

Terms of Use

Terms and conditions of use

Last updated: 11 October 2026 · Version 1.2

1. Parties

These Terms constitute a binding contract between:

- **The provider:** Chun-Feng Pai, sole trader (autónomo), tax ID (NIF) Y3566474Q, trading as "Cuenta & Cocina", based in Girona (Girona), Spain. Contact email: info@cuentaycocina.co
- **The user:** The individual or legal entity who accesses and uses the application

By registering and using the application, you fully accept these Terms. If you disagree, you must not use the service.

2. Service Description

Cuenta & Cocina is a SaaS menu management and cost analysis application for restaurants. The service includes:

- Ingredient and purchase cost management
- Dish and recipe creation and management
- Supplier invoice scanning via OCR
- Margin analysis and dish classification with artificial intelligence
- AI recipe suggestions
- Complete financial panel with cost analysis

- Ingredient and menu price history
- Inventory management and weekly reconciliation

3. Registration and Account

3.1 Requirements

- You must be at least 18 years old or the legal age of majority in your country
- You must provide a valid, active email address
- Each account is personal and non-transferable (except by written agreement)

3.2 Account security

- You are responsible for maintaining the confidentiality of your password
- You must immediately notify us of any unauthorised access at info@cuentaycocina.co
- Do not share credentials with third parties

3.3 Accuracy of information

You agree to provide truthful and up-to-date information. Cuenta & Cocina is not responsible for errors arising from incorrect data entered by the user.

4. Plans and Pricing

4.1 Available plans

Plan	Price	Restaurants	Scans/month
Basic	€19.99/month (€199.90/year)	1	60
Professional	€49.99/month (€499.90/year)	5	Unlimited

Prices **exclude VAT**.

4.2 Trial period

The free trial lasts 14 days, includes the Professional plan's features and limits, and requires no payment method. Each email may benefit from only one initial free period. **If the user adds a payment method during the trial, the subscription continues automatically on the monthly Basic plan at the published price when the trial ends, and that price is charged on that date.** The user may cancel it before the trial ends, free of charge, in Settings → Billing → Cancellation. **If there is no payment method when the trial ends, access is suspended until a plan is purchased, and the data is deleted 30 days after the subscription is cancelled, unless a plan is purchased before then.** On moving to the Basic plan, only the first restaurant created stays active; the others are kept but locked until a higher plan is purchased.

4.3 Billing

- **Monthly or annual** recurring subscription via Stripe
- Annual billing offers approximately 17% savings compared to monthly
- Invoices sent by email and available in Settings → Billing

4.4 Extra restaurants

- The Professional plan allows adding extra restaurants via separate subscriptions at **€10/month** per restaurant, excluding VAT.
- When you cancel an extra restaurant, it remains active until the end of the paid period. After that, the data is marked as removed and is no longer visible.
- Reactivation window: **30 days**. After this period, all associated data (ingredients, dishes, purchases) is permanently deleted automatically.
- Cancelling the main subscription force-cancels all extra restaurants with the same period end.
- Downgrades are blocked if active extra restaurants exceed the lower plan's limit.

4.5 Plan changes

- Upgrades take effect immediately with a pro-rated charge
- Downgrades take effect at the end of the current billing period

4.6 Non-payment

In case of non-payment: email notification → up to 3 automatic retry attempts → access restriction. Data is retained for 30 additional days to allow reactivation.

5. Cancellation and Refunds

5.1 Cancellation

- You may cancel at any time from Settings → Billing → "Manage subscription"
- Cancellation takes effect at the end of the current billing period
- You will retain access until the end of the paid period

5.2 Refunds

- **First 14 days:** No charge during the first 14 days
- **First month:** Full refund if requested within 7 days of the first charge and with fewer than 10 scans used
- **Subsequent months:** No pro-rated refunds, except for billing errors
- **Outages:** Pro-rated credit for outages exceeding 24 consecutive hours attributable to Cuenta & Cocina
- **Extra restaurants:** Non-refundable. When you cancel an extra restaurant, it remains active until the end of the paid period. No pro-rated refunds are issued.

 To request a refund contact info@cuentaycocina.co within the stated timeframes.

6. Acceptable Use

6.1 Permitted uses

The application is designed exclusively for the operational management of restaurants and hospitality businesses.

6.2 Prohibited uses

— Expressly prohibited: illegal or fraudulent activities · accessing other users' data · reverse engineering the software · uploading malware · DoS/DDoS attacks · automated scraping without authorisation · reselling access to third parties without written authorisation.

7. Intellectual Property

7.1 Cuenta & Cocina's property

The software, design, algorithms, AI prompts, brand and logo are the exclusive property of Cuenta & Cocina.

7.2 User's property

All data entered by the user (ingredients, prices, recipes, configuration) are and remain the property of the user.

i Cuenta & Cocina does not use users' data to train its own or third-party AI models. OpenAI does not use the data it receives through its API to train its models, but may keep it for up to 30 days to detect abuse.

8. Service Availability

- **Target SLA:** 99% monthly uptime
- **Maintenance:** Communicated at least 24 hours in advance, preferably during low-activity hours (CET night)

- **Modifications:** Minimum 30 days' notice for material service changes, except for urgent technical necessity or legal requirement

9. Limitation of Liability

Cuenta & Cocina shall not be liable for: business decisions based on analyses · OCR inaccuracies · third-party interruptions · user-caused data loss · indirect damages or loss of profit.

Total liability shall not exceed the amount paid in the **last 3 months** of subscription.

 Analyses and recommendations are **indicative only** and based on user-entered data. They do not constitute professional financial, accounting or legal advice.

10. Account Deletion

From Settings → Account → "Delete my account". The active subscription is cancelled immediately and the account is scheduled for deletion 30 days later. Until then, the data stays accessible and you can export it or cancel the deletion. After that, it is permanently deleted. Invoices and billing data at Stripe are kept for 6 years as required by law.

11. Data Protection

The processing of personal data is governed by our [Privacy Policy](#) and our [Cookie Policy](#), which form an integral part of these Terms.

12. Changes to Terms

For material changes: email notification at least **14 days in advance** + in-app notice. Continued use implies acceptance.

13. Governing Law

These Terms are governed by Spanish law. Dispute resolution procedures are detailed in section 19.

14. Contact

 **Email:** info@cuentaycocina.co
 **Address:** Girona, Catalonia, Spain
 **Web:** cuentaycocina.com

15. Disclaimer of Warranties

The service is provided **"AS IS" and "AS AVAILABLE"**, without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Cuenta & Cocina does not warrant that the service will be uninterrupted, secure, or error-free. AI analysis and OCR results are indicative and may contain inaccuracies.

16. Force Majeure

Cuenta & Cocina shall not be liable for delays or failures in performance resulting from causes beyond its reasonable control, including: natural disasters, pandemics, wars, acts of terrorism, strikes, telecommunications network failures, power outages, governmental actions, failures of third-party providers (Supabase, Stripe, Google Cloud, Vercel, Render), or cyberattacks. In the event of force majeure, performance deadlines shall be extended for the duration of the event.

17. Indemnification

The user agrees to indemnify, defend, and hold harmless Cuenta & Cocina, its officers, and collaborators from and against any claims, damages, losses, liabilities, or expenses (including reasonable legal fees) arising from: (a) the user's use of the service, (b) data or content submitted by the user, (c) the user's violation of these Terms, or (d) the user's infringement of any third-party rights.

18. Third-Party Services

Cuenta & Cocina uses third-party services to operate the platform. Specifically:

- **OpenAI:** processes invoice text and ingredient data in the United States for the AI features (reading invoices, BCG analysis and recipe suggestions). It does not use this data to train its models and may keep it for up to 30 days to detect abuse.
- **Google Cloud Vision:** Processes invoice images for OCR extraction. Images are processed in real time and not stored.
- **Stripe:** Manages payments and subscriptions. See [Stripe's privacy policy](#).
- **Supabase:** Database hosting in the European Union (Frankfurt).
- **Resend:** Transactional email delivery and notifications.

See the full list of sub-processors in our [Privacy Policy](#).

19. Dispute Resolution

In the event of a dispute, the parties agree to the following escalation process:

- **Step 1 — Direct negotiation:** The parties shall attempt to resolve the dispute in good faith via written email communication over a period of **30 calendar days** from the date of notification.
- **Step 2 — Mediation:** If negotiation fails, the parties may submit the dispute to a recognised mediation service in Spain before initiating

legal proceedings.

- **Step 3 — Jurisdiction:** If mediation is unsuccessful, the parties submit to the courts of Girona, Spain, under Spanish law.

This process does not limit the user's right to file complaints with the competent consumer protection agency or the Spanish Data Protection Authority (AEPD).

20. Right of Withdrawal

In accordance with EU Directive 2011/83/EU on consumer rights:

- The 14-day no-charge introductory period serves as the reflection period, allowing you to evaluate the service with no financial commitment.
- Upon subscribing to a paid plan, the user expressly acknowledges that the digital service begins immediately and **accepts the loss of the right of withdrawal** for the current billing period.
- The user may cancel their subscription at any time (section 5.1), retaining access until the end of the paid period.

21. Final Provisions

- If any clause is declared invalid, the remainder of the contract remains in force
- Failure to enforce any clause does not imply waiver of the right to enforce it in the future
- These Terms constitute the complete agreement between the parties regarding use of the application

If the language versions of this text differ, the Spanish version prevails.