

Inservo Terms and Conditions for Clients

Updated August 7, 2025

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Client") and Inservo Ltd., a private limited company INSERVO LTD registered in England and Wales (Company No. 15241013), whose registered office is located at 16 Beaufort Court, Admirals Way, London, E14 9XL, United Kingdom ("Inservo," "we," or "us"). These Terms govern the use of Inservo's SaaS platform ("Platform") and related services ("Services"). By creating an account, using our Services, or executing an Order Form referencing these Terms, you agree to be bound by this Agreement. This Agreement becomes effective upon execution of such Order Form.

1. Subscription and Licensing

1.1 Grant of License.

Inservo grants you a non-exclusive, non-transferable, non-sub-licensable, revocable license to access and use the Platform for internal business use only.

1.2 Scope.

The license includes any documentation, training materials, user guides, and updates provided by Inservo.

1.3 Restrictions.

You agree not to:

- Reverse engineer, decompile, or create derivative works of the Platform
- Sell, lease, sublicense, assign, or otherwise transfer access to the Platform

- Bypass, disable, or interfere with any security, authentication, or usage limitation mechanisms of the Platform
- Use the Platform to violate applicable laws, infringe third-party rights, or engage in fraudulent, abusive, or harmful conduct
- Introduce any malware, viruses, or harmful code into the Platform
- Use the Platform for any purpose that may damage or impair Inservo's operations, reputation, or service integrity
- Use the Platform for competitive purposes, including benchmarking, analysing, copying features or workflows, reverse engineering user experience or design, or developing a competing product or service
- Permit third parties to access the Platform except as expressly allowed under this Agreement

2. Account Registration and Security

2.1 You must be 18 years or older and provide accurate, complete information during registration.

2.2 You are responsible for maintaining the confidentiality of your login credentials. Any unauthorised use must be reported immediately.

2.3 Inservo reserves the right to suspend or terminate accounts suspected of fraudulent or harmful activity.

3. Implementation and Support

3.1 Implementation.

Inservo offers onboarding guidance, including assistance with floor plan setup, configuration, and virtual training. The Client is responsible for completing onboarding tasks unless otherwise agreed in writing.

If the Client requests custom configuration, on-site support, or implementation services outside the standard scope, these may be subject to additional fees on a time-and-materials basis.

Where a quote is provided for implementation or onboarding services, it is based on estimated labour and materials. Inservo reserves the right to charge additional fees where the implementation deviates from scope or requires extra work (e.g., non-standard menu imports, data migrations, hardware installation, or network issues).

If the Client cancels a scheduled implementation session with less than 48 hours' written notice, Inservo reserves the right to charge a cancellation fee.

3.2 Training.

Clients receive up to 3 hours of virtual training per venue. In-person sessions are subject to additional fees.

3.3 Support.

Inservo provides email support during business hours.

3.4 Rescheduling Fee.

If an implementation session is rescheduled by the Client with less than 48 hours' notice, Inservo may charge a rescheduling fee equal to 100% of the quoted Implementation Fee.

4. Features and Modifications

4.1 Add-Ons.

Optional features or integrations may be provided for an additional fee. Usage of such features may require acceptance of additional terms.

4.2 Maintenance.

Inservo may perform updates, patches, or maintenance that could affect access. We aim to do this during off-peak hours.

4.3 Feature Changes.

Inservo reserves the right, at its sole discretion, to add, remove, modify, or discontinue features, components, or versions of the Platform (“Product Changes”).

Such changes may require you to take action, including (but not limited to) installing patches, updating your systems, migrating data, or switching to a newer product version.

Product Changes may be made for legal compliance, security, operational efficiency, or due to changes in Inservo’s relationships with third-party suppliers.

Inservo will use reasonable efforts to provide advance notice of material changes and minimise disruption. Your continued use of the Platform after implementation of such changes constitutes acceptance.

5. Third-Party Services

5.1 Inservo may offer integrations with third-party systems (e.g., POS, payments). You are responsible for maintaining your own third-party accounts and for complying with their terms.

5.2 Inservo disclaims all responsibility for performance, data security, or terms of such third-party services.

5.3 The Platform may provide links to third-party websites or services. Inservo does not endorse or assume responsibility for the content, availability, or practices of these third-party websites. Inservo does not own or operate these sites and is not responsible for their content, accuracy, or services offered. If you choose to access any third-party website linked through the Platform, you do so at your own risk. Inservo disclaims all responsibility for performance, data security, or terms of such third-party services.

5.4 Third-Party Services – Waiver and Data Disclosure. By choosing to enable, access, or use any third-party services through the Platform, you agree that such usage is solely between you and the applicable third-party provider. You expressly waive any claim against Inservo related to such third-party services, including but not limited to data loss, service failure, breaches, or regulatory issues.

You acknowledge and agree that Inservo may share Client Data or relevant content with such third-party services solely for the purpose of enabling their integration or use, in accordance with Inservo’s Privacy Policy. Inservo makes no representations or warranties about such third-party services, whether or not they are marked as “approved,” “integrated,” or “recommended” by Inservo.

6. Intellectual Property

6.1 Platform IP.

Inservo and its licensors retain all rights, title, and interest in the Platform, including updates and enhancements.

6.2 Client Data.

You retain all rights in the data you upload. By using our Services, you grant Inservo a license to use this data as needed to provide the Services.

6.3 Feedback.

Any suggestions, comments, ideas, improvements, or other feedback you or your users provide regarding Inservo, the Platform, or related services (collectively, “Feedback”) shall become the sole and exclusive property of Inservo.

You hereby assign to Inservo all right, title, and interest, including any intellectual property rights, in and to such Feedback, and agree to execute documents and take actions as reasonably requested by Inservo to assist in

securing and enforcing those rights. Inservo may use or disclose Feedback for any purpose without acknowledgment or compensation.

6.4 Marks.

You grant Inservo the right to use your name and logo for marketing unless you opt out in writing. Inservo also acknowledges that all restaurant names, logos, menus, images, and related branding content submitted or published through the Platform remain the property of the respective restaurants or their licensors. Inservo will not use such materials for commercial purposes unrelated to service delivery or marketing without prior written consent.

6.5 Use of the Platform does not grant you a license to any underlying software or systems used by Inservo. You agree not to, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform or any related software, documentation, or data. You also agree not to modify, translate, or create derivative works, or distribute, sublicense, or transfer rights to the Platform, except as expressly permitted. This does not limit any rights under applicable laws implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

6.6 You acknowledge and agree that you do not acquire ownership in the Platform, account, or any Inservo trademarks or branding elements ("Marks"). You may not use Inservo's Marks in advertising, publicity, or for any other commercial purpose without Inservo's prior written consent. All ownership rights in the Marks and Platform remain with Inservo and its licensors. You shall not encumber any rights or assert any claims over the Marks or software provided under this Agreement. Use of the Platform does not grant you a license to any underlying software or systems used by Inservo. You agree not to, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform or any related software,

documentation, or data. You also agree not to modify, translate, or create derivative works, or distribute, sublicense, or transfer rights to the Platform, except as expressly permitted. This does not limit any rights under applicable laws implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

6.7 Aggregated Data Use. Inservo may use de-identified and aggregated data derived from Client Data or Platform usage for analytics, research, service improvement, AI training, and benchmarking. This data will not contain personally identifiable information.

6.8 Usage Data. Inservo owns all rights to data regarding the operation, performance, and usage of the Platform (“Usage Data”), provided that such data does not contain personally identifiable information. Usage Data may be used for analytics, service optimisation, and product development.

6.9 Backup Responsibility. The Client is solely responsible for maintaining backups of their Client Data. Inservo recommends exporting data regularly and does not guarantee the restoration of deleted or lost data unless otherwise agreed in writing.

6.10 Marketing Collaboration. Inservo may invite Clients to participate in optional marketing activities such as case studies, testimonials, or events. Participation is voluntary and subject to written consent.

7. Fees and Payment

7.1 Billing and Payment.

Clients must pay in advance for access to the Platform, either on a monthly or annual basis as selected during sign-up. Payment is due immediately upon confirmation of the billing cycle. Accepted payment methods include credit

card, debit card, and direct debit. Any alternative arrangements must be agreed upon in writing with Inservo.

7.2 Subscription Renewal.

Subscriptions renew automatically at the end of each billing period. The Client may cancel the subscription at any time via the account settings or by written notice to Inservo. Unless cancelled prior to renewal, the subscription will be billed for the next period.

7.3 Access Post-Cancellation.

Upon cancellation, Clients will retain full access to the Platform and its functionality until the end of the period they have already paid for. No further charges will be incurred after cancellation unless the subscription is renewed.

7.4 Non-Refund-ability.

All fees are non-refundable once paid, except where otherwise required by law. Inservo may change its pricing or service plans at any time, with or without notice. It is the Client's responsibility to review current pricing on Inservo's website or billing portal.

7.5 Taxes.

All fees are exclusive of applicable taxes, VAT, or similar charges, which shall be the responsibility of the Client.

7.6 Administrative Charges for Failed Payments.

If a recurring payment is declined or a direct debit is cancelled, Inservo reserves the right to suspend access to the Platform until the issue is resolved. Access will only be reinstated once the outstanding amounts and the administrative fee are fully settled.

7.7 Subscription Commitment.

If the Client selects a fixed-term subscription (e.g., annual), all subscription fees for the full term remain due even if the Client ceases use before the term ends, unless terminated due to Inservo's material breach.

8. Term and Termination

8.1 Ongoing Agreement.

This Agreement remains effective so long as the Client has an active, paid subscription.

8.2 Client Termination.

Clients may terminate their subscription at any time. Termination will take effect at the end of the current paid period, after which access to the Platform will cease.

8.3 Termination by Inservo.

Inservo may terminate or suspend access to the Platform immediately if the Client violates these Terms or fails to pay fees due.

8.4 Data Retention and Deletion.

Upon termination, Inservo may delete Client Data after 30 days, unless otherwise required by law or agreed in writing.

8.5 Inactivity Suspension.

Inservo may suspend access to the Platform if the Client has not used the Services for a period exceeding 90 consecutive days without prior communication. Inservo will notify the Client before taking such action.

8.6 Data Export Post-Termination.

Upon termination, Inservo will provide the Client with the ability to export their Client Data in a standard format for 30 days. It is the Client's responsibility to

export and retain their data. After this period, Inservo may delete all Client Data, unless legally required to retain it.

8.7 Termination for Risk or Harm.

Inservo may suspend or terminate this Agreement with immediate effect if the Client's use of the Platform presents a material legal, security, or reputational risk to Inservo, its partners, or its users.

9. Data Protection and Privacy

9.1 Inservo processes personal data in accordance with:

- the **General Data Protection Regulation (EU) 2016/679 (GDPR)**,
- the **UK General Data Protection Regulation (UK GDPR)** and **Data Protection Act 2018**,
- the **California Consumer Privacy Act (CCPA)**, and
- the **DIFC Data Protection Law No. 5 of 2020**, where applicable to clients or data subjects in the Dubai International Financial Centre.

9.2 Each party agrees to comply with applicable data privacy laws. You must obtain valid consents from your users as needed.

9.3 A separate Data Processing Agreement (DPA) may apply.

10. Confidentiality

10.1 Each party agrees to treat confidential information as strictly confidential and not disclose it to third parties except as required by law or with written consent.

10.2 Confidentiality survives termination of this Agreement for three (3) years.

10.3 Confidentiality of Agreement. Each party agrees that the terms and pricing of this Agreement constitute Confidential Information and may not be disclosed without prior written consent, unless required by law.

11. Disclaimers

11.1 Inservo provides the Platform on an **"as-is"** and **"as available"** basis and disclaims all warranties, express or implied.

11.2 We do not guarantee uninterrupted or error-free service.

11.3 Inservo is not liable for any delays, inaccuracies, errors, or omissions in the transmission or delivery of information provided through the Platform, nor for any damage or loss arising from such issues. Any information made available through the Platform is subject to change without notice, and Inservo makes no warranties regarding its accuracy, adequacy, completeness, or timeliness.

11.4 Inservo does not assume responsibility for the actions, services, communications, or obligations of any restaurant listed on or using the Platform. This includes, without limitation, a restaurant's handling of guest reservations, food preparation, awareness of allergies, guest interactions, or service quality. Inservo also disclaims responsibility for any communications or bookings facilitated through integrations such as WhatsApp, SMS, email, AI assistants (including but not limited to Reservo), or third-party platforms and agents (such as ChatGPT or similar services), whether initiated by the Client, guests, or through the Platform. Inservo does not mediate disputes between restaurants and guests, and both parties agree to release Inservo and its affiliates from any and all claims, demands, and damages, known or unknown, arising from such disputes.

11.5 Inservo may send email, SMS, or other communication messages on behalf of restaurants to confirm or follow up on reservations, request feedback, or deliver other service-related content. Inservo reserves the right to include

small branded advertising (e.g., logo or link to Inservo or its partners) in such communications, not exceeding reasonable size or format limits.

11.6 The Platform may permit guests or users to submit reviews, comments, ratings, or other user-generated content. Such content must not be illegal, abusive, defamatory, obscene, infringing, or otherwise harmful. Inservo reserves the right (but not the obligation) to review, moderate, or remove such content in its sole discretion and disclaims liability for user-generated content.

11.7 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR QUIET ENJOYMENT.

11.8 INSERVO MAKES NO WARRANTY THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

11.9 INSERVO DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY THIRD-PARTY SERVICES INTEGRATED WITH OR ACCESSED THROUGH THE PLATFORM.

11.10 Some jurisdictions (such as certain U.S. states) do not allow the exclusion of certain warranties or limitations on implied warranties. In such cases, the above disclaimers may not apply to you, and you may have additional rights under applicable law.

12. Limitation of Liability

12.1 Neither party is liable for indirect, incidental, or consequential damages, including but not limited to lost profits, business interruption, or loss of data, even if advised of the possibility of such damages.

12.2 Total liability under these Terms shall not exceed fees paid by you in the six (6) months prior to the claim.

12.3 These limitations do not apply to indemnity obligations or breaches of confidentiality.

13. Indemnification

13.1 You agree to indemnify Inservo for losses arising from your breach of these Terms, misuse of the Platform, or violation of third-party rights.

13.2 Inservo agrees to indemnify you against claims that the Platform infringes third-party IP rights, subject to limitations.

13.3 Guest Disputes and Exclusions. Inservo shall not be liable for any claims, losses, or disputes arising between the Client and its guests, including those related to reservations, food allergies, service quality, or guest communications. The Client indemnifies Inservo against such claims unless caused by Inservo's breach.

14. Governing Law and Dispute Resolution

14.1 These Terms shall be governed by the laws of England and Wales.

14.2 Disputes shall first be addressed through negotiation. Failing resolution, disputes shall be resolved via arbitration under the ICC Rules in London, UK, unless jurisdictional law requires otherwise.

14.3 Dispute Limitation and Class Action Waiver. To the extent permitted by applicable law, each party waives the right to participate in any class action, group, or representative claim. Disputes shall be resolved on an individual basis only, under the arbitration procedure outlined in Clause 14.2.

14.4 Time Limitation. Any claim or legal action arising from this Agreement must be initiated within six (6) months of the event giving rise to the claim, or it shall be permanently barred, unless otherwise required by law.

15. General

15.1 Force Majeure.

Neither party is liable for failure to perform due to events beyond their control, except that payment obligations shall not be excused by such events.

15.2 Assignment.

You may not assign this Agreement without Inservo's prior written consent, except in the case of a merger, acquisition, or sale of substantially all of your business or assets, provided that Inservo is notified in writing within 30 days of such assignment.

15.3 Entire Agreement.

These Terms constitute the entire agreement unless modified in writing. Failure by Inservo to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

15.4 Severability.

If any provision is found invalid, the remainder remains enforceable.

15.5 Notices.

All legal notices must be sent to info@inservo.co.uk or to your registered contact email.

15.6 Unencrypted Transmission.

You acknowledge that the technical processing and transmission of the Platform and your data may involve (a) transmissions over various networks;

and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Such transmissions may occur unencrypted.

15.7 Prohibited Conduct.

You must not upload, post, host, or transmit unsolicited email, SMS, spam messages, malware, worms, viruses, or any code of a destructive nature through or via the Platform.

15.8 Open Source Software.

The Platform may contain components governed by open source or free software licences. Inservo will make available a list of such components upon request. These components are subject to their respective licenses, which may grant additional rights beyond those set out in this Agreement.

15.9 Electronic Execution.

This Agreement and any associated Order Forms may be executed electronically, including via digital signature, scanned signature, or electronic confirmation. All counterparts shall constitute a single binding agreement.

15.10 Non-Solicitation.

During the term of this Agreement and for twelve (12) months thereafter, the Client agrees not to solicit, hire, or attempt to hire any employee or contractor of Inservo who was involved in providing the Services, without Inservo's prior written consent.

16. Online Booking Implementation

16.1 Restaurant clients using Inservo's back-office table management system who accept online bookings via their restaurant website agree to implement only the Inservo booking widget, API, or a redirection to their Inservo-hosted microsite.

16.2 The implementation of a third-party booking system widget on the same restaurant website without prior written consent from Inservo will be considered a material breach of this Agreement.

16.3 Inservo reserves the right to suspend or terminate the client's access to the Platform and related services if this condition is violated and not rectified within a reasonable period after notification.

16.4 Messaging Usage Limits. Inservo may allow Clients to send reservation confirmations, reminders, or other messages to guests via WhatsApp, or other messaging services. Each Client account includes up to 1,000 outbound messages per day. Additional messages may be charged at Inservo's then-current rates. Inservo reserves the right to adjust this limit with prior notice.

By using Inservo's Services, you acknowledge that you have read, understood, and agree to these Terms and Conditions. For any questions, please contact info@inservo.co.uk.