

# GENERAL TERMS OF SERVICE

These General Terms of Service (“General Terms”) are a legal agreement between you (“you,” “your”) and Tossadar Co Ltd. (“Tossadar” “we,” “our” or “us”) and govern your use of Tossadar’s services, including mobile applications, websites, software, hardware, and other products and services (collectively, the “Services”). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these terms, and that business accepts these terms. By using any of the Services, you agree to these General Terms and any policies referenced within (“Policies”), including terms that limit our liability and require individual arbitration for any potential legal dispute. Please read the Terms carefully before using Tossadar Services. By accessing, using or continuing to use Tossadar Services you agree to be legally bound by the Terms and all terms, policies and guidelines incorporated by reference into the Terms. If you do not agree with the Terms in their entirety, you may not use Tossadar Services.

## 1. Privacy

You consent to Tossadar’s [Privacy Notice](#), which explains how we collect, use and protect the personal or non-personal information you provide to us.

## 2. DeusPOS Account Registration

We open account for you with us (a “DeusPOS Account”) to use the Services. For creating DeusPOS Account we will ask you for information, which may include but is not limited to, your email address, your name and other personal information.

To authorize in DeusPOS admin panel we use third party service - Google Sign-In.

## 3. Revisions, Disclosures and Notices

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or by emailing it to the email address listed in your DeusPOS Account. The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the

Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute that arose before the changes will be governed by the Terms in place when the Dispute arose.

We may provide disclosures and notices required by law and other information about your DeusPOS Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your DeusPOS Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact Tossadar Support by our email [info@tossadar.com](mailto:info@tossadar.com).

## 4. Restrictions

You may not, nor may you permit any third party, directly or indirectly, to:

1. access or monitor any material or information on any Tossadar system (DeusPOS, DeusRooms, DeusHand, DeusCheckin, KhmerWiFi, KhmerCards) using any manual process or robot, spider, scraper, or other automated means;
2. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
3. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
4. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from Tossadar (DeusPOS, DeusRooms, DeusHand, DeusCheckin, KhmerWiFi, KhmerCards);

5. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
6. transfer any rights granted to you under these General Terms;
7. otherwise use the Services except as expressly allowed under these Terms.

## **5. Fees, Charges, Taxes**

Fees and any other charges for the use of Tossadar Services may change from time to time. If they do change, your continued use of Tossadar Services after the change indicates your agreement with the new fees and charges after the effective date of the change. Any changes to fees and other charges will not be applicable to the billing period in which the change occurs but shall apply to any subsequent renewal.

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

All pre-paid license, subscription, or other fees (including professional services such as installation) are non-refundable and subject to any additional payment or other terms or conditions provided for in the applicable Quotation or order documentation. Professional services must be booked 15 days in advance. Cancellation or rebooking must be made more than 3 days before professional services commence or will be subject to \$100 change fee.

## **6. Your Content**

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your DeusPOS Account or by terminating

your DeusPOS Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Tossadar's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose Tossadar, its affiliates or its customers to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. Tossadar may also monitor such Content to detect and prevent fraudulent activity or violations of Tossadar's General Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

## **7. Intellectual Property Infringement**

We respect the intellectual property rights of others and ask you to do the same. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

## **8. Security**

We have implemented technical and organizational measures designed to secure your personal information and secure information about your customers from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or

use this information for improper purposes. You provide your personal information and information about your customers at your own risk.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or DeusPOS Account or any other breach of security. In the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any DeusPOS Account subject to dispute) will be final and binding on all parties.

## 9. Communications

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a DeusPOS account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt out of any phone calls and promotional email by informing us by email [info@tosadar.com](mailto:info@tosadar.com) the caller that you would not like to receive promotional calls and messages. You acknowledge that opting out of receiving communications and calls may impact your use of the Services.

## 10. Modification and Termination

We may terminate these General Terms or any Additional Terms, or suspend or terminate your DeusPOS Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions

on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email.

## **11. Effect of Termination**

If these General Terms or your DeusPOS Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data.

## **12. Your License**

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the software that is part of the Services, as authorized in these General Terms. We may make software updates to the Services available to you. All update our software will be do by our team. Any such software updates may be subject to additional terms made known to you at that time.

## **13. Ownership**

We reserve all rights not expressly granted to you in these General Terms. We own all rights, title, interest, copyright and other Intellectual Property Rights (as defined below) in the Services and all copies of the Services.

Software products and Services like DeusPOS, DeusRooms, DeusHand, DeusCheckin, KhmerWifi, KhmerCards was developed by the Tossadar's team and the intellectual property by Tossadar Co. Ltd.

These General Terms do not grant you any rights to our trademarks or service mark.

## **14. Representations and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (c) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (d) you and all transactions initiated by you will comply with all local laws, rules, and regulations applicable to you and/or your business; (e) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (f) your use of the Services will be in compliance with these Terms.

## **15. No Warranties**

THE USE OF "TOSSADAR" IN SECTIONS 17 AND 18 MEANS TOSSADAR, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, TOSSADAR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

TOSSADAR DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **16. Limitations of Liability and Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TOSSADAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, TOSSADAR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL TOSSADAR BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR DEUSPOS ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TOSSADAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **17. Third Party Products**

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. TOSSADAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **18. Disputes**

“Disputes” are defined as any claim, controversy, or dispute between you and Tossadar, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.



These General Terms and any Dispute will be governed by Hong Kong law, without regard to its choice of law or conflicts of law principles.

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

## **19. Assignment**

These General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

## **20. Third Party Services and Links to Other Websites**

You may be offered services, products and promotions provided by third parties and not by Tossadar including, but not limited to, third party developers who use Tossadar's services ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Tossadar. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Tossadar. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

## **21. Other Provisions**

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and Tossadar regarding the Services. In the event of a conflict between these General Terms and any other Tosadar agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These General Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.

**Updated: September 20, 2019**