

Terms and Conditions – Dishcalculator - Dishtakeout (Platform and SaaS)

These Terms and Conditions (“Terms”) apply to the use of the webshop, SaaS platform, and digital services of dishcalculator.com (“dishcalculator.com”, “we”, “us”) and dishtakeout.com (“dishtakeout.com”, “we”, “us”) by both sellers and consumers (“Users”, “you”). By using our services, you agree to these Terms.

1. Definitions

“Platform”: the digital environment, webshop, SaaS tools, and other services of dishcalculator.com and or dishtakeout.com through which sellers can offer products and services, including food and food-related products, to consumers.

“Seller”: a third party that offers products or services through the Platform.

“Consumer”: a natural person who purchases or uses products or services through the Platform.

“Agreement”: the contractual relationship between dishcalculator.com and or dishtakeout.com and the User regarding the use of the Platform.

“Customer Account”: the user account that provides a User access to the Platform.

“Fees”: all costs, service charges, and taxes owed to dishcalculator.com and or dishtakeout.com.

“Confidential Information”: all information provided by one party to the other that should reasonably be considered confidential.

2. Applicability

These Terms apply to all users of the Platform—both sellers and consumers. The applicability of any other general terms, such as those of sellers, is expressly excluded unless otherwise agreed in writing with dishcalculator.com and or dishtakeout.com.

3. Role of dishcalculator.com

dishcalculator.com and or dishtakeout.com provide(s) digital services that enable sellers to offer their products and services, including food and food-related products, online to consumers.

dishcalculator.com and or dishtakeout.com itself is not a party to any sales agreement. The sales agreement is concluded between the seller and the consumer. dishcalculator.com and or dishtakeout.com is not responsible for the delivery, quality, safety, or accuracy of the products or services offered by sellers.

4. Registration and Use

Users must create an account to access the Platform. dishcalculator.com and or dishtakeout.com reserves the right to refuse or terminate accounts in case of misuse, non-payment, or violation of these Terms. Sellers must provide accurate business information and comply with all legal requirements such as food safety and consumer protection regulations.

5. Obligations of Sellers

Sellers are fully responsible for:

- The quality, safety, and legal compliance of their products;
- Accurately informing consumers about prices, allergens, ingredients, and origin;
- Compliance with all applicable laws regarding food safety, VAT, and consumer rights;
- Proper handling of orders, complaints, and returns.

dishcalculator.com and or dishtakeout.com may temporarily or permanently suspend sellers who violate the law or mislead consumers.

6. Obligations of Consumers

Consumers must provide accurate information and use the Platform only for lawful purposes. Any complaints regarding products or services from sellers must first be submitted to the relevant seller. dishcalculator.com and or dishtakeout.com may assist with dispute mediation but is not liable for the shortcomings of sellers.

7. Payment and Fees

Payments for purchases through the Platform are processed via payment methods offered by dishcalculator.com and or dishtakeout.com.

Sellers agree that dishcalculator.com and or dishtakeout.com may receive payments on their behalf and transfer these amounts after deducting applicable fees. All fees and commissions are clearly stated in the agreement or on the Platform.

8. Intellectual Property

All intellectual property rights in the Platform and its software remain the property of dishcalculator.com and or dishtakeout.com.

Sellers retain rights to their trademarks, logos, and product information. By uploading data, the seller grants dishcalculator.com and or dishtakeout.com a limited license to use such data for the provision of services.

9. Liability

dishcalculator.com and or dishtakeout.com provides its services "as is." We do not guarantee that the Platform will operate uninterrupted or error-free.

dishcalculator.com and or dishtakeout.com are (or is) not liable for damages resulting from actions of sellers or consumers. The total liability of dishcalculator.com is limited to EUR 0.

Sellers indemnify dishcalculator.com against any third-party claims related to their products, services, or actions via the Platform.

10. Data Protection

dishcalculator.com and or dishtakeout.com processes personal data in accordance with the GDPR. Personal data are used solely to perform the services. The privacy policy of dishcalculator.com applies to all users.

11. Confidentiality

Parties shall treat all confidential information as strictly confidential. This obligation remains in effect for two years after termination of the Agreement.

12. Amendments

dishcalculator.com and or dishtakeout.com may amend these Terms. The updated version will be communicated electronically. Continued use of the Platform constitutes acceptance of the new Terms.

13. Governing Law and Jurisdiction

These Terms are governed by Dutch law. Any disputes shall be submitted exclusively to the competent court in the Netherlands.

14. Contact

For questions or requests, you can contact:

dishcalculator.com or dishtakeout.com

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