

ROUND 2 USE OF SERVICES TERMS AND CONDITIONS

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Round 2 POS, Inc. (“Round 2” or “we”) owns and provides various software, technologies, and services (the “Services,” as further described in Section 1) to merchants and to the customers and other end users of those merchants. These terms and conditions (these “Terms”) govern your access to and use of any of the Services. These Terms, along with Round 2’s Privacy Policy (available at <https://round2pos.com/privacy>), and any other service agreements or policies referenced by these Terms (collectively, the “Referenced Policies”), constitute a legally binding agreement between you and Round 2. If there is a conflict between these Terms and a Referenced Policy, these Terms control, except that the Privacy Policy controls as to Round 2’s collection and use of personal information. These Terms govern your access to and use of the Services as a customer, guest, or any other capacity. If you are a Merchant, your access to and use of the Services is governed instead by the Round 2 Merchant Terms and Conditions of Use (available at <https://round2pos.com/agreements>), by the Round 2 End User License Agreement, by any product-specific or service-specific agreement between you and Round 2, by your Order Form, and by your Merchant Processing Agreement, and not by these Terms; none of those documents is a Referenced Policy. As among those merchant-facing documents, a product-specific or service-specific agreement controls over the Round 2 Merchant Terms and Conditions of Use to the extent of any conflict or inconsistency on the subject matter of that product-specific or service-specific agreement, and nothing in these Terms alters or affects that order of precedence. To the extent of any conflict or inconsistency between these Terms and any merchant-facing agreement with respect to the rights and obligations of a Merchant, the merchant-facing agreement controls. Round 2 also publishes the Round 2 Online Ordering Terms of Use. Those terms are Round 2’s customer-facing terms for the online ordering service and are an agreement between Round 2 and you as a customer; they are not a merchant-facing agreement and give a Merchant no rights. If you place an order through a Merchant’s online ordering pages, the Round 2 Online Ordering Terms of Use govern that order and control over these Terms to the extent of any conflict or inconsistency on the subject matter of the online ordering service.

IF YOU PLACE AN ORDER, CREATE AN ACCOUNT, OR OTHERWISE ACCESS OR USE ANY OF THE SERVICES, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. IF YOU ARE USING THE SERVICES FOR OR ON BEHALF OF AN ENTITY, YOU REPRESENT THAT (a) YOU ARE AUTHORIZED BY THE ENTITY TO BIND THE ENTITY TO THESE TERMS AND (b) ON THE ENTITY’S BEHALF YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, THEN YOU MAY NOT AND MUST NOT USE THE SERVICES. NOTE THAT THESE TERMS CONTAIN AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER (SEE SECTION 9), WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST ROUND 2 TO BINDING AND FINAL INDIVIDUAL ARBITRATION RATHER THAN TO A COURT OR A JURY, AND WHICH WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS AS DESCRIBED IN SECTION 9.3, AND EITHER PARTY MAY BRING AN INDIVIDUAL CLAIM IN SMALL CLAIMS COURT AS DESCRIBED IN SECTION 9.4. THESE TERMS ALSO LIMIT ROUND 2’S LIABILITY TO YOU (SEE SECTION 10).

1. ROUND 2’S SERVICES

Round 2’s Services include, among other things, Round 2’s websites (<https://round2pos.com>), point-of-sale system (including its software) (the “POS System”), online ordering system (the “Online Ordering System”) that Round 2 offers through certain online ordering pages for its Merchants, Round 2’s QR2 Pay, which is Round 2’s quick response pay at the table offering, Round 2’s cloud back of house offering,

which allows the ability to remotely manage the POS System from the internet, and payment processing transactions facilitated through Round 2's point-of-sale system but relying on third parties to process such transactions. Each merchant who uses one or more of Round 2's Services will herein be referred to as a "Merchant." Round 2 provides the software and technology that facilitate payment transactions; Round 2 does not itself process, authorize, settle, or fund payment transactions, does not act as a money transmitter, and does not take title to any funds. Those services are provided by third-party processors and banks under separate agreements, as described in Sections 2.2 and 6.

2. ACCEPTANCE OF THESE TERMS AND INCORPORATION OF RELATED TERMS

2.1 These Terms apply to any Services, whether performed by Round 2 or by a third party on Round 2's behalf, and to any person who accesses or uses any Service as a customer, guest, or other end user. By agreeing to these Terms, you represent that (a) you are at least 18 years old, or the age of majority in your jurisdiction if greater, and have the legal capacity to contract, (b) you have not previously been suspended or removed from any Services, and (c) your registration and your use of the Services is and will comply with all applicable laws and regulations. If you are eligible, it's important that you understand that: (i) just by using the Services you enter into a legally binding contract with Round 2 based on these Terms, the Privacy Policy, and any other agreements referenced in these Terms, as they may be updated from time to time in accordance with Section 12.2; and (ii) these Terms contain an arbitration provision (described in more detail below) which limits your rights to a class action lawsuit and to a trial by jury if a dispute occurs, and which you may opt out of within 30 days as described in Section 9.3.

2.2 If you are using any Round 2 Services to interact with a Merchant, the Merchant's terms of use and/or privacy policy also apply, so you should review these documents before using any of the Services. Because Round 2 cannot guarantee that any Merchant acts in accordance with its terms of use and/or privacy policy, Round 2 shall not be liable for such Merchant's compliance with them. Similarly, if a third-party delivery management system or other service, such as credit card processing, is involved in delivering the Services or part of any of the Services, Round 2 shall not be responsible for such third party and you should review the terms of use and privacy policy of any such third party. In each case, whether a Merchant or third party, the Merchant or third party, as applicable, is solely responsible for any and all damages, claims, liabilities, costs, injuries or illness caused in whole or in part by the Merchant or third party (or both). Round 2 does not independently verify the quality of any Merchant's products, services, or its compliance with applicable laws, rules, or regulations. Round 2 shall not be liable and specifically disclaims any liability for any acts or omissions by any Merchant or third party provider, including any deficiencies in the quality or character of the food or service (including dietary deficiencies or food safety), the timeliness of service (such as delivery or pick up periods), or, in the case of charges made directly to a consumer by the Merchant (such as payment processing), the accuracy or fairness of those charges. To avoid doubt, all payment processing is governed by the Merchant Processing Agreement between the Merchant, Round 2's designated payment processor, and that processor's sponsor bank. Round 2 may change the designated payment processor or sponsor bank at any time.

3. PERMISSION TO USE SERVICES

3.1 By accepting these Terms, Round 2 grants you a non-transferable, non-sublicensable, non-exclusive, limited, revocable license to access and use the applicable Service(s), including the applicable software, solely for your own use of the Services that Round 2 makes available to you, solely for the purpose for which Round 2 makes them available, and not for resale or redistribution. Round 2 may refuse to offer any Services to anyone at any time, may withdraw access to any Services from anyone at any time, or may stop providing any Services at any time in its sole discretion.

3.2 You may submit content through the Services, such as order instructions, special requests, ratings, reviews, photographs, and other feedback (“User Content”). You retain ownership of your User Content. You grant Round 2 a non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to host, store, reproduce, modify (for formatting purposes), transmit, publicly display, and publicly perform your User Content in order to provide and improve the Services and to share it with the applicable Merchant. You represent that you own or otherwise have the right to grant that license, and that your User Content does not infringe the rights of any third party or violate any applicable law. Round 2 has no obligation to monitor, retain, or display any User Content, and may remove any User Content at its discretion. Merchant data, content, information, and trademarks are addressed in the Round 2 Merchant Terms and Conditions of Use, not in these Terms.

3.3 In order to provide any of the Services, you also grant Round 2 the right to: (a) access and use the Round 2 software installed on, or accessed through, your device solely as necessary to deliver the Services you request; and (b) permit Round 2’s service providers to do the same on Round 2’s behalf and subject to obligations of confidentiality and information security no less protective than those in the Privacy Policy.

3.4 Round 2 may change content on the Services without prior notice. Round 2 does not guarantee the accuracy of any content pertaining to any Merchant, such as the hours of operation, the location, or the prices or the availability of menu items. Round 2 does not guarantee the operations or quality of any Merchant product or service, which remain the responsibility of the Merchant at all times.

4. USE OF THE SERVICES AND PROHIBITIONS

4.1 You may access and use the Services for your own lawful purposes, and only in compliance with these Terms and all applicable laws.

4.2 You shall not, and shall not permit any employee, agent, representative or third party to, use the Services: (a) in violation of any applicable law or regulation; (b) to transmit any virus, malware, or other harmful code; (c) to engage in any fraudulent, deceptive, misleading, or otherwise unlawful activity; (d) for any purpose that infringes, misappropriates, or otherwise violates the intellectual property or other rights of any person or entity; (e) to modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, reverse engineer, decompile, or otherwise exploit the Services or any part of them, except as Round 2 permits in writing or as applicable law requires to be permitted notwithstanding this restriction; (f) to disable, circumvent, or otherwise interfere with any security, authentication, rate-limiting, or access-control feature of the Services; (g) to alter, modify, repair, or otherwise change any Service or any hardware provided by Round 2, unless

Round 2 authorizes it; (h) to access the Services by any automated means, including any robot, spider, scraper, or data-mining tool, or to harvest or collect information about any other user or Merchant; (i) to interfere with or place an unreasonable load on the Services or the networks or systems that support them; or (j) to access or use an account that is not yours, or to permit any other person to use your account.

4.3 If you order alcoholic beverages through the Services, you represent to Round 2 and to the applicable Merchant that you are at least 21 years of age (or the applicable legal drinking age in your jurisdiction, if greater); that you are not procuring alcoholic beverages for any person under that age; that you will present valid government-issued photo identification showing your age on delivery or pickup; and that you are purchasing for personal consumption and not for resale or any other commercial purpose. Round 2 does not sell, offer, furnish, deliver, or serve alcoholic beverages, and does not verify age or identification. The Merchant, and any delivery provider the Merchant engages, are solely responsible for age verification, for refusing service where required, and for compliance with all alcoholic beverage laws and licensing requirements.

5. COMMUNICATIONS TO AND FROM YOU

If you provide us or a Merchant with your email address or mobile telephone number, you consent to receive communications relating to the Services from Round 2, from the applicable Merchant, and from third parties providing the Services on their behalf, including by email, text message, direct message, chat, telephone call, and push notification, for transactional, informational, and operational purposes such as order status, account verification, receipts, and service notices. Marketing and promotional calls and text messages are separate. Round 2 and Merchants obtain consent to those messages only through a separate, affirmative opt-in presented to you at the time you provide your mobile number, and not through your acceptance of these Terms. IF YOU GIVE THAT CONSENT, YOU AGREE THAT ROUND 2 AND THE MERCHANT YOU IDENTIFIED MAY DELIVER MARKETING AND PROMOTIONAL CALLS AND SMS OR MMS TEXT MESSAGES TO THE MOBILE NUMBER YOU PROVIDED, INCLUDING BY MEANS OF AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AN ARTIFICIAL OR PRERECORDED VOICE. YOU ARE NOT REQUIRED TO AGREE TO RECEIVE MARKETING CALLS OR TEXT MESSAGES AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS, OR SERVICES, AND YOU MAY USE THE SERVICES WITHOUT AGREEING. Message frequency varies. You may withdraw your consent to marketing text messages at any time by replying STOP to any such message, and you may reply HELP for assistance; you may unsubscribe from marketing emails using the unsubscribe link in any such email. Withdrawing consent to marketing messages does not stop transactional messages relating to an order you have placed. If your mobile carrier ("Carrier") charges standard messaging, data, and other fees, you are responsible for these charges. The Services may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Round 2 is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the Carrier or other networks. Round 2 is not responsible for any incorrect information you provide, including any information that becomes out of date and is no longer accurate, and you shall keep your contact information current. Round 2's collection and use of your contact information is described in the Privacy Policy.

6. PAYMENTS AND FEES

6.1 Round 2 facilitates the exchange of information between customers and Merchants. Round 2 is not a seller of any Merchant products or services. Round 2 is not responsible for any prices, including any additional fees or taxes, provided by the Merchants and Round 2 does not independently verify any pricing information provided by a Merchant.

6.2 If you make payments, such as debit or credit card payments for one or more of the Services, you authorize the Merchant, Round 2 and its third-party processing partners to charge your chosen payment method to make the payment and agree to pay all applicable charges, including gratuities, fees and taxes, and any part thereof in connection with the payment. If you are entitled or subject to a refund, reversal, chargeback, or other adjustment associated with the payment, you also authorize a credit to your chosen payment method (as applicable) to make the necessary adjustment.

6.3 Round 2 provides third-party products and technology that facilitate payment transactions by you and to the Merchant, which payment transactions are processed through a processor and settled by banks. Card payments are captured, transmitted, authorized, and stored by third-party gateways and processors and not by Round 2, and Round 2 shall have no liability to you for any issue or problem related to such a card or similar non-cash payment, unless and except to the extent the issue or problem is directly caused by Round 2's own technology or software, and in that case Round 2's liability is subject to the cap in Section 10.3.

6.4 If making a payment, whether instore or online, as between the Merchant and Round 2, the Merchant is responsible at all times for the security of the credit card data that the Merchant possesses, stores, processes, or transmits. Round 2 uses third-party gateways and processors to capture, transmit, authorize, and store card data, and the Services are designed so that your card data is not transmitted through or stored on Round 2's systems. As between the Merchant and Round 2, the Merchant is responsible for obtaining any consent required for the use, storage, and transmission of your credit card data during the payment process. Except as provided in Section 6.3, Round 2 does not warrant, indemnify, or accept liability regarding or relating to any payment processing claim.

7. ACCOUNT CREATION AND TERMINATION

7.1 In order to use the Services, you may have to create an account or, if applicable, you may be able to check out as a guest. In either case, you state that the information you provide shall be truthful and accurate. You shall keep your account credentials confidential, shall not share them with any other person, and shall notify Round 2 promptly if you believe your account or credentials have been compromised. You are responsible for all activity occurring under your account, whether or not you authorized it.

7.2 Round 2 may suspend or terminate your account with or without notice. If Round 2 terminates your account, all use rights and licenses provided to you under any agreement, including these Terms, end, and you must cease using any of the Services. Sections that by their nature are intended to survive will survive as provided in Section 12.7.

7.3 Unless you have open or pending purchases, you may close your account related to any Service, which you may do at any time. You will, however, be liable for any payments you are obligated to pay. Round 2 is not liable to you or any third party for any amounts of money owed or due resulting from the termination or suspension of your account or from the deletion of your information. Nothing in this

Section limits any right you have under applicable privacy law to access, correct, or delete your personal information; those rights, and Round 2's retention practices, are described in the Privacy Policy.

8. ROUND 2 INTELLECTUAL PROPERTY

8.1 The Services and related content are owned by Round 2, its third-party partners or the Merchants. This content includes the text, software, scripts, graphics, photos, sounds, interactive features, visual interfaces, design, compilation, information, data, computer code (including source code or object code), products, services, and the trademarks, service marks, and logos contained in the Services ("IP Content"). IP Content is subject to copyright, trademark, and other intellectual property rights under United States law, the law of the jurisdiction where you reside, and international conventions. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to Round 2 or the Services will be and remain the sole and exclusive property of Round 2, except for User Content as described in Section 3.2, for Merchant-owned content and Merchant marks as described in Section 8.2, and for the property of Round 2's third-party licensors.

8.2 For the avoidance of doubt, (a) certain menu or other description information displayed on the Services may be the property of the applicable Merchant or its licensors and protected by intellectual property laws and (b) the trademarks, service marks, designs, and logos of Merchants displayed on the Services may be the registered and unregistered trademarks of those Merchants and their licensors. Your use of any of the foregoing intellectual property, except as provided in these Terms or a Referenced Policy, is strictly prohibited without the authorization of the Merchant or their licensors.

8.3 Round 2 grants no license to you under any of the above-described IP Content by virtue of these Terms, except for the conditional right to use the Services as provided in Section 3.1. The Services are licensed, not sold, to you for use only under these Terms and the Referenced Policies, and Round 2 reserves all rights not expressly granted.

9. ARBITRATION AGREEMENT

EXCEPT AS DESCRIBED IN SECTIONS 9.3 (30-DAY OPT-OUT) AND 9.4 (SMALL CLAIMS COURT), YOU AND ROUND 2 AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY AND TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

9.1 Because legal disputes are often costly in money, time, and energy, you and Round 2 agree that any controversy, claim, action, or dispute between you and Round 2, its affiliated companies and their respective officers, directors, employees, agents, or contractors arising out of or relating to the Services, these Terms, or the Referenced Policies, other than an action by either party for injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or the security of the Services, which is not a Dispute ("Dispute"), will be resolved by this dispute resolution procedure and arbitration provision ("Arbitration Provision").

9.2 Informal Dispute Resolution. Prior to initiating any arbitration, the party asserting the Dispute must first present it to the other party in writing. If you are asserting the Dispute, send your

notice by email to legal@r2pos.com or by mail to Round 2, Attn: Legal Department, 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066, and you may also call Round 2 at (800) 352-6003. If Round 2 is asserting the Dispute, it will send its notice to the email or postal address associated with your account. The notice must state the name and contact information of the party giving it, a description of the Dispute, and the relief sought. Either party may initiate arbitration if the Dispute is not resolved within 60 days after the notice is received. Any applicable statute of limitations and any contractual filing deadline are tolled from the date the notice is received until the end of that 60-day period. Nothing in this Section 9.2 prevents either party from bringing an individual claim in small claims court under Section 9.4 or from seeking injunctive or other equitable relief as described in Section 9.1. Both you and Round 2 agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

9.3 Right to Opt Out of this Arbitration Provision. You may opt out of this Arbitration Provision within 30 days after the date you first accept these Terms or first access or use any of the Services, whichever is earlier. You may also opt out of this Arbitration Provision within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email to Round 2 at legal@r2pos.com or by sending a letter to Round 2, Attn: Legal Department, 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066. You should include your printed name, mailing address, and the words “Reject Arbitration.” If you opt out, you will not be required to arbitrate a Dispute and Sections 9.1, 9.2, 9.5 and 9.7 will not apply to you; Section 9.6 (Waiver of Right to Bring Class Actions and Representative Claims) and the rest of these Terms, including Section 12.3 (Governing Law; Venue), continue to apply. Opting out will not affect your access to or use of the Services.

9.4 Right to Bring Small Claims in Court. Instead of arbitration, either you or Round 2 may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

9.5 How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules or, where those rules do not apply by their own terms, its Commercial Arbitration Rules (in either case, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. Round 2 will reimburse those fees in an amount up to \$10,000. Round 2 also waives its own right to seek attorneys’ fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The seat of any arbitration is Butler County, Pennsylvania, and any in-person hearing will be held in the county where you live or at another mutually agreed location. The arbitrator has exclusive authority to resolve any dispute about the interpretation, applicability, or enforceability of this Arbitration Agreement, except that a court of competent jurisdiction, and not an arbitrator, shall decide any dispute about the enforceability or scope of Section 9.6 (Waiver of Right to Bring Class Actions and Representative Claims). The arbitrator also has authority to determine whether the requirements of Section 9.2 have been satisfied. If 25 or more Disputes of a substantially similar nature are filed against Round 2 by or with the assistance of the same counsel or coordinated counsel within a 60-day period, the parties shall cooperate with the AAA to administer those Disputes in batches of no more than 50

Disputes at a time before a single arbitrator, in accordance with any AAA mass arbitration, multiple-case or similar procedures then in effect. Batching under this paragraph is an administrative measure only, is not a class, collective, consolidated or representative arbitration, and does not permit any relief that is not individualized to a single claimant. Any applicable statute of limitations and contractual filing deadline are tolled for each Dispute that has not yet been assigned to a batch, for no longer than 180 days.

9.6 Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Round 2 agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Round 2 hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. The waiver in this Section 9.6 is not severable from the remainder of this Arbitration Agreement: if it is found unenforceable as to any claim, that claim must proceed in court and this Arbitration Agreement shall not apply to it. Except for administrative batching as expressly provided in Section 9.5, under no circumstances may any Dispute proceed as a class, collective, consolidated, or representative arbitration.

9.7 Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with the Federal Arbitration Act and, where applicable, the law of the Commonwealth of Pennsylvania. The terms of the Arbitration Agreement provisions shall survive after your relationship with Round 2 and/or your use of the Services ends. Neither party may disclose Round 2's confidential information produced in an arbitration, or the terms of any settlement of a Dispute, except as required by law or as necessary to enforce an award. Nothing in this Arbitration Agreement prevents you from communicating with, or filing a complaint or charge with, any court, government agency, or regulator, or from consulting your own counsel, accountant, or insurer. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

10.1 Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ROUND 2 DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ROUND 2 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT ANY DEFECT WILL BE CORRECTED, OR THAT ANY CONTENT OR INFORMATION MADE AVAILABLE THROUGH THE SERVICES, INCLUDING MENUS, HOURS, LOCATIONS, PRICES, AND AVAILABILITY, IS ACCURATE OR COMPLETE.

10.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.3 AND FOR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR FRAUD, AND FOR FRAUDULENT MISREPRESENTATION), ROUND 2, INCLUDING ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, SHALL NOT BE LIABLE TO YOU, ANY MERCHANT OR ANY OTHER THIRD PARTY REGARDING OR RELATED TO THE USE OF ANY SERVICES OR FOR ANY DATA COLLECTED FROM YOU BY ROUND 2 OR A MERCHANT THROUGH THE USE OF THE SERVICES.

Without limiting the foregoing,

(I) ROUND 2 SHALL NOT HAVE ANY LIABILITY, ON ANY LEGAL BASIS WHATSOEVER, TO YOU, ANY MERCHANT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF THE MERCHANT AND/OR ROUND 2 WAS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND

(II) YOU UNDERSTAND AND AGREE THAT ROUND 2 IS NOT RESPONSIBLE FOR THE MERCHANT RESPONSIBILITIES RELATED TO THE SERVICES, INCLUDING FOOD PREPARATION, DATA PRIVACY, AND OPERATIONS OF MERCHANT'S BUSINESS. YOU SHALL NOT MAKE ANY ALLEGATION OR TAKE ANY ACTION AGAINST ROUND 2 BASED ON THE ACTUAL OR ALLEGED FULFILLMENT OR NON-FULFILLMENT BY A MERCHANT OF ITS RESPONSIBILITIES. IF PERMITTED UNDER APPLICABLE LAW, YOU HEREBY RELEASE ROUND 2 FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO OR ARISING FROM ANY ACTION OR INACTION BY A MERCHANT (INCLUDING ANY FAILURE OF A MERCHANT TO COMPLY WITH ANY LAWS OR REGULATIONS OR RULES). IN CONNECTION WITH THE FOREGOING, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION. CALIFORNIA CIVIL CODE SECTION 1542 STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

10.3 Cap on Liability. TO THE EXTENT ROUND 2 IS FOUND LIABLE TO YOU NOTWITHSTANDING THE FOREGOING, ROUND 2'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS, OR THE REFERENCED POLICIES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNTS YOU PAID TO ROUND 2 IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF DAMAGES, SO SOME OF THE FOREGOING DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. YOU AGREE THAT WITHOUT THE FOREGOING LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, RELEASES AND WAIVERS IT WOULD NOT BE FEASIBLE FOR ROUND 2 AND MERCHANTS TO OFFER YOU THE SERVICES, THAT SUCH LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, RELEASES AND WAIVERS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU, THE MERCHANTS, AND ROUND 2, PURSUANT TO WHICH THE SERVICES ARE OFFERED TO YOU, AND THAT THE SERVICES WOULD NOT BE MADE

AVAILABLE TO YOU IF YOU DID NOT AGREE TO SUCH LIMITATIONS, EXCLUSIONS, RELEASES AND WAIVERS.

11. ACCESSIBILITY

We are committed to ensuring that the Services provided over the internet, such as the Online Ordering System, are accessible to all customers, including individuals with disabilities. We strive to conform to the Web Content Accessibility Guidelines (WCAG) 2.2 at Level AA, and to make the Services accessible in a manner consistent with the Americans with Disabilities Act (ADA) and similar state and local laws. Conformance is an ongoing effort and this statement is not a warranty or a representation of legal compliance.

We are continually working to improve the accessibility and usability of our website so all customers can browse menus, place orders, and access important information with ease. If you encounter a barrier to using the Services, or need assistance with an order, please contact support@r2pos.com or call (800) 352-6003, and we will work with you to provide the information or complete the transaction through an alternative method. If your question concerns a Merchant's menu, pricing, or order fulfillment, the Merchant from whom you are ordering can also assist you.

We welcome your feedback as we work to provide an inclusive and accessible experience for all guests.

12. MISCELLANEOUS

12.1 Severability; No Waiver. Except as provided in Section 9.6, if any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, it will not impact the validity and enforceability of any other provision of these Terms, all of which will remain in full force and effect, and the affected provision will be modified to the minimum extent necessary to make it valid and enforceable or, if it cannot be so modified, severed. Failure of Round 2 to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision in that or any other instance.

12.2 Changes to These Terms. Round 2 may modify these Terms from time to time. Round 2 will give you notice of a material change by email, through the Services, or by another reasonable method, and will update the version number and effective date shown in the header of these Terms. A revised version applies prospectively only and takes effect on the date stated in the notice, which will be at least thirty (30) days after the notice is given unless a shorter period is required by law or necessary to address a security or legal risk. Your continued access to or use of the Services after the effective date constitutes your acceptance of the revised version, and if you do not accept it you must stop using the Services. Any Dispute arising before the effective date of a revised version is governed by the version in effect when the Dispute arose. Round 2 will retain a dated copy of each version of these Terms and a record of your acceptance. This Section 12.2 is the only means by which Round 2 may modify these Terms.

12.3 Governing Law; Venue. These Terms and any Dispute are governed by the laws of the Commonwealth of Pennsylvania, without regard to any conflict-of-laws principle that would require the application of the law of another jurisdiction, except that the Federal Arbitration Act governs Section 9 and except where the mandatory consumer-protection law of your place of residence provides otherwise. Subject to Section 9, any action arising out of or relating to these Terms or the Services must

be brought exclusively in the United States District Court for the Western District of Pennsylvania sitting in Pittsburgh, Pennsylvania or, if that court lacks subject matter jurisdiction, in the Court of Common Pleas of Butler County, Pennsylvania, and each party consents to the personal jurisdiction of and venue in those courts. Nothing in this Section limits Round 2's right to seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or the security of the Services.

12.4 Notices; Electronic Communications. Notices to Round 2 must be sent by email to legal@r2pos.com or by mail to Round 2, Attn: Legal Department, 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066. Round 2 may give you notice by email to the address associated with your account, by text message to the mobile number associated with your account, by posting in or through the Services, or by any other reasonable method, and you shall keep that contact information current. You consent to receive these Terms and all notices electronically, and you agree that your electronic acceptance of these Terms, including by clicking to accept or by accessing or using the Services, has the same legal effect as a handwritten signature.

12.5 Entire Agreement. These Terms, together with the Referenced Policies, constitute the entire agreement between you and Round 2 regarding the Services and supersede all prior and contemporaneous agreements, proposals, understandings, and representations, whether written or oral, regarding the Services. The order of precedence is as stated in the introduction to these Terms. This Section 12.5 does not apply to, and these Terms do not supersede, modify, or limit, any merchant-facing agreement described in the introduction to these Terms.

12.6 Assignment. You may not assign, delegate, or transfer these Terms or any right or obligation under them, and any purported assignment in violation of this Section is void. Round 2 may assign or transfer these Terms, in whole or in part, without restriction, including in connection with a merger, reorganization, or sale of all or substantially all of its assets. These Terms bind and benefit the parties and their permitted successors and assigns.

12.7 Survival. Sections 1, 2.2, 3.2, 4.2, 4.3, 6, 7.3, 8, 9, 10, and 12.1 through 12.10, and any obligation to pay amounts accrued before termination, survive any termination or suspension of your account or of these Terms, together with any other provision that by its nature is intended to survive.

12.8 Third-Party Beneficiaries. These Terms do not confer any right, benefit, or remedy on any person other than you and Round 2 and their permitted successors and assigns, and no Merchant, payment processor, sponsoring bank, or other third party is an intended third-party beneficiary of these Terms or may enforce them. Round 2's affiliates and its and their officers, directors, employees, agents, and contractors may rely on and enforce Sections 9 and 10 to the extent those Sections expressly protect them.

12.9 Relationship of the Parties; Force Majeure; Interpretation. The parties are independent contractors, and nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship. Round 2 is not liable for any delay or failure to perform to the extent caused by an event beyond its reasonable control, including an act of God, flood, fire, epidemic, war, terrorism, civil unrest, government action, labor stoppage, or the failure of a telecommunications, internet, hosting, payment, or utility provider. Section headings are for convenience only and do not affect interpretation, and the rule that ambiguities are construed against the drafter shall not apply to these Terms.

12.10 Copyright Complaints; Contact. Round 2 responds to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. Notices should be sent to legal@r2pos.com, Attn: General Counsel or to Round 2 POS, Inc., Attn: General Counsel, 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066. Round 2 may remove or disable access to material claimed to be infringing, and Round 2 has adopted and reasonably implements a policy of terminating the accounts of subscribers and account holders who are repeat infringers in appropriate circumstances. Questions about these Terms may be sent to legal@r2pos.com or to Round 2 POS, Inc., Attn: General Counsel, 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066.