

TERMS OF SERVICE & END USER LICENSE AGREEMENT

Effective Date: October 17, 2026

Entity: Kinetic Bev Solutions

Application: TareFlow

1. ACCEPTANCE OF TERMS

By downloading, accessing, or using the TareFlow application ("App"), you agree to be bound by these Terms of Service. If you do not agree to these terms, do not use the App. TareFlow is a professional utility designed for the hospitality industry and is intended for use by individuals of legal drinking age.

2. SUBSCRIPTION AND BILLING

TareFlow operates on a subscription model.

Billing: All payments, subscriptions, and renewals are processed securely through your respective application marketplace (Apple App Store or Google Play Store). Kinetic Bev Solutions does not collect or manage your payment information. Payment is charged to your Apple ID or Google Play account at confirmation of purchase.

Auto-Renewable Subscriptions: TareFlow offers auto-renewable subscriptions, including TareFlow Monthly. Your subscription automatically renews for the same period and at the same price unless auto-renewal is turned off at least 24 hours before the end of the current period. Your account will be charged for renewal within 24 hours prior to the end of the current period. If the subscription price changes, you will be notified in advance as required by the applicable store.

Managing and Cancelling: You can manage your subscription and turn off auto-renewal at any time after purchase. On iOS, go to Settings > [your name] > Subscriptions. On Android, open the Google Play Store app > Profile > Payments & subscriptions > Subscriptions. Cancellation takes effect at the end of the current billing period, and you will keep access until then. Deleting the App does not cancel your subscription.

Refunds: All payments are handled by Apple or Google. Refund requests must be made directly to Apple (via reportaproblem.apple.com) or Google Play, according to their respective refund policies. Kinetic Bev Solutions cannot issue refunds for store purchases.

Offline Access: Subscription entitlements are cached locally to allow offline use. Extended offline periods may require a brief internet connection to re-verify your active subscription status.

3. INTELLECTUAL PROPERTY AND USAGE LICENSE

Kinetic Bev Solutions grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the App strictly for your internal business or personal use.

Restrictions: You may not decompile, reverse-engineer, disassemble, or attempt to derive the source code, proprietary algorithms, or thermodynamic calculations powering the App.

Ownership: All content, design, structural logic, and underlying code remain the exclusive property of Kinetic Bev Solutions.

4. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

TareFlow is provided on an "AS IS" and "AS AVAILABLE" basis. While our calculation engine is built for commercial-grade accuracy, users are solely responsible for verifying their inputs and final recipes.

Inventory and Financial Loss: Under no circumstances shall Kinetic Bev Solutions be held liable for any direct, indirect, incidental, or consequential damages resulting from the use of the App. This includes, but is not limited to, spoiled ingredients, wasted inventory, ruined batches, or loss of revenue due to user input errors or hardware malfunction.

Professional Judgment: The App is a calculation utility. It does not replace the professional judgment required for safe food and beverage preparation.

5. DATA PRIVACY AND EPHEMERALITY

As detailed in our Privacy Policy, TareFlow operates entirely offline (air-gapped). We do not harvest, store, or transmit your proprietary recipes, batch specs, or operational data to external servers.

6. APP STORE AND GOOGLE PLAY TERMS

These Terms are between you and Kinetic Bev Solutions only, and not with Apple Inc. ("Apple") or Google LLC ("Google"). Kinetic Bev Solutions, not Apple or Google, is solely responsible for the App and its content. Your use of the App must also comply with the usage rules of the store from which you downloaded it (the Apple Media Services Terms and Conditions or the Google Play Terms of Service).

Apple-Specific Terms: If you downloaded the App from the Apple App Store, the following also applies:

- The license granted to you is limited to use of the App on Apple-branded products that you own or control, as permitted by the Usage Rules in the Apple Media Services Terms and Conditions.
- Apple has no obligation to furnish any maintenance or support services for the App.
- If the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the App.

- Kinetic Bev Solutions, not Apple, is responsible for addressing any claims by you or any third party relating to the App, including product liability claims, claims that the App fails to conform to any legal or regulatory requirement, and claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your use of it infringes that third party's intellectual property rights, Kinetic Bev Solutions, not Apple, is solely responsible for the investigation, defense, settlement, and discharge of that claim.
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance, Apple will have the right to enforce these Terms against you as a third-party beneficiary.

7. CHANGES TO THESE TERMS

We may update these Terms from time to time. Changes will be posted on this page with an updated Effective Date. Continued use of the App after changes are posted constitutes acceptance of the revised Terms.

8. GOVERNING LAW

These terms shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions.

9. CONTACT INFORMATION

For any questions regarding these Terms of Service, please contact us at:

Email: sales@kineticbevsolutions.com