Self-service subscription Terms and DPA

2026-11-12-r2-EN

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These Terms describe access to the RESTOBOT website and business platform. The service provider is Yaroslav Baran, trading as RESTOBOT (RESTOBOT Yaroslav Baran), Śląska 6, m. 14, 02-472 Warsaw, Poland; NIP 1133092409; REGON 524951267.

There are three contracting routes: self-service online subscription under these Terms and the accepted order, a short electronically signed agreement, and a full offline-signed agreement. The two signed forms have the same agreed commercial terms; the full form also contains the annex text. The signed agreement and its accepted annexes prevail in a conflict. Publishing new documents does not automatically amend existing agreements.

Workers use the personal portal under the Worker Terms (https://www.restobot.pro/worker/terms) and Worker Privacy Policy (https://www.restobot.pro/worker/privacy). Tip payers use the Tips Payer Terms (https://www.restobot.pro/tips/legal) and Tips Privacy Policy (https://www.restobot.pro/tips/privacy). Guests ordering or booking with a venue should also read the terms and privacy notice displayed on that venue's website. The venue is the supplier of its food, delivery and reservation services.

1. Service and technical requirements

RESTOBOT provides menus, ordering, reservations, customer management, loyalty, payment integrations and related administration tools according to the selected plan and contract. An internet connection and a supported, updated browser or app are required. Some features require JavaScript, necessary browser storage, email or a third-party account. Data charges imposed by your provider may apply. Features available to a particular account depend on its plan, permissions and configuration.

2. Accounts and permitted use

Business accounts must be registered by an adult authorised to represent the establishment. Keep account details accurate and credentials secure, and report suspected unauthorised access promptly. Account responsibility depends on the circumstances and applicable law; you are not automatically liable for every third-party action.

Do not use the Service unlawfully, upload malicious or infringing material, impersonate others, or bypass access controls. RESTOBOT may restrict access for a substantiated breach, security risk or legal requirement. Where lawful and practicable, we will explain the reason and allow the issue to be remedied; urgent protective action may be taken immediately.

3. Prices, payment processing and fees

Subscription prices, included services, taxes, billing periods, renewal and termination are governed by the accepted offer and, for contracted partners, the signed pricing annex. No new fee is imposed retrospectively. Any permitted price change must follow the agreement and mandatory notice requirements.

Payment service providers, including Stripe and, where enabled, LiqPay, process payments. RESTOBOT does not store full card numbers or security codes. RESTOBOT charges no transaction commission on orders, reservations or tips. Payment providers charge their own processing fees, and the venue or other recipient receives the applicable net settlement. Provider fees are distinct from the RESTOBOT subscription; who bears them depends on the agreed payment configuration and provider contract. A claim of zero RESTOBOT commission does not mean that payment processing, currency conversion, refunds or disputes are free.

Stripe Connect integrations may use direct charges on a connected account, destination charges on the platform account, or platform charges followed by transfers for pooled tips. Settlement, deductions and refunds therefore depend on the actual payment route and Stripe rules. Any fee charged to a guest must be lawful, disclosed before commitment and included in the total shown for confirmation.

For a business subscribing online without a separately signed agreement, the subscription price accepted at checkout applies for the agreed term. RESTOBOT may change the price for a subsequent billing term to reflect a documented change in taxes, service delivery costs or the service included in the plan. We will email the old and new prices, the reason and effective date at least 14 days in advance (longer if required by law). The business may decline and end the subscription before the increase takes effect without an early termination charge. An agreed fixed-term price remains unchanged throughout that term.

3a. Invoices and debt collection for self-service subscriptions

Where payment is invoiced on deferred terms, the deadline is 14 calendar days from issue. This does not postpone a prepayment or authorised recurring payment date accepted at checkout. Once payment is overdue, RESTOBOT may suspend paid access without an additional contractual reminder or grace period, preserving mandatory notice, reasons and appeal requirements.

The Partner authorises RESTOBOT to recover overdue amounts under the Agreement from its own available provider balance or by withholding up to 80% of each paid order amount belonging to the Partner, excluding tips and third-party funds. Collection cannot exceed the outstanding debt or available Partner funds and is permitted only under applicable law and the provider agreement, after obtaining any required mandates.

Every collection reduces the debt and collection stops once it is paid. This is not a new commission or a guest surcharge. RESTOBOT supplies a collection statement. An accidental overcollection is credited towards payment of the next invoice or returned by bank transfer without undue delay; if no further invoice will arise, it is returned. This adjustment does not change the service price. An unavailable collection mechanism does not discharge the debt.

For this route, “Partner” means the business accepting the order and Terms. The collection authority covers only amounts due under that order. Onboarding assistance, its timing and any price are separately agreed; missing Partner materials do not postpone the agreed charging start if RESTOBOT is ready to provide the service.

4. Reservations, card guarantees and no-show fees

An establishment may offer a free reservation, a prepayment or a card guarantee. The establishment must disclose the amount and currency, whether it is per booking or per guest, the cancellation deadline in the venue's time zone, refund conditions and the event triggering any no-show charge before the guest commits. It must obtain the necessary authorisation for saving a payment method and any later off-session charge; merely accepting a privacy notice is not payment authorisation.

For a card guarantee, Stripe stores payment credentials and RESTOBOT can store the Stripe customer, setup and payment-method identifiers, authorisation records and payment history. A saved token is personal data even though it is not a full card number. A no-show status alone is not proof of a lawful debt: the establishment must check the facts and the accepted terms before confirming a charge. Authentication may be required and a bank may decline payment.

The establishment is responsible for lawful, proportionate cancellation terms, handling disputes, correcting inaccurate attendance records and deciding refunds. Software settings cannot override mandatory consumer rights. Reservation histories, attendance and no-show records and venue-specific booking restrictions must be used only for legitimate purposes and retained no longer than necessary. Guests must be able to contest inaccurate records and ask the establishment to review a booking restriction.

5. Data protection

RESTOBOT is a controller for its own business relationships, account administration and purposes described in the Privacy Policy (https://www.restobot.pro/privacy-policy). For guest data processed on behalf of an establishment, that establishment is the controller and RESTOBOT acts under the data processing agreement. Worker profiles and tipping have their own notices. Reading or acknowledging a privacy notice is not blanket consent to all processing. Optional marketing and non-essential tracking require their own lawful permissions.

Before entrusting guest data, the business receives and accepts the DPA, version 2026-11-12-r2-EN (https://www.restobot.pro/legal/dpa/2026-11-12-r2-en.pdf), forming part of the agreement for that processing. The Privacy Policy does not replace the DPA. Download the self-service Terms and DPA (https://www.restobot.pro/legal/self-service/2026-11-12-r2-en.pdf). Retain the version accepted at checkout with the order.

6. Content and intellectual property

You retain your rights in content you provide and authorise RESTOBOT to store, display and transmit it only as needed to provide the requested Service. You must have the necessary rights and lawful basis for uploading it. RESTOBOT and its licensors retain rights in the platform. You receive a non-exclusive right to use it under the applicable contract. Restrictions on copying or reverse engineering do not override statutory rights.

Report allegedly unlawful content to support@restobot.pro with its location, an explanation and supporting information. Restrictions and complaints are handled under applicable law; these Terms do not exclude mandatory notice, reasons or redress rights.

7. Availability and liability

We provide the Service with the care required by law and the applicable contract. Maintenance, technical incidents and third-party dependencies may affect availability; agreed service levels and remedies remain applicable. We remain responsible for our own legal obligations and cannot exclude them merely because a subcontractor or payment provider is involved.

Nothing in these Terms excludes mandatory consumer rights, applicable protection of sole traders entering into a contract outside their professional specialisation, liability for intentional harm, or rights and liability under the GDPR. Any contractual limitation applies only to the extent lawful.

To the extent lawful, RESTOBOT’s total contractual liability to the Partner for all events in each successive 12-month period from the service start is capped in aggregate at 7 days of subscription fees. Calculate the cap using the price and calendar days of the billing period applicable to the first event in that contract year, multiplying the daily rate by 7; every compensation payment uses the same cap. The same calculation applies to a shorter final period. Lost profits are excluded to the extent lawful. The cap excludes intentional harm, liability under the GDPR and liability that cannot lawfully be limited, and preserves applicable consumer protection. For self-service subscriptions the contract year runs from the start of the paid service. The cap does not apply to consumers or sole traders entitled to consumer protection for this contract. A separately signed agreement governs its own liability terms.

8. Duration, termination and complaints

For self-service subscriptions, scope, price, billing period and any renewal follow the offer accepted at checkout; account registration alone does not purchase every paid plan. Cancellation prevents a further renewal under the accepted offer. No annual commitment or charge for future unordered periods is implied. A separately signed fixed-term agreement and paid access end on the agreed expiry date without automatic renewal. Monthly instalments do not turn that agreement into a renewable monthly subscription. Uninstalling an app does not replace cancellation or discharge an accrued debt.

Send complaints to support@restobot.pro (mailto:support@restobot.pro), describing the issue and providing a contact address and relevant transaction or account reference. Do not send full card numbers or passwords. We respond to consumer complaints within 14 days of receipt on a durable medium, unless a different mandatory period applies. For business customers, the complaint procedure and service levels in their signed agreement apply.

Reports to support@restobot.pro may be submitted at any time; the first response is due within 2 business days, without guaranteeing resolution within that time. Without a separate SLA there is no guarantee of uninterrupted operation or sales results. RESTOBOT performs agreed duties with due care. B2B complaints are decided within 30 days, or up to 45 days in a justified complex case after notifying the customer, preserving any shorter mandatory deadlines.

A material failure to perform a specific obligation in the Agreement or accepted plan may justify termination by the other party after an unsuccessful email notice identifying that obligation and the facts and allowing 14 days to remedy it. Mandatory statutory exceptions remain applicable. Dissatisfaction, a short-lived inconvenience or a request for new features, design or integrations outside the order is not automatically a material breach. This remedy period does not create a grace period for suspension and collection under section 3a.

9. Changes

For self-service subscriptions, amendments require a valid reason such as changes in law, security or agreed functions. The change and reason are emailed at least 14 days in advance, or longer where legally required; an adverse change may be rejected by ending the subscription before it takes effect without an early-ending charge. Section 3 governs price changes. For separately signed fixed-term agreements the accepted price and version of the terms remain in force throughout the term; material changes require a separate recorded agreement. Updating the website is not such agreement. Mandatory law applies regardless of document version.

10. Governing law and contact

Polish law applies, without depriving consumers of mandatory protection under the law of their habitual residence where that protection applies. Courts are determined by applicable jurisdiction rules; a consumer is not required to bring proceedings exclusively in Warsaw. Information about eligible consumer alternative dispute resolution bodies is available at UOKiK (https://polubowne.uokik.gov.pl/). Participation depends on the applicable rules and any agreement to use that procedure.

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Data processing agreement (DPA)

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Partner means the business identified in the signed Agreement or accepted self-service order. The same DPA applies to all three contracting routes for entrusted personal data.

1 Parties, scope and instructions

The Partner is controller and RESTOBOT Yaroslav Baran is processor for personal data entrusted to operate the Partner's venue services. Processing comprises collection, recording, storage, organisation, retrieval, transmission to authorised recipients, correction, restriction, return and deletion for orders, delivery coordination, reservations, payments, loyalty, authorised messages, support and venue reporting. It lasts for the service term and the controlled return/deletion period. The Agreement, enabled lawful configurations and subsequent written or recorded electronic instructions constitute the documented instructions, including for transfers.

RESTOBOT processes entrusted data only on those instructions unless EU or Member-State law requires otherwise; in that case it informs the Partner of the requirement before processing unless the law prohibits this. RESTOBOT immediately informs the Partner if an instruction infringes applicable data-protection law and suspends the affected instruction while the parties resolve it. RESTOBOT does not sell entrusted data or independently use it for advertising.

2 People and data categories

Data subjects: guests/customers, reservation and waitlist participants, loyalty members, persons placing or receiving orders, and Partner personnel whose details are entrusted for venue operations. Independent worker profiles and RESTOBOT's own business-contact processing are outside this processor scope to the extent RESTOBOT determines their purposes.

- Identity/contact and delivery data: names, email, telephone, delivery address and necessary delivery instructions; Telegram identifiers and relevant profile information where that channel is used.

- Orders and loyalty: purchased items, amounts, discounts, transaction and refund history, loyalty identifiers, balances, stamps, rewards and relevant communication history.

- Reservations: venue/location, date, time, time zone, party size, duration, notes, waitlist, cancellations, attendance and no-show history; status changes, timestamps, reasons, relevant actor identifiers, venue-specific allow/block entries and their review history where recorded.

- Payment metadata: provider/account identifiers, Customer ID, PaymentMethod ID or equivalent token, PaymentIntent/SetupIntent identifiers, amounts, currency, payment/charge/refund/dispute status and reconciliation references. These linked tokens are personal data; RESTOBOT does not store full card numbers or CVC for these integrations.

- Authorisation and security evidence: payment-authorisation text/version, acceptance time, IP address where recorded, necessary technical logs and access/change records. The authorisation is limited to its stated payment purpose.

The service does not require special-category or criminal-conviction data. The Partner must avoid entering such data in free text; any necessary exceptional processing requires a separately established legal basis, instructions and appropriate safeguards. Dietary notes can reveal health or religious information and must be minimised.

3 Controller duties and assistance

The Partner determines lawful purposes, legal bases, notices, permitted recipients and proportionate retention instructions; provides Articles 13/14 information; verifies payment authority; and handles data-subject requests. Starting a bot, making a reservation or accepting service terms is not automatically marketing consent. The Partner assesses legitimate interests for no-show records and any automated decisions, and conducts a DPIA where required.

RESTOBOT assists with rights requests, security, breach notifications, DPIAs and prior consultation under Articles 32-36, taking account of the processing and available information. It promptly forwards requests and does not independently reject them on the Partner's behalf. Both parties cooperate so the controller can meet statutory deadlines. Additional charges must not prevent mandatory assistance.

4 Confidentiality, security and assurance

Access is limited to authorised persons bound by confidentiality. RESTOBOT must implement and maintain risk-appropriate Article 32 measures, including access separation between venues, least privilege, secure transport, appropriate protection of stored data and tokens, backup/restoration, vulnerability management, incident handling and periodic effectiveness testing. The specific implemented measures and relevant exceptions must be documented and supplied to the Partner before processing; these obligations are subject to verification under this DPA.

RESTOBOT supplies information needed to demonstrate compliance and permits audits and inspections by the Partner or its mandated auditor. Reasonable scheduling, confidentiality and proportionate costs must not frustrate an urgent incident investigation, a supervisory authority or a statutory audit right.

5 Providers, subprocessors and transfers

The initial list of actual subprocessors must be supplied to and approved by the Partner before their processing begins. It must identify the contracting legal entity, service, data categories, processing/access countries and transfer safeguard. A vendor logo, brand or an 'EEA' label alone is insufficient. Provider roles are determined by their actual functions and agreements.

General authorisation for subsequent additions or replacements is conditional on at least 30 days' advance notice with the above information and a meaningful opportunity to object on data-protection grounds before access begins. If no safe alternative resolves an objection, the affected service may be ended without an early-termination penalty and unused prepaid fees for it are returned. RESTOBOT imposes equivalent Article 28 obligations on subprocessors and remains responsible for their performance.

Stripe or another payment provider may be an independent controller for regulated payment, fraud-prevention and identity-verification purposes. Telegram and other independently selected channels may have their own controller purposes. Roles are assessed by function and the actual contracts; no provider is automatically a processor for all activities. The Partner's own direct provider contracts are distinguished from RESTOBOT's subprocessing.

Transfers, including access from outside the EEA, require documented instructions and a valid GDPR Chapter V mechanism. Where standard contractual clauses are used, the parties assess the transfer circumstances and any needed supplementary measures. Copies or a meaningful description of the safeguards must be available. Processing locations and applicable transfer mechanisms are specified in the provider register supplied to the Partner.

6 Breaches

RESTOBOT notifies the Partner without undue delay after becoming aware of a personal-data breach, with an operational target of an initial notice within 24 hours. It must not wait to complete an investigation or use the controller's 72-hour regulatory deadline as its own waiting period. The notice contains known facts about the nature and scope, affected people/data, contact point, likely consequences and measures, with prompt phased updates when necessary. RESTOBOT preserves relevant evidence and assists the Partner's legally required notifications; the Partner makes its own controller notification decisions.

7 Retention, return and deletion

The Partner's documented schedule must set review/deletion triggers for each category, including no-show records, block-list entries, payment tokens, authorisation evidence and backups. Tokenisation does not make indefinite retention lawful. RESTOBOT must support deletion or disabling of saved-payment credentials when their authorised purpose ends, coordinated with the provider, while segregating only evidence still needed for a documented lawful claim or obligation. A controller instruction does not override the provider's separate statutory retention duties.

After the processing services end, RESTOBOT, at the Partner’s choice, returns or deletes all entrusted personal data and deletes existing copies under GDPR Article 28(3)(g). The exception covers only data whose storage is required by EU or Member-State law applicable to RESTOBOT. Only the legally required scope is retained for the required period, with purpose and access restrictions. A requirement to retain accounting documents does not justify retaining the entire guest database. When the storage obligation ends, the data are deleted. Return, deletion and treatment of backups take place without undue delay under a documented procedure; a technical schedule does not authorise indefinite retention. Completion is documented to the Partner, and protection duties continue until processing ends.

8 Independent purposes and priority

RESTOBOT separately determines necessary processing for its own billing, business contacts, account security and independent worker/tipping services as described in the applicable privacy notices and on an appropriate legal basis. The Partner cannot grant blanket GDPR consent on behalf of guests. Truly anonymous statistics are outside GDPR only after effective anonymisation; pseudonymous identifiers and linked payment tokens are not anonymous. Processor data may not be repurposed merely by calling it analytics.

This DPA does not restrict data-subject rights or supervisory powers. Any inter-party liability allocation remains subject to GDPR Articles 28 and 82 and other mandatory law.