

TERMS OF SERVICE

FOR THE BARKEEPER iOS APP

Effective Date: February 25, 2026

Last Updated: February 25, 2026

These Terms of Service (“Terms”) constitute a legally binding agreement between Long Ridge Creative LLC, a Colorado limited liability company (“Company,” “we,” “us,” or “our”), and you (“User,” “you,” or “your”) governing your access to and use of the BarKeeper iOS mobile application (the “BarKeeper App”) and related services (collectively, the “Service”).

By downloading, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Eligibility and Legal Drinking Age

1.1 Legal Drinking Age; Capacity. The Service is not directed to individuals who are not of legal drinking age in their jurisdiction and who do not have the legal capacity to enter into a binding contract. We do not independently verify your age, but you will be required to affirm that you are of legal drinking age in your jurisdiction before using certain features. If you are not of legal drinking age, you must not access or use the Service. The Service is not intended for children under 13.

1.2 Your Representations. By using the Service, you represent and warrant that: (a) you are of legal drinking age where you live and where you use the Service; (b) you are not prohibited from using the Service under applicable law; and (c) you will use the Service in compliance with these Terms and all applicable laws.

1.3 Local Law. You are solely responsible for determining whether your use of the Service is lawful in your location. We make no representation that the Service is appropriate or available for use in all locations.

2. Description of the Service

2.1 Informational App. The Service provides informational content related to cocktails (including recipes, ingredient lists, and preparation methods) and tools that allow you to track ingredients you have available for personal, non-commercial use. We do not verify, endorse, or guarantee any recipe or other content made available through the Service, whether provided by the Company or by users.

2.2 No Alcohol Sales. The Company does not sell, distribute, deliver, or fulfill alcohol, and the Service does not facilitate the purchase of alcohol.

2.3 Reduced Functionality Without Subscription. Certain features of the Service may be available only with an active subscription. If you do not maintain an active subscription, you may still be able to access a reduced-functionality mode of the Service, which may limit features, content access, storage, syncing, or other functionality. Your User Content is not deleted solely because a subscription lapses, so long as your account remains active and you do not delete it.

2.4 User Content. The Service may allow you to create, upload, store, or share content such as custom recipes, notes, ratings, or lists (“User Content”). User Content is not publicly accessible. User Content is available only to you unless you choose to share a copy using Apple’s built-in iOS sharing features (for example, Messages or Mail). We do not verify, endorse, or guarantee User Content (including any custom recipes). If you share a copy of User Content, it may be copied or retained by recipients and cannot be retracted once shared. You are responsible for your User Content. We may remove or restrict User Content at any time in our discretion, to the extent permitted by law.

2.5 Backup and Syncing. The Service stores certain User Content and related data on our servers to enable backup and device syncing. Syncing and backup are provided as a convenience, may not occur in real time, and may be unavailable or delayed due to technical issues. You are responsible for maintaining your own copies of important information. If you delete your account or request deletion, we may or may not retain backups of your data for a period of time for legal, security, fraud-prevention, or operational reasons, to the extent permitted by law.

2.6 Changes to the Service. The Service may change over time and may include beta or pre-release features. We may add, remove, modify, or discontinue features at any time.

2.7 Third-Party Services. The Service may display or link to third-party content, products, or services not owned or controlled by the Company. We do not endorse or assume responsibility for third-party services; your use is at your own risk and subject to the third party’s terms.

3. Responsible Use and Safety Disclaimer

3.1 Responsible Use. If you choose to consume alcohol, do so responsibly and in compliance with all applicable laws. Alcohol may impair judgment and coordination and may pose serious health risks.

3.2 No Drinking and Driving. Do not drive, operate machinery, or engage in dangerous activities while impaired. Arrange safe transportation.

3.3 No Service to Minors; No Unsafe Use. Do not provide alcohol to minors and do not use the Service to promote unsafe or illegal alcohol-related behavior (including drinking contests or excessive consumption).

3.4 Preparation and Allergen Safety. You are responsible for safe handling and preparation practices, including verifying ingredients and allergens and using appropriate kitchen and glassware safety. The Company does not verify recipes or user-submitted content; follow instructions and consume alcohol at your own risk.

4. No Medical or Health Advice

4.1 Informational Only. The Service and its content are provided for informational and entertainment purposes only.

4.2 No Medical or Health Advice. We do not provide medical, nutritional, or health advice. Any metrics (such as calories, allergens, or ABV) are estimates and may be inaccurate.

4.3 Consult a Professional. Consult a qualified professional before consuming alcohol if you are pregnant, have a medical condition, take medication, have allergies, or have dietary restrictions.

4.4 Emergencies. If you suspect alcohol poisoning or any medical emergency, call 911 (or your local emergency number) immediately.

5. Assumption of Risk

5.1 Assumption of Risk. You understand that cocktail preparation and alcohol consumption carry inherent risks, including intoxication, alcohol poisoning, allergic reactions, interactions with medications or medical conditions, illness, injury (including from broken glass), property damage, and harm to you or others.

5.2 Your Responsibility. You are solely responsible for (a) deciding whether to consume alcohol; (b) complying with applicable laws (including legal drinking age and service-to-minors restrictions); and (c) verifying ingredients, allergens, measurements, and instructions.

5.3 Release. To the maximum extent permitted by law, you release and agree not to sue the Company and its members, managers, officers, employees, contractors, agents, licensors, and affiliates for claims arising from your use of the Service or your preparation, service, handling, or consumption of any beverages or food items described in or associated with the Service.

5.4 No Waiver of Non-Waivable Rights. Nothing in these Terms limits liability to the extent such limitation is prohibited by applicable law.

6. Payments, Subscriptions, and Free Trials

6.1 Apple In-App Purchase. Subscriptions for the Service are offered through Apple's in-app purchase system ("IAP"). Apple processes the transaction and billing, and you agree to Apple's applicable payment terms in addition to these Terms. Applicable taxes may be charged by Apple. The Company does not collect or store your full payment card information.

6.2 Free Trials and Promotional Offers. The Service may offer a free trial or other promotional pricing from time to time. Unless you cancel before the end of the free trial or promotional period, your subscription will automatically convert to a paid subscription and renew as described below.

6.3 Auto-Renewal. Subscriptions automatically renew unless canceled at least 24 hours before the end of the current subscription period. Your account will be charged within 24 hours prior to the end of the current period at the then-current subscription price.

6.4 Managing and Canceling. You can manage and cancel subscriptions in your device settings (for example: Settings > Apple ID > Subscriptions). Deleting the BarKeeper App does not cancel your subscription.

6.5 Refunds. Refund requests are handled by Apple in accordance with Apple's policies. The Company cannot grant refunds for purchases processed by Apple.

6.6 Price Changes. Subscription pricing may change in accordance with Apple's policies, and we may offer different subscription tiers or features over time. Where required, you will be provided notice and an opportunity to consent to price changes through Apple's mechanisms.

7. User Accounts

7.1 Account Creation. Some features of the Service may require an account. You agree to provide accurate information and to keep your account information up to date.

7.2 Account Security. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

7.3 Responsibility for Devices. You are responsible for ensuring that any device you use to access the Service is secure and that unauthorized persons do not access your account.

7.4 Data Loss. While we take reasonable measures to operate the Service, we do not guarantee that your User Content or data will never be lost or corrupted. You are responsible for maintaining backups of important data.

7.5 Suspension/Termination. We may suspend or terminate your account as described in Section 15 (Termination).

8. User Content; Sharing; License

8.1 Ownership. You retain ownership of your User Content. These Terms do not transfer ownership of your User Content to the Company.

8.2 License to Company. By submitting, storing, or sharing User Content through the Service, you grant the Company a non-exclusive, worldwide, royalty-free, fully paid, transferable, and sublicensable (solely as necessary to operate the Service) license to host, store, reproduce, process, transmit, display, and otherwise use your User Content to: (a) provide, maintain, back up, and synchronize the Service; (b) enforce these Terms and protect the safety and integrity of the Service; and (c) improve the Service (including through debugging, service analytics (not for cross-context behavioral advertising), and feature development), in each case consistent with our Privacy Policy.

8.3 Sharing. If you use Apple's built-in iOS sharing features (such as Messages or Mail) to share a copy of User Content, you understand that the recipient may view, save, or re-share that User Content depending on the method you choose and the recipient's actions. The Company does not control what recipients do with shared copies. You are responsible for what you choose to share and with whom you share it.

8.4 Your Warranties. You represent and warrant that: (a) you own or have all necessary rights to your User Content; (b) your User Content does not infringe, misappropriate, or violate any third-party rights (including intellectual property, privacy, or publicity rights); and (c) your User Content complies with these Terms and applicable law.

8.5 Removal. We may remove, disable access to, or restrict User Content for any reason, including if we reasonably believe it violates these Terms or applicable law, or creates risk for the Company or others.

8.6 Feedback. If you submit feedback, suggestions, or ideas about the Service ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate the Feedback without compensation to you.

9. Limited License and Intellectual Property

9.1 License to Use. Subject to these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, access, and use the Service for your personal, non-commercial use.

9.2 Company IP. The Service and all related content, features, and functionality (excluding User Content) are owned by the Company or its licensors and are protected by intellectual property laws. All rights not expressly granted are reserved.

9.3 Restrictions. You will not: (a) copy, modify, distribute, sell, or lease any part of the Service; (b) reverse engineer or attempt to extract source code except as permitted by law; (c) access the Service to build a competitive product; (d) remove or alter proprietary notices; or (e) use the Service in any way that violates these Terms or applicable law.

9.4 IP Complaints. If you believe content on the Service infringes your intellectual property rights, contact us at support@longridgecreative.com with sufficient detail for us to review the claim.

10. Prohibited Conduct

You agree not to: (a) use the Service for unlawful purposes; (b) violate the legal drinking age or service-to-minors restrictions; (c) harass, threaten, or abuse others; (d) upload or share content that is unlawful, defamatory, obscene, or otherwise objectionable; (e) attempt to gain unauthorized access to the Service or systems; (f) interfere with the Service's operation; (g) use automated means to access the Service; or (h) otherwise violate these Terms.

11. App Store and Platform Terms

11.1 Apple Device; Use Rules. These Terms apply to your use of the Service on an Apple-branded device running iOS. Your use of the Service must also comply with any applicable "Use Rules" set forth in Apple's media services terms and conditions.

11.2 Apple Not Responsible; Limited Warranty Handling. You acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any) for the Service; to the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the Service. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed by these Terms and applicable law, not by Apple.

11.3 Product Claims. You acknowledge that the Company, not Apple, is responsible for addressing any claims relating to the Service or your possession or use of the Service, including (a) product liability claims; (b) any claim that the Service fails to conform to applicable legal or regulatory requirements; and (c) claims under consumer protection, privacy, or similar laws, to the extent required by applicable law.

11.4 IP Claims. You acknowledge that, in the event of any third-party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

11.5 Third-Party Beneficiary. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and Apple will have the right to enforce these Terms against you as a third-party beneficiary.

11.6 Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

12. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ANY DATA OR USER CONTENT WILL BE PRESERVED WITHOUT LOSS. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR OUTCOMES OF ANY RECIPES OR OTHER CONTENT.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. Nothing in these Terms excludes or limits any rights or remedies you may have under applicable consumer protection laws that cannot be waived.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, AND AFFILIATES (COLLECTIVELY, "COMPANY PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO YOUR USE OF (OR INABILITY TO USE) THE SERVICE, WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded or limited under applicable law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

13.1 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE COMPANY PARTIES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) \$50 OR (B) THE AMOUNTS YOU PAID TO APPLE FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.2 Basis of the Bargain. YOU ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THESE TERMS ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY.

13.3 Time Limit. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR IT IS PERMANENTLY BARRED.

14. Indemnification

14.1 Indemnity. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company Parties from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, penalties, fines, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Service; (b) your User Content (including your sharing of User Content); or (c) your violation of these Terms or applicable law.

14.2 Cooperation; Control of Defense. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you (provided that the Company will not settle any such matter without your consent unless the settlement unconditionally releases you of all liability). You agree to cooperate with the defense of such claims and to provide the Company with all information and assistance reasonably requested.

14.3 Exclusions. Your indemnification obligations do not apply to the extent a claim is caused by the Company's gross negligence or willful misconduct, as determined by a

final, non-appealable decision of a court or arbitrator of competent jurisdiction, to the extent such exclusion is required by applicable law.

15. Termination

15.1 Termination by You. You may stop using the Service at any time. If you have an account, you may delete it using the in-app deletion mechanism (if available). If you have trouble using the deletion mechanism, you may contact us for assistance, subject to applicable law and any lawful retention requirements. Deleting your account does not retract copies of User Content you previously shared with others (for example, via iOS sharing), and recipients may retain copies. If you want to stop future subscription charges, you must cancel your subscription through Apple as described in Section 6.

15.2 Termination or Suspension by Company. We may suspend, restrict, or terminate your access to the Service (including any account) at any time if we reasonably determine that: (a) you have violated these Terms; (b) you have created risk or possible legal exposure for the Company or others; (c) your use is unlawful or abusive; or (d) we are required to do so by law or valid legal process. We may also discontinue the Service (in whole or part) at any time as described in these Terms.

15.3 Effect of Termination. Upon any termination, the license granted to you will immediately cease and you must stop using the Service. We may delete or disable access to your User Content consistent with the Service's functionality, your settings, applicable law, and our Privacy Policy. Copies of User Content you previously shared with others (for example, via iOS sharing) cannot be retracted and may remain accessible to recipients. We may retain backup copies of your data for limited periods for legal, security, fraud-prevention, or operational reasons, to the extent permitted by law. Sections that by their nature should survive termination will survive, including without limitation Sections 5 (Assumption of Risk), 8 (User Content; Sharing; License), 9 (Intellectual Property), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 14 (Indemnification), 16 (Dispute Resolution), and 17 (Governing Law).

16. Dispute Resolution

16.1 Informal Resolution. If you have a concern or dispute, please contact us at support@longridgecreative.com. Before initiating arbitration, you and the Company agree to attempt to resolve any dispute informally for at least thirty (30) days after written notice.

16.2 Arbitration; Individual Basis. Except for the exceptions in Section 16.3, any dispute, claim, or controversy arising out of or relating to the Service or these Terms will be resolved by binding, individual arbitration, not in court. The arbitration will be

administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as modified by these Terms.

16.3 Exceptions. Either party may bring an individual action in small claims court in Boulder County, Colorado, if it qualifies and remains an individual action. Either party may also seek temporary injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights.

16.4 Class Action Waiver. You and the Company agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of class or representative proceeding.

16.5 Opt-Out. You may opt out of this arbitration agreement by sending written notice within thirty (30) days of first accepting these Terms. Your notice must include your name, the email address associated with your account (if any), and a clear statement that you want to opt out of arbitration. Send the notice to support@longridgecreative.com.

16.6 Governing Arbitration Law; Survival. This arbitration agreement is governed by the Federal Arbitration Act ("FAA") and will survive termination of these Terms and your relationship with the Company.

16.7 Delegation. The arbitrator (and not any federal, state, or local court) will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable, except that a court of competent jurisdiction may decide the enforceability of the class action waiver.

16.8 Seat; Procedures; Remote Hearings. Unless you and the Company agree otherwise, the arbitration will be seated in Boulder County, Colorado. The arbitrator may conduct proceedings by telephone, videoconference, or based on written submissions, unless either party requests an in-person hearing and the arbitrator determines it is appropriate.

16.9 Fees and Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Consumer Arbitration Rules, except that the Company will pay or reimburse such fees to the extent required by those rules or applicable law. Each party will bear its own attorneys' fees and costs unless the arbitrator awards otherwise under applicable law.

16.10 Changes to Dispute Resolution Terms. Notwithstanding Section 18, if the Company makes a material change to this Section 16, you may reject the change by

sending written notice within thirty (30) days of the effective date of the change, in which case the version of this Section 16 in effect when you first accepted these Terms will apply to any dispute between you and the Company. Any changes to this Section 16 will apply only prospectively to disputes that arise after the effective date of the change, to the extent permitted by law.

17. Governing Law

These Terms and any dispute arising out of or relating to them or the Service will be governed by the laws of the State of Colorado, without regard to its conflict of law principles, except to the extent preempted by U.S. federal law.

18. Changes to Terms

18.1 Changes. We may modify these Terms from time to time. If we make material changes, we will provide notice through the Service (for example, an in-app notice) and/or by updating the Last Updated date. Unless otherwise stated, material changes will become effective no earlier than fifteen (15) days after notice. Changes apply prospectively to the extent permitted by law. For material changes to Section 16 (Dispute Resolution), the process in Section 16.10 applies.

18.2 Continued Use. Your continued use of the Service after changes become effective constitutes acceptance. If you do not agree to the changes, you must stop using the Service.

18.3 Prior Versions. The Company may maintain prior versions of these Terms for reference. If you do not agree to the changes, you must stop using the Service and, if applicable, cancel your subscription through Apple.

19. Privacy

Your use of the Service is also governed by our Privacy Policy, which explains how we collect, use, disclose, and protect information. The Privacy Policy is incorporated by reference into these Terms.

If there is a conflict between these Terms and the Privacy Policy, these Terms will control as to the Service, except where the Privacy Policy provides additional rights that cannot be limited by contract.

Privacy Policy: <https://www.barkeeper-app.com/privacy-policy>

20. Electronic Communications

20.1 Electronic Communications. By using the Service, you consent to receive communications electronically (for example, within the Service or by email). Such communications satisfy any legal requirement that they be in writing.

20.2 Push Notifications. If the Service offers push notifications, you can manage them in your device settings.

21. Severability

21.1 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason by a court or arbitrator of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect.

21.2 No Waiver. The failure of the Company to enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the Company to be effective.

21.3 Assignment. You may not assign or transfer these Terms (by operation of law or otherwise) without the Company's prior written consent. Any attempted assignment in violation of this Section is void. The Company may assign these Terms (in whole or in part) without restriction, including to an affiliate or in connection with a merger, acquisition, sale of assets, or other transaction.

21.4 Headings. Section headings are for convenience only and do not affect interpretation.

21.5 Relationship of the Parties. Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and the Company.

22. Entire Agreement

22.1 Entire Agreement. These Terms, together with any policies expressly incorporated by reference (including the Privacy Policy), constitute the entire agreement between you and the Company regarding the Service and supersede prior agreements or understandings.

22.2 Order of Precedence. If there is a conflict between these Terms and an incorporated policy, these Terms control unless the policy expressly states otherwise.

23. Contact Information

If you have questions about this Privacy Policy or our privacy practices, contact us at:

contact@longridgecreative.com

Long Ridge Creative LLC