FIXTOCK · LEGAL

Terms & Conditions

Version 2026-10-11 · Effective October 11, 2026 · Reedstem LLC, Aurora, Colorado, USA

These Terms & Conditions are the main agreement between you and Reedstem LLC for the use of Fixtock. They cover your account, your business's workspace, subscriptions and payments, acceptable use, what we are and are not responsible for, and how disputes are resolved. Please read them carefully, especially Sections 15 to 19 and Section 22, which limit our liability and require most disputes to be resolved by individual arbitration rather than in court.

Contents

1. Who we are and what this agreement covers . . . 3
2. Eligibility and authority . . . 3
3. The Service . . . 4
4. Your account and security . . . 4
5. Companies, owners, staff and roles . . . 5
6. Your data and your responsibilities . . . 6
7. Acceptable use and misuse . . . 7
8. Plans, subscriptions and billing . . . 8
9. Price changes . . . 9
10. Refund policy . . . 9
11. Continuity of service, maintenance and availability . . . 10
12. Third-party services . . . 10
13. Suspension and termination by us . . . 11
14. Closing your account, and what happens after . . . 11
15. No warranties . . . 12
16. No guarantee of data safety; data loss . . . 13
17. Limitation of liability . . . 13
18. Indemnity . . . 14
19. Business, regulatory and government matters . . . 14
20. Intellectual property and feedback . . . 15
21. Communications and electronic signatures . . . 15

22. Disputes: governing law, arbitration and class-action waiver 15
23. General terms 17
24. Contact 17

1. Who we are and what this agreement covers

> ***In short:*** *Fixtock is run by Reedstem LLC. By creating an account or using the app, you agree to these Terms, the End-User License Agreement and the Data & Privacy Policy.*

Fixtock ("Fixtock", the "Service" or the "App") is provided by Reedstem LLC, a Colorado limited liability company based in Aurora, Colorado, United States ("Reedstem LLC", "we", "us" or "our").

These Terms & Conditions (the "Terms") form a legally binding agreement between us and you, the person creating or using an account ("you" or "User"). If you use Fixtock for or on behalf of a business, organisation or other entity (a "Company"), you also accept these Terms on behalf of that Company, and "you" includes that Company.

The following documents are part of this agreement and are incorporated by reference: the Fixtock End-User License Agreement (the "EULA"), the Fixtock Data & Privacy Policy (the "Privacy Policy"), any plan, pricing or feature description shown in the App at the time of purchase, and any additional terms we show you for a specific feature. If they conflict, these Terms control, except that the Privacy Policy controls on how we handle personal data and the EULA controls on the licence to the App software.

By tapping "Accept", creating an account, joining a Company, or using the Service in any way, you confirm that you have read, understood and agree to all of these documents. If you do not agree, do not create an account or use the Service.

2. Eligibility and authority

> ***In short:*** *You must be at least 18 and able to make contracts. If you sign up for a business, you must be allowed to bind it.*

You may use Fixtock only if you are at least 18 years old (or the age of majority where you live, if higher) and legally able to enter into a binding contract.

Fixtock is a business tool. It is intended for use by businesses and their staff, not for personal, family or household purposes. You confirm that you use it in the course of a trade, business, profession or employment.

If you create a Company, invite people to it, or accept these Terms on behalf of a Company, you confirm that you have the authority to bind that Company. If you do not have that authority, you are personally responsible for complying with these Terms.

You may not use Fixtock if you are barred from doing so under the laws of the United States or any other applicable country, if you are located in or ordinarily resident in a country or region subject to comprehensive U.S. sanctions, or if you appear on any U.S. government list of prohibited or restricted parties. You may not use Fixtock if we have previously terminated your account for breach of these Terms, unless we agree in writing.

3. The Service

> ***In short:*** *Fixtock helps you record stock, sales, transfers, customers, finances and staff activity. Features change over time.*

Fixtock is a cloud-based inventory, sales, operations and record-keeping platform. Depending on your plan, it may let you, among other things: record products, stock, batches, costs, prices and margins; record sales, returns, transfers, audits, adjustments and stock counts across stores or locations; manage customers, receivables, deposits and refunds; record financial events and view statements, reports, analytics and AI-generated summaries; invite staff and assign roles and permissions; and receive notifications.

We are continuously developing Fixtock. We may add, change, limit, suspend or remove any feature, plan, integration, limit or part of the Service at any time, with or without notice, including for security, legal, technical, operational or business-continuity reasons. We will try to give reasonable notice of changes that materially reduce the core functionality of a paid plan you have already paid for, where it is practical to do so.

Some features may be labelled "beta", "preview", "experimental" or "AI". Those features are provided for evaluation, may be inaccurate or unreliable, and may be changed or withdrawn at any time.

Fixtock is a record-keeping tool. It is not an accounting, tax, legal, financial, auditing, banking, payment or professional advisory service, and it does not hold, move or settle money. Figures shown in the App (including stock values, costs, margins, profit, tax, receivables, balances, statements and forecasts) are calculated only from the information entered by you and your users and may not reflect reality.

4. Your account and security

> ***In short:*** *Keep your details accurate and your password secret. You are responsible for everything done through your account.*

You must give accurate, current and complete information when you register and keep it up to date, including your name, email address and phone number. We may ask you to verify your email address, phone number or identity at any time.

Your account is personal to you. You must not share your login credentials, allow anyone else to use your account, or use another person's account. Each person who uses a Company must have their own account.

You are responsible for keeping your password, devices and email account secure, and for all activity that happens through your account, whether or not you authorised it, until you tell us that your account may have been compromised. Tell us immediately at support@fixtock.com if you suspect unauthorised access.

We are not liable for any loss or damage caused by your failure to keep your credentials or devices secure, by someone using your account with or without your permission, or by your use of a shared, public or compromised device or network.

We may refuse a registration, require a change of username or contact details, or block an email domain or phone number (for example, a disposable email address) at our discretion.

5. Companies, owners, staff and roles

> ***In short:*** *The Owner controls the Company workspace and its data, decides who has access, and is responsible for how staff use Fixtock.*

Owner. The person who creates a Company, or to whom ownership is transferred in the App, is its "Owner". As between the Owner and other users of that Company, the Owner has full administrative control of the Company workspace, including its settings, plan, stores or locations, users, roles, permissions and data, and may delete Company data.

Members. Other users ("Members", including Admins, Managers, Editors, Viewers, staff, employees or contractors) join a Company by invitation and have only the access their role grants. Every Member must accept these Terms personally. A Member's access to a Company may be changed, suspended or removed by the Owner or an authorised Admin at any time, and ends automatically if the Company is closed or its account is terminated.

Responsibility for staff. The Company and its Owner are responsible for: choosing whom to invite and which roles and permissions to give them; supervising staff; removing access promptly when someone leaves or should no longer have access; and every action taken by its Members in Fixtock. We do not verify the identity, honesty, competence or authority of any Member, and we are not responsible for theft, fraud, errors, data deletion, data leaks, misuse of permissions or any other act or omission of a Company's Members, former Members or anyone using their accounts.

Employment matters. Fixtock is not an employer, staffing agency, payroll provider or HR system. Any relationship between a Company and its staff (including employment, pay, discipline, monitoring and dismissal) is solely between them. A Company that uses Fixtock records (such as activity logs, audit trails, sales attribution or stock variances) to monitor or make decisions about staff is responsible for complying with all employment, privacy and monitoring laws that apply to it, including giving any required notices to staff.

Company data belongs to the Company. Data entered into a Company workspace belongs to that Company (subject to our rights under these Terms), not to the individual Member who entered it. When a Member leaves or is removed, the records they created stay with the Company, including their name and the actions attributed to them in audit trails and history.

Disputes about control. If there is a dispute about who owns or controls a Company or its data (for example, between co-founders, partners, directors, shareholders, the Owner and staff, a buyer and a seller of a business, or heirs or administrators), we are not required to decide it. We may rely on the Owner recorded in the App, freeze changes, suspend access, or require a court order, a written agreement signed by all parties, or other evidence we find satisfactory before acting. We are not liable for any loss arising from our acting, or not acting, in good faith in such a dispute.

Owner unavailability. If an Owner dies, becomes incapacitated, or is unreachable, we may, but are not required to, transfer ownership or provide data to another person who gives us evidence of their legal

authority that is satisfactory to us.

6. Your data and your responsibilities

> ***In short:*** *You are fully responsible for the data you put into Fixtock and for the decisions you make with it. Fixtock does not check that your figures are right.*

"Your Data" means all information and content that you or your Members enter, upload, import or create in Fixtock, including product, stock, price, cost, sales, customer, supplier, financial, staff and location data, and the reports generated from it.

You are solely responsible for Your Data, including its accuracy, completeness, legality, quality and integrity, and for having all rights, consents and notices needed to collect it and put it into Fixtock. We do not review, verify, audit or validate Your Data or the business correctness of any entry, calculation input or setting.

You acknowledge that incorrect, incomplete, duplicated, late or deleted entries (including wrong quantities, prices, costs, tax rates, currencies, units, dates, locations or customer details), misconfigured settings, unsynced or offline devices, and actions taken by Members can produce incorrect stock levels, valuations, margins, profits, taxes, balances, statements, reports, alerts, AI outputs and other results, and that we are not liable for any of them.

You are responsible for: checking all figures before relying on them; reconciling Fixtock records with physical stock, cash, bank and payment records; keeping your own independent backups and copies of any records you are required by law or need for your business (we strongly recommend regular exports); and obtaining professional accounting, tax, legal and financial advice. Fixtock does not replace an accountant, auditor, bookkeeper, lawyer or tax adviser, or any statutory record-keeping system you are required to maintain.

Customer and third-party personal data. When you record personal data about your customers, suppliers, staff or other people (for example names, phone numbers, emails, addresses, customer IDs, balances and purchase history), the Company is the "controller" (or "business") of that data and we process it on the Company's behalf as described in the Privacy Policy. You must have a lawful basis to collect and use it, give the people concerned any notices required by law, honour their privacy rights, and not enter any personal data you are not allowed to share with us.

Prohibited data. You must not enter into Fixtock: payment card numbers, bank account passwords or PINs, government ID or Social Security numbers, health or medical information, biometric data, data about children under 16, criminal records, precise geolocation of individuals, or other sensitive or special-category data, unless a feature is clearly designed for it. We are not responsible for any such data that you choose to enter.

Licence to us. You grant us a worldwide, non-exclusive, royalty-free licence to host, store, copy, process, transmit, display, back up and modify Your Data only as needed to provide, secure, support and improve the Service, to comply with law, and as described in the Privacy Policy. This licence lasts for as long as we hold Your Data. We may also create and use aggregated or de-identified data that does not identify you, your Company or any person, for any lawful purpose, including improving the Service and producing

statistics; such data is ours.

7. Acceptable use and misuse

> ***In short:*** *Use Fixtock lawfully and only for its intended purpose. Do not attack, abuse, copy or overload it.*

You must not, and must not allow anyone else to:

- use the Service for any unlawful, fraudulent, deceptive or harmful purpose, including money laundering, tax evasion, sale of illegal, counterfeit, stolen or restricted goods, price-fixing, or falsifying business, tax or financial records;
- enter false, misleading or fabricated records intended to deceive a tax authority, auditor, lender, investor, insurer, buyer, court, government agency or any other person;
- infringe anyone's intellectual property, privacy or other rights, or upload content that is defamatory, obscene, hateful, harassing or threatening;
- access, or try to access, another person's account, another Company's data, or any part of the Service you are not authorised to use, or bypass any role, permission, plan limit, payment, rate limit or security control;
- probe, scan, test the vulnerability of, hack, disrupt, overload, or interfere with the Service, its servers or networks, or introduce viruses, malware or harmful code;
- copy, modify, translate, decompile, disassemble or reverse-engineer the App or Service, except to the limited extent applicable law expressly permits despite this restriction;
- use bots, scrapers, scripts or automated means to access or extract data from the Service, or use the Service to build a competing product;
- resell, sublicense, rent, lease, white-label or provide the Service to third parties, or let more people use one account, except as a plan expressly allows;
- create multiple accounts or Companies to avoid plan limits, fees, a suspension or a ban, or misuse free plans, trials, promotions or referral offers;
- impersonate any person or business, or misrepresent your relationship with anyone;
- use AI features to generate unlawful, harmful or misleading content, or rely on AI outputs as professional advice;
- use the Service in any way that could damage our reputation, expose us to liability, or harm other users.

"Not properly used". The Service is designed to be used as described in the App and our help materials. We are not responsible for results, losses or errors that arise from using Fixtock in a way it was not designed for, from workarounds, from unsupported devices, operating systems, modified (rooted or jailbroken) devices or outdated app versions, or from ignoring warnings and confirmations shown in the App.

We may investigate any suspected breach of this Section, cooperate with law enforcement, and take any action described in Section 13, without notice where we consider it necessary.

8. Plans, subscriptions and billing

> ***In short:*** *Paid plans are billed through the Apple App Store or Google Play and renew automatically until you cancel in your store account.*

Plans. Fixtock offers a free plan and paid plans (currently including Lite, Pro and Enterprise). Each plan has its own features and limits (for example, number of stores or stock items). Plans, features and limits are described in the App and may change under Section 3 and Section 9.

Who bills you. Paid subscriptions bought in the App are sold and billed by Apple (App Store) or Google (Google Play) (each an "App Store"), using the payment method in your App Store account, under the App Store's terms. Where we offer another payment method (for example, a card processor on our website), the terms shown at checkout also apply. We do not receive or store your full payment card details.

Automatic renewal. Subscriptions renew automatically at the end of each billing period (for example, monthly or yearly) at the then-current price, and your payment method is charged, unless you cancel at least 24 hours before the end of the current period (or within any other cancellation window the App Store sets). By subscribing, you authorise these recurring charges.

How to cancel. You can cancel at any time in your App Store account's subscription settings (the App links to it from Subscription). Deleting the App, removing a Member, or deleting your account does not by itself cancel a subscription billed by an App Store. When you cancel, the subscription stays active until the end of the period you have paid for and then does not renew.

Per-Company subscriptions. A subscription applies to the Company it was bought for. The subscription is linked to the App Store account that purchased it, and an App Store account may be linked to only one Company at a time. If the person who paid for a Company's subscription leaves, loses access, or cancels, the Company may lose its paid features. The Company is responsible for arranging who pays for its plan.

Free trials and promotions. If we offer a free trial or promotional price, it converts automatically into a paid subscription at the regular price at the end of the trial or promotional period unless you cancel before it ends. Trials and promotions are limited to one per Company and per person unless stated otherwise, and we may withdraw them at any time.

Taxes. Prices may or may not include sales tax, VAT, GST or similar taxes depending on the App Store and your location. You are responsible for any taxes, duties or bank or currency-conversion fees that apply to your purchase, other than taxes on our income.

Failed payments. If a payment fails, the App Store may retry it and may give a grace period. If payment is not made, your Company may be moved to the free plan or have paid features restricted.

Plan limits and downgrades. If your Company moves to a lower plan or the free plan (for example, because a subscription is cancelled, expires, is refunded or fails), features and limits of that plan apply immediately. Data that exceeds the new limits is not deleted because of the downgrade, but you may be unable to add to it, edit it, or use some features until you upgrade or reduce your usage. We are not liable for any business interruption caused by a downgrade.

9. Price changes

> ***In short:*** *We may change our prices at any time. New prices apply from your next renewal, with any notice your App Store or the law requires.*

To keep Fixtock running and to ensure business continuity, we may change our prices, plans, plan contents, limits and fees, and introduce new charges, at any time and for any reason, including changes in our costs, taxes, currency exchange rates or the market. To the fullest extent permitted by law, we are not required to give you prior written notice of a price change.

A price change for an existing subscription takes effect from the start of your next billing period after the change, not during a period you have already paid for. Where an App Store or applicable law requires that subscribers be notified of, or consent to, a price increase, that notice will be given (by us, the App Store, or both, including by in-App message or email) and, where consent is required and you do not give it, your subscription will not renew at the new price.

If you do not agree with a price change, your only remedy is to cancel your subscription before the new price takes effect. If you continue your subscription after the change takes effect, you accept the new price.

Prices shown in the App may vary by country, currency, App Store and platform, and may differ from prices shown elsewhere.

10. Refund policy

> ***In short:*** *Payments are generally non-refundable. App Store purchases are refunded only by Apple or Google under their own policies.*

Except where this Section says otherwise or where the law requires it, all fees are non-refundable, and we do not give refunds or credits for partial billing periods, unused time, unused features, downgrades, unused stores or stock-item allowances, periods when you did not use the Service, or accounts suspended or terminated for breach of these Terms.

App Store purchases. Subscriptions bought through the Apple App Store or Google Play are processed by Apple or Google. We cannot issue refunds for them directly. Any refund request must be made to Apple (reportaproblem.apple.com) or Google Play (through your Google Play order history) and is decided by them under their policies. If an App Store refunds a purchase, the related subscription may end immediately and your Company may move to the free plan.

Purchases made directly with us. If you bought a plan directly from us, you may ask for a refund at support@fixtock.com within 14 days of your first payment for that plan if you have not substantially used the paid features; we decide such requests at our discretion and in good faith. Renewal payments are non-refundable.

Our termination without cause. If we terminate your paid subscription for convenience (not because of your breach, fraud, non-payment, legal requirement or risk to the Service) before the end of a billing period you paid us for directly, we will refund the unused portion of that period on a pro-rata basis. For App Store purchases, we will support any refund request you make to the App Store.

Statutory rights. Nothing in this Section removes any non-waivable refund or cancellation right you have under the law of the place where you live.

Chargebacks. If you dispute a charge with your bank or card issuer instead of contacting us or the App Store first, we may suspend your account until the dispute is resolved.

11. Continuity of service, maintenance and availability

> ***In short:*** *We work to keep Fixtock running, but we do not promise it will always be available, fast or error-free.*

We aim to make the Service available most of the time, but it is provided "as available". The Service may be unavailable, slow, limited or interrupted, in whole or in part, at any time, including for planned or emergency maintenance, updates, migrations, security incidents, outages of our hosting, cloud, AI, email, SMS, notification, payment or App Store providers, internet or power failures, device or operating-system issues, or events outside our control. We do not offer a service-level agreement or uptime guarantee unless we sign a separate written agreement with you that says so.

The App may require an internet connection to save, sync or load data. Data entered while offline or on a device with an unreliable connection may be delayed, duplicated, rejected or lost, and records on different devices may conflict. You are responsible for confirming that important entries have saved.

We may require you to update the App to continue using the Service, and may stop supporting older app versions, devices or operating systems.

Business continuity and discontinuation. We may discontinue the Service, a plan or a feature, or wind down our business, at any time. If we decide to permanently discontinue the whole Service, we will try to give at least 30 days' notice in the App or by email and an opportunity to export Your Data using the export features then available, unless that is not possible for legal, security or other reasons beyond our control. If we transfer the Service to another provider as part of a merger, acquisition, reorganisation or sale of assets, these Terms and your account may be transferred to that provider.

12. Third-party services

> ***In short:*** *Fixtock relies on other companies' services (like Google, Apple and payment providers). We are not responsible for them.*

The Service uses and may link to services, software and content provided by third parties, including cloud hosting and database services, authentication, push notifications, email and SMS delivery, AI models, analytics and crash reporting, payment and subscription management, and App Stores ("Third-Party Services"). Your use of Third-Party Services may be governed by their own terms and privacy policies.

We do not control and are not responsible for Third-Party Services, including their availability, accuracy, security, data handling, pricing or changes, and we are not liable for any loss caused by them. If a Third-Party Service stops being available to us on reasonable terms, we may stop offering the related feature.

Any dealings you have with other businesses, suppliers, customers or users through or because of Fixtock, including any goods, payments, deliveries, transfers, credit, returns, refunds, deposits or disputes, are solely between you and them. We are not a party to those dealings and are not liable for them.

13. Suspension and termination by us

> ***In short:*** *We can suspend, restrict or close accounts or Companies when it's necessary, including for misuse, legal reasons, security risks or non-payment.*

We may, at our discretion and to the extent permitted by law, suspend, restrict, disable or terminate your account, any Member's account, any Company, any feature, or your access to all or part of the Service, and remove or disable access to any data, at any time, if we reasonably believe that:

- you or a Member breached these Terms, the EULA or the Privacy Policy, or used the Service unlawfully, fraudulently or abusively;
- this is necessary to protect the Service, our systems, us, other users or any third party from harm, a security risk, liability or legal exposure;
- we are required to do so by law, regulation, court order or a request from a government or law-enforcement authority;
- fees are unpaid, a payment was reversed or charged back, or there are signs of payment fraud;
- your account or Company has been inactive as described in the Privacy Policy;
- information you gave us is false or you cannot be verified; or
- we are discontinuing the Service or the relevant feature, or offering it is no longer commercially reasonable.

We will try to give notice and, where appropriate, a chance to fix the issue before taking action, but we may act immediately and without notice where we consider it necessary, especially in cases of abuse, fraud, security risk or legal requirement. We may also terminate these Terms for any reason with at least 30 days' notice.

We are not liable to you, your Company, your Members or any third party for any suspension, restriction or termination carried out under these Terms, or for any resulting loss of data, revenue, business or access.

14. Closing your account, and what happens after

> ***In short:*** *You can leave at any time. After closure, access ends and your data is retained or deleted as the Privacy Policy describes.*

You may stop using the Service at any time. You can ask us to delete your personal account through the App (where available) or by emailing support@fixtock.com from your account email. Remember to cancel any App Store subscription separately (see Section 8).

If you are the only Owner of a Company, you must transfer ownership to another Member or close the Company before or when you close your account. If you close your account without doing so, we may close the Company and delete its data as described in the Privacy Policy. Closing a Member account does

not delete the Company's records created by that Member.

When your account, a Company or these Terms end for any reason: your licence to use the App ends; access to the related data ends; we may delete Your Data after the retention periods in the Privacy Policy, and we have no obligation to keep it, return it or provide it to you after that, except as required by law; and any fees owed remain payable. It is your responsibility to export the data you need before closure.

Former users. After your account ends, these Terms continue to apply to your past use of the Service. You must not try to access a Company or data you no longer have permission to access.

Survival. Sections 5 (disputes about control), 6, 7, 10, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, and any other terms that by their nature should survive, survive the end of these Terms.

15. No warranties

> ***In short:*** *Fixtock is provided "as is". We make no promises that it will be accurate, error-free, secure or suitable for your business.*

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE, THE APP, ALL CONTENT, CALCULATIONS, REPORTS, NOTIFICATIONS AND AI OUTPUTS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE ABOVE, WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT DEFECTS OR BUGS WILL BE CORRECTED; THAT ANY CALCULATION, STOCK LEVEL, VALUATION, MARGIN, PROFIT, TAX, BALANCE, STATEMENT, REPORT, FORECAST OR AI OUTPUT WILL BE ACCURATE, COMPLETE OR RELIABLE; THAT DATA WILL NOT BE LOST, CORRUPTED, DELAYED OR DISCLOSED; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR COMPLY WITH ANY LAW OR STANDARD THAT APPLIES TO YOUR BUSINESS; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Software errors. You acknowledge that software, including Fixtock, can contain errors, bugs, defects, miscalculations, rounding differences, synchronisation problems, display errors and security vulnerabilities, and that updates can introduce new ones. To the maximum extent permitted by law, we are not liable for any loss or damage caused by any error, bug, defect, outage or inaccuracy in the App or the Service, whether or not we knew of it. You use the Service at your own risk and must check important results independently.

AI features. AI-generated summaries, insights, answers and recommendations are produced automatically by machine-learning models from Your Data and may be incomplete, outdated, biased or wrong, including in ways that seem confident. They are not professional advice. You are solely responsible for evaluating them and for any decision you make using them.

Some jurisdictions do not allow certain warranty exclusions, so some of the above may not apply to you; in that case, warranties are limited to the shortest period and smallest extent the law allows.

16. No guarantee of data safety; data loss

> ***In short:*** *We protect your data with reasonable security, but no system is perfectly safe. We are not liable for data loss, and you must keep your own backups.*

We use reasonable administrative, technical and physical safeguards, as described in the Privacy Policy. However, no method of transmission, storage, encryption or security is completely secure, and we cannot and do not guarantee the absolute security, integrity, confidentiality or availability of Your Data or any information you send us.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY LOSS, DELETION, CORRUPTION, ALTERATION, DELAY, DISCLOSURE OR UNAUTHORISED ACCESS TO OR USE OF YOUR DATA, OR FOR THE COST OF RECREATING OR RECOVERING IT, WHETHER CAUSED BY HACKING, MALWARE, SYSTEM FAILURE, SOFTWARE ERROR, THIRD-PARTY SERVICE FAILURE, HUMAN ERROR, ACTIONS OF YOUR MEMBERS OR FORMER MEMBERS, DELETION BY YOU OR AT YOUR REQUEST, SUSPENSION OR TERMINATION, OR ANY OTHER CAUSE.

We may make backups for our own disaster-recovery purposes, but we are not a backup service and do not promise that data can be restored. You are responsible for maintaining independent copies of any data that is important to you or that you must keep by law.

If we become aware of a security breach that affects your personal data, we will notify you and any regulator as and when required by applicable law.

17. Limitation of liability

> ***In short:*** *Our total liability is capped at what you paid us in the last 12 months (or US$100 if more), and we're not liable for indirect losses such as lost profits or business interruption.*

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL REEDSTEM LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS (THE "FIXTOCK PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, SALES, BUSINESS, CONTRACTS, CUSTOMERS, GOODWILL, REPUTATION, ANTICIPATED SAVINGS, OPPORTUNITY, TIME, PRODUCTIVITY, DATA, STOCK OR INVENTORY, MONEY OR FUNDS; BUSINESS INTERRUPTION; COST OF SUBSTITUTE GOODS OR SERVICES; TAX PENALTIES, INTEREST, FINES OR ASSESSMENTS; OR LOSSES CAUSED BY THEFT, FRAUD OR MISCONDUCT OF ANY PERSON, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE APP OR THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE FIXTOCK PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE, THE APP OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED U.S. DOLLARS (US$100).

These limits apply even if a remedy fails of its essential purpose, and they are a fundamental basis of the bargain between us; we would not provide the Service without them. They do not limit liability that cannot be limited by law, such as liability for death or personal injury caused by negligence, or for fraud, gross negligence or wilful misconduct where the law does not allow a limit.

Any claim relating to the Service must be brought within one (1) year after the claim arose, or it is permanently barred, to the extent the law allows.

18. Indemnity

> ***In short:*** *If your use of Fixtock, your data, your staff or your business causes a claim against us, you cover our costs.*

To the maximum extent permitted by law, you (and your Company) will defend, indemnify and hold harmless the Fixtock Parties from and against any claims, demands, actions, investigations, losses, damages, fines, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to: your or your Members' use or misuse of the Service; Your Data, including any claim that it infringes or violates anyone's rights or the law; your breach of these Terms or of any law; your dealings with your customers, suppliers, staff, other businesses or government authorities; any tax, regulatory or employment matter relating to your business; or any dispute between people about control of a Company or its data. We may take control of the defence of any such claim at your expense, and you will cooperate with us.

19. Business, regulatory and government matters

> ***In short:*** *You are responsible for your own legal, tax and regulatory compliance. Fixtock records do not make you compliant.*

You are solely responsible for complying with all laws, regulations, licences and standards that apply to your business and to your use of the Service, including those on tax, invoicing and receipts, record-keeping, consumer protection, pricing, product safety, controlled or regulated goods, anti-money-laundering, employment, data protection and export controls. Using Fixtock does not mean that your records, receipts, invoices or reports meet any legal, tax or audit requirement.

If a government authority, tax authority, regulator or auditor requests information about your business, you are responsible for responding using your own records. We may respond to legal requests made directly to us as described in the Privacy Policy.

Export and sanctions. You must comply with all U.S. and other applicable export-control and sanctions laws. You must not use or export the Service in violation of them.

U.S. government users. The App and Service are "commercial items" and "commercial computer software" and are provided to U.S. government users only with the rights given to all other users under these Terms.

20. Intellectual property and feedback

> ***In short:*** *Fixtock, its software, design and brand belong to us. If you send us ideas, we may use them freely.*

The Service, the App and all related software, code, designs, text, graphics, logos, trademarks, names, interfaces, documentation and other materials (excluding Your Data) are owned by Reedstem LLC or its licensors and are protected by intellectual-property laws. Apart from the limited licence in the EULA, no rights are granted to you, and all rights not expressly granted are reserved. You must not use our names, logos or trademarks without our written permission.

If you send us suggestions, ideas, bug reports or other feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free licence to use it for any purpose without any obligation to you.

If you believe that content in the Service infringes your copyright, email support@fixtock.com with the subject "Copyright notice" and the information required by 17 U.S.C. § 512(c)(3).

21. Communications and electronic signatures

> ***In short:*** *You agree to receive notices electronically, and tapping "Accept" counts as your signature.*

You consent to receive communications from us electronically, including by email, SMS, push notification and in-App messages, about your account, security, transactions, changes to the Service or these Terms, and other service matters. Electronic communications satisfy any legal requirement that a communication be in writing. Notices to you are effective when sent to the email address on your account or displayed in the App. You can opt out of marketing messages, but not of essential service and security messages while you have an account.

You agree that tapping "Accept", checking a box, or otherwise indicating acceptance electronically is your electronic signature and has the same legal effect as a handwritten signature, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act and similar laws. We keep a record of the version of each document you accepted and when.

Notices to us must be sent to support@fixtock.com with the subject "Legal notice", and are effective when we receive them.

22. Disputes: governing law, arbitration and class-action waiver

> ***In short:*** *Colorado law applies. Most disputes go to individual, binding arbitration, not court, and not as class actions. You can opt out of arbitration within 30 days.*

Informal resolution first. Before starting any formal proceeding, you and we agree to try to resolve any dispute informally. The party with a dispute must send the other a written notice describing it and the relief sought (to us at support@fixtock.com, subject "Dispute notice"), and both parties will negotiate in good faith for at least 60 days.

Governing law. These Terms and any dispute arising out of or relating to them or the Service are governed by the laws of the State of Colorado, United States, and applicable U.S. federal law, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Binding arbitration. Except as stated below, any dispute, claim or controversy arising out of or relating to these Terms, the EULA, the Privacy Policy or the Service (a "Dispute") will be resolved by final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or, if the AAA determines that its Consumer Arbitration Rules apply, those rules). The arbitration will be conducted in English by a single arbitrator, in Aurora or Denver, Colorado, or by video conference or written submissions if the parties agree or the rules allow. The arbitrator may award any individual relief a court could award, and judgment on the award may be entered in any court with jurisdiction. The Federal Arbitration Act governs this Section.

Exceptions. Either party may bring an individual claim in small-claims court if it qualifies, and either party may seek an injunction or other equitable relief in court to protect its intellectual property, confidential information or the security of the Service.

Class-action and jury waiver. YOU AND WE AGREE THAT EACH MAY BRING DISPUTES 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. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, YOU AND WE WAIVE ANY RIGHT TO A JURY TRIAL.

Opt-out. You may opt out of this arbitration agreement by emailing support@fixtock.com with the subject "Arbitration opt-out", your name, your account email and a clear statement that you opt out, within 30 days after you first accept these Terms. Opting out does not affect any other part of these Terms.

Courts. Any Dispute not subject to arbitration will be brought exclusively in the state courts located in Arapahoe County, Colorado, or the United States District Court for the District of Colorado, and you and we consent to the personal jurisdiction of those courts.

Users outside the United States. If you live in a country whose laws give you a non-waivable right to bring proceedings in your local courts or to rely on your local consumer or data-protection law, nothing in this Section removes that right.

Severability of this Section. If the class-action waiver is found unenforceable for a Dispute, that Dispute (and only that Dispute) must be decided in court and not in arbitration.

23. General terms

> ***In short:*** *Standard legal terms about changes to these Terms, how they're interpreted, and events beyond our control.*

Changes to these Terms. We may change these Terms, the EULA or the Privacy Policy at any time. We will post the updated version with a new "Effective" date and version. If a change is material, we will notify you in the App or by email and may ask you to accept the updated documents before you continue using the Service. Changes take effect when posted, or on the date stated in the notice. If you do not agree to a change, you must stop using the Service and close your account; continuing to use the Service after a change takes effect means you accept it. Changes will not apply retroactively to Disputes we already knew about.

Force majeure. We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, riots, civil unrest, government action, sanctions, labour disputes, power or internet failures, cyberattacks, or failures of hosting, cloud, telecommunications, AI, payment or App Store providers.

Assignment. You may not assign or transfer these Terms or your account without our written consent. We may assign or transfer them, in whole or in part, without your consent, including to an affiliate or in connection with a merger, acquisition, reorganisation or sale of assets.

Entire agreement. These Terms, together with the EULA, the Privacy Policy and any documents they refer to, are the entire agreement between you and us about the Service and replace any earlier agreements or statements.

Severability and waiver. If any provision is found invalid or unenforceable, it will be enforced to the maximum extent permitted and the rest of these Terms will remain in force. Our failure to enforce any provision is not a waiver of our right to do so later.

Independent parties. Nothing in these Terms creates a partnership, joint venture, agency, employment or fiduciary relationship between you and us. There are no third-party beneficiaries of these Terms, except as stated in the EULA for App Stores.

Interpretation. Headings and "In short" summaries are for convenience only and do not limit or change the legal text. "Including" means "including without limitation". If these Terms are translated, the English version controls.

24. Contact

> ***In short:*** *Questions? Email support@fixtock.com.*

Reedstem LLC, Aurora, Colorado, United States. Mailing address: available on request by email.

Email: support@fixtock.com (for legal notices use the subject "Legal notice"; for privacy matters use the subject "Privacy request").

Acceptance. By tapping “Accept” in the Fixtock app, creating an account or using the Service, you confirm that you have read, understood and agree to this Terms & Conditions, version 2026-10-11. Keep a copy of this PDF for your records.