

Terms of Use:

CCPOS, LLC d/b/a CASHIERLIVE Terms and Conditions of Service.

IMPORTANT -- PLEASE READ THIS TERMS AND CONDITIONS OF SERVICE DOCUMENT CAREFULLY BEFORE COMPLETING REGISTRATION FOR AND/OR COMMENCING USE OF THE CASHIERLIVE SERVICE. BEFORE COMMENCING USE, YOU MUST FIRST ACCEPT THE TERMS AND CONDITIONS OF SERVICE BY ELECTRONICALLY CHECKING THE BOX MARKED "YES, I AGREE TO CASHIERLIVE'S TERMS OF USE".

This Terms and Conditions of Service (the Terms) is a legal agreement between you (either an individual or a business entity) and CCPOS, LLC d/b/a CashierLive (herein "CashierLive") for access and use of the CASHIERLIVE online store management system, which may include associated website access, web services, device drivers, software components, media, printed materials, training materials, user manuals and guides, and other documentation (collectively, the "Services"). By completing registration for and/or commencing use of the Services, you hereby accept and agree to be bound by the Terms. This agreement represents the entire agreement concerning the Services between you and CashierLive, and supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this agreement, do not complete registration for or commence use of the Services.

1. Provision of the Services by CashierLive

1.1 - CashierLive may, at its sole discretion, improve, enhance, modify or change the Services at any time. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you.

1.2 - CashierLive may, at its sole discretion, suspend or cease providing the Services at any time. Your sole remedy for any such suspension or cessation of the Services shall be a pro-rata refund of any prepayment, if any, that you may have made for future use of the Services. You acknowledge and agree that CashierLive may stop (permanently or temporarily) providing the Services (or any feature within the Services) to you or to users generally at Cashier Live's sole discretion and without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform CashierLive when you stop using the Services.

1.3 - CashierLive may disable your account in the event that timely prepayment for the Services is not received (if you have selected a fee-based level of the Services), if you fail to exclusively and regularly utilize the services of a CashierLive preferred credit/debit card transaction processor (in the case of the free version of the Services, following the completion of a 30-day trial period), or if you are otherwise in breach of the Terms. You acknowledge and agree that if CashierLive disables access to your account, you may be prevented from accessing the Services, your account information or any other data or other content which is associated with your

account, including product description and pricing information, inventory data, and transaction data and reports.

2. Use of the Services by You

2.1 - You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

2.2 - You agree to use the Services only on the number of computers and in only the number of locations permitted by your current subscription licensing level.

2.3 - You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services), and that you will only utilize and access the Services using a conventional web browser approved for use in conjunction with the Services by CashierLive.

2.4 - You will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

2.5 - You agree that you are solely responsible for (and that CashierLive has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which CashierLive may suffer) of any such breach.

2.6 - You hereby grant to CashierLive a worldwide, perpetual, royalty free, sub-licensable right and license to use, for any purpose, any and all data and information submitted to or collected by CashierLive in connection with your registration for and/or use of the Services, including, but not limited to, product description, product pricing, product inventory, and product sale transaction information and data.

2.7 - If you are using the free version of the Services, you agree and acknowledge that your continuing access to and use of the Services following an initial thirty (30) day trial period is contingent upon your establishing and continuing to maintain a valid credit/debit card merchant agreement with a credit/debit card transaction processor that is identified by CashierLive as being a preferred vendor. You acknowledge and agree that any such merchant agreement comprises a separate contract between you and the preferred vendor, and that CashierLive is not a party to, and has no obligations relative to, any such agreement. You further agree and acknowledge that CashierLive may, from time to time, add or delete credit/debit card transaction processors from its list of preferred vendors, and that any such change may require you enter into a new merchant agreement with a new preferred vendor. CashierLive does not represent or warrant that any preferred vendor will be willing to enter into any merchant agreement with you for the processing of credit/debit card transactions.

2.8 - If you are using a fee-based version of the Services, your continuing use of the services is contingent upon your prepayment of the CashierLive current subscription fee for the Services. CashierLive reserves the right to modify its fees for the Services at any time.

2.9 - You agree to utilize the Services in such a manner that all applicable federal, state, county, municipal, and other applicable taxes are accurately applied to each financial transaction facilitated by the Services.

3. Proprietary Rights

3.1 - You acknowledge that all information and data, such as website pages, web services, data files, text, computer software, videos, audio files, photographs, animations or other materials (collectively, the Content) which you may have access to as part of, or through your use of, the Services are the sole property of CashierLive. You acknowledge and agree that CashierLive owns all legal right, title and interest in and to the Services and the Content, including any intellectual property rights which subsist in the Services and the Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

3.2 - Nothing in the Terms gives you a right to use any of CashierLive's trademarks, trade names, service marks, logos, or domain names. You agree that you will not use any trademark, trade name, service mark, logo, or domain name in any way that is intended to or likely to cause confusion about the owner or authorized user of such trade names, trademarks, service marks, logos, or domain names, relative to those of CashierLive.

4. Grant of License

4.1 - CashierLive grants to you a revocable, personal, limited, non-assignable, nontransferable, non-sublicensable and non-exclusive license to access and use the Services within the United States of America, in the manner permitted by the Terms and for so long as your account associated with the Services remains in good standing, or unless otherwise terminated by CashierLive.

4.2 - You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Services, the Content, or any part thereof.

5. Termination of This Agreement

5.1 - The Terms will continue to apply until terminated by either you or CashierLive as set out below.

5.2 - CashierLive may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms or have acted in manner which clearly shows that you do not intend to or are unable to comply with the provisions of the Terms.

(B) CashierLive is required to do so by law.

(C) you fail to timely establish or regularly utilize a merchant account with a preferred credit/debit card transaction processor identified by CashierLive (if you are using the free version of the Services).

(D) you fail to timely prepay the applicable fee for the level of fee-based Services for which you have registered; or

(E) the provision of the Services to you by CashierLive is, in CashierLive's sole opinion, no longer commercially viable.

5.3 - Upon any termination of this agreement, CashierLive shall not be required to return, or to provide you access to, any data or information that you have previously uploaded or supplied to CashierLive pursuant to your use of the Services, including, but not limited to, your account information or any other data or other content which is associated with your account, including product description and pricing information, inventory data, and transaction data and reports.

6. EXCLUSION OF WARRANTIES

6.1 - YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS.

6.2 - IN PARTICULAR, CASHIERLIVE DOES NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS.

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING ANY TRANSACTIONS FACILITATED BY THE SERVICES, WILL BE ACCURATE OR RELIABLE.

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED.

(E) THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR COMPUTER, COMPUTER PERIPHERALS, OR OTHER HARDWARE, INCLUDING ANY PARTICULAR CASH DRAWER, BARCODE READER, CREDIT/DEBIT CARD SCANNER, PRINTER, OR POLE-TYPE OR OTHER DISPLAY.

(F) AS COMPUTER VIRUSES, TROJANS, AND OTHER MALICIOUS SOFTWARE COMPONENTS ARE FREQUENTLY CREATED AND DISTRIBUTED, THERE IS NO WARRANTY THAT, AS A RESULT OF USING THE SERVICES, YOUR COMPUTER SYSTEMS WILL NOT BECOME INFECTED BY ANY COMPUTER VIRUS, TROJAN, OR OTHER MALICIOUS SOFTWARE COMPONENT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR COMPUTER SYSTEMS INCLUDE RELIABLE AND REGULARLY UPDATED ANTI-VIRUS SOFTWARE, AND THAT REGULAR AND FREQUENT BACKUPS ARE MADE OF YOUR COMPUTER SYSTEMS.

6.3 - NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CASHIERLIVE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

6.4 - CASHIERLIVE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.

6.5 - NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT CASHIERLIVES WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND CASHIERLIVES LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. LIMITATION OF LIABILITY

7.1 - SUBJECT TO OVERALL PROVISION IN PARAGRAPH 6.4 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CASHIERLIVE, ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY OF THE SERVICES OR ANY PORTION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY MATHEMATICAL OR NUMERICAL ERRORS RELATING TO ANY FINANCIAL TRANSACTIONS FACILITATED BY THE SERVICES.

(II) ANY CHANGES WHICH CASHIERLIVE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES).

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES.

(IV) YOUR FAILURE TO PROVIDE CASHIERLIVE WITH ACCURATE ACCOUNT INFORMATION.

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; AND/OR

(VI) ANY LOSS OR DAMAGE WHICH RESULT FROM THE ACTS OR OMISSIONS OF ANY CREDIT/DEBIT CARD TRANSACTION FACILITATED BY THE SERVICES, REGARDLESS OF WHETHER ANY SUCH CREDIT/DEBIT CARD TRANSACTION INVOLVED A TRANSACTION PROCESSOR IDENTIFIED BY, PREFERRED BY OR RECOMMENDED BY CASHIERLIVE.

7.2 - THE LIMITATIONS ON CASHIERLIVES LIABILITY TO YOU IN PARAGRAPH 7.1 ABOVE SHALL APPLY WHETHER OR NOT CASHIERLIVE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

8. Exclusive Remedy. The exclusive remedy for breach of this Agreement shall be, at CashierLive's option, (a) providing the Services; or (b) a refund of your most recent subscription fee payment, if any, paid to license the Services.

9. Indemnification

9.1 - You agree to indemnify and hold CashierLive, and its affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the Services in any manner contrary to the Terms or resulting from your provision of inaccurate or incomplete information to CashierLive in connection with your use of the Services.

10. Changes to the Terms

10.1 - CashierLive may make changes to the Terms from time to time. When these changes are made, CashierLive will make a new copy of the Universal Terms available at a web page or downloadable document accessible via the <http://www.cashierlive.com> website.

10.2 - You agree that if you use the Services after any date on which the Terms have been changed pursuant to Paragraph 10.1, your use will constitute acceptance of the updated Terms. Accordingly, you should check for changes to the Terms prior to each use of the Services.

11. General Provisions

11.1 - When you use the Services, you may (as a result of, or through your use of the Services) use a service or download software which is provided by another person or company. Your use of these other services or software may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

11.2 - The Terms constitute the entire legal agreement between you and CashierLive and govern your use of the Services, and completely replace any prior agreements between you and CashierLive in relation to the Services.

11.3 - You agree that CashierLive may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings or downloadable documents on the <http://www.cashierlive.com> website.

11.4 - You agree that if CashierLive does not exercise or enforce any legal right or remedy which is contained in the Terms (or which CashierLive has the benefit of under any applicable law), this will not be taken to be a formal waiver of CashierLive's rights and that those rights or remedies will still be available to CashierLive.

11.5 - If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable, to the fullest extent possible.

11.6 - The Terms, and your relationship with CashierLive under the Terms, shall be governed by the laws of the State of Tennessee without regard to its conflict of law's provisions. You and CashierLive agree to submit to the exclusive jurisdiction of the courts located within the State of Tennessee to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that CashierLive shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. Payment Card Industry Data Security Standards

12.1 - CashierLive is committed to highest possible standards of protecting customer information and is committed to meeting and exceeding all requirements of the PCI Security Standards Organization.

12.2 - CashierLive makes it easier for merchants to accept credit cards securely. Give us a call if you have any questions about how CashierLive can simplify compliance. While compliance is easier with CashierLive, merchants do have to help safeguard card holder data and related information. More documents including the PCI DSS and SAQ Documents are available [here](#).