



TERMS & CONDITIONS

Version 4.0 – January 2026

OVERVIEW

These Terms and Conditions of Service (“Terms”) govern consumer and business interactions with applications and services powered by toodle, and your access to and use of the toodle platform operated by Payar Limited and Payar Technologies FZ-LLC (together, “Payar”, “we”, “us” or “our”), unless expressly governed by a separate written agreement.

The toodle platform includes Payar’s websites, QR-code-launched and link-based guest web applications branded for Venues or Outlets, the native toodle Hub application, the toodle Portal, administrative tools, backend systems, payment integrations, referral and promotional features (including Show & Save), and any related products or services (together, the “Service”).

The Service also includes proposal documents, onboarding materials, commercial confirmations, pilot arrangements, electronically executed contracts, and related forms issued by or completed with Payar in connection with toodle, unless expressly governed by a separate written agreement.

By accessing or using any part of the Service, submitting information, signing documents, or placing an Order with a Client through toodle, you agree to be bound by these Terms together with Payar’s Privacy Policy and any additional policies referenced in the Service.

If you do not agree, you must not use the Service.

SECTION 1 – Definitions

For the purposes of these Terms, the following definitions apply. Capitalised terms not defined below shall be given their ordinary meaning in the context in which they are used, or the meaning assigned to them elsewhere in these Terms.

A. Parties and User Categories

“B2B User” means any natural person authorised by or acting on behalf of a Client to access or use the Platform for business or operational purposes,

including employees, managers, owners, consultants or external contractors.

“B2C User” means a natural person accessing the Platform to browse, book, order or receive goods or services from a Client.

“Client” means any legal entity that contracts with Payar to access or use the Platform as a Venue Operator, an Outlet Operator, or both.

“Outlet Operator” means a Client operating one or more Outlets.

“Payar” means Payar Limited and Payar Technologies FZ-LLC, and any successor or affiliated entity providing the Service.

“Payar Admin User” means any employee or contractor of Payar authorised to configure, administer, support, onboard or enable Clients on the Platform, including access to backend systems, infrastructure and configuration environments.

“Payar Business User” means any employee or contractor of Payar authorised to access and operate within a Client’s environment on the Platform for sales, account management, onboarding or field-support purposes, with rights equivalent to those granted to that Client for such environment but without unrestricted system-wide administrative privileges.

“Venue Operator” means a Client operating one or more Venues.

B. Locations, Listings and Aggregation

“External Listing” means a listing or entry displayed within the Platform that does not enable Orders to be placed through toodle and is intended for information, directory or referral purposes only, including links to third-party services, transportation providers, safety or emergency information, venue directories, documents or click-through experiences, whether or not such listing relates to a service physically located within a Venue.



“Outlet” means a specific restaurant, bar, café, retail unit, service counter, pop-up, concession or other operational unit or third-party service made available to B2C Users through the Platform, whether operating within a Venue or independently.

“toodle Listing” means the standard listing of an Outlet within the Platform enabling B2C Users to browse, place Orders or make bookings directly with that Outlet.

“Venue” means a physical location, property or digitally grouped environment within the Platform (including hotels, resorts, residential communities, business parks, events, beach clubs or electronic marketplaces) through which one or more Outlets or services are presented to B2C Users.

“Venue Listing” means the digital container within the Platform operated by a Venue Operator through which one or more toodle Listings or External Listings are presented to B2C Users.

C. Platform, Products and Services

“Feedback Loop” means an optional feature of the Platform enabling the collection, display or analysis of ratings, reviews, surveys or transactional feedback from B2C Users.

“Platform” or “toodle Platform” means the technology ecosystem operated by Payar, including guest-facing branded web applications and QR-launched interfaces, the toodle Hub application, the toodle Portal, administrative tools, backend systems, integrations, referral, marketing and promotional tools (including Show & Save and Feedback Loop), analytics modules and related services.

“Service” means the products and services made available by Payar through or in connection with the Platform, as described in these Terms and any applicable commercial agreement.

“Show & Save” means an optional referral and promotional feature of the Platform enabling B2C Users to discover Venues, Outlets or third-party services and enabling Clients or Experience Partners to fund or offer incentives, discounts or benefits, subject to applicable campaign terms.

“toodle Hub” means Payar’s native mobile point-of-sale application used by Client-authorised B2B Users

to receive, manage and process Orders and to perform limited operational controls at Venues and Outlets, with core configuration and master data maintenance performed through the toodle Portal.

“toodle Portal” means Payar’s web-based administration and management interface used by Clients, Client-authorised B2B Users, Payar Admin Users and Payar Business Users for master data maintenance, configuration, reporting, monitoring and operational oversight.

D. Transactions and Payments

“Order” means any transaction, reservation, booking, purchase request or service request initiated by a B2C User through the Platform with a Client or Outlet Operator.

“Payment Service Provider” or “PSP” means a third-party payment processor integrated with the Platform.

E. Content, Promotions and Data

“Feedback” means ratings, reviews, survey responses or transactional commentary submitted by B2C Users through the Platform or generated through optional features such as Feedback Loop.

“Platform Data” means aggregated or anonymised data derived from use of the Platform that does not identify an individual.

“Promotion” means any offer, incentive, referral programme, discount or benefit displayed through the Platform and funded or configured by a Client, Experience Partner or third party.

“User Content” means any content, data or materials submitted, uploaded, generated or configured on the Platform by a Client or Client-authorised B2B User, including menus, catalogues, pricing, images, photographs, videos, branding, descriptions, promotions, configuration data and operational information.

SECTION 2 – Eligibility and Acceptable Use

2.1 Eligibility.

You must have the legal capacity to enter into binding contracts in your jurisdiction and to use the Service.



Where you are acting on behalf of a legal entity, you represent and warrant that you have authority to bind that entity to these Terms.

2.2 Age Requirements for B2C Users.

B2C Users must be at least the age of majority in their country of residence or have valid consent from a parent or legal guardian where required by law.

2.3 Compliance with Law.

You agree to use the Service only in compliance with applicable laws and regulations, including consumer protection, payment, advertising, data protection, export control and sanctions regimes.

2.4 Prohibited Conduct.

You must not, and must not permit any third party to:

- a. access or use the Service for unlawful, fraudulent or misleading purposes;
- b. interfere with, disrupt or attempt to gain unauthorised access to the Service or Payar systems;
- c. introduce malware, bots, scraping tools or harmful code;
- d. impersonate another person or entity or misrepresent your affiliation;
- e. copy, modify, reverse engineer, decompile or attempt to extract source code except where prohibited by law;
- f. harvest data or personal information except as permitted under applicable privacy laws;
- g. circumvent usage limits, security measures or technical restrictions;
- h. use the Service to transmit defamatory, abusive, obscene or infringing material;
- i. use the Service in a manner that harms Payar, Clients, B2C Users or the integrity of the Platform.

2.5 Client Responsibility for B2B Users.

Clients are responsible for the acts and omissions of their B2B Users and must ensure that all such persons comply with these Terms.

2.6 Suspension for Misuse.

Payar may suspend or restrict access to the Service immediately where it reasonably suspects misuse, security threats, fraud or violation of these Terms or applicable law.

2.7 Cooperation.

You agree to cooperate with reasonable investigations by Payar relating to security incidents, fraud, regulatory requests or misuse of the Service.

2.8 No Circumvention.

You must not attempt to bypass the Platform to avoid fees, controls or compliance mechanisms applicable to Orders or promotions facilitated through the Service.

SECTION 3 – Accounts, Access and Security

3.1 Account Creation and Credentials.

Access to certain parts of the Service requires the creation of accounts or the issuance of credentials to B2B Users, Payar Admin Users or Payar Business Users. B2C Users may be required to provide limited information to place Orders or access specific features. All information provided must be accurate and kept up to date.

3.2 Authority and Responsibility.

Where you create or manage accounts on behalf of a Client, you represent and warrant that you are authorised to do so. Clients are responsible for all activity occurring under accounts issued to their B2B Users or other authorised representatives.

3.3 Credential Security.

You must keep usernames, passwords, devices and access tokens secure and confidential and must not share credentials except with authorised personnel. You must promptly notify Payar of any suspected compromise or unauthorised use.

3.4 Access Management.

Clients must ensure that access rights for B2B Users reflect their operational roles and must promptly revoke access when a user leaves employment or no longer requires access.

3.5 Payar Access Rights.

Payar Admin Users and Payar Business Users may access Client environments for onboarding, enablement, support, monitoring, troubleshooting, compliance, auditing and commercial assistance purposes, subject to internal controls and confidentiality obligations.

3.6 Security Measures.

Payar implements technical and organisational measures designed to protect the Service. However, no



system is completely secure and Payar does not guarantee that unauthorised access will not occur.

3.7 Suspension and Protection Actions.

Payar may suspend or restrict access to any account or part of the Service where it reasonably believes there is a security risk, suspected fraud, regulatory concern or breach of these Terms.

3.8 Audit Logs and Monitoring.

Payar may maintain logs and monitor use of the Service for security, operational and compliance purposes, subject to applicable law and the Privacy Policy.

3.9 Device Responsibility.

Clients and B2B Users are responsible for securing devices used to access the Service, including those running the toodle Hub application.

SECTION 4 – Modification and Availability of the Service

4.1 Service Evolution.

Payar may update, modify, enhance, replace or discontinue any part of the Service from time to time, including features, functionality, interfaces, integrations, pricing models, technical requirements or availability of specific modules.

4.2 Availability.

While Payar seeks to maintain reliable operation of the Service, it does not warrant that the Service will be uninterrupted, error-free or continuously available.

4.3 Maintenance and Downtime.

The Service may be unavailable from time to time for scheduled maintenance, emergency fixes or upgrades. Where reasonably practicable, Payar will seek to provide advance notice of material planned downtime.

4.4 Suspension for Risk or Compliance.

Payar may temporarily suspend access to the Service or any part of it where necessary to address security risks, suspected fraud, regulatory requirements, legal obligations or threats to the integrity of the Platform.

4.5 Feature Variations by Jurisdiction or Client.

Certain features may not be available in all territories or for all Clients due to regulatory, commercial, technical or operational constraints.

4.6 No Reliance on Continuity of Specific Features.
You acknowledge that the Service may evolve over time and that Payar is not obligated to maintain any specific functionality, integration or feature unless expressly agreed in writing.

4.7 Effect on Agreements.

Except where expressly stated in a separate written agreement, modifications to the Service do not entitle you to terminate these Terms or receive refunds.

SECTION 5 – Client Services and Marketplace Role

5.1 Independent Businesses.

Clients are independent businesses that use the Platform to offer goods and services to B2C Users. Nothing in these Terms creates a partnership, franchise, agency or employment relationship between Payar and any Client.

5.2 Merchant of Record.

Unless expressly stated in writing, each Client is the merchant of record for Orders placed by B2C Users through the Platform and is solely responsible for supplying the relevant goods or services.

5.3 Client Control and Responsibility.

Clients control menus, catalogues, pricing, availability, fulfilment, service standards, cancellations, refunds, promotions, tax compliance and regulatory obligations applicable to their operations.

5.4 Payar's Role.

Payar provides technology infrastructure only and does not operate Venues or Outlets, prepare goods, perform services, transport items, or guarantee the performance of Clients.

5.5 Customer Service and Disputes.

Questions, complaints or disputes relating to an Order must be directed to the relevant Client. Payar may, but is not obliged to, facilitate communication between a B2C User and a Client.

5.6 Digital Aggregation and Third-Party Offerings.

Venues may digitally aggregate Outlets or third-party services through the Platform, including services not physically located at the Venue. Such offerings remain the responsibility of the relevant Client or third party.

5.7 Listings and Commercial Surfaces.



Clients may subscribe to or activate different listing types within the Platform, including toodle Listings, External Listings and Venue Listings. The applicable listing type determines how Outlets or services are presented to B2C Users but does not alter the Client's responsibility as merchant of record unless expressly agreed in writing.

5.8 Promotions and Campaigns.

Any promotion, referral programme or incentive offered through the Platform is created and funded by Clients or third parties unless expressly stated otherwise.

5.9 Compliance Obligations.

Clients are responsible for ensuring that their use of the Service complies with all applicable laws and regulations, including food safety, licensing, advertising, consumer protection and tax laws.

5.10 Information Accuracy.

Clients warrant that all content, descriptions, pricing and availability information they provide through the Platform is accurate and lawful.

SECTION 6 – Payments

6.1 Payment Processing via PSPs.

Where electronic payment is enabled through the Platform, such transactions are processed by third-party Payment Service Providers ("PSPs") integrated with the Service. When a B2C User enters payment details, those details are provided directly to the relevant PSP through secure hosted components.

6.2 No Storage of Card Data.

Payar does not collect, process or store payment card data, including card numbers, expiry dates or verification codes.

6.3 PSP Rules and Authorisations.

Payment authorisations, captures, settlements, reversals, chargebacks and disputes are governed by the rules and operating procedures of the relevant PSP and card schemes, in addition to the applicable Client's policies.

6.4 Merchant of Record and Settlement.

Unless expressly agreed otherwise in writing, the Client is the merchant of record for Orders and is responsible for settlement, refunds and tax remittance associated with such Orders.

6.5 Fees and Charges.

Payar may charge Clients platform fees, transaction fees or pass-through PSP fees in accordance with the applicable commercial agreement or order form.

6.6 Currency and Taxes.

Transactions may be processed in local or agreed currencies. Clients are responsible for determining, collecting and remitting any applicable taxes, duties or levies.

6.7 Refunds and Cancellations.

Refunds, partial refunds or cancellations are governed by the relevant Client's policies and PSP rules. Payar is not responsible for issuing refunds unless expressly agreed in writing.

6.8 Fraud Monitoring and Cooperation.

Payar may implement fraud detection tools and cooperate with PSPs, law enforcement or regulators in connection with suspected fraudulent activity.

6.9 Suspension of Payment Features.

Payar may suspend payment functionality for a Client where required by PSPs, regulators, law enforcement or where fraud or compliance risk is identified.

6.10 Offline or External Payments.

Certain Clients may permit B2C Users to settle Orders using payment methods not processed through a PSP integrated by Payar, including but not limited to cash, room charges, on-premise payment terminals, vouchers, loyalty schemes, corporate billing or third-party wallets ("Offline or External Payments"). In such cases, the transaction occurs solely between the B2C User and the Client, and Payar does not collect, hold, transmit or process such funds.

6.11 Responsibility for Offline or External Payments.

Clients are solely responsible for the acceptance, handling, reconciliation, reporting, compliance and risk associated with Offline or External Payments, including fraud, chargebacks, shortages, taxation, record-keeping and regulatory obligations.

6.12 No Escrow or Custody of Funds.

Except where Payar's integrated PSP is expressly used, Payar does not act as escrow agent, payment intermediary, fiduciary or custodian of funds.



SECTION 7 – Optional features, Add-ons, and Promotions

7.1 Optional Features and Add-Ons.

The Service may include optional features, add-on products or modules that Clients may elect to activate in addition to their core toodle offerings, including referral tools, promotional campaigns, discovery features, loyalty programmes, analytics tools, integrations and consolidated checkout functionality.

7.2 Client Control and Responsibility.

Clients control whether optional features are activated, the content displayed, offers presented, eligibility criteria, pricing, funding of incentives, fulfilment obligations and compliance with applicable law.

7.3 Show & Save Referral and Discovery Feature.

Show & Save is an optional referral and discovery feature of the Platform that enables B2C Users to identify Venues, Outlets or third-party services outside the Venue environment and may allow Clients or third parties to fund incentives, discounts or benefits to drive traffic or conversions, subject to applicable campaign terms.

7.4 Feedback Loop Guest Engagement Feature.

Feedback Loop is an optional feature enabling Clients to solicit ratings, reviews or transactional feedback from B2C Users through the Platform or associated communication channels. Clients control the timing, content and use of such feedback requests and remain responsible for compliance with applicable consumer protection, marketing and data protection laws.

7.5 No Payar Fulfilment Obligation.

Payar does not guarantee redemption, availability or performance of any Client or third-party offer, promotion or service surfaced through optional features.

7.6 Campaign Suspension and Removal.

Payar may suspend or remove any campaign, listing or configuration where it reasonably believes there is a legal, regulatory, fraud, reputational or technical risk.

7.7 Off-Site and Digitally Aggregated Services.

Optional features may surface services or offers not physically located at a Venue but digitally aggregated through the Platform. Such services remain the responsibility of the relevant Client or third party.

7.8 Abuse and Manipulation.

Clients and Users must not misuse optional features, including through self-referrals, false claims, artificial transactions, misleading advertising or manipulation of promotions.

7.9 Feature Evolution.

Payar may modify, replace or discontinue optional features or add-ons at any time, subject to any express written commercial commitments.

SECTION 8 – Third Party Services and Integrations

8.1 Integrations and Linked Services.

The Service may integrate with, link to, embed or rely on third-party systems, platforms, hardware, software or services, including payment providers, messaging platforms, analytics tools, loyalty systems, delivery providers or ride-hailing services.

8.2 Separate Terms.

Use of any third-party service may be subject to separate terms, privacy policies or contractual arrangements between you and the relevant third party. Payar is not responsible for such third-party terms.

8.3 No Endorsement or Control.

Payar does not endorse, operate or control third-party services, even where they are surfaced through a Venue Listing, External Listing or optional feature.

8.4 Data Sharing.

Where necessary to operate integrations, data may be shared with third parties in accordance with the Privacy Policy and applicable law.

8.5 Availability and Performance.

Payar does not guarantee the availability, reliability or performance of any third-party service or integration.

8.6 Removal or Suspension.

Payar may disable or remove integrations where required for legal, regulatory, technical or security reasons.

8.7 Hardware and Peripheral Devices.

Where the Service interfaces with third-party hardware (such as printers, payment terminals or kiosks), Payar does not manufacture or warrant such hardware.



SECTION 9 – Hardware Supply and Devices

9.1 Hardware Offerings.

Payar may from time-to-time supply, arrange the supply of, or facilitate access to point-of-sale devices, tablets, printers, kiosks or other hardware (“Devices”) on a sale, rental, lease, subscription or trial basis.

9.2 Third-Party Manufacturers.

Devices may be manufactured by third parties. Except where expressly stated in writing, Payar is not the manufacturer of Devices and does not provide manufacturer warranties.

9.3 Title and Risk.

Unless otherwise agreed in writing:

- a. for Devices sold to Clients, title passes upon full payment and delivery;
- b. for rented or leased Devices, title remains with Payar or its supplier;
- c. risk of loss or damage passes to the Client upon delivery.

9.4 Use and Care.

Clients must use Devices in accordance with instructions, keep them in good condition, and must not modify, resell or sub-lease them without Payar’s written consent.

9.5 Maintenance and Replacement.

Unless otherwise agreed, Clients are responsible for routine care and consumables. Replacement of defective Devices may be subject to manufacturer warranty terms or separate service arrangements.

9.6 Loss, Theft and Damage.

Clients are responsible for loss, theft or damage to Devices while in their possession and should maintain appropriate insurance.

9.7 Returns and End of Rental.

Upon termination of any rental or trial, Clients must return Devices in reasonable condition, fair wear and tear excepted. Failure to do so may result in replacement charges.

9.8 Embedded Software.

Devices may contain third-party operating systems or firmware subject to separate licence terms.

9.9 No Performance Guarantee.

Payar does not guarantee that Devices will be uninterrupted, error-free or suitable for any particular operational environment.

SECTION 10 – Intellectual Property

10.1 Ownership.

All intellectual property rights in and to the Service, the Platform, the toodle Hub application, the toodle Portal, guest-facing applications, software, firmware, interfaces, workflows, designs, documentation, trademarks, logos, databases and analytics (collectively, “Payar Materials”) are owned by or licensed to Payar.

10.2 Licence to Use the Service.

Subject to these Terms, Payar grants Clients and Users a limited, non-exclusive, non-transferable, revocable licence to access and use the Service solely for legitimate business or consumer purposes contemplated by these Terms.

10.3 Restrictions.

You must not and must not permit any third party to:

- a. copy, reproduce, modify or create derivative works from the Service except as permitted by law;
- b. reverse engineer, decompile or attempt to extract source code except to the extent prohibited by law;
- c. remove proprietary notices;
- d. use Payar trademarks without written consent;
- e. resell or sublicense the Service except as expressly permitted.

10.4 Client Content and Branding.

Clients retain ownership of content, menus, branding, trademarks and materials they upload to or display through the Service (“Client Materials”). Clients grant Payar a worldwide, royalty-free licence to host, display and process such materials for the purpose of operating the Service.

10.5 Feedback.

Any suggestions, ideas or feedback provided to Payar may be used by Payar without restriction or obligation.

10.6 Reservation of Rights.

All rights not expressly granted are reserved by Payar.



SECTION 11 – User Content and Platform Data

11.1 Submission of Content.

Clients and Client-authorised B2B Users may submit, upload or generate content through the Service, including menus, catalogues, pricing, images, descriptions, promotions, ratings, reviews, operational data, configuration data and feedback (“User Content”).

11.2 Ownership of User Content.

Except as stated in these Terms, the party submitting User Content retains ownership of that content.

11.3 Licence to Payar.

By submitting User Content, you grant Payar a worldwide, royalty-free, sublicensable licence to host, store, copy, transmit, display, process and otherwise use such User Content solely for the purposes of operating, supporting, improving and providing the Service.

11.4 Client Representations and Warranties.

Clients represent and warrant that all User Content they provide:

- a. is accurate, lawful and not misleading;
- b. complies with applicable consumer protection, advertising and regulatory laws;
- c. does not infringe any intellectual property, privacy or publicity rights;
- d. may lawfully be used, reproduced and displayed through the Service;
- e. where images, photographs, logos or videos are uploaded, the Client holds all necessary rights, licences, releases and consents for such use; and
- f. Payar’s hosting or display of such content will not expose Payar to claims by third parties.

11.5 Prohibited Content.

Clients and Client-authorised B2B Users must not submit User Content that:

- a. is false, deceptive or misleading;
- b. infringes intellectual property or proprietary rights;
- c. is defamatory, abusive, obscene or unlawful;
- d. contains malware or harmful code;
- e. promotes illegal activity;
- f. violates privacy or data protection laws;
- g. impersonates another person or entity;
- h. breaches Platform policies; or

- i. is prohibited, restricted or unlawful in the jurisdiction in which the relevant Venue or Outlet operates, including under local cultural, advertising, licensing or regulatory requirements.

11.6 Monitoring, Regulatory Takedown and Enforcement.

Payar does not routinely monitor all User Content but may review, remove, disable access to or suspend publication of any User Content at any time where it reasonably believes such content breaches these Terms, applicable law, Platform policies, or where Payar is notified of potential illegality or regulatory non-compliance by a governmental authority, regulator, law enforcement body or rights holder. Such removal or suspension may be carried out without prior notice and without liability to the Client or relevant Client-authorised B2B User.

11.7 Reviews and Feedback.

Ratings, reviews and feedback submitted through the Service may be displayed within the Platform or shared with Clients. Payar does not guarantee the accuracy or authenticity of such submissions.

11.8 Platform Data.

Aggregated or anonymised operational data generated through use of the Service may be used by Payar for analytics, reporting, benchmarking, product development and business purposes, provided such use complies with applicable data protection laws.

11.9 No Obligation to Publish.

Payar is not required to display, distribute or retain any User Content.

11.10 Client Responsibility and Indemnity.

Clients remain solely responsible for User Content they provide and agree to indemnify and hold harmless Payar from any claims, losses or liabilities arising out of such User Content, including alleged infringement of intellectual property or misuse of images or branding.

SECTION 12 – Personal Data and Privacy

12.1 Privacy Policy Applies to Payar Processing.

Personal data processed by Payar in connection with the Service and in the course of Payar’s own business operations is governed by Payar’s Privacy Policy, which forms part of these Terms.

12.2 Roles of the Parties.



Depending on the context, Payar may act as a data controller or data processor, including as controller in respect of its own corporate, commercial, recruitment, marketing, compliance and platform-security activities, and as processor or sub-processor in respect of personal data processed on behalf of Clients in connection with B2C Users and Orders. Clients act as independent data controllers in respect of personal data relating to B2C Users and Orders conducted through their Venues or Outlets, except where expressly agreed otherwise in writing.

12.3 Client Privacy Notices and Standardised Templates.

Clients are responsible for providing legally compliant privacy notices to B2C Users in respect of their Venues and Outlets and for ensuring that such notices are accessible through the Platform.

Where a Client does not provide its own privacy notice for display within the Platform, Payar will, as part of contracting or onboarding, provide a standardised venue- or outlet-facing privacy notice drafted by Payar for use within the Client's guest-facing application. Any such notice is provided on the Client's behalf and constitutes the Client's privacy notice for that context, and the Client remains responsible for ensuring that the notice accurately reflects its data processing activities and complies with applicable law.

12.4 Lawful Basis and Compliance.

Clients are responsible for obtaining all required consents or identifying lawful bases for processing, complying with local data protection laws and regulations, and responding to data subject requests where required.

12.5 Data Sharing and Transfers.

Personal data may be shared between Payar, Clients and third-party service providers as necessary to operate the Service and in accordance with the applicable privacy notices and Payar's Privacy Policy. Data may be transferred across borders subject to appropriate safeguards.

12.6 Security Measures.

Payar implements technical and organisational measures designed to protect personal data processed in connection with the Service.

12.7 Data Retention.

Personal data is retained only for as long as necessary for the purposes described in the applicable privacy notices or as required by law.

12.8 Regulatory Requests.

Payar may disclose personal data where required by law, regulation or legal process.

12.9 Priority of Policies.

In the event of any inconsistency between these Terms and Payar's Privacy Policy regarding Payar's processing of personal data, Payar's Privacy Policy prevails. For processing carried out by a Client, the Client's privacy notice, whether provided directly by the Client or drafted and hosted by Payar on the Client's behalf, governs such processing.

12.10 Alignment with Commercial Agreements.

The arrangements described in this Section 12 form the baseline allocation of responsibilities between Payar and Clients in relation to personal data.

Payar's venue partner, outlet partner and other commercial agreements with Clients may supplement these arrangements for specific deployments or territories. Any departure from this Section 12 must be expressly stated in such agreement, and in the absence of such express wording this Section 12 and the applicable privacy policies shall govern.

SECTION 13 – Disclaimers and Warranties

13.1 Service Provided "As Is".

To the maximum extent permitted by law, the Service is provided on an "as is" and "as available" basis. Payar does not warrant that the Service will be uninterrupted, secure, error-free or free from defects, or that any feature or module will always be available.

13.2 No Warranty as to Client Goods or Services.

Payar does not warrant or endorse any goods, services, offers, promotions or experiences provided by Clients or third parties through the Platform and makes no representations regarding their quality, safety, legality, suitability or fitness for purpose.

13.3 Information Accuracy.

While Payar seeks to ensure the technical operation of the Platform, it does not guarantee the accuracy, completeness or currency of menus, pricing, descriptions, images, availability, promotions or other



content supplied by Clients or Client-authorised B2B Users.

13.4 Third-Party Services and Hardware.

Payar gives no warranties in respect of third-party services, integrations or Devices supplied by third-party manufacturers, including their availability, compatibility or performance.

13.5 Regulatory and Jurisdictional Limitations.

The Service may be subject to legal or regulatory restrictions in certain jurisdictions. Payar does not warrant that the Service is lawful or suitable for use in all locations, and Clients are responsible for ensuring compliance with local laws and regulations applicable to their operations.

13.6 Security and Data Transmission.

Although Payar implements security measures, Payar does not warrant that data transmissions through the Service will be secure or that unauthorised access will not occur.

13.7 Exclusion of Implied Warranties.

To the maximum extent permitted by applicable law, Payar excludes all implied warranties, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement.

13.8 Consumer Rights.

Nothing in these Terms excludes or limits any mandatory consumer rights that cannot lawfully be excluded under applicable law.

SECTION 14 – Limitation of Liability

14.1 Non-Excludable Liability.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded under applicable law.

14.2 Exclusion of Indirect Losses.

To the maximum extent permitted by law, Payar shall not be liable for any indirect, incidental, consequential, special or punitive damages, or for any loss of profits, revenue, goodwill, business opportunity, anticipated savings, data or use, arising out of or in connection with the Service, even if Payar has been advised of the possibility of such losses.

14.3 Acts of Clients, Users and Third Parties.

Payar shall not be liable for any acts or omissions of Clients, Venue Operators, Outlet Operators, Client-authorised B2B Users, B2C Users, Payment Service Providers, hardware manufacturers or other third parties, including in relation to fulfilment of Orders, promotions, refunds, data handling or regulatory compliance.

14.4 Platform Role Limitation.

You acknowledge that Payar provides technology infrastructure only and does not act as the merchant of record, payment intermediary (except where Payar's PSP is expressly used), escrow agent, fiduciary, delivery provider or operator of Venues or Outlets. Payar shall not be liable for disputes between B2C Users and Clients.

14.5 Aggregate Liability Cap.

To the maximum extent permitted by law, Payar's total aggregate liability arising out of or in connection with these Terms and the Service shall not exceed the total fees actually paid by the Client to Payar in the twelve (12) months preceding the event giving rise to the claim.

14.6 Free or Trial Services.

Where the Service or any part of it is provided free of charge or on a trial basis, Payar shall have no liability whatsoever to the maximum extent permitted by law.

14.7 Basis of the Bargain.

The limitations and exclusions of liability in these Terms form an essential basis of the agreement between the parties, and the Service would not be provided without such limitations.

14.8 Jurisdictional Adjustments and Third-Party Conduct.

Where applicable law prevents any exclusion or limitation of liability contained in this Section 14, Payar's liability shall be limited to the maximum extent permitted by such law. Nothing in these Terms shall make Payar responsible or liable for any act or omission of a Client, Venue Operator, Outlet Operator, Client-authorised B2B User, any B2C User, or any of their respective employees, contractors or agents, except to the extent that Payar is directly required to accept such liability under mandatory law for its own actions.



SECTION 15 – Indemnification

15.1 Client Indemnity.

Each Client shall indemnify, defend and hold harmless Payar, its directors, officers, employees and contractors from and against all claims, demands, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- a. the Client's or any Client-authorised B2B User's breach of these Terms or any applicable commercial agreement;
- b. any goods or services supplied by the Client through the Platform;
- c. promotions, offers, incentives, referral programmes or campaigns funded, configured or operated by the Client;
- d. User Content provided by the Client or any Client-authorised B2B User, including infringement of intellectual property rights or misuse of images or branding;
- e. the Client's failure to comply with applicable laws or regulations, including consumer protection, advertising and data-protection laws;
- f. disputes between the Client and any B2C User; or
- g. the Client's privacy notices, whether provided directly by the Client or drafted and hosted by Payar on the Client's behalf.

15.2 B2C User Indemnity.

B2C Users shall indemnify and hold harmless Payar from and against claims arising out of their misuse of the Service or breach of these Terms.

15.3 Process.

Payar shall provide reasonable notice of any indemnified claim and permit the indemnifying party to control the defence, subject to Payar's right to participate with its own counsel at its own expense. The indemnifying party shall not settle any claim in a manner that admits liability on behalf of Payar or imposes obligations on Payar without Payar's prior written consent.

15.4 Survival.

This Section 15 survives termination of these Terms.

SECTION 16 – Termination, User Exit and Suspension

16.1 Suspension or Termination by Payar.

Payar may suspend or terminate access to the Service, in whole or in part, for any Client, Client-authorised

B2B User or B2C User, immediately and without prior notice where Payar reasonably believes that:

- a. these Terms or any applicable commercial agreement have been breached;
- b. there is a security, fraud or compliance risk;
- c. continued access may expose Payar to legal or regulatory liability;
- d. required by law, regulator or court order; or
- e. misuse of the Platform is occurring.

16.2 Termination by Clients.

Clients may terminate their use of the Service in accordance with any applicable commercial agreement entered into with Payar.

16.3 B2C User Exit and Data Requests.

B2C Users may stop using the Platform at any time. Requests relating to access, correction, deletion or restriction of personal data may be submitted to Payar at privacy@payar.co.uk or as otherwise stated in the applicable privacy notices. Where Payar acts as processor for a Client, such requests may be forwarded to the relevant Client for handling as data controller, subject to applicable law.

16.4 Effect of Termination or Suspension.

Upon termination or suspension of access for any Client or User:

- a. access to the Service may be disabled;
- b. outstanding fees remain payable by the Client;
- c. promotions, Orders or transactions may be cancelled or restricted; and
- d. obligations that by their nature should survive termination continue, including confidentiality, intellectual property, data protection, limitation of liability and indemnities.

16.5 Return of Devices.

Where Devices are supplied on a rental or trial basis, Clients must return such Devices in accordance with the applicable commercial agreement.

16.6 Data Handling Following Termination.

Subject to applicable law and Section 12, Payar may delete, anonymise or retain data following termination or suspension as required for legal, regulatory or audit purposes.



SECTION 17 – Force Majeure

17.1 Force Majeure Event.

Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) where such failure or delay results from events beyond its reasonable control, including acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, strikes or labour disputes, governmental orders, regulatory action, supply-chain failures, power outages, telecommunications failures or cyberattacks (“Force Majeure Event”).

17.2 Notification and Mitigation.

The affected party shall use reasonable efforts to notify the other party of the Force Majeure Event and to mitigate its effects.

17.3 Resumption of Performance.

Performance shall resume as soon as reasonably practicable following the cessation of the Force Majeure Event.

17.4 Extended Force Majeure.

If a Force Majeure Event continues for a prolonged period materially affecting the Service or access to the Platform by Clients or Users, Payar may suspend or terminate the affected portion of the Service without liability.

SECTION 18 – Relationship of the Parties

18.1 Independent Parties.

Payar, Clients and Users act as independent parties. Nothing in these Terms creates any partnership, joint venture, agency, fiduciary or employment relationship between Payar and any Client or any User.

18.2 No Authority to Bind.

Neither Clients nor Users have authority to bind Payar or to act on Payar’s behalf in any manner.

18.3 No Employment Relationship.

Client-authorised B2B Users are not employees, agents or representatives of Payar. B2C Users do not act on behalf of Payar or any Client.

18.4 Client Responsibility for Personnel.

Clients remain solely responsible for the acts and omissions of their Client-authorised B2B Users, employees, contractors and agents.

SECTION 19 – Assignment and Transfer

19.1 Assignment by Clients and Users.

Clients and Users may not assign, transfer, novate or otherwise dispose of any of their rights or obligations under these Terms without Payar’s prior written consent, which shall not be unreasonably withheld.

19.2 Assignment by Payar.

Payar may assign, transfer or novate these Terms, in whole or in part, without consent in connection with a merger, acquisition, corporate restructuring, sale of assets or similar transaction, or to an affiliate, provided that the assignee agrees to be bound by these Terms.

19.3 Subcontracting.

Payar may subcontract or outsource performance of any part of the Service, provided that Payar remains responsible for its obligations under these Terms.

19.4 No Third-Party Beneficiaries.

Except as expressly stated in these Terms, nothing in these Terms confers any rights or remedies on any third party.

SECTION 20 – Governing Law and Jurisdiction

20.1 Governing Law.

These Terms and any dispute or claim arising out of or in connection with them or the Service (including non-contractual disputes or claims) shall be governed by:

(a) the laws of England and Wales in respect of Clients and Users located in the United Kingdom, Europe or the Americas; and

(b) the laws applicable in the Emirate of Dubai and the federal laws of the United Arab Emirates in respect of Clients and Users located in the Middle East, Africa, Asia or Australasia.

20.2 Jurisdiction.

Subject to any mandatory consumer protection laws, the courts of:

a. England and Wales shall have non-exclusive jurisdiction in respect of disputes governed by Section 20.1(a); and



b. Dubai, United Arab Emirates, shall have non-exclusive jurisdiction in respect of disputes governed by Section 20.1(b).

20.3 Mandatory Local Laws.

Nothing in this Section 20 shall deprive any B2C User of rights or protections that are mandatory under the laws of their country of residence.

20.4 Injunctive Relief.

Nothing in these Terms prevents Payar from seeking urgent injunctive or equitable relief in any jurisdiction to protect its intellectual property, confidential information or enforce these Terms.

SECTION 21 – Contact Information

21.1 Questions or Clarifications Regarding These Terms.

If you have any questions or require clarification regarding these Terms and Conditions, please contact:

Email: legal@payar.co.uk

This address is intended for legal and general queries relating to these Terms only.

21.2 Privacy and Data Protection Requests.

Requests relating to access, correction, deletion or restriction of personal data processed in connection with the Service must be submitted to:

Email: privacy@payar.co.uk

Further information is available in Payar's Privacy Policy and, where applicable, the Client privacy notice accessed through the Platform.

Depending on your location and applicable law, you may have statutory rights in relation to your personal data, including the right to request access, correction or deletion, restrict or object to processing, request portability where technically feasible, withdraw consent where processing is based on consent, and lodge a complaint with a data protection authority.

Where Payar acts as a service provider or data processor on behalf of a Client, you may also need to contact that Client directly in order to exercise certain rights.

21.3 Service of Formal Legal Notices.

Any formal legal notice, claim or communication relating to these Terms and Conditions must be served by recognised courier service and/or registered mail to the applicable Payar entity at the addresses set out in Section 21.4.

A copy of such notice may also be sent by email to:

Email: legal@payar.co.uk

Email delivery alone does not constitute valid service unless expressly agreed by Payar in writing.

21.4 Addresses for Service of Notices.

United Kingdom

The Director(s)
Payar Limited
6th Floor Manfield House
1 Southampton Street
London
United Kingdom
WC2R 0LR

Europe, the Americas, Middle East, Africa, Asia and Australasia

The Director(s)
Payar Technologies FZ-LLC
DQuarters, DMC05
Dubai Media City
Dubai
United Arab Emirates

21.5 Updates to Contact Details.

Payar may update its contact details from time to time by publishing revised information within the Service or on its website.