

TERMS OF SERVICE

Effective Date: August 24, 2026

Last Updated: August 24, 2026

IMPORTANT — PLEASE READ THESE TERMS CAREFULLY.

These Terms contain important provisions concerning third-party products and services, payment processing, point-of-sale equipment, promotional equipment, Internet and networking services, independent contractors, warranties, equipment failures, allocation of responsibility, indemnification, disclaimers, and limitations of liability.

These Terms of Service ("Terms") govern the Website located at **GetEpicNow.com** and products and services marketed, referred, arranged, facilitated, sold, resold, delivered, installed, configured, programmed, trained, supported, or otherwise made available by **Epic Financial Systems Inc.** ("Epic," "Epic Financial Systems," "we," "us," or "our").

"Customer," "Merchant," "you," and "your" mean the individual or entity accessing the Website, requesting services, submitting an application, entering into a customer relationship with Epic, accepting equipment, or using products or services obtained through or with assistance from Epic.

1. ACCEPTANCE AND INCORPORATION INTO CUSTOMER AGREEMENT

By electronically accepting these Terms, signing an agreement that incorporates these Terms, becoming an Epic customer, accepting products or services under an agreement incorporating these Terms, or continuing to use services after legally sufficient notice and acceptance where required, you agree to these Terms.

These Terms are expressly incorporated by reference into each Epic Financial Systems Inc. merchant/customer agreement, order form, equipment agreement, installation agreement, service agreement, or other Epic agreement that states that these Terms are incorporated.

The version identified in the applicable agreement or accepted by the Customer will govern unless subsequently modified in accordance with applicable law and the governing agreement.

If you accept on behalf of a company or organization, you represent that you have authority to bind that organization.

A separate agreement with a processor, acquiring bank, POS provider, manufacturer, financing provider, Internet provider, or other third party remains a separate agreement between you and that provider.

2. ROLE OF EPIC

Epic provides merchant-services sales and support, POS sales and support, equipment solutions, consulting, implementation, installation coordination, programming, training, technical assistance, referrals, and related business technology services.

Depending upon the transaction, Epic may act as an:

- Independent sales organization;
- Dealer;
- Reseller;
- Referral partner;
- Sales agent;
- Consultant;
- Installer;
- Implementation provider;
- Support provider; or
- Intermediary.

Epic is not automatically the manufacturer, payment processor, acquiring bank, financial institution, software developer, Internet service provider, telecommunications carrier, equipment warrantor, or other underlying provider merely because Epic sells, recommends, refers, delivers, installs, programs, configures, supports, or assists with a product or service.

3. THIRD-PARTY PROVIDERS

Epic works with independent third-party providers that may include payment processors, acquiring banks, financial institutions, POS providers, manufacturers, distributors, software developers, gateways, card networks, financing companies, leasing companies, Internet service providers, telecommunications companies, independent installers, cabling companies, networking companies, and other providers ("Third-Party Providers").

Third-Party Providers are independent entities except where expressly stated otherwise.

To the fullest extent permitted by law, Epic does not assume responsibility for the independent contractual obligations, products, conduct, decisions, systems, representations, warranties, acts, or omissions of a Third-Party Provider solely because Epic facilitated the relationship.

4. AUTHORIZATION TO PROVIDE INFORMATION TO THIRD-PARTY PROVIDERS

When you request a product or service involving a Third-Party Provider, you authorize Epic, subject to applicable privacy law and Epic's Privacy Policy, to transmit information reasonably necessary to:

- Obtain quotes;
- Submit applications;

- Conduct or facilitate underwriting;
- Establish accounts;
- Order equipment;
- Configure services;
- Arrange installation;
- Provide support;
- Troubleshoot;
- Coordinate warranty claims;
- Verify identity;
- Prevent fraud;
- Maintain the relationship; and
- Otherwise provide requested services.

Third-Party Providers may separately collect, maintain, process, and use information under their own agreements and privacy policies.

5. PAYMENT PROCESSORS AND ACQUIRING BANKS

Payment-processing services may be provided by independent processors, acquiring banks, financial institutions, and payment networks.

Epic does not control independent decisions concerning:

- Application approval;
- Underwriting;
- Risk classifications;
- Funding;
- Funding delays;
- Reserves;
- Account holds;
- Transaction reviews;
- Chargebacks;
- Retrievals;
- Fraud investigations;
- Card-network assessments;
- Processing limits;
- Account freezes;
- Account suspension;
- Account termination; or
- Regulatory or compliance decisions.

To the fullest extent permitted by law, Epic is not liable for losses caused solely by such independent decisions or conduct outside Epic's reasonable control.

Epic may nevertheless assist the Customer in communicating with the responsible provider.

6. POS AND PAYMENT TECHNOLOGY PROVIDERS

Epic may offer or facilitate products and services from multiple POS, payment, software, and technology providers.

Epic does not warrant that an independent provider will:

- Remain in business;
- Maintain every feature;
- Maintain every integration;
- Maintain current pricing;
- Continue supporting particular hardware;
- Maintain uninterrupted service;
- Avoid outages;
- Avoid cybersecurity incidents; or
- Continue its relationship with Epic or the Customer indefinitely.

7. FREE, PROMOTIONAL, SUBSIDIZED AND VENDOR-PROVIDED EQUIPMENT

Epic may obtain or arrange equipment supplied, subsidized, discounted, loaned, placed, or provided at no upfront cost by Third-Party Providers.

The fact that equipment is delivered to a Customer through Epic does not mean Epic manufactured or warranted the equipment.

Applicable ownership, return, replacement, processing, service, warranty, and eligibility requirements are governed by the applicable equipment program and provider agreement.

Unless Epic expressly assumes a warranty in a signed writing, Epic does not independently warrant equipment manufactured or supplied by a Third-Party Provider beyond obligations imposed upon Epic by non-waivable law.

8. PRODUCT DEFECTS AND EQUIPMENT FAILURES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EPIC DOES NOT ASSUME THE MANUFACTURER'S RESPONSIBILITY FOR THE DESIGN, ENGINEERING, MANUFACTURE, MATERIALS, COMPONENTS, CERTIFICATION, INHERENT SAFETY, OR PRODUCT DEFECTS OF EQUIPMENT MANUFACTURED OR SUPPLIED BY AN INDEPENDENT THIRD PARTY.

This allocation includes claims arising from alleged:

- Design defects;
- Manufacturing defects;
- Battery failures;

- Battery swelling;
- Electrical failures;
- Overheating;
- Power-supply failures;
- Short circuits;
- Smoke;
- Fire;
- Sparks;
- Explosion;
- Electrical shock;
- Equipment malfunction;
- Equipment failure;
- Property damage;
- Business interruption; or
- Personal injury attributable to an alleged third-party product defect.

Nothing in these Terms eliminates liability that applicable law does not permit Epic to eliminate.

9. WARRANTY CLAIMS

Warranty obligations for third-party products are ordinarily governed by the applicable manufacturer's or provider's warranty.

Epic may voluntarily assist Customers by:

- Identifying the appropriate provider;
- Providing contact information;
- Opening support requests;
- Communicating with the provider;
- Coordinating replacement requests; or
- Assisting with troubleshooting.

Such assistance does not make Epic the manufacturer, warrantor, insurer, or guarantor of the third-party product.

Epic cannot guarantee the outcome of a third-party warranty request.

10. INTERNET, NETWORK, CABLING AND TELECOMMUNICATIONS SERVICES

Some Customers may request assistance obtaining or installing Internet connectivity, network cabling, Wi-Fi, routers, telecommunications services, low-voltage cabling, or related infrastructure.

Unless Epic expressly states otherwise in a signed written agreement, such Internet, cabling, telecommunications, low-voltage, or networking work is performed by an independent Third-Party Provider and not by Epic Financial Systems Inc.

The Customer acknowledges that the independent company performing such work is responsible for its own:

- Employees;
- Contractors;
- Licensing;
- Insurance;
- Workmanship;
- Installation methods;
- Cabling;
- Tools;
- Equipment;
- Safety practices;
- Property damage;
- Personal injury;
- Code compliance; and
- Other obligations arising from its work.

Epic may schedule, coordinate, refer, introduce, communicate with, or facilitate payment or access for the independent provider without becoming the employer, principal, guarantor, insurer, or manufacturer of that provider.

To the fullest extent permitted by applicable law, Epic is not liable for damages caused solely by the independent acts or omissions of such a Third-Party Provider outside Epic's reasonable control.

11. INTERNET SERVICE AND OUTAGES

Many payment and POS products depend upon Internet connectivity.

The Customer acknowledges that Internet services may fail, slow, disconnect, experience latency, or become unavailable.

Unless Epic is expressly the contractual provider of Internet service, Epic does not control Internet availability.

To the fullest extent permitted by law, Epic is not liable for losses caused solely by:

- ISP outages;
- Modem failures;
- Router failures;
- Wi-Fi interference;
- Cellular outages;
- Telecommunications outages;
- Utility outages;
- DNS failures;
- Third-party cloud outages;
- Network congestion; or

- Other independent communications failures outside Epic's reasonable control.

12. POWER AND ELECTRICAL CONDITIONS

The Customer is responsible for maintaining appropriate electrical service and a suitable operating environment for its equipment.

Epic is not a public utility and does not guarantee continuous electrical service.

Customers should use appropriate surge protection and backup power where recommended.

13. SOFTWARE, CLOUD SERVICES AND INTEGRATIONS

Software, cloud services, online ordering, gateways, APIs, loyalty programs, reporting systems, reservation integrations, delivery integrations, payroll integrations, and other technology may be operated by independent providers.

Epic does not guarantee that independent software will remain:

- Error-free;
- Uninterrupted;
- Available;
- Secure;
- Compatible;
- Unchanged; or
- Supported indefinitely.

14. INSTALLATION AND CONFIGURATION

Where Epic directly performs POS installation, programming, or configuration, Epic will use commercially reasonable efforts to perform the agreed services.

The Customer must provide accurate information and suitable access.

The Customer is responsible for reviewing configuration following implementation, including:

- Prices;
- Taxes;
- Menu items;
- Service charges;
- Discounts;
- Cash discounts;
- Surcharges;
- Tips;
- Employee permissions;
- Online ordering;

- Printer routing;
- Business hours; and
- Other operating settings.

The Customer must promptly notify Epic of suspected errors.

15. CUSTOMER MODIFICATIONS

Epic is not responsible for problems caused by unauthorized modifications, misuse, improper relocation, improper electrical connections, unsupported software, Customer configuration changes, malware, Customer-controlled networks, or modifications performed by other parties.

16. CYBERSECURITY

No electronic system can be guaranteed completely secure.

The Customer is responsible for maintaining reasonable security over its own:

- Networks;
- Passwords;
- Administrative credentials;
- Employee access;
- Computers;
- Mobile devices;
- Wi-Fi;
- Email accounts; and
- Other Customer-controlled systems.

Epic does not guarantee that an independent Third-Party Provider will never experience a cybersecurity incident.

17. PCI DSS

Merchants remain responsible for applicable PCI DSS and card-network compliance.

Epic may assist with compliance resources but does not guarantee continuous compliance unless expressly assumed in writing.

18. LEGAL, TAX AND REGULATORY COMPLIANCE

Epic does not provide legal, tax, accounting, employment, or regulatory advice.

Customers are responsible for compliance with laws applicable to their businesses, including laws concerning taxes, employment, gratuities, surcharges, cash discounts, privacy, accessibility, and industry-specific requirements.

19. CUSTOMER REPRESENTATIONS

The Customer represents that information provided to Epic or Third-Party Providers is materially accurate and that the Customer is authorized to provide it.

20. NO GUARANTEE OF APPROVAL

Submission of an application does not guarantee approval.

Independent processors, banks, financing providers, and other Third-Party Providers retain their own approval authority.

21. NO GUARANTEE OF SAVINGS OR BUSINESS PERFORMANCE

Epic may provide estimates, comparisons, projections, or analyses.

Epic does not guarantee any particular:

- Savings;
- Processing rate outcome;
- Revenue;
- Profit;
- Sales increase;
- Labor reduction;
- Customer acquisition;
- Tax result; or
- Business performance,

unless a specific guarantee is expressly stated in a signed written agreement.

22. THIRD-PARTY CLAIM ASSISTANCE

If a Customer experiences a problem involving a Third-Party Provider, Epic may attempt to assist.

Epic may provide:

- Vendor contact information;
- Manufacturer contact information;
- Processor contact information;
- Warranty information;
- Support escalation information; or
- Other information reasonably available to Epic.

Epic's assistance does not constitute an admission of liability or assumption of the Third-Party Provider's obligations.

23. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED BY EPIC IN A SIGNED WRITTEN AGREEMENT, EPIC'S WEBSITE AND GENERAL INFORMATIONAL, REFERRAL, FACILITATION, AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE EXTENT LEGALLY PERMITTED, EPIC DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THIRD-PARTY PRODUCTS AND SERVICES REMAIN SUBJECT TO THEIR APPLICABLE THIRD-PARTY WARRANTIES.

NOTHING IN THESE TERMS DISCLAIMS A WARRANTY OR RIGHT THAT CANNOT LAWFULLY BE DISCLAIMED.

24. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EPIC FINANCIAL SYSTEMS INC. AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS ("EPIC PARTIES") WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EPIC PARTIES WILL NOT BE LIABLE FOR DAMAGES CAUSED SOLELY BY THE PRODUCTS, SERVICES, ACTS, OMISSIONS, DECISIONS, FAILURES, DEFECTS, OUTAGES, WORKMANSHIP, SECURITY EVENTS, OR CONDUCT OF AN INDEPENDENT THIRD-PARTY PROVIDER OUTSIDE EPIC'S REASONABLE CONTROL.

Nothing in these Terms excludes liability for Epic's own fraud, willful injury, violations of law where liability cannot legally be waived, or other liability that applicable law prohibits Epic from excluding.

25. PROTECTION OF EPIC PERSONNEL

To the maximum extent permitted by law, limitations, disclaimers, releases, defenses, and protections provided to Epic under these Terms are intended to benefit Epic Financial Systems Inc. and its applicable owners, shareholders, directors, officers, employees, representatives, agents, contractors, successors, and assigns.

Nothing in this section eliminates liability that applicable law prohibits from being waived or limited.

26. INDEMNIFICATION

To the maximum extent permitted by applicable law, the Customer agrees to defend, indemnify, and hold harmless the Epic Parties from third-party claims, liabilities, damages, judgments, losses, costs, and reasonable attorneys' fees arising from:

- Customer fraud;
- Customer misuse of equipment or services;
- Unauthorized modifications;
- Customer violation of applicable law;
- Customer breach of these Terms;
- Customer-provided information or content that infringes third-party rights; or
- Unlawful activity conducted through Customer-controlled systems.

No indemnification is required to the extent prohibited by applicable law.

27. FORCE MAJEURE

Epic will not be responsible for delay or nonperformance caused by circumstances outside its reasonable control, including:

- Natural disasters;
- Fires not caused by Epic;
- Earthquakes;
- Floods;
- Severe weather;
- Utility failures;
- Internet outages;
- Telecommunications failures;
- Cyberattacks by unrelated third parties;
- Government actions;
- Labor disruptions;
- Transportation interruptions;
- Supply shortages;
- Manufacturer shortages;
- Processor outages;
- Cloud-service outages; or
- Similar events outside Epic's reasonable control.

28. NO PARTNERSHIP WITH THIRD-PARTY PROVIDERS UNLESS EXPRESSLY STATED

Epic's sale, referral, recommendation, installation, or support of a third-party product does not by itself create a legal partnership, joint venture, ownership relationship, or guarantee between Epic and that provider.

The legal nature of each relationship is determined by the applicable written agreements.

29. CUSTOMER'S THIRD-PARTY AGREEMENTS

Customers are responsible for reviewing agreements they enter into with processors, POS providers, manufacturers, financing companies, Internet providers, and other third parties.

Epic cannot waive another company's contractual rights.

30. CONFLICTS WITH OTHER AGREEMENTS

These Terms supplement Epic's customer agreements.

If a separately executed agreement directly conflicts with these Terms concerning the same subject matter, the specifically applicable signed agreement controls to the extent of that conflict.

Third-party agreements separately govern the relationship between the Customer and the applicable third party.

31. GOVERNING LAW

These Terms are governed by the laws of the **State of California**, except where federal law controls or applicable law requires otherwise.

Nothing in these Terms waives any right that applicable law prohibits from being waived.

32. INFORMAL DISPUTE RESOLUTION

Before initiating litigation directly against Epic, the Customer and Epic are encouraged to attempt in good faith to resolve the dispute through written notice and reasonable discussions.

Nothing in this provision prevents either party from seeking relief where immediate legal action is necessary or where applicable law provides otherwise.

33. SEVERABILITY AND REFORMATION

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted by law, reformed where legally appropriate, or severed, while the remaining Terms remain effective.

34. NO WAIVER

Epic's failure to enforce a provision does not waive its right to enforce that provision later.

35. CHANGES TO TERMS

Epic may update these Terms prospectively.

Updates will be posted with a revised Last Updated date.

For an existing Customer, modifications will be implemented in accordance with applicable law and the applicable customer agreement.

36. SURVIVAL

Provisions that by their nature should survive termination, including provisions concerning intellectual property, confidentiality, payment obligations, disclaimers, limitations of liability, indemnification, dispute resolution, and accrued rights, will survive to the extent permitted by law.

37. ENTIRE AGREEMENT

These Terms, Epic's Privacy Policy, applicable Epic agreements, and applicable incorporated documents constitute the agreement concerning the subject matter they govern.

No salesperson, technician, installer, employee, representative, or agent may bind Epic to a warranty, guarantee, assumption of third-party liability, or modification of these Terms unless authorized by Epic and documented in a written agreement.

38. CONTACT

Epic Financial Systems Inc.

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