

Terms of Service

Last updated: 2026-08-27 .

These Terms of Service govern the use of Resort Buggy by the organisation that subscribes to it. They are written for businesses. They are not consumer terms, and the guests and members who ride are not parties to them.

1. Who this agreement is between, and how it is accepted

Resort Buggy is operated by **NORTHDAN SOFT SRL**, a company registered in Romania under CUI RO44282833, with its registered office at Iuliu Maniu 19C, Aiud, Alba County, Romania ("Resort Buggy", "we", "us"). "You" and "the Customer" mean the organisation named on the Order Form.

You accept these Terms when you sign or confirm in writing an Order Form that refers to them, or when you first use the service — whichever happens first.

Where a document signed by both of us — an Order Form, a master services agreement, a schedule — conflicts with these Terms, the signed document prevails to the extent of that conflict. Our Data Processing Agreement prevails over both on any question about personal data.

Section 22 lists the clauses that, under Romanian law, you accept expressly when you sign.

2. Definitions

- **Order Form** — the quote, order form or written confirmation of your plan, properties, fees and term that we and you sign or confirm in writing, including by email.

- **Property** — a resort, club, or other site named on the Order Form, at which the service runs.
- **Subscription Term** — the period stated on the Order Form, and each renewal of it.
- **Customer Data** — everything you, your staff, your drivers and your guests put into the service or generate through it: your property and map configuration, fleet and staff records, ride records, and messages.
- **Documentation** — the product documentation and in-app guides we publish for the service.
- **Affiliate** — an entity that controls, is controlled by, or is under common control with a party.

3. The service, and what you may do with it

Resort Buggy is software for dispatching on-demand vehicle transport at a property: a guest or member requests a ride, the system assigns a driver, and your team runs the operation from an ops console. Modules and add-ons apply where your Order Form includes them.

The service is provided as software-as-a-service: we host and operate it, and you use it through a web browser; no software is delivered to or installed on your servers or IT systems; the applications run in the web browser on phones and computers, where they may be saved to the home screen. For the Subscription Term we grant you a non-exclusive, non-transferable, non-sublicensable right to access and use the service, and to let your staff, your drivers and your guests use it, for the internal business operations of the Properties named on your Order Form.

The service is software you access over the internet. We do not sell you a copy of it and we do not deliver source code.

Each Property runs as its own space, with its own map, fleet, staff and data. Adding a Property is a change to your Order Form and is priced with it.

We supply dispatch software. We do not operate a transport service. We do not own, maintain, insure or operate any vehicle, we do not employ, roster or supervise drivers, and we do not carry passengers. Those are yours, and section 7 sets out what that means.

4. Subscription term, renewal, and pilots

Your Order Form states your plan, how you are billed — monthly, annually in advance, or seasonally on a two-year agreement, billed for the months your property is open — and the date the Subscription Term starts.

At the end of each Subscription Term the subscription renews automatically for a further term of the same length, unless either of us gives notice not to renew:

- **monthly plans** — at any time before the end of the current month, effective at the end of that month;
- **annual plans** — at least 30 days before the end of the current annual term;
- **seasonal plans** — at least 30 days before the end of the two-year term.

Notice not to renew is given under section 20. We acknowledge it in writing.

The fees on your Order Form hold for the whole of the signed term. At renewal the fee may rise by at most 5% over the previous year. The seasonal discount is granted on condition that the two-year term runs to its end; if a seasonal subscription ends early, the discount is withdrawn for the seasons already billed.

A **free pilot** runs for the period stated in your pilot confirmation — 90 days unless we agree otherwise, starting on the day we make your property's workspace live or on the backstop date in that confirmation, whichever comes first — and carries no fee and no minimum commitment. Either of us may end a pilot at any time by written notice, with no charge and no penalty. Sections 9, 10 and 11 apply throughout a pilot. Section 13 does not: a pilot is provided as it stands. If you continue after the pilot, your Order Form sets the plan and the fees from that date.

5. Fees, invoicing and tax

Fees are those stated on your Order Form. Prices published on our website are in US dollars and exclude tax.

We invoice by email in advance — annually for annual plans, monthly for monthly plans. **Payment is by bank transfer within 30 days of the invoice date.** We do not take card payments and we store no payment card details.

Each of us pays its own bank's transfer charges. Please instruct the transfer so that the invoiced amount arrives in full and intermediary charges do not reduce it.

Where your Order Form states a one-time onboarding fee, it is invoiced on signature. It is charged once, separately from your subscription fees. Where your Order Form grants an onboarding credit, the fee is invoiced and credited back in full on the same invoice. On-site onboarding is included in the Private Island plan; on other plans it is available on request, on the terms in your Order Form.

Credits. Where your Order Form grants a credit against your fees — the loyalty credits in our founding partner programme, for example — the credit is a loyalty discount granted on condition that your subscription continues through the year it relates to. It is applied to your account on the first day of the subscription year it relates to, and set against your invoices for that year as they fall due, reducing the amount you pay. Credit still unused at the end of a subscription year carries forward against later invoices for as long as your subscription continues. A credit has no cash value, is not exchangeable for a refund, and any unused balance ends when your subscription ends. A credit does not change the fees stated on your Order Form: the price on your Order Form is the price for the whole of your term.

We do not charge per ride. The fee on your Order Form does not change with the number of rides your property runs. Your plan may carry limits — for example on driver accounts — and those limits are stated on your Order Form.

Fees exclude VAT, sales tax and any other tax or duty, which you pay in addition where it applies. If you are a business established in the EU outside Romania and

give us a valid VAT identification number, we invoice under the reverse charge and you account for the VAT.

If the law where you are established requires you to withhold tax from a payment to us, the amount payable is increased so that we receive the full invoiced amount net of that withholding. We will give you a Romanian certificate of tax residence and any other document you reasonably need to claim a reduced rate under a double taxation treaty, and the increase reduces accordingly.

6. Late payment, disputed invoices, and suspension

If an invoice is overdue we email your billing contact. Interest runs on overdue amounts from the due date until payment at the rate Romanian law sets for late payment between businesses — the National Bank of Romania reference rate plus eight percentage points.

If an invoice is more than 30 days overdue, we may suspend your access to the service. We will not do that without first giving your billing contact **at least 10 business days' written notice**, and we will not do it while a payment is in transit.

We delete nothing during a suspension. Your data stays where it is, and access is restored within one business day of cleared payment.

If you think an invoice is wrong, tell us within 15 days of the invoice date and say why. We will not suspend, and no interest runs, on a disputed amount while we work it out. Amounts that are not in dispute stay payable on time.

7. Your responsibilities

You are responsible for:

- **Operating the transport.** Roadworthy vehicles, the licences and insurance the transport requires, driver recruitment, vetting, training and supervision, hours of work, passenger safety, and compliance with the transport, traffic and employment rules that apply at your Property.

- **The information you give us.** Your map, pickup and drop-off points, service hours, fleet and staff records, and keeping them current.
- **Account administration.** Creating and removing staff and driver accounts promptly — in particular when someone leaves — keeping access credentials confidential, and telling us without delay if you suspect an account has been compromised.
- **Your guests.** Giving guests, members and staff whatever information or notice the law requires about the processing described in section 9, and obtaining any consent the law requires from them.
- **Use by your people.** Acts and omissions of your staff, drivers, contractors and guests when using the service, as if they were your own.
- **Your equipment and connectivity.** Handsets, tablets, browsers, and the wireless and mobile coverage the service runs over at your Property.

The service is not an emergency system. It must not be used as the only way to summon medical or emergency assistance. Keep a manual dispatch procedure — radio or equivalent — that your team can use when connectivity or the service is unavailable, and rehearse it as part of go-live.

8. Acceptable use

You agree not to do the following, and not to let anyone else do it:

- resell, rent, or make the service available to anyone other than your own Properties, staff, drivers, members and guests, or operate it as a service bureau for a third party;
- copy, modify, or create derivative works of the software, or attempt to obtain its source code — except to the extent applicable law gives you a right that cannot be excluded by contract, including the decompilation rights for interoperability under Directive 2009/24/EC;
- circumvent access controls or the separation between properties, or test the service for vulnerabilities other than as described on our [security page](#);

- extract data by automated means at a rate that degrades the service for others;
- upload malicious code, unlawful content, or categories of personal data the service is not built to hold — the categories we process are listed in the [DPA](#), and the service is not designed for payment card data, health records, or the special categories in Article 9 GDPR;
- use the service to send guests marketing, or for any purpose other than running the operations you have subscribed to at your Properties.

We may suspend a specific account immediately where it presents a genuine security risk to the service or to other properties. We tell you at the same time, or as soon as we safely can, and restore access as soon as the risk is resolved.

9. Personal data

When we process personal data about your guests, members or staff, we do it on your behalf: **you are the controller and we are the processor**. Our [Data Processing Agreement](#) sets out that processing — the sub-processor list, the international transfer mechanisms, the retention periods and the technical and organisational measures. It forms part of this agreement, and it prevails over these Terms on any question about personal data.

You confirm that you have a lawful basis for the personal data you put into the service and for instructing us to process it, and that you give your guests, members and staff the information the law requires.

We do not sell Customer Data, we do not use it to market to your guests, and we do not use it to train models.

We use aggregated statistics that identify neither you, nor your Property, nor any individual — counts of rides, wait times, error rates across all properties — to operate, secure and improve the service. This is a documented instruction under the DPA. We do not disclose your Property's figures to anyone else.

10. Confidentiality

Each of us may receive information from the other that is marked confidential, or that is plainly confidential from its nature — your operational data and our commercial terms on one side, our software, pricing and non-public documentation on the other.

Each of us will keep the other's confidential information in confidence, use it only to perform this agreement, and disclose it only to people who need it and are bound by equivalent duties.

This does not apply to information that is public through no fault of the recipient, was already known to it without a duty of confidence, is independently developed without use of the other's information, or is lawfully received from a third party.

If either of us is required by law or a court to disclose the other's confidential information, it will tell the other first where it lawfully can, and disclose only what is required.

These duties last for three years after this agreement ends, and for as long as the law protects it where the information is a trade secret.

11. Intellectual property

We own the service — the software, the interfaces, the Documentation, and the Resort Buggy name and logo — together with all intellectual property in them. You receive the licence in section 3 and nothing further.

You own your data. Customer Data stays yours. You grant us a licence to host, copy, transmit and display it solely to provide, secure and support the service, and only as far as the DPA permits.

If you send us feedback, ideas or feature requests, we may use them without obligation or payment. That gives us no right in your Customer Data or your confidential information.

12. Use of names and logos

Neither of us will use the other's name, logo or trade marks publicly without prior written consent. Consent for one use is not consent for another.

Where you agree separately — as a founding partner, for example — that agreement states what we may publish, and you may withdraw it for future use on 30 days' written notice. Where the name or marks belong to a brand owner other than you, consent comes from that owner.

13. What we commit to about the service

We warrant that:

- we have the right to enter into this agreement and to grant the licence in section 3;
- for the Subscription Term, the service will perform materially as the Documentation describes it; and
- we will provide it with reasonable skill and care, and will not knowingly introduce malicious code.

If the service does not perform as described, tell us and we will correct it. If we cannot correct it within a reasonable time, you may end the affected subscription and we refund the fees you have paid for the part of the term you cannot use. That is your remedy for breach of this warranty, alongside your rights in section 16.

Arrival estimates, wait times and other calculated figures are **estimates**, computed from your Property's own completed rides and from what drivers' and guests' devices report. We do not warrant that the service will be uninterrupted or error-free.

Where an availability target or support response times apply to you, they are set out in your Pilot Agreement or Order Form. We publish the live status of the service at status.resortbuggy.com, and we give you notice of planned maintenance that will interrupt it.

To the extent the law allows, and apart from what this section says, we give no other warranties about the service, express or implied. Nothing here limits a right of yours that the law does not permit us to exclude.

14. Limits on liability

Nothing in this agreement limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for its own intentional or grossly negligent acts, or for anything else the law does not permit to be limited.

Neither of us is liable to the other for loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, or for indirect or consequential loss, even where it was foreseeable.

Our total liability, in aggregate for all claims, is limited to the fees you paid us for the service in the 12 months before the first event giving rise to the claim.

For our breach of the Data Processing Agreement and our breach of section 10, that limit is **three times** the fees you paid us in the 12 months before the first event.

Where you have paid us no fees — during a free pilot — our total liability is limited to **USD 5,000**.

Your obligation to pay fees, our indemnity for intellectual-property infringement in section 15, and your indemnity in section 15, are not limited by this section.

These limits do not affect any liability either of us has directly to a data subject under Article 82 GDPR, which neither of us can limit by contract.

15. Indemnities

We defend you against intellectual property claims. If a third party claims that the service infringes its intellectual property, we will defend you and pay the damages or settlement we agree. You must tell us promptly, let us control the

defence, and not settle without our agreement; we will not settle in a way that admits fault on your part or imposes an obligation on you without your consent.

If such a claim is made, or we reasonably expect one, we may at our own cost obtain the right for you to keep using the service, change it so that it no longer infringes, or — if neither is reasonably available — end the affected subscription and refund the fees for the unused part of the term.

This does not cover a claim arising from Customer Data, from use of the service in a way this agreement does not permit, or from a change we made at your request.

You cover us for your side of the operation. You will defend us against, and indemnify us for, third-party claims arising from: the transport service you operate, including injury, loss or damage involving a vehicle, a driver or a passenger; Customer Data and the lawfulness of putting it into the service; and your breach of section 8.

16. Ending this agreement

Either of us may end this agreement, or an affected subscription:

- for material breach — non-payment of an undisputed invoice included — if the other has not put it right within 30 days of written notice describing it; or
- immediately, if the other enters insolvency, liquidation or an equivalent process, or ceases trading.

You may also end a subscription at renewal under section 4.

If you end this agreement for our material breach, we refund the fees you have paid for the part of the term you cannot use. If we end it for your material breach, fees for the current term remain payable.

When the agreement ends, your right to use the service ends. Section 17 governs your data. Sections 5 (for amounts already accrued), 9, 10, 11, 12, 14, 15, 17, 21, 22 and 23 survive.

17. Getting your data out

Your data is yours to take at any time, and we do not charge for taking it.

During the term you can export ride history and operational reports to CSV from the ops console whenever you want, and we will provide a full copy of your Customer Data on request in a structured, commonly used, machine-readable format.

You may ask us to begin a hand-over at any point, whether or not you are leaving, and you do not have to give a reason. We start within 5 business days of the request and give you reasonable assistance to move to another provider or to your own systems.

After this agreement ends, your data stays available for export for **30 days**. You may ask us to extend that period, and we will agree to a reasonable extension. At the end of it we delete your Customer Data from our production systems, which is how the delete-or-return obligation in the DPA is carried out; backups then age out on the 30-day cycle described there. We confirm deletion in writing on request.

We charge nothing for export, for hand-over assistance, or for switching to another provider. This section gives effect to the switching and porting terms for data processing services in Chapter VI of the EU Data Act (Regulation (EU) 2023/2854).

18. Events outside our control

Neither of us is responsible for a failure to perform caused by something outside its reasonable control — natural disaster, storm or flood, fire, war, civil unrest, epidemic, act of government, failure of national or international telecommunications or power, failure of the internet or of a cloud region, or loss of a data centre.

This does not excuse payment for a service already provided.

The affected party will tell the other as soon as it reasonably can and will do what it reasonably can to work around the failure. If the event continues for more than 30 consecutive days, either of us may end the affected subscription by written notice, and we refund the fees paid for the part of the term not provided.

19. Changes to the service and to these Terms

To the service. The service changes as we develop it. We will not materially reduce the core functionality you subscribed to during a Subscription Term. If we have to withdraw a material part of it, we will tell you at least 60 days beforehand, and you may end the affected subscription and take a refund of the fees for the unused part of the term. If we discontinue the service, we give you at least 90 days' written notice and refund the fees paid for the part of the term not provided.

To these Terms. We may change these Terms. We publish the new version on this page with a new date, and where a change materially affects you we email your notice contact at least 60 days beforehand. **The new version applies to you from your next renewal, not before.** If you do not accept a material change you may choose not to renew, under section 4. Where a change is one the law requires us to make, we apply it as narrowly as we can and tell you why.

We keep previous versions and will send you the version that applied on a given date on request.

20. Assignment, subcontractors, and notices

Assignment. Neither of us may transfer this agreement without the other's written consent, which will not be unreasonably withheld. Either of us may transfer it without consent to a company acquiring it or substantially all of its business, and you may transfer it to an Affiliate on written notice to us.

Subcontractors. We may use subcontractors to provide the service. The sub-processors that handle personal data are listed in the [DPA](#) and change only under the notice terms there. We remain responsible to you for what our subcontractors do.

Notices. Formal notices — breach, termination, non-renewal, an indemnified claim — are given in writing by email and take effect on the next business day after sending, unless the sender receives a delivery failure:

- to us: legal@resortbuggy.com, with a copy to NORTHDAN SOFT SRL, Iuliu Maniu 19C, Aiud, Alba County, Romania;
- to you: the notice contact on your Order Form.

Either of us may change its address by notice. Day-to-day operational messages are not formal notices.

21. Governing law and disputes

This agreement, and any dispute arising out of or in connection with it — including a non-contractual dispute — is governed by the law of Romania, without regard to its conflict-of-law rules.

If a dispute arises, each of us will first give the other written notice of it, naming a person with authority to resolve it, and those two people will try to settle it within 30 days.

Otherwise **the courts of Alba County, Romania — the courts with jurisdiction over our registered office — have exclusive jurisdiction.** Either of us may apply to any court with jurisdiction for urgent relief to protect confidential information or intellectual property, and we may bring proceedings to recover unpaid fees in the courts where you are established.

These Terms are written in English. If we supply a translation, the English version governs.

22. Clauses you accept expressly

Romanian law requires that certain clauses in standard terms take effect only where the other party accepts them expressly and in writing. By signing or confirming an Order Form that refers to these Terms, you expressly accept:

section 4 (automatic renewal), section 6 (interest and suspension for non-payment), section 13 (the limits of our warranties), section 14 (the limits on liability), section 15 (indemnities), section 16 (termination), section 19 (changes to these Terms) and section 21 (governing law and exclusive jurisdiction).

23. General

Entire agreement. Your Order Form, these Terms, the DPA and any schedule referenced on the Order Form are the whole agreement between us about the service and replace anything said or written before it. Neither of us has relied on a statement that is not written in them. This does not limit liability for fraud.

Order of precedence. A signed Order Form, then any country annex on country-specific matters, then the DPA on any question of personal data, then these Terms.

Purchase order terms. Terms printed on a purchase order or presented in a supplier portal do not apply, unless we both sign a document saying that they do.

Independent contractors. Nothing here creates a partnership, joint venture, agency or employment relationship.

No third-party rights. Only you and we may enforce this agreement. Your Affiliates, your staff and your guests are not parties to it.

Compliance with law. Each of us will comply with the laws applying to it in performing this agreement, including anti-bribery laws and applicable trade sanctions. Neither of us will offer or accept an improper payment in connection with it.

Severability. If a court finds part of this agreement unenforceable, the rest stands and that part applies to the fullest extent the law allows.

Waiver. If one of us does not enforce a right immediately, it does not lose it.

24. Contact

These Terms: legal@resortbuggy.com · The DPA and privacy:
privacy@resortbuggy.com · Support: support@resortbuggy.com

NORTHDAN SOFT SRL, CUI RO44282833, Iuliu Maniu 19C, Aiud, Alba County,
Romania.