



# Hadom Enterprises, LLC, End-User License Agreement

**Last Updated: October 19, 2024**

This End-User License Agreement (**Agreement**) is between the business or individual accepting this Agreement (this business or individual being **you**) and Hadom Enterprises, LLC (**Developer**). This Agreement is solely between you and Developer, and governs your use of Developer's software application and the corresponding services it provides (together, along with the associated documentation, proprietary, or intellectual property: the **App**). Review this Agreement completely. **You agree to be bound by the terms of this Agreement when you click "Accept" or otherwise download, install, copy, or use the App, and must accept this Agreement before doing so.** If you do not agree to the terms of this Agreement, you must click "Decline" and must not download, install, copy or use the App.

## 1. The App

1.1 The App will provide you with the ability to:

- Facilitate remote drink purchases by allowing customers to buy drinks for friends or patrons at your establishment.
- Notify customers when their friends are present at your venue, encouraging social interactions and increased engagement.
- Seamlessly integrate with your Clover POS system to manage and process drink orders efficiently.
- Access real-time analytics and sales reports to gain insights into customer preferences and enhance operational efficiency.
- Enable promotional features, allowing you to create and manage special offers or discounts for app users.
- Provide a user-friendly interface for bartenders and staff to view and fulfill remote drink orders promptly.
- Collect customer feedback and ratings to improve service offerings and customer satisfaction.

1.2 Developer grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term (defined below) of this Agreement to use the App solely for your internal business purposes. You will not otherwise distribute, lease, rent, host, sublicense, transfer, sell, export, modify, reverse engineer, decompile, copy, benchmark, create derivative works from, or attempt to derive the source code for the App. This license does not grant you any rights to Developer's (or any other third party's) trademarks, service marks, logos, trade dress, proprietary, or other intellectual property unless provided with the App. Developer reserves to itself (or applicable third parties) all right, title, interest, and license (express or implied) to the App that are not specifically granted to you under this Agreement. You will preserve and display any proprietary notices, markings, or branding associated with use of the App.

1.3 The App may update automatically from time-to-time, and you may be required to accept these updates to continue using the App. Developer may perform maintenance on the App,

which may result in service interruptions or delays from time-to-time. Developer may not support older versions of the App. You are solely responsible for obtaining all equipment and services (for example, Internet connectivity) necessary to access and use the App.

## 2. Fees

You will not be charged a monthly fee for your use of the App. Instead, the Developer will collect a commission of 15% plus \$0.50 from the user for each transaction made through the App. Users acknowledge and accept commission deductions as part of their agreement to use the consumer app. This commission will be automatically deducted from the total amount charged to the user during the transaction. Users will receive a notification alerting them of the transaction details, including any commissions deducted. You are responsible for payment of all sales, use, excise, or similar taxes (excluding taxes based on the Developer's income) imposed by federal, state, or local tax authorities. You must notify the Developer of any commission errors within 120 days from when an error appears in the transaction summary, after which you release the Developer from all liability for losses resulting from these errors.

## 3. Term

This Agreement commences when you accept or otherwise download, install, copy, or use the App; and will continue month-to-month until terminated (this period of time is the Agreement's **Term**). There is a 30-day notice period required for termination of the Agreement.

## 4. Suspension and Termination

4.1 Developer may promptly suspend or terminate your use of the App if (1) you violate this Agreement's terms; (2) Developer believes your use of the App may damage its reputation or intellectual property rights; (3) Developer suspends or terminates its agreement(s) with any third party involved in providing the App; (4) you exceed normal and reasonable usage for the App; (5) you experience a bankruptcy or insolvency event; or (6) you are using the App for any fraudulent, illegal, or unauthorized purpose, or engage in willful misconduct with respect to use of the App.

4.2 You may terminate this Agreement at any time and for any reason (without cause) by providing notice to Developer. Your termination will be effective at the end of the then current month or billing period in which you give notice. You will not receive a refund for the billing period in which you terminate this Agreement.

4.3 Developer will delete user data upon termination of the agreement. This includes personal information, transaction history, and any other identifiable information.

## 5. Confidentiality, Data, and Ideas

5.1 Neither of us will disclose non-public information about the other's business; including, without limitation, the terms of this Agreement, technical specifications (whether related to the App or otherwise), customer lists, or information relating to a party's operational, strategic, or financial matters (together, **Confidential Information**). Confidential Information does not include information that (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a

third party that is not obligated to keep it confidential. Each of us will implement and maintain reasonable safeguards to protect the other's Confidential Information.

5.2 Neither of us may disclose the other's Confidential Information except (1) to our respective directors, officers, employees, or representatives that need to know it in order to perform our obligations under this Agreement; (2) in response to a subpoena or court order; or (3) as required by applicable law, rule, or regulation.

5.3 Developer may use data or information obtained through the App to provide its services, for research and development, or in aggregated and anonymized form to provide services generally; all subject to applicable Laws (defined below). Information Developer collects about you or your consumers is subject to Developer's privacy policy, which is accessible at [https://www.hadom.com/files/ugd/20841e\\_a1099615fb654ce1bff39fc16442dd32.pdf](https://www.hadom.com/files/ugd/20841e_a1099615fb654ce1bff39fc16442dd32.pdf).

5.4 You may provide, or Developer may invite you to provide, comments or ideas about the App (including, without limitation, improvements to it) (together, **Ideas**). By submitting any Ideas, you agree that (1) they are not Confidential Information; (2) they are not subject to any use or disclosure restrictions (express or implied); (3) you claim no rights in them; and (4) Developer has no obligation to notify or compensate you in connection with their disclosure or use. You release Developer from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that you submit.

## 6. Account

You will be required to register for an account with Developer to use the App. You will provide us with accurate information when setting up your account and will maintain your account with current information. You will be responsible for establishing safeguards designed to prevent unauthorized access to, disclosure, use, or alteration of your account (safeguards may include, without limitation, user names, passwords, security questions and answers, or other credentials).

You must promptly notify Developer if you discover a security breach involving your account or the App. Failure to notify Developer of a security breach may result in liability for any resulting losses, hinder the Developer's ability to mitigate damages, and may constitute a breach of this Agreement, leading to potential suspension or termination of your account. You are responsible for any unauthorized access to, disclosure, use, or alteration of your account, the App, or other transaction information that arises through your systems or account.

It is your responsibility to back up and maintain the accuracy and completeness of any content created, derived from, stored, or accessed through your account or your use of the App (content may include, without limitation, transaction information, text, images, graphics, or photos).

## 7. Risk Allocation

7.1 The App is provided to you "as-is" and "as-available." You are solely responsible for determining if the App meets your needs. **Developer disclaims all warranties (express or implied) related to your account or the App; including, without limitation, warranties of security, merchantability, fitness for a particular purpose, non-infringement, accuracy, and uninterrupted or error-free operation.** Developer is not responsible for any disclosures,

modifications, deletions, or other errors that arise in connection with your use of the App due to its interaction with other applications or their content.

7.2 You will indemnify, defend, and hold harmless Developer, its directors, officers, employees, agents, subsidiaries, and affiliates against any and all third-party claims for losses, damages, costs, or expenses (including reasonable attorneys' fees) (together, "**Losses**") that result from your use or misuse of the App, or your breach of this Agreement. Developer may assume the defense of any third-party claims for which you must indemnify it (at your expense), and you will cooperate with the defense of these claims. You will not settle any third-party claims involving more than the payment of money without Developer's written consent.

**7.3 To the extent permitted by applicable law, Developer will not be liable to you for any lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages; regardless of whether these damages were foreseeable or either of us was advised they were possible.**

**7.4 Developer's total, aggregate liability to you for all Losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will not exceed the amount of fees you've paid to Developer during the 3 months prior to a Loss.**

## 8. Communications

You authorized Developer to communicate with you electronically or otherwise using the contact information you provide to it (e.g., without limitation, via your account, the Internet, email, text, or live agent or automated calls to your mobile or other phone, even if these numbers appear on a Do Not Call or other non-solicitation registry). You are responsible for any fees charged by your communications provider for phone, text, or email communications that Developer sends to you.

## 9. Customer Data

9.1 "Customer Data" refers to any information collected from users of the HADOM Bar App, including but not limited to personal information, transaction data, user preferences, location data, account information, engagement data, feedback, and analytics data.

9.2 The Developer may use Customer Data to enhance the functionality of the App, improve user experience, and conduct research or analysis. Specifically, aggregated and anonymized data may be utilized for:

- Analyzing trends and usage patterns to optimize app features and performance.
- Conducting market research to better understand customer preferences and behaviors.
- Developing new products, features, or services based on user insights.

9.3 The Developer will ensure that any aggregated data does not identify individual users and will not sell or disclose personal Customer Data to third parties without user consent, except as required by law.

## 10. Compliance with privacy laws

The App Provider makes the following additional commitments, representations, and warranties to the Customer regarding the handling of Customer Data and Personal Information:

10.1 The App Provider will only process Customer Data and Personal Information on behalf of, and as a Service Provider of, the Customer. The App Provider will not collect, retain, use, or disclose that data for any purpose other than to perform the App Provider's obligations under this Agreement, as permitted under the California Consumer Privacy Act (CCPA), General Data Protection Regulation (GDPR), and other applicable privacy and data protection laws (collectively, "Privacy Laws"). In no event will the App Provider "sell" (as defined by Privacy Laws) any such personal information.

10.2 The App Provider will not collect, use, retain, disclose, sell, or otherwise make Customer Data or Personal Information available for the App Provider's own commercial purposes or in a way that does not comply with the CCPA, GDPR, or other Privacy Laws.

10.3 The App Provider will limit personal information collection, use, retention, and disclosure to activities that are reasonably necessary and proportionate to provide the Services set forth in this Agreement or another compatible operational purpose.

10.4 The App Provider will inform the Customer of their rights under applicable Privacy Laws, including the right to access, rectify, or delete their personal data, as well as the right to opt-out of the sale of personal information where applicable.

10.5 The App Provider will assist the Customer in complying with requests from data subjects regarding their rights under applicable Privacy Laws, including but not limited to responding to verifiable consumer requests.

10.6 The App Provider will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Customer Data and Personal Information.

## **11. Data subject rights - assistance with requests**

11.1 App Provider will reasonably cooperate and assist Customer with meeting Customer's CCPA and Privacy Law compliance obligations and respond to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account, the nature of App Provider's processing, and the information available to App Provider. App Provider will make available to Customer, in a manner consistent with the functionality of the Service and App Provider's role as a Service Provider of Personal Information of data subjects, the ability to fulfill data subject requests to exercise their rights under Privacy Laws.

11.2 If App Provider receives a request from Customer's data subject to exercise one or more of its rights under Privacy Laws in connection with the Services, App Provider will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where possible, by using the functionality of the Services. App Provider shall comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

11.3 App Provider must notify the Customer immediately if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with Privacy Laws relating to provisioning of the Services.

## 12. Dispute Resolution

**12.1 Mediation and Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement, the App, or any services provided hereunder shall be resolved first through good faith negotiation between the parties. If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association (AAA).

**12.2 Arbitration Procedure:** The arbitration will be conducted by a single arbitrator, and the location of the arbitration shall be in Naples, Florida, unless the parties agree otherwise. The arbitration may be conducted virtually if mutually agreed upon by the parties.

**12.3 Fees:** Each party shall bear its own costs and expenses, including attorney's fees, incurred in connection with the arbitration. The costs of the arbitration shall be shared equally between the parties unless the arbitrator determines otherwise.

**12.4 Governing Law:** This section shall be governed by the Federal Arbitration Act and the laws of the State of Florida.

**12.5 Confidentiality:** The parties agree that any arbitration proceedings, including any discovery, and the terms of any settlement or award, shall remain confidential, except as required by law.

**12.6 No Class Actions:** You agree that any dispute resolution will be conducted on an individual basis and not in a class, consolidated, or representative action.

## 13. Updates and Notifications

**13.1 Updates to the Agreement:** The Developer may modify this Agreement from time to time. Significant changes will be communicated to you via email, within the App, or through other electronic means. Your continued use of the App after any such modifications shall constitute your acceptance of the revised Agreement.

**13.2 Notifications Regarding the App:** The Developer may provide you with updates, notifications, or alerts related to the App, including new features, maintenance schedules, and important security updates. Such notifications may be sent via email, push notifications, or in-app alerts.

**13.3 User Responsibility:** It is your responsibility to review these notifications to stay informed about any changes or updates. If you do not agree with the modifications made to the Agreement, you must cease using the App and uninstall it.

## 14. General

**14.1 Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts or choice of law provisions. If you are located in a jurisdiction outside of Florida, you may have additional rights under local laws. Users are encouraged to consult local legal counsel regarding the applicability of these terms and any potential implications.

**14.2 Modifications:** Developer may modify this Agreement from time to time and will provide notice of such modifications (notification may be through the App, email, or other electronic means). Your continued use of the App indicates acceptance of any modifications.

**14.3 Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

**14.4 Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

**14.5 Waiver:** Any failure by Developer to enforce any rights under this Agreement will not constitute a waiver of such rights.

**14.6 Assignment:** You may not assign this Agreement without Developer's prior written consent, but Developer may assign this Agreement without notice to you or your consent.

**14.7 Contact Information:** For any questions regarding this Agreement, please contact Developer at:

Hadam Enterprises, LLC  
9049 Whimbrel Watch Lane, Suite 201  
Naples, FL 34019  
201-835-6253  
developer@hadom.com