

## Terms of Use (version dated 01 August 2017)

THANK YOU FOR SELECTING THE SERVICES OFFERED BY OnePOS Retail Solutions Pvt Ltd (REFERRED TO AS "OnePOS", "WE", "US", "OUR"). THIS SERVICE AGREEMENT IS A LEGAL AGREEMENT BETWEEN OnePOS Retail Solutions Pvt Ltd TRADING AS OnePOS (REFERRED TO AS "OnePOS"), AND THE INDIVIDUAL OR LEGAL ENTITY (REFERRED TO AS "CUSTOMER", "USER") USING OR ACCESSING THE OnePOS SERVICE WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION OR A FREE TRIAL. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS. BY ACCEPTING ELECTRONICALLY (FOR EXAMPLE, CLICKING ON "I AGREE"), INSTALLING, ACCESSING OR USING THE OnePOS SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU MAY NOT USE THE SERVICES. In these Agreement terms, "OnePOS SERVICES" means OnePOS's point-of-sale products and services and any features including inventory management, customer loyalty features, products, customers management; and technologies or functionality including OnePOS applications ("Apps", "OnePOS iPad App", OnePOS Android App, "Mobile App") and OnePOSRetail.com ("Website")

## ACCOUNT INFORMATION

1. The person signing up for the Service will be the contracting party ("Account Owner", "Customer") for the purposes of our Terms of Service and will be the person who is authorized to use any correspondent account we may provide to the Account Owner in connection with the Service. The person signing up for the Service must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.
2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.
3. You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process.
4. You acknowledge that OnePOS will use the email address you provide as the primary method for communication.
5. You are responsible for keeping your password secure. OnePOS cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
6. You are responsible for all activity and content such as data, graphics, photos and links that is uploaded under your OnePOS account ("Store Content"). You must not transmit any worms or viruses or any code of a destructive nature.
7. A breach or violation of any term in the Terms of Service as determined in the sole discretion of OnePOS will result in an immediate termination of your services.

## GRANT OF LICENCE FOR USE OF SOFTWARE

OnePOS grants Account Owner the right to access and use the Service via the Website and the Apps with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Account Owner and the Invited Users, or any other applicable laws:

1. the Account Owner determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;
2. the Account Owner is responsible for all Invited Users' use of the Service;
3. the Account Owner controls each Invited User's level of access to the relevant organisation and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
4. If there is any dispute between an Account Owner and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

## No Malicious or Illegal Use Account Owner and any Invited Users shall not (and shall not allow any third party to):

1. distribute viruses or other harmful or malicious computer code via or into the Products;
2. engage in any conduct that disrupts or impedes a third party's use and enjoyment of the OnePOS Services;
3. use the output or other information generated by the Products for any purpose other than as contemplated by this Agreement;
4. use the Products for any use other than Customer's internal business use;
5. use unauthorized modified versions of the Products, including without limitation, for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Product;
6. use the Products in any way that is contrary to applicable local, state/provincial, federal and foreign laws, including without limitation those relating to privacy, electronic communications and anti-spam legislation.
7. OnePOS retains all title to, and, except as expressly licensed herein, all rights to the Services, all copies, derivatives and improvements thereof and all related documentation and materials.

## Fair Use Policy

1. It is important to OnePOS that all eligible OnePOS customers are able to access our Services. Accordingly, We have devised a Fair Use Policy.
2. Fair use limits apply to all OnePOS Services, including any Service advertised as 'unlimited'
3. We may limit, suspend or terminate your OnePOS Service if you unreasonably exceed such limits or excessively use the capacity or resources in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our systems and service quality.
4. Limit on your OnePOS Services may include (but not limited to) the volumes of the following parameters per store: (a) outlets, registers, customers, products and users; (b) storage space required to host and backup your data on our servers; (c) frequency of API (application programming interface) calls per hour; (d) page views per minute period; (e) bandwidth usage per six (6) hours period;

## Our Stuff

OnePOS Services are protected by copyright, trademark, and other Indian Company and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, OnePOS trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

## Fees and taxes

1. Customer shall pay OnePOS the annual and/or monthly and/or one time fees specified in the selected Service Plan. Fees are charged in advance on a monthly or annual basis. We'll automatically bill you from the date you subscribe to a Paid OnePOS Service and on each periodic renewal until cancellation.
2. You're responsible for all applicable taxes, and we'll charge tax when required to do so.
3. All payments by Customer to OnePOS under this Agreement shall be non-refundable, and made via the automatic payment method specified by Customer in the Subscription, or as otherwise agreed by the Customer and OnePOS .
4. Any amounts past due from Customer under this Agreement shall accrue interest at a rate which is the lesser of two percent (2%) per month or, if less, the maximum rate allowable by law. Any applicable federal, state, provincial, or other goods and services or sales taxes will be added to fees owing pursuant to this Agreement.
5. Your Paid Account will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for your Paid Account on time, we reserve the right to suspend it or downgrade your account.
6. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

## Upgrade/Downgrade Service Plan

At OnePOS there are no lock-in contracts so you may upgrade or downgrade your OnePOS Service plan at any time. The Service plan upgrade/downgrade changes will become effective immediately so please read and understand following prior to making any changes:

1. Please be aware that you are actually switching your existing service plan. Some services that you currently enjoy may be unavailable to you depending on the new service plan selected. Please make sure to carefully read the plan descriptions for each service option.
2. Upon downgrade, all features are directly reduced to the numbers covered under the new plan. Downgrading your service plan may result in loss of data, features, resources, allowed products limit, allowed users limit, allowed outlet and registers limit and reduction of any other capacity based on the new service plan allocations. You are responsible for any loss and results of Service plan downgrades. OnePOS does not accept any liability for any kind of loss resulting from your account service plan downgrade.
3. No refunds will be paid in respect of any unused portion of your higher Service plan when you downgrade to a cheaper Service plan.
4. When you upgrade your Service plan, we will only charge the difference by crediting your account for the unused amount paid towards your existing plan. We will charge your credit card for any net amount due as a result of the upgrade. The charge will get applied to your credit card and the plan will be upgraded only after the receipt of payment.

## Termination

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Services if you're not complying with these Terms, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for Paid Accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll of course provide you with notice via the email address associated with your account before we do so.

## Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, OnePOS AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. (i)OnePOS CANNOT GUARANTEE THE RESULTS GENERATED THROUGH THE SERVICE, OR THAT THE SERVICE WILL BE CONTINUOUSLY AVAILABLE FOR USE WITHOUT INTERRUPTION, AND (ii) THE SERVICES ARE PROVIDED "AS-IS", ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, AND OnePOS HEREBY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY (a) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, (c) WARRANTY OF TITLE OR NON-INFRINGEMENT; OR (d) STATUTORY REMEDY.

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OnePOS , ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT OnePOS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF Rs.1000 OR THE AMOUNTS PAID BY YOU TO OnePOS FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION.

## Waiver, Severability & Assignment

OnePOS 's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. OnePOS may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

**Modifications**

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, and posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

**Controlling Law**

This Agreement will be governed by the laws of the Company Acts, India. Any dispute arising under this Agreement shall be exclusively heard in the court of law in Victoria, Australia. You (Customer) hereby submit to the exclusive jurisdiction of the courts of Victoria, Australia for all disputes arising out of or in connection with this Agreement.

**Disputes**

In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period than any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Victoria, Australia. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the State of Victoria, Australia.

**Notices**

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to OnePOS must be sent to support@OnePOSretail.com or to any other email address notified by email to You by OnePOS . Notices to You will be sent to the email address which You provided when setting up Your access to the Service.