

End User Como Terms of Service

Como AI Malta Limited ("**Como**," "**we**," "**us**," or "**our**") provides business clients, such as restaurants and retail stores ("**Business**" or "**Businesses**"), with a suite of software products and services ("**Como Solution**"), that may be provided by the Businesses to their end users (collectively, "**you**" or "**your**"). These End User Como Terms of Service ("**Terms**") govern your engagement with the Como Solution in connection with the applicable Business's offering of certain services and benefits, which may include provision of customer membership or loyalty club, mobile application, provision of informative materials, benefits, features, events, sales or promotions, all to the extent available from time to time through the Como Solution ("**Services**"). Additional terms or documents may govern your engagement with the applicable Business and/or the use of specific features or benefits and such specific terms will take precedence over these Terms. The End User Privacy Notice explains the Como's practices regarding collection, processing and transfer of any personal data, in its role as a processor on behalf of the applicable Business, which is the controller.

Please read these Terms carefully. By indicating that you agree or by using Como's Services, you assent to these Terms. Como may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms. If you do not agree to any of these Terms, please do not use the Services.

If you are registering on behalf of any entity or company, you represent that you are authorized to enter into, and bind such company to these Terms and register for the Services.

1. Services

- 1.1. Subject to these Terms, Como allows you to access and use the Services on a non-exclusive basis for your own privacy, personal, or non-commercial use.
- 1.2. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (d) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access the Services is revoked where these Terms or use of the Services is prohibited.
- 1.3. The Business is solely responsible for its use of the Como Solution and may, at any time and without prior notice, change the scope or availability of the Services, the benefits, content, and functionalities, and may add or remove features.
- 1.4. The Business is solely responsible for any communication with you and may use information that you provide to let you know about products and Services that it believes will be of interest to you and may offer you the opportunity to unsubscribe from any such messages. For more information, see the End User Privacy Notice.

2. Termination

- 2.1. Subject to applicable law, Como, or the Business, may, at any time, at its sole discretion, terminate or suspend the operation of the Services, its components, features, or any part thereof, temporarily or permanently. Efforts will be made to publish a termination or suspension notice a reasonable time beforehand. You may request termination of your account at any time by sending an email to the Business or via means provided through the Services. Upon termination, you must discontinue any use of the Services.
- 2.2. Como, or the Business, may suspend or terminate your account at any time by providing three (3) days' prior notice. In addition, Como may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate if it believes that you have abused your rights, violated the letter or spirit of these Terms, or engaged in any behavior that is fraudulent, harassing, abusive, illegal or harmful to other users, third parties, or to Como. If your account is terminated, you may not rejoin without permission.
- 2.3. To the maximum extent permitted by law, upon termination of the Services or any features provided by the Services, any benefits or rights to benefits which you have earned when using the Services will expire immediately, all, at the sole discretion of Como. To the extent a mobile application is provided as part of the Services ("**App**"), removal of the App may not automatically unsubscribe you from the Business's customer membership club, for which you should unsubscribe separately.
- 2.4. Suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

3. Use Restrictions.

- 3.1. You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Services, including framing or mirroring any part of the Site or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through the Services; (3) use the Services or content thereon in connection with any personal or commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services; (5) use or access another user's account without permission; (6) use the Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.
- 3.2. To the extent you are provided with login details as part of your use of the Services, you are solely responsible for keeping them confidential and not sharing them with any third

party. Como shall not be liable for any loss or damage arising from unauthorized access to or use of your account or benefits from your failure to keep your information confidential.

4. **Payments and Products.**

- 4.1. The Services may include an online store through which you can purchase certain goods or services ("**Products**"). In order to make purchases through the Services, you will be asked to provide customary billing information such as name, billing address and credit card information to the Businesses' third-party payment processor(s). Depending on Como's configuration, you may have the option to choose to have the Services save these details for future purchases. You hereby authorize the collection of such amounts by charging the credit card provided, via a third-party payment processor. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Please review such terms and conditions and privacy policy before using such services.
 - 4.2. Products, offerings, appointment, reservations, bookings, scheduling, dealings, transactions and interactions that may be available through the Services are customized and handled by the Business and may be supported or enabled by third parties' services linked to, embedded in or integrated with the Services (for example: e-commerce platforms, scheduling service providers, payment services providers, etc.). Como is not responsible for the Business's offerings and usage of the Como Solution or the independent actions of any of its service providers.
 - 4.3. The Services may include promotions, advertisements and commercial information. By clicking advertisements, you may be transferred to an advertiser's website and may choose to receive any other messages, information or offers from the advertiser and from others. To the maximum extent permitted by law, Como is not responsible for any of the advertisers' practices including their privacy practices, or for the content of their websites, information, messages, or offers.
5. **Intellectual Property.** Como (or the Business, subject to its agreement with Como) or its licensors, as the case may be, have all right, title, and interest in the Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Como or any third party. If you provide Como with any feedback regarding the Services, Como or its service providers may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

6. Disclaimers and Disclaimer of Warranty

- 6.1. Your use of the Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. Como does not represent or warrant that Services will be of good quality or useful for your needs.
- 6.2. COMO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE APP AND/OR SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BUSINESS DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE APP AND/OR SERVICES; (II) THAT THE APP OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 6.3. No advice or information, whether oral or written, obtained by you, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

7. LIMITATION OF LIABILITY.

- 7.1. Without derogating from any of the above, Como assumes no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. Como is not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services.
 - 7.2. IN NO EVENT SHALL COMO, ITS AFFILIATES, ITS SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS ("**INVOLVED PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, OR TERMINATION THEREOF, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION OR BENEFITS PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER THE INVOLVED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE INVOLVED PARTIES TO YOU EXCEED US\$50.
8. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, the Involved Parties and anyone acting their behalf, at your own expense

and immediately after receiving a written notice thereof, from and against any damages, losses, liabilities, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, or demand, arising from, or in connection with, your use of the Services, your breach of the Terms, your violation of applicable laws, any other terms, rules or regulations applicable to the Services, or your violation, or infringement of other persons rights, including, without limitation, the rights of any Involved Parties. You may not settle or compromise such suit without Como's prior written consent. Como may be represented in any such suit by counsel of its own choosing at its own expense.

9. **Application Marketplace.** To the extent an App is provided, the App may be subject to additional third-party terms relating to the marketplace or store from which the App was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's Terms. The following terms apply if you downloaded the App from Apple's App Store.
 - 9.1. Apple Inc. ("**Apple**") is not a party to these Terms and is not responsible for the App.
 - 9.2. Your license to use the App is not transferrable and is limited to use on iOS Products that you own or control, and as permitted by the Usage Rules in the App Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.
 - 9.3. In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.
 - 9.4. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.
 - 9.5. Apple will not be responsible for the investigation, defense, settlement, or discharge of a claim that your use of the App infringes a third party's rights.
 - 9.6. Apple and its subsidiaries are third party beneficiaries of these Terms and Apple will have the right to enforce these Terms against you as a third-party beneficiary. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
10. **Como's role.** The Services are powered by Como and are used and operated by the Business. Como is not responsible for the provision of the Services, App, Products, or Benefits to you and does not control the Business's configuration of the Services, its offerings, or its administration of its customer loyalty program. Como is not responsible for the actions of the

Business in connection with the Services or otherwise. Nothing herein or through the Services shall be considered a recommendation, endorsement, or encouragement by Como to engage with the Business in any transactions or to procure any Products.

11. **Governing Law, Jurisdiction.** These Terms shall be governed solely by the laws of the State of Delaware and the federal and state courts in Delaware shall have exclusive jurisdiction to hear any disputes arising hereunder, provided however, that Como or any Involved Parties may lodge a claim against you pursuant to the indemnification clause above, in any court adjudicating a claim, in which case the law that governs that claim shall also govern the indemnification claim against you and/or Como, the Involved Parties and its service providers may also seek injunctive relief in any court of competent jurisdiction in any country where the infringement, violation or action takes place.
12. **Miscellaneous.** In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Como or enables you to act on behalf of Como. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between you and Como pertaining to the subject matter hereof, and any and all other agreements existing between you and Como relating thereto are hereby canceled. Como may assign and/or transfer its rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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