

TopTipper Partner Terms

Last updated: June 30, 2026

These Partner Terms (this “Agreement”) govern use of the TopTipper tipping platform (the “Platform”), operated by **TopTipper, LLC**, a Pennsylvania limited liability company (“TopTipper,” “we,” or “us”), by a business that makes the Platform available to its customers (“Partner” or “you”). **By registering for a TopTipper account, accessing the Platform, or making the Platform available to your customers, you agree to this Agreement. If you do not agree, do not use the Platform.** TopTipper and Partner are each a “Party” and together the “Parties.”

Background

TopTipper operates a proprietary tipping platform (the “Platform”) that enables people to send voluntary monetary tips to service providers. Partner wishes to make the Platform available to its customers (the “End-Users”) so that those customers can tip Partner’s employees and independent contractors (each, a “Partner Service Provider”). TopTipper is willing to provide that access on the terms below. The Platform is provided to Partner at no charge.

The Parties agree as follows:

1. Definitions

“**Confidential Information**” means non-public information that one Party (the “Receiving Party”) obtains from the other Party (the “Disclosing Party”) in connection with this Agreement, whether or not marked confidential, including the Platform and how it works, business and technical information, pricing and fees, financial information, customer and supplier information, and any materials derived from the foregoing. Confidential Information does not include information that the Receiving Party can show: (a) it already lawfully possessed without a duty of confidentiality; (b) is or becomes public through no fault of the Receiving Party; (c) it lawfully received from a third party without a duty of confidentiality; or (d) it developed independently without using the Disclosing Party’s Confidential Information. The terms of this Agreement are Confidential Information of both Parties.

“**Intellectual Property**” means the Platform and all related documentation, software, marketing and training materials, designs, websites, landing pages, plans, reports, and analyses that TopTipper creates.

“**Work Product**” means the Intellectual Property and all other inventions, concepts, improvements, processes, methods, designs, and other creations that TopTipper makes or conceives in connection with this Agreement.

2. Term and Termination

This Agreement applies from the date you first access or use the Platform and continues until terminated. **Either Party may terminate this Agreement at any time, for any reason or no reason, on five (5) days’ prior written notice to the other Party, with no penalty.** Sections that by their nature should survive termination (including Definitions, Confidentiality, Ownership, Disclaimers and Limitations, and Governing Law) will survive.

3. Use of the Platform

- a. The Parties will cooperate to make the Platform available within Partner's customer communications so that End-Users can tip Partner Service Providers.
- b. TopTipper will provide the following to Partner, at TopTipper's discretion: (i) onboarding and training; (ii) a management dashboard and related support; and (iii) a custom-branded tipping page.
- c. TopTipper will provide direct support to End-Users regarding the Platform.
- d. TopTipper will notify Partner when an End-User reports an issue, using the Parties' agreed support channel, including the relevant details and confirmation of resolution.

4. Marketing

Partner agrees to use commercially reasonable efforts to make the Platform available to its End Users, for example by including TopTipper links and reasonable information about the availability of tipping in its customer communications.

5. Fees

TopTipper charges fees only to End-Users, not to Partner. Each fee covers card processing costs and TopTipper's platform fee. The total fee is disclosed to the End-User before the End User confirms each transaction. TopTipper may change its fees at any time in its discretion and will notify Partner of any change. Partner owes TopTipper nothing under this Agreement.

6. Confidentiality

- a. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence using at least reasonable safeguards, will not disclose it to others, and will not use it except to perform under this Agreement. Neither Party will publicly disclose the terms of this Agreement without the other Party's prior written consent. (For clarity, this does not restrict TopTipper's separate, publicly posted end-user terms of service.)
- b. The Receiving Party will promptly notify the Disclosing Party of any unauthorized access, use, or disclosure of Confidential Information and will take reasonable steps to mitigate it.
- c. The Parties agree that a breach of this Section may cause irreparable harm for which money damages are inadequate, and that the non-breaching Party may seek injunctive relief in addition to its other remedies, without the need to post bond.
- d. On termination or on the Disclosing Party's request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information.
- e. This Section survives termination.

7. Ownership

TopTipper solely and exclusively owns the Platform, the Intellectual Property, and all Work Product, including all right, title, and interest in them. Partner will use TopTipper's Confidential

Information only as needed to perform under this Agreement. Partner will stop using the Platform on termination. Nothing here prevents TopTipper from entering into similar arrangements with others. This Section survives termination.

8. Independent Contractors

Each Party is an independent contractor. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party may bind the other. During the Term and for one (1) year afterward, Partner will not solicit for employment or hire TopTipper's employees or contractors without TopTipper's prior written consent (general public job postings not directed at TopTipper's personnel are excepted). This Section survives termination.

9. Disclaimer of Warranties; Limitation of Liability

THE PLATFORM AND ALL WORK PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE." EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. TOPTIPPER DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL, OR DATA, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY, ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00).

10. Indemnification

- a. By each Party. Each Party will indemnify, defend, and hold harmless the other Party and its successors and assigns from any liabilities, damages, expenses, and reasonable attorneys' fees arising from that Party's violation of or default under this Agreement.
- b. By TopTipper (End-User matters). TopTipper will indemnify, defend, and hold harmless Partner from any costs, damages, and liabilities arising solely from an End-User's use of the Platform or a dispute brought by an End-User about the services TopTipper provides, except to the extent caused by Partner's acts or omissions.

11. Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign it without consent in connection with a merger or a sale of all or substantially all of its assets.

12. Notices

Notices must be in writing and may be given by any commercially reasonable means, including email, and are effective on receipt.

To TopTipper: TopTipper, LLC, Email: hello@toptipper.co

To Partner: the email address Partner provides at signup or through the Platform.

13. Miscellaneous

Waiver. A Party's failure or delay in enforcing any provision is not a waiver of its rights.

Publicity. Neither Party will issue public statements about the other without that Party's prior written consent.

Severability. If any provision is held unenforceable, the rest of the Agreement remains in effect, and the unenforceable provision will be modified to the minimum extent needed to make it enforceable while preserving its intent.

Governing Law and Venue. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws rules. Any legal action must be brought only in the state or federal courts located in Montgomery County, Pennsylvania, and each Party consents to the jurisdiction and venue of those courts. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT. In any enforcement action, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.

Force Majeure. Except for payment obligations, neither Party is responsible for delays or failures caused by events beyond its reasonable control.

Entire Agreement; Updates. This Agreement is the entire understanding of the Parties on its subject matter and supersedes all prior agreements and communications on that subject. TopTipper may update this Agreement from time to time by posting a revised version with a new "Last updated" date. Your continued use of the Platform after an update takes effect means you accept the revised Agreement.

14. Contact

Questions about this Agreement can be sent to TopTipper, LLC at hello@toptipper.co.