

# Terms of Service for [Digirestro.ai](#)

**Effective Date:** May 11, 2026

**Last Updated:** May 11, 2026

Welcome to Digirestro.ai (“Digirestro,” “we,” “our,” or “us”). These Terms of Service (“Terms”) govern your access to and use of our software, hardware integrations, applications, websites, APIs, AI systems, and restaurant technology services.

By accessing or using Digirestro.ai services, you (“Customer,” “Merchant,” “Restaurant,” “User,” or “you”) agree to be bound by these Terms. If you do not agree with these Terms, you may not use our services.

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## 1. Services Provided

Digirestro.ai provides restaurant technology and operational services, including, but not limited to:

- Point of Sale (POS) Systems
- Kitchen Display Systems (KDS)
- Supply Chain Management (SCM)
- Online Ordering Platforms
- QR Ordering Systems
- Billing & Invoicing Solutions
- Payment Processing Services
- Analytics & Reporting Tools
- Customer Relationship & Loyalty Features
- WhatsApp Messaging & Notifications
- AI Voice Ordering & Calling Services
- Customer Support & Operational Assistance
- API Integrations & Third-Party Services

Certain services may be provided directly by Digirestro.ai or through third-party partners.

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## 2. Eligibility

By using our services, you represent and warrant that:

- You are at least 18 years old
  - You have the authority to enter into agreements on behalf of your business
  - Your use of the services complies with applicable laws and regulations
  - Information you provide is accurate and current
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### **3. Account Registration & Responsibilities**

To use certain services, you may need to create an account.

You are responsible for:

- Maintaining the confidentiality of login credentials
- All activities occurring under your account
- Ensuring authorized access by employees and staff
- Promptly notifying us of unauthorized access or security incidents

Digirestro.ai is not responsible for losses resulting from unauthorized account access caused by your failure to safeguard credentials.

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### **4. Subscription, Fees & Payments**

Certain Digirestro.ai services require paid subscriptions, transaction fees, hardware purchases, or service charges.

You agree to:

- Pay all applicable fees and taxes
- Maintain valid payment information
- Authorize recurring billing where applicable

Failure to pay may result in:

- Suspension of services
- Restricted access
- Termination of accounts
- Additional collection or recovery actions

Unless otherwise stated:

- Fees are non-refundable
  - Pricing may change with prior notice
  - Third-party transaction fees may apply
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## 5. Payment Processing Services

Digirestro.ai may facilitate payment processing through integrated third-party payment providers.

By using payment services:

- You authorize the processing of transactions
- You agree to comply with payment network rules
- You acknowledge that payment processors may impose additional terms

Digirestro.ai is not a bank or financial institution and does not guarantee uninterrupted payment processing availability.

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## 6. Restaurant Responsibilities

Restaurants and merchants using Digirestro.ai agree to:

- Maintain accurate menus, pricing, taxes, and inventory
- Fulfill customer orders appropriately
- Comply with food safety and consumer protection laws
- Obtain required licenses and permits
- Ensure lawful use of customer data and communications
- Obtain customer consent for marketing communications where required

Restaurants remain solely responsible for:

- Food preparation
- Delivery operations
- Pricing accuracy
- Refunds and disputes
- Staff conduct
- Compliance with local laws

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## 7. AI Voice Ordering & Automated Systems

Digirestro.ai may use artificial intelligence, automated calling, speech recognition, and conversational systems to support restaurant operations.

By using AI services, you acknowledge:

- AI-generated responses may not always be error-free
- Human review may sometimes be necessary
- Voice calls may be recorded or transcribed
- AI systems may improve through machine learning and operational analysis

Restaurants are responsible for:

- Verifying order accuracy
- Ensuring legal compliance for recorded calls
- Informing customers where consent is required

Digirestro.ai does not guarantee uninterrupted or error-free AI performance.

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## 8. WhatsApp Messaging & Communications

Restaurants using Digirestro.ai communication tools agree to:

- Obtain necessary customer opt-ins
- Comply with WhatsApp, SMS, and anti-spam regulations
- Avoid unlawful or abusive messaging practices

Digirestro.ai reserves the right to suspend messaging services for misuse, spam, fraud, or policy violations.

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## 9. Acceptable Use Policy

You agree not to:

- Use the services for unlawful purposes
- Attempt unauthorized access to systems
- Interfere with platform security or operations
- Reverse engineer or copy proprietary technology
- Upload malicious software or harmful content
- Use services for fraudulent transactions
- Violate intellectual property rights
- Misrepresent your business or identity

We may suspend or terminate access for violations of these Terms.

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## 10. Data & Privacy

Your use of Digirestro.ai services is subject to our Privacy Policy.

You retain ownership of your business data, menus, operational content, and customer relationships. However, you grant Digirestro.ai a limited license to process data necessary to provide services.

Digirestro.ai may collect, analyze, and use aggregated or anonymized data for:

- Service improvement
  - Analytics
  - AI training
  - Product development
  - Operational optimization
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## 11. Third-Party Integrations

Our services may integrate with third-party providers, including:

- Payment gateways
- Delivery platforms
- Messaging services

- Accounting software
- POS hardware vendors
- Cloud infrastructure providers

Digirestro.ai is not responsible for:

- Third-party outages
- External platform changes
- Third-party data practices
- Compatibility issues outside our control

Use of third-party services may be subject to separate agreements.

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## 12. Intellectual Property

All Digirestro.ai software, branding, technology, APIs, AI systems, documentation, designs, and platform content are owned by Digirestro.ai or its licensors.

You may not:

- Copy or redistribute proprietary software
- Modify platform source code
- Use Digirestro.ai branding without permission
- Create derivative works based on our technology

All rights not expressly granted are reserved.

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## 13. Service Availability

While we strive for high availability, Digirestro.ai does not guarantee uninterrupted or error-free operation.

Services may occasionally be affected by:

- Maintenance
- Network failures
- Third-party outages
- Hardware issues
- Force majeure events

We reserve the right to modify, suspend, or discontinue services at any time.

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## 14. Limitation of Liability

To the maximum extent permitted by law, Digirestro.ai shall not be liable for:

- Indirect or consequential damages
- Loss of profits or revenue
- Business interruption
- Data loss
- Customer disputes
- Delivery failures
- AI-generated inaccuracies
- Third-party system failures

Our total liability arising from the services shall not exceed the amount paid by you to Digirestro.ai during the preceding 12 months.

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## 15. Indemnification

You agree to indemnify and hold harmless Digirestro.ai, its affiliates, employees, and partners from claims, damages, losses, liabilities, and expenses arising from:

- Your use of the services
  - Restaurant operations
  - Violations of these Terms
  - Customer disputes
  - Regulatory violations
  - Content or communications sent through the platform
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## 16. Confidentiality

Both parties agree to protect confidential business, technical, operational, and customer information shared during the course of the relationship.

Confidential information shall not be disclosed except:

- With authorization
  - To fulfill services
  - As required by law
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## 17. Data Processing Agreements (DPAs)

Where required under applicable data protection laws, Digirestro.ai may enter into Data Processing Agreements (DPAs) with restaurant clients governing the processing of personal data.

Requests for DPAs may be submitted to:

**privacy@digirestro.ai**

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## 18. Termination

Either party may terminate services according to applicable subscription agreements.

Digirestro.ai may suspend or terminate services immediately if:

- Fees remain unpaid
- Fraudulent activity is detected
- Laws or regulations require suspension
- These Terms are violated

Upon termination:

- Access to services may be revoked
  - Certain data may be deleted according to retention policies
  - Outstanding payment obligations survive termination
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## 19. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, United States, without regard to conflict of law principles.

Any disputes arising under these Terms shall be resolved in courts located in New Jersey.

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## 20. Changes to Terms

We may update these Terms from time to time.

Updated versions will be posted on our website with a revised effective date. Continued use of the services after changes become effective constitutes acceptance of the updated Terms.

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## 21. Contact Information

**DigiRestro.ai**

Website: [Digirestro.ai](https://digirestro.ai)

Support: [support@digirestro.ai](mailto:support@digirestro.ai)

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## 22. Entire Agreement

These Terms, together with the Privacy Policy and any applicable service agreements, constitute the complete agreement between you and Digirestro.ai regarding use of the services and supersede prior agreements or understandings.