

BINARYPOS RESTAURANT AGREEMENT & DATA PROCESSING AGREEMENT

Effective Date: [INSERT DATE]

This Restaurant Agreement and Data Processing Agreement (“**Agreement**”) is entered into between:

1. PARTIES

1.1 BinaryPOS

BinaryPOS

181/32, Industrial Area, Phase 1
Chandigarh – 160002, India

hereinafter referred to as “**BinaryPOS**”, “**we**”, “**us**” or “**our**”.

1.2 Restaurant

Legal Name: [RESTAURANT LEGAL NAME]

Registered Address: [ADDRESS]

GSTIN: [GSTIN]

Authorised Representative: [NAME]

Email: [EMAIL]

hereinafter referred to as the “**Restaurant**”, “**Customer**” or “**you**”.

BinaryPOS and the Restaurant are individually a “**Party**” and collectively the “**Parties**”.

PART A — RESTAURANT SERVICES AGREEMENT

2. SERVICES

BinaryPOS will provide the Restaurant with the point-of-sale, restaurant management, customer management, reporting, analytics and related technology services purchased or subscribed to by the Restaurant (“**Services**”).

The specific Services, pricing, subscription period and commercial terms may be set out in an order form, quotation, invoice, subscription page or other document accepted by the Parties.

3. LICENCE TO USE THE SERVICES

Subject to payment of applicable fees and compliance with this Agreement, BinaryPOS grants the Restaurant a limited, non-exclusive, non-transferable right to access and use the Services during the subscription period.

The Restaurant may use the Services solely for its internal business operations.

The Restaurant shall not:

- resell or sublicense the Services without written permission;
- attempt to reverse engineer the software;
- circumvent security controls;
- interfere with the operation of the Services;
- use the Services for unlawful purposes; or
- knowingly upload malicious code or material.

4. RESTAURANT ACCOUNT

The Restaurant is responsible for:

- maintaining the confidentiality of account credentials;
- controlling authorised users;
- ensuring users access only information they are authorised to access;
- promptly notifying BinaryPOS of suspected unauthorised access; and
- ensuring its users comply with this Agreement.

5. RESTAURANT DATA

The Restaurant retains its rights in data supplied by or on behalf of the Restaurant (“**Restaurant Data**”).

Restaurant Data may include customer information, employee information, transaction records, operational information and other information entered into the Services.

The Restaurant grants BinaryPOS the limited right to process Restaurant Data as necessary to provide the Services and perform this Agreement.

6. FEES AND PAYMENT

The Restaurant shall pay the fees specified in the applicable order, subscription or invoice.

Unless otherwise agreed, applicable taxes shall be charged in addition to the stated fees.

If fees remain unpaid, BinaryPOS may restrict or suspend access after providing reasonable notice, subject to applicable law and the circumstances of the account.

7. SERVICE AVAILABILITY

BinaryPOS will use reasonable efforts to maintain availability of the Services.

The Restaurant acknowledges that temporary interruptions may occur due to:

- maintenance;
- upgrades;
- security incidents;
- telecommunications failures;
- cloud infrastructure failures;
- third-party service failures;
- events outside BinaryPOS's reasonable control; or
- emergency security measures.

8. SUPPORT

BinaryPOS will provide support through the support channels made available to the Restaurant.

Support levels, response times and service-level commitments, if any, shall be governed by the applicable subscription or service plan.

9. CUSTOMER RESPONSIBILITIES

The Restaurant is responsible for:

- lawful use of the Services;
- accuracy of Restaurant Data;
- customer-facing privacy notices;
- obtaining required permissions and consents;
- determining lawful purposes for processing customer data;
- configuring the Services appropriately;
- managing authorised users;
- maintaining appropriate internal security controls; and
- complying with applicable tax, consumer, telecommunications, marketing and other laws applicable to its restaurant operations.

PART B — DATA PROCESSING AGREEMENT

10. PURPOSE

This Part B constitutes the Data Processing Agreement (“**DPA**”) between the Restaurant and BinaryPOS.

It applies to Personal Data that BinaryPOS processes on behalf of the Restaurant through the Services.

For such Personal Data, the Restaurant generally acts as the **Data Fiduciary** and BinaryPOS acts as the **Data Processor**, where those terms apply under Indian data-protection law.

The DPDP Act permits a Data Fiduciary to appoint a Data Processor for processing personal data on its behalf under a valid contract.

11. APPLICABLE DATA PROTECTION LAW

For this Agreement, “**Applicable Data Protection Law**” means applicable Indian laws and regulations relating to privacy, data protection and information security, including, where applicable:

- Digital Personal Data Protection Act, 2023;
- Digital Personal Data Protection Rules, 2025;
- Information Technology Act, 2000;
- applicable rules and regulations made under those laws; and
- amendments, replacements or successor legislation.

The Parties acknowledge that the DPDP Act and Rules have a phased commencement framework. Each Party shall comply with provisions applicable to it as and when they come into force.

12. DEFINITIONS

“Personal Data”

means digital personal data relating to an identifiable individual or other information treated as personal data under Applicable Data Protection Law.

“Customer Data”

means Personal Data relating to the Restaurant’s customers or other individuals that the Restaurant provides to BinaryPOS or that BinaryPOS processes through the Services on the Restaurant’s behalf.

“Data Fiduciary”

has the meaning given under Applicable Data Protection Law and generally refers to the Restaurant for Customer Data.

“Data Processor”

has the meaning given under Applicable Data Protection Law and generally refers to BinaryPOS for Customer Data.

“Data Principal”

has the meaning given under Applicable Data Protection Law.

“Personal Data Breach”

means a breach of security affecting Personal Data, including unauthorised access, disclosure, alteration, loss or destruction.

“Sub-Processor”

means a third party appointed by BinaryPOS to process Customer Data on its behalf.

13. ROLE OF THE RESTAURANT

The Restaurant acknowledges and agrees that it is responsible for determining:

- the purposes for which customer Personal Data is collected;
- the categories of Personal Data collected;
- the lawful basis or consent requirements applicable to processing;
- customer notices;
- marketing and promotional communications;
- retention requirements; and
- instructions given to BinaryPOS.

The Restaurant shall not instruct BinaryPOS to process Personal Data in a manner that knowingly violates Applicable Data Protection Law.

The DPDP Act places responsibility on the Data Fiduciary for processing undertaken by it or on its behalf by a Data Processor.

14. BINARYPOS’S ROLE

BinaryPOS shall process Customer Data only:

- to provide the Services;
- according to the Restaurant’s documented instructions;
- for purposes described in this Agreement; or
- where required by Applicable Data Protection Law.

BinaryPOS shall not sell Customer Data or use Customer Data for unrelated commercial purposes.

BinaryPOS may process anonymised or aggregated information that no longer identifies an individual for service improvement, security, analytics and product-development purposes.

15. CUSTOMER DATA CATEGORIES

The Restaurant may use BinaryPOS to process:

- customer name;
- customer mobile/telephone number;
- transaction information;
- purchase information;
- visit information;
- loyalty-programme information;
- customer account information;
- employee or staff information;
- authorised-user information;
- technical information; and
- other information configured by the Restaurant.

The Restaurant shall avoid collecting unnecessary Personal Data through the Services.

The Restaurant shall not intentionally upload sensitive or high-risk Personal Data unless the relevant processing is necessary, lawful and supported by the Services and agreed requirements.

16. PROCESSING PURPOSES

BinaryPOS may process Customer Data to:

- operate the POS system;
- maintain customer records;
- process restaurant transactions;
- identify customers;
- manage loyalty programmes;
- generate reports;
- provide analytics;
- provide customer-management functionality;
- provide technical support;
- maintain system availability;
- maintain backups;
- perform disaster recovery;

- detect fraud;
 - prevent misuse;
 - maintain security; and
 - comply with legal requirements.
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17. RESTAURANT PRIVACY OBLIGATIONS

The Restaurant shall:

1. provide appropriate privacy notices to customers;
 2. obtain consent where required;
 3. provide mechanisms required by law for applicable privacy choices;
 4. ensure that customer data is collected only for lawful purposes;
 5. ensure that customer communications comply with applicable law;
 6. respond to Data Principal requests where the Restaurant is responsible for doing so;
 7. provide lawful and documented instructions to BinaryPOS; and
 8. inform BinaryPOS if a change in processing materially affects BinaryPOS's obligations.
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18. BINARYPOS SECURITY OBLIGATIONS

BinaryPOS shall maintain reasonable technical and organisational safeguards appropriate to the Services.

These may include:

- access controls;
- authentication;
- role-based permissions;
- least-privilege access;
- encryption where appropriate;
- network security;
- infrastructure security;
- logging;
- monitoring;
- vulnerability management;
- backup and recovery;
- security testing;
- confidentiality obligations; and

- incident-response procedures.

The DPDP Rules contemplate reasonable security safeguards including measures such as encryption, access control, monitoring and backups, and require security protections in arrangements involving Data Processors.

19. HOSTING

BinaryPOS's primary production infrastructure is hosted using **AWS infrastructure located in Mumbai, India**, subject to the AWS services and architecture used by BinaryPOS.

BinaryPOS intends to maintain the primary production Customer Data database within India.

The Restaurant acknowledges that supporting services may involve limited processing outside India.

Such processing shall be subject to Applicable Data Protection Law.

20. SUB-PROCESSORS

The Restaurant authorises BinaryPOS to use Sub-Processors reasonably necessary to provide the Services.

These may include providers of:

- cloud hosting;
- databases;
- infrastructure;
- security;
- monitoring;
- backups;
- communications;
- analytics;
- technical support;
- payment-related services; and
- other technology services.

BinaryPOS shall require appropriate contractual confidentiality and security protections from relevant Sub-Processors.

BinaryPOS remains responsible for its obligations under this DPA concerning its Sub-Processors to the extent required by Applicable Data Protection Law.

21. DATA PRINCIPAL REQUESTS

Where the Restaurant receives a request relating to Customer Data, the Restaurant may request reasonable assistance from BinaryPOS.

BinaryPOS shall provide reasonable technical assistance available through the Services to enable the Restaurant to respond.

Such assistance may include:

- locating Customer Data;
- correcting information where supported;
- exporting information;
- deleting information where supported; and
- providing relevant technical information.

The Restaurant remains responsible for determining whether a request is legally valid and what action must be taken.

22. DATA BREACHES

BinaryPOS shall maintain procedures for detecting, investigating, containing and responding to Personal Data Breaches.

If BinaryPOS becomes aware of a Personal Data Breach affecting Customer Data, BinaryPOS shall notify the Restaurant without undue delay and provide reasonably available information concerning the incident.

Where available, the information may include:

- nature of the incident;
- date/time;
- categories of data affected;
- likely consequences;
- containment actions;
- remedial measures; and
- relevant contact information.

BinaryPOS shall reasonably cooperate with the Restaurant in responding to the incident.

The Restaurant remains responsible for regulatory and Data Principal notifications for which it is legally responsible.

BinaryPOS shall make any notification independently required of it by Applicable Data Protection Law.

23. RETENTION

The Restaurant determines the required retention period for Customer Data, subject to Applicable Data Protection Law.

The Parties acknowledge that certain restaurant transaction, accounting, tax, audit, dispute or business records may need to be retained for **at least seven (7) years**.

This does not automatically mean that every customer's name or telephone number must be retained for seven years.

The Restaurant shall provide appropriate retention instructions where it requires deletion or retention periods different from the Services' standard configuration.

BinaryPOS may retain information where required by law or reasonably necessary for:

- legal claims;
 - fraud prevention;
 - security;
 - dispute resolution;
 - contractual enforcement; or
 - regulatory compliance.
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24. DELETION AND RETURN OF DATA

Upon termination of the Services, the Restaurant may request export of its Customer Data through the export functionality made available by BinaryPOS.

Following the applicable export period, BinaryPOS may delete Customer Data from active systems.

Backup copies may remain temporarily according to BinaryPOS's backup lifecycle.

BinaryPOS may retain data where legally required or reasonably necessary to establish, exercise or defend legal claims or maintain security.

25. INTERNATIONAL TRANSFERS

Where Customer Data is processed outside India by BinaryPOS or its Sub-Processors, the processing shall comply with Applicable Data Protection Law.

The Restaurant authorises such processing where reasonably necessary to provide the Services, subject to applicable legal restrictions.

26. CONFIDENTIALITY

Each Party shall protect confidential information received from the other Party.

Customer Data shall be treated as confidential information.

BinaryPOS shall ensure that personnel authorised to access Customer Data are subject to appropriate confidentiality obligations.

27. AUDIT AND COMPLIANCE

The Restaurant may request reasonable information concerning BinaryPOS's security and data-processing practices.

BinaryPOS may satisfy reasonable requests through:

- security documentation;
- policies;
- security summaries;
- certifications, where available;
- assessment reports, where available; or
- other reasonable evidence.

Any audit shall:

- be conducted with reasonable advance notice;
 - occur during reasonable business hours;
 - avoid disruption;
 - protect BinaryPOS confidential information;
 - protect other customers' information; and
 - not compromise system security.
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28. DATA PROTECTION IMPACT ASSESSMENTS

Where reasonably necessary, BinaryPOS shall provide reasonable information and cooperation to assist the Restaurant with a data protection impact assessment concerning the Services.

The Restaurant remains responsible for conducting its own assessment where required.

29. CUSTOMER MARKETING

The Restaurant is solely responsible for ensuring that marketing, promotional, loyalty and customer communications sent through BinaryPOS comply with applicable:

- privacy laws;
- consent requirements;
- telecommunications rules;
- anti-spam requirements;
- consumer-protection laws; and
- other applicable regulations.

BinaryPOS provides technical functionality but does not determine whether a particular marketing campaign is lawful for the Restaurant.

30. CHILDREN'S DATA

The Restaurant is responsible for ensuring that processing of children's Personal Data through BinaryPOS complies with Applicable Data Protection Law.

Where parental consent or other safeguards are required, the Restaurant shall implement them.

BinaryPOS shall process such data only as necessary to provide the Services and according to the Restaurant's lawful instructions.

31. GOVERNMENT REQUESTS

BinaryPOS may disclose Customer Data where required by law, court order, regulatory direction or lawful government or law-enforcement request.

Where legally permitted, BinaryPOS may notify the Restaurant before disclosure.

BinaryPOS may take reasonable steps to challenge or limit an unlawful or excessive request where appropriate.

32. BUSINESS TRANSFER

If BinaryPOS undergoes a merger, acquisition, restructuring, financing or sale of assets, Customer Data may be transferred as part of the transaction, subject to Applicable Data Protection Law.

PART C — COMMERCIAL AND LEGAL TERMS

33. INTELLECTUAL PROPERTY

BinaryPOS and its licensors retain all rights in:

- the BinaryPOS software;
- platform;
- source code;
- designs;
- trademarks;
- documentation;
- technology;
- APIs;
- reports and templates;
- improvements; and
- related intellectual property.

The Restaurant retains its rights in Restaurant Data.

Nothing in this Agreement transfers ownership of either Party's intellectual property to the other Party.

34. FEEDBACK

The Restaurant may provide feedback regarding the Services.

BinaryPOS may use such feedback to improve the Services without owing compensation, provided that BinaryPOS does not disclose the Restaurant's confidential information.

35. WARRANTIES

BinaryPOS warrants that it will provide the Services with reasonable care and skill.

Except as expressly stated in this Agreement, the Services are provided subject to the limitations and conditions stated in the applicable subscription or order terms.

36. DISCLAIMER

To the maximum extent permitted by applicable law, BinaryPOS does not warrant that the Services will be completely uninterrupted, error-free or free from every possible security threat.

The Restaurant remains responsible for:

- its business decisions;
- customer communications;
- lawful use of Customer Data;
- its configurations;
- its employees and authorised users; and
- compliance with laws applicable to its restaurant operations.

37. INDEMNIFICATION

Each Party shall be responsible for losses arising from its own material breach of this Agreement, fraud, wilful misconduct or violation of applicable law, subject to the liability limitations in this Agreement.

The Restaurant shall be responsible for claims arising from its unlawful collection, use or disclosure of Customer Data or its failure to provide required customer notices or obtain required consent.

BinaryPOS shall be responsible for claims arising directly from BinaryPOS's material breach of its obligations under the DPA, subject to the limitations of liability contained in this Agreement and Applicable Data Protection Law.

38. LIMITATION OF LIABILITY

Except for liability that cannot legally be limited, each Party's aggregate liability arising from this Agreement shall be limited to the fees actually paid or payable by the Restaurant to BinaryPOS during the **12 months preceding the event giving rise to the claim**.

Neither Party shall be liable for indirect, incidental, special, punitive or consequential damages, including loss of profits or business opportunity, except where such exclusion is prohibited by law.

The Parties may agree different liability limits in an applicable commercial order.

39. SUSPENSION

BinaryPOS may suspend access where reasonably necessary to:

- protect the security of the Services;
- prevent unlawful use;
- prevent harm to BinaryPOS or other customers;

- comply with a legal requirement; or
- address material non-payment.

Where reasonably possible, BinaryPOS shall provide notice before suspension.

40. TERMINATION

Either Party may terminate this Agreement in accordance with the termination provisions in the applicable commercial order or subscription terms.

Either Party may terminate for material breach if the breach is not remedied within a reasonable cure period after written notice.

Termination does not affect rights or obligations accrued before termination.

41. EFFECT OF TERMINATION

Upon termination:

- the Restaurant's right to use the Services ends;
- the Restaurant may export available Restaurant Data;
- BinaryPOS may delete Customer Data from active systems after the applicable period;
- backup copies may remain temporarily;
- confidentiality obligations continue; and
- legally required retention may continue.

42. GOVERNING LAW

This Agreement shall be governed by the laws of India.

Subject to any mutually agreed arbitration provisions, courts having jurisdiction over **Chandigarh, India** shall have jurisdiction over disputes arising from this Agreement.

43. DISPUTE RESOLUTION

The Parties shall first attempt to resolve disputes through good-faith discussions between authorised representatives.

If the dispute cannot be resolved within 30 days, either Party may pursue remedies available under applicable law.

The Parties may separately agree to arbitration in the applicable commercial order.

44. CHANGES TO THE AGREEMENT

BinaryPOS may update operational, technical or security provisions where reasonably necessary to reflect:

- changes in the Services;
- security improvements;
- regulatory requirements;
- legal changes; or
- changes in technology.

Material changes to the DPA shall be notified where appropriate.

45. ORDER OF PRECEDENCE

If there is a conflict:

1. mandatory Applicable Data Protection Law prevails;
2. this DPA prevails for matters specifically concerning processing of Customer Data;
3. the commercial/order terms prevail for pricing and commercial matters; and
4. the remaining provisions of this Agreement govern other matters.

46. NOTICES

Notices shall be sent to the addresses or email addresses specified in the applicable order or below.

BinaryPOS

BinaryPOS

181/32, Industrial Area, Phase 1
Chandigarh – 160002, India

Privacy / Grievance Email: [INSERT EMAIL]

Business Email: [INSERT EMAIL]

Telephone: +91 84279 82214

Restaurant

Legal Name: [INSERT]

Address: [INSERT]

Authorised Contact: [INSERT]

Email: [INSERT]

SCHEDULE 1 — PROCESSING DETAILS

Subject Matter

Processing of Personal Data through BinaryPOS's point-of-sale, restaurant management and customer-management Services.

Duration

For the duration of the Services Agreement and any period reasonably necessary for deletion, return or legally required retention.

Nature of Processing

Processing may include:

- collection;
- recording;
- storage;
- organisation;
- retrieval;
- consultation;
- use;
- reporting;
- analytics;
- support;
- backup;
- security monitoring;
- correction;
- deletion; and
- anonymisation.

Data Principals

Customer Data may relate to:

- restaurant customers;
- loyalty-programme participants;
- restaurant employees;
- restaurant staff;
- authorised users; and
- other individuals whose Personal Data is entered into BinaryPOS.

Personal Data

Potential categories include:

- name;
 - mobile/telephone number;
 - transaction information;
 - purchase information;
 - visit information;
 - loyalty information;
 - customer account information;
 - staff/user information;
 - login information; and
 - technical information.
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SCHEDULE 2 — AUTHORISED PROCESSING INSTRUCTIONS

The Restaurant instructs BinaryPOS to process Customer Data for:

1. operating the POS system;
 2. maintaining customer records;
 3. managing transactions;
 4. customer identification;
 5. loyalty functionality;
 6. reporting;
 7. analytics;
 8. customer management;
 9. technical support;
 10. security;
 11. fraud prevention;
 12. backup and disaster recovery;
 13. troubleshooting;
 14. system improvement;
 15. compliance with applicable law; and
 16. other functions enabled by the Restaurant under the Services.
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SCHEDULE 3 — SECURITY MEASURES

BinaryPOS shall maintain reasonable security measures appropriate to the Services, including where appropriate:

Access

- role-based access;
- authentication;
- least-privilege access;
- restricted administrative access.

Technical Security

- network security;
- encryption where appropriate;
- secure credentials;
- monitoring;
- logging;
- vulnerability management;
- security testing.

Resilience

- backups;
- disaster recovery;
- system monitoring;
- incident-response procedures.

Organisational Security

- confidentiality obligations;
- access governance;
- security policies;
- personnel controls;
- vendor management.

SCHEDULE 4 — DATA RETENTION

The Parties agree:

- certain transaction and restaurant records may be retained for at least seven years where required or reasonably justified;

- not every category of Personal Data is automatically retained for seven years;
 - the Restaurant may provide lawful retention/deletion instructions;
 - BinaryPOS may retain information where required by law or necessary for security, fraud prevention, dispute resolution or legal claims; and
 - backup data may remain temporarily according to BinaryPOS's backup lifecycle.
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SCHEDULE 5 — SUB-PROCESSOR CATEGORIES

BinaryPOS may use:

Sub-Processor Category	Purpose
Cloud infrastructure	Hosting and storage
Database services	Data storage
Security providers	Security and monitoring
Backup services	Backup and recovery
Communication providers	SMS/email/notifications
Analytics services	Product and performance analytics
Support services	Technical/customer support
Payment providers	Payment-related functionality

BinaryPOS shall maintain appropriate contractual protections for Sub-Processors processing Customer Data.

SCHEDULE 6 — CUSTOMER PRIVACY RESPONSIBILITIES

The Restaurant acknowledges that it is responsible for:

- providing customer privacy notices;
 - obtaining consent where required;
 - determining purposes of processing;
 - determining lawful retention;
 - responding to applicable customer requests;
 - ensuring marketing communications comply with applicable law;
 - ensuring information entered into BinaryPOS is lawful and necessary;
 - providing lawful instructions to BinaryPOS; and
 - notifying BinaryPOS of material changes to its processing activities.
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SIGNATURES

For BinaryPOS

Legal Name: BinaryPOS

Authorised Signatory: _____

Name: _____

Designation: _____

Signature: _____

Date: _____

For Restaurant

Legal Name: _____

Authorised Signatory: _____

Name: _____

Designation: _____

Signature: _____

Date: _____
