

Gloworder User Agreements

Updated: June 18, 2025

Terms of Use

Gloworder Terms of Use

Effective: June 18, 2025

PLEASE READ CAREFULLY – THIS IS A LEGAL AGREEMENT BETWEEN YOU AND GLOWORDER, INC.

1. WHO WE ARE

Gloworder, Inc. (“Gloworder,” “we,” “our,” or “us”) operates a technology platform and mobile application (the “Platform”) that enables (i) bar, venue, and other licensed alcohol-serving businesses (“Establishments”) to list menu items and accept orders, and (ii) individual customers who are at least twenty-one (21) years old (“Customers”) to place and pay for those orders. Customers and Establishments are collectively “Users.” Gloworder is not a retailer, caterer, or alcohol licensee and does not prepare, package, sell, or serve food or beverages.

2. CONTRACTUAL RELATIONSHIP

By creating an account, clicking “I Agree,” or otherwise accessing the Platform, you enter into a binding contract with Gloworder that includes these Terms, the Community Guidelines, the Privacy Policy, and any supplemental terms referenced herein (collectively, the “Agreement”). If you do not accept every part of the Agreement, you may not use the Platform.

3. ELIGIBILITY

Customers must be at least twenty-one (21) years old and legally permitted to consume alcohol in the jurisdiction where the transaction occurs.

Establishments must hold all federal, state, and local licenses, permits, and insurance required to sell or serve beverage alcohol and must use the Platform only at licensed premises within the United States.

You represent that the information you provide is accurate, truthful, and complete and you agree to keep it current.

4. THE SERVICES

The Platform (a) displays menus and venue information supplied by Establishments, (b) enables Customers to transmit orders to Establishments, (c) facilitates payments, and (d) provides order-status functionality. Except for those facilitation services, all sales are solely between Customers and Establishments.

5. ACCOUNT REGISTRATION, SECURITY & COMMUNICATIONS

a. Account Creation.

To use most Platform features you must create an account and (i) provide a valid email address and mobile number, (ii) add at least one valid payment method, and (iii) complete any identity or

age-verification steps we or an Establishment require (which may include on-site verification, scanning of a government-issued photo ID, and/or facial-recognition matching). To the extent that Gloworder relies on third-party identity-verification services, these services comply with IL BIPA, TX CUBI, WA H.B. 1493. Please refer to the Privacy Policy.

b. Devices & Carrier Charges.

You are responsible for obtaining compatible hardware and data connections to access the Services and for any message-, data-, or roaming-charges imposed by your wireless carrier or Internet provider.

c. Text Messaging Consent.

By providing your phone number, you consent to receive autodialed or prerecorded texts (SMS/MMS) from Gloworder and/or Establishments related to account setup, order status, security (e.g., two-factor authentication), and marketing. You may opt out of marketing texts at any time by replying STOP, but you may still receive transactional or security messages. Message and data rates may apply. You may withdraw consent to all texts by emailing support@gloworder.com and deleting your account

d. Security.

You are responsible for all activity that occurs under your credentials and must promptly notify support@gloworder.com of any suspected unauthorized use.

6. ESTABLISHMENT-CUSTOMER RELATIONSHIP; ALCOHOL RESPONSIBILITY

All Establishments must have and maintain the proper licensure to serve alcohol. Gloworder is not a party to, nor owes any responsibility pursuant to the licenses obtained by the Establishments. Establishments are—and agree to remain—solely responsible for (i) verifying the age and responsible consumption of every patron before serving any alcoholic beverage, (ii) refusing or terminating service where required by law (including visibly intoxicated patrons), (iii) remitting all applicable taxes, and (iv) compliance with every statute, regulation, and ordinance governing alcohol service, health & safety, and consumer protection. Establishments acknowledge that nothing in this Agreement shifts those duties to Gloworder. Customers acknowledge that consumption of alcoholic beverages carries inherent risks and agree to conduct themselves appropriately and drink responsibly.

7. USER CONDUCT RULES

You agree that you will:

- Use the Platform only for lawful purposes;
- Not access the Platform while driving or otherwise distracted;
- Not post, upload, or transmit content that is illegal, obscene, offensive, harassing, hateful, or infringes another's rights;

- Not decompile, reverse-engineer, or attempt to gain unauthorized access to the Platform or related systems;
- Follow the Community Guidelines at all times.

8. ORDERS, PAYMENTS, FEES & TIPPING

a. Authorization.

When you tap “Place My Order” (or such other language that effectively transmits or communicates a Customer’s order), you authorize the Establishment to prepare the items and you authorize Gloworder’s payment processor to charge your selected payment method for (i) the item subtotal, (ii) applicable taxes, (iii) an optional or default tip, and (iv) Platform fees disclosed at checkout. All prices are set by the Establishment.

b. Final Sale.

All sales are considered final once a Customer submits an order. No refunds will be considered once the Establishment begins preparing an order.

c. Tips and Default Tip Rate.

During account creation, Customers must set a default tip rate to facilitate and expediate the ordering and payment process. However, prior to the submission of an order, Customers can manually edit or remove the calculated default tip amount. This feature is accessible and conspicuous displayed above the order submission button and Customers accept and authorize the tip amount added. Customers may edit their default tip rate in their account profile.

d. Automatic Close-Out.

Any open and/or incomplete transactions that remain unpaid (i) when a Customer moves more than 200 feet from the Establishment, or (ii) at 4:00 a.m. local time, will be automatically closed to the default payment method plus an automatic tip of the Customer’s preselected default tip rate or 18 % whichever is greater.

e. Disputed Charges.

If Gloworder reasonably determines that any chargebacks, disputes, or reversed transactions are caused by an Establishment’s error (e.g., wrong item delivered), Gloworder may invoice the Establishment or offset the amount against future payouts.

f. Incidental Fees & Damages.

Users authorize Gloworder to charge their payment method for reasonable repair, cleaning, replacement, or property-damage fees that an Establishment substantiates (e.g., excessive spill clean-up, broken glassware) in accordance with local law up to US \$100 per incident unless higher costs are itemized and photo-documented..

9. LICENSE, USER CONTENT & DMCA

a. Gloworder IP.

Gloworder grants you a limited, non-exclusive, revocable, non-sublicensable license to download and use the mobile app solely to access the Services for your own personal (if a Customer) or internal business (if an Establishment) purposes. All right, title, and interest in the Platform and its content remain with Gloworder and its licensors.

b. User-Generated Content License.

If you submit, upload, or transmit any content - photos, reviews, ratings, feedback, or other content ("UGC") - you grant Gloworder a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to host, store, reproduce, modify, distribute, publicly display, and otherwise use the UGC in any media for any lawful purpose. You represent that you own or have authorization to grant this license.

c. DMCA Notice

If you believe that any content on the Platform infringes your copyright, please send a notice pursuant to the Digital Millennium Copyright Act to Gloworder's designated agent at support@gloworder.com. The notice must include (i) your physical or electronic signature; (ii) identification of the copyrighted work; (iii) identification of the infringing material; (iv) your contact information; (v) a statement of good-faith belief; and (vi) a statement under penalty of perjury that the information is accurate. Gloworder may terminate repeat infringers.

10. THIRD-PARTY SERVICES & CONTENT; APP-STORE TERMS

a. Disclaimer of Third-Party Services.

Links and integrations to services, websites, or content not controlled by Gloworder are provided for convenience only. Gloworder does not endorse and is not responsible for such third-party resources.

b. Apple/Google Third-Party Beneficiaries.

To the extent you access the Platform via a mobile application obtained through the Apple App Store or Google Play Store, you acknowledge that Apple Inc. and Google LLC are third-party beneficiaries of this Agreement and may enforce its terms against you; however, they have no obligation to provide maintenance or support services with respect to the Platform.

11. DISCLAIMER OF WARRANTIES

The Services are provided "AS IS" and "AS AVAILABLE." To the maximum extent permitted by law, Gloworder disclaims all warranties—express, implied, statutory, or otherwise—including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranties arising from course of dealing or usage of trade. Gloworder makes no warranty regarding, and disclaims all responsibility for, (a) Establishments' product quality, safety, ingredients, or compliance with law, (b) accuracy or reliability of venue information, or (c) the availability or uptime of the Services.

12. LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, Gloworder will not be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of profits, revenue, data, or goodwill, arising out of or in connection with the Services, even if advised of the possibility. Gloworder's total aggregate liability arising out of or relating to the Agreement will not exceed the greater of (i) the amounts you paid to Gloworder (excluding amounts remitted to Establishments) in the twelve-month period preceding the event giving rise to the claim, or (ii) one hundred U.S. dollars (US \$100). Some states do not allow certain limitations or disclaimers of liability. If those laws apply to you, the above limitations will apply to the maximum extent permitted.

13. INDEMNIFICATION

You will indemnify and hold harmless Gloworder and its officers, directors, employees, affiliates, and agents from and against any third-party claim, demand, liability, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your breach of the Agreement, (b) your misuse of the Services, or (c) if you are an Establishment, any violation of alcohol or consumer-protection law.

14. DISPUTE RESOLUTION & ARBITRATION AGREEMENT - PLEASE READ THIS SECTION CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS.

a. Mandatory Individual Arbitration.

Except for small-claims matters that qualify, any dispute arising under this Agreement will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules.

b. Class-Action Waiver.

Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings or class actions. You and Gloworder waive the right to a jury trial.

c. Opt-Out.

You may opt out of this arbitration agreement within thirty (30) days of first accepting the Terms by emailing legal@gloworder.com with your full name and a clear statement of your intent.

d. Fees & Location.

AAA filing, administrative, and arbitrator fees will be governed by AAA Rules; the arbitration will take place in the U.S. county (or parish) where you reside unless the parties agree otherwise.

15. GOVERNING LAW

Except where pre-empted by federal law (including the Federal Arbitration Act), this Agreement and any dispute will be governed by the laws of the State of Colorado, without regard to conflict-of-laws principles.

16. CHANGES TO TERMS

We may modify these Terms at any time. We will provide notice by posting the updated Terms and updating the “Effective” date above. Changes become effective thirty (30) days after posting. Your continued use after that date constitutes acceptance.

17. TERMINATION

You may discontinue use at any time. We may suspend or terminate your access to all or part of the Services (a) if you violate the Agreement, (b) in response to law-enforcement requests, or (c) to protect the security of the Platform. Sections 8–17 survive any termination. All arbitration provisions expressly survive termination.

18. CONTACT

Questions? Email us at legal@gloworder.com

Privacy Policy

Gloworder Privacy Notice

Effective: June 18, 2025

Thank you for trusting Gloworder, Inc. (“Gloworder,” “we,” “our,” or “us”) with your information. This Notice explains what personal information we collect, how we use and share it, and the choices you have. Capitalized terms used but not defined have the meanings given in the Terms of Use.

1. SCOPE

This Notice applies to personal information we collect from and about Users anywhere in the United States in connection with the Platform. It does not apply to employees or applicants, or to aggregated or de-identified information that cannot reasonably be used to identify you.

2. OVERVIEW OF PRACTICES

We collect information you provide (such as account details, age-verification documents, and order history), information created when you use the Services (such as geolocation, transaction, and device information), and information from other sources (such as identity-verification vendors and payment processors).

We may store and process personal information in the United States and other countries where we or our service providers operate; we rely on Standard Contractual Clauses or comparable safeguards for any cross-border transfers.

We use information to operate, provide, and improve the Services; maintain safety and integrity; comply with legal obligations; and market our Services.

We share information with Establishments to fulfill your orders; with service providers that process data on our behalf; when required by law; with your consent; and in connection with corporate transactions.

We give you meaningful choices, including the ability to access, correct, or delete your data, and to opt out of certain uses.

3. INFORMATION WE COLLECT

a. Information You Provide

- Account and profile: name, email, phone, password, address, date of birth, payment-method details.
- Age-verification: images or scans of government IDs and, where permitted, biometric face geometry for matching.
- Communications: messages to support, feedback, ratings, or other content you submit.

b. Information Created When You Use the Services

- Geolocation: precise GPS location when the app is running (foreground or background) to determine venue proximity, prevent fraud, and facilitate automatic tab close-out.
- Transaction: items ordered, price, taxes, gratuities, time, Establishment, and payment authorization status.
- Device & Usage: device model, operating-system version, IP address, language, app-feature usage, crash logs, and diagnostic information.

c. Information From Other Sources

- Identity-verification and anti-fraud partners, payment processors, publicly available sources, and marketing partners.

4. COOKIES & ANALYTICS

We and our analytics providers use cookies, SDKs, and similar technologies to recognize you, customize the Services, and measure marketing performance. You can disable cookies in your browser, but parts of the Services may not work.

5. HOW WE USE INFORMATION

- Provide, maintain, and improve the Services and develop new features.
- Verify identity and age, facilitate transactions, and send receipts.
- Monitor and help ensure platform integrity, safety, and legal compliance.
- We use rules-based and machine-learning models (e.g., automatic tab close-out, fraud detection) to make real-time decisions; none produces legal or similarly significant effects without human review.
- Send administrative, transactional, and marketing communications (you may opt out of marketing at any time).
- Conduct research, analytics, and machine-learning to enhance user experience.
- Comply with legal obligations and enforce our agreements.

6. SHARING OF INFORMATION

We do not sell or rent your personal information. We disclose it only as described:

a. Establishments & Venue Staff.

We share Customer first name, drink order, assigned color code, and geolocation proximity so that staff can fulfill orders.

b. Service Providers.

Payment processors, cloud-hosting, analytics, ID-verification, customer-support, and marketing vendors that are contractually bound to use information only as instructed.

c. Legal & Safety.

Law enforcement, regulators, or others when required by law or to protect rights, property, or safety of Gloworder, Users, or the public.

d. Business Transfers.

In connection with a merger, acquisition, or sale of assets, subject to customary confidentiality.

e. With Your Consent.

We may share information for other purposes that you direct or consent to.

7. YOUR RIGHTS & CHOICES

Depending on where you live, you may have the right to: (i) access the personal information we hold about you; (ii) request deletion; (iii) correct inaccurate data; (iv) receive a copy in portable format; and (v) opt out of certain processing, including targeted advertising. Submit requests to support@gloworder.com. We will not discriminate against you for exercising rights.

8. DATA RETENTION

We retain personal information for as long as necessary for the purposes described, including as required by alcohol-service, tax, and financial-record laws (typically seven years), to resolve disputes, and to enforce agreements. When no longer required, information is securely deleted or de-identified.

9. SECURITY

We implement administrative, technical, and physical safeguards designed to protect information, including encryption in transit and at rest, limited-access controls, and regular security testing. No method is 100 % secure; we cannot guarantee absolute security. In case of any breach, we will notify affected individuals and regulators as required under applicable U.S. state data-breach laws.

10. CHILDREN

The Services are not directed to, and we do not knowingly collect personal information from, anyone under twenty-one (21) years old. If we learn that a person under 21 has provided personal data, we will delete it.

11. CHANGES

We may update this Notice; we will post the new version with an updated "Effective" date and, where required, provide additional notice.

12. CONTACT US

Questions? Email us at legal@gloworder.com

Community Guidelines

Gloworder Community Guidelines

Effective: June 18, 2025

Gloworder's mission is to make ordering at busy venues faster, safer, and more enjoyable for everyone. These Guidelines explain the standards of behavior we expect from all Users—including Establishments, their staff, and Customers—both on and off the Platform. Violations may lead to warnings, temporary holds, or permanent loss of access.

1. TREAT EVERYONE WITH RESPECT

- No harassment, hate, or discriminatory language or conduct. We do not tolerate racism, sexism, homophobia, transphobia, ableism, or other hateful acts.
- Sexual assault or misconduct is strictly prohibited. Do not touch anyone without consent or make unwelcome comments or advances.
- Aggressive, violent, or threatening behavior is never allowed.

2. HELP KEEP THE COMMUNITY SAFE

a. Age Compliance.

Customers must be at least 21 years old. Establishments must check IDs upon entry or before service.

b. No Impairment on Duty.

Establishment employees may not consume intoxicants to the extent they are impaired while working or reasonably perceived as working or affiliated with the Establishment. Establishments must strictly enforce local “dram-shop” and overservice laws.

c. Property Damage.

Destroying or damaging venue property is prohibited and may result in charges under the Terms of Use § 8(e).

d. Firearms & Weapons.

Except where otherwise prohibited or restricted by venue policy or applicable law, no firearms, knives, or weapons may be brought into Establishments while using the Platform.

e. Account Integrity.

Do not share or transfer your account. Enable device security and keep your login credentials private. You are solely responsible for the possession and security of your device(s) and of any information associated with your account.

f. Service Animals & ADA.

Establishments must welcome service animals and provide reasonable accommodations required by the Americans with Disabilities Act.

g. Prohibited Items.

Illegal drugs, weapons, or any item whose possession or sale is prohibited by law may not be brought into venues or transacted on the Platform.

3. FOLLOW THE LAW

All Users must comply with every applicable federal, state, and local law, including liquor-license rules, health codes, privacy laws, anti-money-laundering statutes, and applicable tax requirements. Establishments are solely responsible for maintaining current licenses and permits.

4. FEEDBACK & REPORTING

We encourage constructive feedback. To report safety concerns, misconduct, or potential violations, email support@gloworder.com. In emergencies, call 911 first.

5. ENFORCEMENT

Gloworder reviews reports and may: (i) contact the parties for more information, (ii) place a temporary hold on an account while investigating, or (iii) deactivate an account immediately in egregious circumstances (e.g., violence, sexual assault, fraud, weapons possession). Decisions are at Gloworder's sole discretion. Users may appeal by emailing support@gloworder.com.

6. UPDATES

We periodically update these Guidelines; continued use of the Services after notice of changes constitutes acceptance.

Thank you for helping to keep Gloworder welcoming and safe. Cheers!