

TERMS AND CONDITIONS OF USE

BOCATI

Last updated: January 19, 2026

GENERAL INFORMATION

Welcome to **Bocati**, a digital platform available as a mobile application (iOS/Android) and web application that acts as an **intermediary** between users and participating restaurants.

These Terms and Conditions of Use (hereinafter, the "**Terms**") establish the conditions under which you (hereinafter, the "**User**" or "**you**") may access and use the services offered by Bocati (hereinafter, "**Bocati**", "**we**" or "**the Platform**").

Country of operation: Colombia

Main city of operation: Medellín, Antioquia

Contact email: bocatiapp@gmail.com

WhatsApp contact: (+57) 333 281 3901

1. ACCEPTANCE OF TERMS

By accessing, browsing, downloading, registering, or using any functionality of Bocati, you agree to be legally bound by these Terms and our Privacy Policy.

If you do not agree with these Terms, do not use the Platform.

Continued use of Bocati after any modifications to these Terms constitutes your acceptance of such modifications.

2. SERVICE DESCRIPTION

2.1. Nature of the service

Bocati is a **digital intermediation platform** that centralizes discounted food product offerings published by participating restaurants, including surplus food items and selected daily menu products.

2.2. Main functionalities

- **Navigation and exploration:** Web application users can explore available offers without needing to register. Mobile application users must register to access the platform.
- **Reservations:** Registered users can reserve products offered by restaurants.

- **Reservation code:** When making a reservation, the User receives a code that must be presented at the restaurant to claim the reserved product.

2.3. What Bocati does NOT do

Bocati does **NOT**:

- Sell food directly
- Prepare, handle, or store food
- Process payments
- Guarantee the availability, quality, or safety of products
- Act as a restaurant or commercial establishment

Bocati is exclusively a technological intermediary.

3. USERS AND REGISTRATION

3.1. Minimum age

The use of Bocati is permitted only to persons over **14 years of age**. If you are under 14 years old, you must not use this Platform. If you are over 14 but under 18 years old, you must have the consent of your parents or legal guardians to use the service.

3.2. Exploration without registration

Web application users can navigate and explore the Platform without needing to create an account. **Mobile application** users must register to access. In both cases, **registration is mandatory to make reservations.**

3.3. Registration process

Registration requires:

- **iOS mobile app:** Email address verified by code (passwordless authentication)
- **Web application:** Email address and password

Subsequently, the User may complete their profile with additional information such as name, surname, and phone number.

3.4. User obligations

Upon registration, the User agrees to:

- Provide **truthful, complete, and up-to-date** information
- Maintain the confidentiality of their access credentials
- Immediately notify Bocati of any unauthorized use of their account

- Use the Platform personally and for legitimate purposes
- Not share their account with third parties

3.5. Suspension or deletion of accounts

Bocati reserves the right to suspend, limit, or delete user accounts in case of:

- Fraudulent or abusive use of the Platform
 - Identity theft
 - Breach of these Terms
 - Activities that affect the operation of the Platform or the rights of third parties
 - Unauthorized automated use (bots, scripts, etc.)
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4. RESERVATIONS

4.1. Nature of reservations

Reservations made through Bocati do **NOT constitute a purchase or sales contract** between the User and Bocati. Reservations are a manifestation of the User's interest in an offer published by an independent restaurant.

4.2. Availability

Reservations are subject to actual product availability at the restaurant. Bocati does not guarantee that all products displayed will be available at the time of reservation or pickup.

4.3. Reservation code

The User must present themselves at the restaurant with the **reservation code** provided by Bocati. The restaurant will verify the User's identity through the code and, optionally, the registered email address or name.

4.4. Cancellations

- **By the User:** The User may cancel reservations according to the conditions established on the Platform.

4.5. No-show

If the User does not present themselves at the restaurant within the established timeframe to claim their reservation, the Platform will automatically cancel the reservation approximately 15 minutes after the established time limit. Bocati is not responsible for reservations canceled due to User no-show.

4.6. Limitation of Bocati's liability

Bocati is **NOT responsible** for:

- Reservation cancellations
 - User no-shows
 - Changes in product availability
 - Errors made by the restaurant in preparation, delivery, or billing
 - Any dispute between the User and the restaurant
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5. RESTAURANT RESPONSIBILITIES

Participating restaurants are **independent third parties** and are solely responsible for:

- The preparation, handling, and storage of food
- The quality and safety of products
- Compliance with applicable sanitary and regulatory standards
- Customer service at their establishments
- Delivery of reserved products
- Billing and collection of products (when applicable)

Bocati assumes no responsibility arising from the actions or omissions of restaurants.

6. USER-GENERATED CONTENT

6.1. User content

Users may, **optionally**, upload a profile photo. This image will be visible within the application.

6.2. Restaurant content

Restaurants must upload a logo or profile image and may upload images of their products. This content will be publicly visible on the Platform.

6.3. Usage license

By uploading content to Bocati, you grant Bocati a non-exclusive, worldwide, royalty-free, and transferable license to use, reproduce, modify, adapt, publish, and display such content within the Platform for the purpose of providing the service.

6.4. Content moderation

Bocati reserves the right, but not the obligation, to moderate, hide, or delete content that:

- Is inappropriate, offensive, or illegal

- Infringes third-party rights (intellectual property, privacy, etc.)
- Violates these Terms or Bocati's policies
- Contains viruses, malware, or malicious code

6.5. User responsibility

The User is solely responsible for the content they publish and guarantees that:

- They possess all necessary rights to the content
 - The content does not infringe third-party rights
 - The content complies with applicable legislation
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7. ACCEPTABLE USE

7.1. Prohibited conduct

It is **strictly prohibited** to:

- Use the Platform for fraudulent or illegal purposes
- Impersonate third parties
- Create multiple accounts to abuse promotions or the reservation system
- Use bots, scripts, or other automated tools to access the Platform without authorization
- Reverse engineer, decompile, or attempt to extract the source code of the application
- Interfere with the normal operation of the Platform
- Harass, threaten, or harm other Users or restaurants
- Post false, misleading, or defamatory content
- Violate intellectual property rights of Bocati or third parties
- Collect information from other Users without their consent

7.2. Consequences of non-compliance

Non-compliance with these rules may result in:

- Temporary or permanent account suspension
 - Content removal
 - Legal action as appropriate
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8. INTELLECTUAL PROPERTY

8.1. Bocati's rights

All intellectual property rights to the Platform, including but not limited to:

- The name and brand "Bocati"
- The design, interface, and user experience
- The software, source code, and algorithms
- Logos, graphics, and icons
- Original content created by Bocati

are the exclusive property of Bocati or its licensors.

8.2. Limited use

Use of the Platform does **NOT** grant the User any intellectual property rights. The User only has a limited, non-exclusive, revocable, and non-transferable license to use the Platform in accordance with these Terms.

8.3. Prohibitions

It is prohibited to:

- Copy, modify, or distribute the Platform or any of its elements
- Use the name, brand, or logos of Bocati without prior written authorization
- Create derivative works based on the Platform

9. SERVICE AVAILABILITY AND MODIFICATIONS

9.1. Availability

Bocati strives to keep the Platform available continuously. However, it **does not guarantee uninterrupted availability** and there may be:

- Interruptions due to scheduled maintenance
- Temporary technical failures
- Service suspension due to force majeure

9.2. Modifications

Bocati reserves the right to:

- Modify, suspend, or discontinue Platform functionalities
- Change the structure, design, or content of the Platform

- Perform software updates

These modifications may be made without prior notice, although Bocati will attempt to inform Users when possible.

9.3. No warranties

The service is provided "**as is**" and "**as available**", without warranties of any kind, whether express or implied.

10. LIMITATION OF LIABILITY

10.1. Scope of limitation

To the maximum extent permitted by Colombian legislation, **Bocati shall NOT be liable** for:

- **Indirect, incidental, special, consequential, or punitive damages**, including but not limited to:
 - Loss of profits
 - Loss of data
 - Damage to reputation
 - Lost business opportunities
- **Problems arising from restaurants**, including:
 - Food poisoning
 - Allergies or adverse reactions
 - Food quality or safety issues
 - Restaurant non-compliance with sanitary regulations
 - Incorrect billing or improper charges
- **Technical problems**, including:
 - Errors, interruptions, or Platform failures
 - Loss of information
 - Viruses or other harmful elements
- **Conflicts between Users and restaurants**
- **Canceled, modified, or unfulfilled reservations**
- **Misuse of the Platform by third parties**

10.2. Maximum liability

In the event that Bocati's liability is determined, it will be limited to the amount paid by the User to Bocati in the last 12 months (currently zero, as payments are not processed through the Platform).

10.3. Disclaimer of warranties

Bocati does not guarantee that:

- The Platform will function without errors or interruptions
 - Defects will be corrected
 - The Platform will be free of viruses or harmful components
 - Results obtained will be accurate or reliable
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11. INDEMNIFICATION

The User agrees to **indemnify, defend, and hold harmless** Bocati, its directors, employees, agents, and affiliates from any claim, demand, loss, liability, cost, or expense (including reasonable attorneys' fees) arising from or related to:

- The User's improper use of the Platform
 - Breach of these Terms
 - Violation of third-party rights
 - Content posted by the User
 - Any fraudulent or illegal action by the User
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12. PERSONAL DATA PROTECTION

12.1. Privacy Policy

The processing of personal data by Bocati is governed by our Privacy Policy, which forms an integral part of these Terms.

12.2. Regulatory compliance

Bocati complies with **Law 1581 of 2012** of Colombia and its regulatory decrees relating to the protection of personal data.

12.3. Consent

By accepting these Terms, the User grants consent for the processing of their personal data in accordance with the Privacy Policy.

12.4. Data sharing with restaurants

When making a reservation, your data (email address OR name and surname, depending on what you have registered) will be shared with the corresponding restaurant exclusively to verify your identity and validate the reservation. Restaurants are not authorized to use this information for marketing purposes without your explicit consent.

13. COMMUNICATIONS

13.1. Consent for communications

By creating an account on Bocati, the User consents to receive service-related communications and promotional communications from Bocati through:

- Email
- Push notifications
- SMS
- WhatsApp
- In-app messages

13.2. Service communications

Service-related communications (reservation confirmations, important notifications, changes to Terms, etc.) are **essential** for the operation of the Platform and the User cannot opt out of receiving them while maintaining an active account.

13.3. Promotional communications

The User may unsubscribe from promotional communications at any time:

- **Email:** By clicking the "unsubscribe" link in any promotional email
 - **SMS/WhatsApp:** By replying "UNSUBSCRIBE" to any promotional message
 - **Push notifications:** By disabling notifications in device settings
 - **Direct contact:** Through bocatiapp@gmail.com
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14. DISPUTE RESOLUTION AND CUSTOMER SUPPORT

14.1. Initial contact

If the User experiences any problem with the Platform or with a restaurant, it is recommended to first contact Bocati through:

- Email: bocatiapp@gmail.com
- WhatsApp: (+57) 333 281 3901

14.2. Support limitation

Bocati will provide support related to the operation of the Platform. However, **Bocati cannot resolve direct disputes between Users and restaurants** related to food quality, service problems at the establishment, or billing conducted by the restaurant.

14.3. Good faith

Both parties agree to attempt to resolve any dispute in good faith before initiating legal action.

15. TERMINATION

15.1. Termination by the User

The User may terminate their relationship with Bocati at any time by:

- Ceasing to use the Platform
- Deleting their account through the mobile app settings ("Profile" or "Settings" menu → "Delete Account")
- Requesting account deletion via email to bocatiapp@gmail.com

15.2. Termination by Bocati

Bocati may suspend or terminate the User's access to the Platform immediately and without prior notice in case of:

- Breach of these Terms
- Fraudulent or illegal use of the Platform
- Conduct that harms Bocati, other Users, or restaurants
- Prolonged account inactivity

15.3. Effects of termination

Upon termination of the relationship:

- The User's access to the Platform will cease immediately
 - Bocati may retain certain information as permitted or required by law
 - Indemnification and limitation of liability obligations will survive termination
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16. MODIFICATIONS TO THE TERMS

16.1. Right to modify

Bocati reserves the right to modify these Terms at any time to:

- Reflect changes in Platform functionalities
- Comply with new legal or regulatory requirements
- Improve User experience
- Correct errors or ambiguities

16.2. Notice of changes

When material modifications are made to these Terms, Bocati will:

- Update the "last updated" date at the top of the document
- May notify Users via email, push notification, or in-app message
- May post a prominent notice on the Platform

16.3. Acceptance of modifications

Continued use of the Platform after the modifications take effect constitutes the User's acceptance of the new Terms. If the User does not agree with the modifications, they must stop using the Platform and delete their account.

17. GENERAL PROVISIONS

17.1. Applicable law

These Terms are governed by the laws of the **Republic of Colombia**, without prejudice to conflict of law rules.

17.2. Jurisdiction

For any dispute arising from these Terms, the parties submit to the jurisdiction of the competent courts of **Medellín, Antioquia, Colombia**.

17.3. Entire agreement

These Terms, together with the Privacy Policy, constitute the complete agreement between the User and Bocati regarding the use of the Platform and replace any prior agreement.

17.4. Severability

If any provision of these Terms is declared invalid or unenforceable by a competent court, the remaining provisions will remain in full force and effect.

17.5. Waiver

Bocati's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17.6. Assignment

The User may not assign or transfer these Terms or any rights or obligations arising from them without Bocati's prior written consent. Bocati may assign these Terms freely.

17.7. Relationship between parties

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the User and Bocati.

17.8. Survival

Provisions that by their nature must survive the termination of these Terms (including, among others, those relating to limitation of liability, indemnification, and dispute resolution) will remain in effect.

18. CONTACT

If you have questions, comments, or concerns about these Terms and Conditions, you may contact us through:

Email: bocatiapp@gmail.com

WhatsApp: (+57) 333 281 3901

Postal address:

Bocati
Medellín, Antioquia
Colombia

FINAL STATEMENT

By using Bocati, you acknowledge that you have read, understood, and accepted these Terms and Conditions in their entirety.

Bocati thanks you for being part of our community and for contributing to the reduction of food waste.

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