and will not use this site for any other purpose, including, but not limited to, making speculative, false or fraudulent reservations, or any other reservation in anticipation of demand. Access to the site does not grant you any right to the intellectual property rights relating to the Site which remain the exclusive property of Kulinen, the companies in its group or the Partners.

2.2. Data

The components accessible on the Site, particularly in the form of texts, photographs, images, icons, sounds, videos, software, database and data are protected by intellectual and industrial property rights and other rights held by Kulinen or held by the companies in its group or by the Partners. No part of the site may be interpreted as implicitly awarding, by way of estoppel or otherwise, any form of licence or authorisation to use any registered trademark of any kind presented on the site without written authorisation from Kulinen or from the third party owning the registered trademarks presented on the site.

2.3. Use of the site

Except for explicit provisions indicated in this document, you may not under any circumstances reproduce, represent, modify, transmit, publish or adapt all or part of the Site, on any medium whatsoever, by any means whatsoever, or exploit the site in any way whatsoever, without prior written authorisation from Kulinen. Kulinen explicitly retains all rights not expressly granted through the present General Conditions to the User, who cannot claim to use said rights or to benefit from them. The use of all or part of the Site without the prior authorisation of Kulinen, in any way whatsoever, may be subject to any appropriate proceedings, particularly proceedings for counterfeiting. The use of a non-substantial part of the Site for strictly private and non-commercial purposes is the sole use authorised. The insertion of hyperlinks to any part of the Site is prohibited without prior written authorisation of Kulinen.

Article 3. Responsibility

You are responsible for maintaining the confidentiality of your account and password information should you use this site. You agree to accept responsibility for all activities that occur with your account or password. You confirm that you are of legal age to use this site and to enter into irrevocable legal commitments for any liability whatsoever that you may incur through use of this site. You understand that you are financially responsible for all uses that you make of this site and for those parties who use your connection details.

Article 4. Protection of privacy

4.1. Objectives of personal data processing

Kulinen only collects the personal information that you send to us such as: first name, surname, postal and e-mail addresses. This information is collected solely using electronic forms that you are invited to complete when, for example: you subscribe to a newsletter, you request information, you take part in a survey or a competition, you use a service offered by our website. The information communicated via these forms is kept in the files of Kulinen. It is used to provide you with the service or the information requested, and to inform you of other products, services and promotions of Kulinen and of its partners. With your prior authorisation we will send you sales information related to new products or promotions. You will have the option of informing us should you no longer wish to receive such messages. For all personal information sent by e-mail or by any other methods you accept that Kulinen collects, keeps and/or uses this information for the purposes stated above.

4.2. Persons who have access to the personal information collected

Your information is kept in the databases of Kulinen. Kulinen makes use of other companies to perform certain tasks (e.g. technical maintenance of our websites, assistance during promotional campaigns, etc.). These companies only have temporary access to your personal information and only to the extent essential for the exercise of their functions. They can only and exclusively export your information for the exercise of their respective functions and cannot use it for any other purpose under any circumstances. Kulinen reserves the right to use your personal information or to make it public if: required by law, required to safeguard the integrity of the website, you request this, a request for cooperation is made in the course of a police or judicial investigation.

4.3. Your rights regarding the personal information collected by us

You have the right to access your information and have the right to amend it, as stated below. If your personal information is to be modified we request that you inform us by post at the contact address. Depending on the contents of your request we will amend your information as quickly as possible. Should you wish to consult your personal information, wish the personal information to be deleted from our file or oppose the use of your personal data, you can inform us by post at the contact address.

4.4. Use of Cookies by Kulinen

Our cookies facilitate your use of our website considerably. Kulinen uses them solely to make your online experience more user-friendly. We can use them to personalise your settings or to keep you up to date with the results of any competitions that you have entered. If you do not wish to receive cookies by modifying your browser settings, it is possible that some parts of the website will no longer be accessible to you.

4.5. Security

Kulinen will take all reasonable measures to ensure the confidentiality of your information. By pressing the send button during the transmission of your data, you acknowledge that the transmission of such data over the Internet is never exempt from risk. The losses resulting from the use of your information by an unauthorised third party cannot be indemnified by Kulinen under any circumstances.

4.6. Contact details

help@kulinen.com

Article 5. Transmission of information to Kulinen

All communication or content that you transmit to the Site by e-mail or other means, including all information, questions, comments, suggestions or other items, is and will be treated as non-confidential and not covered by property rights. Everything that you transmit or post can be used by Kulinen or the companies in its group for the purpose of their choice, including but not limited to, reproduction, communication, transmission, publication, broadcasting and postal correspondence. In addition, Kulinen is free to use all of the ideas, concepts, expertise or techniques contained in all communication sent by you or on your behalf to the site for all types of use, including but not limited to, developing, manufacturing and marketing products through using this information. Kulinen accepts no responsibility for the items you submit or send to this site. You are forbidden from sending or transmitting illegal, threatening, defamatory, obscene, indecent, inflammatory or pornographic material or material containing profanities, or any material that could constitute or encourage conduct which would be considered as a criminal offence, trigger civil liability or breach any law. Moreover, you are forbidden from sending or transmitting any information that (a) breaches a third party's rights or violates their privacy or publicity rights, (b) is protected by copyright, a registered trademark or any other property right, unless you have explicit written permission from the owner of such a right, (c) contains a virus, a bug or any other harmful item or (d) is used to reach an illegal agreement against another person that violates freedom to trade or freedom of competition. You will be solely responsible for all losses resulting from any breach of copyright, registered trademark or any other property right, or any other loss resulting from your use of the Site.

Article 6. Exclusion of guarantee

All risks linked to navigation on this site come under your responsibility. Neither Kulinen nor any other party involved in the creation, production or supply of the site will be liable for direct, indirect, fortuitous, accessory or special loss linked to your access to the site or your use of the site. Without any limit on the preceding items, all of the content offered on the site is provided to you "AS IS", WITHOUT ANY EXPLICIT OR IMPLICIT GUARANTEE, INCLUDING BUT NOT LIMITED TO, IMPLICIT GUARANTEES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR USE OR AS TO THE ABSENCE OF COUNTERFEITING. Please note that certain jurisdictions do not authorise the exclusion or the limitation of implicit guarantees, therefore some of the exclusions above may not apply in your case. Please check the laws in force on the restrictions or limitations concerning the exclusion of implicit guarantees. Kulinen also assumes no responsibility and will not be liable for any loss affecting, or for any virus that may infect your computer equipment or any other goods following your access to, or your use of, or your navigation around the site, or your downloading of any type of content, data, texts, images, videos or sounds offered on the site.

Article 7. Limitation of responsibility

Kulinen assumes no responsibility for the goods and services that are offered to you by the Partners, or for any other aspects of the contractual relationship existing between you and the Partners. Kulinen can in no way be held responsible for any loss resulting from a product or service offered on the Site or on the sites of Partners using the Kulinen site. Under no circumstances is Kulinen liable whatsoever for any damage, loss, claim or special, exemplary, punitive, consequential, incidental or consecutive losses of any kind (including, but not limited to lost benefits or lost savings), whether based on a contract, a tort, strict liability or otherwise, which arises out of or is in any way connected with (i) any use whatsoever of this site or of the content found herein, (ii) any failure or delay whatsoever (including, but not limited to, the use of or inability to use any component of this site for reservations or tickets) or (iii) the performance or non-performance by Kulinen or by one of its Partners, even if such party has been warned of the possibility of damages to such parties or any other party. If, notwithstanding the foregoing, Kulinen should be found liable for any loss or damages which arise out of or are in any way connected with any of the above described functions or uses of this site or its contents, the liability of Kulinen will under no circumstances exceed, in total, the greater of (a) the subscription fees and administrative charges for accessing this site, or (b) USD 700. At its own discretion, in addition to any other rights or remedies available to Kulinen and without any liability whatsoever, Kulinen may at any time and without prior notice terminate or restrict your access to any part of this site whatsoever.

Article 8. Applicable law

This agreement and its execution are subject to Indonesia law. Any legal dispute related to their interpretation and/or execution is a matter for the Indonesia Courts. Should Kulinen or its subsidiaries take any measures whatsoever to enforce this User Agreement and these conditions of use, the parties concerned will be authorised to recover from you, and you agree to pay, all reasonable and necessary lawyers' fees and all costs connected with the dispute, as well as any relief, in law or in equity, to which such parties may be entitled.

Article 9. Amendments

Kulinen may at any time amend these conditions of use by updating this document. Your usage of this site will be subject to the conditions of use in force at the time of use. You must therefore visit this page periodically to consult the terms and conditions in force and applicable to your situation.

Article 10. Additional conditions

Additional terms and conditions may apply to reservations and to other uses of parts of this site, and you agree to abide by those other conditions of use.

Article 11. Entire agreement

This user agreement together with all conditions of use described above or stated below constitute the entire agreement between us concerning the subject matter herein, and replaces any previous understandings or agreements of any kind (whether oral or written) regarding the subject matter, and it may not be modified or amended except in writing or by making such amendments or modifications available on this site.

1. Objectives of personal data processing Kulinen only collects the personal information that you send to us, such as: forenames, surname, postal and e-mail addresses.

This information is collected solely using electronic forms that you are invited to complete when, for example:

- _you subscribe to a newsletter,
- you request information,
- you take part in a survey or a competition,
- you use a service offered by our website.

The information communicated via these forms is kept in the files of Kulinen. It is used to provide you with the service or the information requested, and to inform you of other products, services and promotions of Kulinen and of its partners.

With your prior authorisation we will send you sales information related to new products or promotions. You will have the option of informing us should you no longer wish to receive such messages.

For all personal information sent by e-mail or by any other methods you accept that Kulinen collects, keeps and/or uses this information for the purposes stated above.

2. Persons who have access to the personal information collected Your information is kept in the databases of Kulinen.

Kulinen makes use of other companies to perform certain tasks (e.g., technical maintenance of our websites, assistance during promotional campaigns, etc.).

These companies only have temporary access to your personal information and only to the extent essential for the exercise of their functions.

They can only and exclusively export your information for the exercise of their respective functions and cannot use it for any other purpose under any circumstances.

Kulinen reserves the right to use your personal information or to make it public if:

_ required by law,

-required to safeguard the integrity of the website,

-you request this,

-a request for cooperation is made in the course of a police or judicial investigation.

3. You have the right to access your information and have the right to amend it, as stated below.

If your personal information is to be modified we request that you inform us by post at the contact address. Depending on the contents of your request we will amend your information as quickly as possible.

Should you wish to consult your personal information, wish the personal information to be deleted from our file or oppose the use of your personal data, you can inform us by post at the contact address.

4. Use of Cookies by Kulinen Our cookies facilitate your use of our website considerably.

Kulinen uses them solely to make your online experience more user-friendly.

We can use them to personalise your settings or to keep you up to date with the results of any competitions that you have entered.

If you do not wish to receive cookies by modifying your browser settings, it is possible that some parts of the website will no longer be accessible to you.