

TacApp

TacApp Technologies LLC · 8735 Dunwoody Place, STE N, Atlanta, GA 30350, United States · (770) 268-8830
tacapp.io · gettacapp.com · Effective: October 21, 2026 · Last updated: October 17, 2026

TERMS OF SERVICE

The agreement between TacApp Technologies LLC and the business using our websites, applications, kiosk software, and related services.

1 · AGREEMENT

By accessing or using the Service you agree to these Terms. If you accept on behalf of a company, you represent that you may bind it.

The documents that make up this agreement. These Terms, together with the following, are the entire agreement between you and TacApp and replace anything said before them:

- the **Refund & Cancellation Policy**
- **Exhibit A — the Data Processing Addendum**, which is part of these Terms, takes effect with them, and needs no separate signature. If your own procedures require a separately executed copy, write to legal@tacapp.io and we will provide one on identical terms
- the plan and pricing shown at checkout

Documents that inform you but are not terms of this contract. The **Privacy Policy**, the **Cookie Policy**, the **Consumer Health Data Policy**, and the **Accessibility Statement** describe how we operate. They apply to your use of the Service and we keep them accurate, but they are notices, not promises made to you in exchange for payment: they do not add warranties to Section 17, and a measurement reported in the Accessibility Statement is a description of what we found, not a specification we contract to meet. The Data Processing Addendum, not the Privacy Policy, is where our obligations to you on personal information are stated.

Order of precedence. If these Terms conflict with any of the documents above, these Terms control — except that the Refund & Cancellation Policy controls on refunds, cancellation, renewal, and pricing mechanics, and the Data Processing Addendum controls on the handling of personal information. Nothing in this order of precedence reduces a right you have under applicable law.

2 · DEFINITIONS

"Service" means our websites, the dealer admin panel, the branded customer applications, the kiosk software, and the related support and billing operations.

"You" and **"dealer"** mean the business that has a subscription.

"Your customers" or **"end customers"** mean the individuals who use the application you brand, visit your locations, or whose records you keep in the Service.

"Customer data" means the data you and your staff put into your tenant, and the data your customers give you through the Service.

"Tenant" means the isolated area of the Service that holds your configuration and your customer data. Data in your tenant is visible only to you and to TacApp personnel who need access to operate and support the Service.

"Evidentiary records" means signed waivers and acknowledgments, incident records, and the photographs attached to them, held in the write-once storage described in Section 9.

3 • THE SERVICE

TacApp provides a white-label loyalty, messaging, booking, training, and check-in platform. The features available to you depend on your plan.

We may improve or modify the Service. **We will not materially reduce a feature you are paying for during a paid term.** If we must discontinue a material feature for legal or security reasons, we will tell you as far in advance as we can and, at your choice, refund the unused portion of your term on a pro-rata basis.

4 • YOUR ACCOUNT AND STAFF ACCESS

You are responsible for your account credentials, for the staff accounts you create, and for the roles you assign. Tell security@tacapp.io promptly if you suspect unauthorized access.

5 • YOUR DATA AND YOUR CUSTOMERS

Your customer data is yours. You decide what is collected in your tenant and for what purpose; we process it to provide the Service, on your instructions, under the Data Processing Addendum.

Notices you owe. You are responsible for giving a privacy notice to your customers and, where required, to other individuals whose information you record in the Service — including individuals named in an incident record who hold no account with you. You are responsible for the lawfulness of what you collect, record, and send. We publish a notice template you may adapt; adapting it does not transfer the responsibility to us.

Lists you bring with you. You may import an existing customer list into your tenant, or ask us to import one for you. When you do, you represent that **each person on that list has consented to be contacted by you** for the purposes you will use the Service for, and that you are able to show that consent if you are asked for it. This is a representation about consent, not about possession: holding someone's email address is not the same as being allowed to email them, and that distinction is where your exposure under the CAN-SPAM Act and its state equivalents begins and ends.

Where we run the import for you, we do it once, on your written instruction, as your processor under Exhibit A. We load only the fields the Service uses and discard the rest rather than storing them, and **we do not keep a copy of your file once the import is complete and you have confirmed it.**

6 • ACCEPTABLE USE

Do not use the Service unlawfully, to send messages you have no permission to send, to store content you have no right to store, or to interfere with the operation or security of the Service.

Categories that have no place in the Service. You will not store or transmit in the Service: data from a federal firearms transaction record (ATF Form 4473), acquisition and disposition or bound-book entries, firearm serial numbers, itemized transaction contents, identity document

numbers, or technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations. The Service has no fields for these. Putting them into free-text fields is a breach of these Terms.

Entry restrictions. You will not record an entry restriction on a basis prohibited by law, including race, color, religion, national origin, sex, disability, or any other characteristic protected under federal, state, or local law. You will not use restriction data for any purpose other than controlling access to your own premises.

Copyright. You will not upload content you do not have the right to use. Repeated infringement will cost you your account — see Section 24.

Territory. You will not use the Service to process the personal data of individuals located in the European Economic Area, the United Kingdom, or Switzerland as part of an offering directed to those markets, without our prior written agreement. The Service is not configured for the requirements that apply there.

Export control and sanctions. You will comply with United States export control and economic sanctions laws. You represent that you are not, and are not acting on behalf of, a party on any United States restricted-party list.

7 • KIOSK AND ON-PREMISES DEVICES

Kiosk software runs on hardware you place in your venue. Supervising that device, its physical security, and the network it uses is your responsibility. Device credentials can be revoked from your panel at any time.

Identity document reading. Where you enable it, the kiosk reads the barcode on a driver's license or state identification card to fill in a check-in or waiver. It takes the last name, the first name, and the date of birth, and reads the expiration date only to warn your staff that a document has expired. Nothing else is taken, transmitted, or stored, and the raw barcode string never leaves the device. Section 2 of the Privacy Policy describes this in full.

A person must never be forced through the tablet. You will keep a staffed alternative available during your business hours: your staff can complete a check-in, a booking, and a waiver at the counter for anyone who cannot or does not want to use the kiosk, at no additional charge and with no additional condition. **A waiver is available on paper on request, at any time, and switching to paper costs nothing.** This is not a fallback we tolerate — it is part of how the Service is meant to run, our published Accessibility Statement says so to your customers, and the kiosk is not a lawful substitute for a person where a person is what someone needs.

Offline is a fallback, not an archive. The kiosk can take a check-in or a signature while its connection is down and holds that entry on the device until the connection returns. **A record becomes evidence when it reaches our storage, not when it is signed on the tablet.** An entry that never reaches us — because the device was lost, stolen, wiped, or reset before it reconnected — is gone, and we cannot reconstruct it. Sync your devices daily, and before they leave your premises. We are not liable for an entry that was never delivered to us.

This feature is yours to switch on, and yours to justify. Several states limit which businesses may electronically read the information encoded on a driver's license, and some impose criminal penalties for doing it outside those limits. **As of the date of these Terms the feature is off by default in eleven states, and several further states allow it only on conditions.** We keep the current per-state list in the panel and review it at least once a year; **that list, not this**

Section, governs where the feature can be switched on, so a change in state law does not wait on a new version of these Terms. Before you enable it, confirm that it is permitted for your business in your state. We provide the mechanism, we provide the option to turn it off, and we default it to off wherever our list says it is restricted. The decision to use it is yours, and Section 19 allocates the consequences accordingly.

8 • MESSAGING AND AUTOMATIONS

Push and email tools are provided for your lawful communications. You are responsible for compliance with applicable marketing and consent rules, including the Telephone Consumer Protection Act and the CAN-SPAM Act. Transactional and marketing messages are subject to different rules; you must configure and use them accordingly.

9 • WAIVERS, INCIDENT RECORDS, AND EVIDENCE

Waiver and incident features are tools for collecting the records you configure. **TacApp does not provide legal advice and does not warrant that any waiver text is enforceable in your jurisdiction** — have your own counsel review the content. We provide the mechanism: versioning, so that a signature points at the exact text that was signed; append-only incident records; and storage that cannot be edited or erased for the retention period.

Entry restrictions never leave your tenant. A restriction you record is visible only to your own authorized staff at your own locations. TacApp does not aggregate restrictions across dealers, does not operate a shared or industry-wide list, and does not make restriction data available to any other dealer, to any third party, or to any product feature outside your tenant. This is an architectural limit, not a setting. Entry restrictions, where you use them, are your decisions, and you are responsible for their basis and lawfulness.

Where incident records are not available. Incident records are unavailable in any tenant that has a location in Washington — in every location of that tenant, not only the Washington one. Washington's My Health My Data Act gives individuals a right to delete health-related information that has no exception for the defense of legal claims, which cannot be reconciled with write-once evidentiary storage. Rather than weaken the storage, we do not offer the feature there. The Consumer Health Data Policy explains this.

10 • SPONSORED CONTENT

Where you enable sponsored knowledge-base materials from manufacturers inside your application:

- **You decide.** Sponsored materials appear only if you turn them on, and you can turn them off at any time.
- **We label them.** TacApp marks sponsored materials as sponsored, visibly and in plain language, wherever they appear. You will not remove, obscure, or reword that label.
- **No customer data goes to the manufacturer.** Manufacturers receive aggregate delivery counts and nothing that identifies any of your customers.
- **The manufacturer stands behind its content.** Manufacturers represent to us that their materials are lawful and accurate, and they indemnify us for claims arising from them.
- **Revenue.** Any revenue share is set out in your plan or in a separate written agreement. If nothing says otherwise, there is none.

11 · CONFIDENTIALITY

Each party may receive information of the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure ("Confidential Information"). Your business configuration, pricing, customer lists, and operational data are your Confidential Information. Our non-public pricing, security documentation, **the identities of our subprocessors and the architecture of the Service**, product roadmap, and the non-public parts of the dealer admin panel are ours.

Each party will use the other's Confidential Information only to perform under this agreement, will protect it with at least the care it uses for its own confidential information and no less than reasonable care, and will disclose it only to personnel and advisors who need it and who are bound by confidentiality obligations at least as protective as these.

These obligations do not apply to information that is or becomes public without breach, was known to the receiving party without a duty of confidentiality before disclosure, is received from a third party without a duty of confidentiality, or is independently developed without use of the other party's Confidential Information. A party may disclose Confidential Information where required by law or valid legal process, and will give the other party prompt notice where it is legally permitted to do so.

These obligations continue for three (3) years after this agreement ends, and for as long as the information remains a trade secret under applicable law.

12 · SUBSCRIPTIONS, BILLING, AND RENEWAL

Paid plans are billed in advance, monthly or annually as selected at purchase, and renew automatically at the then-current rate unless canceled before the renewal date.

Renewal reminders. We send a renewal reminder to your billing email **at least seven (7) days before a monthly renewal and at least thirty (30) days before an annual renewal**. The reminder states what renews, when, for how much, and how to cancel. Keep your billing email current — the reminder goes to the address on your account.

Price changes. If the price of your plan increases, we will tell you **at least thirty (30) days before the increase takes effect**, and the increase applies from your next renewal, never during a term you have already paid for.

Taxes. Fees are exclusive of taxes. You are responsible for sales, use, and similar taxes, other than taxes on TacApp's income.

Late payment. Undisputed amounts more than fifteen (15) days overdue bear interest at 1.5% per month or the maximum rate permitted by law, whichever is lower.

Prepaid balances your customers buy from you. Where the Service records a prepaid balance — a block of range time, a punch card, a class package — **that balance is your obligation to your customer, not ours**. You take the money, you decide what the balance buys, and you honor it. We record it. If your subscription ends the obligation stays with you, and your export includes the outstanding balances so that you can meet it.

A balance does not expire unless you set an expiry. Where you set one, the law of your customer's state decides whether it is enforceable — several states do not permit prepaid balances to expire at all — and that decision, with its compliance obligation, is yours.

These are not the service credits described in the Refund & Cancellation Policy. Those are credits we may owe you after an outage. The two are different things and never offset one another.

Fees are non-refundable except as stated in the Refund & Cancellation Policy or as required by law.

13 · CANCELLATION

You may cancel from the dealer admin panel, without calling or emailing as a required step, and without a retention conversation. Cancellation stops future renewals; your access continues to the end of the paid period.

14 · TERM, SUSPENSION, AND TERMINATION

You may cancel at any time under Section 13 and the Refund & Cancellation Policy.

We may terminate for convenience at the end of your then-current term by giving you at least thirty (30) days' notice before that term ends. Your access continues to the end of the term you paid for.

Either party may terminate for material breach if the breach is not cured within thirty (30) days of written notice.

What we will not suspend you for. This Service is sold on the promise that your channel to your customers cannot be switched off by somebody else, and we are not going to be the somebody else. **We will not disable your messaging, delete your messages, or suspend your tenant because of the opinions in your content, the products you lawfully sell, or the lawful commerce you are in.** The rights below are for non-payment and for technical abuse — a compromised account, outbound spam, phishing sent through your tenant — and where we act on a compromised account we act to stop the abuse, then tell you what we did and why.

We may suspend or terminate sooner for non-payment that remains uncured ten (10) days after notice, or immediately for use that endangers the platform, other dealers, or any person. Where we suspend, we will give notice where practicable and restore the Service promptly once the cause is resolved.

Getting your data out. During your subscription you may export your customer list and related records from the panel at any time, without charge and without contacting us. After your subscription ends — **for any reason, including termination by us for breach** — we keep your tenant data available for export for at least thirty (30) days, then delete it on our normal cycle. There is no exit fee, and we will not condition export on settling a disputed invoice.

Evidence outlives the subscription. Evidentiary records created while your subscription was active remain in write-once storage for their retention period after cancellation — that is their purpose. The retention period is stated in Section 9 of the Privacy Policy. You may request a complete copy of your evidentiary records at any time, including after cancellation, at no charge. We release those records only on your written instruction or where required by law, and every release is itself recorded.

15 • THIRD-PARTY SERVICES

Point-of-sale systems, payment processors, email providers, and other integrations are third-party services governed by their own terms. We are not responsible for third-party outages or data practices beyond our service providers' contractual obligations to us.

Who the seller is. Where the Service helps you collect money from your own customers — memberships, class fees, range time — **you are the merchant of record.** The sale is between you and your customer, on your terms and under your refund policy; your agreement with the payment processor is between you and the processor; and TacApp is neither a party to that sale nor a payment facilitator for it. The tax treatment of what you sell, sales tax included, is yours.

Physical goods do not pass through the Service. Firearms, ammunition, and other merchandise are sold through your own channels. The Service has no cart, no merchandise catalog, and no price field for goods — an architectural limit rather than a policy we could relax on request.

Our fee follows the transaction. Where we charge a platform fee on money you collect, **we return that fee in proportion if you refund your customer, and in full if you lose a chargeback.** We do not keep a fee on money you did not keep. If chargebacks in your tenant reach a level that threatens our own standing with the processor, we may require a change in how you sell before you continue selling through the Service; we will tell you what we need, and why, before we act on it.

16 • INTELLECTUAL PROPERTY

Ours. TacApp and its licensors own the Service software, branding, and documentation.

Yours. You own your trademarks and your content. No rights in them are granted to us except those described below.

License to you. For the term of your subscription, we grant you a non-exclusive, non-transferable right to access and use the Service for your own business.

License to us. You grant TacApp a non-exclusive, worldwide, royalty-free license to host, copy, display, transmit, and adapt your trademarks, logos, and content solely as necessary to operate, brand, support, and distribute the Service on your behalf — including submitting and maintaining your branded application in mobile application stores. This license ends when your subscription ends, except for copies retained in backups until they expire and for records we are required to keep.

Aggregated and de-identified data. We may create and use data that is aggregated or stripped of identifiers, derived from the operation of the Service, to operate, secure, support, and improve the Service and to publish industry benchmarks. We will not attempt to re-identify that data, will not present it in a form that identifies you or any individual, and will not disclose it in a way that could reasonably be used to identify your business.

Feedback. If you send us suggestions, we may use them without obligation to you. This does not give us any right in your trademarks, your content, or your customer data.

Publicity. We will not use your name or logo as a customer reference without your written consent, which you may withdraw at any time for future use.

17 • DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION.

18 • LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TACAPP WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO TACAPP IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

THIS LIMITATION DOES NOT APPLY TO OUR INDEMNITY OBLIGATION UNDER SECTION 19, TO OUR BREACH OF SECTION 11 (CONFIDENTIALITY), OR TO LIABILITY THAT CANNOT BE LIMITED BY LAW.

Some jurisdictions do not allow certain limitations; there, these limits apply to the fullest extent permitted.

19 • INDEMNITY

Your indemnity. You will defend TacApp against any third-party claim arising from your content, your messaging, your waiver language, your entry decisions, your use of the kiosk's identity document reading feature, your unlawful use of the Service, or your violation of these Terms, and will pay any damages finally awarded or amounts you agree to in settlement — except to the extent the claim is caused by TacApp's gross negligence or willful misconduct.

Our indemnity. TacApp will defend you against any third-party claim alleging that the Service, used as permitted under these Terms, infringes that third party's United States patent, copyright, or trademark, and will pay any damages finally awarded or amounts we agree to in settlement. This does not apply to claims arising from your content, your trademarks, your configuration, your combination of the Service with anything we did not supply, or your use of the Service after we told you to stop in order to avoid infringement. If the Service becomes, or we believe it may become, the subject of such a claim, we may at our option obtain the right for you to continue using it, modify it so that it is non-infringing, or terminate the affected subscription and refund the unused portion of any prepaid fees.

Procedure. The party seeking indemnity will give prompt written notice of the claim — delay excuses the indemnifying party only to the extent it is prejudiced — will give the indemnifying party sole control of the defense and settlement, and will cooperate at the indemnifying party's expense. The indemnifying party will not settle any claim in a way that admits liability on behalf of the other party, or imposes a non-monetary obligation on it, without that party's written consent, which will not be unreasonably withheld.

20 • DISPUTE RESOLUTION

Read this section. It affects how disputes between us are resolved.

Talk first. Before starting arbitration, the party with a dispute will send the other a written description of it and what it wants, and the parties will try in good faith to resolve it for thirty (30) days. This step is required of both of us, and it is not a formality — most disputes end here.

Arbitration. Any dispute arising out of or relating to these Terms or the Service that is not resolved under the paragraph above will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before one arbitrator, seated in Atlanta, Georgia. Judgment on the award may be entered in any court of competent jurisdiction. **This obligation is mutual: it applies to claims brought by TacApp exactly as it applies to claims brought by you.**

What arbitration does not cover. Either party may bring an individual claim in small-claims court if it qualifies, and either party may ask a court for temporary or preliminary injunctive relief to protect its intellectual property or Confidential Information pending arbitration.

No class or representative proceedings. Claims will be brought in each party's individual capacity. **Neither party may bring a class, collective, consolidated, or representative proceeding, and the arbitrator may not consolidate claims or preside over any form of representative proceeding.** If this paragraph is found unenforceable as to a particular claim, that claim — and only that claim — is severed from arbitration and heard in the courts identified in Section 21.

Jury waiver. To the extent any dispute proceeds in court rather than arbitration, **each party knowingly and voluntarily waives its right to a trial by jury.**

Time limit. Any claim must be brought within one (1) year after the claiming party knew or should have known of the facts giving rise to it, or it is permanently barred, except where a longer period is required by law.

21 • GOVERNING LAW AND VENUE

These Terms are governed by the laws of the State of Georgia, excluding its conflict-of-law rules. For any matter not subject to arbitration under Section 20, the exclusive venue is the state or federal courts located in Georgia, unless applicable law requires otherwise. Each party consents to the personal jurisdiction of those courts.

22 • CHANGES TO THESE TERMS

We may update these Terms.

For changes that do not materially affect your rights or the fees you pay, the updated version takes effect when posted.

For material changes, we will give you at least thirty (30) days' notice to your billing email, and the change takes effect at the start of your next renewal term. If you do not accept a material change, you may cancel before it takes effect and we will refund the unused portion of any prepaid term on a pro-rata basis.

Changes required by law, or necessary to address a security risk, may take effect sooner, with as much notice as we can give.

23 • GENERAL

Assignment. Neither party may assign this agreement without the other's written consent, except that either party may assign it in full to a successor in a merger, acquisition, or sale of substantially all of its assets, on written notice.

Force majeure. Neither party is liable for a delay or failure caused by events beyond its reasonable control, provided it makes reasonable efforts to resume performance. This does not excuse payment obligations.

Notices. Notices to you go to your billing email. Notices to us go to legal@tacapp.io and, where a written notice is required, also to TacApp Technologies LLC, 8735 Dunwoody Place, STE N, Atlanta, GA 30350, United States. Notice is effective when sent, if no delivery failure is received.

Independent contractors. The parties are independent contractors. Nothing here creates a partnership, joint venture, agency, or employment relationship.

Severability. If a provision is unenforceable, it is modified to the minimum extent necessary to make it enforceable, or severed if it cannot be, and the rest remains in effect.

No waiver. A failure to enforce a provision is not a waiver of it.

Survival. Sections 5, 9, 11, 14, 16, 17, 18, 19, 20, 21, and 23 survive termination.

Entire agreement. Section 1 lists the documents that make up this agreement. Together they replace all prior discussions and proposals on their subject matter.

24 • COPYRIGHT AND DMCA

Designated agent. TacApp has designated an agent to receive notifications of claimed copyright infringement under 17 U.S.C. §512(c)(2):

TacApp Technologies LLC Designated agent: Copyright Compliance, TacApp Technologies LLC 8735 Dunwoody Place, STE N, Atlanta, GA 30350, United States dmca@tacapp.io • (770) 268-8830

Notices must include the information required by 17 U.S.C. §512(c)(3). We respond to properly submitted notices and to counter-notices under 17 U.S.C. §512(g).

Repeat infringement. We will terminate, in appropriate circumstances, the account of any dealer that repeatedly makes available material that infringes the copyright of others. We maintain a record of the notices we receive and of the action we take on each.

25 • CONTACT

TacApp Technologies LLC • 8735 Dunwoody Place, STE N, Atlanta, GA 30350, United States • (770) 268-8830

contact@tacapp.io is the main address. If none of the others obviously fits, use it — we will pass it to whoever should answer, and nothing is lost by starting there.

Write to	About
contact@tacapp.io	Anything not listed below, and anything you would otherwise have to guess about

Write to	About
support@tacapp.io	Something is broken, or you need help using the Service
billing@tacapp.io	Invoices, payments, refunds, plan changes, and renewals
legal@tacapp.io	This agreement, contracts, and formal notices
privacy@tacapp.io	Privacy requests, and questions about the information we hold
security@tacapp.io	Vulnerability reports and suspected unauthorized access
dmca@tacapp.io	Copyright notices and counter-notices under 17 U.S.C. §512
accessibility@tacapp.io	Something on TacApp blocks you. We answer within two business days

Writing to the wrong one is not a problem. These are routing conveniences, not a filter — a notice that has to reach us reaches us whichever address it arrives at.