

Dinometrics General Terms & Conditions

Last modified: February 03, 2026

Article 1 – Definitions

General Terms and Conditions

These general terms and conditions as used by Dinometrics.

Dinometrics

Dinometrics, with its registered office at A 1301 Bilvam Regency, Surat, India.

Agreement

Any agreement or arrangement between Dinometrics and the Restaurant relating to the provision of goods and/or services.

Restaurant

Any natural person, partnership, or legal entity that purchases goods and/or services from or through Dinometrics.

Article 2 – Applicability

2.1 These General Terms and Conditions apply to, and form an integral part of, every offer, quotation, and Agreement relating to products and/or services of any nature whatsoever to be provided or provided by Dinometrics, unless expressly agreed otherwise in writing. These General Terms and Conditions shall prevail over and replace any other general terms and conditions that may be declared applicable. The applicability of the Restaurant's general terms and conditions is hereby expressly rejected.

2.2 In the event that both these General Terms and Conditions and the general terms and conditions of the Restaurant are declared applicable, these General Terms and Conditions shall prevail.

2.3 Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing by both parties.

2.4 If and insofar as any provision of these General Terms and Conditions is found to be null and void or is annulled, the remaining provisions shall remain in full force and effect.

2.5 Dinometrics is entitled to unilaterally amend these General Terms and Conditions with reasonable prior notice to the Restaurant.

Article 3 – Formation of the Agreement

3.1 An Agreement between Dinemetrics and the Restaurant shall not be deemed to have been concluded until the Restaurant has returned a signed quotation from Dinemetrics, Dinemetrics has received an email from the Restaurant in which the Restaurant expressly and unconditionally accepts Dinemetrics' offer, the Restaurant has expressly and unconditionally accepted Dinemetrics' offer by telephone, or Dinemetrics (or a third party acting on behalf of Dinemetrics) has commenced the performance of the Agreement.

3.2 Dinemetrics shall at all times be entitled to revoke its offer, proposal, or quotation within a short period (no later than 48 hours) after acceptance thereof.

3.3 Dinemetrics shall not be obliged to perform an Agreement or an accepted quotation if such Agreement or quotation is based on an obvious error or clerical mistake.

3.4 Where these General Terms and Conditions stipulate that a notification or action must be made in writing, this shall also include communication by email.

3.5 Electronic communications shall be deemed to have been received on the date of dispatch, unless proven otherwise.

3.6 Dinemetrics reserves the right, without stating reasons, to refuse any request to provide services.

3.7 Any acceptance by the Restaurant of an offer from Dinemetrics that refers to the applicability of the Restaurant's general (purchase) terms and conditions (whether or not to the exclusion of these General Terms and Conditions) shall have no effect insofar as it relates to the applicability of the Restaurant's terms and conditions and/or the exclusion of Dinemetrics' terms and conditions. Dinemetrics shall only be bound by an Agreement subject to the Restaurant's terms and conditions and/or the exclusion of Dinemetrics' terms and conditions if Dinemetrics has expressly agreed to this in writing.

Article 4 – Dissolution and Termination

4.1 The Restaurant shall be in default by operation of law if it fails to fulfil any obligation arising from the Agreement or these General Terms and Conditions, or fails to do so in a timely manner.

4.2 In the event of default by the Restaurant, Dinemetrics shall be entitled, without any obligation to pay compensation and without prejudice to its other rights, to wholly or partially dissolve the Agreement by means of a written notice to the

Restaurant and/or to demand immediate payment in full of any amounts owed by the Restaurant to Dinometrics and/or to invoke its retention of title.

4.3 Dinometrics shall be entitled to dissolve the Agreement with immediate effect, without being obliged to pay any compensation or provide any refund, if the Restaurant applies for a suspension of payments or bankruptcy, if such suspension of payments or bankruptcy is applied for against it, or if attachment is levied on all or part of its assets. In such case, all invoiced amounts shall become immediately due and payable. Dinometrics shall never be liable for any damages as a result of such termination.

Article 5 – Offers and Quotations

5.1 All offers and quotations made by Dinometrics, in whatever form, are non-binding and shall be regarded as an invitation to make an offer to enter into an Agreement, even if a term for acceptance is included in the offer.

5.2 All offers and quotations shall lapse 30 days after the date thereof, unless stated otherwise.

5.3 All descriptions, specifications, or indications in offers, quotations, or Agreements and any appendices thereto, such as images, drawings, dimensions, weights, performance data, and colours, as well as the characteristics of any samples provided, are provided for indicative purposes only. Minor deviations from the specifications shall therefore not be at the expense or risk of Dinometrics.

5.4 Dinometrics shall not be obliged to perform any offer, quotation, or Agreement insofar as it is based on an obvious clerical error or manifest mistake. In such circumstances, Dinometrics shall never be obliged to compensate any damages.

Article 6 – Performance of the Agreement

6.1 Dinometrics shall perform the Agreement to the best of its knowledge and ability and shall use commercially reasonable efforts in doing so. The Agreement between Dinometrics and the Restaurant constitutes an obligation of best efforts and not an obligation to achieve a specific result. Dinometrics does not guarantee that the services or the system will be available or operate without interruption at all times.

6.2 Goods shall be deemed to have been delivered once Dinometrics has delivered, or has caused to be delivered, the goods to the Restaurant. From the moment of delivery, the delivered goods shall be at the risk of the Restaurant.

6.3 Services shall be deemed to have been delivered if and as soon as Dinometrics has notified the Restaurant that the services have been completed. If Dinometrics has not provided written notification that the services have been completed, the services shall be deemed completed at the moment they reasonably meet the requirements

that the Restaurant may expect. In any event, the services shall be deemed completed upon the Restaurant's first use of the delivered services.

6.4 Any delivery periods stated in offers, quotations, Agreements, or otherwise are provided by Dinemetrics to the best of its knowledge and shall be observed as far as possible, but are not binding. Such periods shall never be regarded as strict or fatal deadlines.

6.5 Changes to the content or scope of the Agreement shall result in changes to the delivery time. If the Restaurant wishes to amend its order in any manner whatsoever, it accepts in advance any resulting change to the delivery period.

Article 7 – Prices

7.1 All prices stated are in the currency specified in the relevant Agreement or invoice and are exclusive of value-added tax (VAT) and any other levies imposed by governmental authorities. Any special additional costs relating to the import and/or customs clearance of goods to be delivered by Dinemetrics to the Restaurant are not included in the price and shall therefore be borne by the Restaurant.

7.2 The amounts stated in Dinemetrics' offers are based on the prices, exchange rates, wages, taxes, and other factors relevant to the price level applicable at the time the offer is made. If, after the order confirmation, one or more of these factors change, Dinemetrics shall be entitled to adjust the agreed price accordingly. If, pursuant to this provision, a price increase of more than 30% of the total agreed amount is applied, the Restaurant shall be entitled to dissolve the Agreement in writing within eight days after it became aware, or reasonably could have become aware, of the price increase.

Article 8 – Payments

8.1 Customers of the Restaurant may pay for orders online using payment methods made available through third-party payment service providers integrated with the Dinemetrics platform. Dinemetrics does not collect, hold, process, or receive customer payments. All payments are processed directly by the payment service provider contracted by the Restaurant and are paid out directly to the Restaurant's own bank account.

8.2 Dinemetrics acts solely as a technical service provider and facilitator for the integration of third-party payment gateways. The Restaurant enters into a separate and independent contractual relationship with the relevant payment service provider and qualifies as the merchant of record for all transactions.

8.3 The availability of payment methods, settlement cycles, payout frequency, reserve requirements, fees, chargeback handling, and payout timelines are determined exclusively by the payment service provider and, where applicable, banks, card networks, or other financial institutions. Dinemetrics has no control over and provides no guarantees regarding the timing or execution of payouts.

8.4 The Restaurant is solely responsible for onboarding, verification, compliance, and ongoing obligations required by the selected payment service provider, including but not limited to KYC, AML, tax compliance, and settlement configuration. Any delay, suspension, or failure of payouts resulting from such requirements shall not be attributable to Dinemetrics.

8.5 Refunds, cancellations, reversals, and chargebacks are processed by the payment service provider in accordance with its own terms, rules, and procedures. The Restaurant is solely responsible for initiating and managing refunds and for handling disputes and chargebacks with the payment service provider and customers. Any fees, penalties, or chargeback costs imposed by the payment service provider shall be borne exclusively by the Restaurant.

8.6 Dinemetrics may, where technically supported, provide tools or interfaces to assist the Restaurant in viewing transaction statuses or initiating refund requests; however, such tools do not constitute payment processing services and do not imply any responsibility or liability of Dinemetrics for the underlying financial transaction.

8.7 Any issues relating to missing payments, incorrect amounts, delayed settlements, chargebacks, or payment disputes must be addressed by the Restaurant directly with the relevant payment service provider. Dinemetrics may, at its discretion, provide reasonable technical assistance, but shall not be responsible for resolving such matters.

8.8 Fees owed by the Restaurant to Dinemetrics under the Agreement are invoiced separately and are not deducted from customer payments or payouts. The Restaurant shall pay all invoices issued by Dinemetrics in accordance with the payment terms specified in the Agreement.

8.9 Dinemetrics shall not be deemed a payment service provider, money transmitter, financial institution, escrow agent, or intermediary, and shall not be responsible for the safeguarding of funds, settlement of transactions, or compliance with financial regulations applicable to payment processing, which remain the sole responsibility of the Restaurant and its chosen payment service provider.

Article 9 – Warranty

9.1 If Dinemetrics provides a warranty to the Restaurant with respect to the work, services, or products delivered or to be delivered by Dinemetrics, such warranty shall be expressly communicated to the Restaurant in writing. In the absence of such

explicit written confirmation, the Restaurant may not rely on any warranty, without prejudice to its statutory rights arising from mandatory legal provisions.

9.2 If a warranty claim by the Restaurant is found to be valid, Dinemetrics shall, at its sole discretion, repair or replace the products, work, or services to be delivered, or deliver them as originally agreed.

9.3 Any and all warranty obligations of Dinemetrics shall lapse if errors, defects, or shortcomings are the result of improper, careless, or unskilled use or management of the delivered items by the Restaurant or by third parties engaged by the Restaurant, or if such errors, defects, or shortcomings are caused by external factors such as, but not limited to, impact damage, fire, or water damage, or if the Restaurant or a third party has made or caused to be made modifications to the items delivered by Dinemetrics without Dinemetrics prior consent.

Article 10 – Complaints

10.1 Any complaints regarding a product delivered by Dinemetrics or a service provided by Dinemetrics must be submitted by the Restaurant to Dinemetrics in writing and with reasons, without delay. If fourteen (14) days have elapsed after delivery of the products or services, the Restaurant may no longer validly submit a complaint, unless the defect could not reasonably have been detected at the time of delivery through careful and timely inspection. In such case, the Restaurant must notify Dinemetrics in writing and with reasons within seven (7) days after the defect has become known or could reasonably have become known to the Restaurant.

10.2 Without prior written consent, Dinemetrics is not obliged to accept return shipments from the Restaurant. Acceptance of return shipments shall in no event imply acknowledgment by Dinemetrics of the grounds stated by the Restaurant for such return. The risk in respect of returned products shall remain with the Restaurant until such products have been credited by Dinemetrics. If the Restaurant returns products to Dinemetrics without written consent, the Restaurant shall be obliged to reimburse all costs arising therefrom, including costs incurred by Dinemetrics.

10.3 If the Restaurant invokes an agreed warranty arrangement and such invocation subsequently proves to be unjustified, Dinemetrics shall be entitled to charge the Restaurant for the work performed and the costs of investigation and repair incurred as a result thereof, in accordance with its standard rates.

Article 11 – Retention of Title

11.1 All goods delivered by Dinemetrics shall remain the exclusive property of Dinemetrics until the Restaurant has fully satisfied all claims of Dinemetrics relating to:

a. goods delivered or to be delivered by Dinemetrics to the Restaurant under this or any other (present or future) Agreement; and/or

b. services performed or to be performed by Dinemetrics for the benefit of the Restaurant under the agreements referred to under (a); and/or

c. claims arising from any failure to fulfil the aforementioned obligations, including, but not limited to, interest, extrajudicial costs, penalties, and legal costs.

11.2 This retention of title shall not lapse if, at any time, no claims of Dinemetrics subject to retention of title are outstanding against the Restaurant, but shall also apply to future claims.

11.3 The Restaurant shall store and handle products delivered under retention of title with due care and as clearly identifiable property of Dinemetrics.

11.4 All goods designated by Dinemetrics, and of which Dinemetrics can demonstrate through invoices or otherwise that it has delivered goods of that type, shall be deemed, as between the parties (and, where applicable, a bankruptcy trustee), to have originated from Dinemetrics, unless proven otherwise.

11.5 The value of the goods to be returned shall be deemed to amount to a maximum of fifty percent (50%) of the invoice value of the relevant goods and shall in no event exceed the total outstanding claims. The (extra)judicial costs and any costs incurred in obtaining the return of the goods shall be deemed to amount to twenty-five percent (25%) of the invoice value of the relevant goods.

11.6 As long as ownership of the products delivered under retention of title has not transferred to the Restaurant, the Restaurant shall not be entitled to pledge, otherwise encumber, or transfer such products in whole or in part to third parties, except insofar as such transfer occurs in the ordinary course of the Restaurant's business operations.

11.7 If the Restaurant is granted a suspension of payments or is declared bankrupt, it shall from that moment no longer be entitled to use and/or dispose of the goods.

11.8 If the Restaurant fails to fulfil its payment obligations towards Dinemetrics or if Dinemetrics has reasonable grounds to fear that the Restaurant will fail to do so, Dinemetrics shall be entitled to repossess the goods delivered under retention of title. The Restaurant shall cooperate fully and shall at all times grant Dinemetrics free access to its premises and/or buildings for the purpose of inspecting the goods and/or exercising Dinemetrics' rights.

Article 12 – Maintenance

12.1 Dinemetrics does not guarantee that the services provided will be available at all times without malfunctions or interruptions. In certain cases, unplanned downtime and/or unexpected interruptions may occur as a result of internal or external disruptions.

12.2 Dinemetrics reserves the right to suspend services if it deems this necessary for maintenance purposes. The Restaurant acknowledges that the performance of maintenance may cause interruptions in the provision of the services. Dinemetrics shall make reasonable efforts to inform the Restaurant in advance where possible if Dinemetrics intends to carry out maintenance on the services and such maintenance results in an interruption of the services.

12.3 Under no circumstances shall the Restaurant be entitled to any form of compensation or damages as a result of interruptions in Dinemetrics' services caused by malfunctions.

Article 13 – Force Majeure

13.1 In the event of force majeure, whether of a permanent or temporary nature, Dinemetrics shall be entitled, at its sole discretion, to wholly or partially dissolve the Agreement or to temporarily suspend the performance of its obligations under the Agreement, without the Restaurant being entitled to claim performance, compensation, and/or dissolution.

13.2 Force majeure shall be understood to mean, in addition to what is defined as such under applicable law and case law, any external cause, foreseen or unforeseen, over which Dinemetrics has no control and which prevents Dinemetrics from fulfilling its obligations. This includes, but is not limited to, strikes within Dinemetrics' organization or that of third parties on whom Dinemetrics depends for the performance of the Agreement, threat of war, war, rebellion, civil unrest, boycott, disruptions in traffic or transportation, restrictive governmental measures, shortages of raw materials, late delivery or non-delivery of raw materials or other required materials, bankruptcy or suspension of payments of one or more suppliers or engaged third parties, natural disasters, weather conditions preventing proper performance of the work, power outages, internet failures, disruptions of computer networks or telecommunications facilities, and serious illness or death of key personnel of Dinemetrics.

13.3 Dinemetrics shall also be entitled to invoke force majeure if the circumstance preventing (further) performance of the Agreement arises after Dinemetrics should have fulfilled its obligations.

13.4 If, at the time force majeure occurs, Dinemetrics has already partially fulfilled its obligations or is only able to partially fulfil its obligations, Dinemetrics shall be entitled to invoice the part already delivered or deliverable separately, and the Restaurant shall be obliged to pay such invoice as if it concerned a separate Agreement.

Article 14 – Liability

14.1 Dinemetrics shall never be liable for any damage, including (but not limited to) damage resulting from defects in or to sold goods, services rendered, or work

performed, or otherwise arising from any failure to perform any obligation under the Agreement or from the commission of a wrongful act, whether suffered by the Restaurant or by third parties. Dinometrics shall also not be liable for errors made by its personnel or by third parties engaged by Dinometrics in the performance of the Agreement.

14.2 Dinometrics shall in particular not be liable for damage arising from incorrect descriptions, prices, opening hours, delivery areas, promotions, discounts, discount codes, loyalty programs, and similar information. Any changes requested by the Restaurant must be checked by the Restaurant after implementation by Dinometrics.

14.3 If Dinometrics can be held liable, such liability shall in any event be limited per event or series of events with a common cause to the amount paid out by Dinometrics' liability insurance in the relevant case.

14.4 In no event shall Dinometrics' liability exceed the invoice amount of the relevant order in the event of a failure in the performance of an Agreement for delivery.

14.5 In the event of liability, Dinometrics shall only be liable for direct damage. Direct damage shall be understood to mean the reasonable costs incurred in determining the cause and extent of the damage, insofar as such determination relates to damage as referred to in this article, the reasonable costs incurred to ensure that the defective performance of Dinometrics conforms to the Agreement, insofar as such costs can be attributed to Dinometrics, and reasonable costs incurred to prevent or limit damage, insofar as the Restaurant demonstrates that such costs have resulted in a limitation of direct damage.

14.6 Dinometrics shall never be liable for indirect damage, including but not limited to loss of profit, lost savings, business interruption, and damage suffered by third parties, even in the event of non-performance or improper performance of a remedial obligation.

14.7 All limitations or exclusions of liability contained in the Agreement and these General Terms and Conditions shall not apply if the damage is the result of intent or wilful misconduct on the part of Dinometrics or its executive subordinates.

14.8 If the Restaurant fails to perform its obligations under the Agreement, the Restaurant shall be liable for all damage suffered by Dinometrics as a result thereof, whether directly or indirectly, including (but not limited to) loss of profit, lost savings, and other business damage.

14.9 If Dinometrics places goods on or in the vicinity of the site or building where the work is performed, the Restaurant shall be responsible for adequate security thereof. In the event damage occurs to such goods, the Restaurant shall at all times be liable for such damage.

14.10 The Restaurant shall indemnify Dinemetrics against any claims by third parties related to the performance of the Agreement. All costs and damages incurred by Dinemetrics as a result thereof shall be borne in full by the Restaurant.

14.11 The limitations of liability set out in this article shall also apply to the warranties referred to in Article 9.

14.12 If the Dinemetrics application is unavailable for a continuous period (excluding downtime caused by force majeure or scheduled maintenance) exceeding forty-eight (48) hours, the Restaurant shall be entitled to terminate the Agreement with immediate effect. Dinemetrics shall process such termination within twenty-four (24) hours. The subscription fees for the current month shall be refunded by Dinemetrics.

14.13 For the purpose of calculating the number of hours referred to in Articles 14.12, only business hours shall be taken into account. Weekends and public holidays shall not be included.

Article 15 – Third-Party Data

15.1 If the Restaurant wishes to integrate with a third party, Dinemetrics shall be entitled to store orders received via such third party in the context of performing the Agreement.

15.2 If the Restaurant enters an order manually, Dinemetrics shall be entitled to store such order on its servers.

15.3 Dinemetrics shall store the data of the Restaurant's customers in a customer database. This database shall be used exclusively by Dinemetrics for administrative and technical purposes in order to perform the Agreement. Anonymized data may also be used for statistical purposes, in accordance with Dinemetrics' privacy policy.

Article 16 – Intellectual Property

16.1 For the duration of the Agreement, the Restaurant grants Dinemetrics a non-exclusive, royalty-free, sublicensable right of use to use the Restaurant's name, logo, and other intellectual property rights for the purpose of performing the Agreement.

16.2 The Restaurant warrants to Dinemetrics that it is fully entitled and authorized to use, and to allow Dinemetrics to use, the copyrighted works supplied by the Restaurant in accordance with the right of use as defined in paragraph 1 of this article, and indemnifies Dinemetrics against any claims in this respect.

16.3 The Restaurant guarantees that publication of the illustrations supplied by it does not infringe any copyright or other rights of third parties and, insofar as such illustrations consist of one or more portraits, that permission has been obtained from the persons portrayed, where legally required. If the Restaurant has not obtained the

necessary permission from a third party, it shall notify Dinemetrics thereof in writing upon delivery and undertakes to disclose all facts that may be relevant in determining whether such permission is still required.

16.4 The Restaurant shall be responsible for any claim by a third party against the Restaurant and/or Dinemetrics relating to the content of the work, based on an infringement of copyright and/or any other intellectual property right, and shall indemnify Dinemetrics accordingly.

Article 17 – Domain Name

17.1 If the Restaurant chooses to have a domain name registered via Dinemetrics, Dinemetrics may elect to register the domain name in its own name. The Restaurant shall at all times remain the rightful owner and holder of the domain name. Dinemetrics shall manage the domain name for technical and administrative purposes.

Article 18 – Collaborations and Integrations

18.1 Dinemetrics offers integrations with various ordering platforms and point-of-sale systems. If the Restaurant uses such an integration, the Restaurant itself shall be responsible for entering into any required data processing agreements in accordance with the GDPR, insofar as personal data is exchanged.

Article 19 – Data Processing Agreement

19.1 By accepting these General Terms and Conditions, the Restaurant also agrees to the Data Processing Terms and/or Data Processing Agreement set out in Appendix 1. These Data Processing Terms form an integral part of these General Terms and Conditions.

Article 20 – Governing Law and Disputes

20.1 Any Agreement concluded with Dinemetrics shall be governed exclusively by the laws of India. The applicability of foreign laws and international conventions, including the United Nations Convention on Contracts for the International Sale of Goods (CISG), is expressly excluded.

20.2 All disputes relating to, or arising from, the Agreement shall be submitted in the first instance exclusively to the competent courts having jurisdiction at the place where **Dinemetrics has its registered office in India.**

For any questions and/or comments regarding these General Terms and Conditions, please contact Dinemetrics via contact@dinemetrics.app.

Appendix 1: Data Processing Terms / Data Processing Agreement – Dinemetrics

A. Scope of Data Processing

In the context of performing the Agreement, Dinemetrics processes personal data on behalf of the Restaurant. Customers of the Restaurant place orders. The data relating to these orders of the data subjects (including, but not limited to, restaurant owners, customers, guests, etc.) are processed in order to, for example, process payments and handle orders. In addition, Dinemetrics processes personal data in order to provide services to the Restaurant.

Furthermore, anonymized data is processed for statistical purposes.

Dinemetrics processes, among other things, the following categories of personal data: name, address, and residence details (NAW data), email address, telephone number, payment details, IP address, device information, operating system, and browser data.

B. Roles of the Parties

In connection with the performance of the Agreement and the processing of personal data, Dinemetrics qualifies as a **“Processor”** and the Restaurant qualifies as a **“Controller.”** These data processing terms, which also constitute a data processing agreement, set out the mutual obligations of the parties with regard to the processing of personal data.

The Parties Agree as Follows:

1. Definitions

In these terms (hereinafter referred to as the **“Data Processing Terms”**), a number of defined terms are used. The meanings of these terms are set out below. The defined terms are capitalized in these Data Processing Terms. Where possible, the definitions below follow the terminology used in applicable privacy laws and regulations.

Data Subject:	The individual to whom a Personal Data relates.
Processor:	A natural person or legal entity, a public authority, agency, or other body that processes Personal Data on behalf of the Controller, without being subject to the Controller’s direct authority.
Sub-processor:	Another processor engaged by the Processor to carry out specific processing activities on behalf of the Controller.

Controller:	A natural person or legal entity, a public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
Special Categories of Personal Data:	Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data for the purpose of uniquely identifying a person, data concerning health, or data concerning a person's sex life or sexual orientation. This also includes personal data relating to criminal convictions and criminal offences or related security measures.
Personal Data Breach / Data Breach:	A breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed, or where it cannot reasonably be excluded that such a breach may lead to any of the foregoing.
Third Parties:	Any parties other than the Restaurant and Dinometrics and their Employees.
Data Breach Notification Obligation:	The obligation to notify Data Breaches to the competent supervisory authority and, in certain cases, to the Data Subject(s).
Employees:	Individuals working for Dinometrics or for the Restaurant, whether as employees or on a temporary or contractual basis.
Personal Data:	Any information relating to an identified or identifiable natural person (the " Data Subject ") that is processed in the context of the Agreement. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
Sensitive Personal Data:	<p>Personal data for which loss or unlawful processing may lead to, among other things, stigmatization or exclusion of the Data Subject, damage to health, financial loss, or (identity) fraud.</p> <p>The following categories of personal data shall in any event be considered to fall within this category:</p> <ul style="list-style-type: none"> • Special Categories of Personal Data; • Data relating to the financial or economic situation of the Data Subject; • Other data that may lead to stigmatization or exclusion of the Data Subject;

	<ul style="list-style-type: none"> • Usernames, passwords, and other login credentials; • Data that may be misused for (identity) fraud.
Processing / Process:	Any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, updating or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data.
Data Processing Terms:	These terms (which also qualify as a Data Processing Agreement).
GDPR:	The General Data Protection Regulation (EU) 2016/679, including its implementing legislation.

2. Applicability and Term

2.1 These Data Processing Terms apply to any Processing carried out by Dinemetrics as Processor on the basis of the Agreement.

2.2 These Data Processing Terms shall enter into force on the date on which the Agreement becomes effective and shall end at the moment Dinemetrics no longer holds any Personal Data processed in the context of the Agreement. Interim termination of these Data Processing Terms and/or this Data Processing Agreement is not possible.

2.3 Articles 6 and 7 of these Data Processing Terms shall remain in force even after the Data Processing Terms (or the Agreement) have ended.

3. Processing

3.1 Dinemetrics shall process the Personal Data solely in accordance with the instructions of the Restaurant and in the context of the Agreement. Such Processing shall not take place for a longer period or to a greater extent than is necessary for the performance of the Agreement. Processing shall be carried out in accordance with the written instructions of the Restaurant, unless Dinemetrics is required to act otherwise pursuant to applicable laws or regulations. If, in Dinemetrics' opinion, an instruction infringes the GDPR, Dinemetrics shall immediately inform the Restaurant thereof.

3.2 Processing shall take place under the responsibility of the Restaurant. Dinemetrics has no control over the purposes and means of the Processing and does not make decisions regarding matters such as the use of Personal Data, the retention period of the processed Personal Data, or the disclosure of Personal Data to Third Parties. The Restaurant must ensure that it has clearly determined the purposes and means of the

Processing of the Personal Data. Control over the Personal Data shall never rest with Dinemetrics.

3.3 The Restaurant is legally obliged to comply with applicable privacy laws and regulations. In particular, the Restaurant must determine whether there is a lawful basis for the Processing of the Personal Data. Dinemetrics shall ensure that it complies with the laws and regulations applicable to it as a Processor in relation to the Processing of Personal Data.

3.4 Dinemetrics shall ensure that only Employees have access to the Personal Data. The exception to this rule is set out in Article 3.5. Dinemetrics shall restrict access to Employees for whom such access is necessary for the performance of their duties. Dinemetrics shall furthermore ensure that Employees who have access to the Personal Data have received proper and complete instructions regarding the handling of Personal Data and are aware of their responsibilities and statutory obligations.

3.5 Dinemetrics is permitted to engage other processors (Sub-processors) to perform certain activities arising from the Agreement, for example where such Sub-processors possess specialist knowledge or resources that Dinemetrics does not have. If the engagement of Sub-processors results in such Sub-processors Processing Personal Data, Dinemetrics shall impose the obligations set out in these Data Processing Terms on such Sub-processors in writing. By entering into the Agreement, of which these Data Processing Terms form an integral part, the Restaurant grants permission for the engagement of the Sub-processors listed in the appendix to these Data Processing Terms. Dinemetrics shall inform the Restaurant in advance of the engagement of any additional Sub-processors and shall give the Restaurant the opportunity to object thereto.

3.6 Where possible, Dinemetrics shall provide assistance to the Restaurant in fulfilling its obligations to handle requests for the exercise of Data Subject rights. If Dinemetrics receives (directly) requests from Data Subject(s) to exercise their rights (such as access, rectification, or erasure of Personal Data), Dinemetrics shall forward such requests to the Restaurant. The Restaurant shall be solely responsible for handling such requests.

3.7 Dinemetrics shall make reasonable efforts to process Personal Data only within the European Economic Area (EEA). If Personal Data are processed outside the EEA, Dinemetrics shall ensure that appropriate safeguards are implemented to ensure the lawful Processing of Personal Data. By agreeing to the General Terms and Conditions (of which these Data Processing Terms form part), the Restaurant grants permission for the Processing outside the EEA as specified in the appendix to these Data Processing Terms.

3.8 If Dinemetrics receives a request to disclose Personal Data, Dinemetrics shall do so only if the request is made by a duly authorized authority. Furthermore, Dinemetrics shall assess whether it considers the request to be binding and whether it is obliged to comply with such request pursuant to applicable laws or regulations or otherwise. Where permitted and possible, Dinemetrics shall inform the Restaurant of

the request from the authority. Dinemetrics shall make reasonable efforts to provide such notification in a timely manner so as to enable the Restaurant to seek legal remedies against the disclosure of the Personal Data.

4. Security Measures

4.1 Dinemetrics has implemented appropriate technical and organizational measures to protect the lawful Processing of Personal Data.

4.2 The Restaurant has duly informed itself of the security measures implemented by Dinemetrics and is of the opinion that these measures provide a level of security appropriate to the nature of the Personal Data and the scope, context, purposes, and risks of the Processing. If the Restaurant requires additional or further measures, Dinemetrics shall implement such measures or charge the associated costs to the Restaurant.

4.3 Dinemetrics shall inform the Restaurant if the technical or organizational measures are materially changed.

4.4 The Restaurant has the right to conduct, or have conducted, periodic tests to verify compliance with the arrangements under these Data Processing Terms. The Restaurant may carry out such tests itself or have them carried out by a qualified Third Party. The costs of such tests shall be borne by the Restaurant.

5. Data Breaches

5.1 In the event of a Personal Data Breach, Dinemetrics shall notify the Restaurant thereof. Dinemetrics aims to do so within forty-eight (48) hours after discovering the Data Breach, or as soon as reasonably possible after Dinemetrics has been informed thereof by Sub-processors. Dinemetrics shall provide the Restaurant with the information it reasonably requires to, where necessary, make a correct and complete notification of the Data Breach to the competent supervisory authority and, where applicable, to the Data Subject(s). Dinemetrics shall also keep the Restaurant informed of the measures taken by Dinemetrics or its Sub-processors in response to the Data Breach.

5.2 Notification of a Data Breach to the competent supervisory authority and/or the Data Subject(s) shall at all times be the responsibility of the Restaurant.

5.3 It is the responsibility of the Restaurant to comply with applicable privacy laws and regulations. It is the responsibility of the Restaurant to maintain a record of processing activities.

6. Confidentiality Obligation

6.1 Dinemetrics is obliged to observe confidentiality with regard to the Personal Data processed on behalf of the Restaurant and shall also impose a confidentiality obligation on its Employees and Sub-processors.

7. Liability

7.1 The Restaurant warrants that the Processing of Personal Data on the basis of the Agreement is lawful and does not infringe the rights of the Data Subject(s).

7.2 Dinemetrics shall not be liable for damage resulting from the Restaurant's failure to comply with the GDPR or other applicable laws or regulations. The Restaurant shall indemnify Dinemetrics against claims by Third Parties arising from such damage. This indemnification shall cover not only the damage suffered by Third Parties (both material and immaterial), but also the costs incurred by Dinemetrics in connection therewith, including costs incurred in any legal proceedings and any fines (and related costs) imposed on Dinemetrics as a result of the actions or omissions of the Restaurant.

7.3 Any limitations of liability set out in the Agreement or the General Terms and Conditions shall apply mutatis mutandis to these Data Processing Terms.

8. Transferability of the Agreement

8.1 The Restaurant is not permitted to transfer this Agreement, or the rights and obligations arising from these Data Processing Terms and the Agreement, to a third party. Dinemetrics is permitted to transfer the rights and obligations arising from the Agreement and these Data Processing Terms to a third party.

9. Termination and Return / Destruction of Personal Data

9.1 Upon termination of the Agreement, Dinemetrics shall return the Personal Data provided by the Restaurant to the Restaurant or, at the Restaurant's request, destroy such Personal Data. Dinemetrics shall retain a copy of the Personal Data only insofar as it is legally obliged to do so pursuant to applicable laws or regulations.

9.2 The costs associated with collecting and returning or destroying the Personal Data upon termination of the Agreement shall be borne by the Restaurant.

10. Amendments and Changes to the Agreement

10.1 Any amendments or changes to these Data Processing Terms shall be valid only if made in writing. For the purposes of this provision, "in writing" shall also include amendments communicated by email, followed by confirmation of acceptance by email from the other party.

11. Final Provisions

11.1 At the request of the Restaurant, Dinemetrics shall make available all information necessary to demonstrate compliance with the obligations set out in these Data Processing Terms.

11.2 The parties shall, upon request, cooperate with the supervisory authority in the performance of its tasks.

11.3 These Data Processing Terms shall be governed exclusively by the laws of India. The courts having jurisdiction at the place where Dinemetrics has its registered office in India shall have exclusive jurisdiction to hear any disputes arising from or in connection with these Data Processing Terms or the Agreement.

11.4 These Data Processing Terms shall prevail over any other agreements and terms concluded between Dinemetrics and the Restaurant.

11.5 If one or more provisions of these Data Processing Terms are found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such case, Dinemetrics and the Restaurant shall consult with each other in order to jointly agree on a new provision that reflects, as closely as possible, the intent of the invalid provision, while being drafted in a legally valid manner.