

TERMS AND CONDITIONS

Last updated on the 21th of July 2023

1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement between you and Stall("Company", "we", "us", or "our") regarding your use of the stallpos.com/older domain like stallpos.com web app/site/software, and any other media form, media channel, web app or mobile application related to it (collectively, the "web app/site/software"). By accessing the web app/site/software, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you are prohibited from using the web app/site/software and must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the web app/site/software from time to time are hereby expressly incorporated herein by reference. We reserve the right to modify these Terms of Use at any time and for any reason, at our sole discretion. We will notify you of any changes by updating the "Last updated" date of these Terms of Use. By continuing to use the web app/site/software after we post any changes to these Terms of Use, you agree to the modified terms.

The web app/site/software is intended for users who are at least 13 years of age. If you are under the age of 18, you must have your parent or guardian read and agree to these Terms of Use prior to using the web app/site/software. All users who are minors in their jurisdiction of residence must have the permission of, and be directly supervised by, their parent or guardian to use the web app/site/software.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the web app/site/software is our proprietary property, and all source code, databases, functionality, software, web app/site/software designs, audio, video, text, photographs, and graphics on the web app/site/software (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of our jurisdiction, international copyright laws, and international conventions. The Content and the Marks are provided on the web app/site/software "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the web app/site/software and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the web app/site/software, you are granted a limited license to access and use the web app/site/software and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the web app/site/software, the Content, and the Marks.

3. USE OF THE SOFTWARE

In order to access the web app/site/software, you may be required to provide certain information about yourself as part of the registration process, or as part of your ability to use the web app/site/software. You agree that any information you provide will always be accurate, correct, and up to date.

You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the web app/site/software. Accordingly, you are responsible for all activities that occur under your account/s.

Accessing (or attempting to access) any of our web app/site/software by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our web app/site/software through any automated, unethical, or unconventional means.

Engaging in any activity that disrupts or interferes with the web app/site/software, including the servers and/or networks to which the web app/site/software is located or connected, is strictly prohibited.

Attempting to copy, duplicate, reproduce, sell, trade, or resell our web app/site/software is strictly prohibited.

You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

4. USER CONTENT

For purchases made via the web app/site/software. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars. We may provide users with interactive features that allow them to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Content") on or through the web app/site/software.

You are solely responsible for any User Content you post to the web app/site/software, and for the consequences of posting such User Content.

By posting any User Content on or through the web app/site/software, you hereby grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, modify, create derivative works based on, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the web app/site/software and our business and on third-party web app/site/software and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

- (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents, and releases that are necessary to grant to us the rights in such User Content, as contemplated under these Terms;
- (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not post User Content that:

- (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- (ii) may create a risk of any other loss or damage to any person or property;
- (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (iv) may constitute or contribute to a crime or tort;
- (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;

5. USER REGISTRATION

You may be required to register with the web app/site/software. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

6. FEES AND PAYMENT

We accept the following forms of payment:

- PayPal
- Visa
- Mastercard
- Cash Deposit

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the web app/site/software. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the web app/site/software.

7. FREE TRIAL

We offer a 7-day free trial to new users who register with the web app/site/software. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

8. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at support@stallpos.com/sandsqa@hotmail.com

9. PROHIBITED ACTIVITIES

You may not access or use the web app/site/software for any purpose other than that for which we make the web app/site/software available. The web app/site/software may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the web app/site/software, you agree not to:

- Systematically retrieve data or other content from the web app/site/software to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the web app/site/software, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the web app/site/software and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the web app/site/software.
- Use any information obtained from the web app/site/software in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the web app/site/software in a manner inconsistent with any applicable laws or regulations.

- Engage in unauthorized framing of or linking to the web app/site/software.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the web app/site/software or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the web app/site/software.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCM").
- Interfere with, disrupt, or create an undue burden on the web app/site/software or the networks or services connected to the web app/site/software.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the web app/site/software to you.
- Attempt to bypass any measures of the web app/site/software designed to prevent or restrict access to the web app/site/software, or any portion of the web app/site/software.
- Copy or adapt the web app/site/software's software, including but not limited to Flash, PHP, HTML, JavaScript, or other source code/code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the web app/site/software.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the web app/site/software, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the web app/site/software.
- Make any unauthorized use of the web app/site/software, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses.
- Use the web app/site/software as part of any effort to compete with us or otherwise use the web app/site/software and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.

10. GUIDELINES FOR REVIEWS

We may provide you areas on the web app/site/software to leave reviews or ratings. When posting a review, you must comply with the following criteria:

1. You should have firsthand experience with the person/entity being reviewed;
2. Your reviews should not contain offensive profanity, abusive, racist, offensive, or hateful language;

3. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
4. Your reviews should not contain references to illegal activity;
5. You should not be affiliated with competitors if posting negative reviews;
6. You should not make any conclusions as to the legality of conduct;
7. You may not post any false or misleading statements; and
8. You may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

11. SOCIAL MEDIA

As part of the functionality of the web app/site/software, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either:

1. Providing your Third-Party Account login information through the web app/site/software; or
2. Allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
3. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account.

By granting us access to any Third-Party Accounts, you understand that

- We may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “Social Network Content”) so that it is available on and through the web app/site/software via your account, including without limitation any friend lists
- We may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.
- Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the web app/site/software.
- Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the web app/site/software.

- You will have the ability to disable the connection between your account on the web app/site/software and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We make no effort to review any Social Network Content for any purpose, including but not limited to, accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the web app/site/software. You can deactivate the connection between the web app/site/software and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

12. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the web app/site/software ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

13. WEB APP/SITE/SOFTWARE MANAGEMENT

We reserve the right, but not the obligation, to

- monitor the web app/site/software for violations of these Terms of Use;
- take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- in our sole discretion and without limitation, notice, or liability, to remove from the web app/site/software or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- otherwise manage the web app/site/software in a manner designed to protect our rights and property and to facilitate the proper functioning of the web app/site/software.

14. PRIVACY POLICY

We care about data privacy and security. By using the web app/site/software, you agree to be bound by our Privacy Policy posted on the web app/site/software, which is incorporated into these Terms of Use. Please be advised the web app/site/software is hosted in the United States. If you access the web app/site/software from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the web app/site/software, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

15. COPYRIGHT INFRINGEMENTS

If you believe that any material available on the Site infringes upon any copyright you own or control, please notify us immediately at the contact information provided below with written notice of the alleged infringement. In order for us to respond to your notice, it must comply with the requirements set forth in the Digital Millennium Copyright Act (DMCA).

Your written notice should include the following information:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- We will promptly investigate your complaint and take the necessary actions required by the DMCA, including removing or disabling access to the material claimed to be infringing, and/or terminating the accounts of repeat infringers in appropriate circumstances.

Contact Information:

Email: info@stallpos.com

16. TERM AND TERMINATION

The SaaS Agreement will be effective from the date it is agreed upon by the parties and will continue until either party terminates it as described in this section.

Either party may terminate this SaaS Agreement immediately if the other party commits a material breach that is not cured within thirty (30) days after receiving notice of the such breach.

In addition, we reserve the right to suspend access to the SaaS Services in the event of non-payment for the SaaS Services or any related add-ons. Suspension may occur at any time after the payment is due, and we will provide notice to you prior to any such suspension.

Upon termination or expiration of this Agreement, Customer's access to the SaaS Services and any related add-ons will be terminated, and Customer will immediately cease using the SaaS Services and any related add-ons.

The termination of the SaaS Agreement will not affect the customer's right to access their data. However, the customer must request access within 90 days of the termination date. After this period, access to the data will be revoked.

17. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the web app/site/software at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our web app/site/software. We also reserve the right to modify or discontinue all or part of the web app/site/software without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the web app/site/software.

We cannot guarantee the web app/site/software will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the web app/site/software, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the web app/site/software at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the web app/site/software during any downtime or discontinuance of the web app/site/software. Nothing in these Terms of Use will be construed to obligate us to maintain and support the web app/site/software or to supply any corrections, updates, or releases in connection therewith.

19. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least twenty one (21) days before initiating the arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be four (4). The seat, or legal place, of arbitration, shall be Johannesburg, South Africa. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of South Africa.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class-action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

20. CORRECTIONS

There may be information on the web app/site/software that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the web app/site/software at any time, without prior notice.

21. DISCLAIMER

THE WEB APP/SITE/SOFTWARE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE WEB APP/SITE/SOFTWARE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEB APP/SITE/SOFTWARE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE

MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEB APP/SITE/SOFTWARE'S CONTENT OR THE CONTENT OF ANY WEB APP/SITE/SOFTWARE LINKED TO THE web WEB APP/SITE/SOFTWARE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEB APP/SITE/SOFTWARE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEB APP/SITE/SOFTWARE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEB APP/SITE/SOFTWARE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEB APP/SITE/SOFTWARE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEB APP/SITE/SOFTWARE, ANY HYPERLINKED WEB APP/SITE/SOFTWARE, OR ANY WEB APP/SITE/SOFTWARE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

22. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS SAAS AGREEMENT.

EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SAAS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE LIABILITY AROSE. THE FOREGOING SHALL NOT LIMIT THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SAAS AGREEMENT.

23. INDEMNIFICATION

Developer agrees to indemnify, defend, and hold harmless Customer and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that the Service or Developer's performance under this Agreement infringes or misappropriates such third party's intellectual property rights.

Customer agrees to indemnify, defend, and hold harmless Developer and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging (i) any breach of Customer's representations, warranties, or obligations under this Agreement, or (ii) any gross negligence or willful misconduct of Customer.

24. USER DATA

We will maintain certain data that you transmit to the web app/site/software for the purpose of managing the performance of the web app/site/software, as well as data relating to your use of the web app/site/software which be collection throughout your interactions with our software. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the web app/site/software. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

25. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the web app/site/software, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the web app/site/software, satisfy any legal requirement that such communication is in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEB APP/SITE/SOFTWARE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

26. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the web app/site/software or in respect to the web app/site/software constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as

a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time.

We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the web app/site/software.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

27. CONTACT US

In order to resolve a complaint regarding the web app/site/software or to receive further information regarding the use of the web app/site/software, please contact us at support@stallpos.com/sandsqa@hotmail.com