End User License Agreement (EULA)
Effective Date: July 18, 2025

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1. Introduction
This End User License Agreement ("Agreement") is a legally binding contract between you ("you," "your," or "Customer") and **Twin Peaks Online Corporation**, a Delaware C Corporation located at 16192 Coastal Highway, Lewes, DE 19958 ("TwinPeaks," "we," "us," or "our").
This Agreement governs your use of any software provided by TwinPeaks, including:
- Web-based platforms (e.g., MyOnlineBakery)
- including limited legacy support for installed software previously licensed
- Android mobile apps (e.g., POMePOS, POMeTIME, POMeROUTE)

By accessing or using any part of the software, you agree to be bound by this Agreement. If you do not agree, you may not access or use the software.

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2. Definitions
NEW:
- "Software" refers to any web-based, installed/server-based, or mobile software licensed from TwinPeaks.
- "Legacy Software" refers to any installed or server-based software previously licensed from TwinPeaks, including but not limited to Z-Bake, which reached end-of-life in 2018. Legacy Software is no longer available for sale and is supported only on a case-by-case basis.
- "User" refers to the individual, business, or employee licensed or given access to use the Software either in a production environment, or sandbox, testing, or demo environment.
- "License" refers to the access rights granted under this Agreement.

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3. Grant of License
We grant you a limited, non-exclusive, non-transferable license to use the Software solely for your internal business operations, subject to payment and compliance with this Agreement. This license allows access by your authorized employees, limited to the number of users specified in your subscription or purchase.

A. Web-Based Use
Access to the Software is browser-based or mobile-based. Each user must have unique login credentials. User licenses are assigned to specific individuals and may not be reassigned except in the case of permanent role change or termination, with written notice to TwinPeaks.

B. Installed Software (Server/Desktop)
If you license an installed version (e.g., Z-Bake), you may install the Software on a single device or network environment. Access must be limited to the number of active users licensed. You may create backup copies for disaster recovery or archival purposes but may not run those copies concurrently with the primary license.

B. Installed Software (Legacy / Server-Based)
We no longer offer new licenses for legacy installed software, including Z-Bake, which reached end-of-life in 2018. Existing licensees may continue using the software subject to the original terms of their agreement.
Technical support for Legacy Software is offered on a case-by-case basis and may be billed hourly. Depending on the request, users may be required to upgrade to our current web-based platform, MyOnlineBakery (MOB), in order to receive continued support.
We make no representations regarding compatibility with modern operating systems, third-party integrations, or security compliance. Legacy Software is provided "as-is" without future updates.

4. User Restrictions

You agree not to:
- Copy, reverse-engineer, decompile, or distribute the Software
- Share or transfer access to unauthorized users
- Use the Software for unlawful, harmful, or abusive activities
- Modify, alter, or tamper with the Software unless authorized in writing

Violation of any of the above restrictions may result in immediate suspension or termination of your license without refund. TwinPeaks reserves the right to pursue all legal remedies available under applicable law for unauthorized use, access, or distribution of the Software.

5. Payments & Subscription Terms

A. Web-Based Software

Subscriptions are billed monthly in U.S. dollars via approved payment methods (e.g., credit card or ACH). Your subscription auto-renews unless canceled with 30 days' notice before the next billing cycle.

B. Server-Based Software

Legacy Software licenses are non-refundable and no longer sold. Existing licenses remain active under their original terms, but no refunds or reactivations will be issued.

Setup, training, or data migration fees may apply. These fees are non-refundable once service has begun.

6. Cancellations & Refunds

A. Web-Based

Cancel any time with 30 days' written notice. Cancellations during an active cycle take effect at the end of the next billing cycle. No partial refunds unless required by law.

B. Installed Software

All sales are final. Z-Bake licenses and module purchases are non-refundable.

7. Data & Privacy

Your use of the Software is subject to our [Privacy Policy]. We collect and process information as outlined therein.

We do not claim full legal compliance with foreign data protection laws, but we strive to handle your data in line with their principles and expectations.

8. Subprocessors & Integrations

To deliver full functionality, we rely on certain third-party service providers ("subprocessors") for specific features and infrastructure. These may include:

- Secure payment processing
- Electronic Data Interchange (EDI)
- PDF generation, Excel/MySQL data exports
- Hosting, cloud backups, email delivery, and print routing

All subprocessors are contractually required to protect your data and may access information only as needed to perform their functions in connection with our services.

By using our software or enabling optional integrations, you acknowledge that certain features are powered by third-party providers and may be subject to their own terms of service and privacy policies. We recommend reviewing those documents when applicable.

For a current list of subprocessors and key integrations, please contact us at support@twinpeaks.net.

9. Cross-Border Data Transfers
Your data may be transferred to and processed in the United States or other countries. We implement appropriate legal, technical, and organizational safeguards to protect your personal data across borders.

10. Security & Compliance
We use secure hosting, SSL encryption, user access controls, and backup systems to protect your data. Payment data is tokenized and managed by PCI DSS-compliant processors. We do not store full credit card numbers.

11. Support & Maintenance
A. Web-Based
Support is available by phone or email during standard U.S. business hours. Emergency support may be provided after hours.
B. Installed Software / Legacy Products
Support for Legacy Software is not covered by any active maintenance plans. All assistance is offered on a discretionary, case-by-case basis and may be billed hourly. Depending on the issue or integration required, you may be asked to migrate to a supported product, such as MyOnlineBakery.
We do not guarantee support for outdated versions, deprecated features, or compatibility with current operating systems or hardware.
Android app support follows the same business hour schedule as web-based users.

12. Updates & Modifications
We reserve the right to make updates to the Software at any time. Cloud-based software updates may be automatic. No updates or upgrades will be provided to legacy software.
Custom programming is offered at TwinPeaks' discretion and may be distributed to all users unless otherwise agreed.
Legacy Software will not receive any further product updates or bug fixes. Users may request data export or migration assistance, subject to hourly billing and compatibility limitations.

13. Use of Business Name & Logo
By using our Software, you grant TwinPeaks the right to use your company's name, logo, and general use case (not confidential data) in reference materials, marketing, and sales collateral. You may opt out at any time by contacting support@twinpeaks.net.

14. Termination
We may suspend or terminate your license if you materially breach this Agreement. You must stop using the Software and delete any locally installed versions upon termination.

15. Limitation of Liability
To the maximum extent permitted by law, TwinPeaks is not liable for indirect, incidental, special, or consequential damages including lost data, lost revenue, or business interruption.
Our liability for any claim will not exceed the amount you paid to us in the 12 months preceding the incident.

16. Arbitration & Governing Law

Any dispute, claim, or controversy arising out of or relating to this Agreement, the Software, or your use of our services shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

The arbitration shall take place in Lewes, Delaware, United States, unless the parties mutually agree to a different location in writing.

Where permitted by applicable law, arbitration proceedings may be conducted in person, by telephone, or via secure video conference, at the discretion of the arbitrator.

The arbitrator shall apply the laws of the State of Delaware, excluding its conflict of law principles. The arbitrator's decision shall be final and binding and may be entered in any court of competent jurisdiction.

You agree to resolve all disputes in an individual capacity and not as part of any class or representative action. If you bring a claim in violation of this clause, TwinPeaks may recover its reasonable attorneys' fees and costs, up to $500.

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17. Contact
If you have questions, requests, or concerns about this license agreement, contact us at:
Name: Twin Peaks Online Corporation
Address: 16192 Coastal Highway, Lewes, Delaware 19958
Phone: (626) 793-7223
Email: support@twinpeaks.net