

TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING BARPASS, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS BARPASS APP AND/OR PROGRAM.

GENERAL

These terms of use apply to your access to, and participation in the BarPass service within online or the iOS or Android mobile applications. Your participation in the BarPass service confirms your acceptance of these terms of use and any such changes or modifications; therefore, you should review these terms of use and applicable policies frequently to understand the terms and conditions that apply to BarPass. If you do not agree to the terms of use, you must stop participating in BarPass. This program is not targeted towards, nor intended for use by, anyone under the age of 21 years old. BarPass does not condone the consumption of underage drinking, but laws should be enforced by BarPass partnered venues as standard procedure in any case when alcohol is requested. All users who participate in any BarPass events or attempt to order alcoholic beverages at any venue, must have a valid form of identification proving the drinking limit. All venues must uphold their code of conduct and card in any case as in their standard daily procedure. BarPass does also not endorse excessive drinking or over consumption, drink responsibly. BarPass is not responsible for any mishaps, negative occurrences or illegal/criminal activity due to attending our events. Lastly, BarPass does not encourage over consumption of alcohol, please drink responsibly.

DEVICE USAGE TERMS AND CONDITIONS

User acknowledges and agrees that use of the service must also be in accordance with the usage rules established by your mobile device platform or service provider.

GRANT AND RESTRICTIONS

Subject to the terms, conditions and limitations set forth in the terms, BarPass grants you a non-exclusive, non-transferable and revocable license to use the mobile applications on any mobile device that you own or control. The terms of the license will also govern any upgrades provided by BarPass that replace and/or supplement the original applications.

You agree not to do, or authorize or permit any third-party to do, any of the following: (i) distribute or make the applications available over a network where it could be used by multiple devices at the same time; (ii) rent, lease, lend, sell, redistribute or sublicense the Application; (iii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the applications, any updates, or any part thereof (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law); or (iv) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the application. If you violate any of the foregoing restrictions, your use of the applications will immediately cease and you will have infringed the copyright and other rights of BarPass which may subject you to prosecution and damages. BarPass reserves all rights not expressly granted to you in the terms herein.

CONSENT TO USE OF DATA AND MOBILE COMMUNICATIONS

You agree that BarPass may collect and use technical data, personal information and related information in connection with your use of the application including, but not limited to, contact information and technical information about your device, sending and receiving SMS notifications when users invite you to events or when you invite friends in your contact book to events, frequenting bar history, system and application software, and peripherals, that are gathered periodically to facilitate the features and functionality of the application and of software updates, product support and other services. You also consent to our communicating with you about the application or in connection with the features, functions and activities contained in the application

HAPPY HOUR VIOLATIONS

BarPass is not responsible for any violations, including but not limited to happy hour law violations by the venue. BarPass also does not condone excessive alcohol consumption at any event and encourages all venues to comply with all happy hour laws. Venues responsibilities include exercising the "Public Act 99-0046" (amended IL. happy hour laws) to its fullest extent that went into effect July of 2015.

USER RESPONSIBILITY

User acknowledges all Illinois consumption laws and will strictly follow all guidelines in place. User also acknowledges any and all unlawful acts at venues can be penalized or prosecuted by venues, user claims full responsibility at all events and venues. User understands all risks involved with consumption and is 100% liable for their own actions.

LIABILITY

Users contact, interaction, or consumption at any venues services is solely at users own risk. Users acknowledge and agree that BarPass is not responsible or liable in any manner for any loss, damage or harm of any sort incurred as the result of venue services. BarPass is not responsible, and shall not be held liable for, the acts, representations, warranties, errors, omissions, breaches or negligence of any such suppliers for any personal injuries, death, property damage, loss, theft, etc. or other damages or expenses resulting therefrom.

CARRIER CHARGES

Users acknowledge and understand that the service requires and utilizes phone service, data access and text messaging capabilities. Carrier rates for phone, data and text messaging may apply and you are responsible for any such charges.

THIRD-PARTY CONTENT

BarPass may provide third-party content via online or mobile apps and may provide information, or links to web pages or content of third parties as a service to those interested in this information. BarPass does not control, endorse or adopt any third party content and makes no representation or warranties of any kind regarding the third party content including, but not limited to, its accuracy or completeness. User acknowledge and agree that BarPass is not responsible or liable in any manner for any third party content and undertakes no responsibility to update or review any third party content. Users use such third party content contained therein at their own risk.

TERMINATION OR MODIFICATION OF APPLICATION

BarPass reserves the right to change, suspend, remove, discontinue or disable access to any users at any time without notice. If BarPass feels the rules and regulations have been breached, BarPass will terminate users abilities to use any and all of BarPass applications, website, software, etc.

DISCLAIMERS

USER ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE IS AT USERS SOLE RISK. BARPASS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL BE ACCURATE OR MEET USERS PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. BARPASS ALLOWS ALL USERS TO USE APPLICATION AND SERVICE AT THEIR OWN RISK. BARPASS IS NOT AND WILL NOT BE HELD LIABLE IN ANY CASE OF WRONG DOING OR MISHAPS AT ANY VENUES AND/OR EVENTS. IF BARPASS FINDS A BREACH IN THE RULES AND REGULATIONS BY ANY USER, USER FACES TERMINATION OR POSSIBLE PROSECUTION.

INFORMATION WE COLLECT

We collect information about you in various ways when you use our mobile apps. We use this information to, among other things, provide the functionality and improve the quality of our websites/apps and personalize your experience. For example, we may collect your name, email address, mobile phone number, billing information, precise location, passwords,status, personal information, mobile device ID and reservation statistics. BarPass

may use all of this information internally for data/statistic updating or maintaining the performance of the mobile apps. BarPass may also provide venues or spirits partners with users information in order to understand consumer behavior and data collection.

INFORMATION YOU SHARE SOCIALLY

User must be mindful of their own personal privacy needs regarding what to share and make public via social networks provided by BaPass app. BarPass does not and cannot control the privacy or security of information you choose to make public or share with others. BarPass also does not control the privacy practices of third party platforms. User is advised to manually set their privacy settings on each social network before using them via BarPass app.

SECURITY OF YOUR PERSONAL INFORMATION

BarPass provides venues with all information necessary regarding each user for their event reservation. Passwords will not be ever known, nor shared. If user feels another individual has used their account, user must report to BarPass admin immediately via email.

CHANGES TO THIS POLICY

BarPass may update or revise this policy from time to time. User agrees that they will review this policy periodically. User is free to decide whether or not to accept a modified version of this policy, but accepting this policy, as modified, is required for users to use our mobile applications and proceed with our BarPass services. **If user does not agree to the terms of this policy or any modified version of this policy, user sole recourse is to terminate users use of BarPass websites, software, mobile applications and services immediately.**

Updated July 20th, 2022