



REAL TIME ORDERING

**DEALER / POS PARTNER SERVICE
AGREEMENT**

Master Dealer / Partner Services Agreement



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This Dealer / POS Partner Agreement (“Agreement”) is entered into between **Real Time Ordering LLC (“RTO” or “Company”)** and **[Dealer Name] (“Dealer” or “Partner”)**.

This Agreement governs Dealer’s ability to market, resell, and/or refer merchants to RTO services, including online ordering, branded apps, third-party delivery solutions, third-party ordering aggregation, pay-at-the-table ordering, kiosk ordering, loyalty programs, email marketing, and POS integrations.

1. Acceptance

By signing this Agreement or referring merchants to RTO services, Dealer agrees to be bound by the terms of this Agreement.

Dealer represents that the individual accepting this Agreement has the authority to bind the Dealer organization.

2. Provision of Services

RTO provides restaurant technology services, including but not limited to:

- Online Ordering Platforms
- Branded Mobile Applications
- Branded Websites
- POS Integrations
- Third-Party Delivery Integrations
- Third-Party Order Aggregation
- Kiosk Ordering Systems
- Pay-at-the-Table Technology
- Loyalty / Rewards Programs

Dealer is authorized to market and resell these services to its merchant customers.

3. Agreement Term

The initial term begins on the date of execution (“Effective Date”) and continues on a month-to-month **(1)** term.

After the Initial Term, the Agreement automatically renews for successive one-month periods unless terminated by either party.

4. Termination

Either party may terminate this Agreement with **thirty (30) days written notice**.

RTO may terminate immediately if Dealer:

- Engages in fraud
 - Misrepresents services
 - Fails to pay amounts owed
 - Violates this Agreement
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5. Dealer Pricing and Payment Terms

RTO may provide the Dealer with:

Wholesale Pricing

Dealer purchases services at wholesale and resells to merchants.

OR

Revenue Share

Dealer receives a commission on merchants referred to RTO.

Payment structures may include:

- RTO billing merchants directly
- Dealer billing merchants and paying RTO wholesale fees

Payment terms are **Net 30 unless otherwise stated**.

6. Taxes

Dealer is responsible for all taxes associated with the resale of services to merchants.

RTO is not responsible for Dealer tax obligations.

7. Marketing Materials and Representations

Dealer may use RTO marketing materials solely for the purpose of promoting RTO services.

Dealer may not:

- Misrepresent product capabilities
 - Alter pricing without authorization
 - Claim ownership of RTO technology
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8. Violations of Network Security

Dealer may not attempt to compromise, disrupt, or gain unauthorized access to RTO systems.

Violations may result in termination and legal action.

9. Warranty Against Unlawful Use

Dealer agrees not to promote or use RTO services for unlawful purposes.

Dealer must comply with all applicable laws and regulations.

10. Limitation of Liability and Warranty

Services are provided “AS IS” and “AS AVAILABLE.”

RTO does not guarantee uninterrupted service and shall not be liable for:

- lost revenue
- lost profits
- indirect or consequential damages

Total liability shall not exceed the fees paid to RTO in the **previous month**.

11. Intellectual Property

All software, technology, APIs, integrations, and trademarks remain the property of **Real Time Ordering LLC**.

Dealer receives **no ownership rights** to RTO technology.

12. Dealer Representations

Dealer represents that it will:

- market services in good faith
 - accurately represent product capabilities
 - comply with all laws
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13. Breach or Cancellation

Failure to comply with the terms of this Agreement may result in termination and legal action.

14. Hardware, Equipment, and Software

Dealer and merchants are responsible for providing compatible POS hardware and internet connectivity.

15. Ownership

All materials, software, and technology developed by RTO remain the exclusive property of RTO.

16. Age

Dealer represents that all authorized representatives are at least **18 years of age**.

17. Indemnification

Dealer agrees to indemnify and hold RTO harmless from claims arising from:

- Dealer misconduct
 - merchant disputes
 - misuse of services
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18. Notice

All notices must be sent to:

customersupport@realtimeordering.com

19. Severability

If any provision of this Agreement is held invalid, the remaining provisions remain in effect.

20. Waiver

Failure to enforce any provision does not constitute a waiver of rights.

21. Assignment by Company

RTO may assign this Agreement without restriction.

Dealer may not assign without written consent.

22. Export Compliance

Dealer agrees to comply with all applicable export laws.

23. Arbitration / Mediation

Disputes shall be resolved through **binding arbitration** under the AAA Commercial Rules.

Location: **San Bernardino County, California.**

24. Attorneys' Fees and Governing Law

This Agreement is governed by the laws of the **State of California.**

The prevailing party may recover reasonable attorneys' fees.

25. No Duty to Back-Up

Dealer and merchants are responsible for maintaining backups of their own data.

26. Dealer's Merchants; Chargebacks; Payment Disputes

Merchants referred by Dealer must agree to the **RTO Merchant Service Agreement**.

Dealer is responsible for managing merchant relationships unless otherwise agreed.

RTO is not responsible for:

- chargebacks
 - refunds
 - merchant payment disputes
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27. Errors and Omissions

RTO reserves the right to correct typographical or system errors.

28. Non-Circumvention

Dealer agrees that during the term of this Agreement and for a period of **three (3) years after termination**, Dealer shall not directly or indirectly:

- develop, replicate, reverse engineer, or attempt to replicate RTO technology, integrations, APIs, or platform functionality;
- bypass, circumvent, or avoid RTO in order to obtain similar services directly from any third party performing services substantially similar to the Services;
- solicit or encourage any RTO merchant customer to terminate or reduce their relationship with RTO for the purpose of replacing RTO services with a competing platform.

Dealer further agrees not to assist any third party in performing the actions described above.

Violation of this section shall constitute a **material breach of this Agreement**.

29. Dealer Commission Structure

RTO may compensate Dealer for referred merchants through one of the following models, as determined by RTO:

(a) Revenue Share

Dealer may receive a percentage of recurring monthly platform fees generated by merchants referred by Dealer.

(b) Wholesale Pricing

Dealer may purchase RTO services at wholesale pricing and resell those services to merchants at a price determined by Dealer.

(c) Hybrid Model

RTO may implement a hybrid model combining revenue share and wholesale pricing.

RTO reserves the right to modify commission structures upon **thirty (30) days' written notice**.

30. Merchant Ownership and Relationship

Merchants introduced by Dealer remain customers of **Real Time Ordering**.

Dealer acknowledges:

- RTO retains the right to provide services directly to merchants.
- RTO retains ownership of the platform and merchant accounts created on the RTO system.
- Merchants may communicate directly with RTO for support, billing, or technical issues.

Nothing in this Agreement prevents RTO from entering into agreements directly with merchants referred by Dealer.

31. API and Integration Rights

RTO may provide access to certain APIs, integrations, or system interfaces for the purpose of enabling Dealer to sell and support RTO services.

Dealer agrees that:

- all APIs and integrations remain the property of RTO;
- Dealer may not replicate, distribute, or sublicense RTO APIs without written consent;
- Dealer may not reverse engineer or extract RTO integration methods.

Access to APIs may be suspended or revoked at RTO's discretion.

32. White-Label and Branding Restrictions

Dealer may not rebrand or white-label RTO services without written authorization from RTO.

Dealer may represent itself as an **Authorized RTO Partner or Dealer**, but may not:

- claim ownership of the platform,

- present the platform as Dealer-developed software,
 - modify RTO branding without approval.
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33. Partner Support Responsibilities

Support responsibilities may be divided between Dealer and RTO as follows:

Dealer Responsibilities

Level 1 support, including:

- merchant onboarding assistance
- menu updates and configuration
- merchant training
- basic troubleshooting

RTO Responsibilities

Level 2 and Level 3 support, including:

- platform issues
- POS integrations
- system outages
- technical troubleshooting



34. Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes prior agreements.

