



PRIVACY POLICY

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RinkWare LLC

26400 Kuykendahl Rd, Ste C180, The Woodlands, TX 77375

Privacy and Legal: legal@rinkware.com | 1-800-590-4193

RinkWare LLC ("RinkWare," "we," "us," or "our") respects privacy and seeks to process personal information responsibly. This Privacy Policy explains how RinkWare collects, uses, processes, discloses, retains, and protects personal information in connection with our websites, applications, software-as-a-service platform, online booking systems, ticketing systems, digital waiver systems, venue websites, forms, point-of-sale functionality, customer relationship and communication tools, and related products and services (collectively, the "Services").

1. SCOPE

This Privacy Policy applies to personal information processed by RinkWare through the Services. It does not necessarily govern the independent privacy practices of businesses using RinkWare ("Venues"). A Venue may maintain its own privacy policy governing information it collects from its customers, participants, guests, employees, and other individuals. Where a Venue determines the purposes and means of processing, the Venue is responsible for its own notices, lawful bases, consents, disclosures, retention choices, and compliance obligations.

2. RINKWARE'S PRIVACY ROLE

RinkWare may process personal information in different capacities depending on the circumstances. For information relating to RinkWare customer accounts, subscriptions, billing, RinkWare website visitors, support, security, fraud prevention, business communications, and RinkWare's own legal and operational requirements, RinkWare may act as a controller, business, or similar regulated entity under applicable law. When a Venue uses RinkWare to collect or manage information concerning the Venue's customers, participants, guests, employees, or other individuals, the Venue generally determines why the information is collected and RinkWare generally acts as a processor, service provider, contractor, or similar role on the Venue's behalf. Requests concerning Venue-controlled information may therefore need to be directed to the applicable Venue.

3. VENUE RESPONSIBILITIES

Venue Customers are responsible for configuring and using the Services lawfully. This includes determining what information to collect, providing required privacy notices, obtaining any legally required consent or authorization, honoring applicable privacy rights, establishing appropriate retention practices, limiting employee access, and ensuring that information submitted to RinkWare is lawful and reasonably necessary. A Venue must not instruct RinkWare to process personal information in a manner that violates applicable law or third-party rights. Unless RinkWare expressly agrees in a signed writing, a Venue must not use the Services in a manner that would require RinkWare to assume specialized regulatory obligations that do not otherwise apply to the Services.

4. CATEGORIES OF INFORMATION WE MAY PROCESS

Depending on how the Services are used, RinkWare may process contact information; account and authentication information; Venue affiliation and user roles; booking and party information; ticketing and admission information; digital waiver and acknowledgment information; form submissions; participant and minor-related information supplied by an authorized adult; payment and transaction metadata; technical and device information; logs and security information; customer-support information; communications; and other information a Venue elects to collect through configurable Services. The specific information processed varies by Venue configuration and use of the Services.

5. PAYMENT INFORMATION

Payments may be processed by independent payment-service providers. Complete payment-card credentials may be collected directly by those providers rather than RinkWare. RinkWare may receive transaction identifiers, payment status, card brand or type, limited card details, amounts, refunds, disputes, deposits, taxes, fees, and related metadata. Payment processors process information under their own agreements, privacy notices, security programs, and legal obligations.

6. HOW WE COLLECT INFORMATION

We may receive information directly from an individual; from a Venue; from authorized Venue employees or contractors; when an account is created or used; through bookings, tickets, waivers, forms, websites, point-of-sale functions, or other Services; automatically through cookies, logs, local storage, session technologies, and similar technologies; from payment processors and other service providers; from integrations authorized by a Venue; and from other lawful sources.

7. HOW WE USE PERSONAL INFORMATION

RinkWare may use personal information to provide, host, secure, maintain, support, and improve the Services; create and administer accounts; process bookings and transactions; provide tickets, confirmations, and digital waivers; deliver Venue form submissions; operate websites and hosted services; authenticate users; provide customer support; communicate service, account, security, billing, renewal, and transaction information; process subscriptions and payments; detect, investigate, and prevent fraud, abuse, security incidents, and unauthorized access; troubleshoot and diagnose technical problems; maintain records and backups; comply with legal obligations; establish, exercise, or defend legal claims; enforce agreements; resolve payment disputes and chargebacks; conduct internal analytics and capacity planning; and protect RinkWare, Venues, users, and others.

8. DATA MINIMIZATION AND SENSITIVE INFORMATION

RinkWare seeks to limit processing to information reasonably related to legitimate and disclosed purposes. Venue Customers should configure forms, waivers, booking systems, employee tools, and other Services to request only information reasonably necessary for their purposes. Venues should avoid collecting highly sensitive information unless it is necessary, lawful, and appropriately protected. RinkWare does not represent that every configurable field or workflow is appropriate for every legal or regulatory use case.

9. COOKIES AND SIMILAR TECHNOLOGIES

RinkWare websites and Services may use cookies, local storage, session technologies, and similar technologies to maintain authenticated sessions, remember preferences, preserve booking or shopping sessions, provide security, prevent fraud, diagnose problems, understand system usage, and improve performance. Where required by applicable law, additional notice or consent mechanisms may be provided. Browser or device controls may affect functionality if essential technologies are blocked.

10. SERVICE PROVIDERS, PROCESSORS, AND SUBPROCESSORS

RinkWare may disclose or make information available to vendors and service providers that perform services on our behalf, including cloud infrastructure, hosting, database, payment processing, transactional email, communications, security, analytics, error monitoring, technical support, and related infrastructure. These providers may process information as reasonably necessary to provide their services and subject to applicable contractual and legal requirements. RinkWare may replace or add providers as its technology stack evolves.

11. DISCLOSURES TO VENUES AND AUTHORIZED USERS

Information submitted through a Venue's RinkWare-powered service may be made available to that Venue and its authorized users so the Venue can operate its business and fulfill the applicable transaction or activity. RinkWare is not responsible for a Venue's independent use, export, disclosure, retention, or handling of information after the Venue obtains access to it, except to the extent responsibility cannot legally be excluded.

12. LEGAL, SECURITY, FRAUD, AND DISPUTE DISCLOSURES

RinkWare may preserve, use, and disclose information when reasonably necessary to comply with law or legal process; respond to lawful governmental requests; enforce agreements; investigate suspected fraud, abuse, unauthorized access, or security incidents; protect systems and users; prevent harm; collect valid amounts due; establish, exercise, or defend legal claims; or investigate and respond to payment disputes and chargebacks. Where permitted by law, relevant records may be provided to payment processors, acquiring banks, card networks, issuing banks, dispute-resolution providers, arbitrators, courts, insurers, attorneys, auditors, collection providers, or other parties reasonably involved in resolving the matter. RinkWare will not intentionally disclose more information than it reasonably believes necessary for the applicable purpose.

13. BUSINESS TRANSACTIONS

Information may be transferred, disclosed, or reviewed in connection with an actual or proposed merger, acquisition, financing, reorganization, bankruptcy, sale of assets, due diligence process, or similar corporate transaction. Any successor receiving personal information remains subject to applicable law concerning that information.

14. SALE, SHARING, TARGETED ADVERTISING, AND PROFILING

RinkWare does not intend to sell personal information for monetary consideration as part of its ordinary business model. RinkWare does not currently intend to use personal information collected through Venue bookings, tickets, or waivers for profiling that produces legal or similarly significant effects concerning individuals. If RinkWare's practices change in a manner that constitutes a sale, sharing, targeted advertising, or qualifying profiling under applicable law, RinkWare will provide disclosures and choice mechanisms required by applicable law.

15. AGGREGATED AND DEIDENTIFIED INFORMATION

RinkWare may create and use aggregated or deidentified information for legitimate business purposes, including service administration, analytics, benchmarking, security, capacity planning, product improvement, and industry insights. Where required by applicable law, RinkWare will maintain deidentified information in deidentified form and will not attempt to reidentify it except as permitted by law, including to test whether deidentification processes are effective.

16. DATA RETENTION

RinkWare retains personal information for periods reasonably necessary for the purposes for which it is processed, including providing Services, fulfilling transactions, maintaining business and accounting records, complying with contractual and legal requirements, resolving disputes, supporting Venue operations, maintaining security, preventing fraud, enforcing agreements, and defending legal claims. Retention periods vary by data type, Venue configuration, contractual requirements, legal obligations, and operational needs. Information may remain in backups, archives, logs, fraud-prevention systems, or disaster-recovery systems after deletion from active systems and may be retained where deletion is technically impracticable or legally restricted, provided it remains subject to appropriate protections.

17. SECURITY

RinkWare uses administrative, technical, and organizational safeguards intended to protect personal information against unauthorized access, acquisition, destruction, loss, misuse, or alteration. Measures may include access controls, authentication, encryption where appropriate, logging, network protections, backups, software maintenance, and other security practices. No internet-connected system, transmission method, or storage system can be guaranteed to be completely secure, and RinkWare does not warrant absolute security. Venue Customers and users are responsible for protecting credentials, devices, local networks, employee access, and information they export from the Services.

18. SECURITY INCIDENTS AND DATA BREACHES

If RinkWare discovers a security incident involving personal information, RinkWare will investigate and take action it considers appropriate under the circumstances. Where notification is legally required, RinkWare will provide or assist with legally required notifications according to its role in processing the affected information. A Venue acting as controller may be responsible for determining whether notice to its customers, regulators, or other persons is required. Nothing in this Policy creates a contractual notification obligation broader than applicable law or a separately executed written agreement.

19. CHILDREN AND MINORS

RinkWare provides technology to businesses whose activities may involve families and minors. RinkWare's general business Services are not intended to enable children under 13 to independently establish RinkWare customer accounts. An authorized adult may provide information about a child in connection with legitimate Venue activities such as party reservations, event registrations, participant records, digital waivers, admissions, or similar services. The adult represents that they have authority to provide the information. Venues are responsible for obtaining any consent or authorization required for their activities and must not configure the Services to knowingly collect personal information directly from children in violation of applicable law.

20. PARENT AND GUARDIAN REQUESTS

A parent or legal guardian may contact RinkWare concerning personal information believed to have been submitted directly by their child. RinkWare may verify the requester's identity and authority before disclosing, correcting, or deleting information. Where the information is controlled by a Venue, RinkWare may direct the requester to that Venue or assist the Venue in responding as appropriate.

21. PRIVACY RIGHTS

Depending on residence, applicable law, RinkWare's role, statutory thresholds, and exemptions, individuals may have rights to confirm processing; access personal information; correct inaccuracies; delete certain information; obtain a portable copy of certain information; opt out of certain sales, sharing, targeted advertising, or qualifying profiling; limit certain uses of sensitive information; withdraw consent where processing is based on consent; or appeal certain decisions. These rights are not absolute and may be subject to identity verification, legal exceptions, record-retention requirements, security needs, fraud-prevention needs, and RinkWare's role as a processor for a Venue.

22. TEXAS PRIVACY RIGHTS

Texas residents may have rights under the Texas Data Privacy and Security Act ("TDPSA"), subject to statutory applicability and exceptions. Where the TDPSA applies, RinkWare will process qualifying requests and appeals as required by law and will not unlawfully discriminate against an individual for exercising applicable privacy rights. 23. OTHER U.S. STATE PRIVACY RIGHTS Residents of other U.S. states may have additional privacy rights under applicable state law. RinkWare will honor legally applicable rights subject to statutory thresholds, exemptions, verification requirements, and RinkWare's role in the relevant processing. A right available under one state's law does not necessarily apply to every person, Venue, transaction, or category of information.

24. SUBMITTING A PRIVACY REQUEST

Privacy requests concerning information controlled by RinkWare may be submitted to legal@rinkware.com or by mail to RinkWare LLC, 26400 Kuykendahl Rd, Ste C180, The Woodlands, TX 77375, United States. You may also call 1-800-590-4193 for assistance regarding the appropriate request method. Requests should provide sufficient information to identify the relevant records and permit verification where legally appropriate. RinkWare may request additional information reasonably necessary to verify identity, authority, residency, or the scope of the request. RinkWare may decline or limit requests where permitted by law, including requests that cannot reasonably be verified, are manifestly unfounded or excessive, conflict with legal obligations, threaten security or the rights of others, or concern information RinkWare processes solely on behalf of a Venue.

25. AUTHORIZED AGENTS AND APPEALS

Where applicable law permits use of an authorized agent, RinkWare may require evidence of the agent's authority and may independently verify the request with the individual where permitted. If RinkWare denies a privacy request that is subject to a statutory right of appeal, the individual may appeal by emailing legal@rinkware.com with the subject "Privacy Request Appeal" and identifying the original request and basis for reconsideration. RinkWare will respond within the period required by applicable law.

26. VENUE-CONTROLLED PRIVACY REQUESTS

If RinkWare processes personal information solely on behalf of a Venue, RinkWare may not have authority to independently fulfill a request concerning that information. In such cases, the individual should contact the Venue. RinkWare may refer the request to the Venue and will provide reasonable assistance required by applicable law or a controlling written agreement. RinkWare is not responsible for a Venue's failure to respond to a request that the Venue is legally responsible for handling.

27. INTERNATIONAL USERS AND DATA TRANSFERS

RinkWare is based in the United States. If the Services are accessed from another country, information may be processed in the United States and in other jurisdictions where RinkWare or its service providers operate. Those jurisdictions may have privacy laws that differ from the laws where the individual resides. Venue Customers operating outside the United States are responsible for determining whether additional notices, consents, contracts, transfer mechanisms, localization requirements, or other safeguards apply to their own use of the Services. Where RinkWare is legally required to implement a particular transfer mechanism for its processing, RinkWare will do so as applicable.

28. EMAIL, SMS, AND COMMUNICATION PREFERENCES

RinkWare may send administrative, transactional, security, account, billing, renewal, payment, and service-related communications necessary to provide or protect the Services. Such communications may not be subject to promotional opt-out preferences. Recipients may opt out of RinkWare-controlled promotional email using the unsubscribe mechanism provided where applicable. Marketing or promotional communications initiated independently by a Venue are the responsibility of that Venue, including obtaining required consent and honoring opt-out requests.

29. THIRD-PARTY SERVICES AND LINKS

The Services may integrate with or link to third-party websites, payment processors, communications services, analytics providers, or other independent services. Third parties are governed by their own agreements and privacy practices. RinkWare is not responsible for the independent privacy, security, availability, or data-handling practices of third parties, except to the extent responsibility cannot legally be excluded.

30. DATA EXPORTS AND VENUE COPIES

Venue Customers may be able to view, download, print, export, transmit, or otherwise obtain copies of information through the Services. Once information is exported from RinkWare or provided to a Venue or its authorized user, the recipient is responsible for securing, retaining, using, sharing, and disposing of that copy in accordance with applicable law and its own obligations. Deletion from RinkWare does not delete copies previously exported, printed, transmitted, or independently retained by a Venue or other authorized recipient.

31. NO EXPANSION OF CONTRACTUAL DUTIES

This Privacy Policy describes RinkWare's privacy practices and is not intended to create contractual rights or obligations beyond those required by applicable law or expressly established in a separately executed written agreement. Nothing in this Policy limits rights that cannot lawfully be waived or restricted. If a separately executed data-processing agreement or other written agreement governs particular processing and conflicts with this Policy, that agreement controls to the extent of the conflict.

32. CHANGES TO THIS PRIVACY POLICY

RinkWare may update this Privacy Policy periodically to reflect changes in the Services, technology, service providers, legal requirements, or privacy practices. The "Last Updated" date identifies the latest version. When changes are material, RinkWare may provide additional notice where appropriate or legally required. Unless applicable law requires otherwise, use of the Services after the effective date of an updated Policy is subject to the updated Policy.

33. CONTACT RINKWARE

Questions concerning this Privacy Policy or RinkWare's privacy practices may be directed to: RinkWare LLC 26400 Kuykendahl Rd, Ste C180 The Woodlands, TX 77375 United States Privacy and Legal: legal@rinkware.com Telephone: 1-800-590-4193