



CS Bridge

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## General Terms and Conditions

These General Terms of Service, effective as of the date of acceptance by the Merchant, are a legally binding agreement between the Merchant and CAPTAINSPEC LIMITED (referred to as "CaptainSpec" or "CS Bridge" in the document), a Cyprus company with the company number HE 450152 and a registered office at 10 Amfitrionos Hydraiou Street, MARTIN HOUSE, 2nd Floor, Office 203, Katholiki, 3022, Limassol, Cyprus. These Terms govern the Merchant's access to and use of CaptainSpec Services.

The Merchant must be at least 18 years old to enter into these Terms and use CaptainSpec Services. By accessing or using CaptainSpec Services, the Merchant agrees to be bound by these Terms. If you are accepting these Terms on behalf of a third party, you confirm that you have the full legal authority to bind them to these Terms, you have read and understood these Terms, and you agree to these Terms on behalf of the third party.

If you do not have the legal authority to bind the third party, you should not accept these Terms on their behalf.

CaptainSpec Services are provided to the Merchant by CaptainSpec (or an affiliate), as applicable. These services are intended for the use of the Merchant only. If approved by CaptainSpec, the Services may also be used by the Merchant's affiliates and/or franchisees, subject to the same terms and conditions as these Terms. The Merchant remains responsible to CaptainSpec (and its affiliates) for any actions or omissions of their affiliates and/or franchisees related to the use of CaptainSpec Services and their compliance with these Terms. The use of CaptainSpec Services is subject to these Terms and any specific terms for those services. The Merchant will not, and will not allow third parties, to use CaptainSpec Services or the results of those services in a way that competes with CaptainSpec. CaptainSpec will strive to provide its Services following the current service level agreements, which may be shared with the Merchant upon request or accessed online if available. The Merchant acknowledges that CaptainSpec reserves the right to change the scope of the service level agreements offered to the Merchant.

The Merchant will be invited to CaptainSpec Service with pre-defined Credentials. These credentials must not be shared with third parties and must be kept confidential. If the Merchant suspects that the confidentiality of their Credentials has been compromised, they must immediately notify CaptainSpec. The Merchant is responsible for ensuring that the data provided to CaptainSpec is accurate, current, and complete. The Merchant is fully liable for any activity occurring under their CaptainSpec Account.

CaptainSpec grants the Merchant a non-exclusive, restricted, personal, non-transferable, revocable, and non-assignable license to use CaptainSpec Services. These Terms do not grant, and should not be interpreted as granting, any rights to the Merchant beyond those expressly granted in these Terms.

The Merchant agrees and acknowledges that it will not, and will not allow third parties to:



- (a) modify, reconstruct, adapt, alter, reverse compile, or reverse engineer the CaptainSpec Services, or attempt to discover the source code or underlying algorithms, user interface techniques, or ideas, decompile, disassemble, or otherwise make the CaptainSpec Services understandable to humans.
- (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or commercially exploit any part of CaptainSpec Services, or make them available to any third party.
- (c) access the CaptainSpec Service or any part thereof to monitor its availability, performance, or functionality, or for any benchmarking or competitive purposes.
- (d) access or use the CaptainSpec Service or any part thereof to provide services to third parties, or to build a competitive product or service using similar ideas, features, functionalities, functions, or graphics as the CaptainSpec Services or any part thereof.
- (e) take any action that could cause malfunction, crash, tampering, or impairment of the CaptainSpec Services or any part thereof.
- (f) take any action that could cause information related to the CaptainSpec Service to become public.

CaptainSpec reserves the right to update, remove, restrict, bundle, improve, deprecate, and/or modify its Services, any of the functionalities that can be accessed by the Merchant in connection with any Services, and the functionalities covered by each tier of the tier program, at any time and for any reason. If an update does not significantly alter or impact the CaptainSpec Services (as determined by CaptainSpec), it shall be implemented without notice. CaptainSpec shall provide the Merchant with thirty (30) days' notice of any updates that, in CaptainSpec's sole discretion, may significantly impact or affect the CaptainSpec Services.

The Merchant understands that CaptainSpec may utilize aggregated and anonymized data related to the Merchant's use of the Services for various purposes, including but not limited to insights, product development, and identifying market trends. CaptainSpec may also share this aggregate data with third parties and utilize it for any other commercial purposes.

In exchange for the CaptainSpec Services, CaptainSpec (or its affiliates) shall charge fees to the Merchant. The fees and their conditions applicable to the CaptainSpec Services shall be outlined in the relevant documentation. The Merchant shall be required to pay CaptainSpec the applicable fees based on the CaptainSpec Services utilized. Unless otherwise stated by CaptainSpec, fees for the use of CaptainSpec Services shall be non-refundable.

The Merchant is required to provide CaptainSpec with accurate and complete invoicing and contact information, including the legal name, address, email address, name, and phone number of the authorized billing administrator, as well as a valid VAT/tax ID number. The Merchant must update this information within thirty (30) days of any changes. If the Merchant fails to do so, CaptainSpec reserves the right to cease, suspend, or interrupt its Services, without prejudice to its right to seek compensation



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for losses, damages, and costs. The applicable payment terms for fees are outlined in a separate document. The Merchant has ten (10) days to contest any invoice issued by CaptainSpec by sending a written request to the email address provided in the invoice or by contacting support (if available). Invoices that are not disputed within this timeframe are deemed accepted by the Merchant.

All invoices shall be paid by the Merchant within ten (10) days of the date of the issue of the invoice unless otherwise agreed in writing by CaptainSpec. In the event of late payment, CaptainSpec may suspend the use of CS Bridge and/or may charge interest on the amount outstanding before and after judgment. Where CaptainSpec requires payment of a deposit, the Merchant shall acknowledge that the deposit is not returnable.

All fees do not include any direct or indirect taxes imposed by tax authorities.

CaptainSpec reserves the right to alter the fees at any time and will provide the Merchant with thirty (30) days' notice of any changes to the fees. If the Merchant continues to utilize the CaptainSpec Service after the notice period has expired, it will be deemed acceptance of the updated fees.

CaptainSpec has the right to halt the provision of any or all of its services to a Merchant under the following circumstances:

- (a) if CaptainSpec believes that the service is being used in violation of these terms or CaptainSpec's guidelines.
- (b) if the confidentiality or security of CaptainSpec's credentials has been compromised.
- (c) if the service is being used illegally or in a way that harms CaptainSpec's reputation or business.
- (d) if the Merchant's account is in arrears if the Merchant fails to update their billing information.
- (e) if there are internet infrastructure issues beyond CaptainSpec's control.
- (f) if maintenance of CaptainSpec infrastructure is necessary.
- (g) if a third-party vendor that supports CaptainSpec services experiences an outage or maintenance.
- (h) if the Merchant is subject to sanctions from the US or EU.
- (i) if the Merchant creates an account on behalf of a third party.

CaptainSpec has the right to create a tier program for its services, which may bundle certain features of the service into different tiers at varying prices. The tiers, their pricing, and their features will be presented to the Merchant in a format chosen by CaptainSpec. The Merchant understands that the tier program may restrict or remove access to certain features of the service that the Merchant previously had access to. CaptainSpec will provide the Merchant with 30 days' notice before launching the tier program, during which time the Merchant will have the option to select a tier. If the Merchant does not select a tier before the notice period ends, they will no longer have access to the features of the service that are bundled into the tiers. CaptainSpec reserves the right to modify the features included in each tier and will provide the Merchant with 30 days' notice before doing so.



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The Merchant shall ensure that it provides CaptainSpec with all necessary information and cooperation to enable the latter to fulfil its obligations under the agreement. The Merchant shall also be responsible for ensuring that all information provided to CaptainSpec is accurate, complete, and up to date. Furthermore, the Merchant shall be responsible for obtaining and maintaining all necessary consents and permissions for CaptainSpec to process any personal data as required under the terms of the agreement and shall fulfil its obligations under the agreement in a timely and efficient manner.

The Merchant shall be responsible for ensuring that its systems and protocols, including networks, file and web transfer protocols, message structures, and any other systems used to concern or in connection with CaptainSpec's services, comply with the standards necessary for the proper functioning of CaptainSpec's services. These standards may be found on CaptainSpec's support website or provided by CaptainSpec at a later time. The Merchant shall be solely responsible for procuring and maintaining the network and telecommunications connections between its IT environment and CaptainSpec's services.

These terms do not prevent either the Merchant or CaptainSpec from entering into similar agreements with third parties or from providing services or products to third parties. This agreement does not require either party to only use the other party's services.

These terms do not affect the ownership or licensing of either party's intellectual property. Neither party will be entitled to any claims regarding the other party's intellectual property as a result of this agreement. CaptainSpec retains exclusive ownership of all its intellectual property related to its products and services, including any intellectual property incorporated in its technology, services, website, or software.

Under this agreement, each recipient of the other party's confidential information agrees not to disclose it to any third parties except their representatives or use it for any purpose other than fulfilling their obligations under the agreement. The recipient will only make the confidential information available to representatives who need to know it and who are bound by written confidentiality obligations at least as strict as those in the agreement. The recipient will be responsible for ensuring that their representatives comply with these confidentiality obligations and will not remove or deface any notices of ownership from any copies of the confidential information. However, the prohibition on the use and disclosure of confidential information does not apply if the discloser has authorized such use or disclosure or if the recipient is required to disclose the information by law or court order, as long as the recipient gives the discloser prior written notice (to the extent legally permissible) and assists in obtaining a protective order. Upon the expiration or termination of the agreement, the recipient will return or destroy (at the discloser's request) all materials and documents containing the discloser's confidential information and any copies thereof. Neither party makes any representations or warranties about the completeness or accuracy of the confidential information, which is provided "as is."



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## Order Processing Terms and Conditions

CaptainSpec (or an affiliate) will provide the Merchant with Order Processing Services as outlined in the product description. These services may include access to the menu, reporting tools, and other features or products that may be made available by CaptainSpec in the future. Unless otherwise noted by CaptainSpec, these services will be provided under a subscription model.

Upon completion of the onboarding process, the Merchant will be able to use the Order Processing Services. These services can be accessed through the CS Bridge Dashboard, which is subject to CaptainSpec's Intellectual Property as outlined in the General Terms.

In exchange for these services, CaptainSpec (or an affiliate) will charge the Merchant an annual Subscription Fee, as agreed upon in the estimate issued by CaptainSpec or chosen in the self-serve onboarding process if available. The Subscription Fee may vary based on the volume of orders processed in the Subscription Period. The Subscription Fee applies to each restaurant using the Order Processing Services and will be paid in the currency of the quote issued by CaptainSpec or chosen in the self-serve onboarding process if available. If invoicing is done by an affiliate, it will be in the local currency of the country where the affiliate is based. The Subscription Fee will be invoiced starting from the date of the first order processed by CaptainSpec for the Merchant in connection with the Order Processing Services.

CaptainSpec reserves the right to change the Subscription Fee for each Subscription Period as needed based on the volume of processed orders.

Unless otherwise stated by CaptainSpec, the Subscription Period is 12 months from the date of the invoice for the Subscription Fee. The subscription will automatically renew for an additional 12-months period unless the Merchant gives CaptainSpec at least 15 days' notice before the end of the current Subscription Term.

All invoices shall be paid by the Merchant within fifteen (15) days of the date of the issue of the invoice unless otherwise agreed in writing by CaptainSpec. In the event of late payment, CaptainSpec may charge interest on the amount outstanding before and after judgment. Where CaptainSpec requires payment of a deposit, the Merchant shall acknowledge that the deposit is not returnable.

The Merchant agrees and acknowledges that CaptainSpec is not responsible or liable if orders cannot be processed through the Order Processing Services due to an issue, outage, problem, bug, or defect caused directly or indirectly by the sales channel(s) or point-of-sale provider(s) used by the Merchant.



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## Order Fulfilment Terms and Conditions

These Order Fulfilment Terms outline the terms and conditions that govern a customer's access to and use of Order Fulfilment Services, which are not the same as delivery services. The role of CS Bridge is limited to connecting the customer with a selected delivery provider through a delivery platform. The Order Fulfilment Integration Services may be offered to the customer in regions where Order Fulfilment Services cannot be provided, and in this case, the customer will have a direct billing relationship with the delivery provider that is integrated with their platform.

Upon completion of the customer onboarding process, they will be able to access Order Fulfilment Services through the Dashboard.

The customer will be charged a Delivery Fee by the selected delivery provider for the provision of delivery services. The Delivery Fee will be invoiced by the selected delivery provider upon completion of the delivery service, and payment flows will be handled by the Payment Processing Provider.

For cancellation and refunds may differ based on the delivery provider that is selected. CS Bridge will follow the refund and cancellation policies that are agreed upon with each delivery provider. If the customer wants more details, they can get in touch with the selected delivery provider.

The customer acknowledges and agrees that CS Bridge is not responsible or liable for any actions or omissions of the Selected Delivery Provider or its couriers, including any issues related to the products of an order that the customer transfers to the Selected Delivery Provider or any issues related to the delivery service.

CS Bridge will use Order Fulfilment Data for providing Order Fulfilment Services, and its processing will be governed by either the Data Sharing Terms for EU Customers or the Data Sharing Terms for Non-EEA Customers, depending on the customer's location. The Order Fulfilment Data will be shared with the Selected Delivery Provider, but only for the purpose of providing the delivery service, and under the condition that the Selected Delivery Provider will use the Order Fulfilment Data only as instructed by CS Bridge. If the Selected Delivery Provider becomes the controller of the data or is granted additional rights under the Delivery Terms, they will have to delete the Order Fulfilment Data once the delivery services are completed.

In regard to compliance, the Customer guarantees that they will not utilize the Order Fulfilment Services or permit any third party to use the Order Fulfilment Services to request the delivery of Restricted Products, or in any manner that goes against any relevant laws.



## Data Handling Terms

This Exhibit contains provisions regarding the processing of Customer Personal Data in the European Economic Area or the United Kingdom. The terms used in this exhibit such as "Third Country," "Member State," "Controller," "Data Subject," "Personal Data," "Personal Data Breach," "Processing," and "Supervisory Authority" have the same meaning as in the General Data Protection Regime (EU) 2016/679 ("GDPR"). This exhibit explains the roles of the parties involved, the scope of data processing, and data protection laws that apply to both parties.

**Scope:** CS Bridge is authorised and instructed by the Customer to process Customer Personal Data, as necessary and required for the delivery of CS Bridge Services. Customer Personal Data cannot be used by CS Bridge outside of the scope of the Agreement. The type of Customer Personal Data, categories of Data Subjects, and the nature and purpose of the Processing are set out in a following paragraph. This exhibit also sets out the obligations and rights of the Customer as a Controller.

**Roles of the Parties:** CS Bridge is the Processor of Customer Personal Data processed in connection with the Terms and the provision of CS Bridge Services, and Customer is the Controller of such Customer Personal Data.

**CS Bridge's Privacy and Cookie Policy:** Customer agrees to the terms and conditions of CS Bridge's Privacy and Cookie Policy available at <https://www.captainspec.com/en/privacy>.

**Data Protection Laws:** Both Customer and CS Bridge will comply with applicable Data Protection Laws in the performance of the Terms. Customer warrants and guarantees that the Terms and any instructions given to CS Bridge regarding Customer Personal Data comply with Data Protection Laws and the legal rights of Data Subjects. CS Bridge will inform the Customer if it believes that the Processing instructions from the Customer infringe on Data Protection Laws.

**Representations and Warranties:**

a. **Of Customer:** Customer represents and warrants that it has a legal basis to transfer and share Customer Personal Data with CS Bridge.

b. **Of CS Bridge:** CS Bridge warrants that it shall not process Customer Personal Data other than on Customer's documented instructions, use such data for any purpose other than the performance of the Terms or the provision of CS Bridge Services, and shall not transfer Customer Personal Data to a Third Country or an international organisation unless it is required to do so by Union or Member State Law to which CS Bridge is subject, and provided CS Bridge informs the Customer of such legal requirement upfront.

**Technical and Organizational Measures:** CS Bridge will implement appropriate technical and organizational measures to ensure a level of security reasonably appropriate to the risk of varying likelihood and severity for the rights and freedoms of natural persons, taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of the processing.





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CS Bridge will ensure that persons authorized to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Sub-Processors: Customer authorises CS Bridge to engage any Sub-Processor deemed necessary or useful to fulfil its Processing obligations or to perform its obligations under the Terms, with the understanding that CS Bridge will remain liable to the Customer for the performance of each Sub-Processor. CS Bridge will ensure that each Sub-Processor performs all the obligations under the Terms, as they apply to the Processing of Customer Personal Data carried out by that Sub-Processor, as they apply to CS Bridge.

Processes to Comply with Data Subject Rights: CS Bridge will assist the Customer by implementing appropriate technical and organizational measures for the fulfilment of the Customer's obligations to respond to requests to exercise Data Subject rights under Data Protection Laws.

In the event of any unauthorized access, acquisition, or disclosure of Customer Personal Data or breach of security or confidentiality in relation to Customer Personal Data under CS Bridge's control, CS Bridge will promptly notify the Customer within 48 hours ("Data Security Incident"). CS Bridge will cooperate with the Customer in investigating, mitigating, and remedying each Data Security Incident, using available information and technical means. If the Data Security Incident is not caused by CS Bridge, the Customer will reasonably reimburse CS Bridge for any expenses incurred at the Customer's request.

CS Bridge will assist the Customer with any necessary data protection impact assessments and prior consultations with competent data privacy authorities under Article 35 or 36 of the GDPR related to the processing of Customer Personal Data. Upon request, CS Bridge will delete or return all copies of Customer Personal Data. However, certain data may be retained by CS Bridge as required by applicable laws.

CS Bridge will provide the Customer with all necessary information to demonstrate compliance with Article 28 of the GDPR and will contribute to audits or inspections by the Customer or the Customer's auditor, with the cost borne by the Customer.

CS Bridge will process data from end-users and customers of the Customer, including name, email address, phone number, address, order details, and geo-location, to provide CS Bridge Services to Customers. The processing will continue for the duration of the Terms or as required by applicable laws.