

**General terms of use**  
**Booking website Restaurant Dans le Noir ?**  
**Version valid as of March 2025**

### **Legal Notice**

The website bordeaux.danslenoir.com (hereinafter "**the Site**") is published by the company ETHEK GRAND OUEST SARL, with its registered office located at 99 rue Quincampoix à Paris (75004), registered in the Nantes Trade and Companies Register under number 822 055 984 (hereinafter "**the Company**").

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### **Article 1 – General**

These general terms and conditions of sale and use (hereinafter the "**CGU**") govern all use of the Site by its users (hereinafter the "**User(s)**").

The current CGU are available at any time on the Site in the French language. In case of translation into another language and in case of divergence between the two versions, the French version of the CGU will prevail over the translated version.

The User acknowledges that using the Site implies full and unreserved acceptance of these CGU. Consequently, the User waives the right to rely on any contradictory document that would be unenforceable against the Company.

The Company reserves the right to adapt or modify these CGU at any time; new CGU will, where applicable, be immediately published online.

If any part of these CGU is found to be unenforceable, illegal, or invalid, the other provisions will remain in effect.

### **Article 2 – Purpose of the site**

The Site allows reservations and/or purchases of gift cards from the establishment "Dans le Noir" de BORDEAUX (hereinafter "**the Establishment Dans Le Noir**") subject to the general terms and conditions of sale of this establishment.

### **Article 3 – Intellectual Property rights**

The entire content accessible via the Site (texts, General Terms of Use, trademarks, codes, illustrations, images, etc.) is the exclusive property of the Company and/or its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content without the prior written consent of the Company is strictly prohibited and may constitute an offense of infringement.

### **Article 4 – Complaints – Disputes**

In case of a complaint, dispute, or for any request for information, the User should first contact the Company to find an amicable solution, by mail to the Company's address mentioned at the beginning of the General Terms of Use.

Any dispute arising from the formation, interpretation, or execution of these General Terms of Use shall fall under the exclusive jurisdiction of the common law courts for our non-professional Users and under the jurisdiction of the Paris courts, notwithstanding multiple defendants, or a warranty claim, for our professional Users.

Non-professional Users are informed, in accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, that the Company adheres to the Mediator of Tourism and Travel Service, whose contact details are as follows:

Tourism and Travel Mediator  
BP 80303 75823  
Paris Cedex 17

When a prior written complaint to the Company has not been successful, the Mediator can be seized for any consumer dispute, and the conditions for referral can be accessed at the following address:

Tourism and Travel Mediator  
BP 80303 75823  
Paris Cedex 17

The User may also consult the European platform for online dispute resolution at this link: <https://ec.europa.eu/consumers/odr>

## **Article 5 – Access to the Site**

Subject to the provisions of this article, the Site is accessible 24 hours a day, 7 days a week, all year round.

Access to the Site requires a high-speed internet connection.

The Company cannot guarantee that access to the Site will be uninterrupted, given the technical difficulties inherent in the Internet network. Therefore, the Company cannot be held responsible for any malfunction in accessing the Site and for any temporary slowdown in the opening speed of the Site's pages.

Similarly, it is understood that the Company's responsibility can never be engaged in case of temporary suspension of access to the Site for maintenance reasons.

The Company is in no way responsible for any damages of any kind that may result from the use of the Site, such as but not limited to, data loss, computer virus, suspension of functionality, fraudulent use of a credit card...

All hardware and software required to access the Site are exclusively the responsibility of the User. It is up to the User to take all appropriate measures to protect their own data and/or software from contamination by possible viruses.

## **Article 6 - Functionalities**

The Site allows the User to access all or some of the following functionalities:

- Browsing information about the services offered by the "Dans le Noir" establishment (for example: calendars, schedules, menu descriptions, Gift Cards, rates, etc.),
- Reservations: the User can book services offered by the "Dans le Noir" establishment.
- Gift card orders: the User can purchase one or more gift cards online and receive them via email.

The Company is not responsible for the unavailability of the Site in case of maintenance operations, updates, testing, security, repairs, power interruptions, or any other type of interruption whatsoever.

## **Article 7 – Responsibilities**

As the manager of the Site, the Company is not responsible for the execution of services booked or purchased by the User on the Site, which are provided by the "Dans le Noir" establishment.

The Company cannot be held liable for damages resulting from the use of the Site and its content or other sites linked to it, including but not limited to, any financial or commercial prejudice, loss of programs or data in the User's information system. The Company's liability cannot be engaged, directly or indirectly, due to inaccuracies, omissions, errors, or any equivalent facts related to the information provided on the Site.

The Company endeavors to update the content on the Site in a timely manner but cannot be held responsible for the dissemination of inaccurate or outdated information.

The User is solely responsible for the interpretation and use of the information on the Site. Each user agrees that their use of the Site:

- Does not in any way contravene the laws and regulations applicable to them.
- Does not intentionally contain or generate viruses or programs that could cause damage to the Site, the Company, third parties, or their property.

If the User believes they have detected inaccurate information, either substantively or formally, they can report it to the Site's Publication Director mentioned at the beginning of these terms.

It is the responsibility of any User who notices the presence of manifestly illegal content on the website to notify the host mentioned at the beginning of these terms, according to the formalities provided by the current regulations.

#### **Article 8 - Hyperlinks**

The Sites may offer hyperlinks to websites published and/or managed by third parties. Their presence does not imply that they are recommended or approved by the Company. As no control is exercised over these external resources, the User acknowledges that the Company assumes no responsibility regarding the provision of these resources and cannot be held liable for their content.

#### **Article 9 – Personal data**

The Site's privacy policy can be accessed on our dedicated page: [Privacy Policy](#).