Cateruno Terms and Conditions

Version 2 · 10 November 2026 · MIBO TRADE IMPORT EXPORT SRL

These terms apply between MIBO TRADE IMPORT EXPORT SRL, which operates the Cateruno platform, and the firms that use it in their professional activity. The account owner accepts them, on behalf of the firm, when activating the account on app.cateruno.ro; they apply from acceptance, and chapter 6, on subscriptions, from the Launch.

1. The parties and the subject matter

1.1. MIBO TRADE. The Platform is operated by MIBO TRADE IMPORT EXPORT SRL, with its registered office in Iași, strada Bucium nr. 57A, județul Iași, CUI (tax identification number) 36438576, VAT code RO36438576, Trade Register no. J22/2367/2020, share capital 200 lei, e-mail office@cateruno.ro ("MIBO TRADE"). MIBO TRADE can be contacted by e-mail, at this address (chapter 21).

1.2. The Firm. The other party is the firm for which the account was activated ("the Firm"). For each firm on the Platform, the Terms are concluded separately.

1.3. Subject matter. MIBO TRADE gives the Firm the right to use the Platform as an online service, in its activity and within the limits of the plan, without transferring ownership of the Platform to it.

1.4. The Contract. The Contract comprises the Terms, the early access conditions in chapter 5, the Data Processing Agreement ("the DPA") and, from the Launch, the confirmed order with the plan, the features, the limits and the price. In matters of processing on behalf of the Firm, the DPA prevails; in Early Access, the seven accepted conditions prevail, without restricting mandatory rights. The privacy notice describes MIBO TRADE's processing as a controller; it is not consent and does not replace the DPA. Time limits are harmonised with chapter 19, including the special procedure for switching provider.

1.5. MIBO TRADE's role. MIBO TRADE provides a tool: it is not a party to the Firm's contracts with its clients, staff or suppliers, does not provide catering services, does not collect money for the Firm and does not represent it.

2. Definitions

2.1. In the Terms, the words below, written with a capital letter, have this meaning:

- "the Platform": the Cateruno app on app.cateruno.ro, with its pages opened by link (the quote, signing, the client portal, the waiter's page, the enquiry form), its e-mails and its PDFs.
- "the Firm" (or "the User"): the professional (company, authorised natural person, sole proprietorship or family business) for which the account was activated.
- "the Account Owner" ("the Owner"): the person who activated the account and accepted the Terms for the Firm, plus anyone who has the owner role in the app.
- "Team Members": the persons invited by the Firm with the roles manager, sales, kitchen, head waiter or staff.
- "the Accountant": the person invited by the Firm with the accountant role.
- "Authorised Persons": the Owner, the Team Members and the Accountant.
- "the Firm's Clients": those who send the Firm enquiries, receive quotes or conclude contracts with it, including the guests at events.
- "the Firm's Staff": the people the Firm works with at events, entered in the Staff module; they have a personal link, not an account.
- "the Firm's Content": everything that the Firm and the Authorised Persons enter, upload or send in the Platform, plus the Generated Documents.

- “Generated Documents”: the quotes, contracts, addenda and termination agreements, confirmations, proforma invoices, sheets, labels and other materials for printing, reports and electronic signing reports produced by the Platform on behalf of the Firm.
- “Early Access”: the free use of the Platform before the Launch (chapter 5).
- “the Launch”: the date from which MIBO TRADE publicly offers the Subscriptions and opens the Platform to any firm, announced under article 5.4. The start of the use of the Platform by the first firms, in Early Access, is not the Launch.
- “the Subscription”: the use of the Platform on a paid plan, monthly or annual, chosen from the plans available on the date of the order (article 6.1).
- “the Free Trial”: the 14 free days that a new firm receives after the Launch, on the plan shown on the pricing page (article 6.2).
- “Account Closure”: the end of ordinary access to the service and the move to the export, retrieval and deletion procedure in chapter 19; in the case of migration, the transition period and the subsequent retrieval are observed separately.
- “Day”: a calendar day, according to Romanian time.

2.2. In the conditions in article 5.3, “Cateruno launches” and “the launch” refer to the Launch, and “cateruno.ro” is the website presenting the Platform.

3. Conclusion of the Contract and acceptance

3.1. Professionals only. The Platform is intended for professionals who use it for their economic activity, including legally represented companies, self-employed persons (PFA), sole proprietorships and family businesses. The status of professional results from the real purpose of contracting, not only from the declaration in the form. Consumer protection rules are not set aside by a declaration where they apply under the law.

3.2. Before the Launch. Access is granted by approval of the request or by invitation, within the limits of the Platform’s capacity and eligibility criteria. MIBO TRADE may refuse to conclude a contract, in compliance with good faith, the prohibitions of discrimination and the legal obligations to state reasons, where applicable. The access link is personal, single-use and valid for seven days.

3.3. Acceptance. On activation, the authorised representative can read and save the Terms and the DPA. The general confirmation and the express acceptance of the unusual clauses are separate, without pre-selection; for the form and evidence of the latter, the mechanism in article 23.2 applies.

- “I have read and accept the Cateruno Terms and Conditions, including the early access conditions and the Data Processing Agreement.”
- the box for the expressly accepted clauses (article 23.2).

The Contract is concluded on confirmation of the activation by the authorised Owner, after the required acceptances. Before confirmation, the steps of contracting, the data entered and the possibility of correcting it, the language, the place of storage and the subsequent access to the Contract are displayed. The Terms and the DPA can be downloaded; the confirmation with the full accepted version is sent electronically without undue delay. For the paid plan, the price, VAT, the period, the renewal and the obligation to pay are displayed separately. The Contract is concluded in Romanian; the English version is for information, and in the event of any difference the Romanian text prevails (article 22.5). Codes of conduct: MIBO TRADE has not adhered to any code of conduct.

3.4. Representation. The Owner declares their capacity as legal representative or the existence of a sufficient mandate. MIBO TRADE verifies the identity of the firm and may ask for proof of representation before activation or when the Owner changes, in particular if there are inconsistencies. The lack or exceeding of the

mandate has the effects provided by Articles 1309–1312 of the Romanian Civil Code. Ratification may result only from an unequivocal act or conduct of the competent person, who knows the contract; mere use by any employee does not automatically constitute ratification.

3.5. Colleagues. On first login, the invited person confirms the rules on use, security and confidentiality in chapters 7, 12 and 16 and the fact that they have received the privacy notice. They do not become the holder of the subscription, a guarantor or a debtor of the Firm's fees. Any personal liability of theirs is established according to the law and their own acts; the tick does not remove the limits of the employee's liability and does not replace the Firm's contract with the accountant.

3.6. Versions. The app keeps each acceptance, with the version, the date and time, the person and the source (the activation, the firm form or the terms gate), plus the Early Access data: the request, the approval, its start and its end. The version in force is at app.cateruno.ro/termeni, and the earlier ones remain published at app.cateruno.ro/termeni/versiuni. An accepted version is not rewritten: each acceptance remains linked to the exact text of its version, and a new version applies only in accordance with chapter 4.

3.7. Evidence. The parties may use the Platform's electronic records and documents as means of evidence, with verification of authenticity, integrity, context and access to the evidence. No record is declared incontestable, and the Firm may adduce evidence to the contrary. The agreement on evidence does not reverse the legal burden of proof of the electronic signature and does not make proof impossible or excessively difficult; Article 256 of the Romanian Code of Civil Procedure and Law no. 214/2024 apply.

4. Amendment of the Terms

4.1. Reasons. MIBO TRADE may change the Terms because of a new law or at the request of an authority, for new, changed or removed features, for security, for other providers or other technical or economic conditions, and for clarifications. Prices change under article 6.9.

4.2. Notice. MIBO TRADE announces the change by e-mail to the Owner and in the app, stating what has changed, at least 30 days in advance. A shorter period is possible only when required by the law, an authority or an urgent security risk; changes solely in the Firm's favour or solely of form may apply from publication.

4.3. The right to leave. A Firm that does not accept an unfavourable amendment may terminate the contract without penalty before it applies, keeping the right to export and to a proportional refund of the prepaid price for the remaining period not provided, calculated per day.

4.4. Acceptance. Amendments that add material obligations or change an unusual clause apply after the express acceptance of the authorised representative and, where necessary, in the corresponding legal form. Ongoing use by a colleague or mere silence does not replace this acceptance. For updates with no material effect on rights and obligations, the notice in article 4.2 applies. Failing agreement, MIBO TRADE may propose termination under the conditions of chapter 18, ensuring export and refunds; it does not block the access necessary to exercise these rights.

4.5. Early Access. For as long as Early Access lasts, the 7 conditions in article 5.3 do not change to the Firm's detriment without its express agreement.

5. Early Access

5.1. What the Firm receives. Until the Launch, the Firm uses free of charge, without a Subscription and without a card, the features that the Platform makes available in Early Access; Subscriptions come at the Launch (chapter 6). Features announced for the future become usable only after activation (article 13.6). The monthly limit for AI features (article 10.6) also applies in Early Access and is displayed in Settings → Subscription and billing.

5.2. How the conditions are read. The conditions in article 5.3 are the text accepted by the Firm and are reproduced unchanged: in them, "we" means MIBO TRADE, and "you", the Firm, through the Owner. The rest of the Terms also applies in Early Access, insofar as it does not contradict these conditions.

5.3. Early access conditions.

1. Early access to Cateruno is free. We do not ask for a card, and you owe nothing for this period, now or later.
2. It lasts until Cateruno launches, that is, until it opens to everyone. At least 30 days before, we will email you about what comes next.
3. After the launch, you choose whether to stay, on a paid plan. We will not invoice you for anything without your agreement. If you do not stay, your account is closed; you still have 30 days to download your data or to choose a plan after all, and then the data is deleted, as the Terms and the privacy notice say.
4. We ask for nothing in return: no reviews, no posts, no referrals. If you tell us what works and what does not, that helps, but it is not a condition.
5. The app is still being built: some parts will change, and some features come later. The tax figures in the app are estimates; your accountant has the final say.
6. We may end your access earlier if the app is used against these terms or the law. We will email you the reason.
7. We process your data as described in the privacy notice on cateruno.ro.

5.4. The e-mail before the Launch (condition 2). It is sent to the Owner's address at least 30 days in advance and states the date of the Launch, the plans and prices, how the Firm stays and what the first users receive, for example a discount, the date on which Early Access ends and what follows if the Firm does not choose a plan. The Launch may be postponed, with notice given in the same way, but it cannot come earlier than 30 days from the e-mail.

5.5. Staying (condition 3). The Firm stays only if the Owner chooses a plan in the app and enters the payment details; nothing moves automatically to a paid plan and nothing is invoiced without this choice. From then on, chapter 6 applies.

5.6. If the Firm does not stay (condition 3). If, by the end date in the e-mail, which is the date of the Launch, the Firm has not chosen a plan, Early Access ends and Account Closure takes place. In the 30 days that follow, the Firm can export its data or can still choose a plan, which cancels the closure; then the data is deleted (chapter 19).

5.7. Earlier ending. Serious breaches of the rules on security, lawfulness of content, acceptable use or confidentiality may justify proportionate suspension or termination, if these rules have been communicated and accepted. For remediable breaches, seven days from the notice are granted. Immediate measures are limited to serious breaches or risks that do not allow postponement. The notice states the reasons and the remedies; secure export is preserved, under the conditions of chapter 19. Article 18.6 also applies.

5.8. Opting out. The Firm may opt out of Early Access at any time, from Settings → Delete account.

5.9. If the Platform does not launch after all. In the absence of a certain end date, MIBO TRADE may terminate early access with reasonable notice of at least 30 days, explaining the discontinuation of the project and ensuring export and deletion in accordance with chapter 19. This clause does not allow immediate discretionary termination and does not shorten a fixed duration already promised individually.

5.10. Free of charge. Early Access generates no prices or costs, including for the features with a monthly limit. Each party nevertheless remains liable for the damage attributable to it, under the law and chapter 17; damages cannot conceal a fee for the free period.

5.11. Conditions 4, 5 and 7. Feedback is not compulsory (article 14.4). While the Platform is being built, the Firm checks documents before sending them and keeps its copies (article 8.8). Data is processed under chapter 15.

6. Subscriptions (applicable from the Launch)

6.1. Plans. Paid Subscriptions apply from the Launch. The Firm chooses from the plans available on the date of the order. The features, limits, price, currency, VAT and billing period are presented before the order on the pricing page and in Settings → Subscription and billing. The accepted version is included in the order confirmation, available to the Firm to keep, and prevails over later commercial displays. The name of a plan may be updated without reducing the accepted service. In any plan, a user with the Accountant role is included at no additional cost. Addenda to the Firm's contracts do not use up the contract quota and are not blocked because the quota is exhausted or because of their number; an upgrade is not required solely to draw them up. The access rights and the rules on availability, security, suspension and termination apply, with the export rights preserved. The price and the service for the period already paid are not changed unilaterally. Material changes, including for renewal, are notified at least 30 days in advance and follow the acceptance provided in article 4.4; a mere update of the page or ongoing use does not replace it.

6.2. The Free Trial. After the Launch, a new firm receives 14 free days, on the plan shown on the pricing page, without a card. If it does not choose a plan by the end of them, Account Closure takes place, and in the 30 days that follow it can still choose one. Firms in Early Access move directly to the chosen plan, without a Free Trial.

6.3. Seats and the smaller plan. The Accountant seat is free in any plan; the others take up the plan's seats. On a plan with fewer seats, including on Basic at the end of the Free Trial, the Owner and the first Accountant remain, and the other Team Members are paused until a plan that allows them, with their data kept. Features missing from the new plan also stop for the Firm's Clients and Staff (for example the client portal); signed documents remain. The Firm notifies its people and clients in advance.

6.4. Price and payment. Plan prices are expressed in EUR, excluding VAT; VAT is determined according to the legal rules on chargeability, territoriality and any reverse charge, not solely by the invoicing day. Firms resident in Romania are invoiced and pay in lei, at the NBR exchange rate on the day the invoice is issued or at the last rate published before it. The total amount and the conversion are displayed before confirmation. Advance payment and renewals are made through Stripe, on the basis of the explicit authorisation of the Firm's representative. MIBO TRADE does not store the full card number.

6.5. Automatic renewal. The Subscription renews automatically, for a period equal to the one chosen, until it is cancelled from Settings → Subscription and billing, which takes effect at the end of the paid period. Before the renewal of an annual Subscription, a reminder e-mail is sent 14 days in advance.

6.6. Invoices. MIBO TRADE issues invoices through SmartBill and submits them to RO e-Factura in the cases and within the time limits provided by law. Copies are communicated by e-mail, and access in SPV follows the legal regime applicable to the recipient. The Firm provides correct identification, registered office, country and tax code data.

6.7. Non-payment. If a payment fails, MIBO TRADE notifies the Owner, and Stripe may retry. After 14 days from the due date, MIBO TRADE may suspend access to all features except export; after a further 30 days, it may terminate the Contract (article 18.3). Amounts due remain owed, with the statutory late-payment interest between professionals (Government Ordinance no. 13/2011).

6.8. Refunds. Upon the Firm's renunciation for convenience, the period already begun is not refunded, if the service remains available until expiry. Amounts collected in error are refunded in full, and the prepaid price of the period not provided is refunded proportionally, per day, when MIBO TRADE terminates without fault on the part of the Firm, when the Firm terminates justifiably for non-performance, for unfavourable changes or in the cases provided by law. This clause does not exclude the price reduction, refunds or damages legally owed for non-performance. The refund is made, as a rule, by the original method, within a maximum of 14 days from the determination of the amount, with the applicable corrective documents.

6.9. New prices. MIBO TRADE notifies a new price at least 30 days in advance. The price does not change the period already paid. For renewal, the new price is displayed with VAT and the total and is expressly accepted by the authorised representative in accordance with article 4.4; failing acceptance, the increased price is not

charged and termination at expiry is communicated in good time, with export and retrieval. A statutory change in VAT applies in accordance with the law and is communicated separately from an increase in the price excluding VAT.

6.10. Changing plan. Moving to a larger plan takes effect immediately, with payment of the difference for the rest of the period, calculated proportionally through Stripe; moving to a smaller plan, from the next period.

6.11. Disputing an invoice. The Firm is encouraged to report errors within 30 days of receipt, at office@cateruno.ro. This time limit is administrative; its expiry does not amount to acknowledgement of a non-existent debt, does not extinguish the right to dispute and does not change the statutory limitation period.

6.12. Payments by the Firm's Clients. Card payment collection from the Firm's Clients, through the Firm's own merchant account with NETOPIA Payments, is a feature announced for the future: it is not part of the service available now and becomes usable only after activation. Its conditions are added to the Terms before activation, with the notice and acceptance in articles 4.2–4.4.

7. The account, the team and security

7.1. Accounts. Each Authorised Person has their own account, which is not shared and not transferred. Two-step verification (a code from an authenticator app, with single-use backup codes) is mandatory for the Owner before the first sensitive step: sending a contract or an addendum, issuing a proforma invoice, recording a payment, exporting data, inviting a colleague and opening the dietary requirements or a client's CNP. Until then, the app recommends it to the Owner at every login; once switched on, the Owner cannot switch it off. For the others, the app requires it for export, for changing roles and when the Accountant records or changes data.

7.2. Access credentials. Everyone keeps their password, authenticator app and backup codes safe; on any unauthorised access, they change the password and write to office@cateruno.ro. At the request of the account holder, after verification of identity, through the request sent from the account's e-mail address and through a video call with the holder, MIBO TRADE may reset two-step verification, which closes all sessions of the account.

7.3. The team is the Firm's choice. The Firm decides, through the Owner and, where the app allows, through Managers, whom it invites, with which role and with which access, including the Accountant's tiers ("Payments received only", "Payments received and costs", "Full access to costs") and the tick boxes "Can record payments" and "Sees your take-home". The app applies the roles' visibility rules and notifies the Owner when a Manager changes the team; the choices and the timely removal of those who have left are the Firm's responsibility.

7.4. Authorised Persons. The Firm is liable, under the law, for the persons it uses to perform its obligations, including for granting and withdrawing access. This does not exonerate MIBO TRADE for deficiencies in its own access controls. The Accountant is chosen by the Firm; their GDPR role, mandate and professional contract are established separately, without resulting automatically from the name of the role in the app.

7.5. MIBO TRADE's access. Access to content is limited to authorised personnel, for provision, support, remediation, security and legal obligations, in accordance with the documented instructions and the DPA. Administrative accesses are traceable and reviewed. An AI development assistant does not receive access to production personal data solely on the basis of MIBO TRADE's internal approval; the Firm's compatible instruction, the GDPR contracts and safeguards, minimisation and verification of transfers are required. For development, synthetic or anonymised data is preferred.

7.6. Security. MIBO TRADE applies reasonable measures, described in the DPA: each firm's data separated by access rules, roles, two-step verification, mandatory for the administrator from the first login and for owners before the first sensitive step (7.1), the log of important actions, public links that are hard to guess and backups, with the frequency and duration in Annex B of the DPA. No system is completely secure, and MIBO TRADE does not guarantee the absence of incidents.

7.7. Links. Access links can be used by the person who holds them; the Firm sends them only to authorised recipients. MIBO TRADE applies measures appropriate to the risk, including expiry, revocation, access limitation and additional authentication for sensitive information, in accordance with Annex B of the DPA. The fact that a link is hard to guess does not replace data protection by design.

8. The Firm's Content

8.1. The Firm's responsibility. The Firm is responsible for its Content being lawful, correct, up to date and used with the right to do so. MIBO TRADE does not check it and does not correct it; the Platform calculates and generates documents from what the Firm enters. The Firm warrants that its identification data is true and that it complies with the laws that apply to it.

8.2. Prices and VAT. Prices, costs, margins and VAT rates are set by the Firm. The app proposes rates according to the line's category (for example 11% or 21%, according to the rules in force) and the Firm's tax settings; the rate chosen on each line remains the Firm's responsibility.

8.3. Allergens. The Firm checks and provides the mandatory information on the ingredients and allergens of dishes, including their changes, in accordance with Regulation (EU) No 1169/2011 and the national rules applicable to non-prepacked food. The information is available before the order and on supply, as the case may be. The Firm manually validates information imported or proposed by AI; MIBO TRADE remains liable for its own technical obligations assumed.

8.4. The Clients' data. The Firm establishes the legal basis of each processing operation and informs the persons concerned. The CNP is not mandatory for the ordinary issue of a B2C invoice and is not requested by default. Any justified collection observes minimisation and Article 4 of Law no. 190/2018. Allergies associated with a person are health data, for which both a legal basis under Article 6 GDPR and an exception under Article 9(2) are required. In the ordinary flow, the explicit, specific and demonstrable consent of the data subject/legal representative is used, without presuming it from mere entry by the organiser. Preference is given to the menu quantities needed, without identifying the guests.

8.5. The Staff's data. The Firm informs the persons concerned about the data, purposes, recipients and durations. The Platform keeps the planned shifts and the responses to invitations, not timekeeping or actual attendance: this data does not by itself prove attendance, absence or time worked and is not used for scores, rankings or negative assessment of refusals. The Platform does not keep the statutory employment records or the register of day labourers; the Firm keeps them separately. A report that automatically assesses a person's reliability may constitute profiling, whatever it is called. Indicators are checked, can be corrected and do not by themselves produce sanctions, exclusions or decisions with significant effect. The Firm documents the legal basis, the legitimate interest test where it relies on it and the need for a DPIA; if the criteria of Article 35 GDPR are met, the assessment precedes the activation of the feature.

8.6. Uploaded files. The Firm uploads only files it has the right to use (the logo, item photos, the files for importing the catalogue, the clients or the staff, electronic signature agreements), without unnecessary personal data. MIBO TRADE may refuse files that are too large or dangerous.

8.7. The Archive. Items deleted by a user may remain in the recoverable archive for 30 days, with clear information. Signed documents are not overwritten, but may be subject to controlled deletion, restriction or anonymisation on the Firm's lawful instruction, while observing the necessary retention. The integrity of a document does not justify unlimited retention.

8.8. The Firm's copies. The Platform is not an archiving service. The legal obligations to keep contracts, invoices and accounting documents remain with the Firm, which downloads and keeps its copies. For accounting documents, the general period is five years, calculated from 1 July of the year following the financial year in which they were drawn up; other periods may be necessary for certain documents or disputes.

8.9. Automatic deletion of old data. The Platform automatically deletes, on behalf of the Firm and under the DPA, the data of the Firm's Clients that is no longer needed: enquiries closed without a contract, within at most 6 months of closure, and those left without an answer and without active negotiations for a future event, within at most 6 months of the last relevant communication; the ordinary operational data in a client's record, within at most 12 months after the last event completed or cancelled, if there is no ongoing order or contractual relationship that justifies keeping it. Health data and guests' data have their own, shorter periods, set in the DPA. Contracts, accounting documents and evidence needed for a legal obligation or a specific claim are not covered by this deletion and remain in the Firm's account, which also keeps them in its own copies (article 8.8). Automatic communications and the mere opening of a page do not extend these periods.

9. Documents, signature and messages sent on behalf of the Firm

9.1. The Firm's documents. The Generated Documents are issued in the name of the Firm, which checks them before sending them (for example with "View as client"). They may bear the mention "Document generated with Cateruno".

9.2. Templates. The default contract template, the proposed clauses (price adjustment, minimum billed, final guest count, cancellation, right of withdrawal) and the addendum and termination agreement templates are starting templates, not legal advice. The Firm adapts them, checks them, ideally with a lawyer, and is responsible for its contracts, including towards consumer clients (Law no. 193/2000, Government Emergency Ordinance no. 34/2014, Government Ordinance no. 21/1992). The English texts are working translations until the lawyer checks them.

9.3. Electronic signature. The Platform's signing flow uses the link, the code received by e-mail, the drawing of the signature, the date and time, the IP address, information about the browser and the document's fingerprint. It may constitute a simple electronic signature if the data is logically associated with the document and the signatory uses it with the intention to sign. The generated "Electronic signing report" records the signing operations and the data actually recorded by the system; it is not a certificate for electronic signature, it does not attest a qualified electronic signature, and the times displayed are not qualified time stamps. It does not by itself prove identity or mandate. The integrity of the PDF, the binding of the code to the exact version and the transmission of copies are verified technically.

9.4. Effects of the simple signature. An electronic document cannot be denied effect or rejected as evidence solely because of its electronic form. The equivalence of the simple signature with a handwritten one operates only in the situations of Article 4(9) of Law no. 214/2024: patrimonial acts below the legal threshold on the date of signing, recognition of the document by the person against whom it is relied on, including by unequivocal performance, or a separate agreement between professionals signed by hand or with a qualified signature and with the information required by law. The OTP code does not automatically create the equivalence. The B2B agreement must be accepted by both competent parties; scanning keeps a copy, it does not replace the original. For important contracts with consumers, a qualified or handwritten signature is recommended. "Mark as confirmed" is an internal status and requires external evidence of the agreement, without taking the place of a signature.

9.5. Proforma invoices. A proforma invoice is not a tax invoice, and the document says so. Tax invoices are issued by the Firm, under the Romanian Fiscal Code, through its invoicing system, including through the integration with Oblio or SmartBill (article 11.2).

9.6. E-mails. E-mails to the Firm's Clients and Staff are sent from a no-reply address of the Platform, in the app.cateruno.ro domain, with the Firm's trade name as sender (failing that, its registered name) and with the mention "Sent with Cateruno" in the footer; replies go to the address of the person in the Firm who sent the message; the Firm is responsible for their content and recipients. The Platform is not for advertising: the Firm does not send unsolicited commercial communications through it (Law no. 506/2004), and MIBO TRADE may limit sending to protect delivery for all firms.

9.7. Delivery is not guaranteed. E-mails are sent through Resend. MIBO TRADE does not guarantee that they arrive, when they arrive, that they do not end up in spam or that they are read. For important communications (the contract, the final count, payments), the Firm follows the delivery status, where the app shows it, and checks by other means.

9.8. WhatsApp and SMS. The WhatsApp message is prepared by the app but sent by the Firm, from its phone and from its account; MIBO TRADE is not liable for it. Sending SMS messages through the Platform is a feature announced for the future; its provider, limits and cost are communicated before activation, in accordance with articles 4.2–4.4.

9.9. The portal, the waiter's page and the form. Through a link, the client sees the quote, the contract and the payments, communicates, by the deadline, the final guest count and the special requirements, sends dietary requirements under the conditions of article 8.4 and writes to the team; the waiter sees only the events they are called to and responds. The Firm decides on requests and keeps the information up to date; MIBO TRADE does not guarantee that the people called will come. The public enquiry form (on the Firm's website or as a link, for example on Instagram) belongs to the Firm, which gives those who fill it in its own information about the data; MIBO TRADE may apply limits against spam.

9.10. The Firms' public pages. The Firm decides the content of the pages and forms published through Cateruno and is responsible for the accuracy of its commercial information and for the rights over the content. Its identity and contact details are displayed before an enquiry is sent. MIBO TRADE provides the technical features and does not become the provider of the catering. Sending the enquiry does not constitute acceptance of a contract and does not oblige the enquirer to pay. MIBO TRADE retains the legal obligations incumbent on it for its own service.

10. Estimates and AI: what the Platform is not

10.1. Tax estimates. The profit estimate (Profit before tax, Company tax, Net profit, Dividend tax and CASS, Take-home), VAT and taxes are estimates based on simplified rules, from the Platform's tax parameters and the Firm's data, and do not cover its whole situation. They are not tax advice; the accountant has the final say (condition 5), and the Firm does not make its tax returns, tax payments or dividend distributions on the basis of them without the accountant.

10.2. Tax parameters. MIBO TRADE updates the rates, thresholds and other parameters with reasonable diligence when the law changes, without guaranteeing that they are up to date at all times.

10.3. The NBR exchange rate. The rate is read automatically from the National Bank of Romania. It may be missing, may be late or may be that of the previous working day; in that case, the app says why and lets the rate be written by hand. Documents keep the rate and its date.

10.4. No advice. The Platform does not provide legal, tax, accounting, food safety, employment or data protection advice.

10.5. AI features. AI features are activated separately and are available only within the limits of the plan and of the features communicated to the Firm. The import of the catalogue from photos, PDFs and Excel files may be activated separately from the voice assistant; the availability of the import does not mean that voice or other features announced for the future are active. On import, AI proposes information extracted from the file, which a user with the necessary rights checks and expressly saves. For the other activated AI features, the Platform may propose menus from the catalogue or changes based on written or voice commands; a change to the catalogue applies only after the express confirmation of the authorised user. AI can make mistakes, including in prices, quantities, ingredients, allergens and VAT rates. Before saving, the Platform presents the proposal and the changes for review. The Firm checks and approves the content; this obligation does not remove MIBO TRADE's liability for its own obligations. The proposed menus use the items and prices in the catalogue. A change can be undone from the available history if the record has not been changed since and the operation is permitted by the user's rights. Undoing does not retroactively change signed contracts or documents already issued.

10.6. AI providers and limits. The providers, purposes, categories of data, countries of processing and retention rules are identified in the data protection documents and in the applicable contractual list. Personal data is transmitted only after verification of the necessary safeguards and authorisations. The monthly AI limit, the unit of consumption, the reset period and the treatment of failed operations are displayed before the order, on the pricing page and in Settings → Subscription and billing, and are kept in the plan confirmation. Changes follow articles 4.2–4.4 and 6.1. Reaching the limit stops further uses; it does not generate charges without separate acceptance of the additional purchase.

10.7. Information and use of AI. Direct-interaction features are identified as AI in the interface, at the latest at the first interaction. MIBO TRADE establishes and documents the providers' roles and its own role in each feature, applies the transparency obligations and, where mandatory, the technical marking of synthetic content, and takes measures for the training of the persons who operate the systems. The Firm ensures adequate training of its own users and human review before the results are used. The AI features described are not intended for the selection, assessment or sanctioning of staff, for determining eligibility for essential services or for other high-risk uses; any such extension requires a separate assessment before activation.

11. Third-party services and integrations

11.1. MIBO TRADE's providers. The services described use Lovable, for hosting the app, for the database (Lovable Cloud) and for relaying requests to the AI models, and Resend, for e-mails; from the Launch, Stripe for payment of the Subscriptions and SmartBill for MIBO TRADE's invoices. The providers' contractual chain, including for the database infrastructure, the sub-processors for the Firm's data, the countries in which the data is processed and the transfer safeguards are identified in the DPA; the providers for MIBO TRADE's own operations are described in the privacy notice.

11.2. The Firm's integrations. Some features use services chosen by the Firm or public data:

- Oblio or SmartBill: the Firm's account and API key, on the basis of its contract with that provider. The Firm issues the invoices, chooses the series, checks them and follows the response from e-Factura. MIBO TRADE keeps the key encrypted and uses it only for the operations requested by the Firm, which can revoke it at any time. For this data, Oblio and SmartBill are the Firm's processors, not MIBO TRADE's.
- ANAF (firms' data by CUI) and the NBR (the exchange rate): public data, which the Firm checks.
- Maps on the waiter's page: a link to Google Maps, which sends the venue address to Google only when the person opens it; WhatsApp, from the Firm's phone.

11.3. Third-party services. MIBO TRADE does not control the Firm's external services and does not guarantee their independent operation. It remains liable for the choice, configuration, integration and its own assumed obligations and, under the conditions of Article 28(4) GDPR, for its sub-processors. An outage at a provider does not automatically constitute force majeure or exoneration. MIBO TRADE informs the Firm and takes reasonable measures of mitigation and remediation.

12. Acceptable use

12.1. The Firm and the Authorised Persons use the Platform only lawfully, for the Firm's activity. The following are prohibited:

- copying, decompiling or using the code in breach of intellectual property rights, without prejudice to the mandatory exceptions for computer programs, including interoperability, under Law no. 8/1996;
- automated access that affects security or exceeds reasonable limits; the prohibition does not prevent export, portability or the mandatory interfaces provided by law;
- attempts to reach the data of other firms, to bypass roles, plan limits or security, and vulnerability testing without MIBO TRADE's written consent;
- sharing accounts and access by persons not invited through the app;
- reselling, renting or offering the Platform to other firms;

- unsolicited commercial communications and mass messages;
- content that is illegal, harmful, offensive or discriminatory or that infringes the rights of others;
- false identification data, impersonation and presenting a document as signed by someone who did not sign it;
- processing personal data without a legal basis.

12.2. Security issues. Anyone who finds a security issue reports it to office@cateruno.ro, does not exploit it, does not access more data than needed to demonstrate it and does not make it public before it is fixed. MIBO TRADE takes no action against anyone who reports in good faith under these rules.

12.3. Consequences. A breach of this chapter may lead, in proportion to its seriousness, to suspension or termination (chapter 18) and, in Early Access, to its ending (article 5.7).

12.4. Illegal content and reporting it. Content that is illegal or fraudulent, that infringes the rights of others or that compromises the security of the service is not permitted. Any person may report such content through the “Report illegal content” mechanism (article 21.3), indicating the exact location and the reasons, with the data and the good-faith statement required by law. MIBO TRADE confirms receipt when it has a contact address and examines the notice diligently and impartially. The measures are proportionate: restricting the content concerned, suspending a feature or, when justified, terminating the service. The decision and the statement of reasons are communicated to the persons provided by law, together with the possibilities for redress; exceptions to communication apply only in the cases provided by law. MIBO TRADE does not carry out general monitoring of all information. The published procedure describes the moderation tools actually used and the role of human review.

12.5. Moderation. MIBO TRADE may proportionately restrict access to hosted content that breaches the law or the rules of use, may request remediation and may suspend the content, link or account concerned, according to the seriousness and the legal conditions. MIBO TRADE applies the public “Report illegal content” procedure, available at app.cateruno.ro/raporteaza, which describes the notice, the analysis, the measures, the statement of reasons and the re-examination. Decisions take into account the rights and legitimate interests of the persons affected. The analysis of a notice and of a complaint is carried out by authorised personnel; the use of automated tools for detection or for a measure is indicated to the persons affected under the law. MIBO TRADE may take provisional measures necessary for security or for the protection of persons, followed by verification without undue delay. MIBO TRADE has no general obligation to monitor all hosted information. This rule does not remove the legal obligations to act and does not limit the remedies of the Firm or of other persons.

13. Availability and changes to the Platform

13.1. Availability. MIBO TRADE provides the features and access undertaken in the accepted plan and remedies errors with appropriate diligence. In the absence of a separate SLA, no exact availability percentage is guaranteed, but this absence does not remove the obligations of provision, security or export or the remedies for non-performance. Whether each obligation is one of means or of result is determined by its content and the law, not by an overall characterisation of the service. In Early Access, the known specific limits are communicated.

13.2. Maintenance. Planned work is announced in advance when possible and is carried out, preferably, outside peak hours; urgent interventions may be made without notice.

13.3. Changing features. MIBO TRADE may update features without unilaterally and substantially reducing the accepted service. The removal, without reasonable replacement, of a main feature of the paid plan follows articles 4.2–4.4, with acceptance or the right to terminate and to a proportional refund. Features promised only for the future are identified separately from those available.

13.4. Backups. MIBO TRADE ensures an appropriate backup and restoration mechanism, in accordance with Annex B of the DPA. Copies for continuity do not replace the Firm's legal archive. After a restoration, deletions are reapplied; the availability of restoring a file at the Firm's request is established separately.

13.5. Errors. The Firm reports errors to office@cateruno.ro; MIBO TRADE fixes them with reasonable diligence, in order of severity.

13.6. Available and future features. Available features are those that the Platform actually offers; features announced for the future are presented separately and are not part of the available service until they are activated. The order confirmation keeps the features, limits and commitments expressly accepted on its date. A later update of the presentation or pricing page does not by itself change the accepted service. Changes to the plan and to obligations are made under the conditions of articles 4.2–4.4, 6.1 and 13.3 and of the law.

13.7. Ranking and other channels. Cateruno does not order Firms in a list of results and does not use a ranking or recommendations between Firms to determine the consumer's choice. In the current configuration, MIBO TRADE does not offer consumers ancillary services related to the catering service and does not give differentiated treatment to its own offers or to controlled Firms. The Firm may offer the same services through other channels, at the prices and on the conditions it sets. Each Firm has access only to the data of its own account, through the authorised persons and roles; access by MIBO TRADE and its providers is limited to the purposes and conditions provided in the Terms, the DPA and the applicable information notices.

14. Intellectual property

14.1. The Platform. The Platform, the code, the database, the design, the Cateruno name and mark, the logo, the illustrations, the texts, the templates and the documentation belong to MIBO TRADE or its licensors. For the duration of the Contract, the Firm has the non-exclusive, non-transferable right, without the right to sublicense, to use the Platform, through the Authorised Persons.

14.2. Default templates. The Firm may use, adapt and reproduce free of charge the texts of the default templates (contract, addenda, clauses) and the visual templates in its documents. For documents made while the Contract lasts, the right remains after termination as well, without time limit.

14.3. The Firm's Content. The Firm's Content remains the Firm's. It gives MIBO TRADE a non-exclusive, free licence, valid worldwide, for the duration of the Contract and until deletion, to host, copy, process, display and transmit the Firm's Content solely for providing the Platform and for complying with the law.

14.4. Feedback. Feedback is optional (condition 4). If the Firm sends it, MIBO TRADE may use it free of charge, without limit of time or territory, to improve the Platform, without publishing the name of the Firm or of any person without their consent.

14.5. Aggregated data. MIBO TRADE may use statistics that have been effectively anonymised, so that persons cannot be identified by means reasonably likely to be used. Removing the name or using a code amounts at most to pseudonymisation when identification remains possible. The Firm's commercial confidentiality and the DPA instructions are respected. The name, the logo and identifiable case studies are published only with separate consent.

15. Personal data

15.1. MIBO TRADE as controller. MIBO TRADE processes the data on accounts, representation, its own invoicing, security and relationship management, for the purposes and on the legal bases described in the privacy notice. Passwords are kept only as cryptographic fingerprints (hash), not in plain text. Records of persons' activity in the Firm's events are processed according to the specific role and purpose, including as processor under the DPA. The Firm facilitates informing the team without taking over MIBO TRADE's own information obligations.

15.2. MIBO TRADE as processor. For the data of the Firm's Clients, of guests, of the Firm's Staff, of signatories and of persons in uploaded files, the Firm is the controller, and MIBO TRADE processes it only on behalf of and on the instructions of the Firm, under the DPA and Article 28 GDPR; the use of the Platform's features serves as instructions. The Firm has a legal basis for each processing operation, informs the persons concerned, responds to their requests and carries out the impact assessment where needed.

15.3. Providers, incidents and authorities. The sub-processors, the transfers outside the European Economic Area and their safeguards are in the DPA. The Firm may object to a new sub-processor; if the objection is not resolved, it may leave under article 4.3. MIBO TRADE notifies the Firm without undue delay of a security breach affecting its data and discloses the Firm's Content to an authority only when the law obliges it to, with notice to the Firm when the law permits.

15.4. MIBO TRADE's e-mails. News about Cateruno is sent only with separate consent. Service e-mails (account, security, Terms, Launch, payments, invoices) are part of the Contract and do not require consent.

16. Confidentiality

16.1. Each party keeps confidential the non-public information received from the other, uses it only for the Contract and discloses it only to those who need it and are bound by confidentiality, to its advisers, or when required by the law or an authority. Information that is public, already known, independently developed or lawfully received from third parties is not confidential.

16.2. The obligation continues for three years after the termination of the Contract and, for trade secrets, for as long as they retain their protected character. For security information and personal data, the duration justified by their nature and the relevant legislation applies; confidentiality does not justify the unlimited retention of data.

17. Liability

17.1. Principle. Each party is liable for non-performance of its obligations, according to the law and within the limits of this chapter.

17.2. Exclusions. Subject to article 17.4, the following exclusions apply only to the extent that the damage does not result from non-performance attributable to MIBO TRADE of one of its own obligations or from the acts of persons for whom it is legally liable:

- indirect damage, loss of profit, loss of clients, events, contracts or reputation;
- fines, penalties, surcharges and differences in taxes and VAT arising from the Firm's documents, VAT rates, returns or tax choices or from estimates not checked by the accountant;
- the consequences of data entered incorrectly, incompletely or late and of unchecked AI results;
- the Firm's contracts and their performance, the information on allergens and food safety and the Firm's relations with its clients, people and suppliers;
- messages that do not arrive, are delayed, end up in spam or are not read;
- outages and errors of third-party services, of the internet or of the Firm's devices;
- access made with the Authorised Persons' access credentials or through the links sent by the Firm;
- data produced after the last backup and lost in an infrastructure incident, as well as data deleted under the Terms that the Firm did not save for itself.

17.3. The cap. MIBO TRADE's total liability under the Contract is at most: (a) 500 lei for acts during the Early Access period; (b) for acts after the Launch, the amount paid by the Firm to MIBO TRADE in the 12 months before the act that caused the damage, but not less than 500 lei. The cap remains subject to mandatory rules, including Article 13 of Regulation (EU) 2023/2854 for clauses concerning access to data, its use or the related liability and remedies. A formal acceptance does not validate an unfair clause within the meaning of that article.

17.4. What is not limited. No exclusion or cap applies to intent, gross negligence, damage to life, to physical or mental integrity or to health, or to other mandatory liabilities. The rights of data subjects, the powers of the authorities and the statutory recourse under Article 82 GDPR remain unaffected. The contractual cap does not limit the obligation to refund an undue price, to export or to delete. For the relationship between controller and processor, the DPA prevails, without restricting mandatory obligations.

17.5. Foreseeable and avoidable damage. Articles 1533 and 1534 of the Romanian Civil Code apply: foreseeability does not limit liability in the case of intent or gross negligence; avoidable damage or the creditor's contribution is assessed specifically, in proportion to the fault and the causal link. Verification by the Firm does not automatically exonerate MIBO TRADE from its errors.

17.6. Indemnification of MIBO TRADE. The Firm covers the proven, direct damage attributable to its breach of its obligations, including reasonable defence costs against well-founded third-party claims. It does not automatically take over fines imposed on MIBO TRADE, MIBO TRADE's liability for its own acts or mandatory obligations; any recourse is assessed only to the extent permitted by law. MIBO TRADE notifies promptly, allows participation in the defence and does not conclude a settlement at the Firm's expense without its consent. Any concurrent fault reduces the indemnity proportionally.

17.7. Notification of claims. The injured party informs the other party within a reasonable time after discovering the situation and cooperates in limiting the damage. Delay does not entail forfeiture of rights; its effects are assessed according to the law, without changing the statutory limitation period.

18. Suspension and termination

18.1. By the Firm. The Firm may terminate the Contract at any time: by cancelling the renewal of the Subscription, with effect at the end of the paid period, or by closing the account from Settings → Delete account, which only the Owner can do. Money paid is not returned, except under article 6.8.

18.2. Suspension. MIBO TRADE may suspend, wholly or partly (for example only the sending of e-mails, an account or a link), the access of the Firm or of an Authorised Person: in the event of a security risk; on serious indications of a breach of chapter 12 or of the law, until clarified; for non-payment (article 6.7); when required by the law or an authority; when the Firm's messages attract many complaints or rejections and endanger delivery for all firms. The notice, with the reason, is sent by e-mail before the suspension or, in emergencies, at the latest when it occurs. The suspension lasts as long as needed and may also stop the pages opened by link; export remains possible, unless security or the law prevents it.

18.3. Termination for breaches. Non-payment after the time limits in article 6.7, a serious breach of rules 7.1–7.2, 12 or 16, false identity and unlawful processing may justify termination, with due regard to proportionality and the law. For remediable non-performance, the notice states the obligation breached and a period of seven days for remedy; after it expires, the declaration of termination is communicated. For serious irremediable breaches or situations of default by operation of law, immediate termination may be notified, under the conditions of the law. A prior court decision is not required, but review by the court is not excluded. Article 18.6 also applies.

18.4. Termination without fault of the Firm. MIBO TRADE may terminate the Contract with at least 60 days' notice, by e-mail, for example if it discontinues the Platform or a plan, with money returned under article 6.8; in Early Access, article 5.9 applies. If the law or an authority prohibits continuation, the Contract ends on the date they set.

18.5. Effects of termination. On termination, Account Closure takes place (chapter 19). Links sent to the Firm's Clients and Staff may stop working from Account Closure and no longer work after deletion; the Firm notifies its clients and people and gives them the copies they need. Amounts owed remain owed, and chapters 14, 16, 17, 19 and 22 remain in force as long as needed.

18.6. Safeguards for business users. For the services to which Regulation (EU) 2019/1150 applies, notice of changes is given on a durable medium with at least the period in article 4.2 and, if technical or commercial adaptations are needed, with a reasonably longer period. Restrictions and suspensions are reasoned before or

at the time they are applied. A complete termination decided by MIBO TRADE is reasoned at least 30 days in advance, except in the cases expressly permitted by Article 4 of the regulation. The Firm may request clarification and re-examination of the measure. Mandatory rights and the export procedure are not limited by these provisions.

19. Export and deletion of data

19.1. Export. For as long as the Contract lasts, the Firm can export its data from Settings → Copy of company data (JSON or CSV), from the Excel exports, where they exist, and by downloading the PDFs of the documents. Only the Authorised Persons who have this right in the app (currently the Owner, the Manager and the Accountant) export, with two-step verification, and the export remains in the log; the Firm is responsible for whom it gives this right to.

19.2. What is exported. The following can be exported: the firm's data, the team, the venues and rooms, the fixed costs, the catalogue, the clients, the events, the quotes with their versions, the contracts and addenda with the signed PDFs and the electronic signing reports, the evidence of acceptance, the messages in the portal, the proforma invoices, the payments, the staff and the History. Electronic tax documents are kept in the form required by their regime, not only as PDF; for invoices issued through Oblio or SmartBill, the e-Factura files and messages also remain in the Firm's account with that provider. The Platform's code, other firms' data and security data (password fingerprints, two-step verification keys) are not exported.

19.3. Account Closure. Account Closure occurs on confirmation by the Owner, on the expiry of Early Access or of the Free Trial without a plan being chosen, or on termination of the Contract. Before confirmation, the app asks the Owner to download and check the Firm's archive, including the accounting documents, contracts, addenda and signing evidence, for whose keeping the Firm is responsible, and shows the Owner the export or migration period, the scheduled deletion date and the data that MIBO TRADE must keep under the law. The Firm may choose export, switching provider or deletion of the data. If it has requested a switch of provider, the termination of the Contract and the limitation of access are coordinated with the procedure in article 19.6; the request alone does not trigger deletion and does not unjustifiably interrupt the migration.

19.4. Retrieval and deletion. For a closure without switching provider, the Firm has 30 calendar days from Account Closure to retrieve the data; deletion from the active systems is carried out on the expiry of this period, not before it. In the cases permitted in articles 5.6 and 6.2, the Owner may cancel the closure before deletion. If the Firm requests a switch of provider, the transition period and then the separate retrieval period provided in article 19.6 apply instead. During the period that is solely for retrieval, access may be limited to export and to managing the closure. After the applicable period expires, the Firm's Content, the Generated Documents and the data in the Archive are deleted, as well as accounts with no other active firms, with the limited exceptions in article 19.5. Data not exported is no longer available after deletion. Early deletion expressly and separately requested by the Firm is carried out only to the extent permitted by law and without compromising an ongoing migration.

19.5. What remains after deletion. MIBO TRADE's own financial and accounting documents are kept, under the general rule of Article 25 of Law no. 82/1991, for five years calculated from 1 July of the year following the financial year in which they were drawn up, subject to the applicable special periods. Evidence strictly necessary for the acceptance and performance of the Contract is kept separately for the period necessary to establish, exercise or defend rights, in principle by reference to the general three-year limitation period, taking into account the starting point, suspensions, interruptions and disputes. The Firm's entire database is not retained on this ground. Backups leave retention according to the cycle verified in Annex B of the DPA; deletions are reapplied on restoration.

For data kept solely for the purpose of export or retrieval, the period and the limited purpose in article 19.6 apply; keeping the data does not authorise resumed commercial use, analysis or the training of models. Backups leave retention according to the documented cycle, are inaccessible to ordinary use and, if they are restored for continuity, deletions are reapplied before operational use.

19.6. Switching provider. The Firm may request, from the account or through office@cateruno.ro, the transfer of the exportable data and digital assets to another provider or to its own infrastructure. MIBO TRADE does not impose a notice period and does not charge fees for switching, the related reasonable assistance or the transfer of data. The transition is carried out without undue delay and, ordinarily, within at most 30 calendar days of receipt of the switching request, without artificially delaying its initiation. If this period is technically unfeasible, MIBO TRADE informs the Firm within the statutory period of 14 working days from the request, justifies the impossibility and indicates an alternative period not exceeding 7 months; the Firm may request a single extension of the transition for its own needs, under the conditions of Article 25(4) of Regulation (EU) 2023/2854. Throughout, MIBO TRADE provides reasonable assistance to the Firm and to designated third parties, maintains the continuity and security of the service in accordance with the contractual obligations, informs about known risks and supports the exit strategy. The completion of the transfer and the date on which the service ends are confirmed in writing. After the end of the transition period, the Firm benefits from a separate period of at least 30 calendar days for retrieving the data; the data is deleted after the applicable period expires, subject to article 19.5. Article 19.4 cannot shorten these periods. MIBO TRADE publishes and maintains information about the export procedure and formats, the available interfaces, the known technical limitations and the exhaustive categories of data/assets that are exportable or legitimately excluded; exclusions for trade secrets or intellectual property cannot block switching. Data is exported in a structured, commonly used and machine-readable format; signed documents are provided with the related evidence. MIBO TRADE does not guarantee that another application reproduces its own features.

19.7. A colleague leaving. The account of an Authorised Person removed from the team remains theirs, under the privacy notice, and their actions remain in the Firm's History.

20. Force majeure

20.1. Force majeure has the effects provided by Article 1351 of the Romanian Civil Code only if the specific event is external, unforeseeable, absolutely insurmountable and unavoidable and prevents the performance of the obligation invoked. A cyberattack, a breakdown, a war or an epidemic does not automatically constitute force majeure; the party invoking it proves the conditions, the effects and the mitigation measures.

20.2. The affected party notifies without delay and limits the effects. Obligations are suspended only to the extent of the temporary impossibility; permanent impossibility and contractual risk are dealt with according to the law. After 30 days of impediment, either party may terminate by notice, without penalty for the justified impediment. Performances are reconciled and the amounts prepaid for services not provided are refunded proportionally, regardless of whether the plan is monthly or annual.

21. Communications

21.1. To the Firm. Notices are sent to the Owner's address and, when possible, in the app. They take effect when they reach the recipient under the law; mere dispatch and the absence of an error message do not prove receipt incontestably. For essential notices, evidence of delivery is kept and an additional channel is used in the event of failure or dispute. The Firm keeps its address up to date and is responsible for the consequences of its own fault.

21.2. To MIBO TRADE. The Firm sends its communications to office@cateruno.ro, stating its identification data. Receipt and time limits are assessed under the same rules in article 21.1; internal processing time does not postpone legal receipt.

21.3. Points of contact for digital services. MIBO TRADE's single point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services, under Article 11 of Regulation (EU) 2022/2065, is office@cateruno.ro, with the subject "DSA — authorities". The single point of contact for recipients of the service, under Article 12 of the same regulation, is office@cateruno.ro, with the subject "DSA — users"; communication takes place directly, by e-mail, and it may be requested that the message be examined by a person. Communications may be drafted in Romanian or in English. Illegal content

can be reported free of charge, without an account, through the “Report illegal content” form at app.cateruno.ro/raporteaza or, if the form does not work, by e-mail, at office@cateruno.ro, with the subject “Illegal content report”. MIBO TRADE’s identification data and registered office are in article 1.1.

22. Final provisions

22.1. Assignment. Subject to valid acceptance in accordance with chapter 23, the Firm consents in advance to the assignment to the company that takes over the Platform, in compliance with Articles 1315–1317 of the Romanian Civil Code. MIBO TRADE notifies the identity of the assignee, the date and the continuation of the obligations, without reducing rights already acquired. The assignment does not automatically constitute authorisation for international data transfers and does not change the purposes of the processing. The Firm may assign with MIBO TRADE’s written consent, which will be considered in good faith.

22.2. Third parties. MIBO TRADE may use providers and subcontractors. The Terms do not give the Firm’s Clients, the Firm’s Staff or other persons rights against MIBO TRADE; the rights of data subjects under the GDPR remain unaffected.

22.3. Entire agreement. The Contract defined in article 1.4 supersedes previous discussions on the same subject matter, without setting aside statements or obligations to which the law gives effect. Derogations are concluded in writing by the authorised representatives, in compliance with the applicable form. The address office@cateruno.ro is the operational channel for communication and does not condition the validity of an act lawfully signed through another channel.

22.4. Partial invalidity and waiver. The invalidity of a clause has the effects established by law on the rest of the Contract; the parties do not guarantee that the rest is maintained when that clause was essential. Replacement operates in accordance with mandatory provisions or a new valid agreement. Not exercising a right does not mean waiver. The Contract does not create a partnership or an employment relationship. Technical mandates expressly granted for the transmission of documents remain applicable within their limits.

22.5. Language. The Terms are in Romanian and in English; in the event of any difference, the Romanian text prevails.

22.6. Law and disputes. Romanian law applies, without setting aside the relevant mandatory rules. The parties attempt amicable settlement for 30 days from notification, without preventing referral to the court, urgent measures or the protection of legal time limits. Between professionals, if validly and expressly accepted in writing, agreed territorial jurisdiction lies with the courts of the municipality of Iași that have subject-matter jurisdiction, except for exclusive jurisdictions provided by law. In the absence of valid acceptance, the legal rules apply.

23. Expressly accepted clauses

23.1. The clauses. Article 1203 of the Romanian Civil Code requires express acceptance in writing for the categories of standard clauses it provides for. The clauses below are highlighted for this acceptance, through the mechanism in article 23.2; the list does not replace the presentation of the full text.

- the limitation and exclusion of MIBO TRADE’s liability and its cap: articles 5.10, 7.6, 8.1, 9.4, 9.7, 9.8, 9.10, 10.1–10.6, 11.3, 13.1, 13.4 and 17.2–17.5;
- the indemnification of MIBO TRADE by the Firm: article 17.6;
- the suspension of performance by MIBO TRADE: articles 6.7, 12.4, 12.5 and 18.2;
- ending, termination for breach and unilateral termination, with Account Closure: articles 5.6, 5.7, 5.9, 6.2, 18.3–18.5, 19.3 and 19.4;
- the amendment of the Terms, prices and features under the conditions of articles 4.1–4.4, 6.9 and 13.3, without presumed acceptance of new unusual clauses;
- the automatic renewal of the Subscription: article 6.5;

- account closure, export and deletion according to the time limits in chapter 19; articles 6.11 and 17.7 do not establish forfeitures;
- the rules of evidence: article 3.7;
- the assignment of the Contract by MIBO TRADE: article 22.1;
- Romanian law and the courts of Iași: article 22.6;
- from the DPA: the conditions of audit and liability, without restricting Articles 28 and 82 GDPR or the rights of the authorities; termination following a justified objection concerning a sub-processor does not exclude the legal remedies for breaches.

23.2. How they are accepted. Separately from the general acceptance, the Owner confirms, through a distinct, unticked box: “I expressly accept the clauses identified in chapter 23 on the limitation of liability, indemnification, suspension and termination, amendments, renewal, evidence, assignment, governing law and jurisdiction.” The list and the full text are available before acceptance and are archived together with the identity, the mandate, the version and the evidence of confirmation. A code by e-mail can strengthen the evidence, without turning the signature into an advanced or qualified one. For greater evidentiary certainty, the acceptance record can also be signed with a qualified signature or by hand; alternatively, a separate prior agreement between MIBO TRADE and the Firm, valid under Article 4(9)(c) of Law no. 214/2024, can be used, followed by express acceptance linked to the exact version. It is not guaranteed that the mere tick satisfies, in every dispute, the written-form requirement of Article 1203 of the Romanian Civil Code. The electronic signature agreement between the Firm and its clients does not cover the relationship between MIBO TRADE and the Firm.