



Terms of Service

Tabit Technologies Inc. ("**Tabit**" or "**us**," "**our**," "**we**") is the creator and owner of a cloud-based restaurant management system enabling food-service companies to manage their sales operations, payments, menu management, reservations, ordering, delivery, inventory, employees, employee attendance, and other business needs ("**System**"). Tabit has previously entered into an order form with the participating food-serving company (respectively, "**Order Form**" and "**Restaurant**"). Along with the Order Form, these Terms of Service ("**Terms**") govern users' access to and use of the System, including the Content (as defined below) and other services available through the System (collectively, "**Services**"). These Terms apply to (i) the Restaurant; (ii) any owner, proprietor, or management-level employee designated by the Restaurant ("**Managing Employee**"); and (iii) employees of a Restaurant using the System (each, an "**Employee**"). The term "**you**" may refer to any of the above accepting these Terms.

If you are a Managing Employee accepting these Terms on behalf of a Restaurant, you represent and warrant that you are authorized to enter into and bind the Restaurant to these Terms and register for the System and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to the Restaurant and/or you, as applicable, and the right to access the System and Services is revoked where these Terms or use of the System and Services is prohibited. The Restaurant hereby warrants that it has made or will make its Managing Employees who are using the System and/or the Services, aware of these Terms and the Privacy Notice (specified below) and hereby accepts any and all responsibility for its Managing Employees' use and/or misuse of the System and/or the Services.

Please read these Terms carefully. These Terms govern your access to and use of the System and Services. By clicking on the button marked "I agree," you signify your consent to these Terms. Our Privacy Notice, available [here](#), governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). We reserve the right to make changes to these Terms from time to time. Your continued use of the System and/or Services will be deemed acceptance to the amended or updated Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" or use the System and/or Services.

When we collect and process information of employees of a Restaurant (each, an "**Employee**") and customers of a Restaurant in the context of provision of the Services, each of Tabit and the Restaurant will be considered an independent and separate data Controller (as defined in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**"). The Restaurant is responsible for compliance with its obligations as data Controller under applicable law including any applicable data protection laws and the GDPR.

The Restaurant represents and warrants that (a) it has and shall maintain throughout the term of these Terms all necessary rights and consents required under applicable law in order to provide Personal Data (of both customers of the Restaurant and Employees) to Tabit and allow it to serve as a separate and independent controller of such Personal Data, including any consents necessary for collection and processing of Special Categories of Data (as defined in the GDPR) and/or any data or information subject to special regulatory or statutory protection

regimes (including but not limited to data regarding children, financial and health data); and (b) it shall ensure that a record of such consents is maintained, as required under applicable law.

1. **Use of System and Service.** Tabit hereby grants to the Restaurant a non-exclusive and non-transferable right to use the System and/or Services in accordance with these Terms and subject to the terms of and for the term specified in the Order Form.

2. **Services**

- 2.1. To the extent that Managing Employees have been invited or authorized by the Restaurant to access and use the System and/or Services, subject to the Managing Employees' acceptance of and compliance with these Terms, such Managing Employees shall have access to and may use the System and Services. You may not use the System or Services to provide any services or content to any other third party and, except as otherwise permitted herein, you shall not make any commercial use of the System and/or Services. Tabit may, at its sole discretion and at any time, discontinue providing any part of the Services without notice.
- 2.2. You understand that the System and Services are constantly evolving. Accordingly, you hereby acknowledge and agree that Tabit reserves the right, in its sole discretion, to modify the System and/or Services from time to time, with or without notice to you. In order to use the System and/or Services, you may be required to apply relevant updates to the devices through which you access the System and/or Services, including updates to third-party software.
- 2.3. Use of the Services and access to the System is void where prohibited by law, regulation or any other obligation. By using the System and/or Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older or have received appropriate parental consent and have the ability to form a binding contract; and (d) your use of the System and Services does not violate any applicable law or regulation or any obligation you may have to a third party.
- 2.4. Tabit may use aggregated data, from time to time, for analytics, improvement of the System and/or Services, internal purposes, and may share such aggregated data with its business partners on commercial terms it may determine at its sole discretion. Aggregated data may include data derived from the Restaurant's data, provided that aggregated data does not contain data solely derived from Restaurant's data and does not identify Restaurant or any of Restaurant's end users and/or employees. If you would not like us to share aggregated data with our business partners, please email us at support-us@tabit.cloud.

3. **Account Registration**

- 3.1. Subject to the terms specified in the Order Form and/or to any additional instructions provided by Tabit, following acceptance of these Terms, the Managing Employee, at the Restaurant's instruction, shall create and register an account through the use of a username and password in order to use the System and

Services. Tabit reserves the right to refuse to allow you to open a Managing Employee account for any reason, or to limit the number of Managing Employees of the Restaurant who may establish an account on the System, all at its sole discretion.

- 3.2. The Restaurant acknowledges that, should a Managing Employee not accept these Terms, such Managing Employee may not use the System and such Managing Employee's information may not be included on the System.
- 3.3. In addition, Managing Employees may open accounts for Employees of the Restaurant. By opening an account for an Employee, the Managing Employee represents and warrants that (i) it has the full right and power to provide Tabit with any Personal Data of the Employee, and (ii) it has provided adequate notice to the Employee that its Personal Data will be provided to Tabit and that Tabit will serve as the controller of such Personal Data and, (iii) where required under applicable law, it has obtained consent from the Employee.
- 3.4. An Employee will receive email notification when an account has been registered in his or her name by the Managing Employee of a Restaurant and will be asked to approve these Terms. If an Employee is engaged with more than one Restaurant, the Employee account may be linked to a number of Restaurants and the Employee may use the same credentials to access either Restaurant. Employees will receive notification each time a Restaurant registers an account with the Employee's email address, however, no Restaurant will receive any information about additional Restaurants with whom the Employee is engaged, including the existence of additional Restaurants.
- 3.5. You, as an Employee or a Managing Employee, are fully and solely responsible for the security of your computer and/or device system and all activity on your account, even if such activities were not completed by you. You are responsible for safeguarding your password and for restricting access to the System and/or Services from your compatible mobile device(s) and/or computer(s). You agree to notify Tabit immediately of any unauthorized use of your account or password. We will not be liable for any losses or damages, including, without limitation, in connection with a security breach, arising from unauthorized use of your account or password, and you agree to indemnify and hold us harmless for any improper or illegal use of your account, including any charges and/or taxes incurred, unless you have notified us via email at support-us@tabit.cloud that your account has been compromised and have requested that we block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the System and/or Services.
4. **Payment and Fees**. Payment of fees by the Restaurant for the System and the Services shall be as detailed in the Order Form. Where applicable, taxes may also be charged. It is the responsibility of the Restaurant to determine whether it is required to pay any applicable taxes. Subject to applicable law, all fees are non-refundable. We reserve the right to revise prices or fees at any time with 30 days' notice.
5. **Termination of Account**

- 5.1. Tabit may terminate your access to your account at its sole discretion: (i) upon termination, suspension or expiration of the Order Form for any reason, (ii) in the event that you are no longer employed as a Managing Employee and/or representative for the Restaurant as communicated by the Restaurant to Tabit, or (iii) if you violate any of these Terms. Upon termination or suspension of your account, you shall not have any further access to the System or any Content (as defined below) that may be available through your account.
- 5.2. If Tabit believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate usage or behavior has occurred, it may take any other corrective action it deems appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate usage or behavior regarding the System and/or Services. We will cooperate fully with any law enforcement investigation or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior or any Content believed to be related to such activities. Any suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their meaning and context are intended to survive such suspension or termination.
- 5.3. If you wish to terminate your account, for any reason, please email us at support-us@tabit.cloud. We will close your account as soon as possible and will retain and/or delete your information and/or User Content (as defined below) in accordance with the terms specified in our Privacy Notice. As further set forth in our Privacy Notice, upon termination of an account, any User Content will be removed from and will cease to be available on the System. Provided however, that, subject to the terms of our Privacy Notice and applicable law, we may retain a copy of your User Content after termination of your account.

6. **Content**

- 6.1. Certain types of content may be made available through the System and/or Services. "**Content**" as used in these Terms means, collectively, all the content on or made available through the System and/or Services.
- 6.2. The Services may allow you to add certain content and/or data. All content added by: (i) the Restaurant, including any Restaurant inventory updates, menu changes, lists of Managing Employees, and/or any modifications or derivatives of the foregoing; (ii) Managing Employees, including, without limitation, any feedback, suggestions, requests, ideas or improvements regarding the System and/or Services you provide to us, is referred to as "**User Content**." You are fully and solely responsible for any User Content you submit through the Services. You represent and warrant that any such User Content complies with all applicable laws, that you have all necessary rights to submit any such User Content through the Services, and that no such User Content infringes upon or violates, or will lead to an infringement or violation of any third-party intellectual property rights, privacy or publicity rights, or moral rights. Tabit has no obligation to accept, display, review or maintain any User Content.

Moreover, Tabit reserves the right to remove and/or permanently delete any Content, including any User Content submitted or modified by any Managing Employee at any time, without notice and for any reason. WE DO NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

- 6.3. Tabit may, at its sole discretion, choose to monitor certain User Content for inappropriate or illegal behavior, including through automatic means, provided however that Tabit reserves the right to treat User Content as content stored at the direction of Managing Employees and/or Restaurant, as applicable, for which Tabit will not exercise editorial control except when violations are directly brought to Tabit's attention. Tabit has the right to edit, delete, distort, modify or move User Content from the System and/or Services without notice for any reason at any time. Additionally, Tabit has the right to refuse to transmit or email any User Content (without notice for any reason at any time).
- 6.4. Content on the System comes from a variety of sources, including from Managing Employees. You understand that Tabit is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to this Content (including but not limited to User Content). Although Managing Employees must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials to which you may be involuntarily exposed, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.
7. **Content Restrictions.** Without limiting the foregoing, you agree that you will not transmit, submit or post any User Content that: (1) violates the legal rights of others, including defaming, abuse, stalking or threatening any employees or users; (2) infringes (or results in the infringement of) the intellectual property rights, moral rights or other rights of any third party; (3) is in furtherance of (or you (should) reasonably believe to be in furtherance of) illegal, fraudulent, or unauthorized, counterfeiting, pirating, unauthorized, or violent activity, or that involves (or you (should) reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (4) does not comply with all applicable laws, rules and regulations; (5) publishes falsehoods or misrepresentations that may damage us or any third party; (6) imposes an unreasonably or disproportionately large load on our infrastructure; or (7) posts, stores, transmits, offers, or solicits anything that contains (or that you know contains links to) the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component, or (e) anything that encourages conduct that would

be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

8. **Use Restrictions.** You may not do or attempt to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the System and/or Services without our prior written authorization, including framing or mirroring any part of the System and/or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the System and/or Services or features that prevent or restrict use or copying of any Content; (3) use the System and/or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, assessment search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the System and/or Services; (5) use or access another Managing Employee's account or password without permission; (6) use the System and/or Services in any manner not permitted by these Terms, or (7) post, distribute or edit any User Content or links in violation of the requests or wishes of the individual that provided you and/or the Restaurant with such User Content or links.

9. **Intellectual Property**

- 9.1. Tabit, or as the case may be, its licensors, own the System, Services, and all Content available therein, including all worldwide intellectual property rights in the System and/or Services and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the System and/or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the System or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Tabit or any third party.
- 9.2. You own the User Content and all intellectual property rights in the User Content. By submitting or posting any User Content you grant Tabit and its successors a worldwide, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, display, make public and perform such User Content on, through or in connection with the System and/or Services.

10. **Disclaimer of Warranty**

- 10.1. Your use of the System and Services is at your sole discretion and risk. The System, Content, and Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. While we make reasonable efforts to provide Content that is informative and useful, we do not make any warranties or representations in respect of any Content. We do not represent or warrant that you will find the Services and/or any Content to be informative or useful for your own needs.

- 10.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SYSTEM, CONTENT (INCLUDING USER CONTENT), AND SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SYSTEM AND/OR SERVICES; (II) THAT THE SYSTEM AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SYSTEM AND/OR SERVICES.
- 10.3. Tabit makes no warranty that the information provided to you by a Managing Employee and/or any information and/or Content available on the System will be useful and/or accurate. You are solely responsible for any action you may take based on any information provided by a Managing Employee and/or Content available on the System. In making any decision, you should take into account the possibility that information and/or recommendations provided by a Managing Employee and/or Content available on the System may not correctly or accurately reflect current or future circumstances.
- 10.4. We are not responsible for any incorrect or inaccurate Content (including but not limited to User Content) posted on the System or in connection with the Services, or transmitted by any party, whether by a Managing Employee or by any of the equipment or programming associated with the Services. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

11. Limitation of Liability

- 11.1. Tabit assumes no responsibility for, and you shall not have any valid claim against Tabit in relation to, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the System, Content and/or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer, (mobile) device, or online systems, servers or providers, computer or (mobile) device equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any part of the System and/or Services, including any injury or damage to Managing Employees, Restaurants, or to any person's computer, and/or (mobile) device related to or resulting from participation or downloading materials in connection with the System and/or Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the System and/or Services, from any Content posted on or through the System and/or Services, or from the conduct of any users of the System and/or Services, whether online or offline. In addition, we assume no responsibility for any incorrect data, including Personal Data

provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Tabit, including incorrect data and you shall assume all liability for any consequences of provision of such incorrect data to us.

11.2. IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SYSTEM, CONTENT, AND SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRECEDING THE APPLICABLE CLAIM. AS SUCH, IF YOU HAVE MADE NO PAYMENTS TO US FOR USE OF THE SYSTEM AND/OR SERVICES, WE SHALL NOT HAVE ANY LIABILITY TO YOU WHATSOEVER.

12. **Indemnification**. You agree to indemnify, defend, and hold Tabit and its employees, directors, officers, subcontractors and agents harmless against any and all claims, damages, costs or expenses (including attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you, anyone on your behalf, or anyone using your computer, (mobile) device, password or account; (b) any claim, loss or damage experienced from your use, attempted use or misuse of the System and/or the Services; (c) your violation of any law or regulation including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; (e) your breach of any of your representations and warranties herein; and (f) any other matter for which you are responsible hereunder or under law.
13. **Publicity**. Tabit has the right to make public on its website and/or in any of its publications, including through the usage of the name of the Restaurant and its trademarks, that the Restaurant is Tabit's customer.
14. **Miscellaneous**. These Terms shall be governed by the laws of the State of Delaware exclusive of its choice of law rules, and without regard to the United Nations Convention on the International Sales of Good and the competent courts in the State of Delaware shall have exclusive jurisdiction to hear any disputes arising hereunder. In any action to enforce these Terms, the prevailing party will be entitled to reasonable costs and attorneys' fees. Any cause of action against Tabit must be brought within one (1) year of the date such cause of action occurred. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining sections of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Tabit or enables you to act on behalf of Tabit. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject

matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. Nothing contained in these Terms shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct. Non-enforcement of any provision of these Terms does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may assign our rights under these Terms to any third party. You may not assign your rights or obligations hereunder except as we expressly permit in writing. Any notice to be provided to you pursuant to these Terms maybe provided to the email address or other contact information you have provided to us.

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