

TERMS AND CONDITIONS – HACCPY SYSTEM OUTPUT, USE & DISCLAIMER

1. NATURE OF THE SERVICE

1.1 The Haccpy system (the “System”) is an AI-assisted monitoring and compliance support tool designed to assist in identifying potential food safety and operational protocol deviations within professional kitchen environments.

1.2 The System:

- processes visual inputs (video/image feeds),
- applies automated detection models, and
- generates alerts, notifications, and/or data points (the “Outputs”).

The System may, based on automated detection logic and without human intervention, trigger the generation of event-based Outputs, including metadata and, where enabled, still image snapshots. For the avoidance of doubt, the System does not perform biometric identification, facial recognition, or identity verification of individuals.

1.3 The System is **assistive in nature only** and is not a substitute for:

- human supervision,
- regulatory compliance processes, or
- professional judgment.

2. NO GUARANTEE OF DETECTION OR ACCURACY

2.1 The User expressly acknowledges and agrees that:

(a) the System is not error-free and may:

- fail to detect actual violations,
- incorrectly flag non-violations, or
- generate incomplete or inaccurate Outputs;

(b) the System does not guarantee:

- detection of all food safety violations,
- continuous or uninterrupted monitoring,
- real-time accuracy of alerts, or
- compliance with any applicable laws or HACCP standards.

2.2 Outputs generated by the System are probabilistic and model-based and may vary depending on conditions.

3. DEPENDENCY ON OPERATING CONDITIONS

3.1 The performance and reliability of the System are materially dependent on factors outside the control of the provider, including but not limited to:

- number and placement of cameras;
- camera resolution and frame rate;
- lighting conditions;
- obstructions and field of view;
- environmental conditions (steam, heat, reflections, etc.);
- network connectivity and latency;
- hardware configuration and performance (including Bridge or cloud setup).

3.2 The User bears sole responsibility for ensuring that:

- infrastructure is properly configured,

- equipment meets recommended specifications, and
- operating conditions are suitable for effective System use.

3.3 The provider shall have no liability for degraded performance resulting from suboptimal conditions.

4. OUTPUTS ARE NOT DECISIVE OR AUTHORITATIVE

4.1 All Outputs, including alerts, notifications, reports, and snapshots:

- are indicative only, and
- must be independently reviewed and verified by the User.

Outputs are generated through automated analysis of visual inputs and do not constitute verified findings or determinations of fact.

4.2 The User shall not rely on Outputs as sole or primary evidence for legal or regulatory purposes without independent verification.

4.3 The User is solely responsible for:

- interpreting Outputs,
- verifying their accuracy, and
- determining appropriate actions.

5. NO REGULATORY OR COMPLIANCE WARRANTY

5.1 The provider does not warrant that use of the System will:

- ensure compliance with HACCP requirements,
- satisfy regulatory inspections, or
- meet any local, national, or international food safety standards.

5.2 The User remains fully responsible for:

- implementing and maintaining compliance programs, and
- meeting all applicable legal and regulatory obligations.

6. SERVICE CONFIGURATION AND FEATURE VARIABILITY

6.1 System functionality may vary depending on:

- subscription plan,
- deployment model
- enabled features and modules.

6.2 Certain features (including snapshot delivery, retention, or reporting capabilities) may be:

- limited,
- configurable, or
- unavailable depending on the User's selected package.

6.3 The User acknowledges that certain functionalities, including snapshot capture and retention, may increase the level of data processing and potential intrusiveness. The User is solely responsible for enabling, configuring, and using such features in compliance with applicable laws and proportionality requirements. Depending on configuration, processing may occur locally on-site or via cloud-based infrastructure.

7. NO WARRANTY

7.1 To the maximum extent permitted by applicable law, the System and all Outputs are provided **“as is” and “as available.”**

7.2 The provider disclaims all warranties, whether express, implied, or statutory, including but not limited to:

- merchantability,
- fitness for a particular purpose,
- accuracy or reliability of Outputs,
- non-infringement,
- uninterrupted or error-free operation.

8. LIMITATION OF LIABILITY

8.1 To the maximum extent permitted by applicable law, the provider shall not be liable for (a) indirect, incidental, consequential, or punitive damages, (b) loss of profits, revenue, or business opportunities, (c) regulatory penalties, fines, or inspection failures, (d) employment-related claims arising from use of Outputs, (e) loss, misinterpretation, or misuse of Outputs.

8.2 Without prejudice to the above, the provider shall have no liability for:

- failures to detect violations,
- false positives or false negatives,
- actions taken or not taken based on Outputs
- any reliance on the System for regulatory certification, inspection readiness, or compliance validation

9. USER RESPONSIBILITY AND RISK ALLOCATION

9.1 The User assumes full responsibility for:

- all decisions made based on System Outputs,
- compliance with applicable laws and regulations,
- workplace policies and employee management,
- implementation of corrective actions.

9.2 The User acknowledges that use of the System is at its **own risk**.

10. MODIFICATIONS AND MODEL EVOLUTION

10.1 The provider may update, modify, or improve detection models and system functionality for the purpose of maintaining and enhancing system performance, accuracy, and reliability, provided that such updates do not alter the fundamental nature or purpose of processing as defined by the User's configuration.

10.2 Such changes may affect:

- detection results,
- alert frequency,
- system behavior.

No guarantee is made regarding consistency of Outputs over time.

10.3 The provider does not use Outputs or underlying data for any purpose other than the provision and improvement of the System's core functionality and does not independently exploit such data for commercial or unrelated purposes.

11. WORKPLACE MONITORING COMPLIANCE

11.1 Lawful Use of Monitoring Systems: The Customer acknowledges that the Haccpy system involves the use of camera-based monitoring technologies within workplace environments where individuals, including employees, contractors, and other personnel, may be present and identifiable. The Customer agrees to use the system solely for legitimate business purposes, including food safety compliance, operational oversight, and adherence to applicable HACCP or equivalent standards.

11.2 Customer Responsibility for Legal Compliance: The Customer shall be solely responsible for ensuring that its use of the Haccpy system complies with all applicable laws and regulations in the jurisdictions in which it operates, including but not limited to:

- workplace monitoring and surveillance laws
- privacy and personal data protection laws
- employment and labour regulations

This includes, without limitation, compliance with **UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL)**, any applicable implementing regulations, and any other applicable law from time to time.

11.3. Transparency and Employee Notification: The Customer shall:

(a) provide clear, prior, and ongoing notice to all individuals subject to monitoring that camera-based systems and AI-assisted detection technologies are in use;

(b) ensure that such notice adequately describes the nature, purpose, and scope of monitoring, including the potential capture of images or data points relating to food safety compliance; and

(c) implement appropriate signage and internal policies reflecting such monitoring.

The Customer acknowledges that failure to provide adequate notice may render monitoring unlawful under applicable law.

11.4 Lawful Basis and Employee Rights: The Customer shall ensure that it has a valid legal basis for processing any personal data captured through the Haccpy system, including where applicable:

- legitimate business interest in food safety and compliance monitoring; and/or
- any required consents or contractual notices.

The Customer shall be solely responsible for ensuring that the rights of employees and other data subjects are respected, including rights relating to access, objection, restriction, or deletion, to the extent required by applicable law.

11.5 Restrictions on Use of Monitoring: The Customer shall not:

(a) use the Haccpy system for covert or undisclosed surveillance;

(b) install or operate cameras in areas where individuals have a reasonable expectation of privacy, including but not limited to restrooms, changing areas, or designated private spaces;

(c) use outputs of the system for purposes unrelated to food safety, compliance, or legitimate operational management, including disproportionate disciplinary or profiling actions without human review; or

(d) process or use system outputs in a manner that is excessive, intrusive, or inconsistent with the stated purpose of monitoring.

11.6 Data Handling and Access Control: The Customer shall ensure that:

(a) access to system outputs, alerts, and any associated data is restricted to authorized personnel on a need-to-know basis;

(b) any snapshots, alerts, or reports generated by the system are handled in accordance with applicable data protection laws and internal data governance policies; and

(c) retention of such data does not exceed what is necessary for the intended compliance or operational purpose.

11.7 Acknowledgment of System Nature: The Customer acknowledges that:

- the Haccpy system is an assistive compliance tool and does not replace human supervision or legal compliance obligations; and

- the existence or use of the system does not, in itself, ensure compliance with applicable food safety, labour, or data protection laws.

11.8 Indemnity and Allocation of Responsibility: The Customer shall indemnify and hold harmless the HACCPY Provider and its affiliates from and against any claims, penalties, damages, or liabilities arising out of or in connection with:

- (a) the Customer's failure to comply with applicable workplace monitoring, privacy, or data protection laws;
- (b) failure to provide adequate notice to employees or obtain any required approvals or consents; or
- (c) misuse of the Haccpy system or its outputs in violation of this Clause or applicable law.

11.9 Cooperation and Compliance Measures: The Customer agrees to:

- (a) implement and maintain internal policies governing the lawful use of monitoring technologies;
- (b) provide training or guidance to relevant personnel regarding responsible use of the system; and
- (c) cooperate with the Provider where reasonably required to ensure lawful and compliant deployment of the system.

12. ACKNOWLEDGEMENT

12.1 By using the System, the User expressly acknowledges that:

- the System is an assistive AI tool only;
- Outputs are not guaranteed to be accurate or complete;
- appropriate measures for lawful workplace monitoring are in place
- human oversight is required at all times; and
- the provider bears no responsibility for operational, compliance, or business outcomes arising from use of the System.

12.2 By signing below (or by clicking "Accept" where applicable), the User expressly acknowledges and agrees that:

- (a) they have read and understood these Terms and Conditions in full;
- (b) they understand that the System is an **AI-assisted tool** and does not guarantee detection, accuracy, or regulatory compliance;
- (c) they accept that all Outputs are **indicative only** and must be independently reviewed and verified;
- (d) they assume full responsibility for all decisions, actions, and outcomes arising from use of the System;
- (e) they have taken appropriate measures for lawful workplace monitoring, including notification of employees
- (f) they understand that System performance is dependent on environmental and technical conditions outside the provider's control; and
- (g) they agree to be bound by these Terms and Conditions.

The User further confirms that it has had the opportunity to seek independent advice prior to acceptance.

For [USER]

Name: _____

Title: _____

Signature: _____

Date: _____