

TERMS OF SERVICE & END USER LICENSE AGREEMENT

Effective Date: September 26, 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.

Cancellations: You may cancel your subscription at any time through your Apple ID or Google Play account settings. Cancellations must be made prior to the renewal date to avoid subsequent charges.

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. 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.

7. CONTACT INFORMATION

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

Email: sales@kineticbevsolutions.com