

Privacy Policy

Version 2.0 · 29 October 2026 · [Download as PDF](#)

Summary

- **Controller:** Chun-Feng Pai, operating as Cuenta & Cocina.
- **What for:** to provide the service, to charge for it, to give you support and to protect the service against abuse.
- **Legal basis:**
 - the contract with you;
 - our tax obligations;
 - our legitimate interest in security and in preventing abuse of the free trial.
- **Recipients:** the technology providers named in this policy.
 - **To read invoices and menus, the text** and, to write the analysis, the names and figures of your dishes and their ingredients (details in [section 5](#)) **are sent to OpenAI**, which processes them in the United States under standard contractual clauses.
- **Rights:** access, rectification, erasure, objection, restriction and portability, by writing to info@cuentaycocina.co.
 - **You can also complain to the Spanish Data Protection Agency (AEPD).**
- **No advertising:** we don't sell your data, we don't advertise and we don't use analytics tools.

1. Who the controller is

- **Controller:** Chun-Feng Pai, self-employed, operating under the trade name Cuenta & Cocina.
- **Tax ID (NIF):** Y3566474Q.
- **Address:** Girona (Girona), Spain.
- **Contact:** info@cuentaycocina.co or the form on the Contact page.

We have not appointed a data protection officer: the law does not require one for this activity. For any question about your data, write to info@cuentaycocina.co.

2. Two different roles

A. When we decide (as controller). We act as controller for:

- your account data;
- billing;
- support;
- security;
- visits to the website.

Sections 3 to 12 refer to this processing.

B. When we process data on behalf of your restaurant (as processor).

- **Which data:** what you enter or scan in the application. For example, the suppliers and lines of your invoices, your recipes, your prices, your sales, your stock and your waste.
- **Who decides:** your restaurant is the controller of that data. We process it only to provide the service to you, under the **Data Processing Annex**, which is part of the Terms of Service.
- **What we never do:** use it for our own purposes, such as statistics across restaurants, or to train AI models.
- **If someone asks us about that data** (for example, one of your suppliers), we refer them to your restaurant.

- **More detail in section 13.**

3. What data we process, what for, on what basis and for how long

What we do

Creating and managing your account, and providing the service

Data

email, password (encrypted by our provider), language, restaurant name, country, region, default VAT, food cost target, plan and usage (scans, credits)

Legal basis

the contract (art. 6.1.b GDPR)

How long

while you have an account. If you delete it or your subscription ends, **30 days** more; then it is erased

What we do

Sign-in sessions

Data

IP address, type of device and browser, the start date of each session

Legal basis

the contract (art. 6.1.b) and security (art. 6.1.f)

How long

while the session is open. You can see the ones you've used in the last 30 days in Settings → Account → Active sessions, and they appear in your data export

What we do

Charging the subscription and issuing invoices

Data

name or company name, billing address, tax ID, plan, amounts, invoices issued. **Card data is handled by Stripe; we never see it**

Legal basis

the contract (art. 6.1.b) and the legal obligation to invoice and keep invoices (art. 6.1.c)

How long

invoices and accounting records, **6 years** (art. 30 of the Spanish Commercial Code), blocked: used only if the law requires it

What we do

Service emails (trial, payment, price and stock notices, weekly reports)

Data

email, language, plan and the content of each notice

Legal basis

the contract (art. 6.1.b)

How long

our email provider, Resend, keeps a log of each sending for **30 days**

What we do

Support (emails to info@ and messages from the app)

Data

email, name if you give it, the message and anything you attach

Legal basis

the contract if you are a customer (art. 6.1.b); if not, our legitimate interest in replying (art. 6.1.f)

How long

up to 12 months, unless the message is part of a billing matter (then, the invoices' period)

What we do

The website's contact form

Data

email, restaurant name (optional), message

Legal basis

your request before contracting (art. 6.1.b); if not, our legitimate interest in replying (art. 6.1.f)

How long

up to 12 months in our mailbox. **The server keeps nothing:** it only forwards the message

What we do

Preventing the free trial from being repeated

Data

an encrypted fingerprint of your email (a code from which it cannot be recovered)

Legal basis

our legitimate interest in preventing abuse of the trial (art. 6.1.f)

How long

2 years from the last time the trial was used or the account was deleted

What we do

Security and technical logs

Data

IP address, date and time, page or function requested, errors

Legal basis

our legitimate interest in protecting the service (art. 6.1.f)

How long

what our providers keep: Render, **7 days**; Vercel, **1 day**; Supabase, **1 day**

Required data. To create the account we need your email. To take out a plan we need your billing details and your tax ID. Without them we cannot provide the service or issue the invoice. In the contact form, the restaurant name is optional.

4. Our legitimate interest and your right to object

We rely on legitimate interest in three cases:

- **Security of the service:** keeping technical logs for a few days helps us detect attacks and faults.
- **Preventing abuse of the free trial:** the encrypted fingerprint of your email stops the same address from starting another trial. It does not reveal what your email was.
- **Replying to people who write to us without being customers:** we use your data only to answer you.

In each case we have assessed that the processing is necessary and does not outweigh your rights. If you would like to see that assessment, ask us for it.

Your right to object. You can object at any time to any of these three kinds of processing, on grounds relating to your particular situation, by writing to info@cuentaycocina.co. We will stop processing your data unless there are compelling legitimate grounds or we need it to defend a claim.

5. Artificial intelligence and automated decisions

OpenAI reads your invoices and your menu to extract their data, suggests recipes from a dish's name, and writes the analysis texts: your menu report, each dish's explanation, the answers to follow-up questions and why things changed each week. It doesn't classify your dishes: the app does that.

To read an invoice or a menu:

1. **Reading the image:** Google Cloud Vision reads the image in the European Union. The image is not stored in its systems.
2. **Extraction:** the resulting text is sent to OpenAI. Its model extracts the supplier, the products, the quantities and the prices.
3. **What that text includes:** everything printed on the invoice, including the supplier's name and tax ID and your restaurant's details as the buyer. We also give it your restaurant's name, so that it does not mistake it for the supplier.

To suggest a recipe: only the dish's name and the app's language.

For the analysis, for each dish:

- its name and figures: price, cost, profit, margin and cost percentage; on Professional, sales; and how far it is from your target margin and the menu average, which are sent too, with the cost it would need to reach the target, and whether its cost is incomplete;

- the group the app assigns it;
- the ingredient that weighs most in its cost, with its cost and its share of the dish's cost;
- to explain how its cost has changed: the change in %, and up to five of its ingredients, by name, with each one's price change in %.

Also: your plan (Basic or Professional), so the report can explain how the app classifies your dishes; and, to explain each week's changes, how much the margin, ingredient costs and revenue changed.

What OpenAI does with that data:

- **It does not use it to train its models.**
- **It may keep it for up to 30 days** to monitor abuse, and then deletes it.
- **We do not store those conversations at OpenAI.**

The decisions are yours. You review the extracted data before saving it, and the classifications and reports are suggestions. **We do not take automated decisions that produce legal effects on you.**

- **One exception you should know about:** if your email has already used the trial, the app does not let you start another. **If you think that is a mistake, write to us and a person will review it.**

6. Who your data is shared with

Providers that process data on our behalf (processors):

Provider Supabase (Supabase Pte. Ltd., Singapore)
What for database and account access
Where the data is processed Frankfurt (EU); account support and telemetry may access it from outside the EEA
Safeguard for leaving the EEA

standard contractual clauses

Provider

Render (Render Services, Inc., USA)

What for

application server

Where the data is processed

Frankfurt (EU); Render runs the service from the USA

Safeguard for leaving the EEA

EU–U.S. Data Privacy Framework and, should it cease to apply, standard contractual clauses

Provider

Vercel (Vercel Inc., USA)

What for

website and application

Where the data is processed

Frankfurt (EU), with a global delivery network; usage data in the USA

Safeguard for leaving the EEA

standard contractual clauses

Provider

Google Cloud Vision (Google Cloud EMEA Limited, Ireland)

What for

image reading (OCR)

Where the data is processed

European Union

Safeguard for leaving the EEA

Data Privacy Framework and standard contractual clauses, for any access from the USA

Provider

OpenAI (OpenAI Ireland Ltd., Ireland)

What for

reading invoices and menus, suggesting recipes and writing the analysis texts (it doesn't classify dishes)

Where the data is processed

United States and other countries

Safeguard for leaving the EEA

standard contractual clauses

Provider

Resend (Plus Five Five, Inc., USA)

What for

sending the service emails

Where the data is processed

United States (the content, the sending data and the logs)

Safeguard for leaving the EEA

standard contractual clauses and Data Privacy Framework

Provider

Google Workspace (Google Cloud EMEA Limited, Ireland)

What for

our info@ mailbox

Where the data is processed

wherever Google operates

Safeguard for leaving the EEA

Data Privacy Framework and standard contractual clauses

Provider

Our tax adviser

What for

accounting and taxes

Where the data is processed

Spain

Safeguard for leaving the EEA

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Recipients who decide for themselves (independent controllers):

- **Stripe** handles payments and invoices.

- **For collecting payments**, it acts on our behalf, through Stripe Payments Europe, Limited (Ireland), which we contract with.
- **For its own purposes**, it decides on fraud prevention, anti-money-laundering compliance and the improvement of its products. For those decisions, the controller is Stripe Technology Company, Limited, according to its privacy policy.
- **Transfers**: it may process data in the USA, India and other countries where it operates. For the USA it uses the Data Privacy Framework and, should it cease to apply, standard contractual clauses.
- **Its privacy policy**: stripe.com/privacy.
- **The authorities**: the tax authority, the courts or the police, only when the law requires us to.

We do not sell your data or share it for advertising.

7. Transfers outside the European Economic Area

Your data is stored in the European Union (Frankfurt), but **several of our providers have their headquarters or their support outside the European Economic Area**, and some process the data there (section 6).

- **How the transfers are protected**: with the standard contractual clauses approved by the European Commission (Decision 2021/914) or, where the provider is certified, with the EU-U.S. Data Privacy Framework (Decision 2023/1795).
- **If you would like a copy of those safeguards**, write to us at info@cuentaycocina.co and we will send it to you.

8. Your rights

You can ask us, free of charge, for:

- **access**: to know what data of yours we process and to receive a copy;

- **rectification:** to correct any that is inaccurate. Almost everything can be changed in Settings; to change your email, write to us;
- **erasure:** for us to delete your data. You can do it yourself from Settings → Account;
- **objection:** to processing based on legitimate interest (section 4);
- **restriction:** for us to stop using your data while we resolve a complaint;
- **portability:** to receive your data in a structured format. In Settings → Account, "Download my data" gives you a JSON file.

How to exercise them:

- **By email:** write to info@cuentaycocina.co, from your account's email if possible.
- **Identity:** we will only ask you to prove it if we have reasonable doubts about who you are.
- **Deadline:** we reply within one month at most. If the request is complex, this can be extended by two months; if so, we will tell you within the first month.
- **Representative:** another person can ask on your behalf, if they prove they represent you.

If you disagree with our reply, you can complain to the **Spanish Data Protection Agency (AEPD)** (C/ Jorge Juan, 6, 28001 Madrid; www.aepd.es; sede.aepd.es), or to the authority of the EU country where you live or work.

9. How long we keep data and what happens when it is deleted

The periods for each kind of processing are in the table in section 3.

When a period ends, we delete the data. Some is kept only to comply with the law or to defend ourselves against a claim, such as invoices. That data is **blocked**: it is not used for anything else and is destroyed when the obligation ends.

When you delete your account:

1. **Scheduling:** the deletion is scheduled for **30 days later**. Until then you can export your data or cancel the deletion; if you had an active plan or trial when you asked, you can also keep using the app.
2. **The erasure:** after the 30 days, we permanently delete:
 - your account;
 - your restaurants;
 - everything you entered;
 - your customer record at Stripe.
3. **What is kept:**
 - the invoices we issued to you, for as long as the law requires;
 - if you used the trial, the encrypted fingerprint of your email (section 3);
 - for a few days, our providers' technical logs.

When you cancel your subscription (Settings → Billing), you can also choose 'Delete my data now': the deletion happens straight away, without the 30 days. **When any deletion of your account is complete**, we email you a deletion certificate.

Unused accounts:

- If you sign up and don't confirm your email within 30 days, we delete the account.
- If you confirm it but never start the trial or choose a plan, and don't sign in for 12 months, we delete it. We email you 30 days before; if you sign in again, it isn't deleted.

We do not make database backups today, so what is deleted cannot be recovered.

10. Security

We apply measures proportionate to the data we process:

- encrypted connections;

- access to each account's data limited to that account;
- password sign-in;
- short-lived technical logs;
- providers with data processing contracts.

No system is infallible. If we suffered a security breach affecting your data, we would notify you and, where appropriate, the Spanish Data Protection Agency (AEPD), within the deadlines set by law.

11. Who the service is for

Cuenta & Cocina is a service **for hospitality businesses and professionals**. Whoever creates the account must be **18 or over** and act on behalf of their business.

12. Cookies and storage in your browser

We explain this in the **Cookie and Storage Policy**.

13. Your restaurant's data (when we are a processor)

What data it is. Everything you or your team enter or scan in the app:

- ingredients and prices;
- recipes, dishes and combos;
- purchases and scanned invoices;
- sales, stock, waste and alerts.

From each invoice we keep:

- the supplier, the number and the date;
- for each line, the product, the brand, the unit, the quantity, the price and the VAT;

- the file name and a fingerprint of the file, from which it cannot be rebuilt.

We do not keep the file or its image.

Personal data that may appear: the name and tax ID of a supplier who is a natural person, or the name of a contact person printed on an invoice.

What we do with it: only what is needed to provide the service, following your instructions. This includes:

- reading it with Google Cloud Vision and OpenAI (section 5);
- storing it in our database;
- calculating costs and margins;
- showing it to you;
- exporting it;
- deleting it.

How long:

- **History:** we keep the **last two years** of purchases, scans, price history, sales and weekly summaries. Anything older than two years is deleted automatically. Stock movements are kept while you have an account, because your current stock is calculated from them.
- **What you delete** (a dish, a restaurant): it is permanently removed 30 days later.
- **When you delete your account:** everything is deleted as explained in section 9.

Who else processes it: the providers in section 6, acting as sub-processors. The list and their safeguards are in the Data Processing Annex.

14. Changes to this policy

- **Date and version:** each version carries its date and its number, and we keep the history at the end of this page.

- **Important changes:** if we change something important, such as a new provider outside the EU or a new use of your data, **we will tell you by email in advance**, in addition to any other communication.

15. Languages

This policy is in Spanish, Catalan and English, with the same content and the same date.

History:

- **Earlier versions:** [Version 1 \(PDF\)](#).
- **2.0, 29 October 2026:** a complete rewrite, including:
 - the real providers and where they process data;
 - the retention periods;
 - the two roles (controller and processor);
 - AI;
 - the contact form.