

ChattingMenu Terms of Service for Restaurant Owners

Last Updated: September 23, 2024

1. Acceptance of Terms

Thank you for choosing ChattingMenu, the AI-powered chat service designed to enhance the dining experience at your restaurant. This Terms of Service agreement ("Agreement") is between Mehonal Niagara Web Design and the purchasing restaurant ("Restaurant" or "You"). By purchasing ChattingMenu ("Service"), you agree to be bound by this Agreement. Please read these terms carefully.

By purchasing or using ChattingMenu, you agree to comply with and be bound by this Agreement. If you do not agree to these terms, you may not purchase or use the Service.

2. Description of the Service

2.1 Description of ChattingMenu:

ChattingMenu is an AI-powered Service that allows restaurant customers to interact with your digital menu via a web page that offers a menu and a chat interface for sending messages to the service to get information regarding the menu. The Service enables customers to:

- Explore menu items, including dietary information and ingredients
- Receive personalized recommendations

2.2 Agreement Scope:

This Agreement governs your use of ChattingMenu as the purchasing Restaurant and sets forth your rights and obligations related to its installation, customization, and usage within your establishment.

3. License to Use the Service

3.1 Grant of License: Upon purchasing the Service, we grant you a non-exclusive, non-transferable, revocable license ("License") to use the Service at your restaurant location(s) for the purposes of enhancing customer experience with your menu.

3.2 Restrictions:

You may not:

- Use the Service for any unlawful purpose or in violation of any applicable laws.
- Modify, copy, or create derivative works based on ChattingMenu.
- Share, sublicense, or sell access to the Service to third parties without prior written consent from us.
- Use the Service in an ill-intended manner. This includes, but is not limited to, activities that may harm other users, violate any laws, or undermine the integrity of the Service.

3.3 Term: This license is valid for the duration of your subscription or agreed contract period, and it may be terminated earlier as outlined in Section 9.2 and Section 13 below.

4. Restaurant's Responsibility

4.1 Menu Content Responsibility:

You, the Restaurant is solely responsible for providing accurate, detailed, and up-to-date item names and descriptions of all items listed on the menu. This includes, but is not limited to, the precise listing of ingredients, pricing, dietary considerations (e.g., gluten-free, vegan), allergens, and any other relevant information.

4.2 Errors and Omissions:

Any errors, omissions, or misleading descriptions in the menu content that cause issues for customers—such as allergic reactions, incorrect pricing, or customer dissatisfaction—are the sole responsibility of the Restaurant.

4.3 Liability Disclaimer:

Mehonal Niagara Web Design is not liable for any claims, damages, or losses that arise from inaccuracies or incomplete information provided by the Restaurant's menu. The Restaurant accepts full responsibility for any consequences resulting from menu content inaccuracies.

4.4 Accurate Restaurant Information:

You, the Restaurant, is responsible for providing accurate, and up-to-date information for us to contact you. The email address associated with your account that is provided during registration to the Service will be used to contact you in the case of payment failures, any notices regarding account termination, changes to the Terms of Service, or other relevant information that concerns you. If you wish to change your email address, you must contact us for assistance. If you have changed your email address with our help, your new email address will be used to contact you instead of the email you used to register to the Service.

5. Installation and Integration

Mehonal Niagara Web Design provides instructions for setting up the ChattingMenu solution for your restaurant/s on the <https://chattingmenu.com/help> page. The service does not integrate with your restaurant's existing point-of-sale (POS) systems or payment gateways. The service provides suggestions of menu items and talks with customers, but it does not take orders on behalf of the restaurant or integrate with any external tools that the restaurant may be using.

6. Customer Data and Privacy

6.1 Data Collection:

The use of ChattingMenu by your customers will involve the collection of customer data, including but not limited to chat logs, page visits, and IP addresses.

6.2 Data Handling:

Mehonal Niagara Web Design will handle this data in accordance with our [Privacy Policy for Restaurant Owners](https://chattingmenu.com/privacy-policy/restaurant) (available at <https://chattingmenu.com/privacy-policy/restaurant>),

which you agree to when using the Service. You are responsible for complying with applicable data privacy laws, including ensuring that your customers are informed about the data collection and how their data is used within the scope of ChattingMenu.

6.3 Data Protection Compliance:

If any customer data is shared with you (the Restaurant), you agree to handle it in accordance with all applicable data protection regulations, including but not limited to General Data Protection Regulation (GDPR), Canadian Consumer Privacy Protection Act (CPPA), or any similar local privacy laws.

7. Customer Support

7.1 Support Services: We will provide standard technical support for the Service via email. Support services are available during regular business hours, between 9 am to 5 pm EST.

7.2 Standard technical support: Standard technical support includes

- Service updates
- Bug fixes
- Assistance with functionality issues
- Integration support

7.3 Response Time: While we strive to address issues promptly, response times may vary depending on the nature of the issue.

8. Service Updates

8.1 Updates: We may periodically release updates or upgrades to the Service to enhance features, security, and performance. These updates may be installed automatically unless otherwise agreed upon.

8.2 Downtime and Maintenance: We strive to minimize downtime; however, there may be occasional disruptions due to maintenance, updates, or unforeseen technical issues. We will make reasonable efforts to notify you in advance of any planned downtime.

9. Fees and Payment Terms

9.1 Pricing: By subscribing to the Service, you agree to the pricing as set forth in the subscription plan selected at the time of purchase. All payments are processed through Stripe, and by purchasing a subscription, you authorize us to charge your selected payment method on a recurring basis according to your subscription plan. We reserve the right to adjust pricing at the end of any billing cycle. In the event of a price change, we will try to provide you with reasonable notice via email or within the web app before such changes take effect. Continued use of the Service after the price change constitutes your acceptance of the new pricing.

9.2 Payment Information Accuracy: It is your responsibility to ensure that your payment information is accurate and up to date. Failure to provide accurate payment information may result in suspension or cancellation of your subscription.

9.3 Payment Terms: Payment must be made according to the terms in the invoice (e.g., monthly, annually). All fees are payable in Canadian dollars unless otherwise agreed. Failure to make timely payments may result in suspension or termination of service until payments are made.

9.4 Refund Policy: Unless explicitly stated in a separate written agreement, no refunds will be provided after the Service has been delivered and installed.

10. Intellectual Property

ChattingMenu, including all associated intellectual property rights (Service, trademarks, logos, and content), remains the exclusive property of Mehonal Niagara Web Design and its licensors. This Agreement does not transfer any ownership rights to you. You may not use our intellectual property without express permission, except as required for the normal operation of the Service within your restaurant.

11. Marketing and Branding

11.1 Grant of Rights:

By using ChattingMenu, you grant Mehonal Niagara Web Design the right to use your restaurant's name and logo for marketing and promotional purposes. This includes displaying your restaurant as a user of ChattingMenu on our website and in marketing materials. You may opt out of this by providing written notice.

11.2 Branding Use:

You may use the ChattingMenu branding in your restaurant to promote the Service's usage to customers, provided that any such use complies with ChattingMenu's branding guidelines. These guidelines will be provided upon request.

12. Third-Party Integrations

ChattingMenu integrates with third-party services in order to provide you the Service. Mehonal Niagara Web Design is not responsible for the performance, accuracy, or reliability of these third-party services. The third-party services that Mehonal Niagara Web Design integrates with include:

12.1 Google Analytics

ChattingMenu integrates with Google Analytics to collect and analyze usage data. This helps us understand how users interact with our Service, enabling us to improve functionality and user experience. Google Analytics collects information such as IP addresses, browser types, and pages visited. By using ChattingMenu, you consent to the collection and processing of your data by Google Analytics, governed by their privacy policy. Mehonal Niagara Web Design does not control this data and is not liable for any data processing or privacy issues related to Google Analytics.

12.2 Stripe

Stripe is utilized for handling secure payment processing related to purchasing subscriptions for ChattingMenu. When you make a purchase, your payment information is securely transmitted to Stripe, which manages the transaction. By subscribing to the Service through Stripe, you consent to Stripe's Terms of Service and Privacy Policy. Mehonal Niagara Web Design does not store your payment information other than the email address that is used to conduct the payment, the Stripe customer ID that is uniquely generated and tied to the customer to be able to confirm active subscriptions, and Stripe Checkout IDs that are used to check the status of a payment. Mehonal Niagara Web Design is not responsible for any issues that may arise during the payment process, including billing disputes or transaction failures.

12.3 OpenAI API

OpenAI's API is integrated to provide interactive chatting menu functionality and providing functionality such as analyzing PDF menus that you may upload to the Service in order to automatically detect and list menu items in the provided PDF file in order to import them into your restaurant. This allows users to engage with the menu through natural language processing, enhancing the user experience. OpenAI API is also used in. Data exchanged during these interactions may be processed by the OpenAI API, which helps generate responses, such as a list of menu items or a reply to a customer message. OpenAI will also retain information provided to it through the Service temporarily in order to generate a response. By using our Service, you also agree to the terms and privacy policy of OpenAI's API. Mehonal Niagara Web Design is not liable for any misuse of the data by OpenAI.

For your convenience, here are links to the respective privacy policies and terms of service for the third-party services we use to provide you the Service:

Google Analytics:

- [Google Privacy Policy \(https://policies.google.com/privacy\)](https://policies.google.com/privacy)
- [Google Analytics Policies \(http://www.google.com/analytics/policies/\)](http://www.google.com/analytics/policies/)
- [Google Analytics Terms of Service \(https://marketingplatform.google.com/about/analytics/terms/us/\)](https://marketingplatform.google.com/about/analytics/terms/us/)

Stripe:

- [Stripe Privacy Policy \(https://stripe.com/privacy\)](https://stripe.com/privacy)
- [Stripe Terms of Service \(https://stripe.com/legal\)](https://stripe.com/legal)

OpenAI API:

- [OpenAI's "How We Use Your Data" for OpenAI API: https://platform.openai.com/docs/models/how-we-use-your-data](https://platform.openai.com/docs/models/how-we-use-your-data)
- [Enterprise Privacy Policy \(https://openai.com/enterprise-privacy/\)](https://openai.com/enterprise-privacy/)
- [OpenAI Business Terms \(https://openai.com/policies/business-terms/\)](https://openai.com/policies/business-terms/)

13. Termination

13.1 Termination by You: You may terminate your License by providing us with written notice at any time. However, no refunds will be issued for any remaining term of the subscription.

13.2 Termination by Us: We may terminate your License immediately without notice if you breach any of these Terms, fail to make payments, or engage in unlawful use of the Service.

13.3 Effect of Termination: Upon termination, you must cease all use of the Service and remove it from your systems. Any fees owed at the time of termination will remain due and payable.

14. Limitation of Liability

14.1 Limitation of Liability:

To the fullest extent permitted by law, Mehonal Niagara Web Design shall not be liable for any indirect, incidental, consequential, special, or punitive damages. This includes, but is not limited to, loss of revenue, business interruptions, or data loss arising from the use or inability to use ChattingMenu.

14.2 Total Liability:

Our total liability to you for any claim related to this Agreement or the Service will not exceed the fees you paid to us in the preceding 12 months.

15. Warranties and Disclaimers

15.1 Limited Warranty: We warrant that the Service will substantially perform as described in the documentation. In the event of a malfunction, our sole obligation is to repair or replace the Service within a reasonable timeframe.

15.2 Disclaimer of Warranties: Except for the limited warranty above, the Service is provided "as is," we make no warranties, express or implied, regarding the Service's performance, reliability, or suitability for any particular purpose. You acknowledge that Mehonal Niagara Web Design does not guarantee uninterrupted or error-free service.

16. Indemnification

You agree to indemnify and hold Mehonal Niagara Web Design, its affiliates, employees, and licensors harmless from any claims, damages, liabilities, or expenses (including legal fees) arising from your use of ChattingMenu, your breach of this Agreement, or any claims by your customers related to the operation of ChattingMenu within your restaurant.

17. Changes to Terms

We reserve the right to modify these Terms of Service at any time. The up-to-date version of the Terms will be accessible through the link: <https://chattingmenu.com/tos/restaurant>. We will try to inform you within a reasonable time before any changes to the Terms of Service. Any changes will be communicated to you via email or within the Service. Continued use of

ChattingMenu after such changes have been posted constitutes acceptance of the revised terms.

18. Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of law provisions. Any disputes arising from or related to this Agreement will be resolved in the courts located in Ontario.

19. Contact Information

For any questions or concerns regarding these Terms of Service, please contact us at:

Mehonal Niagara Web Design
contact@mehonal.net
+1 289 501 0436

By purchasing and using ChattingMenu, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service.