

Terms and Conditions of Use — InASnap

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This English version is a courtesy translation. In case of any discrepancy, the Italian version prevails.

1. Definitions

In this document:

- **«InASnap»** or **«Provider»**: **Andrea Longo**, Italian VAT **05700640286**, registered at **Via Andrea Cesalpino 2/A, 35136 Padua, Italy**, sole trader/self-employed professional providing the Service;
 - **«Service»**: the SaaS platform «InASnap», available at inasnap.app, admin.inasnap.app and menu.inasnap.app, enabling creation, management and publication of digital menus for food-service businesses via QR code, with accessory features of automatic translation, analytics and content management;
 - **«User»** or **«Customer»**: the natural or legal person (with Italian VAT or equivalent) who subscribes to the Service in the course of its business or professional activity;
 - **«Consumer»**: a natural person acting outside their business, commercial, craft or professional activity under Article 3(1)(a) of Italian Legislative Decree 206/2005 («Consumer Code»);
 - **«End-Customer»**: the visitor of the restaurant's public menu (third party not party to this contract);
 - **«Content»**: text, images, prices, descriptions, logos and any other material uploaded by the User;
 - **«Plan»**: the Service tier (FREE, PRO, PRO + Onboarding);
 - **«Stripe»**: Stripe Payments Europe Ltd., third-party payment provider;
 - **«Parties»**: collectively, InASnap and the User.
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2. Subject matter and nature of the contract

2.1 These Terms bind the User upon account registration and express acceptance via tick-box (*click-wrap*), under Articles 1326 and 1341 of the Italian Civil Code.

2.2 The Service is a *Software-as-a-Service*. No licence on source code is transferred.

2.3 InASnap may modify, improve or discontinue specific features. Material adverse changes will be notified at least 30 days in advance.

3. Intended recipients — professional clientele

3.1 The Service is intended **exclusively for persons acting in the course of their business or profession**, holding a VAT number. It is not directed at Consumers.

3.2 Where a Consumer is nonetheless accepted, the Italian Consumer Code applies, including the right of withdrawal under Article 52 of Legislative Decree 206/2005 (see Article 9).

3.3 The User warrants legal capacity and powers to enter into this contract and, if acting on behalf of an entity, warrants authority to bind it.

4. Registration

4.1 Registration is via e-mail/password or Google OAuth. Credentials are personal and confidential; the User is responsible for all activity on the account.

4.2 Information must be true, accurate and up-to-date. False or misleading data constitutes material breach entitling suspension or termination (Art. 11).

4.3 Suspected unauthorised access must be reported promptly to support@inasnap.app.

5. Plans, prices and trial

5.1 The Service is offered in the following Plans:

Plan	Price (ex VAT)	Key features
FREE	€ 0.00	1 shop, 1 menu, 5 categories, 25 items, 1 language, no analytics, InASnap branding
PRO monthly	€ 14.99 / month	3 shops, 5 menus, 15 categories, 100 items, 3

Plan	Price (ex VAT)	Key features
		languages, analytics, no branding, priority support
PRO annual	€ 143.90 / year (~€ 11.99 / month)	Same as PRO monthly, billed annually
PRO + Onboarding bundle	Quoted upon request	Annual PRO + one-time onboarding fee (consultancy, custom QR codes, assisted setup); increased limits

5.2 The PRO Plan includes a **14-day free trial**. Unless cancelled, the subscription activates automatically with charge of the selected Plan fee at the end of the trial. Cancellation during the trial is free of charge.

5.3 Prices are exclusive of VAT, applied at the prevailing rate. Price changes take effect for subsequent renewals only, with at least 30 days' notice.

5.4 Invoicing is electronic via the Italian Agenzia delle Entrate SdI system.

6. Payment

6.1 Payments are handled via **Stripe**. By entering payment details, the User accepts Stripe's terms at stripe.com/legal.

6.2 Payment is by card or other Stripe-accepted method. InASnap does not retain full card data; Stripe acts as independent Controller for fraud prevention and as Processor for payment execution.

6.3 PRO subscriptions **renew automatically**. The User may cancel at any time from the Billing section; cancellation takes effect at the end of the paid period, with no refund for unused days, save as provided in Article 9 (Consumer withdrawal) or by mandatory law.

6.4 On failed payment, up to 3 retry attempts occur over 21 days. After that, the subscription moves to **PAST_DUE**, then **UNPAID/CANCELED**; InASnap may suspend PRO features and terminate the account after a further 30 days, without prejudice to accrued claims.

7. User obligations and Content

7.1 The User must use the Service lawfully. It is forbidden to:

(a) upload unlawful, defamatory, obscene or infringing Content, or Content that fails to comply with applicable law (including EU Regulation 1169/2011 on food information to consumers and Italian price transparency rules); (b) send spam, unsolicited commercial communications, phishing or malware; (c) attempt to circumvent security or use limits, reverse engineer, decompile or scrape outside the published APIs; (d) impersonate others, publish menus of businesses the User has no authority over, or infringe third-party IP (logos, trademarks, protected images); (e) upload personal data of End-Customers in menu fields beyond what is strictly required.

7.2 **Allergens:** as a food business operator, the User is solely responsible for accurate and complete allergen information under EU Reg. 1169/2011 and Italian Legislative Decree 231/2017. InASnap provides the tool but does not verify the accuracy of information.

7.3 **Prices:** the User is solely responsible for price accuracy under Italian price transparency law and the Consumer Code.

7.4 **Ownership of Content:** the User retains full ownership of its Content. By uploading, the User grants InASnap a **non-exclusive, royalty-free, worldwide licence, limited in time to the contract duration**, solely for the purpose of providing the Service — namely storing, indexing, reproducing, publicly communicating (on menu pages visible to End-Customers), automatically translating (if requested) and making the Content available via QR code. The licence ends on account termination, save for backup retention of up to 30 days.

7.5 The User **indemnifies and holds harmless** InASnap against any third-party claim, damage, penalty or cost arising from breach of the foregoing, the unlawfulness of Content or the non-compliance of published menus.

8. Artificial Intelligence features

8.1 The Service includes an automatic menu translation feature based on the *Claude* model by Anthropic, PBC, activated on User request.

8.2 The User acknowledges that: (a) AI outputs may contain inaccuracies, translation errors or terminology issues; (b) **the User must review and validate outputs before publication**; (c) menu texts are transmitted to Anthropic in the USA, with safeguards as per the Privacy Policy; (d) under applicable *Anthropic Commercial Terms*, API content is not used to train models; (e)

FREE Plan has a limit of 3 AI translations/day; PRO Plan has higher limits; over-limit returns [429 Too Many Requests](#).

8.3 InASnap **does not warrant** accuracy, completeness or fitness for particular purpose of AI outputs and excludes liability for damages caused by publication of unverified translations.

9. Right of withdrawal (Consumer)

9.1 If the User is a Consumer, they may withdraw from the contract within **14 days** of conclusion, without reason and without costs other than those under Articles 56, 57 and 59 of the Italian Consumer Code. The period runs from registration.

9.2 Withdrawal may be exercised by writing to support@inasnap.app or using the model form in Annex I, Part B, of the Consumer Code.

9.3 **Early performance:** as the Service is digital and immediately usable, the Consumer, at registration and as a condition of PRO access, expressly **requests performance to begin before the 14-day expiry** and **acknowledges losing the right of withdrawal upon full performance**, under Article 59(o) of the Consumer Code. If the Consumer withdraws before full performance, a pro rata amount may be charged under Article 57(3).

9.4 Withdrawal during the 14-day free trial involves no charge.

10. Duration and cancellation

10.1 The contract is indefinite for FREE and for the paid period (monthly/annual) for PRO, auto-renewing under Article 6.3.

10.2 The User may cancel the account at any time from the reserved area. Data is retained 30 days and then deleted, save legal obligations.

10.3 InASnap may terminate on 30 days' notice for Service discontinuation or material change; pro-rata refund of any unused prepaid period is granted.

11. Suspension and termination for breach

11.1 InASnap may suspend the Service immediately, without notice, upon: (a) breach of Article 7; (b) non-payment (Art. 6.4); (c) misuse endangering security/availability; (d) order of competent authority.

11.2 Under Article 1456 Italian Civil Code, InASnap may terminate the contract by written notice, saving compensation for damages, for: (i) repeated breach of Articles 7 and 8; (ii) non-payment persisting over 30 days after **UNPAID**; (iii) fraudulent conduct.

12. Service levels and liability

12.1 InASnap uses professional diligence but does not guarantee a specific uptime absent a separate SLA. Scheduled maintenance is notified where possible.

12.2 The Service is provided «*as is*» and «*as available*». To the extent permitted, InASnap disclaims implied warranties of fitness, non-infringement and absence of defects.

12.3 **Liability cap vis-à-vis professional Users:** save wilful misconduct and gross negligence, InASnap's aggregate liability is capped at the fees actually paid by the User in the 12 months preceding the event, under Article 1229 Italian Civil Code. Indirect damages, lost profits, loss of goodwill and data loss not attributable to InASnap's wilful misconduct or gross negligence are excluded.

12.4 **Vis-à-vis Consumers:** nothing limits the mandatory remedies under the Consumer Code and Legislative Decree 170/2021 (implementing EU Directive 2019/770 on digital content and services), including conformity remedies (Art. 135-*octies* et seq.).

13. Intellectual property

13.1 All IP rights in the Service, underlying software, trademarks, logos, graphics, interfaces and documentation belong to InASnap or its licensors. Only a limited usage licence necessary to access the Service is granted to the User.

13.2 The «**InASnap**» mark and logo are exclusive property of the Provider. On FREE, the User accepts that public menu pages display «*Powered by InASnap*» with a link to the Provider's site.

13.3 The User retains rights to Content (Art. 7.4).

14. Data protection

14.1 InASnap processes personal data under Regulation (EU) 2016/679 («GDPR»), Italian Legislative Decree 196/2003, and the **Privacy Policy**, which is an integral part of these Terms.

14.2 With respect to End-Customers' data on public menu pages, the User acts as **Controller** and InASnap as **Processor** under Article 28 GDPR. By accepting these Terms, the User appoints InASnap as Processor under the **Data Processing Agreement (DPA)** available in the reserved area or on request at privacy@inasnap.app.

14.3 The User warrants that it has provided its End-Customers with a privacy notice covering InASnap's processing on its behalf.

15. Amendments

15.1 InASnap may amend these Terms for technical, regulatory, security or development reasons, upon at least 15 days' notice by e-mail or in-app.

15.2 If the User does not accept, it may terminate without penalty within the notice period; continued use constitutes tacit acceptance under Article 1341 Italian Civil Code.

16. Governing law and jurisdiction

16.1 **Italian law** governs.

16.2 For disputes with professional Users, the courts of **Padua** have exclusive jurisdiction.

16.3 For Consumer disputes, the courts of the Consumer's place of residence or domicile in Italy apply, under Article 66-*bis* of the Consumer Code. The Consumer may also use the EU ODR platform at ec.europa.eu/consumers/odr.

17. Final provisions

17.1 The User may not assign this contract without InASnap's written consent. InASnap may assign to successors (e.g., business transfers) on 30 days' notice.

17.2 These Terms, together with the Privacy Policy, Cookie Policy and DPA (if any), constitute the entire agreement.

17.3 Partial invalidity does not affect the remaining provisions.

17.4 Notices to User are sent to the registered e-mail; notices to InASnap to privacy@inasnap.app / support@inasnap.app.

17.5 **Onerous clauses — specific acceptance under Art. 1341(2) Italian Civil Code:** the User specifically accepts Articles 6.3 (auto-renewal), 7.5 (indemnity), 10.3 (Provider's termination), 11 (suspension and termination), 12.3 (liability cap), 15 (unilateral amendments), 16.2 (exclusive jurisdiction), 17.1 (no assignment).