

# GoodResto Portal - Terms of Service

Effective on April 13, 2026

## §1 INTRODUCTION

1. This document, hereinafter referred to as the "Terms", sets forth the rules for using the Portal.
2. Glossary:
  - **We / GoodResto / Service Provider / Company** — Goodresto sp. z o.o., Aleje Jerozolimskie 89/43, 02-001 Warszawa, Poland, KRS: 0001124926, NIP: 7011221145.;
  - **Services** — collectively, the GoodResto Portal and any other products, features, functions or content provided by GoodResto.
  - **Portal / GoodResto Portal** — the administration interface at <https://portal.goodresto.app> or its version on the mobile application (iOS and Android), used by Venue Representative or Venue Worker to manage Venue Data, Reservations, Deposits, Tips, Vouchers and other business settings available on Portal;
  - **App / GoodResto App** — the mobile application (iOS and Android) that enables End Users to discover Venues, view menus, make Reservations, leave reviews, and interact with content;
  - **Website** — any GoodResto-hosted public web pages, including Venue-specific pages generated by GoodResto and pages accessible in goodresto.app or affiliated domains, presenting Venue data and/or including reservation technology (forms, links, widget), and/or any other products, features, or content provided by GoodResto.
  - **End User** — an individual consumer using the App or Website to search, view content or interacts in order to make Reservations, pay Tips, pay Deposits, buy Vouchers or in other way interact with App or Website.
  - **Client** — an End User that make Reservations, pay Tips, pay Deposits, buy Vouchers or in other way interact with a Venue through App or Website.
  - **GoodResto Client** — a Client, that has an account in GoodResto (App or Website).
  - **Venue Client** — a person entered to a Portal by a Venue.
  - **Venue / Restaurant / Gastronomic Venue** — a business entity who uses Services and whose information provided on Portal (i.a. menu, opening hours, contact details) is displayed in App or Websites.
  - **Venue Representative** — the owner, manager, or authorized person who register Venue on Portal, manages Venue Data, add Venue Workers and acts on behalf of the Venue.
  - **Venue Worker** — a person invited by a Venue Representative with specific access rights to manage the Venue via the Portal.
  - **Verified Profile** — a Venue profile that has been registered on the Portal by a Venue Representative and is managed by that Venue Representative or Venue Worker. Verified Profile is shown in the App with "Verified" flag and is able to use full functionality of a Portal (subject to specific subscription).

- **Unverified Profile / Generic Profile** — a Venue profile created by GoodResto based on publicly available information. GoodResto does not guarantee the accuracy of Unverified Profiles.
- **Venue Data** — all content displayed in App and on Websites about a Venue including but not limited to name, address, contact details, menus, prices, photos, allergen information, opening hours, promotions, and related metadata.
- **Reservation** — a booking request for a table at a Venue for a specified date and time with a specific number of guests and other parameters, created via the App, Website, any affiliated websites and reservation forms or via GoodResto partners.
- **Automatic Reservation** — a Reservation that is automatically confirmed by the system based on Venue configuration.
- **Manual Reservation** — a Reservation that requires explicit confirmation by the Venue Representative or Venue Worker.
- **Gastronomic Venue Registration** – the process of providing necessary data to access Services via GoodResto Portal;
- **Personal Data** — any information relating to an identified or identifiable natural person, processed according to applicable data protection laws (including GDPR).
- **Pricing** - pricing document available on the GoodResto Portal in the “Subscriptions” section
- **Marketing Consent** — an explicit opt-in given by a natural person that authorizes GoodResto or/and a Venue to send marketing communications to that person.
- **No-Show** — a Client, who fails to attend a confirmed Reservation without prior cancellation.
- **Aggregate / Anonymized Data** — statistical or analytical information derived from Personal Data that has been subjected to irreversible anonymization and cannot be traced back to an identifiable individual.
- **Additional Features** - optional features made available by GoodResto, including but not limited to Tips, Deposits, and Vouchers, which may be activated by the Venue Representative subject to acceptance of separate terms as additional subscription.
- **Tips** - a functionality allowing End Users to voluntarily provide gratuities directly to the Venue Workers via the GoodResto system.
- **Deposits** - prepayments or booking guarantees collected from End Users in connection with Reservations.
- **Vouchers** - digital or physical vouchers, gift cards, or prepaid credits offered by the Venue and purchased by End Users via App or Website.

All defined terms are capitalized throughout the Terms.

## §2 PURPOSE OF THE GOODRESTO PORTAL

The GoodResto Portal aims to enable Venue Representative or Venue Worker to manage information, menu, contact details, promotions, offers and other available data of the Venue, that are visible to End User in App and Website, as well as allow End Users to make Reservations, give Tips, pay Deposits and buy Vouchers.

## **§3 TERMS OF USE**

### **Gastronomic Venue Registration**

1. To access Services, Venue Representatives must register via a link sent by the GoodResto. Venue Representative may:
  - receive the link directly from GoodResto, if Venue is invited during personal meeting or official call or by sending a link to Venue official email address;
  - requested the registration form available at <https://portal.goodresto.app> or on <https://goodresto.app> by voluntarily providing data to be used to identify a Venue and sending a confirmation message via Venue's social media in order to confirm possibility to manage Venue's Data;
2. Registration is only available to Venue Representatives and Venue Representative declares that he has the right to represent the Venue.
3. Registration on the GoodResto Portal is free.
4. Registration requires providing an email address and setting a password.
5. The Venue is assigned to a Venue Representative.
6. To become Verified Profile, the Venue Representative completes required Personal Data and Venue Data specified on the Portal's homepage and apply for verification.
7. GoodResto on its sole discretion may check Venue's profile and assign Verify Profile to a Venue.
8. Venue may use generated and Venue personalised Websites as online business card of a Venue. During use of Services, a Venue may also use Website under its own domain.
9. Since some public information may be already added by GoodResto to the Venue profile or on Venue Representative request during registration or verification, the Venue Representative is obliged to check for all Venue Data and keep them up-to-date after registration. When registered, the Venue Representative is responsible for Venue Data that are shown in App and on Website.
10. Venue Representative invited Venue Workers and pre-sets them rights to use specific functionality of a Portal.

### **Venue Worker Registration**

1. To access Services, Venue Worker must register via a link sent by the Service Provider on Venue Representative's request;
2. Registration on the GoodResto Portal is free.
3. Registration requires providing an email address and setting a password.
4. Venue Worker have access that is pre-set by the Venue Representative.

### **Subscriptions**

1. Subscriptions (Free, Standard, Pro) may include access to multiple services offered by GoodResto. Each of these services constitutes a separate component with distinct functionality and scope of responsibility.

2. Any new Venue is initially granted with "Free" subscription.
3. Venue Representative may activate paid subscriptions via:
  - the "Subscriptions" section on Portal;
  - as effect of email confirmation mentioning period and subscription chosen.
4. **"Free" subscription** is free of charge and is always active. In "Free" subscription, the Venue can:
  - have customisable interactive menu with ability to generate it as a QR code and print it as PDF file.
  - have a manageable digital profile of a restaurant that will be displayed to GoodResto Clients in the App.
  - have Website with Venue Data that can be used as Venue business card online (also ability to use in under its own domain) - to be shown to End Users;
  - publish promotions, lunches, news in App and Website;
  - be reviewed by End Users both in App and Website.
5. In "Free" subscription there is an option to activate additional functions - Tips and Vouchers - upon
  - accepting the subscription price for function, accepting terms of service, privacy policy and transaction fees list relevant for specific function
  - accepting terms of service, privacy policy and transaction fees list of payment gateway;
  - registering to payment gateway and fulfilling all information needed for KYC and demand by relevant internal regulations and laws.
6. "Free" subscription can be modified any time on sole decision of Service Provider.
7. All paid subscriptions in the trial period can be modified any time on sole decision of Service Provider.
8. Under "Free" subscription or trial period for paid subscriptions, Service Provider may activate additional features to the Venue on trial basis and the Venue will not be charged for them.
9. As long as Venue has not been charged for Services ("Free" subscription or trial period), the Venue cannot claim compensation for the Services working not in line with Venue expectations or any additional claim connected with Services usage.
10. Service components and scope of responsibility. The Services consist of separate functional components, including in particular:
  - Website and Venue presentation features, including menus and public pages (subscription "Free"),
  - Reservation system (subscription "Standard" and "Pro"),
  - Additional Features to turn on as an option – subject to separate agreements (functions - Tips, Deposits, Vouchers).

Each component constitutes an independent service. Activation of subscription "Standard" and "Pro" primarily relates to the Reservation system to be used on Portal and visible on Website. These subscriptions do not constitute a separate paid service for Website or Venue

Data presentation features. Any claims related to Website content, menus, or public presentation shall not affect fees paid for Reservation-related subscriptions.

11. All paid subscriptions will only be activated after the Venue Representative agrees to the Pricing document available on GoodResto Portal.
12. Paid subscriptions are subject to upfront payment. A subscription becomes active once:
  - the Venue Representative buy a specific subscription with settlement option in the "Subscriptions" section on Portal or send a confirmation email with selected subscription,
  - the Service Provider issues an invoice after receiving information about selected subscription, and
  - the payment is credited to the Service Provider's account.

If the Service Provider exceptionally enables paid functions before payment was credited to Service Provider's account and it later turns out that the Venue has not made a payment (in addition cannot provide proof of payment), the Service Provider reserves the right to immediately suspend, terminate or limit access to Services until funds are credited on the account.

13. Any trial period for any subscription ends automatically unless the Venue Representative explicitly confirms continuation (by e-mail) or buy specific subscription on Portal. If no confirmation is received, all paid features will be disabled.
14. The Service Provider may, at its sole discretion, extend a trial period for unspecified time at its sole decision.
15. The Service Provider may, at its sole discretion, decide not to charge the Venue for Services that would otherwise be paid.
16. While the prices for our services are described in the Pricing document, they may be also a subject to individual agreements and may differ from the standard price. Any discounts, package deals, or special offers must be explicitly confirmed by email or written agreement. Service Provider reserves the right to offer such special pricing at its discretion.
17. **"Standard" subscription** includes:
  - Reservation system (ability to use Manual Reservation);
  - Notifications about Reservations - for Venue Representative and Venue Workers (browser, in-app, e-email), for Clients and Venue Clients (e-email);
  - Reservation history and Clients and Venue Clients base to be viewed and accessed via Portal;
  - SMS notifications for Venue Representative, Venue Workers, Clients and Venue Clients - total of 100 SMS/month to local phone numbers.
  - Ability to activate Tips, Deposits, Vouchers without additional subscription payment, upon:
    - accepting terms of service, privacy policy and transaction fees list relevant for specific function;
    - accepting terms of service, privacy policy and transaction fees list of payment gateway;
    - registering to payment gateway and fulfilling all information needed for KYC and relevant laws.
18. **"Pro" subscription** includes:
  - Reservation system (Manual Reservation and Automatic Reservation) with table management;

- for Venue Representative and Venue Workers (browser, in-app, e-email), for Clients and Venue Clients (e-email);
  - Reservation history and Clients and Venue Clients base to be viewed and accessed via Portal;
  - Priority support;
  - SMS notifications for Venue Representative, Venue Workers, Clients and Venue Clients - total of 200 SMS/month to local phone numbers.
  - Ability to activate Tips, Deposits, Vouchers without additional subscription payment, upon:
    - accepting terms of service, privacy policy and transaction fees list relevant for specific function;
    - accepting terms of service, privacy policy and transaction fees list of payment gateway;
    - registering to payment gateway and fulfilling all information needed for KYC and relevant laws.
19. In case any subscription will be withdrawn or modified, the Venue will have its subscription with bought features till the end of the period the Venue paid for, or the Venue subscription will be upgraded to the subscription with at least the same features till the end of the period the Venue paid for.
20. Additional SMS notifications:
1. SMS notifications included in the "Standard" (100 SMS/month) and "Pro" (200 SMS/month) subscriptions do not roll over to the next month.
  2. After the monthly limit is exceeded, SMS messages will be deducted from the Venue's purchased SMS pool (if available).
  3. Venue Representative may purchase additional SMS to a pool at a fixed rate (specified in Pricing) available in the bundles:
    - 500 SMS
    - 1 000 SMS
    - 2 000 SMS
    - 5 000 SMS
  4. Once no monthly allowance is available and the pool of purchased SMS is exhausted, SMS notifications will be suspended until a new SMS bundle is purchased or the monthly allowance will renew with the beginning of new month.
  5. Unused SMS cannot be returned.
21. Upgrade to a higher subscription
1. A Venue Representative may request an upgrade to a higher subscription (e.g., from "Standard" to "Pro") at any time.
  2. The upgrade will be applied to a new settlement period, based on the selected billing cycle (quarterly, semi-annual, or annual).
  3. The remaining value of the current active subscription (unused period) will be calculated on a pro-rata basis and deducted from the price of the new subscription on the invoice.
  4. The upgraded subscription will be activated only after:
    - the Service Provider issues the invoice for the new subscription,

- the Venue makes payment and it is credited to the Service Provider's account.
- 5. If the Venue Representative selects an upgraded subscription with quarterly billing, and the value of unused time in the current subscription exceeds the price of the quarter subscription (i.e., results in a negative balance), then:
  - the surplus will be applied toward future invoices within the upgraded subscription,
    - if the Venue Representative cancels or does not renew the upgraded subscription before the surplus is consumed, the Venue may be downgraded back to the previous subscription for the remaining time already paid.
- 22. Downgrade to a lower subscription. The Venue Representative may downgrade to a lower subscription (e.g., from "Pro" to "Standard" or "Free"), however:
  - the downgrade will take effect only after the current billing period expires for the higher subscription.
    - no refund or partial credit is issued for unused time in the higher-tier subscription.
- 23. Subscription prices with settlement period.
  1. Current prices for all subscriptions, along with available settlement periods (quarterly, semi-annual, annual), is available in the "Subscriptions" section on Portal.
  2. The Pricing is an integral annex to these Terms and may vary by country, local currency, applicable taxes, promotions or individual agreements.
  3. The Venue Representative agrees to the applicable pricing by selecting a specific subscription and settlement period within the Portal.
  4. The Service Provider reserves the right to update the Pricing document at any time. Such changes will not affect already paid subscription periods, but will apply to renewals or new activations.
- 24. The Service Provider reserves the right to deny or postpone subscription in cases of delayed payments, ongoing disputes, or suspected abuse of the system.
- 25. Delayed payments may result in suspension or limitation of Services.
- 26. Only one trial period is granted per Gastronomic Venue for a lifetime. Using a trial for the "Standard" subscription excludes eligibility for a trial of the "Pro" subscription, and vice versa. Re-registration, creating new accounts for the same Venue or organizational entity to regain a trial period is prohibited.
- 27. Standard trial period for "Standard" and "Pro" subscription is 1 month. GoodResto can confirm via email different trial periods for specific Venues.
- 28. If the Services are terminated by the Service Provider, unused subscription will be refunded proportionally.

#### §4 LIABILITY LIMITATION

1. Services are provided on an "as is" and "as available" basis. The Service Provider does not guarantee uninterrupted or error-free operation of the Service.
2. The Service Provider shall not be held liable for any damages, including lost profits, loss of data or business interruption, resulting from the use or inability to use the Services, except in cases of wilful misconduct.
3. The Service Provider is not responsible for any information, offers, or content provided by Gastronomic Venues via the Platform.

4. The Venue is solely responsible for the accuracy, completeness, and legality of all Venue Data provided or displayed through the Services. GoodResto may display Venue Data "as-is" and does not guarantee correctness of menus, photos, prices, availability, allergen information, or other operational details.
5. To the maximum extent permitted by applicable law, GoodResto's total aggregate liability arising out of or relating to the Services, the Portal, or these Terms, whether in contract, tort or otherwise, shall not exceed the total amount of fees paid by the Venue to GoodResto for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.
6. Each physical restaurant location using the Services is treated as a separate Venue, even if multiple Venues are operated by the same legal entity or share the same tax identification number. Fees, service access, and liability limitations apply separately to each Venue. For the avoidance of doubt, where a single legal entity operates multiple Venues, the limitation of liability specified in this section applies separately and independently to each Venue.
7. GoodResto does not commit to any specific uptime level or service availability target. Temporary unavailability of the Services, including scheduled or unscheduled maintenance, shall not constitute a breach of these Terms.

#### §5 ROLE IN RESERVATION PROCESS

1. GoodResto provides only the technical platform for submitting and transmitting Reservation requests.
2. GoodResto is not a party to any agreement between the Venue and the End User, and does not guarantee that a Reservation will be honored.
3. The Venue is solely responsible for:
  - accepting, confirming, modifying, or cancelling Reservations,
  - communicating with End Users regarding Reservation status,
  - customer service during and after the dining experience,
  - compliance with any consumer, tax, safety, sanitary, licensing or hospitality regulations.
4. GoodResto shall not be liable for any disputes between the Venue and End Users, including but not limited to: Reservation cancellations, delays, no-shows, payment matters, food quality, service quality, allergen handling, or dining experience.

#### §6 DATA PROTECTION AND CLIENTS DATA

1. Roles in Reservations.

For the purpose of processing Personal Data related to Reservations:

- GoodResto acts as the independent Data Controller in order to operate the Services, maintain the platform, and facilitating Reservation.
- Once Reservation details are transferred to the Venue (including contact information and any voluntary dietary/allergy notes), the Venue becomes an independent Data Controller for the purpose of managing, fulfilling and administering Reservations. The Venue is solely responsible for its further processing, storage, and usage.

- GoodResto and the Venue do not act as joint controllers within the meaning of Article 26 GDPR. Each party determines its own purposes and means of processing Personal Data.
  - Personal Data is shared with the Venue strictly to enable the performance of a Reservation.
2. Use Personal Data gathered from Reservations.
- The Venue may use Personal Data solely for the purpose of managing and fulfilling Reservations, including contacting Clients about the status of the Reservation.
- The Venue must not use Personal Data gained during Reservation for any additional purposes (such as marketing or profiling) unless the Client has explicitly granted Marketing Consent for such communications.

3. Marketing Consent.

Marketing consents are collected separately for GoodResto and the Venue. Providing consent to one party does not imply consent to the other.

GoodResto will clearly indicate whether a Client has provided a Marketing Consent. If the Venue chooses to send marketing communications to Client who have granted Marketing Consent, the Venue does so as an independent Data Controller and is solely responsible for:

- maintaining proof of consent,
- providing the ability to withdraw consent,
- complying with applicable data protection and anti-spam laws.

GoodResto is not responsible for any marketing or communication activities conducted by the Venue not through GoodResto.

5. Entering Venue Client.

- The Venue may manually enter Reservation or Personal Data into the Portal (including walk-in guests, phone reservations, email reservations, or any other offline interactions) for the purpose of record keeping and Reservation management.
- By entering such data, the Venue represents and warrants that:
  - (i) the Personal Data has been obtained lawfully and with a valid legal basis,
  - (ii) the End User has been informed that their Personal Data will be processed for the purpose of Reservation management within the GoodResto Services, and
  - (iii) where the Venue requests that GoodResto send any notifications (such as confirmation, reminder, change, or cancellation messages via email or SMS), the Venue has obtained the End User's authorization to receive such communications.
- For manually entered customer records, the Venue is the independent Data Controller of such Personal Data, and GoodResto processes such Personal Data solely as a Data Processor, limited to providing the technical reservation and customer record functionalities. The Venue is solely responsible for:
  - ensuring the lawfulness of collection and processing,
  - maintaining proof of consent where legally required,
  - ensuring accuracy and updates of such Personal Data.

- Any changes, corrections, notes, segmentation, labels, or internal “badges” applied to Client, Venue Clients or GoodResto Clients in the Portal are made at the Venue’s sole discretion and risk. GoodResto does not review, verify, or validate such information and shall not be liable for any consequences arising from inaccurate, incomplete, or unlawfully processed Personal Data entered by the Venue.
- GoodResto shall not be held liable for any consequences of inaccurate or unlawfully collected or stored data entered manually by the Venue.
- Personal Data entered manually by the Venue remains under the control of the Venue as Data Controller. Upon request, GoodResto shall provide the Venue with export of such data, unless prohibited by applicable law. This applies only to data introduced into the system by the Venue and does not include data collected independently by GoodResto.

#### 6. Transition of Venue Client to Client.

- A Venue Client may become a Client when makes a Reservations, pays Tips, pays Deposits, buys Vouchers or in other way interact with a Venue through App or Website. In such a case, GoodResto treats this person as a Client.
- This does not transfer ownership of the Venue Client, instead, the GoodResto becomes an individual Data Controller. Where Marketing Consent is given through GoodResto Services, such consent applies only to communications permitted under that consent and does not extend to any marketing conducted independently by the Venue unless the Venue has separately obtained such consent.

#### 7. Client database

Access to Clients data via the Portal does not constitute a transfer of ownership of database.

The Venue is granted limited access to Clients via Portal solely for the purpose of managing Reservations, unless received marketing consent.

Unless otherwise agreed, the Venue is not entitled to request bulk export, transfer, or delivery of Client databases maintained within the GoodResto system, except where required by applicable law. The Venue also is prohibited to reuse, or repurpose such data beyond the scope permitted under these Terms and applicable law.

The Venue does not entitle to:

- GoodResto Clients base,
- GoodResto Clients accounts and full reservation history across different venues,
- Clients’ behavioral data, preferences, or analytics collected by GoodResto,
- Any Personal Data beyond what is required for the specific Reservation.

Such data remains under the exclusive control of GoodResto as an independent Data Controller.

8. No sensitive data requirement.

GoodResto does not require or encourage Clients to submit allergy or health-related information. If a Client voluntarily provides such information as part of a Reservation, GoodResto will only transmit it to the Venue for informational purposes. The Venue remains solely responsible for:

- properly reviewing such information,
  - ensuring operational handling procedures,
  - on-site asking and reconfirming information provided or not provided by the Client about any food and other limitations or allergies assuming no information was received from the Client, and
  - addressing any related obligations under applicable health and safety laws.
- GoodResto is not liable for any failure by the Venue to review or act upon such information.

9. Compliance Obligation.

The Venue agrees to:

- comply with all applicable data protection laws (including GDPR),
- maintain appropriate security measures to protect Personal Data
- respond directly to data subject requests (access, correction, deletion, objection, etc.) relating to Personal Data under the Venue's control.

10. Indemnification.

The Venue shall indemnify and hold GoodResto harmless against any claims, damages, penalties, or liabilities arising from the Venue's processing or misuse of Personal Data, including any unlawful marketing, failure to handle allergy/dietary information, or failure to comply with data protection obligations.

11. The Venue confirms that it has implemented its own privacy notices, internal data protection policies, and staff procedures ensuring lawful handling of Personal Data received via the Reservations. GoodResto is not responsible for providing such internal policies to the Venue.

12. Invitation of Venue Workers.

- When the Venue Representative invites a Venue Worker to the Portal, the Venue confirms that:
  - (i) it has obtained all necessary authorizations and lawful grounds (including informing the Venue Worker) to provide the Venue Worker's Personal Data (such as email address and name) to GoodResto,
  - (ii) the Venue Worker has been informed that their Personal Data will be processed in order to create and operate their user account on the Portal, and
  - (iii) the Venue Worker acts on behalf of and under the responsibility of the Venue.
- GoodResto processes Venue Worker Personal Data solely for the purpose of providing access to the Portal and related functionalities, including sending access links, password resets, system notifications, and operational messages required to support the Venue's use of the Services.
- The Venue is solely responsible for:
  - informing the Venue Worker about the rules of Personal Data processing applicable at the Venue,

- ensuring lawful employment or cooperation relationship with the Venue Worker,
- managing and revoking Venue Worker access when access is no longer needed.
- GoodResto is not responsible for any internal decisions regarding which individuals are granted Portal access by the Venue.
- The Venue confirms that it has a lawful basis to share the Worker's Personal Data with GoodResto for account creation, including authorization to send onboarding emails and system messages.

## §7 CONFIDENTIALITY AND PROTECTION OF KNOW-HOW

1. The Venue acknowledges that the GoodResto Services, including the Portal, system functionalities, workflows, pricing logic, and technical solutions, constitute confidential information and proprietary know-how of GoodResto
2. The Venue agrees not to:
  - disclose, share, or make available any non-public aspects of the Services to third parties, including competing platforms,
  - copy, reproduce, or attempt to replicate the Services or any part of their functionality,
  - use the Services for the purpose of developing or assisting in the development of a competing product or service,
  - reverse engineer, decompile, or otherwise attempt to extract source code, structure, or underlying ideas of the Services, except where explicitly permitted by law.

This obligation applies during the term of the agreement and for a reasonable period after its termination. The Venue is responsible for ensuring that its employees, contractors, and representatives comply with these Terms. Any breach caused by such persons shall be deemed a breach by the Venue.

### 3. Enforcement

In the event of a breach of this section, GoodResto shall be entitled to:

- suspend or terminate access to the Services,
- seek injunctive relief,
- claim damages for any losses resulting from the breach.

## §8 INTELLECTUAL PROPERTY AND LICENCE

1. GoodResto is and remains the sole owner of the Portal and all Services, including but not limited to the source code, software architecture, algorithms, workflows, user interface, design, domain names, trademarks, and all other technical and intellectual property elements constituting the Services. The Venue acquires no ownership rights in the Services by virtue of using them.
2. GoodResto grants the Venue Representative and Venue Workers a limited, non-exclusive, non-transferable, revocable licence to access and use the Portal solely for the purposes set out in these Terms and for the duration of the active subscription. This licence does not include any right to sublicense, copy, modify, reverse engineer, or create derivative works of any part of the Services.

3. The Venue retains full ownership of all Venue Data uploaded or entered by the Venue into the Portal, including but not limited to photographs, menu content, descriptions, prices, and other materials constituting the Venue's intellectual property. GoodResto does not claim ownership of such content.
4. By uploading or providing Venue Data through the Portal, the Venue grants GoodResto a worldwide, royalty-free, non-exclusive licence to store, display, reproduce, and distribute such Venue Data within the Portal, App, Website, and affiliated channels, solely for the purpose of operating and providing the Services. This licence terminates upon deletion of the relevant content by the Venue or upon termination of the Venue's account, subject to any retention periods required by law or by GoodResto's operational needs (e.g. cached content, cached pages).
5. The Venue represents and warrants that it holds all necessary rights, licences, and permissions to provide the Venue Data to GoodResto and that such Venue Data does not infringe any third-party intellectual property rights, applicable laws, or regulations. The Venue shall indemnify and hold GoodResto harmless against any claims arising from the Venue's breach of this warranty.

#### §9 FINAL PROVISIONS

6. The current version of the Terms is available at <https://portal.goodresto.app> and <https://goodresto.app>
7. The Service Provider may update the Terms; Venue Representatives or Venue Worker not accepting changes should cease using the Services.
8. The Service Provider may offer referral or incentive programs from time to time. Participation in such programs is voluntary and subject to separate terms published by the Service Provider.
9. GoodResto reserves the right to suspend or permanently terminate the Venue's access to the Services at any time, with or without prior notice, in particular in the event of:
  - materially breaches these Terms,
  - provides false or misleading information during registration or at any point during use of the Services,
  - have uncomplete profile that makes it impossible to identify a legal entity that manages a Venue.
  - uses the Services in a manner that is unlawful, abusive, or harmful to GoodResto, End Users, or third parties,
  - breaches the confidentiality obligations set out in §7, or
  - becomes insolvent, is placed into liquidation, or ceases to operate as a business.
10. Upon termination of the Venue's account for any reason: (i) all licences granted to the Venue under these Terms cease immediately; (ii) the Venue's access to the Portal and all stored data is revoked; (iii) GoodResto may retain data as required by law or for legitimate business purposes, including resolution of disputes. Provisions that by their nature should survive termination (including §4, §6, §7, §8) shall continue to apply after termination

11. The Service Provider reserves the right to reject registration or do not allow to select subscription without stating a reason, particularly in case of suspicion of providing false data, intent to violate the Terms, entity that doesn't fit to GoodResto internal standards.
12. It is prohibited to share unlawful, misleading, or harmful Data on Portal.
13. All matters not explicitly governed by these Terms shall be subject to Polish law. Any disputes shall be resolved by competent courts in Warsaw, Poland, unless otherwise required by mandatory provisions of law.