

Terms of Service

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

The essentials, before you read the rest:

- **The service is only for businesses and professionals.**
- **The trial lasts 14 days and is free.**
 - If you choose a plan during the trial, it is charged when the 14 days end.
 - If not, nothing is charged.
- **Plans renew automatically** every month or every year. You can cancel at any time from the app; the cancellation takes effect at the end of the paid period.
- **The annual plan is paid in advance** and is not refunded if you cancel before the year ends, except for the exceptions in clause 7.
- **Prices exclude VAT.**
- **Our liability has a limit** (clause 19).
- **You can take your data whenever you want**, free of charge (clause 15).

1. Who we are and whom these terms apply to

- **Who provides the service:** Cuenta & Cocina is a service of Chun-Feng Pai, self-employed, with tax ID (NIF) Y3566474Q and address in Girona (Girona), Spain ("**we**").

- **Whom they apply to:** these terms govern the use of the Cuenta & Cocina application by the business or professional who creates the account ("**you**" or "**the customer**").
- **The annex:** the **Data Processing Annex** and the prices published on the Pricing page at the time of purchase form part of these terms.

2. Only for businesses and professionals

- **Your declaration:** by creating the account you declare that you are contracting **for your business or professional activity** and that you have authority to bind your business.
- **What this means:** the service is not aimed at consumers, so **the right of withdrawal** under consumer law **does not apply**.
- **If you were nevertheless a consumer** under the law, the consumer rules that cannot be excluded will apply to you, and they will prevail over these terms.

3. How the contract is made

1. **You create your account** with an email and a password. You read and accept these terms and the Data Processing Annex by ticking the box.
2. **You confirm your email** from the link we send you.
3. **You set up your restaurant and the free trial starts.** The first time you sign in we send you a welcome email, with confirmation of what you accepted and the link to these terms.
4. **To take out a plan,** you choose it in Settings → Plan.
 - **Payment:** you go to Stripe's payment page, where you enter your billing details, your tax ID and your card.
 - **Before confirming** you see the summary (plan, period, price and VAT) and you can go back to correct any detail.
5. **When you confirm the payment** you receive Stripe's receipt and our subscription confirmation by email.

A copy of what you accepted: we keep the version of these terms you accepted and the date. You can download any version as PDF from this page.

Languages: you can sign up in Spanish, Catalan or English.

4. The service and the plans

- **What the service does:** Cuenta & Cocina helps you calculate the cost and margin of your dishes from your suppliers' invoices.
- **The plans:** the features and limits of each plan (restaurants, scans, reports, alerts) are those published on the Pricing page at the time of purchase.
- **One-off purchases:** scan credits and extra restaurants are charged as stated when you buy them. **Credits don't expire while you have an account.** Before it's deleted, you can ask us at info@cuentaycocina.co to refund any unused balance.
- **Improvements to the service:** we may improve it and change how it works, provided that we do not significantly reduce what you have contracted without following clause 9.

5. Free trial

- **Length and price:** the trial lasts **14 days**, is free and includes everything in Professional.
- **One per email:** each email can use it only once while we keep its encrypted fingerprint, 2 years from the last time the trial was used or the account was deleted ([Privacy Policy, section 3](#)).
- **No card:** you don't need a card to start it.

If you choose a plan during the trial:

- **The charge:** nothing is charged until the 14 days end. On that day the plan you chose starts and its price + VAT is charged to the card you gave us.

- **The notice:** before the charge we tell you by email.
- **If you choose the plan in the last 48 hours:** the trial is extended so that it ends at least 48 hours after that moment, so that the notice reaches you before the charge.

If you don't choose a plan:

- **Access:** when the trial ends, access is paused and nothing is charged.
- **Your data:** it is deleted **30 days later**, unless you choose a plan before then. Meanwhile you can export it (clause 15).

If you created several restaurants and choose a plan with fewer: only the first one you created stays active. The others are kept locked, not deleted, until you upgrade your plan.

6. Prices, VAT, payment and invoices

- **VAT:** prices **exclude VAT**, which is added when you pay according to your location and your tax ID.
- **The charge:** you pay in advance every month or every year, by card, through Stripe. **You authorise the recurring charges** for your plan while it is active.
- **Electronic invoices:** we issue them in the account holder's name. **You agree to receive them in electronic form.**
 - After each payment you receive a receipt by email, with the link to the invoice.
 - Your latest invoices are in Settings → Billing.
- **Your tax details:** keep them up to date. An invoice already issued can only be corrected with a corrective invoice.
- **Changes required by law:** if the rules require us to change how we issue invoices (for example, VERI*FACTU or mandatory e-invoicing), we will do so without it being a change to these terms.

7. Term, renewal, cancellation and refunds

- **Renewal:** each plan renews automatically for equal periods (one month or one year), unless you cancel it.
- **How to cancel:** from Settings → Billing, at any time.
 - **Until the end of the period:** the subscription stays active until the end of the period you have already paid for, and you are not charged again.
 - **Afterwards:** the app is paused (you can only open Settings → Plan, Billing and Account) and your data is kept for **30 days**. If you choose a plan within that time, you come back with everything; if not, it is permanently deleted.
- **Reactivating:** while your paid period has not ended, you can undo the cancellation in Settings → Plan, at no charge.

Refunds:

- **The first charge:** if you ask at info@cuentaycocina.co **within the 7 days following the first charge** and you have made **fewer than 10 scans**, we refund that amount in full.
 - **It ends the subscription:** the refund cancels the subscription, and your data is deleted 30 days later.
 - **How to ask:** write to us; we process it by hand, through Stripe, within a few working days.
- **After the first charge:** we don't make pro-rata refunds, **including for the annual plan**, except for:
 - a billing error;
 - a change to these terms that harms you and applies before your renewal (clause 9);
 - force majeure lasting more than 30 days (clause 19);
 - our ceasing to provide the service (clause 20).

8. Non-payment

- **When a charge fails:** access is limited to Billing and Account, in Settings, so you can update your card. We email you.

- **Retries:** Stripe tries the charge again **3 days after** the first failure and, if it fails again, **7 days after** that second attempt (the tenth day).
- **If every attempt fails:** the subscription is cancelled on the tenth day from the first failure, and your data is deleted 30 days later, unless you choose a plan before then.
- **If you open a dispute on a charge** (a chargeback): access is limited to your account, billing and plan, in Settings; your subscriptions are paused, with no charges, and you can't make new purchases until it's resolved. We email you.
 - **If it's resolved in our favour**, or your bank closes it without a chargeback, access and subscriptions resume.
 - **If not**, the subscriptions are cancelled and your data is deleted 30 days later, unless you choose a plan first.
 - **Meanwhile**, you can export your data or delete your account.

9. Changes to prices and to these terms

We may change the prices or these terms only for justified reasons.

For example:

- changes in the law;
- changes in our providers' costs;
- new features;
- security reasons.

How we tell you:

- **Notice:** we tell you by email **at least 30 days in advance**, explaining the change and the reason for it.
- **When it applies:** from your next renewal.
- **If you disagree:** you can cancel before then, at no cost. **A price change never applies in the middle of a paid period.** If another change harms you and applies before your renewal, you can cancel and we refund the pro-rata part for the months you won't use.

Changes without notice: those that don't harm you, such as correcting a typo or adding a feature, may apply from the moment we publish them.

10. Acceptable use

You undertake to use the service lawfully. In particular, you may not:

- upload illegal content or content that infringes the rights of others;
- upload **special categories of personal data** (for example, health data) or personal data that is not needed to manage your purchases and your dishes;
- introduce malicious code, try to access other people's accounts or systems, or overload the service;
- copy or resell the service, or use it to build a competing one;
- share your access outside your business.

What we may do if these rules are broken:

- remove the content;
- limit features;
- suspend the account (clause 20).

We do not moderate content automatically.

11. Notices of illegal content

If you think an account is hosting illegal content, write to us at info@cuentaycocina.co with the subject "Notice of illegal content". Include:

- **why** you think it is illegal;
- **where it is** (whatever lets us locate it);
- **your name and your email;**
- **a statement** that you are acting in good faith and that the information is correct.

What we do with the notice:

1. We confirm that we have received it.
2. We review it diligently and objectively, and tell you our decision.
3. **If we take action against a customer's content** (removing it, limiting the account or suspending it), we explain the reason to them, unless the law prevents it. They can reply by email for us to review it.
4. **If the notice reveals a crime that threatens people's life or safety**, we report it to the authorities.

12. Your data and your content

- **They are yours:** all the data you enter or generate in the service (ingredients, recipes, purchases, sales, reports...).
- **What we use them for:** you give us permission to process them **only to provide the service to you**.
- **What we never do:** we don't use them for our own purposes, we don't sell them and we don't use them to train AI models, neither we nor our providers.
- **History:** we keep the **last two years** of purchases, scans, price history, sales and weekly summaries. Anything older is deleted automatically; **if you want to keep it, export it first**. Stock movements are kept while you have an account, because your stock is calculated from them.

13. Artificial intelligence features

- **What we use:** we use AI (Google Cloud Vision and OpenAI), which 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.
- **They are proposals:** they may contain errors.
 - **Before saving** the data extracted from an invoice, the app shows it to you so that you can review and correct it.

- **Decisions about your business are yours.**
- **What data is sent and where:** it is in the Privacy Policy.

14. Data protection

- **Your customer data:** we process it under the Privacy Policy.
- **Your restaurant's data:** for the personal data your restaurant enters into the service, we are your **processor**.
 - **The annex:** the **Data Processing Annex** forms part of these terms and is accepted with them.
 - **The list of providers** is published and we tell you about changes to it as the annex says.

15. Exit, switching provider and portability

Your data, whenever you want:

- **Export:** at any time, from Settings → Account → "Download my data", in a JSON file with all the data you entered or generated:
 - account and restaurants;
 - ingredients;
 - dishes, recipes and combos;
 - purchases and scans;
 - price history;
 - inventory and movements;
 - waste;
 - sales and weekly summaries;
 - alerts;
 - credits;
 - plan history.
- **Anything you deleted that hasn't been removed yet** appears marked as deleted.

- **What is not exported:** our code, our instructions to the AI, our classification rules and internal security data (for example, the free-trial fingerprint).
- **The format:** the structure of the file is published in [Export format](#).
- **Cost:** exporting and switching provider are **free**.

Switching provider or asking us to delete your data:

- **Notice:** we don't require it. If you wish, you can tell us up to **2 months** in advance, by email or by cancelling in the app.
- **When you cancel** you choose:
 - **export, and then we delete;**
 - **delete now.**
- **Time to retrieve your data:** after your subscription ends you have **30 days**. The app is paused, but you can enter Settings to export.
 - **If you need more time** for a switch of provider, ask before that period ends.
- **If you ask us to switch provider while your subscription is active**, the service keeps working normally until the end of the paid period.
- **After that period:** we permanently delete all your data, except what the law requires us to keep (Privacy Policy). When it's done, we email you a certificate of erasure.

Annual plans:

- **They are paid in advance** for the whole year.
- **If you cancel before it ends**, including to switch provider, the plan stays active until the end of the paid year and you are not charged again.
- **We don't refund the unused part**, except in the cases in clause 7.
- **Your data:** you can export it free of charge at any time, including during that year.

16. Availability and support

- **Availability:** we use reasonable means for the service to be available and to work well. There may be interruptions for maintenance, announced when possible, or because of failures at our providers.
- **There is no financial compensation for interruptions.**
- **Support:**
 - **Where:** by email, at info@cuentaycocina.co, or from the app.
 - **Response time:** we normally reply within 1–2 working days.
 - **Languages:** Spanish, Catalan or English.

17. Intellectual property

- **The application is ours:** the application, its code, its design and the Cuenta & Cocina brand belong to the owner or are used under licence.
- **Your right of use:** while your account is active, we give you a non-exclusive, non-transferable right of use, for your business.

18. Confidentiality

Both parties will keep secret the non-public information they learn about the other through the service and will use it only for the service, including after it ends.

19. Liability and force majeure

The limit of our liability.

- **The limit:** our total liability to you, for any cause related to the service, is limited to **the greater of these amounts:**
 - what you have paid us in the **12 months** before the event that gives rise to it;
 - **100 euros.**

- **What we don't cover:** we are not liable for loss of profit or for indirect damage (for example, pricing decisions made with data you didn't review).
- **No limit:** this limit **does not apply** in the case of wilful misconduct or gross negligence, including breaches of our obligations regarding your data. Nor does it limit the rights that the law gives to the people whose data we process.

Force majeure:

- **What it covers:** we are not liable for failures caused by events we could not foresee or avoid, including general failures of our providers.
- **If it goes on:** if the situation lasts more than 30 days, you can cancel and we refund the unused part.

20. Suspension and termination

We may suspend or limit your account:

- if you don't pay (clause 8);
- if you seriously breach these terms;
- if you host illegal content;
- if you put the security of the service at risk.

How we do it:

- **Prior notice:** we tell you beforehand and explain the reason, unless it is urgent or the law prohibits it.
- **If you don't put it right:** we may terminate the contract. Your data follows clause 15.

If we stop providing the service: we will give you **at least 2 months'** notice and refund the paid part you won't use.

21. Communications

- **By email:**
 - **from us to you:** to your account's email;
 - **from you to us:** to info@cuentaycocina.co.
- **Changes to your email:** if you change your email, tell us.
- **Record:** we keep a record of the notices we send.

22. Applicable law and dispute resolution

- **Applicable law:** these terms are governed by **Spanish law**.
- **Before going to court:** if a disagreement arises, write to us at info@cuentaycocina.co explaining it. **Both parties will try to resolve it in good faith for 30 days** from when the other party receives that email.
- **If there is no agreement:**
 - **If your business is in Spain:** the courts that are competent under the law.
 - **If it is in another EU country:** the courts of Girona.

23. Languages and versions

- **Languages:** these terms are in Spanish, Catalan and English, with the same content. **In case of any discrepancy, the Spanish version prevails.**
- **Versions:** each version carries its number and its date, and you can download any of them as PDF.

History:

- **Earlier versions:** [Version 1 \(PDF\)](#).
- **2.0, 29 October 2026:** a complete rewrite, including:
 - only for businesses;
 - how the contract is made;
 - the trial;
 - notices of illegal content;

- exit and portability;
- the limit of liability;
- dispute resolution;
- the Data Processing Annex.