

Terms of Use

Effective Date: August 17, 2026 | Last Updated: August 17, 2026

RinkWare LLC
26400 Kuykendahl Rd, Ste C180
The Woodlands, TX 77375
legal@rinkware.com | 1-800-590-4193

These Terms of Use ("Terms") constitute a legally binding agreement between you and RinkWare LLC, a Texas limited liability company ("RinkWare," "we," "us," or "our"), concerning your access to and use of RinkWare websites, applications, software, hosted services, online booking systems, ticketing systems, digital waiver systems, venue websites, forms, point-of-sale functionality, and other products and services made available by RinkWare (collectively, the "Services").

By creating an account, purchasing or subscribing to Services, accessing or using the Services, submitting information through a RinkWare-powered service, or otherwise indicating acceptance of these Terms, you agree to be bound by them. If you do not agree, do not use the Services.

1. RINKWARE'S ROLE

RinkWare provides software and technology services to businesses including roller skating rinks, ice skating facilities, family entertainment centers, amusement and recreation businesses, and other organizations ("Venues").

RinkWare may provide technology that enables Venues to offer online booking, ticket sales, admissions, digital waivers, websites, forms, event information, schedules, point-of-sale services, customer communications, and related functionality.

RinkWare generally does not own, operate, manage, supervise, or control the Venues using the Services.

Unless expressly stated otherwise, purchases, reservations, bookings, admissions, rentals, parties, events, activities, food and beverage services, entertainment services, and other Venue offerings are provided by the applicable Venue - not by RinkWare.

A Venue is independently responsible for its facilities, employees, operations, pricing, availability, policies, safety procedures, products, services, refunds, cancellations, representations, and compliance with applicable law.

2. BUSINESS CUSTOMERS AND END USERS

These Terms may apply to two categories of users.

Venue Customers. A "Venue Customer" is a business or organization that subscribes to or otherwise uses RinkWare to operate its business. Venue Customers are responsible for activity occurring through their accounts and for ensuring their employees and authorized users comply with these Terms.

End Users. An "End User" is an individual who interacts with a RinkWare-powered service on behalf of themselves or another person, including someone who purchases tickets, books a party, submits a waiver, completes a form, or accesses a Venue website.

When an End User purchases or reserves a Venue's products or services, the underlying transaction is generally between the End User and the Venue.

3. ELIGIBILITY AND AUTHORITY

You must have legal capacity to enter into these Terms. If you accept these Terms on behalf of a company or other organization, you represent that you have authority to bind that organization. Venue Customers are responsible for determining which employees, contractors, or representatives may access their RinkWare account.

4. ACCOUNTS AND CREDENTIALS

Certain Services require an account. You agree to provide accurate information and maintain current account information. You are responsible for protecting usernames, passwords, PINs, API credentials, access tokens, and other authentication information associated with your account. You must promptly notify RinkWare if you reasonably believe an account or credential has been compromised. You may not knowingly permit unauthorized persons to access the Services using your credentials.

5. SUBSCRIPTIONS AND FEES

Certain RinkWare Services require payment of subscription, usage, transaction, device, implementation, development, support, or other fees. Fees applicable to a Venue Customer may be established by an order form, service agreement, proposal, online subscription selection, invoice, or other agreement with RinkWare.

Unless otherwise stated, fees are quoted in U.S. dollars; applicable taxes may be added; recurring subscriptions continue until canceled or terminated according to the applicable agreement; fees already earned are non-refundable except where required by law or expressly agreed otherwise; and RinkWare may modify future pricing upon reasonable notice.

6. TRANSACTION AND SERVICE FEES

Some RinkWare-powered transactions may include booking, convenience, processing, technology, ticketing, or similar fees. Depending upon the Venue's configuration, such fees may be paid by the Venue, passed to the Venue's customer, or allocated between them. Any applicable customer-facing fee should be displayed during the transaction before completion. A RinkWare technology or booking fee is separate from the price charged by the Venue for its underlying products or services unless expressly stated otherwise.

7. PAYMENTS

Payment processing may be provided through third-party payment processors. RinkWare does not guarantee authorization of any payment transaction and may rely upon third-party processors, card networks, financial institutions, and other payment-service providers. Venue Customers are responsible for maintaining valid payment-processing accounts and complying with applicable processor agreements. RinkWare generally does not receive or store complete payment-card numbers when payment information is submitted directly to an integrated payment processor.

8. VENUE TRANSACTIONS

A purchase, booking, reservation, admission, party, event registration, rental, or similar transaction made through a RinkWare-powered interface does not make RinkWare the provider of the underlying Venue service. The applicable Venue is responsible for fulfillment. Questions concerning a Venue's products, activities, availability, pricing, cancellations, deposits, refunds, substitutions, rules, or services should generally be directed to that Venue.

9. REFUNDS, CANCELLATIONS, AND CHARGEBACKS

Venues establish their own cancellation and refund policies unless RinkWare expressly states otherwise. RinkWare does not guarantee that a Venue will issue a refund. Transaction, booking, convenience, or technology fees may be non-refundable where disclosed and permitted by law. Venue Customers are responsible for responding appropriately to chargebacks, payment disputes, refunds, and customer claims relating to their underlying goods or services.

10. ONLINE PARTY BOOKING

RinkWare may provide software allowing customers to search availability, select packages, reserve times, purchase upgrades, pay deposits, apply promotions, and provide information associated with a party or event. Availability shown by the system depends substantially upon schedules, capacity, packages, restrictions, and information configured by the Venue. The Venue remains responsible for honoring and fulfilling accepted bookings.

11. ONLINE TICKETING

RinkWare may provide technology for Venues to sell admissions, event tickets, session tickets, rentals, and related products. The Venue determines ticket prices, availability, restrictions, admission requirements, event schedules, refund policies, and fulfillment rules. RinkWare is not responsible for changes made by a Venue to operating hours, session times, events, capacity, attractions, or admission policies.

12. DIGITAL WAIVERS

RinkWare may provide electronic waiver and acknowledgment technology. RinkWare is not a law firm and does not provide legal advice.

A Venue is solely responsible for determining whether a waiver is appropriate; the wording of its waiver; whether its waiver complies with applicable law; who must sign it; whether parental or guardian consent is required; and whether an electronic signature or acknowledgment is legally sufficient.

RinkWare does not guarantee that any waiver, release, acknowledgment, or electronic signature will be enforceable. Venues should obtain independent legal advice regarding their waiver documents.

13. MINORS

Many Venue activities involve minors. Where a transaction, registration, waiver, or booking concerns a minor, the adult submitting information represents that they are authorized to provide the information and make applicable representations concerning that minor. A child should not independently create a RinkWare account or submit personal information directly to RinkWare where parental authorization is legally required. Venues are responsible for obtaining any consent required for their activities and services.

14. VENUE WEBSITES AND FORMS

RinkWare may provide website hosting, website-building tools, landing pages, forms, content management, and related functionality. Venue Customers are responsible for content they publish using these tools, including text, photographs, trademarks, promotional claims, prices, policies, schedules, accessibility statements, and third-party content. A Venue represents that it has the necessary rights to content it uploads or publishes through RinkWare.

15. COMMUNICATIONS

The Services may facilitate transactional email, SMS, notifications, confirmations, reminders, marketing communications, or other communications. Venue Customers are responsible for obtaining legally required consent before using the Services to send marketing or promotional communications. Venue Customers

must comply with applicable communications and anti-spam laws. RinkWare may send administrative, security, account, billing, and service-related communications necessary to provide the Services.

16. ACCEPTABLE USE

You may not use the Services to violate applicable law; infringe intellectual-property rights; impersonate another person or organization; distribute malware or malicious code; probe or circumvent security controls without authorization; interfere with operation of the Services; gain unauthorized access to accounts, networks, systems, or data; send unlawful spam or deceptive communications; conduct fraudulent transactions; upload unlawful or malicious content; harvest personal information without authorization; use automated systems in a manner that materially burdens the Services; or assist another person in prohibited conduct.

17. SECURITY

RinkWare uses administrative, technical, and organizational measures intended to protect the Services and information processed through them. No internet-connected system can be guaranteed to be completely secure. Venue Customers are responsible for maintaining appropriate security within their own organizations, including controlling employee access, securing devices, using strong credentials, and promptly terminating access for former personnel.

18. CUSTOMER DATA

As between RinkWare and a Venue Customer, the Venue Customer retains its rights in business and customer data submitted to RinkWare, subject to the rights necessary for RinkWare to provide, secure, maintain, support, and improve the Services and satisfy legal obligations. Venue Customers authorize RinkWare and its service providers to process such data as reasonably necessary to provide the Services.

19. AGGREGATED AND DEIDENTIFIED INFORMATION

RinkWare may generate aggregated or deidentified information from use of the Services for legitimate business purposes, including system administration, analytics, security, capacity planning, service improvement, and industry insights. RinkWare will not intentionally use deidentified information to identify an individual except as permitted by applicable law.

20. INTELLECTUAL PROPERTY

The Services, including RinkWare software, interfaces, databases, designs, source code, object code, documentation, workflows, trademarks, logos, graphics, and other proprietary material, are owned by or licensed to RinkWare and are protected by applicable intellectual-property laws. Except for the limited right to use the Services under these Terms, no intellectual-property rights are transferred to you.

21. LIMITED LICENSE

Subject to payment of applicable fees and compliance with these Terms, RinkWare grants Venue Customers a limited, non-exclusive, non-transferable, revocable right to access and use subscribed Services for legitimate internal business purposes during the subscription period. You may not copy, sell, sublicense, reverse engineer, circumvent, commercially exploit, or create unauthorized derivative works from the Services except where such restriction is prohibited by law.

22. FEEDBACK

If you voluntarily provide ideas, suggestions, recommendations, or other feedback regarding RinkWare, you grant RinkWare the right to use that feedback without restriction or compensation, provided RinkWare does not thereby acquire ownership of your pre-existing intellectual property.

23. THIRD-PARTY SERVICES

RinkWare may integrate with third-party services such as payment processors, email providers, communications platforms, analytics providers, hosting providers, or other software. Third-party services are governed by their own agreements and policies. RinkWare is not responsible for a third-party provider's independent acts, omissions, outages, policies, security, or services.

24. SERVICE AVAILABILITY

RinkWare endeavors to maintain reliable Services but does not guarantee uninterrupted or error-free operation. Services may occasionally be unavailable due to maintenance, upgrades, telecommunications failures, hosting failures, third-party outages, cybersecurity incidents, force majeure events, or circumstances outside RinkWare's reasonable control.

25. CHANGES TO THE SERVICES

RinkWare may modify, improve, replace, add, or discontinue features as its platform evolves. RinkWare will use commercially reasonable efforts to avoid materially disrupting paid Services without appropriate notice when reasonably practicable.

26. SUSPENSION

RinkWare may suspend access when reasonably necessary to address a security threat; prevent fraud; protect RinkWare or third parties; respond to legal requirements; address overdue amounts; investigate suspected violations; or prevent material harm to the Services.

27. TERMINATION

Either party may terminate Services according to the applicable subscription or service agreement. Upon termination, the customer's right to access affected Services may end. RinkWare may retain information after termination where reasonably necessary for legal, security, accounting, backup, fraud-prevention, dispute-resolution, or other legitimate purposes, subject to applicable law.

28. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." RINKWARE DISCLAIMS IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED. RINKWARE DOES NOT WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, COMPLETELY SECURE, ERROR-FREE, OR SUITABLE FOR EVERY BUSINESS PURPOSE. Nothing in these Terms excludes warranties or rights that cannot legally be excluded.

29. VENUE SAFETY AND OPERATIONS

RinkWare does not supervise Venue premises, employees, attractions, skating activities, equipment, rentals, food preparation, crowd control, safety procedures, or emergency operations. RinkWare assumes no responsibility for personal injuries, property damage, accidents, incidents, or other events occurring at or arising from a Venue's physical operations except to the extent caused by RinkWare and for which liability cannot legally be excluded.

30. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RINKWARE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR

FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING FROM OR RELATING TO THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RINKWARE'S AGGREGATE LIABILITY TO A VENUE CUSTOMER ARISING FROM OR RELATING TO THE SERVICES WILL NOT EXCEED THE FEES PAID OR PAYABLE BY THAT VENUE CUSTOMER TO RINKWARE FOR THE AFFECTED SERVICES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

For End Users who do not pay RinkWare directly for Services, RinkWare's liability will be limited to the maximum extent permitted by applicable law. These limitations do not apply where liability cannot legally be limited.

31. INDEMNIFICATION BY VENUE CUSTOMERS

To the extent permitted by law, a Venue Customer agrees to defend, indemnify, and hold harmless RinkWare LLC and its officers, employees, contractors, and agents from third-party claims arising from the Venue's products, services, premises, employees, or operations; content supplied by the Venue; the Venue's violation of law; the Venue's violation of third-party rights; the Venue's waiver or customer agreements; unauthorized or unlawful communications initiated by the Venue; or misuse of the Services by the Venue or its authorized users. This obligation does not apply to the extent a claim results from RinkWare's own conduct for which indemnification cannot legally be required.

32. INFORMAL DISPUTE RESOLUTION

Before initiating arbitration, a party must provide the other party with written notice describing the dispute and requested relief. Notices to RinkWare must be sent to legal@rinkware.com and should identify the person or business asserting the claim and provide sufficient information to investigate the dispute. The parties agree to attempt in good faith to resolve the dispute for at least 30 days following receipt of the notice before commencing arbitration.

33. BINDING INDIVIDUAL ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Except for disputes expressly excluded below, any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or the relationship between you and RinkWare that cannot be resolved through the informal process above will be resolved through binding individual arbitration rather than in court.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. Unless the parties agree otherwise, arbitration will be administered by the American Arbitration Association ("AAA") under the applicable AAA rules. Arbitration may be conducted remotely by telephone, video conference, written submissions, or another mutually appropriate method when permitted by the applicable rules. The arbitrator may award any individual remedy that would otherwise be available in a court of competent jurisdiction, subject to applicable law and these Terms.

34. CLASS ACTION AND REPRESENTATIVE ACTION WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND RINKWARE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY. NEITHER PARTY MAY PARTICIPATE AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR ARBITRATION EXCEPT WHERE THIS WAIVER IS PROHIBITED BY LAW. An arbitrator may not consolidate claims of multiple persons or preside over a representative or class proceeding unless both parties expressly agree in writing or applicable law requires otherwise.

35. JURY TRIAL WAIVER

FOR DISPUTES SUBJECT TO ARBITRATION, YOU AND RINKWARE KNOWINGLY WAIVE THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY IN COURT.

36. EXCEPTIONS TO ARBITRATION

Either party may pursue an eligible individual claim in small-claims court. Either party may also seek temporary, preliminary, or injunctive relief from a court of competent jurisdiction where reasonably necessary to protect intellectual property, confidential information, systems, networks, security, or prevent unauthorized access or misuse.

37. GOVERNING LAW

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles, except where federal law governs. For disputes not subject to arbitration, the parties consent to jurisdiction and venue in the state or federal courts having jurisdiction over Montgomery County, Texas, unless applicable law requires otherwise.

38. FORCE MAJEURE

RinkWare will not be liable for delays or failures caused by circumstances beyond its reasonable control, including natural disasters, severe weather, fires, utility failures, internet or telecommunications outages, governmental actions, labor disruptions, epidemics, pandemics, war, terrorism, civil unrest, cyberattacks, or failures of third-party infrastructure.

39. CHANGES TO THESE TERMS

RinkWare may revise these Terms periodically. When material changes are made, RinkWare may provide notice through the Services, by email, on its website, or through another reasonable method. Continued use after revised Terms become effective constitutes acceptance to the extent permitted by law.

40. SEVERABILITY

If a provision of these Terms is determined to be unlawful or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in effect.

41. NO WAIVER

Failure by RinkWare to enforce a provision does not waive its right to enforce that provision later.

42. ASSIGNMENT

You may not assign your rights or obligations under these Terms without RinkWare's prior written consent. RinkWare may assign these Terms in connection with a merger, acquisition, reorganization, financing, sale of assets, or similar transaction, subject to applicable law.

43. ENTIRE AGREEMENT

These Terms, together with applicable order forms, service agreements, privacy policies, data-processing agreements, and other expressly incorporated terms, constitute the agreement concerning the applicable Services. If a separately executed written agreement between RinkWare and a Venue Customer conflicts with these Terms, the separately executed agreement controls to the extent of the conflict.

44. CONTACT

RinkWare LLC
26400 Kuykendahl Rd, Ste C180
The Woodlands, TX 77375
United States
legal@rinkware.com
1-800-590-4193