

We, Sornero Investments Ltd (the “**Company**” or “**We**” or “**Us**”, as the context herein dictates), apply these Terms of Use throughout this website including all its contents.

Any reference to “you” or “user” shall mean the person accessing Our website.

We encourage that you read and familiarise yourself with these Terms of Use as they set out your rights and obligations regarding this website.

By accessing this website, you automatically acknowledge and agree to be bound by these Terms of Use, as updated from time to time. Furthermore, these Terms of Use may change without any notice provided to you. In case you do not agree, please exit this website.

1. Accuracy of information and availability

Our priority is to ensure that this website is kept at all times accurate and up-to-date. However, we cannot always guarantee that the items listed on the menus herewith will be available on the specific day you will visit Our restaurant, as the foods and drinks may be subject to availability and/or change from time to time depending on the ingredients, the season of the year and any other factors applicable.

We do not accept any liability for any loss of damage nor do we guarantee and/or warrant the completeness and accuracy of the information contained in the website.

2. Book a table

We reserve the right to release your table to other customers if you fail to attend your booked time within a reasonable duration, typically 20 minutes, without any prior notice. Please inform us in advance via telephone if you are expecting to arrive later than your booked time.

We may not be able to accommodate additional diners in excess of the prescribed number of diners allocated by you and therefore we strongly advise that you call Us beforehand to arrange such request.

We will not be liable or responsible for any failure to honour a Reservation where such failure is caused by any act or event beyond Our reasonable control.

Unless confirmed by Us in advance, We cannot guarantee any special requests or comments made by you during booking, however We will do Our best to accommodate your request.

You may cancel your reservation at any point in time before the scheduled date and time of the reservation by contacting the Restaurant directly.

3. Allergy Information

Guests should always inform the restaurant of any special dietary requirements, including intolerances and allergies. This information can be included at the “Special Request” section when you make a request for a Reservation through Our Website.

Whilst every effort is made to eliminate the risk of cross-contamination in our restaurants, We cannot guarantee that all items are free from allergens and therefore we cannot accept any liability in this respect.

Guests with allergies are advised to assess their own level of risk and consume dishes at their own risk.

4. Access

The website must only be used for legitimate purposes and the users must ensure that they do not interfere or tamper in any way with the website or in any way which infringes, or otherwise violates, the rights of the Company and third parties.

We do not make any warranties or representations with regards to the technical specifications required to access the website and We shall not be held accountable or responsible and shall not be liable for any damage caused, through a virus, or worm, or other type of malicious software, to your equipment, computer or portable device and/or peripherals and/or other property as a result of you accessing the website or downloading any content from the website.

5. Third Party Websites

This website contains hyperlinks which redirects you to third party websites which are neither owned or operated by us, such as social media websites (“**Third Party Websites**”). We are not responsible for such Third Party Website and these are operated under their own terms and privacy policies to which we encourage you to familiarise yourself with.

Access to Third Party Websites is made at your own risk and We are not responsible, nor do we endorse, the content or the safety of these.

6. Intellectual Property Rights

Intellectual property shall include, but not limited to, the following items found on Our website or Our social media accounts (Collectively referred to as the “**Intellectual Property**”):

- Logos;
- Images, photos, artwork, graphics and text;
- Menus;
- Audio and video clips;
- HTML or source code;
- the ‘Don Carlo’ name or any other name which resembles ‘Don Carlo’;
- copyrights; or
- registered or unregistered trademarks.

All Intellectual Property is owned and retained by Us and all rights are reserved. By accessing this Website you do not acquire any right (whether express or implied) to the Intellectual Property and you shall not use, copy, distribute or otherwise infringe in any way Our Intellectual Property, unless prior written approval is explicitly provided by Us.

7. Prohibited Activities

This website is for personal and non-commercial use only.

By accessing this website, you agree not to:

- Do anything illegal;
- Republish any material including content from this website;
- Infringe any of Our rights or other parties rights;
- Do anything which damages the reputation or breach privacy, or otherwise harass or inconvenience Our rights or any other third person`s rights;
- Use any device or software or other method, including but not limited to hacking, which interferes in any way with the proper and intended working of the website and the experience of other users of this website;
- Install or otherwise place through any method any virus, or worm, or other type of malicious software;

- Copy or modify the HTML Code or otherwise reverse engineer any portion of the website;
- Edit or modify any materials or content of the website; or
- Disrupt, overload, or otherwise interfere with the website, network or server.

8. Personal Data

The way We collect, store and process your personal data is regulated by our Privacy Policy, available at Our website.

9. Limitation of Liability

Save from any liability which cannot be excluded by legislation or common law or where it would be unlawful for Us to exclude liability, We shall not be responsible in any manner whatsoever or held in any way liable for any direct, indirect or consequential losses, costs, expenses and/or damages in connection with your use of this website.

10. Severability

If a provision or part-provision of these Terms of Use is held by a court or any other authority of competent jurisdiction as unenforceable it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Such modification will not impair the validity and enforceability of the rest of the provisions of these Terms of Use and the latter will continue to be given full force and effect.

11. Waiver

No failure or delay from Our side to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12. Governing Law

Any dispute or claim arising out of or in connection with these Terms of Use shall be governed by and construed in accordance with the Laws of the Republic of Cyprus. The courts of the Republic of Cyprus shall have exclusive jurisdiction to settle any dispute or claim arising out of these Terms of Use.

13. Entire Agreement

These Terms of Use along with Our privacy policy constitutes the entire agreement between you and the Company and replaces any and all previous and preliminary agreements, arrangements or covenants in, whether written or oral, relating to the use of the website.