

## **Round the Corner** — Terms & Conditions

CONFIDENTIALRound the Corner - Terms and Conditions (Consolidated v1.1 | Effective Aug 23, 2025) 1. Acceptance of Terms By accessing or using Round the Corner (the 'App'), you agree to be bound by these Terms and Conditions (the 'Terms'). If you do not agree, do not use the App. 2. Eligibility You must be at least 18 years old to use the App or register as a vendor without consent. Vendors aged 15-17 may participate only with verified parental/guardian approval (collected during onboarding). Vendors under 15 are not permitted. All participation by vendors under 18 must comply with applicable state child labor laws. By registering, you represent that the information you provide is accurate, complete, and current. 3. User Roles - Food Vendors Includes food trucks, caterers, and mobile chefs/home cooks.

■ Provide accurate business info (EIN/SSN, valid banking, contact) and a completed W-9; maintain accurate menus, pricing, and availability. Fulfill orders honestly and on time. Pre-orders must be prepared no earlier than 15 minutes prior to pickup/delivery. All orders must meet applicable food quality and safety standards. Round the Corner (RTC) may suspend vendors in violation of regulations and is not responsible for vendor failures. Vendors with reviews below 3.0 enter a 90-day probation, complete a free consultation, and provide monthly updates. RTC may permanently suspend vendors who fail probation. 3a. User Roles - Ad Vendors Includes businesses purchasing in -app advertising space. Provide accurate ad content and comply with advertising laws. All ad interactions are solely between Ad Vendor and customer. 4. Payments and Fees Customers may pay via Apple Pay or Google Pay; RTC does not store card data. Cash is allowed for pickup/on -delivery only. A flat 3.5% order processing fee applies to all orders. When paid in -app, this covers card processing; when cash, it applies as a platform marketplace fee. Food Vendors are charged a platform fee (3.5%-5.5% of sales), deducted from payouts.

Ad Vendors pay in advance: invoices due by the 5th of each month for placement the following month; any Ad Vendor unpaid by the 10th forfeits placement. Vendors are charged a daily payout fee as determined by the payout company; deducted from payouts. RTC may increase advertising costs for celebrity, corporate, or high -profile campaigns at market-based rates. All customer fees are disclosed at checkout and paid in advance by the customer. 5. Payouts Food Vendors receive daily payouts based on daily sales, excluding bank holidays or events outside RTC's control (e.g., natural disasters, bank outages). Deductions include subscription tier fees (per sale), refunds, and payout transaction fees. Payouts are facilitated through a licensed third -party provider (currently our payment partner via ACH). RTC may change payout providers or methods without notice, provided payout frequency and fee structures remain consistent with Exhibit B.

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Vendors must comply with food safety laws and standards. ■ RTC is not responsible for Ad Vendor content. 7. Limitation of Liability Use of the App is at your own risk. To the maximum extent permitted by law, RTC is not liable for vendor errors, food quality, delays, outages, delivery performance, or Ad Vendor content. 8. Indemnification Vendors and Ad Vendors agree to indemnify, defend, and hold harmless RTC, its affiliates, officers, employees, and agents from and against claims, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising out of or related to: ■ Vendor content, menu items, advertising content, or services offered; ■ Failure to comply with applicable food safety, labor, advertising, or consumer protection laws; ■ Customer injuries, illnesses, or disputes resulting from Vendor products or services; ■ Any breach of these Terms, which may result in removal from the platform, forfeiture of funds, suspension of payouts, and/or legal action at RTC's discretion. 9. Dispute Resolution ■The parties will first attempt resolution through good -faith negotiation. If unresolved, disputes shall be settled by binding arbitration under the rules of the American Arbitration Association and the laws of the State of South Carolina. ■Each party waives the right to bring or participate in class -action lawsuits. Arbitration does not preclude either party from seeking equitable relief in a court of competent jurisdiction. 10. Spotlight Features ■ RTC may "spotlight" Vendors within the App for increased visibility through promotional features. 

Spotlights are based on Vendor tier (e.g., Elite at 5.5% when launching new items) and customer reviews/ratings. ■ Vendors may not pay for Spotlight placement. RTC reserves the sole right to determine which Vendors are spotlighted and the duration of such features. 11. Delivery Vendors agree to accept a flat \$5 delivery fee plus tips. Any cash tips received by the vendor are 100% vendor profit. Vendor agrees that \$5 delivery fee is also included with the per sale fee. RTC does not include or accept tips on behalf of the vendor. ■All aspects of delivery (timing, availability, methods, service quality) are the sole responsibility of the Food Vendor. ■RTC does not manage, control, or guarantee delivery and is not liable for delays, quality issues, or delivery disputes. ■Ad Vendors who provide delivery or services remain fully responsible for those services. ■Customers engaging with Ad Vendors also agree to follow any lawful and ethical terms and conditions published by the Ad Vendor.

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Payout Schedule: Daily (excluding bank holidays or events outside RTC's control). ■Payment Methods: Apple Pay / Google Pay or cash pickup. ■Food Vendor Add -Ons: Social Media \$125/month; Printer Setup \$50 (one -time); Event Bookings\$125/month. ■Ad Vendors: In-App Advertising \$125/month; Social Media \$125/month. ■Customer Checkout: Flat 3.5% order processing fee; Sales Tax per state law. Exhibit C - Fraud Detection & Transaction Monitoring Policy RTC may withhold payouts, suspend accounts, pursue civil or criminal action, share information with processors or law enforcement, and charge back vendors for excessive refunds. Reviewed quarterly. The full policy is incorporated by reference. Contact Information Round the Corner<sup>TM</sup> - 6650 Rivers Ave, Ste 105 #311601, North Charleston, SC 29406 | Email: support@roundthecornerapp.com | Phone: (800) 410-7053