

Vinari — Operator Terms of Service

DRAFT FOR REVIEW. This is a working draft prepared as a starting point. It is not legal advice. Have a qualified Malaysian commercial/PDPA lawyer review it before publishing — particularly the Limitation of Liability, Alcohol, and Indemnity sections — and confirm it reads consistently with Lemon Squeezy's own terms.

Effective date: 1 July 2026 **Last updated:** 1 July 2026

1. Who these terms are between

These Terms of Service ("**Terms**") are a binding agreement between:

- **Lee Kok Yang**, an individual based in Malaysia operating under the brand name "**Vinari**" ("**Vinari**", "**we**", "**us**", "**our**"); and
- the business that registers for or uses the Service (the "**Operator**", "**you**", "**your**").

By registering for an account, starting a free trial, or using the Service, you confirm that you have read, understood, and agree to these Terms, and that you have authority to bind the Operator business you represent.

If you do not agree, do not register for or use the Service.

2. What the Service is

Vinari is a software platform ("**Service**") that:

- generates a QR code for each of your tables, which your guests scan to open a mobile web interface;
- uses generative artificial intelligence to suggest wines from the wine list **you** provide and maintain;
- relays guest selections to your operator dashboard, organised by table; and
- builds, on your behalf, a record of guest preferences and orders associated with **your venue**.

Vinari is a software tool only. **Vinari does not sell, supply, serve, pour, or deliver alcohol, and is not a licensed alcohol vendor, sommelier, nutritionist, or medical or dietary**

adviser. All recommendations generated by the Service are informational suggestions, not professional advice.

3. Eligibility

You may only use the Service if:

- you operate a lawful food and/or beverage business;
- you hold all licences, permits, and authorisations required to sell and serve alcohol in your jurisdiction; and
- you and your authorised users are of legal age and capacity to enter into this agreement.

You are solely responsible for ensuring the Service is lawful to use in your jurisdiction.

4. Accounts, trials, billing, and the role of Lemon Squeezy

4.1 Merchant of Record. Payments for the Service are processed by **Lemon Squeezy**, which acts as the **merchant of record** for your purchase. This means your purchase is a transaction between you and Lemon Squeezy, and Lemon Squeezy's terms and policies also apply to that transaction (including tax handling, payment processing, and chargebacks). Vinari provides the Service; Lemon Squeezy handles the billing relationship.

4.2 Free trial. Plans begin with a 7-day free trial. A valid payment method is required to start the trial. You will not be charged until the trial ends, and you may cancel at any time before the trial ends to avoid being charged. The trial provides your plan's full features with a limited share of its monthly guest sessions, as described at sign-up.

4.3 Subscriptions and renewal. Subscriptions are billed monthly or annually in **US dollars (USD)** according to the plan and table count you select. Subscriptions renew automatically for successive periods unless cancelled before the renewal date. Prices are exclusive of any taxes that Lemon Squeezy is required to collect as merchant of record.

4.4 Plan limits. Each plan includes a stated number of tables and monthly guest sessions. We may notify you, suspend, throttle, or require an upgrade if your usage materially exceeds your plan limits. We will use reasonable efforts to alert you before any service limitation takes effect.

4.5 Cancellation and refunds. You may cancel at any time; cancellation takes effect at the end of your current billing period and you retain access until then. Except where required by law or expressly stated, fees already paid are non-refundable. Refunds, where applicable, are

administered through Lemon Squeezy in line with its policies and any cancellation terms published by Vinari.

4.6 No guarantee of commercial results. Any figures, examples, or statements about increased sales, margins, conversion, or revenue (including on our marketing pages) are illustrative only and are **not a promise or guarantee** of any particular financial result for your business.

5. Your responsibilities as the Operator

You are solely responsible for the lawful and responsible operation of your venue. In particular, you agree that you, and not Vinari, are responsible for:

5.1 Alcohol licensing and lawful sale. Holding and maintaining all liquor licences and complying with all laws governing the sale, service, advertising, and promotion of alcohol in your jurisdiction.

5.2 Age verification. Verifying that any guest who orders or is served alcohol meets the legal drinking age, and refusing service where you cannot confirm this. The Service does not, and is not designed to, verify a guest's age, and you must not rely on it to do so.

5.3 Responsible service. Making all decisions about whether, and how much, alcohol to serve any guest — including refusing or limiting service to intoxicated guests — in line with responsible-service-of-alcohol obligations. The Service may suggest wines; **the decision to accept an order and to serve alcohol is always yours.**

5.4 Your wine list and content. The accuracy, completeness, legality, pricing, availability, and allergen/ingredient information of the wine list and any other content you upload or maintain. You are responsible for verifying any information (including tasting notes, allergens, or sulphite content) that the Service surfaces to guests.

5.5 Your guests' data. Providing your guests with any privacy notices required by law, obtaining any consents required for the collection and use of their personal data through the Service, and otherwise complying with all data protection laws that apply to you as the controller of your guests' data (see Section 9).

5.6 Account security. Keeping your login credentials and dashboard PIN confidential, and for all activity under your account.

You will indemnify Vinari for breaches of this Section 5, as set out in Section 11.

6. Acceptable use

You agree not to, and not to permit any third party to:

- use the Service for any unlawful purpose or to promote alcohol to minors;
- misrepresent wine information, pricing, or availability to guests;
- copy, reverse-engineer, scrape, resell, sublicense, or create derivative works from the Service;
- interfere with, overload, or attempt to gain unauthorised access to the Service or its infrastructure; or
- use the Service to build a competing product.

We may suspend or terminate access for breach of this Section without refund.

7. Intellectual property

7.1 Our IP. Vinari owns all rights in the Service, including the software, interfaces, AI prompts and configurations, branding, and documentation. We grant you a limited, non-exclusive, non-transferable, revocable licence to use the Service during your subscription, solely for your own venue's operations.

7.2 Your content. You retain ownership of the wine list and other content you provide. You grant Vinari a non-exclusive, worldwide licence to host, process, display, and use that content **solely to operate and improve the Service for you**.

7.3 Feedback. If you give us feedback or suggestions, we may use them without restriction or obligation to you.

8. Artificial intelligence — how recommendations work and their limits

8.1 The Service uses third-party generative AI models to produce wine suggestions and conversational responses. These outputs are generated automatically and **may be inaccurate, incomplete, or unsuitable** for a particular guest.

8.2 AI outputs are **not** professional sommelier, medical, dietary, allergen, or health advice. Guests with allergies, intolerances (including to sulphites), medical conditions, or who are pregnant should not rely on the Service, and you remain responsible for any allergen or ingredient information presented at your venue.

8.3 You are responsible for independently reviewing AI outputs as they relate to your wine list, pricing, and promotions, and for any decision you or your staff make based on them.

9. Data protection

9.1 Roles. With respect to personal data of your guests collected through the Service, **you are the data controller** and **Vinari acts as a data processor** processing that data on your behalf and on your instructions. Our handling of that data is governed by these Terms, our Privacy Policy, and our Data Processing Addendum ("**DPA**"), which forms part of these Terms.

9.2 Venue-scoped data. Guest preferences and order history collected through your venue are made available to **your venue**. Vinari does **not** sell guest personal data and does **not** disclose one venue's guest data to another venue or to any third party for that third party's own purposes.

9.3 Sub-processors and international transfers. To run the Service, we use third-party providers (for example, AI model providers and hosting infrastructure), some located outside Malaysia. By using the Service you acknowledge that personal data may be processed in those locations, subject to the safeguards described in the DPA and Privacy Policy.

9.4 Your compliance. You are responsible for the lawful basis, notices, and consents required for collecting your guests' personal data through the Service (Section 5.5).

10. Disclaimers — "as is"

To the maximum extent permitted by law:

10.1 The Service is provided "**as is**" and "**as available**", without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

10.2 We do not warrant that the Service will be uninterrupted, error-free, secure, or that any AI output will be accurate or suitable. We do not provide a guaranteed uptime or service-level commitment.

10.3 We are not responsible for any third-party service (including AI providers, payment processors, or hosting) or for any act or omission of your guests, staff, or any third party.

11. Limitation of liability

11.1 Excluded losses. To the maximum extent permitted by law, Vinari will not be liable for any indirect, incidental, special, consequential, or exemplary loss, or for any loss of profits, revenue, goodwill, anticipated savings, business, or data, however arising, even if advised of the possibility.

11.2 Excluded categories. To the maximum extent permitted by law, Vinari has **no liability whatsoever** for any claim arising out of or relating to:

- (a) the sale, service, supply, or consumption of alcohol at your venue;
- (b) any guest being under the legal drinking age, intoxicated, or harmed;
- (c) your failure to verify age or to serve alcohol responsibly;
- (d) the accuracy, allergen, or ingredient information of any wine, or any allergic or adverse reaction;
- (e) your wine list, pricing, content, or promotions; or
- (f) your breach of any law, licence, or data protection obligation.

11.3 Liability cap. Subject to Section 11.4, our total aggregate liability for all claims arising out of or relating to the Service or these Terms is limited to the **total fees you actually paid for the Service in the three (3) months immediately before the event giving rise to the claim.**

11.4 Non-excludable liability. Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law (for example, liability for fraud, or for death or personal injury caused by our negligence). Where liability cannot be excluded but can be limited, our liability is limited to the maximum extent permitted.

12. Indemnity

You will defend, indemnify, and hold harmless Vinari (and Lee Kok Yang personally) from and against all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- (a) your sale, service, or promotion of alcohol, including any claim relating to age, intoxication, or harm to a guest;
- (b) your wine list, content, pricing, or promotions;

- (c) your breach of these Terms or of any law;
 - (d) your obligations to your guests as a data controller, including any failure to provide required notices or obtain required consents; and
 - (e) your use of the Service.
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13. Suspension and termination

13.1 You may cancel at any time under Section 4.5.

13.2 We may suspend or terminate your access immediately if you breach these Terms, fail to pay, use the Service unlawfully, or expose Vinari to legal or reputational risk.

13.3 Either party may terminate for convenience at the end of a billing period.

13.4 Effect of termination. On termination, your licence to use the Service ends. We will make your data available for export for a reasonable period (target: 30 days), after which we may delete it, subject to any retention required by law and the DPA.

14. Changes to the Service or these Terms

We may update the Service and these Terms from time to time. For material changes to these Terms, we will give reasonable notice (for example, by email or in-app). Continued use after changes take effect means you accept the updated Terms. If you do not accept them, your remedy is to stop using the Service and cancel.

15. Assignment

You may not assign or transfer these Terms without our written consent. **We may assign, transfer, or novate these Terms (in whole or in part), including to a company or other entity that we form or that acquires our business, without your consent,** and you agree to such transfer. We will notify you of any such transfer.

16. Governing law and disputes

16.1 These Terms are governed by the laws of **Malaysia**.

16.2 The courts of **Malaysia** have exclusive jurisdiction over any dispute arising out of or relating to these Terms, and you submit to that jurisdiction.

(Alternative to discuss with your lawyer: referring disputes to arbitration at the Asian International Arbitration Centre (AIAC) in Kuala Lumpur, which keeps disputes private and on home ground — useful for a global customer base, at some added cost.)

17. General

17.1 Entire agreement. These Terms, together with the Privacy Policy and DPA, are the entire agreement between you and Vinari regarding the Service, and supersede any prior understanding.

17.2 Severability. If any provision is held unenforceable, the rest remains in effect, and the unenforceable provision is modified to the minimum extent necessary.

17.3 No waiver. A failure to enforce any right is not a waiver of it.

17.4 No partnership. Nothing in these Terms creates a partnership, agency, employment, or joint venture between you and Vinari. We are an independent provider of software.

17.5 Force majeure. We are not liable for any failure or delay caused by events beyond our reasonable control, including third-party service outages, internet failures, or acts of government.

17.6 Notices. We may send notices to the email address on your account. You may contact us at support@vinari.io.

18. Contact

Vinari Lee Kok Yang, operating as Vinari Emerald Hills, Jalan 6/154D, Taman Desa Cheras, 56000 Kuala Lumpur Email: support@vinari.io Website: <https://www.vinari.io>

End of Operator Terms of Service (draft).