



Terms and Conditions

Last Updated: April 5, 2024

These Terms and Conditions govern your use of the website www.pocketsystems.com (referred to as "the website" or "our website") and the services provided by Pocket Systems (referred to as "we," "us," or "our"). By accessing or using our website and services, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, you must not access or use our website or services.

1. Use of the Website:

- a. You agree to use our website and services only for lawful purposes and in accordance with these Terms and Conditions. You may not use our website and services for any illegal or unauthorized purpose.
- b. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password.

2. Services:

- a. Our website provides information about our point-of-sale (POS) and online ordering services for businesses.
- b. We strive to provide accurate and up-to-date information on our website, but we do not warrant the accuracy, completeness, or reliability of any information on the website.
- c. We reserve the right to modify, suspend, or discontinue any part of our website or services at any time without notice.

3. Orders and Transactions:

- a. If you make a purchase through our website, you agree to provide accurate and complete information necessary to process your transaction.
- b. All purchases made through our website are subject to our Refund and Return Policy, which is incorporated herein by reference.
- c. We reserve the right to refuse or cancel any order for any reason at any time.

4. Intellectual Property:

a. All content on our website, including text, graphics, logos, images, and software, is the property of Pocket Systems or its licensors and is protected by copyright and other intellectual property laws.

b. You may not modify, reproduce, distribute, display, transmit, publish, or create derivative works from any content on our website without our prior written consent.

5. Limitation of Liability:

a. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

b. In no event shall Pocket Systems be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of our website or services.

6. Indemnification:

You agree to indemnify, defend, and hold harmless Pocket Systems and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of our website or services, your violation of these Terms and Conditions, or your violation of any rights of another.

7. Governing Law:

These Terms and Conditions shall be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to its conflict of law principles.

8. Changes to Terms and Conditions:

We reserve the right to update or modify these Terms and Conditions at any time without notice. Any changes will be effective immediately upon posting the updated Terms and Conditions on our website. Your continued use of our website or services after any such changes constitutes your acceptance of the new Terms and Conditions.

9. Contact Us:

If you have any questions or concerns about these Terms and Conditions, please contact us at [contact@pocketsystems.com].

By using our website or services, you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them.