

THREEDEEP

Merchant Services Agreement

Effective Date: August 1, 2026

This Merchant Services Agreement (this “Agreement”) is entered into between **Three Deep Hospitality, LLC** (“threedeep,” “Company,” “we,” “us,” or “our”) and the business entity identified during account registration (“Merchant,” “you,” or “your”). By accessing or using the threedeep platform and related services (collectively, the “Services”), you acknowledge that you have read, understood, and agree to be bound by this Agreement.

1. SERVICES PROVIDED

threedeep provides a promotional point-of-sale (“POS”) technology infrastructure platform designed for bars, nightclubs, and hospitality venues. The Services include order management, tab management, payment processing facilitation, optional drink-limit guardrails, platform deactivation controls, demand driver features, and related technology tools.

threedeep is a technology infrastructure provider only and is not an operator, manager, employer, or joint venturer of or with any Merchant. The Company does not sell, serve, distribute, deliver, or otherwise provide any food, beverages, alcoholic products, or any other goods to end consumers. threedeep does not set or control Merchant’s prices, menu, drink recipes, pour sizes, staffing, service flow, or hours; automated features execute only rules Merchant has approved. All products offered to patrons are provided exclusively by Merchant at prices set or approved exclusively by Merchant.

Merchant’s Non-Reliance. The Services facilitate transactions and do not increase Merchant’s underlying legal obligations. Merchant acknowledges that it is not relying on threedeep for: (a) regulatory, legal, or compliance guidance of any kind, including alcohol beverage control, health and safety, employment, or tax compliance; (b) workplace, patron, or food safety obligations; or (c) legal advice. Merchant is solely responsible for obtaining its own independent legal, regulatory, compliance, and safety guidance from qualified professionals.

Merchant-Controlled Display; Merchant Discretion. The threedeep platform is a merchant-controlled digital display, promotion-configuration, and transaction platform—the digital equivalent of a chalkboard or menu board on which Merchant chooses what to write and offer. Before any drink special, Demand Driver, or promotion is activated, Merchant reviews and approves the drinks, prices or pricing formulas, price floors, timing, triggers, quantities, limits, and eligibility conditions; by enabling any automated or event-triggered feature, Merchant authorizes the platform to execute Merchant’s approved rules. Merchant may use the platform in whatever manner it sees fit within applicable law and is never required to run any promotion, drink special, Demand Driver, or feature of any kind. Content supplied by threedeep or advertisers (such as advertising, Bar Tab Credits, and games) is distinct from Merchant’s own offers, and nothing supplied by threedeep or an advertiser obligates Merchant to sell, price, or serve anything. Merchant is solely responsible for ensuring that everything it elects to offer complies with the rules, regulations, advisories, and pricing restrictions of the state liquor authority, alcohol beverage control agency, and every other governmental authority having jurisdiction over Merchant’s license and premises. threedeep is not a licensee, is not subject to Merchant’s liquor license, and bears no responsibility for any citation, fine, penalty, license suspension or revocation, or other enforcement action arising from Merchant’s use of the platform.

Advertising & Promotional Content. threedeep is an independent digital marketing and technology platform. Advertising, sponsored content, promotions, games, offers, or other marketing materials from threedeep or third-party advertisers may appear on displays at Merchant’s premises and/or on guests’ mobile devices through the threedeep application. The purpose of such content is to build a network that drives patron engagement, increases Merchant’s revenue, and supports bartender earnings. Merchant is not required to purchase, stock, carry, feature, recommend, sell, promote, or otherwise favor any advertiser’s products or services, and retains complete control over its products, pricing, inventory, purchasing decisions, drink specials, and promotions. Merchant is not required to participate in any third-party promotion unless it separately and voluntarily elects to do so, and Merchant’s participation in threedeep is not conditioned on any purchase, sale, promotion, or preferred treatment.

Alcohol-Industry Advertising Restrictions. No alcohol manufacturer, importer, wholesaler, or other alcohol-industry member may fund, directly or indirectly, any equipment, Bar Tab Credit, Bartender Incentive Funding, or payment to Merchant that is tied to purchasing, carrying, recommending, displaying, or selling that advertiser’s brands, except as approved in advance following legal review for compliance with federal and state tied-house and trade-practice laws. Bartender Incentive Funding shall not depend on brand recommendations or brand sales. Advertising placements are sold at documented fair-market rates, and threedeep may reject, suspend, or remove any advertising or promotional content at any time, including for regulatory risk. Merchant shall not promise any advertiser product placement, tap access, menu positioning, exclusivity, or other preferential treatment in exchange for advertising or funding. Funding sources and promotion configurations shall be documented and auditable.

2. FEES, EQUIPMENT & SERVICE OBLIGATIONS

2.1 There is no subscription fee, platform fee, monthly charge, setup fee, per-drink fee, or recurring cost of any kind to use the threedeep platform, and Merchant is under no requirement to use the platform. The sole fee is the threedeep Transaction Fee of three and three-tenths percent (3.3%) of the entire transaction amount—including all applicable taxes and customer gratuities, calculated before application of any Bar Tab Credits—plus thirty cents (\$0.30) per transaction (the “Transaction Fee”), which covers payment processing costs, including fees charged by Stripe and Stripe Connect, and threedeep’s costs of operating the platform. The Transaction Fee is a separate Merchant expense: it is Merchant’s obligation, is deducted from Merchant’s settlement funds prior to payout, and shall be borne by Merchant from its own funds. threedeep does not retain any portion of any stated customer gratuity as a gratuity; the full gratuity amount is remitted to Merchant, and Merchant is solely responsible for distributing the complete gratuity to its staff in accordance with applicable law. The Transaction Fee shall not be deducted from or reduce any customer gratuity payable to Merchant’s staff, except for any prorated share of actual card-processing charges expressly permitted by applicable law.

2.2 Merchant is solely responsible for the calculation, collection, reporting, and remittance of all applicable taxes arising from its business operations. Sales tax shall be calculated on the full retail selling price of each order, including amounts reimbursed by threedeep through Bar Tab Credits. threedeep is not a tax advisor and assumes no liability for Merchant’s tax obligations.

2.3 Upon enrollment, threedeep shall provide Merchant with one (1) Android device for system management and Merchant’s choice of one (1) of the following display options at no cost: (i) a display stick; (ii) a 24-inch TV with display stick; or (iii) a 14-inch tablet (collectively, the “Provided Equipment”). The Provided Equipment is free of charge and Merchant has no obligation to return it at any time, including upon termination.

2.4 Use of the Services and Provided Equipment is entirely voluntary; Merchant may cease use at any time without penalty, notice, or further obligation.

2.5 As part of the Services, Merchant shall receive access to the following demand driver features at no additional cost: (a) The Line — a real-time, stock-trading-style drink pricing feature, limited to one (1) drink special; (b) The Shot — a live sports trigger feature, limited to two (2) drink specials (the “Double Shot”); (c) The Drop; and (d) The Wheel (collectively, the “Demand Drivers”). Merchant’s access under this Agreement is expressly limited to the Demand Drivers and quantities identified above; additional features, additional simultaneous drink specials, or future features are not included and may be offered under separate terms and pricing at threedeep’s sole discretion.

threeeep may modify, restrict, suspend, or disable any feature, Demand Driver, or promotion type at any time, in whole or in part, by state, municipality, license type, or regulatory risk. Any feature involving chance or prizes is subject to separate official rules published by threeeep, including eligibility, age, and geographic restrictions and any free method of entry required by law, and threeeep will not activate any such feature in a jurisdiction until the applicable official rules are in effect.

2.6 Merchant is solely responsible for the lawful conduct of all promotions, drink specials, games, and pricing configurations at its establishment, including compliance with all state liquor authority and alcohol beverage control restrictions on complimentary, unlimited, below-cost, or time-limited drink offerings, happy-hour rules, and advertising rules. Merchant shall verify the lawfulness of any promotion with its own counsel or the applicable liquor authority before activating it. The Demand Drivers and related features are optional configuration tools only; Merchant may decline to use any or all of them, and the availability of any feature does not constitute a representation by threeeep that a given promotion is lawful in Merchant's jurisdiction.

3. PAYMENT PROCESSING & SETTLEMENT

3.1 Merchant is the merchant of record and seller of record for every patron transaction processed through the platform; threeeep is not a party to, and is not the seller in, any sale between Merchant and a patron. Payment processing is provided through Stripe Connect. By using the Services, Merchant agrees to be bound by the Stripe Connected Account Agreement and the Stripe Services Agreement, each as amended by Stripe from time to time, which are incorporated herein by reference and available at stripe.com/legal.

3.2 Settlement for each transaction shall be calculated as follows: (i) the gross order amount; plus (ii) any Bar Tab Credit funding contributed by threeeep; less (iii) customer refund adjustments; less (iv) the Transaction Fee; less (v) amounts arising from disputes, chargebacks, reversals, reserves, and other permitted offsets; with applicable taxes and customer gratuities recorded for Merchant's account, and any Bartender Incentive Funding transferred for distribution in accordance with Section 4. The resulting net amount is transferred to Merchant's Stripe connected account. Funds become available and are paid out in accordance with the connected account's Stripe settlement timing, payout schedule, reserve status, risk controls, and applicable Stripe terms; any displayed payout date is an estimate and not a guarantee.

3.3 All payment disputes, including chargebacks, refunds, and reversals, shall be managed through the Stripe Connect dispute resolution process, and Merchant is solely responsible for the outcome of all disputes and associated fees, fines, or penalties imposed by Stripe or the card networks. Merchant authorizes threeeep and Stripe to debit Merchant's connected account, offset future settlements, and, where necessary, initiate ACH debits against Merchant's designated bank account for any negative balance, chargeback, reversal, refund, or other amount owed, including after termination. Merchant shall pay any negative balance not recovered by offset within fifteen (15) days of notice and shall retain transaction records sufficient to support reconciliation and dispute responses.

3.4 threeeep will use commercially reasonable efforts to provide available transaction data (receipts, order details, timestamps) to assist with disputes, but makes no guarantee as to any outcome. Payment processing services are provided by Stripe and governed by Stripe's agreements and policies; provided that nothing in this Section relieves threeeep of responsibility for its own gross negligence, willful misconduct, or materially erroneous payout instructions.

4. BAR TAB CREDITS & BARTENDER INCENTIVE FUNDING

4.1 threeeep may, at its sole discretion, issue promotional account credits to end users ("Bar Tab Credits"). Bar Tab Credits are funded entirely by threeeep, are promotional account credits and not free drinks, and shall not be advertised as free alcohol. Each order redeemed in whole or in part with Bar Tab Credits shall be rung at Merchant's full retail price, with sales tax calculated on the full retail selling price, and threeeep shall remit payment to Merchant for the full retail value of such order. Merchant's revenue, settlement amounts, and payouts are not reduced by a patron's use of Bar Tab Credits.

4.2 Bar Tab Credits are promotional discounts applied at the point of sale; they are not stored value, deposits, prepaid balances, or funds held for the benefit of any patron, have no cash value, are non-transferable, and may not be redeemed for cash. threeeep may modify, suspend, or discontinue the Bar Tab Credits program at any time, with or without notice, and Merchant shall have no claim arising from any such change. Merchant agrees to honor valid Bar Tab Credits as a form of payment and shall not impose surcharges on, or otherwise discriminate against, patrons solely because they are paying with Bar Tab Credits. Responsible-Service Override: Merchant's responsible-service decisions override every payment, credit, promotion, prize, and incentive obligation in this Agreement. Merchant must refuse any service that would be unlawful (including service to minors or visibly intoxicated persons), may refuse service for any legitimate safety reason, and shall never be penalized, suspended, or terminated by threeeep for doing so. No payment, order confirmation, Bar Tab Credit, winning promotion, or prize creates any entitlement to receive alcohol. Orders refused for these reasons shall be cancelled through the platform with the patron's payment refunded or Bar Tab Credit restored, and such cancellations do not count against Merchant.

4.3 threeeep may, at its sole discretion, provide funding to Merchant for employee incentives based on criteria determined by threeeep, such as platform order volume ("Bartender Incentive Funding"). Bartender Incentive Funding is transferred to Merchant's connected account, is not a customer gratuity, and shall not be represented to any person as a tip or gratuity. Merchant is and remains the sole employer of its staff. Merchant shall identify the eligible employee and distribute the full incentive amount through its lawful payroll or wage-payment process, and is solely responsible for withholding, payroll taxes, wage statements, overtime and regular-rate calculations, workers' compensation, unemployment reporting, tip-pooling compliance, and all other wage-law obligations. Merchant shall maintain distribution records and provide proof of distribution upon request. threeeep is not responsible if Merchant fails to distribute funding to an employee, and Merchant shall indemnify threeeep for any wage, payroll, tax, tip-pooling, or employment claim relating to Bartender Incentive Funding. Bartender Incentive Funding is subordinate to responsible service: no incentive is earned on any order refused or cancelled under Section 4.2, and no incentive requires or rewards service to any person who may not lawfully be served.

4.4 If an order later becomes disqualified (including through refund, chargeback, or fraud), threeeep may reduce future Bartender Incentive Funding accordingly; nothing in this Agreement authorizes Merchant to deduct amounts from an employee's earned wages except as permitted by applicable law. threeeep may modify, suspend, or discontinue Bartender Incentive Funding at any time, with or without notice. No employment, independent contractor, or agency relationship is created between threeeep and any bartender or employee of Merchant.

5. ALCOHOL, AGE VERIFICATION & REGULATORY COMPLIANCE

5.1 Merchant acknowledges and agrees that threeeep is a technology platform only and has no responsibility, liability, or obligation whatsoever with respect to: (a) the sale, service, delivery, or provision of alcoholic beverages or any regulated products; (b) verifying the age, identity, or legal drinking status of any patron; (c) compliance with any federal, state, or local alcohol beverage control laws, state liquor authority rules, licensing requirements, advisories, or regulations, including any inquiry, audit, or enforcement action by any such authority; or (d) the conduct of Merchant's employees, agents, or contractors in serving, selling, or distributing alcohol.

5.2 Merchant is solely and exclusively responsible for: (i) obtaining and maintaining all required liquor licenses, permits, and certifications; (ii) training all staff on responsible alcohol service, including state-mandated server training; (iii) implementing and enforcing age verification procedures for all patrons, including, as a mandatory procedure under this Agreement, verifying government-issued identification at the point of handoff for every alcoholic beverage ordered through the platform; (iv) monitoring patron intoxication and refusing or limiting service to any patron who appears visibly intoxicated, as required by applicable law; and (v) complying with all laws

governing the sale and service of alcoholic beverages, including dram shop laws and laws prohibiting sale or service to minors or intoxicated persons.

5.3 threedeep does not recommend, suggest, or control the quantity, type, or strength of alcoholic beverages served to any patron. All decisions regarding drink recipes, pour sizes, alcohol content, service pacing, and when to refuse or cut off service are made solely by Merchant and its staff. threedeep has no role in and accepts no liability for such decisions.

5.4 Merchant represents and warrants that it maintains, and shall continue to maintain throughout the term, comprehensive general liability insurance and liquor liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or such greater amounts as required by law. Merchant's insurance shall be primary and non-contributory with respect to any insurance maintained by threedeep. Upon reasonable request, Merchant shall provide certificates of insurance naming threedeep as an additional insured. Breach of this Section is a material breach of this Agreement.

5.5 threedeep's undertaking is limited to providing Merchant a technology platform for displaying offers, taking orders, and facilitating payment. threedeep does not undertake to supervise Merchant's premises, verify any patron's age or sobriety, decide whether any patron is served, or monitor alcohol consumption, and owes no duty to patrons arising from those functions, which belong solely to Merchant. The Services are a business-to-business product provided solely to Merchant; no patron or end user is a party to or third-party beneficiary of this Agreement. Patrons' use of the threedeep application is governed by threedeep's separate End User Terms of Service and Privacy Policy.

5.6 The platform includes optional safeguards Merchant may configure, including platform deactivation and per-patron or per-session drink order limits ("Platform Guardrails"). Platform Guardrails count platform orders only; order counts are not measurements of consumption, impairment, or sobriety and may not reflect drinks purchased elsewhere, shared orders, multiple accounts, or purchases outside the platform. A payment confirmation, order number, or absence of a warning does not approve any patron for service. Platform Guardrails do not create any duty of care on the part of threedeep and do not diminish Merchant's sole responsibility for responsible alcohol service.

5.7 Merchant acknowledges that the Services may malfunction, including through delayed or incorrect sports or event data feeds, duplicate or missing orders, stale or incorrect displays, pricing errors, failed scheduled starts or stops, payment-status discrepancies, and unavailable controls. Merchant shall: (a) review every configuration before activation; (b) reasonably monitor active promotions; (c) promptly report material errors to threedeep; (d) stop relying on any affected feature once a malfunction becomes apparent; and (e) at all times maintain an independent means to stop serving and continue ordinary operations without the platform. These obligations allocate operational responsibility and do not, by themselves, make a software defect Merchant's fault; threedeep's responsibility for its own defects is governed by Sections 7 and 9.

5.8 threedeep will retain, and Merchant authorizes threedeep to retain, records of Merchant's promotion approvals and configurations, including the user who enabled each feature, the settings approved, subsequent changes, and related order and cancellation records. Merchant shall notify threedeep within forty-eight (48) hours of any incident, claim, or governmental inquiry reasonably likely to involve the platform, and each party shall preserve all relevant records when a claim is reasonably anticipated.

6. DATA PROTECTION & SECURITY

6.1 As between the parties, threedeep owns and controls platform data, transaction data, and aggregated or de-identified analytics; Merchant owns its own business records. Patron personal information collected through the threedeep application is processed by threedeep in accordance with its End User Terms of Service and Privacy Policy. Each party shall process personal information only for lawful purposes connected to this Agreement, shall comply with applicable privacy and data-security laws, and shall reasonably cooperate with the other party on verified consumer privacy requests. Merchant shall not use patron personal information obtained through the platform for its own marketing without a lawful basis and any required consent.

6.2 Each party shall maintain reasonable administrative, technical, and physical safeguards appropriate to the information it handles and shall notify the other party without undue delay upon discovering a security breach affecting shared data. Payment card data is processed by Stripe; neither party shall store, process, or transmit full cardholder data outside Stripe-provided systems, and each party is responsible for the PCI DSS obligations applicable to its own role. Each party shall keep the other's non-public business information confidential and use it only to perform under this Agreement.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THREEDEEP, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, USE, OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THREEDEEP'S TOTAL CUMULATIVE LIABILITY TO MERCHANT FOR ALL DIRECT DAMAGES UNDER THIS AGREEMENT—INCLUDING CLAIMS BASED ON ORDINARY NEGLIGENCE, DIRECT PROPERTY DAMAGE, AND MATERIALLY ERRONEOUS PAYOUT INSTRUCTIONS UNDER SECTION 3.4—SHALL NOT EXCEED THE AGGREGATE TRANSACTION FEES RETAINED BY THREEDEEP (NET OF AMOUNTS PAID TO STRIPE) FROM MERCHANT DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER IS GREATER. THE LIMITATIONS IN THIS SECTION 7 DO NOT APPLY TO MERCHANT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9. THREEDEEP'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ARE SUBJECT TO A SEPARATE CAP EQUAL TO THE GREATER OF TWO TIMES (2X) THE CAP SET FORTH ABOVE OR FIVE THOUSAND DOLLARS (\$5,000.00). NO LIMITATION IN THIS SECTION APPLIES TO THREEDEEP'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, OR TO ANY LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

THREEDEEP SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, OR BUSINESS INTERRUPTION RESULTING FROM ANY DOWNTIME OR UNAVAILABILITY OF THE SERVICES; NO FEES ARE CHARGED WHEN TRANSACTIONS ARE NOT PROCESSED.

8. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THREEDEEP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE, AND MAKES NO REPRESENTATIONS REGARDING THE RELIABILITY, AVAILABILITY, SUITABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES. WITHOUT LIMITATION, THREEDEEP DOES NOT WARRANT THE ACCURACY OR TIMELINESS OF ANY THIRD-PARTY SPORTS OR EVENT DATA FEED, THE EXECUTION OF ANY SCHEDULED OR TRIGGERED PRICING EVENT, OR THE ACCURACY OF ANY DISPLAY, ORDER COUNT, OR PAYMENT STATUS.

9. INDEMNIFICATION

Merchant agrees to defend, indemnify, and hold harmless threeeep, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, costs, fines, penalties, and expenses (including reasonable attorneys' fees) to the extent arising from Merchant's operations, products, services, or legal non-compliance, including: (a) Merchant's breach of this Agreement; (b) Merchant's violation of any applicable law, including alcohol beverage control laws and age verification requirements; (c) any claim related to the sale, service, or provision of alcoholic beverages or other products by Merchant, including over-service, underage service, intoxication, failure to refuse service, and on- or off-premises injury, and including any allegation that a Merchant-selected promotion, drink special, automated trigger, or Platform Guardrail caused or contributed to the incident; (d) any personal injury, property damage, or death arising from Merchant's operations, premises, or products; (e) any third-party claim arising from Merchant's business activities, negligence, or willful misconduct; or (f) any wage, payroll, tax, tip-pooling, or employment claim by Merchant's employees, including claims relating to Bartender Incentive Funding.

Duty to Defend; Settlement Control. Upon written notice of a covered claim, Merchant shall promptly assume the defense with counsel reasonably acceptable to threeeep. threeeep may participate with counsel of its choosing at its own expense; if a conflict of interest exists, Merchant shall bear the reasonable cost of separate counsel for threeeep. If Merchant fails to assume the defense within fifteen (15) business days of notice, threeeep may defend itself and Merchant shall reimburse all reasonable costs within thirty (30) days of demand. Merchant shall not settle any claim in a manner that admits fault by threeeep, imposes obligations on threeeep, or restricts threeeep's business without threeeep's prior written consent.

Defense Funding vs. Final Allocation. Merchant's duty to defend is triggered by the allegations of a claim, whether or not ultimately proven, and Merchant shall advance covered defense expenses promptly as incurred. Where a claim includes both covered and uncovered allegations, Merchant shall defend the entire claim, and the parties shall allocate final damages and defense costs after resolution according to their respective responsibility, with reimbursement to the extent required. Nothing in this Section requires Merchant to indemnify threeeep for threeeep's own fraud, willful misconduct, or gross negligence, or to any extent prohibited by applicable law.

Mutual Obligation. Subject to the caps in Section 7, threeeep shall indemnify, defend, and hold harmless Merchant from and against third-party claims to the extent arising from threeeep's gross negligence, willful misconduct, or violation of applicable law in its provision of the Services.

MERCHANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9 ARE INDEPENDENT OF AND NOT SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTION 7.

10. TERM & TERMINATION

This Agreement is effective as of the date Merchant first accesses or uses the Services and continues until terminated. Either party may terminate at any time, for any reason, with or without cause, upon written notice. Without limiting the foregoing, threeeep reserves the absolute right to suspend, restrict, or permanently terminate Merchant's access to the Services at any time, for any reason or no reason, with or without notice, at its sole discretion. Upon termination, Merchant's access to the Services will immediately cease. Sections 3 through 12 shall survive termination, and all payment, settlement, refund, chargeback, Bar Tab Credit, Bartender Incentive Funding, audit, tax, confidentiality, data protection, and record-retention obligations shall survive until fully performed and resolved. Orders processed prior to termination shall be settled and reconciled in accordance with Section 3, and Merchant shall retain reasonable access to its historical transaction records for a reasonable wind-down period.

11. DISPUTE RESOLUTION & GOVERNING LAW

This Agreement is governed by the laws of the State of Delaware, without regard to conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration administered in accordance with the rules of the American Arbitration Association, taking place in Wilmington, Delaware, unless the parties agree otherwise.

CLASS ACTION WAIVER: MERCHANT AGREES THAT ALL PROCEEDINGS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR REPRESENTATIVE ACTION. MERCHANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST THREEEEP.

12. GENERAL PROVISIONS

Merchant represents and warrants that the registration information it provides—including legal entity name, any trade name (DBA), state of formation, business address, liquor license holder and license number, tax identification information, authorized signatory, and Stripe connected account details—is accurate and current, and that the individual accepting this Agreement is authorized to bind Merchant. If the holder of the liquor license and the entity operating the threeeep account are different, Merchant represents that it is authorized to bind the licensee and that the licensee is bound by this Agreement. This Agreement may be accepted electronically, and threeeep's records of the accepted version, timestamp, account identifiers, and acceptance evidence shall constitute a signed agreement under applicable electronic signature laws.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings. If any provision is held invalid or unenforceable, the remaining provisions continue in full force and effect. threeeep's failure to enforce any provision is not a waiver. threeeep may assign this Agreement without restriction; Merchant may not assign without threeeep's prior written consent.