

# SMART OPERATOR

*Operating Performance System (OPS)*

## TERMS OF SERVICE

These Terms of Service apply to all Smart Operator products and services.

*By creating an account or using our Services, you agree to be bound by these Terms.*

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### Who we are

#### Smart Operator group of companies (“Smart Operator”):

Smart Operator Ltd is an AI research and deployment company registered in England and Wales (No. 13260272) with its registered office at 20 Wenlock Road, London, N1 7GU, United Kingdom.

Smart Operator SA Pty Ltd is an AI research and deployment company registered in South Africa (No. 2025/828938/07) with its registered office at 2<sup>nd</sup> floor Sedgwick House, 24 Bloem Street, Cape Town, Western Cape, South Africa.

Our mission is to help operational teams work smarter through AI-powered intelligence.

For more information, visit [www.smart-operator.ai](http://www.smart-operator.ai).

These Terms of Service (“Terms”) form a binding agreement between you (“you”, “your”, the “Brand”) and Smart Operator (“we”, “our”, “us”) governing your access to and use of all Smart Operator products and services. Please read them carefully.

## 1. DEFINITIONS

The following terms have the meanings set out below throughout these Terms:

<b>"Account"</b>	Your registered Brand account on the Smart Operator Platform, created when you complete sign-up.
<b>"AI Credits" / "Credits"</b>	Pre-funded monetary units, denominated in USD, loaded into your Wallet and deducted in real time as you use AI-powered features. Credits are consumed based on actual AI Token usage per chargeable event.
<b>"AI Token" / "Token"</b>	The base billing unit for AI-powered features. Each AI interaction consumes tokens based on the volume of data sent to and returned by the AI model (ingress and egress).
<b>"Billing Date"</b>	The same calendar date each month as your first Wallet Deposit, on which your monthly Wallet Deposit is automatically charged to your nominated payment method.
<b>"Brand"</b>	The company, business, or organisation that creates an Account and subscribes to the Services.
<b>"Content"</b>	Collectively, your Input and any Output generated by the Services in response to that Input.
<b>"Data Protection Laws"</b>	The Protection of Personal Information Act 4 of 2013 (POPIA) and regulations thereunder; the UK General Data Protection Regulation (UK GDPR); the UK Data Protection Act 2018; and any successor, equivalent, or implementing legislation as amended from time to time.
<b>"Document Ingestion"</b>	The process by which you upload documents to build or update your AI knowledge base within the Platform. Ingestion costs are deducted from your Wallet.
<b>"Effective Date"</b>	The date on which you create your Account or first access the Services, whichever is earlier. These Terms are binding from the Effective Date.
<b>"Equipment"</b>	Any hardware supplied by Smart Operator or specified by Smart Operator for use with the Services, including but not limited to Smart Box devices, wearable earpieces, and smart glasses.
<b>"Force Majeure Event"</b>	Any event beyond a party's reasonable control, including natural disasters, war, pandemic, government action, or failure of third-party infrastructure.
<b>"Input"</b>	Any data, text, documents, queries, voice instructions, images, or other material you or your Operators provide to the Services to obtain Output. You warrant that you have all rights and permissions needed to submit Input.
<b>"Interaction Session"</b>	A single, completed AI conversation between an Operator and the AI, comprising all back-and-forth messages within that session until it ends or times out. Multiple follow-up questions within one continuous session count as a single Interaction Session for billing purposes.
<b>"Intellectual Property Rights"</b>	All trade marks, patents, copyrights, database rights, design rights, trade secrets, know-how, and all other intellectual property rights, whether registered or unregistered, anywhere in the world.
<b>"Operator"</b>	An individual employee, contractor, or agent of yours who is authorised to access and use the Services on your behalf at a specific Site.
<b>"Output"</b>	Any text, data, analysis, guidance, checklist responses, tutoring content, or other AI-generated content produced by the Services in response to your Input. Output is generated by probabilistic AI models and may vary even for identical Inputs.

<b>"Personal Information"</b>	Has the meaning given under POPIA and/or the UK GDPR, as applicable: any information relating to an identified or identifiable natural person (and, under POPIA, juristic person).
<b>"Platform"</b>	The Smart Operator AI-driven operational intelligence platform, including all associated software, APIs, AI models, algorithms, user interfaces, mobile applications, and documentation, as updated from time to time.
<b>"Products"</b>	All Smart Operator software products, platforms, applications, AI models, tools, modules, and features made available to you from time to time, whether currently existing or developed in the future, including (without limitation) staff intelligence tools, operational compliance products, guest intelligence modules, AI concierge features, AI-assisted checklists, tutoring tools, and any other product Smart Operator brings to market. The specific Products available to you depend on your chosen Subscription plan.
<b>"Rate Card"</b>	Our schedule of estimated per-session AI costs (denominated in USD) are updated from time to time. Rate Card figures are averages derived from real production data; your actual charges are determined by real-time token consumption.
<b>"Services"</b>	Access to and use of our Products and Platform under your Subscription, including any associated support, onboarding, and documentation we provide.
<b>"Site"</b>	A specific place of business you operate and register under your Brand on the Platform.
<b>"Special Personal Information"</b>	Personal Information revealing religious or philosophical beliefs, race or ethnic origin, trade union membership, political opinion, health or sex life, biometric data, or criminal history.
<b>"Stripe"</b>	Stripe Payments Europe, Ltd. and/or Stripe, Inc., our third-party payment processor through which you manage your Subscription and Wallet Deposits.
<b>"Subscription"</b>	Your ongoing right to access and use the Services, commencing on the Effective Date and continuing until cancelled or terminated in accordance with these Terms.
<b>"Subscription Plan"</b>	The specific tier, feature set, and pricing configuration you select at sign-up (or as subsequently changed) through our Stripe-powered checkout. Your Subscription Plan determines which Products are available to you and the recommended Wallet Deposit amount.
<b>"Wallet" / "Smart Operator Wallet"</b>	The credit account we maintain for you, holding your AI Credits. Your Wallet balance is depleted in real time as you use AI-powered features and replenished by each Wallet Deposit or ad-hoc top-up.
<b>"Wallet Deposit"</b>	The monthly USD amount you select when setting up your Subscription through Stripe, which is loaded into your Wallet at the start of each billing cycle. You may adjust your Wallet Deposit up or down at any time.

## 2. ACCEPTANCE AND REGISTRATION

### 2.1 Agreement to These Terms

- 2.1.1 By creating an Account, checking an acceptance box during sign-up, or otherwise accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy (available at [smart-operator.ai/privacy](https://smart-operator.ai/privacy)). If you do not agree, do not access or use the Services.
- 2.1.2 We may update these Terms from time to time. We will notify you of material changes via email or in-product notification. All other changes are effective as soon as we post them at [smart-operator.ai/terms](https://smart-operator.ai/terms). If you do not agree to updated Terms, you must stop using the Services before the updated Terms take effect. Continued use after any update constitutes acceptance.
- 2.1.3 These Terms do not create any partnership, joint venture, agency, or employment relationship between you and Smart Operator.

### 2.2 Account Registration

- 2.2.1 You must provide accurate, complete, and current information when creating your Account, and promptly update it if anything changes. We may suspend or terminate your Account if registration information is found to be materially inaccurate or misleading.
- 2.2.2 Account credentials are issued to your designated administrator(s). You must not share login credentials with any person outside your organisation and are responsible for all activity — including all usage charges — that occurs under your Account.
- 2.2.3 If you create an Account or agree to these Terms on behalf of a company or organisation, you represent and warrant that you have the legal authority to bind that entity. In that case, “you” and “your” refer to that entity throughout these Terms.

## 3. OUR PRODUCTS AND SERVICES

### 3.1 What We Offer

- 3.1.1 Smart Operator makes a growing range of AI-powered operational intelligence Products available through the Platform and can be updated at any given time by adding more Products we develop and make available from time to time under your Subscription Plan. The Products available to you depend on your chosen Subscription Plan. Current Products include (without limitation):
- 3.1.2 We may launch new Products, update existing ones, or retire features at any time. We will use reasonable efforts to give you advance notice of material changes. New Products may be available as part of your existing Subscription Plan or require an upgrade, as communicated to you at the time of launch.

### 3.2 AI-Powered Features and Wallet Dependency

- 3.2.1 AI-powered features require a positive Wallet balance to operate. When your Wallet balance reaches zero, AI-powered features pause automatically. All non-AI platform features (reading, writing, viewing information, and managing content) remain fully accessible regardless of your Wallet balance.
- 3.2.2 AI-powered features restore instantly once your Wallet is topped up.

### 3.3 Third-Party Services

- 3.3.1 Our Platform may incorporate or interact with third-party software, products, or services (“Third-Party Services”), including the underlying AI models that power our features. Third-Party Services are subject to their own terms and policies. We are not responsible for the acts, omissions, errors, faults or content of any Third-Party Service provider.
- 3.3.2 Parts of our Services may include output from Third-Party Services (“Third-Party Output”). Third-Party Output is subject to the relevant third-party provider’s terms.

## 4. SUBSCRIPTION, WALLET, AND BILLING

### 4.1 How Our Pricing Works

#### How Smart Operator Pricing Works

You make a monthly Wallet Deposit (the amount you select at sign-up through Stripe), which loads AI Credits into your Wallet.

As your Operators use AI-powered features, credits are deducted in real time based on actual AI token consumption.

There are no per-user licence fees or seat charges. Unspent credits expires after a period of time — they carry over month to month up to six (6) months.

- 4.1.1 When you sign up, you select your Subscription Plan and your monthly Wallet Deposit amount through our Stripe-powered checkout. Your recommended Wallet Deposit is calculated based on your estimated number of Operators, Sites, expected usage intensity, and chosen Products — but you are free to choose any amount.
- 4.1.2 Actual costs are determined by real-time AI Token consumption and deducted from your Wallet immediately on completion of each Interaction Session or Document Ingestion event.
- 4.1.3 All Wallet Deposits are denominated in USD and exclude applicable taxes.

### 4.2 What You Are Billed For

Billing Event	How Credits Are Consumed
<b>AI Interaction Session</b>	One completed conversation between an Operator and the AI. Credits deducted based on total ingress + egress tokens for the session. All follow-up questions within one continuous session count as a single session.
<b>Document Ingestion</b>	Credits deducted per document uploaded to your AI knowledge base. Cost varies by document length.
<b>AI Checklists and Tutoring</b>	Credits deducted per completed AI-assisted checklist or tutoring session, based on token consumption.
<b>Non-AI Platform Use</b>	No charge. Accessing, reading, writing, and managing platform content does not consume Wallet credits.

### 4.3 Your Wallet

<b>Monthly Deposit</b>	The amount you selected at sign-up through Stripe, charged to your nominated payment method on each Billing Date. You can adjust your Wallet Deposit up or down at any time; changes take effect from your next Billing Date.
<b>Real-Time Deduction</b>	Credits are deducted from your Wallet in real time as each AI event completes.
<b>Credits are available for 6 months</b>	Unused credits carry forward automatically each month. Your Wallet balance is cumulative. It expires after 6 months.
<b>Balance Reaches Zero</b>	AI-powered features pause automatically. Non-AI platform features continue to work normally. Top up at any time to restore AI features instantly.
<b>Ad-Hoc Top-Ups</b>	You may top up your Wallet at any time via your account settings. Top-ups are processed through Stripe and credited immediately.
<b>Cancellation</b>	No minimum term. On cancellation, you may continue using any remaining Wallet credits during a 30-day wind-down period. No further Wallet Deposits are charged after cancellation. Remaining credits are not refunded in cash unless required by applicable law.

### 4.4 Recurring Payment Authorisation

#### IMPORTANT - Recurring Payment Mandate

By providing your card details through our Stripe checkout and subscribing to the Services, you expressly authorise Smart Operator to instruct Stripe to charge your nominated payment card your selected Wallet Deposit amount (plus any applicable taxes) on the Billing Date each month. This is a standing mandate and continues until you cancel your Subscription. You will not receive a separate notification before each monthly charge unless the amount changes.

- 4.4.1 All Wallet Deposits are collected by Stripe on our behalf. By providing your payment details, you agree to Stripe's Checkout User Terms of Service and Privacy Policy (available at [stripe.com/legal](https://stripe.com/legal) and [stripe.com/privacy](https://stripe.com/privacy)). We do not store or have access to your full card number, CVV, or card security data; these are handled exclusively by Stripe under PCI-DSS Level 1 standards.
- 4.4.2 Your first Wallet Deposit is charged on your Effective Date. Subsequent deposits are charged on the same calendar date each month. Where that date falls on a weekend or public holiday, the charge processes on the next business day.
- 4.4.3 If a payment fails, we will attempt to retry the charge via Stripe. If payment remains AI-powered features are immediately suspended.

### 4.5 Taxes

- 4.5.1 All prices are quoted excluding VAT, GST, or equivalent indirect taxes. Applicable taxes will be added to your charge and shown on your Stripe invoice. We will charge tax where we are required to do so by applicable law.
- 4.5.2 You are responsible for any withholding tax obligations in your jurisdiction. Where withholding is required, you must gross up your payment so that we receive the full invoiced amount.

### 4.6 Price and Rate Card Changes

- 4.6.1 We may update our Rate Card or prices at any time by giving you advance prior notice via email or in-product notification. Any price increase to your Subscription Plan will take effect on your next renewal cycle, giving you the opportunity to cancel if you do not agree to the increase.
- 4.6.2 Rate Card changes affect the rate at which your Wallet credits are consumed, not your Wallet Deposit amount.

#### 4.7 Automatic Renewal

- 4.7.1** Your Subscription renews automatically on each Billing Date until you cancel. You are free to stop using our Services and cancel at any time.
- 4.7.2** Cancellation takes effect at the end of the current billing month following your cancellation notice.

#### 4.8 Usage Visibility and Low-Balance Alerts

- 4.8.1** Your real-time Wallet balance, credit consumption by Product, and per-Operator usage are visible to your Account administrator at all times in the Platform dashboard.

#### 4.9 Invoicing and Billing Disputes

- 4.9.1** We will issue a Stripe-generated receipt and invoice for each monthly Wallet Deposit. Detailed usage records are accessible at all times in your Platform dashboard.
- 4.9.2** If you believe a charge is incorrect, you must notify us at [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai) within 14 days of the Stripe receipt before initiating any payment dispute or chargeback with your card issuer.

#### 4.10 Discontinuation of Services

- 4.10.1** We may decide to discontinue the Services or a material Product. If we do, we will give you reasonable advance notice (no less than 30 days where practicable) and refund any prepaid, unused Wallet credits as of the discontinuation date.

#### 4.11 Promotional Codes and Discounts

- 4.11.1 Issuance.** Smart Operator may, at its sole discretion, issue promotional codes, discount codes, or coupons ("Promotional Codes") from time to time. Promotional Codes are not guaranteed, have no cash value, and do not form part of any ongoing entitlement under your Subscription.
- 4.11.2 Redemption.** To redeem a Promotional Code, you must enter it at the point of checkout s before completing the relevant transaction. Codes cannot be applied retrospectively to charges already processed through Stripe.
- 4.11.3. One Code Per Transaction.** Only one Promotional Code may be applied per transaction or billing cycle unless expressly stated otherwise. Promotional Codes cannot be combined with each other or with any other offer.
- 4.11.4 Eligibility.** Promotional Codes may be subject to eligibility restrictions, including (without limitation) first-time subscribers only, specific Subscription Plans, minimum Wallet Deposit amounts, or specified geographic regions. Eligibility conditions will be stated at the time of issue.
- 4.11.5 Expiry.** Each Promotional Code has an expiry date or redemption limit as communicated at the time of issue. Expired or exhausted codes will be rejected at checkout. We are not obliged to extend, reissue, or honour any expired or invalid code.
- 4.11.6. Effect on Wallet.** Where a Promotional Code provides a discount on your Wallet Deposit, the discount applies to the relevant billing cycle as noted on the coupon terms. Your standard Wallet Deposit amount resumes in full on the next Billing Date (following the period as per the coupon terms) unless you amend your Subscription.
- 4.11.7. Non-Transferable; No Public Sharing.** Promotional Codes are issued for your personal use only. You must not:
- share, forward, or disclose a Promotional Code to any third party;
  - post or publish a code on any website, forum, social media platform, coupon aggregator, or other public channel;
  - sell, barter, or exchange a code for any form of consideration; or
  - permit any person outside your organisation to use a code issued to you.

Any code used in breach of this clause will be deemed invalid and void. We may, at our discretion, reverse any discount or credit applied using a code that was shared in violation of these Terms, and recover the face value of the discount from your Wallet balance or next Wallet Deposit.

- 4.11.8. Fraud and Abuse.** Any attempt to generate, replicate, or misuse Promotional Codes — including use of automated systems, fictitious accounts, or bulk redemptions — constitutes fraudulent misuse. We may terminate your Account and report such activity to the relevant authorities.
- 4.11.9. Modification or Withdrawal.** We reserve the right to modify, suspend, or withdraw any Promotional Code programme at any time without notice. This does not affect codes already validly redeemed before the date of withdrawal

## 5. USING OUR SERVICES

### 5.1 What You Can Do

- 5.1.1** Subject to your compliance with these Terms and the payment of your Wallet Deposits, we grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services and Platform solely for your internal business operations during your Subscription term. AI-powered features require a positive Wallet balance.

### 5.2 What You Cannot Do

- 5.2.1** You may not use our Services for any illegal, harmful, or abusive activity. In particular, you must not:
- (a) use the Services in a way that infringes, misappropriates, or violates anyone's rights;
  - (b) resell, sublicense, or make the Services available to any third party outside your organisation;
  - (c) modify, copy, lease, sell, or distribute any part of the Services;
  - (d) attempt to or assist anyone to reverse engineer, decompile, or discover the source code, algorithms, or underlying components of the Platform, including our models, AI systems, or architecture (except to the extent this restriction is prohibited by applicable law);
  - (e) automatically or programmatically extract data, Input, or Output from the Services in bulk or outside of normal operational use;
  - (f) represent that Output was human-generated when it was not, or otherwise misrepresent the AI-generated nature of Output;
  - (g) interfere with or disrupt the Services, including circumventing rate limits, access restrictions, or any protective measures or safety controls we put on the Services;
  - (h) use Output to develop, train, fine-tune, or benchmark any AI model or system that competes with Smart Operator;
  - (i) use deliberately constructed prompts to maximise token consumption without genuine operational purpose, including prompt injection attacks or techniques designed to artificially inflate Wallet charges;
  - (j) share Operator login credentials across multiple individuals in a way designed to circumvent per-Operator usage attribution; or
  - (k) use the Services for any end use prohibited by applicable trade laws.

### 5.3 Rate Limiting and Throttling

- 5.3.1** We reserve the right to impose rate limits on AI interactions, API calls, and Document Ingestion events at any time to protect Platform stability, manage infrastructure, or respond to abnormal usage. Rate limits applied in good faith are not a breach of these Terms.

### 5.4 Software

- 5.4.1** Where we make software applications available for download (including mobile applications), such software may update automatically to ensure you are using the latest version. Our software may include open-source components governed by their own licences, details of which we will make available on request.

### 5.5 Feedback

- 5.5.1** We appreciate your feedback. You agree that we may use any feedback, suggestions, or ideas you provide without restriction or compensation to you.

## 6. YOUR RESPONSIBILITIES

### 6.1 You are responsible for:

- (a) keeping your Account credentials confidential;
- (b) all activity that occurs under your Account, including all usage charges;
- (c) ensuring your Operators comply with these Terms;
- (d) procuring and maintaining all hardware, internet connectivity, and infrastructure required for the Services (including camera specifications for hardware-dependent Products);
- (e) ensuring any information processed of your clients are done so with their permission; and
- (e) promptly notifying us at [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai) of any suspected security breach or unauthorised account access.

### 6.2 Where you use camera-based Products (such as Smart Box), you are solely responsible for:

- (a) displaying appropriate surveillance notices as required by POPIA, GDPR, and any applicable local law;
- (b) obtaining all necessary consents from staff, guests, and visitors; and
- (c) complying with all local regulations governing CCTV and video surveillance.

### 6.3 You are responsible for ensuring that all documents you upload for Document Ingestion are accurate, lawfully obtained, and appropriately licensed for use with AI systems.

We are not responsible for Output derived from inaccurate, incomplete, or unlawfully uploaded source materials.

## 7. CONTENT AND INTELLECTUAL PROPERTY

### 7.1 Your Input

**7.1.1** You retain ownership of all Input you provide to the Services, including documents you upload to your knowledge base. You grant us a non-exclusive, royalty-free licence to process your Input solely to provide the Services and, in anonymised and aggregated form only, to improve our Products.

**7.1.2** You represent and warrant that you have all rights, licences, and permissions needed to provide Input to the Services, and that Input does not violate any applicable law or any third party's rights.

### 7.2 Output Ownership

**7.2.1** As between you and Smart Operator, and to the extent permitted by applicable law, you own Output generated in response to your Input. We assign to you all our right, title, and interest, if any, in and to Output produced for your Account.

**7.2.2** This assignment does not extend to:

- (a) Output generated for other users of the Services;
- (b) Third-Party Output; or
- (c) Smart Operator's underlying models, prompts, architectures, and systems that produced the Output.

**7.2.3** Similarity of Output. Due to the probabilistic nature of AI, Output may not be unique. Other users submitting similar Input may receive similar Output. Our assignment above applies only to Output generated for your Account.

### 7.3 Our Intellectual Property

**7.3.1** We and our affiliates and group companies, own all rights, title, and interest in the Platform, Products, Services, and all related Intellectual Property Rights. Nothing in these Terms transfers ownership of our Platform or any Smart Operator IP to you.

**7.3.2** We own all aggregated, anonymised, or derived data, analytics, models, and insights generated from usage of the Services, provided such data does not identify you or any individual.

## 7.4 IP Complaints

**7.4.1** If you believe your intellectual property rights have been infringed by content on the Platform, please send notice to [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai) with the subject line. Your notice must include:

- (a) your name and contact details;
- (b) a description of the IP right you claim has been infringed;
- (c) a description of the allegedly infringing content and where it appears on the Platform;
- (d) a statement of good-faith belief that the use is not authorised; and
- (e) a statement that the information in your notice is accurate.

**7.4.2** We will investigate all valid IP complaints promptly, may disable or remove content pending investigation, and will terminate accounts of repeat infringers where appropriate.

## 8. DATA PROTECTION AND PRIVACY

### 8.1 Our Privacy Policy

**8.1.1** Our Privacy Policy (available at [www.smart-operator.ai/privacy](http://www.smart-operator.ai/privacy)) explains how we collect, use, and protect personal information in connection with the Services. Although it does not form part of these Terms, it is an important document you should read.

### 8.2 Data Roles

**8.2.1** You are the Responsible Party / Controller of all Personal Information contained in your Content and Client Data. We process your Content as your Operator / Processor solely on your instructions, except where we are required by applicable law to act as an independent controller.

**8.2.2** You warrant that: (a) you have a lawful basis for processing all Personal Information you provide to the Services; (b) you have provided all required notices under POPIA and/or the UK GDPR to relevant data subjects; (c) you have obtained all necessary consents; and (d) you have not included Special Personal Information in your Content without our prior written agreement.

### 8.3 Camera-Based Products

#### Important — POPIA Section 18 / CCTV Surveillance

Our camera-based Products (including Smart Box) process video feeds which may contain images of identifiable persons, constituting Personal Information under POPIA and the UK GDPR. As Responsible Party, you must: display visible CCTV/surveillance notices in all monitored areas; have a lawful basis for monitoring; maintain a record of processing activities; and respond to any data subject access requests relating to captured footage.

### 8.4 Our Processing Obligations

**8.4.1** We will: (a) process your Content only on your documented instructions; (b) implement appropriate technical and organisational security measures; (c) assist you in responding to data subject rights requests; (d) notify you within 72 hours of becoming aware of a confirmed Personal Information breach; and (e) delete your Content within 30 days of the end of your Subscription.

**8.4.2** Data processed in Google Cloud Platform (GCP) infrastructure are located in the European Economic Area (eu-west-2 or eu-west-4). We may transfer your Content to other jurisdictions without your prior written consent to ensure platform uptime and continued access.

### 8.5 Cross-Border Transfers

**8.5.1** We are incorporated in the United Kingdom. Where your Content originates from South Africa and is transferred to or accessible from the United Kingdom, you acknowledge that the UK is not currently designated as having adequate protection by South Africa's Information Regulator. By using our Services, you agree that these Terms constitute the written agreement providing adequate data protection safeguards for such transfers under POPIA Section 72.

**8.5.2** For UK GDPR purposes, any transfers to countries without UK adequacy decisions will be subject to appropriate transfer mechanisms (including UK Standard Contractual Clauses).

## 8.6 Information Officers and DPOs

**8.6.1** Smart Operator has appointed an Information Officer / Data Protection Officer. Contact: [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai). Smart Operator is registered with the UK Information Commissioner's Office (ICO).

**8.6.2** Under POPIA, you are required to designate an Information Officer for your organisation and, if you have not already done so, register that individual with the South African Information Regulator. You are responsible for your own POPIA compliance obligations.

## 8.7 Stripe as Sub-Processor

**8.7.1** We use Stripe as a payment sub-processor. Stripe processes your billing contact name, email address, and card details and is PCI-DSS Level 1 certified.

## 9. CONFIDENTIALITY

**9.1** Each party may disclose confidential information to the other in connection with the Services. The receiving party will: (a) protect confidential information with at least the same care it applies to its own (and no less than reasonable care); (b) use it only for the purposes of these Terms; and (c) not disclose it to any third party without prior written consent, except to professional advisors bound by equivalent confidentiality obligations.

**9.2** Confidentiality obligations do not apply to information that: (a) becomes publicly available through no fault of the receiving party; (b) was already known at the time of disclosure; (c) is independently developed; or (d) is required to be disclosed by law, with prompt notice where permitted.

**9.3** These confidentiality obligations survive termination of your Subscription for 5 years.

## 10. AI OUTPUT DISCLAIMER AND ACCURACY

### Please Read — Important Limitations of AI Output

The Services utilise probabilistic AI models.

All Output - including concierge responses, checklists, operational guidance, and tutoring content - is provided "as is" without warranty of any kind. The Company expressly disclaims all representations regarding the accuracy, completeness, reliability, or fitness for purpose of any Output.

Output does not constitute professional, legal, financial, or operational advice. You and your Operators bear sole responsibility for independently verifying all Output prior to reliance or action. Any reliance on unverified Output is entirely at your own risk.

To the maximum extent permitted by applicable law, the Company accepts no liability for any loss or damage arising from reliance on AI-generated Output.

**10.1** When you use our Services, you understand and agree that:

- (a)** Output may not always be accurate. You should not rely on Output as a sole source of truth or factual information, or as a substitute for professional advice.
- (b)** You must evaluate Output for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing Output.
- (c)** You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.
- (d)** Our Services may provide incomplete, incorrect, or offensive Output that does not represent Smart Operator's views. Where Output references any third-party product or service, that does not mean the third party endorses or is affiliated with Smart Operator.

- (e) Any use of Output from our Services is at your sole risk. You must not rely on Output as a substitute for professional advice.
- 10.2 Artificial intelligence and machine learning are rapidly evolving fields. We continuously work to improve the accuracy, reliability, and safety of our Services. However, given the probabilistic nature of machine learning, Output may in some situations not accurately reflect real people, places, facts, or circumstances.
- 10.3 Estimated session costs are averages derived from real production data and are provided as guidance only. Your actual charges are determined by real-time token consumption and may differ.

## 11. DISCLAIMER OF WARRANTIES

- 11.1 Our services are provided “as is.” Except to the extent prohibited by law, we and our affiliates and licensors make no warranties (express, implied, statutory, or otherwise) with respect to the services and disclaim all warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. We do not warrant that the services will be uninterrupted, accurate, or error-free, or that any content will be secure or not lost or altered.
- 11.2 You accept and agree that any use of output from our services is at your sole risk and you will not rely on output as a sole source of truth or factual information, or as a substitute for professional advice.

## 12. LIMITATION OF LIABILITY

- 12.1 neither we nor any of our affiliates or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if we have been advised of the possibility of such damages.
- 12.2 our aggregate liability to you under these terms will not exceed the total wallet deposits paid by you to Smart Operator in the 3 months immediately preceding the event giving rise to the claim.
- 12.3 nothing in these terms limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by applicable law.
- 12.4 our affiliates, suppliers, licensors, and distributors are intended third-party beneficiaries of the limitations and disclaimers in these terms.
- 12.5 Some countries and jurisdictions do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you and you may have additional rights. In that case, these Terms limit our responsibilities to the maximum extent permissible in your jurisdiction.

## 13. INDEMNITY

- 13.1** To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Smart Operator, our affiliates, officers, directors, employees, and licensors from and against any costs, losses, liabilities, damages, and expenses (including reasonable legal fees) arising out of or relating to any third-party claim concerning:
- (a) your use of the Services (including your use of Output) in violation of these Terms;
  - (b) Input you or your Operators submit to the Services, including any allegation that Input infringes a third party's rights or violates applicable law;
  - (c) Personal Information you upload or process through the Platform in violation of applicable Data Protection Laws; or
  - (d) any misrepresentation that AI Output was human-generated.
- 13.2** We will notify you promptly of any indemnifiable claim and will cooperate reasonably in the defence of such claim. You may not settle any claim that imposes obligations on Smart Operator without our prior written consent.

## 14. TERMINATION AND SUSPENSION

### 14.1 Your Right to Stop

- 14.1.1** You are free to stop using our Services and cancel your Subscription at any time through your Account settings. Cancellation takes effect at the end of your current billing month.

### 14.2 Our Right to Suspend or Terminate

- 14.2.1** We reserve the right to suspend or terminate your access to the Services or delete your Account if we determine that:
- (a) you have breached these Terms or our Usage Policies;
  - (b) we must do so to comply with applicable law;
  - (c) your use of the Services poses a risk of harm to Smart Operator, our users, other Brands, or any third party; or
  - (d) your usage pattern indicates fraudulent activity, automated abuse, or deliberate cost inflation.
- 14.2.2** We may also terminate your Account if it has been inactive for more than 6 consecutive months and you do not have a positive Wallet balance, provided we give you at least 30 days' advance written notice.

### 14.3 Appeals

- 14.3.1** If you believe we have suspended or terminated your Account in error, you may file an appeal by contacting us at [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai) with the subject line "Account Appeal" and a full explanation of your grounds. We will review all appeals in good faith and respond within 10 business days.

### 14.4 Effect of Termination

- 14.4.1** On termination:
- (a) your licence to use the Services ends immediately;
  - (b) you must cease all use of the Services;
  - (c) any Smart Operator Equipment in your possession must be returned within 7 (seven) days;
  - (d) remaining Wallet credits are available during a 30-day wind-down period, after which they are forfeited (unless required by applicable law); and
  - (e) provisions of these Terms that by their nature should survive termination (including Sections 7, 8, 9, 10, 11, 12, 13) continue in force.

## 15. TRADE CONTROLS

- 15.1** You must comply with all applicable trade laws and regulations, including sanctions and export controls administered or enforced by the United Kingdom, the European Union, the United Nations, the United States, South Africa, and any other applicable jurisdiction.
- 15.2** Our Services may not be used in or for the benefit of, or exported or re-exported to: (a) any country or territory subject to comprehensive UK, EU, UN, or US sanctions; or (b) any individual or entity on any applicable sanctions, denied-party, or restricted-party list.
- 15.3** You represent and warrant that you are not located in, under the control of, or a national or resident of any sanctioned country, and are not listed on any applicable sanctions or restricted-party list.

## 16. GENERAL TERMS

- 16.1** Assignment. You may not assign or transfer any rights or obligations under these Terms. Any attempt to do so will be void. We may assign our rights or obligations to any affiliate, subsidiary, or successor in interest of any business associated with our Services.
- 16.2** Changes to These Terms. We may update these Terms from time to time due to changes in law, security or safety reasons, changes in the usual course of developing our Services, or to adapt to new technologies. We will give you advance notice of changes that materially adversely impact you, via email or in-product notification. All other changes are effective as soon as we post them at [smart-operator.ai/terms](https://smart-operator.ai/terms).
- 16.3** Delay in Enforcing These Terms. Our failure to enforce any provision of these Terms is not a waiver of our right to enforce that provision at a later time. If any portion of these Terms is found to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible; the remainder of these Terms will continue in effect.
- 16.4** Severability. If any provision is found to be invalid or unenforceable, it will be modified to the minimum extent necessary; remaining provisions continue in force.
- 16.5** Entire Agreement. These Terms constitute the entire agreement between you and Smart Operator regarding the Services and supersede any prior or contemporaneous agreements between us regarding the same subject matter.
- 16.6** Dispute Resolution. Before either party commences formal legal proceedings (other than for urgent injunctive relief or undisputed debt recovery), the parties agree to try to resolve any dispute informally. You agree to notify us at [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai) and we will contact you at your registered email address. If we are unable to resolve a dispute within 30 days, either party may refer it to mediation under the CEDR Model Mediation Procedure before commencing litigation.
- 16.7** Governing Law. These Terms are governed by the laws of England and Wales, excluding conflict-of-laws principles. Except as provided in Section 16.6, all claims arising out of or relating to these Terms will be brought exclusively in the courts of England and Wales.

### IMPORTANT CONTACTS:

General Enquiries

[OPS@smart-operator.ai](mailto:OPS@smart-operator.ai)

Privacy / Data / DPO

[OPS@smart-operator.ai](mailto:OPS@smart-operator.ai)

IP Complaints / Appeals

[OPS@smart-operator.ai](mailto:OPS@smart-operator.ai)

*These Terms of Service are published at [www.smart-operator.ai/terms](https://www.smart-operator.ai/terms)*

**SCHEDULE 1****Data Processing Terms**

These Data Processing Terms form Schedule 1 to the Smart Operator Terms of Service and are incorporated into and form part of the agreement between you and Smart Operator. By accepting the Terms of Service, you also accept these Data Processing Terms. They apply whenever Smart Operator processes Personal Information on your behalf in connection with the Services.

**Why this Schedule exists**

Data protection law (POPIA in South Africa, UK GDPR and the UK Data Protection Act 2018 in the United Kingdom) requires that where one organisation processes personal information on behalf of another, there must be a written data processing agreement in place. This Schedule is that agreement. It sets out Smart Operator's obligations to you as a data processor, and your obligations as the responsible party / controller.

**1. Parties and Data Roles****1.1** In these Data Processing Terms:

<b>You (the Brand)</b>	act as the Responsible Party (POPIA) / Controller (UK GDPR) in respect of all Personal Information you submit to, or that is generated within, the Services relating to your staff, guests, visitors, and other data subjects.
<b>Smart Operator</b>	acts as the Operator (POPIA) / Processor (UK GDPR) — processing Personal Information only on your documented instructions and only for the purposes set out in these Terms.
<b>Sub-Processors</b>	Third parties appointed by Smart Operator to carry out specific processing tasks on your behalf. Smart Operator remains responsible to you for the acts and omissions of its sub-processors.

**1.2** Smart Operator processes your Personal Information solely to provide the Services. Where Smart Operator processes data for its own independent purposes (e.g. billing, account administration), it does so as a controller in its own right, as described in our Privacy Policy ([smart-operator.ai/privacy](https://www.smart-operator.ai/privacy)).

## 2. Details of Processing

The table below describes the Personal Information we process on your behalf and the purposes for which we process it.

Processing detail	Description
<b>Subject matter</b>	The provision of AI-powered operational intelligence services to your Brand, including staff intelligence, operational compliance monitoring, guest intelligence, and AI-assisted checklists and tutoring.
<b>Duration</b>	For the duration of your Subscription and for a further 30 days post-termination, after which Personal Information is deleted or returned in accordance with Section 9.
<b>Nature of Processing</b>	Collection, storage, retrieval, analysis, AI model inference, output generation, reporting, and deletion of Personal Information, carried out by automated means.
<b>Purpose</b>	To deliver the Services you have subscribed to, including: (a) enabling Operators to access AI-powered knowledge and guidance; (b) generating operational compliance insights from camera data (Smart Box); (c) building and maintaining guest profiles (Guest Intelligence); and (d) tracking Operator usage and engagement for your administrative oversight.
<b>Types of Personal Information</b>	<p>Staff / Operator data: names, device identifiers, interaction logs, usage patterns, and contribution records.</p> <p>Guest / visitor data (Guest Intelligence only): names, reservation details, booking history, activity preferences, and staff-contributed contextual notes.</p> <p>Camera metadata (Smart Box only): anonymised foot traffic counts, zone occupancy data, and scene-level compliance indicators.</p>
<b>Categories of Data Subjects</b>	Your employees and contractors (Operators); guests and visitors of your Sites (where Guest Intelligence is subscribed); members of the public and staff present in CCTV-monitored areas (where Smart Box is used).
<b>Data Residency</b>	All cloud-based processing occurs within Google Cloud Platform (GCP) infrastructure located in the European Economic Area (eu-west-2 or eu-west-4). No Personal Information is processed outside the EEA without your prior written consent, except as required by applicable law.

### 3. Smart Operator's Obligations as Processor

#### 3.1 Smart Operator shall:

- (a) process Personal Information only on your documented instructions (including as set out in these Terms), and promptly notify you if it believes any instruction would breach applicable Data Protection Laws;
- (b) ensure that all persons authorised to process your Personal Information are subject to binding confidentiality obligations (contractual or statutory);
- (c) implement and maintain appropriate technical and organisational security measures as set out in Section 4 of these Data Processing Terms;
- (e) assist you in meeting your obligations to respond to data subject rights requests, as described in Section 6;
- (f) notify you of any Personal Information breach without undue delay and within 72 hours of becoming aware of it, as described in Section 7;
- (g) provide reasonable assistance with Data Protection Impact Assessments (DPIAs) and consultations with supervisory authorities, as described in Section 8;
- (h) delete or return your Personal Information at the end of the Subscription, as described in Section 9; and
- (i) make available all information necessary to demonstrate compliance with these Data Processing Terms, and allow for audits as described in Section 10.

### 4. Security Measures

4.1 Smart Operator implements and maintains appropriate technical and organisational security measures to protect Personal Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These measures are calibrated to the nature, scope, context, and purposes of processing and the risks involved, in accordance with Article 32 of the UK GDPR and the equivalent provisions of POPIA.

4.2 Smart Operator's security measures include, as appropriate:

Security Measure	Description
<b>Encryption in transit</b>	All data transmitted between your devices and the Platform is encrypted using TLS 1.2 or higher.
<b>Encryption at rest</b>	Personal Information stored in GCP infrastructure is encrypted at rest using AES-256.
<b>Access controls</b>	Access to Personal Information is restricted to Smart Operator personnel who require it to perform the Services. Role-based access controls are enforced.
<b>Confidentiality obligations</b>	All Smart Operator employees and contractors with access to Personal Information are subject to contractual confidentiality obligations.
<b>Sub-processor oversight</b>	Smart Operator enters into data processing agreements with all sub-processors and conducts periodic due diligence reviews.
<b>Incident response</b>	Smart Operator maintains an incident response procedure. Confirmed Personal Information breaches are notified to you within 72 hours.
<b>Data minimisation</b>	Smart Operator processes only the minimum Personal Information necessary to deliver the Services.
<b>Camera data (Smart Box)</b>	Only anonymised metadata (foot traffic, occupancy data) is transmitted to Smart Operator's cloud infrastructure.

## 5. Sub-Processing

- 5.1 You provide general written consent for Smart Operator to engage sub-processors for the purposes of providing the Services. A current list of sub-processors is available upon written request to [OPS@smart-operator.ai](mailto:OPS@smart-operator.ai)
- 5.2 Smart Operator shall impose data protection terms on each sub-processor that are no less protective than those in these Data Processing Terms and shall remain fully liable to you for the acts and omissions of its sub-processors.

## 6. Data Subject Rights

- 6.1 As Responsible Party / Controller, you are the primary point of contact for data subjects seeking to exercise their rights under POPIA, the UK GDPR, or any other applicable Data Protection Law (including rights of access, correction, deletion, restriction, portability, and objection).
- 6.2 Smart Operator shall, taking into account the nature of the processing, assist you by implementing appropriate technical and organisational measures to support your fulfilment of data subject rights requests, to the extent this is reasonably possible.
- 6.3 If Smart Operator receives a data subject rights request directly from a data subject in relation to your Personal Information, Smart Operator shall:
  - (a) promptly notify you, and in any event within 5 business days of receipt;
  - (b) not respond to the request except on your documented instructions or as required by applicable law; and
  - (c) if required by applicable law to respond before receiving your instructions, notify you of that legal requirement to the extent permitted by law.

## 7. Personal Information Breach

- 7.1 Smart Operator shall notify you without undue delay, and in any event within 72 hours of becoming aware of a Personal Information Breach affecting your Personal Information. The notification shall include, to the extent then available: (a) a description of the nature of the breach, including the categories and approximate number of data subjects and records affected; (b) the likely consequences of the breach; and (c) the measures taken or proposed to address the breach.
- 7.2 Smart Operator shall cooperate with you and take all reasonable steps directed by you to assist in the investigation, mitigation, and remediation of each Personal Information Breach.
- 7.3 You are responsible for assessing whether any Personal Information Breach requires notification to the relevant supervisory authority (e.g. the UK Information Commissioner's Office or the South African Information Regulator) or to affected data subjects, and for making any such notifications within the timeframes required by applicable Data Protection Law. Smart Operator will provide reasonable assistance with any such notifications.

## 8. Data Protection Impact Assessments

- 8.1 Smart Operator shall provide reasonable assistance to you with any Data Protection Impact Assessment (DPIA) and any prior consultations with supervisory authorities or competent data protection authorities that you reasonably consider to be required by Article 35 or 36 of the UK GDPR, Section 69 of POPIA, or equivalent provisions of any applicable Data Protection Law — in each case solely in relation to Smart Operator's processing of your Personal Information.
- 8.2 Requests for DPIA assistance should be directed to [hello@smart-operator.ai](mailto:hello@smart-operator.ai). Smart Operator will respond to all such requests within a reasonable time.

## 9. Deletion or Return of Personal Information

- 9.1 Within 30 days of the end of your Subscription (the “Cessation Date”), Smart Operator shall securely delete all Personal Information processed on your behalf under these Data Processing Terms, and shall procure the deletion of such data by any sub-processors.
- 9.2 Where you request the return of Personal Information prior to the Cessation Date, Smart Operator shall export and provide the data in a commonly used, machine-readable format within 15 business days of a written request.
- 9.3 Smart Operator may retain Personal Information beyond the Cessation Date to the extent required by applicable law (for example, financial records required by tax law or incident records required by regulatory authorities). Any such retained data shall continue to be protected in accordance with these Data Processing Terms.
- 9.4 Upon request, Smart Operator will provide written confirmation that Personal Information has been securely deleted, including the date and scope of deletion.

## 10. Audit Rights

- 10.1 Smart Operator shall, on reasonable written request (with not less than 30 days’ notice except in the case of a suspected or confirmed Personal Information Breach), make available to you all information reasonably necessary to demonstrate compliance with these Data Processing Terms.
- 10.2 Smart Operator shall allow for and contribute to audits, including inspections, conducted by you or an independent auditor mandated by you, in each case solely in relation to Smart Operator’s processing of your Personal Information. Such audits shall be: (a) conducted during normal business hours; (b) subject to reasonable prior notice; (c) carried out in a way that minimises disruption to Smart Operator’s business; and (d) conducted at your cost unless the audit reveals a material breach of these Data Processing Terms.
- 10.3 In lieu of an on-site audit, Smart Operator may satisfy its obligations under Section 10.1 by providing copies of relevant third-party audit reports, certifications, or compliance assessments (e.g. ISO 27001, SOC 2) covering the processing activities in question.

## 11. International Data Transfers

- 11.1 Smart Operator processes all cloud-hosted Personal Information within GCP infrastructure in the European Economic Area (eu-west-2 or eu-west-4). Smart Operator shall not transfer Personal Information outside the EEA except where such transfer is made in accordance with applicable data protection law, including by means of Standard Contractual Clauses, an adequacy decision, or such other lawful transfer mechanism as may be recognised under GDPR or POPIA. Smart Operator will inform you of the relevant transfer mechanism upon request.
- 11.2 Where your Personal Information originates from South Africa and is accessed from or transmitted to the United Kingdom, you acknowledge that such transfer is governed by POPIA Section 72 and UK GDPR. The Parties agree that the Terms of Service (incorporating these Data Processing Terms) constitute the written agreement providing an adequate level of protection for such transfers under POPIA Section 72. For UK GDPR purposes, Smart Operator will ensure appropriate transfer mechanisms are in place, including UK-approved Standard Contractual Clauses where required.
- 11.3 Where any transfer of Personal Information requires EU-approved or UK-approved Standard Contractual Clauses, the Parties agree to execute such clauses on request.