

DATA ACCESS AND HANDLING TERMS

Backline Ops LLC · Version 1.0 · August 10, 2026

Draft. These terms are published while a final legal review is completed. They describe what Backline Ops LLC actually does with a store's information today. The version and date above will change when the reviewed wording is published, and the current version always lives at backline-ops.com/agreement.

These Data Access and Handling Terms (these “Terms”) set out how **Backline Ops LLC**, a North Carolina limited liability company (“Backline”), handles the information a restaurant (the “Store”) gives it in connection with the operations software Backline provides (the “Service”). They apply to every Store that uses the Service, and a Store accepts them by using it. There is nothing to sign.

1. What This Covers

“Store Data” means any information the Store, or anyone acting for the Store, puts into the Service or gives to Backline in order to run it. It includes, without limitation, team member names and roles, schedules and shift assignments, training and evaluation records, notes written by leaders, operational metrics, checklists, photographs uploaded through the Service, and store financial figures. It does not include information Backline creates about the Service itself, such as error logs and usage counts, provided those contain no Store Data.

2. The Store Owns Its Data

All Store Data belongs to the Store. Nothing in these Terms transfers ownership of Store Data to Backline. Backline holds Store Data only as a custodian, for the purpose of providing the Service.

3. What Backline May Do With It

Backline may access, store, process, and transmit Store Data only as needed to:

1. provide, maintain, and support the Service for the Store;
2. fix a fault the Store has reported, or one Backline has detected;
3. protect the security and integrity of the Service; and
4. comply with law.

Any other use requires the Store's written permission, given for that use.

4. What Backline Will Never Do

Backline will not, at any time, during or after the term of these Terms:

1. sell, rent, or licence Store Data to anyone;
2. share Store Data with another store, another operator, or any third party, except as Section 8 allows for the vendors that run the Service;
3. use Store Data to train, fine-tune, or evaluate any machine learning or artificial intelligence model, whether Backline's own or a third party's;
4. use Store Data to build, price, or market anything to any party other than the Store;
5. use one store's data to serve, benchmark, or advise another store, whether identified or not; or
6. publish, display, or reproduce Store Data in any demonstration, screenshot, sales material, case study, or public page. Where Backline shows the Service publicly, it does so with invented names and invented figures.

5. Who Can See It

Access to Store Data is limited to those people who need it to do the work described in Section 3. As of the date of these Terms, the only person at Backline with access to Store Data is its sole member. If that changes, Backline will tell the Store before any additional person is given access, and every such person is bound by confidentiality obligations at least as strict as those in these Terms.

Within the Service, the Store controls who at the Store may see what, through the Service's own access levels. Backline will act on the Store's instruction to add or remove a person's access promptly, and in any case within two business days.

6. Where It Lives

Store Data is stored on infrastructure located in the United States. Backline will not move Store Data outside the United States without the Store's written permission. Store Data is encrypted in transit using industry standard transport encryption, and is encrypted at rest by the infrastructure providers named in Section 8.

7. How It Is Protected

Backline maintains reasonable and appropriate administrative, technical, and physical safeguards for Store Data, including at least the following:

1. access to the Service requires authentication, and privileged access requires a separate credential;
2. documents and files uploaded through the Service are served only to an authenticated session and are never made available at a public or guessable address;
3. the address of any backend storage provider is never exposed to a browser, and no provider-signed URL is handed to a browser;
4. pages that display Store Data are marked so that search engines do not index them, and are served without caching; and
5. credentials are rotated when a person with access departs.

8. Vendors That Run the Service

Backline uses third party infrastructure providers to host and run the Service. As of the date of these Terms those providers are Cloudflare, Inc. for hosting, compute, and database storage. Those providers process Store Data only to provide their infrastructure to Backline, under their own contractual obligations. Backline remains responsible for their handling of Store Data. Backline will give the Store notice before adding or replacing an infrastructure provider that stores Store Data, and the Store may object.

9. Team Member Information

Store Data includes information about individual people. Backline treats it accordingly: it is not aggregated across stores, it is not used for any purpose beyond running the Service for the Store, and it is deleted on the schedule in Section 12. The Store remains responsible for telling its team what information it records about them and why.

10. If Something Goes Wrong

If Backline becomes aware of any unauthorised access to, disclosure of, or loss of Store Data, Backline will notify the Store **without undue delay and in any case within seventy-two (72) hours** of becoming aware. The notice will describe what happened, what data was involved so far as known, what Backline has done, and what Backline recommends the Store do. Backline will cooperate with the Store's reasonable requests for information and will not require the Store to keep the incident confidential.

11. Getting the Data Back

At any time during the term, and for thirty (30) days after it ends, the Store may request a complete export of Store Data. Backline will provide it within ten (10) business days, in a machine readable format capable of being opened in common spreadsheet software, at no charge.

12. Deletion

Within thirty (30) days after the later of the end of these Terms or the completion of any export requested under Section 11, Backline will permanently delete all Store Data from its systems, and will instruct its infrastructure providers to do the same. Backline will confirm the deletion to the Store in writing. Backline may retain Store Data beyond that period only where law requires it, and only for as long as law requires it.

13. Confidentiality

Backline will treat Store Data as the Store's confidential information and will not disclose it to anyone except as these Terms allows. This obligation survives the end of these Terms and continues for as long as Backline holds any Store Data and for three (3) years thereafter.

14. Audit and Questions

The Store may ask Backline, in writing and not more than twice per year, to describe how Store Data is handled, where it is stored, and who has access. Backline will answer within ten (10) business days.

15. When These Terms Apply

These Terms apply to a Store from the day it starts using the Service and continue for as long as Backline holds any of that Store's Data. Sections 2, 4, 10, 11, 12, 13, and 17 continue to apply after that, for as long as they can matter.

16. Stopping

A Store may stop using the Service at any time, and may tell Backline at any time to stop holding its Store Data. Backline may stop providing the Service on thirty (30) days written notice. Either way, Backline's right to hold that Store's Data ends, and Sections 11 and 12 then apply.

17. Liability

Backline is responsible for its own breach of these Terms. Nothing in any other agreement between Backline and a Store limits Backline's liability for a breach of Section 4 or Section 13.

18. Governing Law

These Terms are governed by the laws of the State of North Carolina, without regard to its conflict of laws principles. Backline and the Store consent to the exclusive jurisdiction of the state and federal courts sitting in Guilford County, North Carolina.

19. Changes to These Terms

Backline may change these Terms. Every version carries a version number and a date, both shown at the top of the first page, and the current version is always published at backline-ops.com/agreement.

Backline will give each Store at least **thirty (30) days written notice** before a changed version takes effect, and the notice will say plainly what changed. A Store that does not accept a change may stop using the Service under Section 16 before the change takes effect, and Sections 11 and 12 then apply. Backline will keep every published version and provide any earlier one on request.

No change will ever be applied to Store Data that Backline already holds under an earlier version in a way that would be permitted by the new version but not the old one.

20. Whole Understanding

These Terms are the whole of what Backline and a Store have agreed on the handling of Store Data, and replace any prior understanding on that subject.

21. If a Store Needs a Signed Copy

Nothing here needs signing. A Store accepts these Terms by using the Service, which is how they are meant to work.

Where a Store's own policy requires a countersigned document, Backline will provide one on request, carrying the same wording as the published version in force on the date it is signed. Ask at matt@backline-ops.com.