Terms and Conditions

As of: 4 November 2026

This is a translation for convenience. The German version is binding; where this translation is more favourable to you, it applies.

These Terms and Conditions govern the use of the “Nhas City Chicken” app for iOS and Android and of the order portal at citychickennhas.de/bestellen, and the booking of time slots with a pre-order of food and drinks at the “City Chicken” restaurants that can be booked there, for dining in or to take away. They are at the same time the terms of use of Nhas Food 1993 GmbH and the booking terms of the company that operates the restaurant you book; clause 1.3 explains which clauses apply to which contract.

Key points at a glance

- The app and the order portal on citychickennhas.de are operated by Nhas Food 1993 GmbH. When you book a time slot, you make the contract with the company that operates the restaurant; in Cologne, this is MOG Gastro GmbH, which also receives your money.
- You pay in advance and check in with your QR ticket or your booking code within the check-in window that you see before you order. If you miss it, your ticket remains valid until the day stated in your booking confirmation, 170 days after your payment: until then, you can also redeem it on another day, but you then queue like all other guests and are let in as soon as there is room (clause 8.3). After that, the restaurant cancels your booking itself, and you get back what you would get for a cancellation after the deadline for free cancellation (clause 8.4).
- If the restaurant offers it, you can also order to take away in the app or in the order portal. The same rules on check-in and cancellation then apply as for dining in: you check in on arrival within the check-in window, only then does the kitchen prepare your order, and you collect it with your pickup number.
- Until the deadline for free cancellation that you see before you order, you can cancel your booking in the app or in the order portal and get the full price back. After that, you can cancel at any time as long as you have not checked in and your ticket is valid; the restaurant then keeps the price, as it does when your booking is cancelled after your ticket has expired, but refunds a share of the order value excluding VAT, at least 25 per cent, because it does not have to prepare your food, and the full price of drinks and sauces for which you have a right of withdrawal when ordering to take away (clause 10.3). The platform triggers the refund immediately when the booking is cancelled (clause 7.4).
- If the restaurant cannot provide your booking, you get all your money back.
- You have no right of withdrawal for bookings for dining in. If you order to take away, you only have it for drinks and sauces in packaging sealed by their manufacturer; it applies for 14 days from collection and ends for each item as soon as you open it (clause 10.3).
- If you are under 18, you need your parents’ consent for bookings unless you pay with your pocket money.

This summary is only an explanation; the following terms are binding.

1. Scope and parties

1.1 Operator of the platform

The “Nhas City Chicken” app for iOS and Android (the “app”) and the order portal on the website citychickennhas.de at citychickennhas.de/bestellen (the “order portal”) are operated by Nhas Food 1993 GmbH (“Nhas Food”). Together, the app and the order portal are called the “platform”; you use them with the same customer account. Where these terms provide for something only for the app or only for the order portal, they say so expressly. Nhas Food has its registered office at Südwestkorso 14, 12161 Berlin, and is entered in the commercial register of the Amtsgericht Charlottenburg (Charlottenburg Local Court) under HRB 271515 B. Its managing director is Nesrin Nhas. You can reach Nhas Food by e-mail at media@citychicken-nhas.de and by phone at +49 30 62904952.

1.2 Operating companies of the restaurants

Each “City Chicken” restaurant is operated by its own legally independent company, which runs its restaurant as its own business (the “operating company”). At present, only the restaurant in Cologne, Breite Straße 29, 50667 Köln, can be booked on the platform. It is operated by MOG Gastro GmbH, Torstraße 125, 10119 Berlin, entered in the commercial register of the Amtsgericht Charlottenburg under HRB 260562 B, represented by its managing director, Adel Khalaf. You can reach MOG Gastro GmbH by e-mail at mog@citychicken1993.de and by phone at +49 1525 7378706. If another restaurant becomes bookable on the platform, Nhas Food names its operating company in these terms before you can book there.

1.3 Two contracts

These terms govern two contracts. The user agreement for the platform and your customer account is between you and Nhas Food; clauses 2 to 5 apply to it. Each booking contract for a time slot with a pre-order for dining in the restaurant or to take away is between you and the operating company of the booked restaurant. Clauses 6 to 12 apply to it, and to that extent these terms are the terms and conditions of the relevant operating company. Clauses 3.3, 4.1 and 4.2 also apply to the booking contract insofar as they concern bookings and QR tickets. Clauses 1 and 13 to 17 apply to both contracts.

1.4 Role of Nhas Food in bookings

Nhas Food is not the contracting party for your booking. Nhas Food provides the platform and concludes booking contracts in the name and for the account of the relevant operating company. The operating companies also use Nhas Food to present what they offer on the platform, to handle payments and refunds technically, for the QR ticket and the check-in, to pass your order to the restaurant’s point-of-sale system, to provide your till receipt, to store the contract text, to send the booking confirmation and to receive your requests. This does not give you any contractual claims of your own against Nhas Food under the booking contract; these claims are against the operating company. Your rights under the user agreement with Nhas Food and your statutory claims against Nhas Food, for example under data protection law, remain unaffected.

1.5 Information about the providers on the platform

The restaurant service and the food and drinks to take away that you book on the platform are offered by the operating company of the relevant restaurant, not by Nhas Food. MOG Gastro GmbH has declared to Nhas Food that it is a trader (meaning it acts as a business); it is a subsidiary of Nhas Food. The app first shows the restaurants that can be booked on the platform, and then the other restaurants in the order in which they were added to the app; the order portal only shows the restaurants that can be booked there. Payments or other compensation from the operating companies have no influence on this order.

1.6 Precedence and other terms

Individual agreements with Nhas Food or with the operating company take precedence over these terms. Your own terms only apply if the relevant contracting party expressly agrees to them.

2. Registration and customer account

2.1 Customer account

You need a customer account to book on the platform. You can create it in the app or in the order portal and use it in both. When you complete registration, a free user agreement for the platform is concluded between you and Nhas Food; this requires you to agree to these terms when you register. Nhas Food stores the version you agreed to with your customer account; clause 6.7 explains how you can open the current version and request earlier versions. For each booking contract, these terms are separately made part of the contract as the terms of the operating company when you place the relevant order (clause 6.4).

2.2 Sign-in without a password

There is no password. When you register, you confirm your e-mail address with a code that Nhas Food sends you by e-mail, and your mobile number with a code that Nhas Food sends you by text message (SMS). Each time you sign in later, you receive a code by text message to your confirmed mobile number; if your mobile number has not yet been confirmed, you receive the code by e-mail. Nhas Food only sends codes by text message to mobile numbers from a member state of the European Union or from Switzerland. To prevent misuse, Nhas Food may have a check carried out before sending a code to see whether the request comes from a human, and only sends a limited number of codes per mobile number, per customer account and, for new numbers, per network; if a limit is reached, you can only request a code again later. Details are set out in the Privacy Policy.

2.3 Correct details and confidential codes

You must give complete and correct details when you register and in your profile, and you must keep them up to date. At present, you cannot change your e-mail address or your mobile number yourself on the platform; please send any changes by e-mail to media@citychicken-nhas.de. You must keep the codes confidential and must not pass them on to anyone. If you notice that someone is misusing your customer account, you must inform Nhas Food without undue delay.

2.4 Confirmed mobile number and one customer account per person

You can only book with a confirmed mobile number. This allows Nhas Food to prevent anyone from blocking time slots with many customer accounts, and it allows the operating company to reach you if there are problems with your booking. Each person may only create one customer account. You cannot confirm a mobile number to which Nhas Food does not send codes by text message (clause 2.2), so you cannot book with it.

3. Services, changes and availability of the platform

3.1 Services of the platform

On the platform, you can look up information about the “City Chicken” restaurants. At the restaurants that can be booked on the platform, you can book a time slot, pre-order food and drinks from the menu for dining in or, where the restaurant offers it, to take away, pay in advance and receive a QR ticket for the check-in. Using the platform is free; you only pay for the food and drinks you order.

3.2 Changes to the platform

Nhas Food may change, extend or restrict the functions of the platform if there is a valid reason for doing so. A valid reason exists in particular if a change is necessary to implement legal or regulatory requirements, to close security gaps, to adapt the platform to new operating system or browser versions or technical standards, to make up for a service from another provider being discontinued, or to reflect changes in what the restaurants offer. This does not cost you anything. If a change has more than a minor

negative effect on your use of the platform, Nhas Food informs you by e-mail in good time beforehand about what the change is and when it will take effect; if a security gap has to be closed or a mandatory legal requirement has to be implemented immediately, it informs you without undue delay afterwards. You can terminate the user agreement at any time (clause 5.1). Booking contracts that have already been concluded are not affected by changes to the platform.

3.3 Availability

Nhas Food tries to provide the platform without interruptions, but it does not owe any particular level of availability for the free functions. Maintenance work, technical faults or events outside Nhas Food's control can temporarily limit the use of the platform. In the app, your QR ticket is also shown without an internet connection; in the order portal, you need an internet connection for it. In addition, you can always check in with the booking code from your booking confirmation. Your rights under the booking contract are not affected by problems with the platform.

4. Rules for using the platform

4.1 Intended use

You may only use the platform for its intended purpose. In particular, you must not use automated methods such as bots or scripts to book or reserve time slots or to read out time slot data, you must not interfere with the platform or its interfaces, and you must not copy or alter QR tickets.

4.2 Passing on bookings

You may pass on your QR ticket free of charge to people who use the booking instead of you or together with you. Reselling bookings for payment is not allowed.

4.3 Content you send

In messages sent through the contact form and in your profile, you must not send any illegal content or any pictures of other people without their consent. If content breaks these rules or applicable law, Nhas Food can delete it; it tells you so and gives its reasons, and you can challenge this by e-mail to media@citychicken-nhas.de. You can use the same address to report illegal content to Nhas Food.

5. Term, termination and blocking

5.1 Termination by you

The user agreement runs for an indefinite period. You can terminate it at any time without notice, most easily via "Delete Account" in the app's settings or in your profile in the order portal, or by e-mail to media@citychicken-nhas.de. After termination, your customer account is deactivated immediately and deleted after 30 days. If you sign in again in the app or in the order portal within these 30 days, your customer account is restored and the user agreement continues; if these terms have changed in the meantime, clause 15.2 applies. The Privacy Policy explains in detail what happens to your data.

5.2 Termination by Nhas Food

Nhas Food can terminate the user agreement with two weeks' notice in text form (for example by e-mail). The right of both sides to terminate the user agreement without notice for good cause remains unaffected.

5.3 Blocking

Nhas Food can temporarily block your customer account or individual functions, in particular booking, if there are specific indications that you gave false details when you registered, that others are misusing your customer account, that you use automated methods to book, that you resell bookings for payment or that

you improperly have payments reversed. Before blocking, or in urgent cases without undue delay afterwards, Nhas Food informs you by e-mail about the block and the reason for it and gives you the opportunity to respond. The block is lifted as soon as the reason for it no longer applies.

5.4 Effect on bookings

Termination or blocking does not affect booking contracts that have already been concluded. You can redeem your tickets with the booking code from your booking confirmation, also after your time slot (clause 8.3), and cancel your bookings, if necessary by e-mail (clause 8.2). Nhas Food does not block your orders or “Withdraw from contract” (clause 10.4); if Nhas Food terminates the user agreement, they remain accessible for as long as “Withdraw from contract” offers something for one of your orders. Clause 8.6 applies to the misuse of a booking.

6. Booking and conclusion of the contract

6.1 Contracting party

The contracting party for your booking is the operating company of the booked restaurant; for the restaurant in Cologne, this is MOG Gastro GmbH (clause 1.2). It is also named in your booking confirmation.

6.2 Restaurant rules

Each restaurant has a minimum order value per person and a maximum number of people per booking. The restaurant may also set a maximum quantity per person or per order for individual food or drink items or for several of them together, provide for a maximum order value per person or per order and limit the number of time slots you can book with it per business day. The platform shows you which of these rules apply to your booking at the latest when you choose the time slot and, if you switch the type of order (clause 6.8), in the order summary, before you order; rules that the restaurant only sets or changes after your order do not apply to your booking. The minimum and maximum order values refer to the price of the food and drinks including VAT; the minimum order value is not an extra charge. Rules per person apply to the booking as a whole: your order as a whole must reach at least the minimum order value per person multiplied by the number of people and must not exceed a maximum quantity or a maximum order value per person multiplied by the number of people; it is up to you how you share the food and drinks between the people. If your order does not meet one of these rules, the platform shows you what you need to change, and you can only order once your order meets the rules. A business day ends at 4:00 a.m. on the following calendar day; cancelled bookings and bookings for which you missed the check-in window do not count towards the number of time slots. The restaurant may set these rules differently for bookings for dining in and for orders to take away and may count the time slots per business day separately for both types; the rules of the type you choose then apply (clause 6.8).

6.3 Time slot, hold and menu

On the platform, you choose the number of people and a time slot; you can see when it starts and ends before you book. As soon as you tap or click “Reserve time slot”, the operating company keeps the seats free for you for the time shown on the platform so that you can order at your own pace (hold). The hold is not yet a booking. You can only have one hold at a time, even if you use the app and the order portal side by side; if you reserve another time slot or for a different number of people, the new hold replaces the previous one, and the platform cancels any order still awaiting your payment free of charge. When you send your order, the hold continues until you have paid, at the latest until the end of the payment period or, if you have authorised the payment by then, until a decision has been made on it (clause 6.5). If the hold expires before you have ordered, the seats are released again and you choose a time slot again; your basket

is kept on the device on which you order. You put together your order from the menu. The way the food and drinks are shown on the platform is not a binding offer by the operating company.

6.4 Order summary

Before you order, the platform shows you an order summary with the restaurant, the type of order (dining in or to take away), the day, the time slot and the check-in window, how long your ticket remains valid after it (clause 8.3), the number of people, the deadline for free cancellation or the notice that there is none, the refund share and the refund amount for a later cancellation (clause 8.4), the payment period (clause 6.5), the food and drinks ordered and the total price. There, you confirm the rules on cancellation and check-in (clause 8) and find the link to these terms, which apply to your booking contract as the terms of the operating company; you can use the link to open and save them. In the order summary, you can check all details, correct your selection or stop the process: in the app using the back function, in the order portal using “Change” next to the time slot, “Edit cart”, the step indicator or your browser’s back function. In the order portal, you also choose your payment method in the order summary and, where necessary, enter its details; you can change both until you click the “Order and pay” button. If the restaurant offers orders to take away, you can also switch the type of order in the order summary (clause 6.8).

6.5 Placing the order and conclusion of the contract

By tapping or clicking the “Order and pay” button (“Zahlungspflichtig bestellen”), you make a binding offer to the operating company to conclude a booking contract. In the app, the Stripe payment window then opens, in which you confirm the payment. In the order portal, the same click triggers the payment with the payment method you chose beforehand in the order summary. Depending on the payment method, you also confirm the payment with your bank or payment service; if you choose Klarna, you are redirected to a Klarna page for this. If the payment does not succeed, for example because your bank declines it or you abandon it, your order remains in place and the platform shows you that it has not yet been paid. You can then pay for it in the app or in the order portal with “Pay now” until the end of the payment period, also with a different payment method. The platform shows you the payment period in the order summary (clause 6.4); it starts when you place your order and ends at the latest when your time slot begins. If you authorise the payment by the end of the payment period, it is enough for your payment service to confirm it afterwards. You cannot change the order; if you want to change something, cancel it with “Cancel order” and order again. Until you have paid, you can cancel the order free of charge, which withdraws your offer; the seats are then released immediately. This is not possible while a payment is still being processed. If you do not authorise a payment by the end of the payment period, or a payment you authorised in time is declined, your offer lapses and the platform cancels the order. The booking contract is concluded as soon as the payment service provider has confirmed your payment and the operating company accepts your booking. Nhas Food sends you this acceptance in the name of the operating company with your QR ticket on the platform and with the booking confirmation by e-mail; it is enough for one of the two to reach you. No contract is concluded without a confirmed payment. If your payment method is charged but no booking contract is concluded, the operating company refunds the amount to you without undue delay.

6.6 Booking confirmation

After the contract is concluded, you receive a booking confirmation by e-mail. It contains the content of your booking contract including the type of your order, the details of the operating company, your booking code for the check-in, the check-in window, the day until which your ticket is valid (clause 8.3), the rules on cancellation and refunds, the information on the right of withdrawal and these terms in the version that applies to your booking; if you can withdraw under clause 10.3, it also contains the instructions on withdrawal and the model withdrawal form.

6.7 Content of the booking contract and storage of the contract text

The booking contract covers only the booked time slot, the booked number of people, the food and drinks ordered and the type of order, that is, whether you eat them in the restaurant or take them away. Anything you order in addition at the restaurant is a separate contract that you conclude and pay for there. Nhas Food stores the contract text of your booking on behalf of the operating company. You can view your bookings in the app and in the order portal as long as your customer account exists; regardless of this, you receive the contract text with the booking confirmation. You can read the current version of these terms on the platform at any time and open it, download it as a PDF, save it and print it at citychickennhas.de/en/agb; you can request earlier versions by e-mail to media@citychicken-nhas.de. Nhas Food and the operating companies have not subscribed to any codes of conduct.

6.8 Dining in or to take away

If a restaurant offers orders to take away, you choose in the app or in the order portal whether you eat in the restaurant or take your order away; the platform shows you whether a restaurant offers this before you choose a time slot. You book an order to take away in the same way as a booking for dining in, for a time slot and a number of people; the number of people determines which per-person rules apply (clause 6.2) and how many places the order takes up in the time slot, and one person can collect it alone. The menu on the platform shows you which food and drinks you can order to take away. Until you tap or click “Order and pay”, you can switch the type in the order summary; the platform then shows you the rules of the new type, and you confirm the rules on cancellation and check-in again. Once you have ordered, the type is fixed; you can no longer change it on the platform. Before you check in, the staff at the entrance may change it at your request if the restaurant can offer the other type at that moment; you have no right to this. The price then stays the same, and the type you booked remains decisive for your right of withdrawal and for refunds under clauses 8.4 and 10.3; your statutory rights in the event of defects remain unaffected. In all other respects, the same rules apply to orders to take away as to bookings for dining in, in particular on check-in, cancellation, redeeming after the check-in window and refunds (clause 8); clauses 8.4, 10.1 and 10.3 set out what additionally applies to withdrawal and refunds for drinks and sauces.

7. Prices and payment

7.1 Prices

All prices are total prices in euros including statutory VAT. There are no additional costs for using the platform, booking a time slot or choosing a payment method. The total price shown in the order summary is the one that applies.

7.2 Payment in advance and payment methods

You pay the total price in advance, when you order or at the latest by the end of the payment period (clause 6.5). The platform shows you which payment methods are available to you before you order, at the latest in the order summary (clause 6.4). You can pay by credit or debit card, with Klarna, and with Apple Pay and Google Pay where these are activated and supported by your device and, in the order portal, also by your browser; in the app, Apple Pay is only available on Apple devices and Google Pay only on Android devices. In the app, Link, a payment service provided by Stripe, may also be offered; Link is not available in the order portal. If you choose Apple Pay, Google Pay, Klarna or Link, that service’s own terms also apply to your use of it; the payee remains the operating company (clause 7.3).

7.3 Recipient of the payment

The recipient of your payment is the operating company. The payment is processed by the payment service provider Stripe, with which the operating company has its own account; the amount is credited to this

account. The name “Nhas City Chicken” may appear during payment and on your account or card statement. Nhas Food provides the technical connection to Stripe, sends Stripe the details needed for your payment and for any refund in the name of the operating company, and does not receive your payment itself.

7.4 Refunds

The operating company makes any refunds you are entitled to via Stripe to the payment method you paid with, without deducting any fees. If you cancel on the platform, or if your booking is cancelled after your ticket has expired (clause 8.3), the platform triggers the refund under clause 8.4 immediately on cancellation; the operating company makes all other refunds without undue delay, and at the latest within 14 days, and the instructions on withdrawal (clause 10.4) set out when it refunds after a withdrawal that you declare after collection. If your payment method no longer accepts a refund, for example because too much time has passed since your payment, the operating company offers without undue delay to transfer the amount to you or to pay it out in cash at the restaurant; it pays it out in the way you agree to, transfers it as soon as you give it your bank details, and this costs you nothing. Nhas Food can technically initiate a refund in the name of the operating company; the amount only ever goes back to you. When the amount appears in your account depends on your bank or payment service.

8. Check-in, cancellation, redeeming after the check-in window and expiry of the ticket

8.1 Check-in

You check in on arrival at the entrance of the restaurant by showing your QR ticket or giving your booking code and being let in by the staff; this also applies if you are collecting an order to take away. Within the check-in window, which always covers at least your entire time slot, the staff let you in with priority unless a reason relating to you prevents this, for example under clause 8.5 or 8.6 or because you endanger or seriously disturb other guests or the staff; the platform shows you the times of the check-in window before you order, and your booking confirmation states them. Before the check-in window, the restaurant may in exceptional cases already let you in with your booking, but only on the business day of your time slot (clause 6.2); you have no right to this. If you were at the entrance before the end of the check-in window, including in a queue in front of it, you can still check in with priority even if your turn only comes after the window has ended; the check-in then counts as on time. If by the end of the check-in window you are neither at the entrance nor in a queue in front of it, you can redeem your ticket later under clause 8.3. If you could not check in on time for reasons for which the operating company or Nhas Food is responsible, for example because the restaurant was closed, check-in was technically not possible or the staff wrongly did not let you in, you can still do so with priority on the business day of your time slot as soon as it is possible again; this check-in also counts as on time. Instead of checking in, you can then also cancel your booking after the deadline for free cancellation and get the full price back (clause 8.4). After check-in, the platform shows you your pickup number; the restaurant calls your order by this number as soon as it is ready. Nhas Food provides you with the till receipt as a PDF file with your booking on the platform in the name of the operating company; you can get a paper receipt at the till on request. If the staff enter your order at the till, you get your pickup number and receipt there. If you are collecting an order to take away, all of this applies in the same way: the staff let you in to collect it, the kitchen prepares your order after check-in, and you collect it with your pickup number.

8.2 Cancellation

Until the deadline for free cancellation that the platform shows you before you order and your booking confirmation states, you can cancel your booking free of charge in the app or in the order portal with “Cancel booking”. After that, you can cancel it there at any time as long as you have not checked in and your ticket is still valid (clause 8.3), including after your time slot. If you only book after the deadline has

passed, or if the restaurant does not offer free cancellation, the platform tells you before you order; if the deadline passes before you have paid for an open order (clause 6.5), it tells you before you pay. You can also cancel your booking by e-mail to the operating company or to Nhas Food (clause 12.2), for example if there is a technical fault, an older version of the app or the order portal does not yet offer cancelling after the deadline, you have deleted your customer account or you have not yet agreed to changed terms (clause 15.2); for the deadline, what counts is when your e-mail is received. When you cancel, your QR ticket becomes invalid; if you cancel before the end of your time slot, the operating company releases your seats to other guests. Clause 8.4 applies to the price. Instead, you can also pass on your QR ticket free of charge to someone who comes instead of you (clause 4.2). Rebooking is not possible on the platform. You cancel an order that you have not yet paid for free of charge under clause 6.5.

8.3 Redeeming after the check-in window and expiry of the ticket

If you do not check in within the check-in window, your booking remains in place. The operating company then no longer has to keep your seats free, and you no longer have priority; but you can still redeem your QR ticket on the same day or on a later day on which the restaurant is open. You then queue like all other guests. The staff let you in with your booking as soon as there is room and the kitchen can still prepare your order before the end of opening hours; they decide this based on how busy the restaurant is. They cannot promise you a place at a particular time; if they do not let you in for this reason, your booking remains in place, and you can come back later or cancel (clause 8.2). Your ticket is valid until the end of the business day (clause 6.2) on the 170th day after the day on which the payment service provider confirmed your payment; your booking confirmation states this day. If by then you have neither checked in nor cancelled, the operating company cancels your booking itself afterwards and refunds you the amount you would get if you cancelled after the deadline for free cancellation, which for an order to take away includes the full price of the drinks and sauces for which you have a right of withdrawal (clause 8.4). About 14 days beforehand, it reminds you of this by e-mail at the address of your customer account; if you have deleted your customer account, it cannot do so. After the check-in window, the platform shows the booking as no-show or as missed, and older versions of the app and the order portal also as cancelled or expired; your ticket nevertheless remains valid until it expires, as long as you have not checked in and neither you nor the operating company has cancelled the booking. Clause 8.4 applies to the price if you cancel.

8.4 Price and refund when you cancel

If you cancel by the deadline for free cancellation, the operating company refunds the full price to you. If you cancel after that, or if your booking is cancelled after your ticket has expired (clause 8.3), the operating company keeps its right to the agreed price. However, it must deduct what it saves because it no longer has to perform, and what it earns, or deliberately fails to earn, by giving the seats to someone else. Because the food is only prepared after check-in, it always saves the cost of the goods for your order and, for orders to take away, also the packaging. To reflect this, it refunds a share of the order value excluding VAT to you, at least 25 per cent; the platform shows you the share and the amount before you order, and your booking confirmation states them. If you prove that the operating company saved more or earned more elsewhere, it refunds the higher amount to you; on request, it explains to you how it calculated the amount and whether it gave your seats to other guests after you cancelled. The operating company does not keep the price of drinks and sauces for which you have a right of withdrawal when ordering to take away (clause 10.3) and calculates the share only from the rest of the order value; it refunds their full price to you whenever you cancel. If you could not check in on time for reasons for which the operating company or Nhas Food is responsible (clause 8.1 sentence 6), the operating company refunds the full price to you when your booking is cancelled, even after the deadline and after your ticket has expired; ideally, let it know by e-mail before you cancel (clause 12.2), and if your booking has already been cancelled, it

refunds the rest to you. Your further statutory rights remain unaffected. If you cancel on the platform, or if your booking is cancelled after your ticket has expired, the platform triggers the refund immediately on cancellation; if you cancel by e-mail (clause 8.2 sentence 4), the operating company refunds without undue delay, and at the latest within 14 days of receiving your e-mail. If you come into the restaurant like any other guest without using your booking, this does not affect your booking.

8.5 Youth protection

The Jugendschutzgesetz (German Youth Protection Act) restricts the presence of minors in restaurants when they are not accompanied by a person with parental custody or by a person authorised by that person to supervise them. If you are under 16, you may only be in the restaurant unaccompanied between 5 a.m. and 11 p.m. to have a meal or a drink. If you are 16 or 17, you may not be in the restaurant unaccompanied between midnight and 5 a.m. The restaurant must follow these rules; it may therefore ask for proof of your age, and it must not let you in or serve you unaccompanied if the conditions are not met. If you cannot use your time slot for this reason, for example because the staff do not let you in, your booking remains in place: you can redeem your ticket at a time when you are allowed to be in the restaurant, or cancel your booking; by way of exception to clause 8.4, the operating company then refunds the full price to you, even after the deadline for free cancellation and after your ticket has expired, and if your booking has already been cancelled, it refunds the rest to you.

8.6 Resale and altered QR tickets

If you have resold a booking for payment or copied or altered a QR ticket (clauses 4.1 and 4.2), the operating company can cancel the booking concerned; the QR ticket then becomes invalid. It informs you by e-mail about the cancellation and the reason for it. It refunds the amount you paid within 14 days to the payment method you paid with. Any statutory claims for damages that it has because of the breach remain unaffected.

9. Cancellation or changes by the restaurant

9.1 Restaurant cannot provide the booking

If the restaurant cannot provide the booked service, for example because of a closure, a technical fault or force majeure (events outside the restaurant's control), the operating company informs you without undue delay by e-mail or by phone and refunds the full price to you. The platform then shows the booking as cancelled and fully refunded. If the operating company is responsible for this, for example because it gave out more seats than are available, your further statutory rights, in particular to damages, remain unaffected; clause 13 applies.

9.2 Items not available

If a food or drink item you ordered is not available, the restaurant tells you at the latest at check-in and, where possible, offers you an equivalent replacement. If you do not accept it, the operating company refunds the price of the unavailable item without undue delay, and at the latest within 14 days. If the missing item is so important to you that you are no longer interested in the rest of your order, you can rescind the entire booking (that is, undo the contract) under the statutory provisions; your other statutory rights remain unaffected.

10. Right of withdrawal

10.1 Exclusion of the right of withdrawal

You have no right of withdrawal for booking contracts for a time slot with a pre-order for dining in the restaurant, because the contract provides for the supply of food and drinks on a specific date, namely your

time slot, for which the operating company keeps your seats free (§ 312g Abs. 2 Nr. 9 BGB); this is not changed by the fact that you can still redeem your ticket after the check-in window without priority and without seats kept free for you (clause 8.3). For orders to take away, you have no right of withdrawal for food and for drinks and sauces that the restaurant prepares or fills itself, because they are liable to deteriorate rapidly (§ 312g Abs. 2 Nr. 2 BGB); clause 10.3 applies to drinks and sauces in packaging sealed by their manufacturer. The booking confirmation points this out to you; in the app and in the order portal, the notice is also shown before you order.

10.2 Statutory rights in case of defects

Your statutory rights in case of defects in the food, the drinks or the restaurant service remain unaffected.

10.3 Right of withdrawal for drinks and sauces to take away

If you order drinks or sauces to take away in packaging sealed by their manufacturer, for example in bottles, cans, drink pouches, cups or portion packs, you have a right of withdrawal for them in accordance with the instructions on withdrawal in clause 10.4. The platform shows you which items in your order these are before you order, and your booking confirmation names them. Your right of withdrawal for an item expires early if its packaging is opened after collection, because it is then no longer suitable for return for reasons of health protection and hygiene (§ 312g Abs. 2 Nr. 3 BGB). If you withdraw, the contract for the rest of your order remains in place. If you withdraw in the app or in the order portal before check-in, the restaurant no longer hands out the items concerned, and the platform triggers the refund of their price straight away. If you withdraw in another way, or only after check-in but before you have received the items, the restaurant no longer hands them out once it has your withdrawal, and the operating company refunds their price to you without undue delay, and at the latest within 14 days of receiving your withdrawal. If your withdrawal was received before the items were handed out, but the restaurant nevertheless handed them out to you because it did not yet have it, the instructions on withdrawal apply to their return and refund as they do to a withdrawal after collection (clause 10.4). If such a sauce is included in a menu at no extra charge, its individual price on the menu counts as its price. In the instructions on withdrawal and in the model withdrawal form, “we” and “us” mean MOG Gastro GmbH, which operates the restaurant in Cologne.

10.4 Instructions on withdrawal

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract for an order to take away, insofar as it concerns drinks or sauces in packaging sealed by their manufacturer, within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (MOG Gastro GmbH, Torstraße 125, 10119 Berlin, Germany, phone +49 1525 7378706, e-mail mog@citychicken1993.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail). You may use the model withdrawal form in clause 10.5, but it is not obligatory.

You can also exercise your right of withdrawal online in the app or in the order portal, via “Withdraw from contract” with your order; in the app, you can reach it via “Profile” and “Orders & tickets” or from your ticket via “View order”, and in the order portal at citychickennhas.de/bestellen via “Orders” at the top of every page, on small screens in the account menu at the top of every page. If you use this online feature,

we will send you an acknowledgement of receipt of the withdrawal on a durable medium (e.g. by e-mail), including its content and the date and time of its receipt, without undue delay.

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.

Your right of withdrawal expires early for each drink and each sauce whose packaging is opened after collection, for example by unscrewing or prising off the cap, opening the can, peeling off the foil, tearing open a sachet or piercing the pouch with the straw; once opened, these foods are no longer suitable for return for reasons of health protection and hygiene.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you for the goods concerned, 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 have already collected the goods, we may withhold reimbursement until we have received them back or you have supplied evidence of having sent them back, whichever is the earliest.

If you have not yet collected the goods, we will no longer hand them out to you, and you do not have to return anything. If you have already collected them, you shall send back the goods to us at the City Chicken restaurant, Breite Straße 29, 50667 Köln, Germany, or hand them over to us there, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the instructions on withdrawal

10.5 Model withdrawal form

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

- To MOG Gastro GmbH, Torstraße 125, 10119 Berlin, Germany, e-mail mog@citychicken1993.de:
- I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods:
- 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.

11. Allergens, additives and preparation

11.1 Information on the platform

Before you order, you can find information on the platform about ingredients that can cause allergies or intolerances for each item, where the restaurant has entered it there. The overview “Allergene und Zusatzstoffe” (allergens and additives), which the order portal links to in the menu and for each dish, also

shows the allergens contained in the dishes and the additives in them that must be labelled. If you have questions about this, including about individual options, the operating company will give you information. It is best to contact it before you order; you can reach it at the phone number and the e-mail address in clause 1.2.

11.2 Preparation and traces

The food is prepared in a kitchen where other ingredients are also used. Small traces of other ingredients can therefore not be completely ruled out. If you have an allergy or intolerance, please tell the staff about it when you check in. If you redeem your ticket on a later day, ingredients may have changed since you ordered; you can find the current information on the platform, and the staff will tell you before your order is handed over.

12. Defects, questions and complaints

12.1 Defects

If the food, the drinks or the restaurant service are defective, you have the statutory rights against the operating company. Please point out defects in the restaurant straight away if possible so that the staff can put things right; if you only notice a defect after collecting your order, please contact the operating company as soon as possible (clause 12.2). Your rights do not depend on this. For an order to take away, you can choose whether the restaurant remedies the defect or gives you a replacement free of defects; if it remedies the defect, the original limitation period for your claims relating to a defect is extended once by twelve months.

12.2 Who to contact

Send questions, reports of problems and refund requests about a booking to the operating company of the booked restaurant. Its address, phone number and e-mail address are shown in clause 1.2; you can also send complaints to this address. Instead, you can also make such statements to Nhas Food, by e-mail to media@citychicken-nhas.de or through the contact form in the app or at citychickennhas.de/en/kontakt. Nhas Food receives them for the operating company and forwards them to it without undue delay; your statement counts as received by the operating company as soon as Nhas Food has received it. Nhas Food answers questions about the platform and your customer account at the same e-mail address.

13. Liability

13.1 Unlimited liability

Nhas Food for the user agreement and the operating company for the booking contract are each liable without limitation for damage resulting from injury to life, body or health, for damage resulting from an intentional or grossly negligent breach of duty, under the Produkthaftungsgesetz (German Product Liability Act), in the case of fraudulent concealment of a defect and to the extent of a guarantee they have given. This also applies to breaches of duty by their legal representatives and by the people they use to perform their obligations (vicarious agents).

13.2 Limited liability for slight negligence

Otherwise, in the case of a slightly negligent breach of duty, Nhas Food and the operating company are only liable for the damage that was foreseeable when the contract was concluded and is typical for this kind of contract.

13.3 Application to employees and mandatory law

The limitation under clause 13.2 also applies for the benefit of the legal representatives, employees and vicarious agents. Mandatory statutory liability provisions remain unaffected. These rules do not change the burden of proof to your disadvantage.

13.4 Responsibility for Nhas Food

If the operating company uses Nhas Food when initiating, concluding or performing your booking contract, it is responsible for any fault on the part of Nhas Food as if it were its own fault. This applies in particular to presenting what it offers on the platform, including prices, allergens and additives, to the booking, payment processing and refunds, to the QR ticket, the check-in and passing your order to the point-of-sale system, to the till receipt, to the booking confirmation and to receiving your requests.

14. Minors

14.1 Minimum age

You may use the platform from the age of 13. Anyone younger may not create a customer account.

14.2 Parental consent

If you are not yet 18, you need the consent of your parents or another person with parental custody for the user agreement and for bookings. Consent can be given in advance or afterwards, and it can also be given once for all bookings on the platform or for bookings up to a certain amount; no particular form is required.

14.3 Pocket money and missing consent

A booking is valid even without this consent if you pay for it with money that your parents, or other people with their consent, have given you for this purpose or for you to use freely, for example your pocket money (§ 110 BGB). Otherwise, whether a booking is valid depends on your parents' approval. If they refuse to approve it, the operating company refunds the amount paid in full; clause 8.4 does not apply in that case.

15. Changes to these terms

15.1 New version

Nhas Food can change these terms with effect for the future, also in the name of the operating companies. The platform shows you the changed version the next time you use it.

15.2 Consent required

Changed terms only apply to your user agreement if you expressly agree to them on the platform. Silence or simply continuing to use the platform does not count as agreement. If you do not agree, the previous terms continue to apply to your user agreement, and Nhas Food can terminate it under clause 5.2. Nhas Food may provide that you can only reserve and book again once you have agreed; the platform tells you this when it shows you the changed version. In the order portal, you can view and cancel your existing bookings, request the refund where clause 15.3 still provides for this, withdraw via "Withdraw from contract" (clause 10.4), delete your customer account and export your data even without agreeing. In the app, its other functions may also be blocked until you agree, but not your orders and "Withdraw from contract" (clause 10.4). If, for this reason, you cannot cancel an existing booking in the app, clause 8.2 sentence 4 applies. In any case, you can redeem your tickets with the booking code from your booking confirmation.

15.3 Application to bookings

Each booking contract is governed by the version of these terms that was made part of it when you ordered. Later changes apply neither to time slots already booked nor to orders still awaiting your payment. This also applies to the payment period, the check-in window, the deadline for free cancellation and the refund share that the platform showed you before you ordered. By way of exception, the rules of this version on refunds, check-in, cancellation, redeeming after the check-in window and expiry of the ticket (clauses 7.4 and 8.1 to 8.4) also apply to bookings that were made under an earlier version, because they are more favourable to you, even if their check-in window has already ended and an older version of the app or the order portal shows them as cancelled or expired; the only exceptions are bookings that were cancelled before this version, whether by you or by the operating company, and bookings for which you have already requested the refund. Until the deadline for cancelling on the platform that you were given for such a booking, you can cancel it free of charge, and the refund share you were given then applies. If an older version of the app or the order portal shows you rules on check-in, cancellation and refunds before or after you order that are less favourable to you than this version, the rules of this version apply nevertheless. If you cancelled a booking before this version and have not yet requested the refund for it, you request it as before with “Request refund” under your booking or by e-mail to the operating company or to Nhas Food (clause 12.2); there is no deadline for this, and if your payment method no longer accepts the refund, clause 7.4 sentence 3 applies.

16. Consumer dispute resolution

16.1 No participation in dispute resolution proceedings

Nhas Food and MOG Gastro GmbH are neither obliged nor willing to take part in dispute resolution proceedings before a consumer conciliation body.

17. Applicable law, place of jurisdiction and contract language

17.1 Applicable law

The law of the Federal Republic of Germany applies. If you are a consumer and your habitual residence is in another country, you keep the protection of the mandatory provisions of the law of that country to the extent that Art. 6 Abs. 2 Verordnung (EG) Nr. 593/2008 (EU Rome I Regulation) grants it to you.

17.2 Place of jurisdiction

If you are a merchant (Kaufmann), a legal entity under public law or a special fund under public law, Berlin is the place of jurisdiction for all disputes arising from the contracts under these terms. For consumers, the statutory places of jurisdiction apply.

17.3 Invalid provisions

If individual provisions are invalid or have not become part of the contract, the rest of the contracts remain valid. The affected provisions are replaced by the statutory provisions.

17.4 Contract language

The contract language is German. The English version of these terms is a translation; if the versions differ, the German version applies unless the English version is more favourable to you. The app is available in German and English, and the order portal also in Arabic, Chinese, Dutch, French, Italian, Polish, Spanish and Turkish; you can go through the ordering process in any of these languages. These terms and the privacy policy are only available in German and English; if you choose another language in the order portal, the links lead to the English version. If texts on the platform differ from the German version in a translation, sentence 2 applies accordingly.