

# Terms of Use of UEAT Solutions

Effective August 31, 2016 (last modified: September 12, 2017)

Welcome to UEAT!

Thank you for choosing our products and services (the "Solutions"). The Solutions are provided by UEAT Technologies Inc. (hereinafter "UEAT"), located at 7649 Wilfrid-Hamel Boulevard, Quebec (QC) G2G 1C3, Canada. Our mission is to **"Design and commercialize innovative, high-performance technological solutions, recognized worldwide as they allow restaurateurs to generate more revenue while maximizing their profit margins!"**

This document describes the terms of use (hereinafter referred to as the "Terms") that govern your use of the order Solutions offered by UEAT. Our *Privacy Policy*, our *Purchasing Policy*, the *Terms of Use for end users* (your customers) and other policies, rules or guidelines that may be applicable to any of the Solutions or features of the Solutions are also available on our website at ueat.io. By using our Solutions, you expressly agree to abide by these Terms, as updated from time to time. We may make changes to these Terms at any time. The changes we will make will be effective immediately when we post a revised version of these Terms in our Solutions. The date of the "last update" above tells you when these Terms have been last revised. By continuing to use these Solutions after this date, you agree to the changes. The use of our Solutions implies your acceptance of these Terms of Use. We thus invite you to read them carefully.

Our Solutions are very diverse; therefore, additional or special conditions for certain Solutions (e.g. conditions specific to the use of our self-order kiosks) may apply. These additional conditions will be made available to you with the relevant Solutions. If you choose to use these Solutions, you agree that these additional terms are also part of your contractual commitment with us.

## Using our Solutions

You must comply with the rules applicable to the Solutions you use.

Do not use our Solutions improperly. For example, do not attempt to interfere with or access our Solutions using any method other than the interface and instructions that we make available to you. You should use our Solutions only in compliance with applicable laws, including the applicable laws and regulations regarding export control and re-exports. We may suspend or discontinue providing our Solutions if you fail to comply with applicable terms or regulations, or if we suspect misuse.

The use of our Solutions does not give you any moral rights or intellectual property rights over our Solutions or the content you access. You may not use any content obtained through our Solutions without the permission of the owner of such content, unless permitted by law. These Terms of Use do not give you the right to use any brand or logo in our Solutions. You may not remove, obscure or modify the legal notices displayed in or with our Solutions.

Our Solutions display content that does not belong to UEAT. These contents are the sole responsibility of the entity that made them available. We may need to check the contents to make sure they comply with the law or our conditions of use. We reserve the right to remove or refuse to post any content that we reasonably believe to be in

violation of the law or our policies. The fact that we reserve this right does not necessarily mean that we check the content. Therefore, please do not assume that we are checking the contents.

In connection with your use of the Solutions and the performance of our contractual commitment, we may send you messages related to the operation or administration of the Solutions and other information. You can choose to stop receiving some of these messages.

Some of our Solutions are available on mobile devices. Do not use them in a way that may distract you and prevent you from complying with the rules of the road and driving safety rules.

### **Your UEAT account**

You may need a UEAT account to use some of our Solutions. Your UEAT account can be created by you or assigned to you by an administrator (for example, your point-of-sale software distributor or franchisor). If your UEAT account has been assigned to you by an administrator, different or additional terms of use may apply and your administrator may access or disable your account.

To protect your UEAT account, keep your password confidential. You are responsible for the activity carried out in or through your UEAT account. Be sure to not reuse the same password that is associated with your UEAT account in third-party applications. If you discover that your password or your UEAT account has been accessed by an unauthorized user, change it quickly and notify UEAT.

### **Protection of privacy and copyrights**

The UEAT Privacy Policy explains how we process your personal data and protect your privacy from your Customers when using our Solutions. By using our Solutions, you agree that UEAT may use your data and data from your Customers in accordance with the UEAT Privacy Policy.

We respond to notices of alleged infringement of copyright and disable the accounts of users who have repeatedly infringed on these rights, in accordance with the procedure established by the US Digital Millennium Copyright Act.

If you believe that a user infringes on your copyright and you want to notify us.

### **Your content and our Solutions**

Some of our Solutions allow you to import, submit, store, send or receive content. You keep all your intellectual property rights on these contents. In short, what is yours remains yours.

When you import, submit, store, send or receive content to or through our Solutions, you grant UEAT (and anyone working with UEAT) a license, worldwide, for use, hosting, storage, reproduction, modification, creation of derivative works (translations, adaptations or other modifications intended to improve the functioning of your contents through our Solutions), communication, publication, public display or public distribution of such content. Your rights under this license are limited to the operation, promotion or enhancement of our Solutions, or the development of new Solutions. This authorization remains for the entire legal duration of protection of your

content, even if you stop using our Solutions (for example, for a photo of a product that you have added to UEAT). Some Solutions offer you a way to access and delete the content you submitted. Certain Solutions also provide conditions or parameters that limit the scope of our right to use the content that you have submitted to the said Solutions. Make sure that you have all the rights to grant us this license for the content you submit to our Solutions.

Our automated systems analyze your content (including traffic on your websites) to provide you with relevant product features, such as customized marketing tools, tailored advertising, and potential fraud detection. This analysis takes place during the sending and the receipt of an order by one of your customers.

If you have a UEAT account, we may display the name and logo of your Establishment, and any activity you carry out on UEAT or third party applications connected to your UEAT account (such as notices you write or comments that you post in our ticket system) within our Solutions, including in the context of advertising to your customers or other business contexts.

You will find additional information on how UEAT uses and stores Content in the Privacy Policy or possibly in additional terms and conditions associated with particular Solutions. When you submit feedback or suggestions about our Solutions, we are entitled to use them without seeking your permission.

### **About the software used by or in our Solutions**

If a Service requires or includes the use of downloadable software, updates to this software (new versions or features) may be performed automatically on your POS system or on our self-order kiosks. Some Solutions allow you to change your automatic update settings.

UEAT grants you a commercial, non-transferable, non-exclusive and worldwide license to use the software provided to you by UEAT. This license is exclusively intended to allow you to use and benefit from the Solutions provided by UEAT, in compliance with these Terms of Use. You may not copy, modify, distribute, sell or rent part or all of our Solutions or any software that is part of them. Similarly, you may not decompile or attempt to extract the source code of such software, except in cases where the right of decompilation is authorized by law and within the limits of the law, or in which you have obtained our prior written permission.

The use of open source software is important to us. Some of the software used by our Solutions may be offered under an open source license that we will make available to you. The Open Source License may contain provisions that have specific priority over some of these conditions.

### **Modification and termination of our Solutions**

UEAT continues to modify and improve its Solutions. We may add or remove features or functions, and we may also suspend or discontinue a product or service completely.

Unless otherwise agreed on, you may stop using our Solutions at any time. We hope, however, that you will continue to use them. UEAT has the right to stop providing you with all or part of the Solutions, or to add or create new limits to the use of the Solutions at any time.

For us, you remain the owner of the data you entrust with us and we think it is important that you access it. If we need to discontinue a product or service, we will notify you within a reasonable time and give you the opportunity to retrieve information about that product or service.

### **Warranties and Disclaimers**

Our offer of Solutions is subject to an obligation of means, within the limits of what is commercially reasonable. We hope you find pleasure in using them. Our Solutions are, however, subject to a limitation of warranty.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE OR ADDITIONAL TERMS OF USE, UEAT, ITS SUPPLIERS OR DISTRIBUTORS DO NOT MAKE ANY SPECIFIC PROMISE REGARDING THE SOLUTIONS. FOR EXAMPLE, WE DO NOT COMMIT TO THE CONTENT OF THE SOLUTIONS, THE SPECIFIC FUNCTIONS AVAILABLE THROUGH THE SOLUTIONS, THEIR RELIABILITY, AVAILABILITY OR SUITABILITY TO MEET YOUR NEEDS. WE SUPPLY OUR SOLUTIONS "AS IS."

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, APPROPRIATENESS FOR A PARTICULAR PURPOSE AND CONFORMITY. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

### **Responsibility for our Solutions**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UEAT, ITS SUPPLIERS AND DISTRIBUTORS, DISCLAIM ANY LIABILITY FOR LOST PROFITS, INCOME OR DATA, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES AND INTERESTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF UEAT, ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS OF USE, INCLUDING ANY IMPLIED WARRANTY, IS LIMITED TO THE AMOUNT YOU PAID TO US FOR USE OF THE SOLUTIONS (OR, IF THIS IS OUR CHOICE, SO THAT WE PROVIDE YOU WITH THESE SOLUTIONS).

IN NO EVENT SHALL UEAT, ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY LOSS OR DAMAGE THAT HAS NOT BEEN REASONABLY FORESEEABLE.

### **Use of our Solutions by a company**

The Institution using our Solutions must accept these Terms. In addition, it shall release all liability of UEAT, its affiliates, agents and employees from any claim, suit or legal action arising out of or in connection with its use of the Solutions or following a breach of these Terms, including any liability and financial burden resulting from claims, losses or damages, prosecution and adjudication, and related legal and attorney fees.

## About these Terms of Use

We may change these Terms or any other additional terms of use applicable to our Solutions, for example, to reflect changes in the law or our Solutions. We recommend that you periodically review the Terms of Use. Changes to these Terms of Use will be posted on this page. We will post a notice of modification of the additional terms of use in the relevant Service. The amendments will not apply retroactively and will come into effect at least fourteen (14) days after their publication. However, changes specific to a new feature of a product or service or changes made for legal reasons will apply immediately. If you do not agree to any changes to the Terms of Use for a particular product or service, you must stop using this product or service.

In the event of a conflict between these Terms and additional terms of use, the latter shall prevail.

These Terms govern your relationship with UEAT. They do not create rights for third-party beneficiaries.

If you do not comply with these Terms and we do not take immediate action in this regard, it does not mean that we waive our rights (for example, to take action later).

If it turns out that a particular condition is not applicable, this will not affect the other terms of these Terms of Use.

Any disputes related to these Terms or Solutions will be governed by the laws of the Province of Quebec, District of Quebec, Canada. You agree that these Terms govern the evidence that involves trade between different states and provinces and that the action be construed in accordance with the laws of the Province of Quebec, District of Quebec, Canada, if possible. You and UEAT hereby agree to submit to the jurisdiction of these courts.

For any information or if you have any questions about these terms or if you have any other concerns regarding the application of these Terms, you may email us at [support@ueat.io](mailto:support@ueat.io).

You can also write to us at:  
**UEAT (UEAT Technologies Inc.)**  
7649 boulevard Wilfrid-Hamel  
Quebec (Quebec) G2G 1C3, Canada

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# Welcome to UEAT Privacy Policy for Merchants

When you use our Solutions, you trust us to process your data. The purpose of this Privacy Policy is to tell you what information we collect, for what reason, and how we use it. These rules are important and we hope you will take the time to read them carefully.

## Privacy Policy

You can use our Solutions for all kinds of reasons: to display your menu online, to sell your products on your website, to offer orders in your Establishment, to build customer loyalty, to increase the conversion rate of visitors on your website or for our Business Intelligence (BI) tools using Artificial Intelligence (AI) and our fully automated upsell / cross sell strategies. By sending us information, for example by creating a UEAT account, you allow us to improve our Solutions. For example, we can help you increase your sales and profit margins. We want you, as a restaurant owner and user of our Solutions, to understand how we use the data from your Institutions and how we protect the privacy of your customers (end-users).

Our Privacy Policy explains:

- the data we collect and the reasons for this collection.
- how we use this data.
- the features we offer, including how to access your data and how to update it.

We strive to be as clear as possible. However, if you are not familiar with, for example, the terms "cookies", "IP addresses", "pixel tags" or "browsers," find out about these key terms. At UEAT, we are committed to preserving the confidentiality of your data and your customers' data. So, whether you are a new user or a UEAT regular, take the time to discover our practices and, if you have any questions, do not hesitate to contact us.

## Data we collect

The information we collect is used to improve the Solutions offered to all our users. It can be basic information, such as the language you use, or more complex, such as the most popular dishes, the average order amount or the number of orders you receive every day.

We collect data in the following ways:

- **Information you provide us:** To access our Solutions, you often need to create a UEAT account. In this case, you provide personal information, such as your name, e-mail address, and phone number, which are registered with your account.
- **Information we collect when you use our Solutions:** we collect information about the Solutions you use and the use you make of them. Examples: when you log in to the UEAT administration tool or when you go to a website where our Solutions are used or when you visit our BI tools, and you perform actions with them. From this information, we can collect:

- **Data about the device used**  
We collect data about the device you are using, such as the model, operating system version, device unique credentials, and mobile network information, including your phone number. We may associate your device IDs or phone number with your UEAT account.
- **Log files**  
When you use our Solutions or display content provided by UEAT, we collect and store information in the log files of our servers. This includes:
  - how you used the service, such as your search queries
  - telephone communications data, such as your telephone number, caller's number, transfer numbers, time and date of calls, their duration, SMS routing data and types of calls.
  - your IP address.
  - device-related event data that you use, such as crashes, system activity, hardware settings, your browser's type and language, the date and time of the request, and the originating URL.
  - cookies to identify your browser or your UEAT Account in a unique way.
- **Location data**  
When using UEAT Solutions, we may collect and process data relating to your exact location. We use different technologies to locate you, including IP address, GPS signals, and other sensors that allow us to identify nearby devices, WiFi access points, and relay antennas.
- **Unique application numbers**  
Some Solutions contain a unique application number. This number and information about your installation (such as OS type and version number) can be sent to UEAT when you install or uninstall the service, or when the service contacts our servers regularly (for example, to request automatic updates).
- **Local storage**  
We may collect and store data (including personal data) on the device you are using, using mechanisms such as web browser storage (including HTML 5) and the application's data caches.

## **Cookies and similar technologies**

We and our partners use different technologies to collect and store data when you access a UEAT service, for example by using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with the Solutions we offer to our partners, such as Advertising Solutions or UEAT features that may appear on other sites. We use Google Analytics to analyze traffic on your websites and our Solutions. When used in conjunction with our Solutions, such as those using the DoubleClick cookie, Google Analytics information is linked by UEAT and added to data from other Institutions using our Solutions.

In addition to the information we collect about your Institution, we obtain through our partners data from other Institutions using UEAT Solutions that we can use in our digital marketing strategy with you.

## **How do we use the data we collect**

The data we collect allows us to provide, manage, protect and enhance our Solutions, to develop new ones, and to protect both our users and ourselves. This data also allows us to offer you adapted strategies, such as promotions and ways to optimize your income on the web as well as in restaurants.

When you contact UEAT, we can keep a record of your communication to better solve the problems you encounter. We may use your email address to keep you informed, for example, of upcoming changes or improvements to our Solutions.

We use the information provided by cookies and other technologies, such as pixel tags, to provide you with better user experience and improve the overall quality of our Solutions. Google Analytics is one of the products we use for this purpose. Saving your language preferences allows us, for example, to display our Solutions in the language you use most often.

Our automated systems analyze your content (including your POS system data) to provide you with customized strategies and ways to use our Solutions, such as tailored advertising and fraud detection.

The information we collect about your customers who use our Solutions is likely to be cross-checked with information from other Establishments (including personal information), for example to facilitate the optimization of a promotion.

Any use of data for purposes other than those set forth in this Privacy Policy will require your explicit consent.

We process your Institution data and customer data on servers located in many countries around the world. Your personal data may be processed on a server located outside your country of residence.

### **Transparency and freedom of choice**

Privacy concerns differ from person to person. We want to be transparent about how we collect and use data about you so that you have all the elements to make informed choices. For example, you can perform the actions below:

- Check and update your Institution information (name, address, phone number, bank account, etc.).
- You can use the administration tool to modify your menu, your delivery zones, the services you offer (order online, at the table, in room, by delivery, on the self-order kiosk), add or remove a promotion, etc.
- Thanks to the advanced display settings, you can change the theme colors at any time and display your menu on any website or any button or banner ad.
- Adjust notifications to your customers and users by configuring the SMS and email notification tool.

You can also set your browser to block all cookies, including cookies related to our Solutions, or to be notified when we send them to you. It should be remembered, however, that many of our Solutions may not work properly if you disable cookies. They will not take into account, for example, your language preferences.

### **Data you share**

Our solutions allow you to share your menus online. Remember that when you share information publicly, it can be indexed by search engines like Google.

### **Consulting and updating your data**

When using our Solutions, we want you to have access to your Establishment's information. In the case of a mistake, we make sure that you can update them quickly or delete them unless we need to keep them for legitimate business purposes or if we are required by law. Before responding to a request to update your information, we may invite you to identify yourself.

We reserve the right to decline any unreasonable request by its repetitive or systematic nature, any request requiring excessive technical efforts (for example, the development of a new system or a major modification to an existing procedure), compromising the confidentiality of third-party data, or difficult to achieve (for example, requests for data stored on backup systems).

Access to and correction of data is a free service, except where this service would involve excessive effort. We take all reasonable steps to protect the data managed under our Solutions against accidental or willful destruction. Therefore, even when you delete data used by our Solutions, we do not immediately remove residual copies on our active servers or those stored in our backup systems.

### **Data we share**

We only share your business data with companies, organizations or third parties in the following circumstances:

- **With your consent**  
We only provide data about your Establishment to companies, organizations or third parties with your consent. We always ask for your permission before disclosing sensitive business data to third parties.
- **With account administrators**  
If your UEAT Account is managed by an account administrator (for example, if it is an account of a distributor or franchisor), the account administrator and any subcontractor providing Solutions Management for your organization will have access to your Institution's data (including, but not limited to, your email address, bank account number, price list, etc.). Your account administrator may be able to:
  - display statistics about your Institution, including your sales figures;
  - change the password of your account;
  - suspend or remove access to your account;
  - access and modify the data stored in your account;
  - receive your own account data to satisfy legal, regulatory, judicial or administrative obligations;
  - edit the list of services for each of your Establishments
- **For external processing needs**  
We transmit data to our affiliates or other companies or trusted persons who process it on our behalf, according to our instructions, in accordance with this Privacy Policy and in compliance with any other appropriate security and confidentiality measure.

- **For legal reasons**  
We will only share data with companies, organizations or third parties if we believe in good faith that the access, use, protection or disclosure of such data is reasonably justified to:
  - comply with binding legal, regulatory, judicial or governmental requirements;
  - enforce the Terms of Use in force, including any breaches thereof;
  - identify, avoid or deal with fraudulent activities, security breaches or any technical problem;
  - to guard against any infringement of the rights, property or security of UEAT, its users or the public, in accordance with and in compliance with the law.

We may share publicly, as well as with our partners (publishers, advertisers or associated sites) information that does not directly identify your Institutions. For example, we may publicly share information about the usage patterns of our Solutions.

In the event that UEAT takes part in a merger, acquisition or any other form of asset transfer, we undertake to guarantee the confidentiality of your data and inform you before it is transferred or subject to new rules of confidentiality.

### **Data security**

We implement all necessary security measures to protect UEAT and our users from unauthorized access and modification, disclosure or destruction of the data we hold.

In particular:

- We encrypt most of our solutions using SSL technology.
- We conduct internal audits on the collection, storage and processing of data, including physical security measures, to prevent unauthorized access to our systems.
- Access to data is strictly reserved for employees, subcontractors and UEAT agents who need to access it in order to process it on our behalf. These persons are subject to strict confidentiality obligations and may be subject to disciplinary sanctions, up to and including termination, in the event of a breach of these obligations.

### **Scope of this Privacy Policy**

This Privacy Policy applies to all Solutions offered by UEAT Technologies Inc. and its subsidiaries, but excludes products and services governed by other confidentiality rules that do not include these.

This Privacy Policy does not apply to Solutions offered by other companies or individuals, including Artificial Intelligence, loyalty and other products or tools that may be offered to you by UEAT or other sites accessible from of our Solutions. This Privacy Policy does not cover the data protection practices of other companies or organizations that are partners in our Solutions and may use cookies, pixel tags, or

other technologies to display and offer relevant advertisements.

### **Respect of and cooperation with regulatory agency**

We regularly check that we comply with this Privacy Policy. We also comply with several self-regulatory charters, including the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework. When we receive a formal written complaint, we contact the user to follow up on his or her approach. We cooperate with the relevant authorities, including local data protection authorities, to resolve any dispute regarding the transfer of personal information that we can not directly address with the user.

### **Modifications**

This Privacy Policy may change. Any reduction of your rights under this Privacy Policy can not be enforced without your consent. We will post any changes to the Privacy Policy on this page and, in the case of significant changes, we will post a prominent disclaimer (including, for some Solutions, via email notification). Previous versions of this Privacy Policy will be archived and made available to users.

Do not hesitate to contact us for more information.

If you have any questions about this policy or have any other privacy concerns, you can email us at [privacy@ueat.io](mailto:privacy@ueat.io).

You can also write to us at:

**UEAT (UEAT Technologies Inc.)**  
7649 boulevard Wilfrid-Hamel  
Quebec (Quebec) G2G 1C3, Canada  
Attention: Privacy Officer, Legal Services

### **What we will do in the event of an update of this policy.**

From time to time, we may change our privacy practices. We will notify you of any substantial changes to this policy as required by law. We will also post an updated copy on our website. Check our site regularly for updates.

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