

Radtab Inc., a Delaware corporation (“**Radtab**” or “**we**”), is the owner and developer of the mobile device app and related online platform commonly referred to as Radtab (together, the “**Radtab App**”), which allows individual users (each, a “**User**”) to automate the payment transactions of their bills (the “**Services**”) at participating restaurants and bars (the “**Establishments**”) (Establishments and Users maybe addresses as “**you**” throughout) (each such transaction being a “**Transaction**”).

ARTICLE 1

CONSENT TO TERMS

BY DOWNLOADING AND USING THE RADTAB APP ON ANY MOBILE PHONE, TABLET OR OTHER HANDHELD DEVICE (EACH A “**DEVICE**”), YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS (THE “**T&C**”), AND WITH YOUR CONTINUED USE, ANY MODIFICATIONS OR AMENDMENTS HERETO, TOGETHER WITH THE TERMS OF THE PRIVACY POLICY, DEFINED BELOW, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.

If you do not wish to consent to the T&C or the Privacy Policy, do not download the Radtab App. If you are already a user of the Radtab App and no longer consent to the T&C or Privacy Policy, you must terminate your User Account within the Radtab App. Deleting the Radtab App from your devices alone will not termination your obligations under these T&C as the User Account may remain active.

Each Establishment that authorizes Radtab to integrate the Radtab software (the “**Software**”) onto the Establishment’s point of sales system (the “**POS System**”) is bound by and accepts these T&C and shall comply with any applicable provisions of the Privacy Policy as it relates to the collection and sharing of User Information by Establishments. Should the Establishment direct Radtab to remove the Radtab Software from its POS System, the Establishment’s obligations hereunder will terminate upon the removal of the same.

CERTAIN PROVISIONS OF THE T&C AND PRIVACY POLICY WILL SURVIVE THE ABOVE TERMINATION ACTIONS OF THE USER AND ESTABLISHMENTS.

No agency, joint venture, partnership, trust, or employment relationship is created between Radtab and a User or Establishment hereunder, and neither a User nor an Establishment will have the power to bind Radtab or incur obligations on Radtab’s behalf.

The Privacy Policy, defined above, is that certain Radtab Privacy Policy found at (<https://radtab.co/privacy-policy/>)(the “**Privacy Policy**”), which sets forth Radtab’s practices concerning the collection and use of certain User Data, as defined therein.

ARTICLE 2

USER ACCOUNT

Users are required to provide certain personal information to Radtab to set up an account (the “**User Account**”) in the Radtab App (please reference the Privacy Policy as it relates to the collection, storage and sharing of User Account information by Radtab). Each User is required to provide the correct information for at least one valid credit card, debit card, or other method of payment (the “**Payment Information**”), in order to process Transactions. Each User represents and warrants that the User is authorized to use the Device on which the User has accessed the Radtab App, that the User is authorized to use the Payment Information, and that the information that he or she provides for the User Account, including the Payment Information, is true and accurate as of the date that it is provided and/or intended to be accessed. Each User shall update the User Account information and Payment Information as necessary to ensure that the same is true and accurate at all times.

Each User represents and warrants that he or she is solely responsible for restricting access to his or her User Account, Payment Information, and Device(s), and that each User is fully responsible for payment of all costs and fees of each Transaction that occurs under his or her User Account, except in

those instances where the User could not have reasonably prevented a Transaction from occurring, the Transaction was fully outside of the control of the User, and the User promptly reported such Transaction to Radtab.

Radtab reserves the right to suspend or terminate any User Account, without providing advance notice to the User, if Radtab believes that the User has failed to comply with any of these T&C or such other terms and conditions as the User may be subject by his or her use of the Radtab App. Regardless of whether Radtab or the User suspends or terminates the User Account, the User shall remain liable for any and all payments for fees and Transactions incurred by User under such User Account.

THE RADTAB APP IS NOT INTENDED TO BE USED BY CHILDREN UNDER THE AGE OF 13. YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 13 YEARS OF AGE.

ARTICLE 3

LICENSES

Radtab hereby grants a limited, non-exclusive and nontransferable license to Users to download, install, display, access and use the Radtab App, together with any and all updates, upgrades, new versions and replacements of the Radtab App, on Devices that you own or control for your personal, non-commercial use solely within the United States. Users acknowledge that all rights, title and interest to the Radtab App and Radtab Software are owned by Radtab and none are granted to the User through their use of the Radtab App or Radtab Software.

Users shall not: (i) modify, translate, adapt, or otherwise create derivative works or improvements of the Radtab App or Radtab Software or any element thereof; (ii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Radtab App or Radtab Software or any element thereof; (iii) copy or reproduce, or attempt to copy or reproduce, any element of the Radtab App or Radtab Software for any use that is inconsistent with the terms hereof; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Radtab App or Radtab Software or any features or functionality of the Radtab App or Radtab Software, to any third party for any reason, including making the Radtab App available on a network where it is capable of being accessed by more than one device at any time in a manner that is inconsistent with the T&C; (v) use any malicious code in connection with the Radtab App or Radtab Software; (vi) attempt to gain unauthorized access to the Radtab App or Radtab Software, intellectual property or any Radtab systems or networks; (vii) use the Radtab App or Radtab Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (viii) access any portion of the Radtab App or Radtab Software in order to build a competitive product or service; or (ix) use the Radtab App or Radtab Software to violate any applicable law, including without limitation any applicable law regarding the purchase or sale of alcoholic beverages.

Any comments, suggestions, or other feedback that any User may submit to Radtab regarding the Radtab App, Radtab Software, or other services, may be used by Radtab for any purpose, including for profit, without obligating Radtab to credit or compensate the User.

ARTICLE 4

COPYRIGHTS

Radtab and its service providers reserve and retain the entire right, title and interest in and to the Radtab App and Radtab Software, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto.

The word "Radtab", as well as the logo and marks associated with Radtab, the Radtab App and or Radtab Software are the exclusive property of Radtab unless otherwise noted. Nothing herein grants Users a right or license to use any trade mark, design right or copyright owned or controlled by Radtab except as expressly provided herein. Users may not remove, delete, alter, obscure, duplicate, claim

any rights in or to, sell, any trademarks or any copyright, intellectual property or proprietary rights from Radtab, or otherwise present a confusingly similar design or message regarding the name and logo of Radtab and the ownership rights thereof.

ARTICLE 5

TRANSACTIONS WITH ESTABLISHMENTS

Radtab does not have any control over products or services that are sold to Users by Establishments via the Radtab App and only provides the Services as a convenience to Users and Establishments. Radtab is not responsible for examining or evaluating the quality or any other aspect of the products or services of any Establishment and will not have any liability or responsibility to Users or Establishments related to such products or services. Users further acknowledge that Radtab is not a party to the Transactions for the sale of goods and services on the Radtab App. All disputes related to the quality or other aspect of the goods and services, or disputes related to amounts charged or paid, shall be settled directly between the User and the Establishment and Radtab will not participate in resolving any such disputes between Establishments and Users.

Radtab is not liable for any of the following cases:

- If the Transaction cannot be completed because the Payment Information is incorrect or no longer accurate;
- If the Transaction cannot be completed because the User does not have funds available or the funds are otherwise restricted when the Payment Information is processed;
- If the Radtab App or Software is not working properly and the Establishment and/or User was aware of the issue prior to attempting the Transaction;
- If the User or Establishment provided inaccurate or incomplete information regarding the Transaction;
- If the Transaction is not completed because the Transaction appears suspicious, fraudulent, or unauthorized, and it must be confirmed as a legitimate Transaction; if the account of either the User or Establishment involved in the Transaction is suspended by Radtab; or if the Transaction is or appears to be prohibited by any applicable law or rules.

Establishments may add charges normally enforced by Establishments, such as a fixed gratuity for large parties. Users acknowledge that Radtab does not determine or fix any gratuity amount or similar charges.

Notwithstanding the above, Establishments will not charge additional fees, which may be a convenience fee, user fee, etc., to Users of the Radtab App solely because the User paid for a Transaction with the Radtab App. Establishments shall accept payment via the Radtab App and Radtab Software.

Excluding a refund transaction, once a payment is sent to an Establishment through the Radtab App, it cannot be cancelled or modified through the Radtab App and the User must contact the Establishment directly regarding the charge. Additional Radtab Fees (defined below) may be incurred with refunds, cancellations or modifications to payments or resubmissions of Transaction payments.

Establishments may require Users to authorize any Transaction payment by other means including, but not limited to, signing a printed receipt or delivering a final check, bill or tab. The Establishment will notify each User in advance if the Establishment is aware that the Radtab App is not properly processing Transactions, if the Establishment's POS system is not properly processing Transactions, or if the Establishment will require the User to take further actions to complete a Transaction.

If the User leaves an Establishment prior to closing the Transaction in the manner advised by the Establishment, or otherwise fails to complete a Transaction in a manner that causes an Establishment to close out a Transaction on the User's behalf, the Establishment may close out any Transaction and charge an additional service fee in this case. Users acknowledge that Radtab does not determine or mandate any service fee and Users hereby agree to pay any such fee as a condition to entering into the Transaction via the Radtab App.

ARTICLE 6

THIRD PARTY PAYMENT PROCESSORS

Radtab will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Radtab makes no representations or warranties regarding the amount of time needed to complete a Transaction. Radtab the completion of the Transaction payment is dependent upon factors outside of Radtab's control. Radtab is not a bank, credit union, payment processor or other financial institution. Radtab does not hold or transmit any funds for Transactions. Transactions are processed through third parties, including the Establishment's POS System and third party payment processors that Radtab has engaged (please refer to the Privacy Policy for additional information related thereto). By processing a Transaction via the Radtab App, you authorize each Establishment and such third party payment processors to charge you in accordance with the Payment Information you provide. Transactions processed via the Radtab App may also be subject to the terms and conditions of the applicable third party processor.

ARTICLE 7

RADTAB FEE

Radtab does not charge Users a fee to download or access the Radtab App on one or more Devices. Each Transaction processed by the User through the Radtab App will incur a transaction fee (the "**Radtab Fee**") in the amount of One and 50/100 Dollars (\$1.50) per Transaction as of the date set forth below, which amount is subject to change in Radtab's full discretion. Users will see the Radtab Fee appear as a separate transaction charge from that for the payment made to the Establishment on the User's statements. A User will not receive a refund of the Radtab Fee when a User receives a refund through the Establishment and may incur an additional fee from Radtab to process the refund.

ARTICLE 8

SUSPICIOUS ACTIVITY

In the event that a User believes that his or her credit card has been fraudulently charged through the Radtab App, the User shall contact the Radtab team immediately. Users shall immediately contact Radtab in the event that they believe that there is suspicious activity or unauthorized access to the Device, Radtab App, Radtab Software, or any feature related thereto, as applicable. Radtab may immediately suspend a User Account if Radtab or a third party affiliate of Radtab identifies any activity as suspicious.

ARTICLE 9

MINIMUM SYSTEM REQUIREMENTS

The Radtab App and Radtab Software will only work on compatible Devices, POS Systems, and operating systems with certain functionality. The Radtab App will work best if your Device is connected to the internet, and some features and updates may only be available if the Device has access to the internet. If the Device is not connected to the internet, the User may incur fees from their mobile provider related to the use of data, etc., which fees are the sole responsibility of the User to pay. We make no representation that the Radtab App is available in any particular location.

ARTICLE 10

MAINTENANCE; UPDATES

The Raddtab App and Raddtab Software will be subject to routine or urgent maintenance from time to time, during which time various elements of the Raddtab App and Raddtab Software, or the Raddtab App and Raddtab Software in their entirety, may be unavailable. Raddtab will use commercially reasonable efforts to inform Users of any downtime and to restore the Services as soon as possible. Users hereby acknowledge that outage and downtime may occur without Raddtab providing prior notice to the User and/or Establishment. If the Raddtab App and/or Raddtab Software is unavailable when an Establishment attempts to accept a Transaction, or a User attempts to complete a Transaction, the Establishment and User shall make alternative arrangements for payment.

Raddtab may develop and provide updates to the Raddtab App and Raddtab Software from time to time, which may include upgrades, bug fixes, patches and other corrections or new or different features (collectively, “**Updates**”). Updates may also modify or remove certain features or functionality in their entirety. Raddtab is not obligated to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of a Device or POS System, when the Device or POS System has internet access, the Updates may automatically download and install, or you will be prompted to download and install available Updates. You acknowledge that the Raddtab App or Raddtab Software or any of their features may not operate properly if you fail to install Updates. Raddtab may, in its sole discretion, cease supporting prior versions of the Raddtab App or Raddtab Software after an Update is made available. You further agree that all Updates will be deemed part of the Raddtab App and Raddtab Software and subject to the terms hereof.

ARTICLE 11

COMMUNICATIONS

Users consent to receive communications, including commercial communications, whether by phone, email, text or push-notification, from Raddtab, Establishments, and other third parties. You acknowledge and agree that the phone numbers, email addresses and other information provided by you may be used for the purpose of initiating commercial messages. Your consent to receipt of such messages is not, and will not be, a condition to any purchase. Standard text messaging rates or other carrier charges may apply. Users may opt out of receiving messages that are primarily commercial in nature by declining individual offers, following the instructions contained within such emails, changing your User Account settings, or contacting the Establishments and third parties directly. Users may be contacted for various purposes which include, but are not limited to, the following:

- Offers for loyalty rewards or similar customer appreciation programs;
- Promotions of Raddtab services;
- Informational updates relating to the Services, including technical notices, updates, security alerts, support and administrative messages;
- Inquiries regarding User preferences in order to enhance, personalize, and customize each User’s experience and enjoyment of the Services;
- Recommended Establishments;
- Responses to User comments or questions and provide other customer service;
- Communicate with Users regarding offers, promotions, rewards, upcoming events, and other news about products and services offered by Raddtab, participating Establishments, or other select partners;
- Authenticate your credit or debit card account information;
- Protect, investigate, and deter against fraudulent, unauthorized, or illegal activity.

Notwithstanding the above, while your User Account or Raddtab Software is active, Raddtab reserves the right to communicate with you via email or SMS messaging for limited, noncommercial purposes, including but not limited to providing you with information related to Transactions, your User Account or Raddtab Software, the availability or changes to the Services, changes to the Privacy Policy

or these T&C, changes in the Radtab Fee, etc. In order to stop receiving all messages from Radtab, including messages related to Transactions and your User Account, you must terminate your User Account.

ARTICLE 12

THIRD PARTY OFFERINGS

To enjoy third party offerings made available in the Radtab App, certain third party terms, including all limitations and eligibility requirements related thereto, may apply (the “**Third Party Terms**”). Third Party Terms will be presented for review and acceptance at the time that you undertake such activity within the Radtab App to accept such offer, and any Third Party Terms shall constitute an agreement between you and such third party. Radtab is not a party to or otherwise responsible for the content of such third party offerings. Further, the Radtab App may display, include, or make available content, data, information, applications, or materials from third parties (“**Third-Party Materials**”) or provide links to certain third-party websites. By using the Radtab App, you acknowledge and agree that Radtab is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or websites. Third-Party Materials and links to other websites are provided solely as a convenience to you.

ARTICLE 13

DISCLAIMERS AND LIMITATIONS OF LIABILITY

1. EXCEPT AS EXPRESSLY STATED ABOVE, THE RADTAB APP AND RADTAB SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND “WITH ALL FAULTS”, WITHOUT WARRANTY OF ANY KIND, AND RADTAB HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY.
2. IN ADDITION TO ANY DISCLAIMERS SET FORTH HEREIN, ANY TERMS AND CONDITIONS REQUIRED BY ANY THIRD PARTY SERVICE PROVIDER OF THE RADTAB APP AND SOFTWARE APPLY TO AND ARE BINDING UPON USERS. RADTAB IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES FOR THIRD-PARTY SOFTWARE UNLESS EXPRESSLY AGREED TO IN WRITING BY RADTAB.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RADTAB, ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO USERS OR ESTABLISHMENTS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF A LOSS OF TIME, SAVINGS, PROPERTY, PROFITS, BUSINESS, CONTRACTS, REVENUE, ANTICIPATED SAVINGS, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO THE TERMS HEREOF, THE RADTAB APP OR THE RADTAB SOFTWARE, EVEN IF RADTAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, RADTAB’S AGGREGATE LIABILITY TO ANY USER FOR ANY CLAIM WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WILL BE LIMITED TO \$100.00.
5. IN ADDITION TO AND WITHOUT LIMITING ANY OF THE FOREGOING, RADTAB WILL HAVE NO LIABILITY TO USERS, ESTABLISHMENTS OR THIRD PARTIES FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND RADTAB’S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF

TERRORISM, LABOR CONDITIONS, POWER FAILURES, INTERNET DISTURBANCES, OR SERVICES OR SYSTEMS CONTROLLED BY THIRD PARTIES.

6. Users shall look solely to the Establishment, as applicable, for any claim, damage or liability associated with the goods or services related to any Transaction processed via the Radtab App and Radtab Software, and expressly waive and release Radtab from any and all claims, damages and liabilities arising out of such goods and services.
7. Radtab is not liable for any Transaction details, User information, or other information that a User or Establishment may share with other persons or on third party platforms, such as via a social media platform. Users shall hold Radtab harmless from any liability from the actions or inactions of any external platform or social media platform in connection with the information shared with such network. Please see the Privacy Policy for additional information on this matter. These disclaimers and limitations apply only to the extent permitted by applicable law.

ARTICLE 14

AMENDMENTS

Radtab reserves the right to change the terms of these T&Cs from time to time, in its sole discretion, and will notify Users of any changes via the Radtab App. Any changes will be available on Radtab's website, and will be effective as of the date provided at the bottom of the page, which may be the date that the revised terms are posted or such later effective date as stated. By continuing to access or use the Radtab App after a change in these T&C has been posted, you are agreeing to be bound by the terms of the revised T&C.

ARTICLE 15

GOVERNING LAW; VENUE; ASSIGNMENT

The laws of the State of South Carolina, excluding its conflicts of law rules, govern this license and your use of the Radtab App or Radtab Software. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Charleston County, South Carolina, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

Radtab may assign all of its rights under these T&C to a third party successor (“Assignee”), in its sole discretion. Radtab will notify the Users prior to the effective date of any assignment in which Radtab will disclose and transfer User Information to such Assignee. Users may not transfer or assign any of their rights or obligations hereunder to another party, and any attempt to do so shall be null and void.

ARTICLE 16

MISCELLANEOUS

The section titles are for convenience only and have no legal or contractual effect. The terms of these T&C shall be considered valid to the fullest extent permissible by law. If any provision contained herein is determined to be unlawful, void or unenforceable in a court of law, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions. The failure by Radtab to enforce at any time any of the provisions of these T&C or the Privacy Policy, to require at any time a User's performance of any of the provisions herein, or to enforce its rights hereunder or in accordance with applicable law will not in any way be construed as a waiver of such provisions or rights. The express waiver by Radtab of any provision, condition, or requirement contained herein will not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

ARTICLE 17

CONTACT US

Please contact Radtab at support@radtab.co
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