Terms of Service

Effective date: November 21, 2026

These Terms of Service ("Terms") are an agreement between you, the Shopify merchant who installs or uses the App ("Merchant," "you"), and PRO Ventures Holdings LLC, an Arizona limited liability company (formation pending), 2034 E Southern Ave, Unit O, Tempe, AZ 85282 ("we," "us," "our"). They govern your use of the Reminder Pass Shopify app, the website at reminderpass.com, and related services (together, the "Service").

By installing or using the Service, you agree to these Terms and to our Privacy Policy. If you are accepting on behalf of a business, you confirm that you have authority to bind that business. If you do not agree, do not install or use the Service.

1. The Service

Reminder Pass lets you offer your customers an Apple Wallet or Google Wallet pass that delivers reorder and refill reminders for products customers reorder, with subscription and reorder links, through Wallet pass notifications. We may add, change, or remove features over time.

2. Eligibility and your Shopify account

You must have an active Shopify store and be at least 18 years old. You must comply with Shopify's Terms of Service and the Shopify API License and Terms of Use. You are responsible for all activity under your store's installation of the App.

3. Subscription billing through Shopify

- **Billing through Shopify:** all App fees are billed through Shopify's Billing API and appear on your Shopify invoice. We do not collect payment information directly.
- **Plans and free trials:** plan prices, usage limits, and any free trial are shown on the App's Shopify App Store listing and in the App when you subscribe. If you do not uninstall or cancel before a free trial ends, your selected plan begins and Shopify bills you for it.
- **Renewal:** subscriptions renew automatically each billing cycle until you cancel them or uninstall the App.
- **Changes:** we may change pricing with at least 30 days' notice. Shopify may ask you to approve new charges. You can upgrade, downgrade, or cancel in the App or by uninstalling it.
- **Refunds:** fees are non-refundable except where the law requires otherwise or we agree otherwise in writing. Shopify's billing terms also apply to charges and credits.
- **Taxes:** fees do not include taxes, which may be added by Shopify where applicable.

4. Acceptable use

You agree not to use the Service to:

- Send spam, or deceptive, misleading, harassing, or unlawful messages.
- Send notifications to people who have not added your pass or who have asked not to be contacted.
- Promote illegal products or services, or products you are not legally allowed to sell in your customers' locations.
- Violate the Apple Wallet or Apple Developer guidelines, the Google Wallet API terms and acceptable use policy, or Shopify's policies.
- Infringe anyone's intellectual property, privacy, or publicity rights.
- Upload malware, or interfere with, overload, or try to gain unauthorized access to the Service or its systems.
- Reverse engineer, resell, sublicense, or build a competing product from the Service, except where the law allows.

We may suspend or limit access if we reasonably believe your use violates these Terms or puts the Service, users, or third parties at risk.

5. Merchant responsibilities for messaging your customers

You are solely responsible for:

- **Content:** the text, images, links, offers, and timing of all reminders and pass content you set up. All content must be accurate and not misleading.
- **Consent and notices:** having a lawful basis for contacting your customers and giving them any required notices. This includes describing the pass and reminders in your own privacy policy.
- **Compliance:** complying with all laws that apply to your products, marketing, and messages. Examples include consumer protection laws, automatic-renewal and subscription laws, and privacy laws such as GDPR and the CCPA.
- **Customer requests:** responding to your customers' privacy requests and opt-outs. You can rely on the Shopify compliance webhooks the App supports to help with this.
- **Your products and orders:** your products, pricing, fulfillment, subscriptions, refunds, and customer service. Reminders are convenience notices only. We are not a party to any transaction between you and your customers.

6. Third-party services

The Service depends on third-party platforms, including Shopify, Apple Wallet and the Apple Push Notification service, Google Wallet, and hosting providers such as Cloudflare and AWS. We do not control

these platforms and are not responsible for their availability, delays, policy changes, or failures. This includes notifications that a device, operating system, or user setting does not deliver or display.

7. Intellectual property

We and our licensors own the Service and all related intellectual property. We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your store during your subscription. You keep ownership of your content, such as your logos, brand assets, and message text. You grant us a license to host, process, and display that content only to provide the Service. If you send us feedback, we may use it without any obligation to you.

8. Data and privacy

Our handling of personal information is described in our Privacy Policy. For your customers' personal information, you are the controller or business, and we act as your processor or service provider. We process that information only to provide the Service and as you instruct. When you uninstall the App, we delete store and customer data as described in the Privacy Policy, within 48 hours of uninstall.

9. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY REMINDER OR NOTIFICATION WILL BE DELIVERED, DISPLAYED, OR DELIVERED ON TIME, OR THAT THE SERVICE WILL PRODUCE ANY PARTICULAR SALES OR BUSINESS RESULTS.

10. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PRO VENTURES HOLDINGS LLC NOR ITS MEMBERS, MANAGERS, EMPLOYEES, OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THIS INCLUDES LOST PROFITS, REVENUE, SALES, DATA, OR GOODWILL, ARISING FROM OR RELATED TO THE SERVICE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT THAT GAVE RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

11. Indemnification

You agree to defend, indemnify, and hold harmless PRO Ventures Holdings LLC and its affiliates, members, managers, and employees against any claims, damages, losses, and expenses, including reasonable attorneys' fees, arising from:

- Your content or messages.
- Your products or your dealings with your customers.
- Your violation of these Terms or of any law.
- Your violation of any third party's rights.

12. Term and termination

These Terms apply from the time you install the App until it is uninstalled or these Terms are terminated. You may stop using the Service at any time by uninstalling the App from your Shopify admin. We may suspend or terminate your access with notice, or right away if you materially breach these Terms, if your use creates legal or security risk, or if Shopify, Apple, or Google requires it. When the Service ends:

- Your license ends.
- Existing passes stop receiving new reminders.
- Your data is deleted as described in the Privacy Policy.

Sections 3 (as to amounts owed), 7, and 9 through 15 survive termination.

13. Changes to these Terms

We may update these Terms from time to time. If we do, we will change the effective date above. For material changes, we will give notice through the App or by email at least 15 days before the changes take effect. If you keep using the Service after the effective date, you accept the updated Terms.

14. Governing law and venue

These Terms are governed by the laws of the State of Arizona, USA, without regard to its conflict-of-laws rules. Any dispute arising from or related to these Terms or the Service will be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and each party consents to those courts' jurisdiction. Before filing a claim, each party agrees to try in good faith to resolve the dispute informally for at least 30 days after written notice.

15. General

- These Terms and the Privacy Policy are the entire agreement between you and us about the Service.

- If any provision is found unenforceable, the rest of these Terms remain in effect.
- If we do not enforce a provision, that does not waive our right to enforce it later.
- You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition, or sale of assets.
- Neither party is liable for delays caused by events beyond its reasonable control.

16. Contact

PRO Ventures Holdings LLC (Reminder Pass)
2034 E Southern Ave, Unit O
Tempe, AZ 85282, USA
Email: support@reminderpass.com