Table Rush Service Agreement

Subscription to the restaurant management system · Personal data processing · General terms

This English text is a convenience translation. The Croatian version of the Agreement is legally binding; in case of any difference, the Croatian version prevails.

SERVICE PROVIDER

VORTEX, obrt za poslovno savjetovanje (sole proprietorship for business consulting)
owner: Petar Juraga
Bažokićeva 4, 22243 Murter, Croatia
OIB: 85959853981
MBO: 99163934
not registered for VAT (Art. 90(2) Croatian VAT Act)
e-mail: podrska@table-rush.com
tel.: +385 95 349 2474
(hereinafter: the "Service Provider")

CUSTOMER

_____
_____
OIB: _____
for the restaurant "_____"
_____.table-rush.com
represented by: _____
e-mail: _____
(hereinafter: the "Customer")

By this Agreement the parties govern their entire cooperation: use of the Table Rush service (Chapter I), price and payment (Chapter II), processing of personal data (Chapter III) and general terms (Chapter IV). Chapters I–IV and Annexes 1–3 form a single contractual whole.

Conclusion of the Agreement. The Agreement is concluded electronically: before payment, the person authorised to represent the Customer enters the company data, has access to the full text of the Agreement (a link to the PDF next to the declaration) and ticks the declaration of acceptance and of authority to represent. The Service Provider records the moment of acceptance, the version and the checksum (SHA-256) of the accepted text, the e-mail and the IP address, and delivers the Agreement to the Customer as a PDF. An Agreement concluded in this way has the same force as an Agreement signed on paper.

Relationship to general terms. The Terms of Use (www.table-rush.com/uvjeti), the Data Processing Agreement (www.table-rush.com/ugovor-o-obradi) and the Privacy Policy published on the website form a general part of this Agreement. In case of inconsistency, the following prevail in this order: a specifically agreed written provision (e.g. a special price), this Agreement, then the general terms from the website. The Agreement was drawn up in the version of 16 November 2026.

Chapter I — The Table Rush service

A system for managing reservations, guests, staff and restaurant operations

Article 1 — Subject matter

The Service Provider grants the Customer the right to use the Table Rush service (software as a service) for the restaurant named in the header, for the duration of the subscription. The service is provided over the internet (web application and the "Table Rush za restorane" (Table Rush for restaurants) apps for iPhone and Android) and does not include delivery of software into ownership. The service is intended exclusively for

business entities; the Customer confirms that it does not act as a consumer within the meaning of the Consumer Protection Act.

Article 2 — Agreed service and price

Service	**Table Rush — every feature included**
Price	**no fixed monthly fee — billed per realized reservation under the Offer the Customer accepts (as standard €1.00 per realized reservation, at most €149.00 per month per venue)**
Realized reservation	**a confirmed reservation whose time has passed and whose guest was not marked as a no-show; no-shows, cancelled and declined reservations and walk-in guests are not charged**
Billing	**monthly, at the start of the month for the previous month, by charging the card from sign-up**
Setup costs and trial	**no setup costs and no trial period — the service is available immediately, and nothing is charged until the first realized reservation**
Staff accounts	**unlimited**
Locations	**1 (for several locations, each location has its own Agreement)**
Support response	**1 working day**

The service includes:

- reservations and a public reservation page in 4 languages, links per source, opening hours, closed days, capacity and booking-slot pacing
- guest messages (WhatsApp from the Customer's own number, e-mail, SMS pay-per-use): confirmations, rejections, reminders, inbox for replies
- table plan, guest database, analytics, the "Table Rush za restorane" (Table Rush for restaurants) apps (iPhone, Android, web) with push notifications
- shifts, roster and absences, Sati rada (Working hours) with clock-in/clock-out, operational tasks, agreed menu, daily sheet
- marketing campaigns (WhatsApp and e-mail), guest tags, reviews and replies, waiting list
- audit log with differences, staff device view "Uživo" (Live), AI assistant and AI phone assistant (pay-per-use)
- card guarantees and no-show fees (on the Customer's own Stripe account), no-show risk assessment
- ticketed events, gift vouchers, online orders (Article 5a), fiscalisation of online payments on behalf of the Customer
- own domain for the booking page, API and webhooks, priority support

The price per realized reservation and the monthly maximum apply under the Offer the Customer accepted; they change only with a new Offer the Customer accepts, subject to the guarantee in Article 16. The number of billable reservations is visible to the Customer in the app.

Article 3 — Start of use

The service is available immediately upon acceptance of the Agreement, with no setup costs and no trial period: nothing is charged until the first realized reservation. The card is entered at sign-up for the monthly billing under Article 13. The Customer may cancel at any time (Article 27); only reservations realized until termination are charged.

Article 4 — What is included in the system price

- **Hosting and availability** — the system, the public reservation page and the apps are continuously available (Article 10).
- **Maintenance and bug fixes** — the Service Provider fixes all technical errors at no additional charge.
- **New features** — all upgrades the Service Provider develops for all customers are provided to the Customer at no extra charge, within its plan.
- **Technical support** — by e-mail (podrska@table-rush.com), by phone (+385 95 349 2474) and in the app; response within 1 working day (working days: Monday–Friday, except public holidays in the Republic of Croatia); by phone on working days from 9:00 to 17:00.
- **E-mails to guests** — all automatic e-mail messages (confirmations, reminders, changes and cancellations), review requests and e-mail campaigns up to 10,000 messages per month.
- **Secure storage and data export** — data is stored in the EU; the Customer can export it at any time.

Article 5 — Pay-per-use services

SMS messages, AI assistant conversations, AI text suggestions and “Pitaj podatke” (Ask your data), AI phone assistant minutes, the monthly rental of the AI phone number, call transfer to a person in the restaurant, and e-mail campaigns above 10,000 per month are charged by usage, from the first unit, according to the price list in **Annex 1**. The Customer accepts the price list when concluding the Agreement (a separate consent on the sign-up form). The services work only up to the monthly usage amount, which is €50.00 by default and which the Customer’s owner or director changes in the app (Postavke → Potrošnja (Settings → Usage)); the monthly rental of the AI phone number is charged while the AI phone assistant is switched on. Consent may be withdrawn at any time in the same menu, with effect for further usage; those services then do not work and nothing is charged.

WhatsApp messages are sent from the Customer’s own WhatsApp Business number; conversations are charged to the Customer directly by Meta according to its price list, not by the Service Provider.

Article 5a — Online orders

- **Activation.** Online ordering is included in the service, at no extra monthly fee, with no per-order fee and no commission: the Service Provider charges no percentage or fee on online orders (they do not count as realized reservations), and the guest pays no service fee either. The feature covers the ordering page, menu, pick-up and delivery, and payment by card or cash. The Customer enables it in the app (Settings → Online orders) after accepting these terms; the version and time of acceptance are recorded.
- **Orders paid by card.** Payment goes directly to the Customer’s Stripe account. The amount is only reserved when the order is placed and is charged when the Customer accepts the order. If the Customer rejects the order or the response deadline expires, the reservation is released. Stripe charges the Customer directly only its own card processing cost (Article 6); the Service Provider keeps no part of the amount of any order.
- **Orders paid in cash.** The guest pays the Customer on pick-up or delivery; the Customer issues the receipt on its own till. The Service Provider charges nothing for cash orders.
- **The Customer is the seller.** The contract for the sale of food and drinks is concluded between the guest and the Customer. The Customer is responsible for the menu, prices, allergens and ingredient information (Regulation (EU) No 1169/2011), food safety and quality, preparation time, delivery (own staff; the Service Provider has no delivery service or couriers of its own), invoices and tax obligations, and for the guest’s rights as a consumer. The Service Provider is a technical provider and is not a party to the sale.
- **Fiscalisation.** For card orders, if the Customer has enabled fiscalisation (Article 6), the invoice is issued in the name and on behalf of the Customer; for cash orders the Customer issues the invoice on its own till.

Article 6 — External accounts and services of the Customer

Certain features work through accounts that the Customer opens and connects itself, under the terms of those providers. The following applies to them:

- **WhatsApp Business (Meta)** — the Customer is responsible for the content of messages and for compliance with the rules of the WhatsApp Business platform on its number.
- **Guest payments (Stripe)** — card guarantees, no-show fees, tickets, gift vouchers and food orders are charged to the Customer's own Stripe account. The Customer is the seller and is responsible for prices, terms, guests' rights, invoices and tax obligations. The Service Provider takes no commission on card guarantees, no-show fees, tickets, gift vouchers or online orders. Only Stripe's card processing cost is passed on to the Customer at cost (1.5% + €0.25 for cards from the European Economic Area, 3.25% + €0.25 for other cards) and deducted from each card payment; the amount is shown next to every payment in the app. The Service Provider does not hold or transfer guests' money and is not a payment service provider.
- **Fiscalisation (optional)** — if the Customer uploads its own FINA fiscal certificate and enables this feature, the Service Provider issues invoices for online payments in the name and on behalf of the Customer and submits them to the Tax Administration as a technical intermediary; the Customer remains the issuer of the invoice and the taxpayer, and is responsible for the business premises and payment device designations, tax treatment, the operator's OIB and the validity of the certificate. The certificate and password are stored encrypted and are deleted when the Customer removes them or the subscription ends.
- **Own domain** — the Customer owns the domain and is responsible for its DNS settings and renewal.
- **POS Bridge** (by separate arrangement) — a program on the Customer's cash-register computer that copies printed receipts and links them to reservations; it does not change the printing or the fiscalisation of the cash register.
- **API and webhooks** — data that the Customer sends to third parties via the API or webhooks is sent by the Customer as controller, and the Customer alone is responsible for that further processing.

Article 7 — Display of the restaurant, promotion and Table Rush marketing, reviews and Table Rush Gold

Promotion is part of the service. Table Rush creates and publishes promotional content for its restaurants in order to bring them guests. The Customer grants VORTEX, for the duration of the Agreement, a non-exclusive, royalty-free and territorially unlimited right to use and publish the restaurant's name, logo and trademark, photographs, videos, description, menu, prices, opening hours, average rating and reviews, and other content that the Customer enters or provides to us:

- in the "Table Rush za goste" (Table Rush for guests) app, on www.table-rush.com and in the app descriptions in the app stores;
- on Table Rush's social networks and channels (e.g. Instagram, Facebook, TikTok, LinkedIn, YouTube) and in Table Rush e-mails;
- in paid advertisements (e.g. Meta, Google);
- in presentations, offers, case studies and press releases, including naming the restaurant as a Table Rush customer.

Manner of publication. Table Rush may adapt the content to the publication format (cropping, size, translation, captions and graphic editing), but may not change its meaning or show it in a bad light. It may tag the restaurant's social media accounts and link to its booking or ordering page. Table Rush decides whether, when and where to publish content. Table Rush does not commit to any particular number of posts or reach.

Photo and video shoots and own content. Photographing or filming in the restaurant for Table Rush's

purposes is agreed with the Customer in advance. The same rights as above apply to that content.

People in the content. The Customer warrants that it holds the rights to the content it provides, including the consent of employees and other persons who can be recognised in it. Table Rush does not publish recognisable guests of the restaurant without their consent.

Correction and removal. The Customer may request the correction or removal of an individual post that is inaccurate or harms it (podrska@table-rush.com). We remove or correct such a post within 7 days.

After the Agreement ends. We stop new posts and advertisements. At the Customer's request, we remove existing posts within 30 days; an archived display that has already been published and that we cannot remove (e.g. shares by other users) is not considered a breach.

Indicators. The Service Provider may temporarily hide a restaurant (e.g. while its profile is incomplete or for a breach of the Agreement). The restaurant may be shown together with its average rating and reviews, the number of reservations that day, the "Izbor gostiju" (Guests' choice) badge (an average rating of at least 4.5 from at least 10 reviews in the last 365 days) and the "Novo" (New) badge (the first 45 days on Table Rush).

Reviews. A review can be left only by a guest who actually visited the restaurant, via the link sent after the visit. The Customer may reply publicly to reviews and report an unlawful or untrue review; the decision to hide a review is made exclusively by the Service Provider, without delay and with a statement of reasons (Digital Services Act). The Customer may block a guest, after which that guest can no longer leave reviews or book online.

Table Rush Gold. Guests with an account in the guest app collect points for visits to restaurants on Table Rush. The Customer agrees that, for this purpose, the Service Provider uses solely the information whether a reservation made with the confirmed e-mail address of the guest's account was marked as arrived (date and restaurant), and that the Customer's staff see on the waiting list a "Gold" marker (yes/no), without points and without the guest's history. The only monetary reward of the programme is the Gold credit under Article 7a; other rewards that would be redeemed in the Customer's restaurant are introduced only with the Customer's separate consent and do not bind it without that consent.

For the data in this Article (the guest's account in the app, points, reviews and indicators), the Service Provider is an independent controller under the Privacy Policy. The Service Provider never sells the Customer's guest database, does not give it to other restaurants and does not use it for its own marketing messages.

Article 7a — Table Rush Gold credits

- A guest who collects 1,000 points in the Table Rush Gold programme can exchange them for a €10.00 credit ("Gold credit") with a single-use code valid for 12 months.
- The restaurant accepts a Gold credit as payment of up to €10.00 of the guest's bill by entering the code in Table Rush OS (Vouchers) before charging. A code can be redeemed only once; the guest pays the rest of the bill as usual. A Gold credit is not paid out in cash.
- Table Rush pays the restaurant back €10.00 for every Gold credit redeemed. Redeemed credits are settled monthly; the Customer receives a refund statement by e-mail, and the amount is set off against the amount payable on the next Table Rush invoice (the Table Rush invoice still states the full service amount). If the refund exceeds the next invoice, the difference is carried to the following invoices and, at the Customer's request, paid to its bank account within 15 days.
- The restaurant must not refuse a valid Gold credit while the subscription is active, nor demand a surcharge because of it. A credit cannot be redeemed by a person employed at the same restaurant.
- Table Rush may change or discontinue the Gold credit programme with 30 days' notice to the restaurants; credits already issued remain valid until they expire.

Article 8 — Staff accounts and the Customer's responsibility

- The account is opened by a person authorised to represent the Customer. The Customer is responsible for all actions under the staff accounts it has opened, for keeping passwords and PINs safe, and for the accuracy of the data about the restaurant and the company.
- The Customer is responsible for the accuracy of opening hours, capacity and other settings that determine what guests can book, as well as for the content the AI assistant uses in replies to guests. A reservation made through the AI assistant is a request that the Customer confirms in the same way as a reservation from the form.
- **Working-time records.** Shifts, absences and Sati rada (Working hours) (including clock-in/clock-out) are a tool for the Customer as employer. The Customer is responsible for the compliance of the records with labour regulations and for the accuracy of the entries it approves; the Service Provider does not warrant that the records are sufficient for all of the Customer's statutory purposes.
- **The "Uživo" (Live) feature.** Before first switching on the view of staff screens, the Customer must notify employees in writing about the monitoring, its purpose and duration, and act in accordance with regulations on employee privacy.

Article 9 — Permitted use

The Customer uses the service only for its own restaurant, without resale, copying, automated data extraction or attempts to access other customers' data. Marketing messages are sent only to guests who have consented to them. The Customer must not use the service to send unlawful, offensive or misleading content.

Article 10 — Availability

The Service Provider endeavours to keep the service available 24 hours a day, 7 days a week. Planned maintenance is announced in advance and carried out, as far as possible, outside the restaurant's peak hours. An agreed availability level (SLA) exists only when specifically agreed in writing (Custom plan). The Service Provider is not liable for interruptions caused by third parties beyond its reasonable control (Meta, telecom operators, Stripe, Apple, Google, hosting providers).

Article 11 — Support access

Table Rush staff access the Customer's data only when this is necessary to provide the service: for support, fixing faults, maintenance and checking that the system works correctly, and without a specific request from the Customer where the proper functioning of the service requires it. Only authorised Table Rush personnel bound by confidentiality have access, through a dedicated support account with two-step identity verification, and every such access is recorded.

Chapter II — Price and payment

Article 12 — Price

The system price is billed per realized reservation (Article 2): under the Offer the Customer accepted (as standard €1.00 per realized reservation, at most €149.00 per month per venue). No-shows, cancelled and declined reservations and walk-in guests are not charged. If a special price has been agreed with the Customer in writing or by e-mail, that price applies. The Service Provider is not registered for VAT (Art. 90(2) Croatian VAT Act), so VAT is not charged; the agreed amounts are final, with the exception in Article 16.

Article 13 — Method of payment and invoices

- The system price is billed monthly in arrears: at the start of each month an invoice is issued for the reservations realized in the previous month, by charging the card or other means of payment that the

Customer enters in Stripe. Card data does not pass through the Service Provider's systems.

- Usage under Article 5 is charged with the next subscription invoice, in separate line items; for an annual subscription, with a separate monthly invoice.
- Invoices are issued by VORTEX (the sole proprietorship); they are available in the app (Postavke → Naplata (Settings → Billing)) and delivered by e-mail. At sign-up the Customer enters the company OIB, which is stated on the invoice.

Article 14 — Failed payment

If a charge fails, the service continues to work normally for another 3 days, with notifications by e-mail. After that the account switches to read-only mode (data remains, new guest reservations are not accepted) until payment is restored. If payment fails for more than 60 days, the Service Provider may terminate the Agreement with notice by e-mail.

Article 15 — Seasonal operation

If the restaurant operates seasonally, the Customer enters the period of operation at sign-up or in the app (Postavke → Restoran → Sezonski restoran (Settings → Restaurant → Seasonal restaurant)); at the Customer's request the Service Provider may also enter it. Outside that period guests cannot book for closed days, and the subscription is paused automatically and nothing is charged; it resumes on the day of reopening. Staff can use the system during the pause as well (e.g. season preparation and reservations for the period of operation).

Article 16 — Price changes, VAT and change of legal form

- **Price guarantee.** The price per realized reservation and the monthly maximum from Article 2 do not change during the first 12 months from the conclusion of the Agreement. After that the Service Provider may change them with notice by e-mail and in the app at least 60 days in advance; until the new price applies, the Customer may cancel the Agreement without any fee.
- **The usage price list** (Annex 1) changes only with the new consent of the Customer's owner or director in the app; until then the accepted prices apply.
- **VAT and change of legal form.** If the Service Provider enters the VAT system — by operation of law or by transferring the service to the company Table Rush d.o.o. — VAT will be added to the agreed amounts in accordance with applicable regulations. This is the only case of an increase in the invoice amount: the net price remains unchanged, and for a Customer in the VAT system the VAT charged generally constitutes deductible input VAT.

Article 17 — Special requests

Upgrades developed for all customers are free of charge. Features built solely for the Customer's needs, on-site onboarding and special integrations are charged additionally, according to an offer that the Customer has accepted in writing beforehand.

Chapter III — Personal data processing

In accordance with Article 28 of the General Data Protection Regulation (GDPR, EU 2016/679)

In this Chapter the Customer acts as **controller** and the Service Provider as **processor**, for the personal data that the Service Provider processes on behalf of the Customer in providing the service under Chapter I. The exceptions are the data under Article 7 (guest app, reviews, Table Rush Gold) and data about the Customer itself and its subscription, for which the Service Provider is an independent controller.

Article 18 — Subject matter, nature, purpose and duration

The Service Provider processes personal data solely to provide the service: reservations, communication with guests, table plan, guest database, waiting list, reviews, gift vouchers, tickets, online orders and guest payments, fiscalisation of online payments when the Customer enables it, AI assistant and AI phone assistant, linking receipts from the cash register (POS Bridge), shifts, absences and Sati rada (Working hours), operational tasks, the “Uživo” (Live) view of staff screens, audit log and analytics. The processing lasts for the duration of the Agreement and until the obligations under Article 26 are performed.

Article 19 — Categories of data subjects and types of data

Data subjects	Types of data
The Customer’s guests	name, phone, e-mail; date, time, number of people, note, place, occasion and source of the reservation; history of visits and arrivals; staff tags and notes; marketing consent; messages and delivery status; ratings and reviews; conversations with the AI assistant and transcripts of phone conversations with the AI assistant; data on a card guarantee (without the card number); cash-register receipts linked to a reservation (amount, items, waiter, time); guest block; delivery address and location, content of the order
Buyers and recipients of gift vouchers and tickets	name, e-mail, amount, voucher code and balance, tickets
The Customer’s staff	name, username, e-mail, role and permissions, password (in an unreadable form) and PIN; log-ins, devices, push tokens; audit log of actions; shift roster, absences and their type; clock-ins, clock-outs and Sati rada (Working hours); screen view via the “Uživo” (Live) feature

Article 20 — Special categories of data

Guests. The note fields on a reservation and on a guest (and the agreed-menu field) allow the entry of allergies and dietary restrictions, which are data concerning health (Art. 9 GDPR). The parties agree: (a) such data is entered by the guest personally or by staff at the guest’s express request, solely for safe service; the Customer is responsible for the legal basis and proof of consent; (b) no other health data or other special categories of data are entered; (c) only logged-in staff members who need it for their work have access; (d) such data is not used for marketing, segmentation or profiling of guests; (e) it is deleted without delay at the guest’s request, and at the latest when the purpose ceases. At the Customer’s request the Service Provider disables or reshapes the note fields.

Staff. The type of absence (e.g. sick leave, maternity leave) may reveal data concerning an employee’s health. Those types are visible only to the employee concerned and to managers; the rest of the team sees only that the employee is absent. The Customer processes such data as employer, on the basis of labour regulations.

Article 21 — Instructions and obligations of the Customer

The Service Provider processes data solely on the Customer’s documented instructions, which consist of this Agreement and the settings that the Customer switches on or off in the app, including instructions on transfers to third countries, unless an obligation to process arises from EU law or the law of a Member State (of which the Service Provider informs the Customer in advance, unless prohibited). If the Service Provider considers that an instruction infringes data protection regulations, it informs the Customer immediately. The Customer warrants that a valid legal basis exists for the processing, that it provides guests and staff with a notice about the processing (the template privacy policy for the reservation page is generated by the app and confirmed by the Customer), and that it collects and documents the necessary consents.

Retention. Guest data is deleted or anonymised 36 months after the last visit (the Customer can change the period in the settings); AI assistant conversations after 90 days; technical records (audit log, log-ins, message statuses) after 24 months; the delivery address and location are deleted from an order after 12 months; data of buyers and recipients of gift vouchers is anonymised 12 months after the voucher expires or 24 months after it is redeemed.

Article 22 — Obligations of the Service Provider

- ensure that persons authorised to process are committed to confidentiality;
- implement the technical and organisational measures under Art. 32 GDPR set out in **Annex 3**;
- assist the Customer in responding to data subjects' requests (access, rectification, erasure, restriction, portability, objection); for this the app offers export of a guest's data and "Obriši gosta iz baze" (Delete guest from the database), and a request that reaches the Service Provider directly is forwarded to the Customer without delay;
- assist the Customer in meeting its obligations under Arts. 32–36 GDPR, including the impact assessment and prior consultation with the Croatian Data Protection Authority (AZOP);
- make available all information necessary to demonstrate compliance and allow audits by the Customer or an auditor authorised by it, with reasonable prior notice and while preserving the confidentiality of other customers' data.

Article 23 — Sub-processors

The Customer gives a general authorisation for the sub-processors listed in **Annex 2**. For every addition or replacement of a sub-processor the Service Provider informs the Customer by e-mail at least 30 days in advance; within that period the Customer may lodge a reasoned objection and, if the objection is not resolved, terminate the Agreement in the part affected by the change, without a fee. The Service Provider imposes the same data protection obligations on each sub-processor and is liable to the Customer for their performance. Transfers outside the EEA are based on the European Commission's adequacy decision for the EU–US Data Privacy Framework (Implementing Decision (EU) 2023/1795) or on standard contractual clauses (Implementing Decision (EU) 2021/914).

Article 24 — Personal data breach

The Service Provider notifies the Customer of a personal data breach at its own premises or at a sub-processor without undue delay and at the latest within 48 hours of becoming aware of it, with the information it has (nature of the breach, categories and approximate number of data subjects and records, likely consequences, measures taken and proposed), and supplements it as soon as more becomes available. If the breach concerns data under Article 20, the notification is given as a priority and contains an assessment of the risk to data subjects.

Article 25 — Support access and health data in messages

Support access is governed by Article 11. Data under Article 20 is not sent to guests via WhatsApp, SMS or e-mail in marketing messages.

Article 26 — Deletion and return upon termination

Upon termination of the Agreement the Customer's data remains available for export for 30 days and is then permanently deleted, including backups within their cycle (at the latest 90 days), except for data that the Service Provider must retain by law. The Customer must export the fiscalised invoices issued in its name (Postavke → Fiskalizacija → Izvoz (Settings → Fiscalisation → Export)) before those 30 days expire and keep them itself for the statutory period; it receives an e-mail reminder about this.

Chapter IV — General terms

Article 27 — Duration and termination

The Agreement is concluded for an indefinite period, with no minimum commitment period. The Customer may cancel it at any time in the app (Postavke → Naplata → Upravljaj pretplatom (Settings → Billing → Manage subscription)) or by e-mail; the service remains available until the end of the paid period, and the amount paid for the current period is not refunded, except in the cases under Articles 16 and 30. There is no contractual penalty.

Article 28 — Termination by the Service Provider

The Service Provider may terminate the Agreement with notice by e-mail if the Customer uses the service contrary to the law, this Agreement or the rules of the WhatsApp Business platform, or in the case under Article 14. In serious cases (e.g. sending unsolicited messages, attempting to access other people's data) the Service Provider may immediately restrict access temporarily, of which it immediately informs the Customer.

Article 29 — Liability

The Service Provider is not liable for indirect damage or lost profit. The Service Provider's total liability under this Agreement is limited to the amount of the system price that the Customer paid in the last 12 months. The limitations do not apply to damage caused intentionally or by gross negligence, nor to damage resulting from injury to life, body or health. The Service Provider is not liable for the content of the menu, allergens, quality, preparation and delivery of food, or for guests' claims against the Customer; the Customer indemnifies it against third-party claims arising from those circumstances. For damage resulting from breach of data protection regulations each party is liable in accordance with Art. 82 GDPR.

Article 30 — Amendments to the Agreement

Amendments to this Agreement (except the price, to which Article 16 applies) are announced by the Service Provider by e-mail and in the app at least 14 days before they take effect; the new version is available in the app with changes marked. If an amendment is to the Customer's detriment, the Customer may terminate the Agreement without a fee until the day it takes effect and, for an annual subscription already paid, receives a pro rata refund for the remaining period. Amendments required by law or by a decision of a competent authority may take effect earlier.

Article 31 — Intellectual property and confidentiality

The software, design and documentation of the Table Rush service remain the property of the Service Provider; the Customer acquires only the right of use under this Agreement. The data of the Customer and its guests belongs to the Customer. The parties keep as a trade secret the other party's confidential information learned during the cooperation, also after the Agreement ends.

Article 32 — Transfer of the Agreement

The Customer agrees that the Service Provider may transfer the Agreement to the company Table Rush d.o.o. or another legal successor that takes over the service, with notice by e-mail at least 30 days in advance. The Agreement continues with the legal successor without changes to the Customer's detriment (with the exception of VAT under Article 16).

Article 33 — Notices

Notices are delivered by e-mail: to the Customer at the owner's e-mail from the account (the Customer keeps it updated in the app), and to the Service Provider at podrska@table-rush.com; for data protection and Digital Services Act matters at privatnost@table-rush.com.

Article 34 — Governing law and disputes

This Agreement is governed by the law of the Republic of Croatia, and the processing of personal data by the GDPR and the Act on the Implementation of the General Data Protection Regulation (Official Gazette 42/2018). The parties will first try to resolve a dispute amicably; if that fails, the court with subject-matter jurisdiction in Šibenik has jurisdiction.

For the Service Provider
Petar Juraga · VORTEX
confirmed electronically

For the Customer
_____ · _____
accepted electronically before payment

Annex 1 — Price list of pay-per-use services

Prices exclude VAT (VAT is not charged), valid on the date of conclusion of the Agreement

Service	Price
SMS message to a guest	0.12 € per message
AI assistant — conversation with a guest (web, chat)	0.10 € per conversation
AI text suggestions and “Pitaj podatke” (Ask your data)	0.05 € per suggestion
AI phone assistant	0.25 € per minute
AI phone number (monthly rental, while the assistant is enabled)	10.00 € per month
Call transfer to a person in the restaurant (only if the Customer chooses it)	0.60 € per minute
E-mail campaigns above 10,000 per month	0.002 € per e-mail
Online orders	no commission, included in every plan

The price list is accepted when the Agreement is concluded; the services work up to the monthly limit (€50.00 by default, changed in Postavke → Potrošnja (Settings → Usage)). The Customer pays WhatsApp conversations directly to Meta.

Annex 2 — Sub-processors

Sub-processor	Purpose	Location / transfer
Supabase, Inc.	database, authentication, file storage, server functions	AWS eu-west-1 (Ireland); access from the USA for support — SCC
Netlify, Inc.	delivery of websites and apps (hosting/CDN)	USA — DPF / SCC

Cloudflare, Inc.	protection and routing of traffic in front of server functions	USA — SCC
Resend, Inc.	sending e-mail to guests and the Customer	sending from the EU region; USA — SCC
Infobip Ltd. / Infobip d.o.o.	SMS messages and the AI assistant's phone number (when the Customer uses them)	Croatia / UK — adequacy decision
Twilio Ireland Ltd.	backup SMS provider (only if enabled)	Ireland / USA — SCC
Anthropic PBC	AI assistant, AI text suggestions, "Pitaj podatke" (Ask your data) (when the Customer enables them); no model training	USA — SCC
Eleven Labs Inc.	AI phone assistant: speech-to-text and text-to-speech (audio is not stored)	USA — DPF and SCC
Meta Platforms Ireland Ltd.	WhatsApp messages from the Customer's number (if it connects one)	Ireland / USA — DPF
Google Ireland Ltd. (Firebase Cloud Messaging)	push notifications to staff and guests	Ireland / USA — DPF and SCC
Apple Inc. (Apple Push Notification service)	push notifications to iOS devices	USA — DPF
komoot GmbH (Photon, OpenStreetMap)	address search and road-distance calculation for delivery (pin location, without the guest's name)	Germany — EEA
FOSSGIS e.V. (OSRM project server, OpenStreetMap)	address search and road-distance calculation for delivery (pin location, without the guest's name)	Germany — EEA
Google Ireland Ltd. (Google Maps Platform)	address search and road-distance calculation for delivery (pin location, without the guest's name), when enabled	Ireland / USA — DPF and SCC

Stripe processes guests' cards on the Customer's own Stripe account and acts there as the Customer's processor, not as a sub-processor of the Service Provider. The current list is always published at www.table-rush.com/ugovor-o-obradi.

Annex 3 — Technical and organisational measures (Art. 32 GDPR)

- **Storage location:** database and authentication in the European Union (AWS eu-west-1, Ireland).
- **Isolation per restaurant:** Row Level Security rules at database level — one restaurant cannot read another's data, even through an error in the application.
- **Encryption in transit:** all traffic exclusively over TLS (HTTPS).
- **Role-based access control:** staff see only what their role allows; sensitive actions on shared devices require a personal PIN; sick leave and other types of absence are visible only to the employee and managers.
- **Audit log:** changes, deletions and exports are recorded (who, what, when), including support access by the Service Provider.
- **Support access:** authorised Table Rush personnel, through a dedicated support account that closes itself after 8 hours; signing in requires two-step identity verification (Face ID or a code). Every access is

recorded in the Customer's "Revizija" (Audit log) as "Table Rush podrška" (Table Rush support), with the time and the changes; Table Rush internally records which person accessed the data and discloses this to the Customer on request.

- **Secrets and certificates:** access keys of external services only in the server-side secret store; the fiscal certificate and password are encrypted (AES-256-GCM, a key per restaurant), never in logs; POS Bridge devices are stored only as a token hash.
- **Public surfaces with limited permissions:** the reservation page, the guest app and the AI assistant can only create a reservation or an enquiry, without reading anyone else's data; the AI assistant's IP address is stored only as a one-way hash with a daily-changing salt.
- **Backups:** automated database backups (Supabase).
- **Limited retention:** automatic deletion and anonymisation under Articles 21 and 26, by a daily job.