

Effective Date: 03/01/2026

Welcome to the Mississinewa Cigar Company, LLC. By using our services, you agree to abide by the terms outlined in this document (the "Terms of Service" or "Agreement"). These terms govern your access to and use of our custom mobile application services ("Services"). If you do not agree with these terms, please do not use our Services.

1. Acceptance of Terms

By signing up for or using our services, you, the client ("Client" or "You"), agree to these Terms of Service, our Privacy Policy, and any additional terms or policies referenced herein. These terms apply to all Mississinewa Cigar Company .

2. Description of Services

The Mississinewa Cigar Company LLC provides premium cigars and craft cocktails in a traditional lounge setting. No mail order or purchasing services are provided via our mobile application.

3. Payment Processing

Our mobile applications are designed to integrate with Stripe for payment processing. By connecting your Stripe account to the app, you agree to comply with Stripe's terms and policies, including but not limited to restrictions on selling certain prohibited products.

Mississinewa Cigar Company, LLC uses various payment processing services at our brick and mortar location.

4. Prohibited Sales of Alcohol and Other Restricted Items regarding our mobile application.

TapWyse (the provider of our mobile application) apps are **strictly prohibited from being used to sell alcohol or any other restricted or prohibited substances directly to customers**. This restriction aligns with Stripe's Acceptable Use Policy, which does not allow the direct sale of alcohol via their platform. However, Clients may use their app to offer memberships and other approved services and products that comply with applicable laws and regulations.

Prohibited Sales via App:

- Direct sales of alcohol
- Sales of other prohibited or restricted items as outlined in Stripe's Acceptable Use Policy

5. Client Responsibilities

Clients are solely responsible for:

- Compliance with all applicable laws and regulations, including local, state, and federal laws related to the sale of alcohol and other restricted products.
- Managing their Stripe account and ensuring it is in good standing.
- Following all TapWyse and Stripe policies, including restrictions on direct alcohol sales.
- Accurately describing and delivering products and services to end users of their app.

- Maintaining confidentiality of user information and ensuring data privacy in accordance with applicable laws.

6. Regarding the use of our mobile app, generated by TapWyse.

All intellectual property rights related to the design, development, and functionality of the TapWyse app remain the exclusive property of TapWyse. Clients have a non-exclusive, revocable license to use the app as part of our Services. Clients may not copy, distribute, modify, or reverse-engineer any portion of the TapWyse app.

7. Limitation of Liability

To the fullest extent permitted by law, TapWyse shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, resulting from:

- The use of or inability to use the TapWyse app.
- Any issues arising from third-party payment processing (e.g., Stripe).
- Unauthorized access, use, or alteration of your transmissions or data.

8. Indemnification

You agree to indemnify and hold TapWyse, its affiliates, officers, agents, and employees harmless from any claim or demand (including reasonable attorney fees) arising out of:

- Your violation of these Terms of Service.
- Your breach of any applicable laws, including restrictions on alcohol sales.
- Any transactions made using the app, including disputes with end users.

9. Termination

TapWyse reserves the right to suspend or terminate the Services at any time, with or without notice, if the Client is found to be in violation of these Terms of Service or other applicable policies.

10. Modification of Terms

TapWyse reserves the right to modify these Terms of Service at any time. We will notify clients of any changes by updating the “Effective Date” at the top of this document. Continued use of the Services after any such changes constitutes acceptance of the revised Terms of Service.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of CA. Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in San Diego County, in accordance with the rules of the American Arbitration Association.

By using TapWyse Services, you acknowledge that you have read, understood, and agreed to these Terms of Service.