

# Loop by Ulibero — Terms & Conditions

These Terms & Conditions (“Terms”) govern your access to and use of the Loop by Ulibero platform (“Loop”), operated by **Loopiy, LLC**, (“**Loopiy**”, “**we**”, “**us**”). By using our services, you agree to these Terms. If you do not agree, do not use Loop.

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## 1. Eligibility

You must be legally able to enter into a binding agreement and, if registering on behalf of a business, have the authority to bind that business. You are responsible for the accuracy of all information you provide.

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## 2. Services Provided

Loop is a global Point of Sale and restaurant management system offering features including menu management, order processing, payment facilitation, reservations, table layout, inventory tracking, analytics, and AI-powered recommendations.

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## 3. Merchant Responsibilities

- Maintain accurate menu, pricing, and business details.
  - Ensure compliance with all applicable laws, including food safety, labor, and tax regulations.
  - Manage refunds, chargebacks, and customer service inquiries.
  - Secure devices, access credentials, and customer data.
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## 4. Fees & Payments

Unless otherwise agreed in writing, we charge a **0.5%** fee on processed transaction volume through Loop, in addition to payment processor fees. Fees may be deducted from payouts or invoiced monthly. Taxes may apply.

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## 5. Acceptable Use

You agree not to: - Use Loop for any unlawful purpose or in violation of applicable laws. - Infringe intellectual property rights. - Attempt unauthorized access or security breaches. -

Use Loop to distribute harmful or malicious content. - Misuse the AI assistant for deceptive, harmful, or unlawful purposes.

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## 6. Third-Party Services

Loop integrates with third-party providers (e.g., payment processors, analytics tools). Use of such services is subject to their own terms and policies. We are not responsible for third-party services we do not control.

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## 7. Intellectual Property

All intellectual property in Loop, including software, branding, and content, belongs to Loopiy or its licensors. We grant you a limited, non-exclusive, non-transferable license to use Loop for your internal business purposes.

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## 8. Data Protection

Our **Privacy Policy** governs how we collect, use, and protect personal data. For merchant customer data, we act as a data processor under the **Data Processing Addendum (DPA)**.

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## 9. Service Availability

We strive for high availability but do not guarantee uninterrupted service. We may perform maintenance or updates that temporarily limit access.

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## 10. Disclaimers

Loop is provided “AS IS” without warranties of any kind, express or implied. We do not warrant uninterrupted, error-free service or that Loop will meet your business requirements.

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## 11. Limitation of Liability

To the extent permitted by law, Loopiy’s total liability for any claims arising out of or related to Loop will not exceed the total amount you paid to us in the 12 months preceding the claim. We are not liable for indirect, incidental, or consequential damages.

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## 12. Indemnification

You agree to indemnify and hold harmless Loopiy from claims, damages, and expenses arising from your misuse of Loop, violation of these Terms, or breach of applicable laws.

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## 13. Termination

We may suspend or terminate your access to Loop for breach of these Terms or legal obligations. Upon termination, you must stop using Loop, and we may delete your data after applicable retention periods.

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## 14. Changes to Terms

We may update these Terms at any time. Continued use of Loop after updates constitutes your acceptance of the revised Terms.

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