

User Agreement for ACloud POS Software

1. Introduction

This User Agreement ("Agreement") is a legal agreement between you ("User" or "you") and ACloud Software Inc. ("Company," "we," or "us") governing your download, installation, and use of the ACloud POS Software ("Software"). By downloading, installing, or using the Software, you agree to be bound by the terms and conditions of this Agreement.

2. License Grant

Subject to the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable, revocable license to use the Software solely for your restaurant's point-of-sale operations.

3. User Obligations

3.1. Compliance with Laws

You agree to use the Software in compliance with all applicable local, state, national, and international laws and regulations.

3.2. Prohibited Conduct

You shall not:

- Modify, reverse engineer, decompile, or disassemble the Software.
- Distribute, sublicense, or lease the Software to any third party.
- Use the Software to conduct any fraudulent activities or infringe on any third party's rights.

4. Updates and Maintenance

Company may provide updates or maintenance to the Software from time to time. These updates may be automatically installed without notice. You agree that such updates are subject to the terms of this Agreement.

5. Data and Privacy

By using the Software, you consent to the collection, storage, and use of data as outlined in our Privacy Policy. This data includes but is not limited to transaction details, user interactions, and system logs.

6. Fees and Payment

If applicable, fees for the use of the Software will be detailed at the time of purchase or subscription. All fees are non-refundable unless stated otherwise.

7. Termination

7.1. Termination by Company

Company reserves the right to terminate this Agreement and your access to the Software at any time, without notice, for any reason, including but not limited to a breach of this Agreement.

7.2. Termination by User

You may terminate this Agreement by uninstalling the Software and ceasing all use.

7.3. Effect of Termination

Upon termination, the license granted to you under this Agreement will terminate, and you must cease all use of the Software. Any provisions of this Agreement that by their nature should survive termination will do so.

8. Indemnity

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or related to:

- Your use or misuse of the Software.
- Your violation of this Agreement.
- Your infringement of any intellectual property or other rights of any person or entity.

9. Limitation of Liability

To the maximum extent permitted by law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Software.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.

10. Disclaimer of Warranties

The Software is provided "as is" and "as available," without any warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of British Columbia, Canada.

12. Changes to the Agreement

Company reserves the right to modify this Agreement at any time. If we make changes, we will provide notice through the Software or by other means. Your continued use of the Software following any modifications constitutes your acceptance of the revised Agreement.

13. Miscellaneous

13.1. Entire Agreement

This Agreement constitutes the entire agreement between you and Company regarding the Software and supersedes all prior agreements and understandings, whether written or oral.

13.2. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

13.3. No Waiver

The failure of either party to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision.

By clicking "I Agree" or by downloading, installing, or using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

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