

BarTap Venue Partner Terms and Conditions

Effective Date: July 3, 2026 **Last Updated:** July 3, 2026

1. INTRODUCTION AND ACCEPTANCE

These Venue Partner Terms and Conditions ("Agreement") constitute a legally binding agreement between the venue owner ("Venue," "you," "your," or "Partner") and Bartap LLC, a California limited liability company ("BarTap," "we," "us," or "our"), each a Party and together the Parties.

By connecting your Stripe account to the BarTap platform, clicking "Accept," or using the BarTap services, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

2. DEFINITIONS

- "Platform"** means at least the BarTap software and/or web application, the respective mobile application and interfaces, the administrative dashboard, and related equipment and services.
- "Tokens"** means the digital credits purchased by Patrons through the Platform to access TV control features.
- "Patrons"** means customers at your Venue who use the Platform to purchase Tokens and control displays.
- "Bridge Device"** means the BarTap hardware (e.g., Raspberry Pi) installed at your Venue to interface with display equipment, which operates in coordination with the other portions of the Platform.
- "Venue Compensation"** means the per-Token amount payable to the Venue for Tokens redeemed at the Venue, as set forth in Section 5.
- "Stripe Connect"** means the Stripe payment processing service used to facilitate payments to Venues.
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3. SERVICES PROVIDED

- 3.1 **Platform Access.** BarTap provides you with access to our Platform, which enables Patrons at your Venue to purchase Tokens and use them to control designated television displays.
- 3.2 **Hardware.** BarTap may provide or facilitate the installation of Bridge Devices at your Venue. Unless otherwise agreed in writing, Bridge Devices remain the property of BarTap.
- 3.3 **Administrative Tools.** You will have access to an administrative dashboard to manage displays, configure pricing, set control modes (standard, cooldown, bidding, game day), and view analytics.
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4. VENUE OBLIGATIONS

- 4.1 **Legal Authority.** You represent and warrant that you have the legal authority to enter into this Agreement on behalf of the Venue and to permit the installation and operation of BarTap services.
- 4.2 **Equipment and Connectivity.** You are responsible for: - Providing reliable internet connectivity for Bridge Device operation - Maintaining compatible display equipment (TVs, set-top boxes) - Ensuring electrical power to BarTap hardware - Notifying BarTap of any changes to equipment or connectivity
- 4.3 **Compliance with Laws.** You agree to operate your Venue in compliance with all applicable federal, state, and local laws, including but not limited to: - Liquor licensing requirements - Entertainment and music licensing (ASCAP, BMI, SESAC) - Content broadcasting rights - Accessibility requirements (ADA) - Consumer protection laws
- 4.4 **Content Responsibility.** You acknowledge that BarTap does not control or provide the content displayed on your televisions. You are solely responsible for ensuring that any content accessible through your cable, satellite, or streaming services is properly licensed for public display in a commercial venue.
- 4.5 **Patron Disputes.** You agree to handle patron complaints or disputes related to the BarTap service at your Venue in a commercially reasonable manner and in good faith. BarTap will provide commercially reasonable support for technical issues.
- 4.6 **Hardware Care.** You agree to exercise reasonable care in protecting BarTap hardware from damage, theft, or unauthorized modification.
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5. PAYMENT TERMS AND VENUE COMPENSATION

- 5.1 **Stripe Connect.** You must connect a valid Stripe account to receive payments. You agree to comply with Stripe’s Terms of Service and Connected Account Agreement.
- 5.2 **Venue Compensation.** Patrons purchase Tokens directly from BarTap, and all Token sales revenue is collected by BarTap. The Venue earns a flat **\$0.25 (twenty-five cents) per Token redeemed at the Venue** — including

Tokens redeemed for channel changes, winning television bids, and winning event bids. Promotional or bonus Tokens issued by BarTap (such as referral bonuses, loyalty rewards, and visit grants) earn the Venue the same per-Token rate when redeemed at the Venue, funded by BarTap. The current per-Token rate is displayed in your administrative dashboard. Tokens that are purchased but not redeemed at your Venue do not generate Venue Compensation.

5.3 Payment Processing Fees. Payment processing fees (Stripe fees) on Patron purchases are borne by BarTap. The per-Token compensation rate is a flat amount and is not reduced by payment processing fees.

5.4 Settlement and Payout Schedule. Venue Compensation becomes eligible for settlement seventy-two (72) hours after the underlying Token redemption (the "Settlement Window," which allows for refund and dispute verification). Eligible compensation is batched and paid as one daily transfer to your connected Stripe account; receipt of funds thereafter is subject to Stripe's standard payout schedule. If your Stripe account is not yet connected or enabled, Venue Compensation accrues and will be paid automatically after your Stripe Connect onboarding is complete.

5.5 Refunds. BarTap handles patron refund requests at our discretion. If a Token redemption at your Venue is refunded or voided (for example, a failed channel change), or if the underlying Token purchase is refunded in whole or in part, the corresponding Venue Compensation will be voided or deducted from your accrued earnings or future payouts.

5.6 Taxes. You are solely responsible for determining and paying any applicable taxes on revenue received through the Platform. BarTap will provide 1099 forms as required by law.

5.7 Chargebacks. You acknowledge that chargebacks initiated by Patrons may result in deductions from your payouts. Excessive chargebacks, as determined solely by BarTap, shall constitute a material breach of this Agreement and may result in suspension or termination of your account.

6. INTELLECTUAL PROPERTY

6.1 BarTap IP. BarTap retains all rights, title, and interest in the Platform, software, hardware designs, trademarks (including "BarTap"), patents (including provisional patent application 64/004,103), and all related intellectual property.

6.2 Limited License. BarTap grants you a limited, non-exclusive, non-transferable, revocable, royalty bearing (in the form of the Venue Compensation set forth in Section 5) license to use the Platform solely for the purpose of offering BarTap services at your Venue during the term of this Agreement.

6.3 Venue Content. You retain ownership of your Venue name, logo, and branding. You grant BarTap a non-exclusive license to display your Venue information on the Platform and in marketing materials.

6.4 Restrictions. You may not: - Reverse engineer, decompile, or disassemble any BarTap software or hardware - Copy, modify, or create derivative works of the Platform - Remove or alter any proprietary notices or labels - Use BarTap trademarks without written permission - Sublicense or transfer your rights under this Agreement - Disclose the Platform to any third party that is not an authorized user - Use the Platform in any manner which may be considered in competition with BarTap

7. DATA AND PRIVACY

- 7.1 Data Collection.** BarTap collects data from Patrons (phone numbers, transaction history) and from your Venue (display configurations, usage analytics). This data is governed by our Privacy Policy.
- 7.2 Venue Analytics.** You will have access to aggregated analytics about Platform usage at your Venue. This data may be used to optimize your pricing and display configurations.
- 7.3 Data Ownership.** BarTap owns all data generated through the Platform. You may request a copy of data specific to your Venue upon written request.
- 7.4 Confidentiality.** You agree to keep confidential any non-public information about BarTap’s technology, business practices, or pricing structures.
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7A. CONFIDENTIALITY AND NON-DISCLOSURE

- 7A.1 Confidential Information.** “Confidential Information” means any non-public information disclosed by BarTap, including but not limited to: - Software architecture, source code, algorithms, and technical specifications - Patent applications, trade secrets, and proprietary technology - Pricing structures, business strategies, and financial information - Hardware designs, Bridge Device specifications, and system configurations - User data, analytics methodologies, and Platform features in development
- 7A.2 Non-Disclosure Obligations.** You agree to: - Hold all Confidential Information in strict confidence - Not disclose Confidential Information to any third party without BarTap’s prior written consent - Not use Confidential Information for any purpose other than operating BarTap services at your Venue - Limit access to Confidential Information to employees who need to know and who are bound by confidentiality obligations - Not reverse engineer, analyze, or attempt to derive the composition or underlying technology of the Platform
- 7A.3 Protection of Intellectual Property.** You acknowledge that BarTap’s technology, including systems covered by provisional patent application 64/004,103 and related intellectual property, constitutes valuable trade secrets. You agree not to: - Discuss BarTap’s technology, features, or business model with competitors - Assist any third

party in developing competing products or services - Disclose the existence or terms of this Agreement to competitors - Solicit or hire BarTap employees or contractors

7A.4 **Duration.** Your confidentiality obligations survive termination of this Agreement and continue for five (5) years after termination, or indefinitely for trade secrets.

7A.5 **Injunctive Relief.** You acknowledge that breach of this Section 7A would cause irreparable harm to BarTap for which monetary damages would be inadequate. BarTap shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

7A.6 **Exceptions.** Confidential Information does not include information that: (a) becomes publicly available through no fault of yours; (b) was rightfully in your possession before disclosure; (c) is independently developed by you without use of Confidential Information; or (d) is required to be disclosed by law, provided you give BarTap prompt notice.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Venue Representations.** You represent and warrant that: - You have the authority to bind the Venue to this Agreement - You are the owner or authorized operator of the Venue - All information provided to BarTap is accurate and complete - Your Venue is properly licensed and in compliance with applicable laws

8.2 **BarTap Warranties.** BarTap warrants that: - The Platform will perform substantially as described - We will use commercially reasonable efforts to maintain Platform availability - We will provide reasonable technical support

8.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BARTAP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 **Exclusion of Damages.** IN NO EVENT SHALL BARTAP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, REGARDLESS OF THE CAUSE OF ACTION OR WHETHER BARTAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 **Cap on Liability.** BARTAP'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID TO BARTAP BY THE VENUE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE THOUSAND DOLLARS (\$1,000).

9.3 Exceptions. The limitations in this Section 9 do not apply to (a) breaches of Section 6 (Intellectual Property), (b) indemnification obligations, or (c) liability that cannot be limited by applicable law.

10. INDEMNIFICATION

10.1 Venue Indemnification. You agree to indemnify, defend, and hold harmless BarTap, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: - Your breach of this Agreement - Your violation of any applicable law - Disputes with Patrons at your Venue - Content displayed on your televisions - Your Venue's operations or premises liability - Any claim that your use of the Platform infringes third-party rights

10.2 BarTap Indemnification. BarTap agrees to indemnify, defend, and hold harmless the Venue from claims arising from BarTap's infringement of third-party intellectual property rights in the Platform itself.

11. TERM AND TERMINATION

11.1 Term. This Agreement begins when you connect your Stripe account and continues until terminated by either party.

11.2 Termination for Convenience. Either party may terminate this Agreement at any time with thirty (30) days' written notice.

11.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: - Materially breaches this Agreement and fails to cure within fifteen (15) days of notice - Becomes insolvent or files for bankruptcy - Engages in fraudulent or illegal activity

11.4 Effect of Termination. Upon termination: - Your access to the Platform will be revoked - BarTap may remotely disable Bridge Devices - Outstanding payouts will be processed within 30 days - BarTap may retrieve its hardware from your Venue - Sections 6, 7, 9, 10, and 12 survive termination

11.5 Data After Termination. BarTap will retain data related to your Venue for legal and compliance purposes. You may request deletion of certain data subject to our data retention policies.

12. GENERAL PROVISIONS

- 12.1 **Force Majeure.** Neither party shall be liable for delays or failures due to causes beyond reasonable control, including natural disasters, acts of government, or internet outages.
- 12.2 **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship.
- 12.3 **Dispute Resolution.** Any disputes arising under this Agreement shall be resolved through binding arbitration administered by JAMS in Los Angeles County, California, except that either party may seek injunctive relief in court for intellectual property violations.
- 12.4 **Waiver of Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING UNDER THIS AGREEMENT.
- 12.5 **Governing Law.** This Agreement is governed by the laws of the State of California, without regard to conflict of law principles.
- 12.6 **Entire Agreement.** This Agreement, together with any addenda or order forms, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.
- 12.7 **Amendments.** BarTap may update this Agreement by posting revised terms and notifying you via email or the Platform. Continued use of the Platform after such notice constitutes acceptance.
- 12.8 **Assignment.** You may not assign this Agreement without BarTap’s written consent. BarTap may assign this Agreement in connection with a merger, acquisition, or sale of assets.
- 12.9 **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force and effect.
- 12.10 **No Waiver.** Failure to enforce any provision of this Agreement does not constitute a waiver of that provision.
- 12.11 **Notices.** Notices under this Agreement shall be sent to the email addresses on file or, for legal notices, to the addresses provided during account setup.

13. CONTACT INFORMATION

Bartap LLC Los Angeles, California Email: dayton@bartap.app Website: bartap.app

ACCEPTANCE

By connecting your Stripe account or clicking "I Accept," you confirm that you have read, understood, and agree to be bound by these Venue Partner Terms and Conditions.