

TERMS OF SERVICE AGREEMENT

Effective Date: [REDACTED]

These Terms of Service (“**Agreement**”) are entered into between Dylan Senderling, doing business as Grimoire, with its principal place of business at 2401 Eilers Lane, Unit 808, Lodi, California 95242 (the “**Company**”), and [REDACTED] with its principal place of business at [REDACTED] (“**Customer**”). Company and Customer may each be referred to as a “**Party**” and collectively as the “**Parties**.”

By subscribing to, accessing, or using the Services, Customer agrees to be bound by this Agreement. If Customer is entering into this Agreement on behalf of a business or other entity, Customer represents and warrants that Customer has authority to bind that entity to this Agreement.

1. DEFINITIONS

1.1 “Authorized User”

“Authorized User” means an employee, owner, officer, contractor, or other individual authorized by Customer to access or use the Services on Customer’s behalf.

1.2 “Customer Data”

“Customer Data” means information, records, content, data, product information, inventory information, transaction information, customer information, employee information, pricing information, reports, and other information submitted to or generated through the Services by or on behalf of Customer.

1.3 “Documentation”

“Documentation” means Company’s user guides, technical documentation, instructions, and other materials relating to the Services that Company makes available to Customer.

1.4 “Services”

“Services” means Company’s point-of-sale, inventory-management, reporting, analytics, account-management, and related software and services made available to Customer under this Agreement, including any software applications, websites, mobile applications, APIs, integrations, and related functionality designated by Company.

1.5 “Subscription Term”

“Subscription Term” means the period for which Customer has purchased a subscription to the Services, as described in Section 4.

1.6 “Subscription Fees”

“Subscription Fees” means the fees payable by Customer for access to and use of the Services.

1.7 “Third-Party Services”

“Third-Party Services” means software, hardware, payment processors, payment gateways, shipping services, accounting systems, marketplaces, applications, APIs, or other services provided by third parties and integrated with or used in connection with the Services.

2. LICENSE AND RIGHT TO USE

2.1 Subscription License

Subject to Customer's payment of all applicable Subscription Fees and compliance with this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services solely for Customer's internal business operations.

The Services are licensed, not sold, to Customer.

2.2 Authorized Users

Customer may permit its Authorized Users to access the Services. Customer is responsible for all activity occurring through Customer's accounts and Authorized Users' accounts and for ensuring that all Authorized Users comply with this Agreement.

2.3 Account Credentials

Customer shall maintain the confidentiality of all usernames, passwords, access credentials, authentication information, and other account information. Customer shall promptly notify Company if Customer knows or reasonably suspects that an account or credential has been compromised.

Company shall not be responsible for losses resulting from Customer's failure to maintain appropriate account security.

3. SERVICES

3.1 POS Functionality

The Services may permit Customer to record and manage sales transactions, returns, discounts, taxes, payments, receipts, customer information, and related transaction information.

Customer is solely responsible for ensuring that its use of the Services complies with all applicable federal, state, and local laws, regulations, licensing requirements, tax requirements, and industry requirements applicable to Customer's business.

3.2 Inventory Management

The Services may provide functionality for tracking inventory, product quantities, purchase orders, stock transfers, adjustments, locations, pricing, costs, sales, and related information.

Customer acknowledges that inventory information generated by the Services depends upon information entered or imported by Customer and its Authorized Users. Company does not guarantee that inventory quantities or inventory valuations will be accurate unless the applicable information has been accurately entered, configured, and maintained by Customer.

3.3 Customer Responsibility for Data

Customer is responsible for the accuracy, completeness, and legality of Customer Data and for reviewing transaction, inventory, accounting, and reporting information generated by the Services.

Customer shall not rely exclusively upon the Services as its sole recordkeeping system for legally or financially significant records and should maintain appropriate independent backups and business records.

3.4 Modifications to Services

Company may modify, improve, update, replace, or discontinue features of the Services from time to time. Company will use commercially reasonable efforts not to materially reduce the core functionality of the Services during a then-current Subscription Term.

Company may discontinue features that are obsolete, commercially impractical, or no longer supported by underlying technology or Third-Party Services.

4. SUBSCRIPTION TERM; AUTOMATIC RENEWAL

4.1 Initial Subscription Term.

Unless otherwise stated in an Order Form or other written agreement between Company and Customer, the initial subscription term (the “Initial Subscription Term”) shall commence on the date Customer first subscribes to the Services, or on such other commencement date as may be specified by Company in writing. The Initial Subscription Term shall continue for one (1) month from the commencement date.

4.2 Renewal Terms.

Upon expiration of the Initial Subscription Term, the subscription shall automatically renew for successive one-month periods (each, a “Renewal Term,” and together with the Initial Subscription Term, the “Subscription Term”), unless either Party provides written notice of non-renewal in accordance with Section 4.3. Each Renewal Term shall commence immediately following the expiration of the preceding Subscription Term.

4.3 Automatic Renewal; Non-Renewal.

The subscription will automatically renew for successive Renewal Terms unless either Company or Customer provides written notice of non-renewal at least thirty (30) days before the expiration of the then-current Subscription Term. A notice of non-renewal shall be effective upon expiration of the then-current Subscription Term and shall not terminate the subscription before such date.

4.4 Monthly Billing.

Customer shall be billed monthly for the applicable Subscription Fees. Each monthly billing period corresponds to one Subscription Term. Customer's obligation to pay the Subscription Fees for a Subscription Term is not affected by Customer's failure to use the Services during that Subscription Term, except as otherwise expressly provided in this Agreement.

4.5 Cancellation During Subscription Term.

Customer may request cancellation of the subscription at any time. Unless Company agrees otherwise in writing, any cancellation requested by Customer during a Subscription Term shall become effective upon expiration of the then-current Subscription Term. Customer shall remain responsible for all Subscription Fees and other amounts properly due under this Agreement through the effective date of cancellation.

4.6 Changes to Renewal Pricing.

Company may change the Subscription Fees applicable to a subsequent Renewal Term by providing Customer with written notice of the new fees at least thirty (30) days before the commencement of such Renewal Term. Any change in Subscription Fees shall not affect the fees applicable to the then-current Subscription Term. If Customer does not agree to the revised Subscription Fees, Customer may provide Company with written notice of non-renewal in accordance with Section 4.3, in which case the subscription will terminate at the end of the then-current Subscription Term.

5. FEES AND PAYMENT

5.1 Subscription Fees.

Unless otherwise stated in an applicable Order Form or other written agreement, the Subscription Fee shall be **\$250.00 (U.S.) per month**, payable in advance for each Subscription Term.

5.2 Payment Method.

Customer authorizes Company and its designated payment processor or payment service provider to charge Customer's designated payment method for all Subscription Fees and other amounts properly due under this Agreement.

Customer shall maintain a valid payment method with Company throughout the Subscription Term and shall promptly update its payment information if the designated payment method expires, is canceled, or otherwise becomes unavailable.

5.3 Failed or Declined Payments.

If a payment is declined, rejected, reversed, or otherwise not successfully processed, Company may notify Customer and require Customer to provide a valid replacement payment method. Customer remains responsible for all amounts due under this Agreement notwithstanding any failure or delay in processing payment.

5.4 Taxes.

Subscription Fees do not include any applicable sales, use, excise, value-added, or similar taxes imposed by any governmental authority, except taxes imposed on Company's net income. Customer shall be responsible for all such taxes arising from Customer's purchase or use of the Services, to the extent applicable.

5.5 Late Payments

Amounts not paid when due may accrue interest at the lesser of **one and one-half percent (1.5%) per month** or the maximum amount permitted by applicable law.

Customer shall reimburse Company for reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by law.

6. HARDWARE

6.1 Hardware

If Company provides or sells POS terminals, tablets, scanners, receipt printers, cash drawers, barcode scanners, or other hardware ("**Hardware**"), the Hardware may be subject to additional terms, warranties, and fees.

6.2 Hardware Ownership

Unless expressly stated otherwise in an Order Form, Hardware purchased by Customer becomes Customer's property upon payment in full.

Leased or rented Hardware remains Company's property.

6.3 Hardware Compatibility

Customer is responsible for maintaining compatible electrical, network, internet, telecommunications, and other infrastructure necessary to operate the Hardware and Services. Company is not responsible for failures caused by Customer's network, internet service provider, electrical system, third-party hardware, or unsupported equipment.

7. PAYMENT PROCESSING

7.1 Third-Party Payment Processors

The Services may integrate with third-party payment processors, merchant acquirers, banks, or payment gateways. Payment processing may be subject to separate agreements between Customer and the applicable payment processor.

7.2 No Responsibility for Payment Processor

Company does not control and is not responsible for the acts, omissions, fees, holds, reserves, declines, chargebacks, account suspensions, fund delays, or other actions of a Third-Party Service.

7.3 Customer Responsibility

Customer is solely responsible for complying with all applicable requirements relating to payment processing, including card-network rules, payment processor requirements, applicable laws, and security requirements.

7.4 Chargebacks

Customer is responsible for chargebacks, reversals, refunds, disputes, and other payment adjustments associated with Customer's transactions.

8. THIRD-PARTY SERVICES AND INTEGRATIONS

The Services may integrate with Third-Party Services. Customer acknowledges that Third-Party Services are controlled by their respective providers and may be subject to separate terms and privacy policies. Company does not guarantee the continued availability, functionality, compatibility, security, or performance of any Third-Party Service.

If a Third-Party Service becomes unavailable, changes its API, imposes additional fees, or otherwise changes its functionality, Company may modify or discontinue the applicable integration.

9. CUSTOMER DATA

9.1 Ownership

As between Company and Customer, Customer retains all right, title, and interest in Customer Data.

Nothing in this Agreement transfers ownership of Customer Data to Company.

9.2 License to Company

Customer grants Company a limited, worldwide, non-exclusive license to host, store, reproduce, process, transmit, modify, and otherwise use Customer Data as reasonably necessary to provide, maintain, secure, support, and improve the Services.

9.3 Aggregated and De-Identified Data

Company may create and use aggregated, statistical, and de-identified information derived from use of the Services, provided that such information does not identify Customer or an identifiable individual.

Company may use such information for analytics, benchmarking, product development, research, security, and other legitimate business purposes.

9.4 Customer Data Accuracy

Customer is responsible for maintaining accurate Customer Data and for reviewing information entered into or generated by the Services.

10. DATA SECURITY AND PRIVACY

10.1 Security Measures

Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction.

10.2 Privacy Policy

Company's collection and use of personal information is also governed by Company's Privacy Policy, as amended from time to time.

10.3 Customer Compliance

Customer shall obtain all notices, consents, permissions, and authorizations required by applicable law before submitting personal information to the Services.

10.4 Security Incidents

Company will notify Customer of a confirmed unauthorized access to Customer Data where notification is required by applicable law.

11. ACCEPTABLE USE

Customer shall not, and shall not permit any third party to:

1. reverse engineer, decompile, disassemble, or attempt to derive source code from the Services;

2. copy, modify, or create derivative works of the Services;
3. rent, lease, sublicense, resell, distribute, or commercially exploit the Services except as expressly authorized by Company;
4. circumvent usage limitations or security mechanisms;
5. interfere with or disrupt the Services;
6. introduce malware, viruses, or other harmful code;
7. use the Services to violate applicable law;
8. access another customer's account or data without authorization;
9. use the Services to infringe intellectual-property rights;
10. use automated means to access the Services except through an authorized API;
11. attempt to gain unauthorized access to Company's systems; or
12. use the Services in a manner that could reasonably be expected to damage, disable, overburden, or impair the Services.

12. INTELLECTUAL PROPERTY

12.1 Company Ownership

Company and its licensors retain all right, title, and interest in and to the Services, Documentation, software, interfaces, designs, technology, trademarks, logos, methodologies, processes, and other intellectual property provided by Company.

Except for the limited license expressly granted in this Agreement, no rights are granted to Customer.

12.2 Feedback

Customer may provide suggestions, recommendations, enhancement requests, or other feedback regarding the Services.

Customer grants Company a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate such feedback into the Services without compensation or attribution.

13. SUPPORT

Company will provide customer support in accordance with its then-current support policies. Unless expressly stated otherwise in an Order Form, Company does not guarantee a particular response time or resolution time.

Premium or priority support may be subject to additional fees.

14. SERVICE AVAILABILITY

Company will use commercially reasonable efforts to maintain availability of the Services. Customer acknowledges that the Services may occasionally be unavailable due to maintenance, upgrades, emergency repairs, telecommunications failures, internet outages, Third-Party Services, security incidents, force majeure events, or other circumstances beyond Company's reasonable control.

Unless expressly provided in a separate service-level agreement, Company does not guarantee uninterrupted or error-free operation of the Services.

15. BACKUPS AND DATA RETENTION

Company will maintain commercially reasonable backup procedures for Customer Data. However, Customer remains responsible for maintaining independent copies of records that Customer is legally required or otherwise desires to retain.

Following termination or expiration of the Agreement, Company may retain or delete Customer Data in accordance with Company's data-retention policies.

Unless otherwise required by law or expressly agreed in writing, Company is not obligated to retain Customer Data indefinitely after termination.

16. CONFIDENTIALITY

Each Party may receive confidential or proprietary information of the other Party. The receiving Party shall use reasonable care to protect such information and shall use it only for purposes of performing or receiving services under this Agreement.

Confidential information does not include information that:

1. is publicly available through no breach of this Agreement;
2. was lawfully known by the receiving Party before disclosure;
3. is independently developed without use of confidential information; or
4. is lawfully received from a third party without confidentiality restrictions.

A Party may disclose confidential information if required by law, provided that, where legally permitted, it provides reasonable advance notice to the other Party.

17. CUSTOMER REPRESENTATIONS

Customer represents and warrants that:

1. Customer has authority to enter into this Agreement;
2. Customer's use of the Services will comply with applicable laws;
3. Customer has all rights and permissions necessary to provide Customer Data to Company;
4. Customer will not use the Services for unlawful purposes; and
5. Customer will maintain appropriate security over its accounts and credentials.

18. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

COMPANY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

COMPANY DOES NOT WARRANT THAT:

1. THE SERVICES WILL BE UNINTERRUPTED;
2. THE SERVICES WILL BE ERROR-FREE;
3. ALL DEFECTS WILL BE CORRECTED;
4. THE SERVICES WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS;
5. INVENTORY INFORMATION WILL ALWAYS BE ACCURATE;
6. SALES OR TAX CALCULATIONS WILL ALWAYS BE CORRECT;
7. THE SERVICES WILL PREVENT FRAUD, THEFT, OR OTHER LOSSES; OR
8. THIRD-PARTY SERVICES WILL REMAIN AVAILABLE OR COMPATIBLE.

Customer is responsible for independently verifying financial, inventory, tax, accounting, and other business-critical information.

19. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO COMPANY DURING THE **TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

The limitations in this Section apply regardless of the legal theory asserted, including contract, tort, negligence, strict liability, or otherwise, even if Company has been advised of the possibility of such damages.

20. CUSTOMER INDEMNIFICATION

Customer shall defend, indemnify, and hold harmless Company and its officers, directors, employees, agents, affiliates, licensors, and service providers from and against claims, damages, liabilities, losses, costs, and reasonable attorneys' fees arising out of or relating to:

1. Customer's or an Authorized User's breach of this Agreement;
2. Customer Data;
3. Customer's violation of applicable law;
4. Customer's products, services, or business operations;
5. Customer's misuse of the Services; or
6. Customer's violation of a third party's rights.

21. SUSPENSION

Company may suspend Customer's access to the Services if:

1. Customer fails to pay amounts when due;

2. Customer materially breaches this Agreement;
3. Customer's use creates a security risk;
4. Customer's use may expose Company or another person to legal liability;
5. Customer uses the Services for unlawful purposes; or
6. suspension is reasonably necessary to protect the Services or other customers.

Company will use commercially reasonable efforts to provide notice before suspension when reasonably practicable.

22. TERMINATION

22.1 Termination for Cause

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice.

Company may terminate immediately for certain breaches involving security, unlawful activity, intellectual-property infringement, or misuse of the Services where immediate termination is reasonably necessary.

22.2 Insolvency

Either Party may terminate this Agreement to the extent permitted by law if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or becomes subject to a receivership or similar proceeding.

22.3 Effect of Termination

Upon expiration or termination:

1. Customer's right to access and use the Services terminates;
2. Customer shall pay all amounts accrued through the effective date of termination;
3. each Party shall return or destroy Confidential Information of the other Party, subject to applicable retention requirements; and
4. Company may deactivate Customer's accounts.

22.4 Data Export

For thirty (30) days following expiration or termination, Company will provide Customer with reasonable access to export Customer Data, subject to payment of all amounts due.

After that period, Company may delete Customer Data from its active systems, subject to applicable law and Company's backup and retention policies.

23. NO REFUNDS

Except as expressly provided in this Agreement or required by applicable law, Subscription Fees are non-refundable.

Termination or cancellation by Customer before the end of a Subscription Term does not entitle Customer to a refund of amounts previously paid or relieve Customer of payment obligations for the remainder of the Subscription Term.

24. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing its obligations, other than payment obligations, to the extent caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, earthquake, epidemic, pandemic, war, terrorism, civil unrest, governmental action, labor disputes, telecommunications failures, internet failures, power outages, cyberattacks, or failures of Third-Party Services.

25. DISPUTE RESOLUTION

25.1 Informal Resolution

Before initiating litigation, the Parties shall first attempt in good faith to resolve any dispute through discussions between authorized representatives.

25.2 Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles.

25.3 Venue

Any litigation arising from or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Joaquin, California, and each Party consents to such jurisdiction and venue.

25.4 Attorneys' Fees

The prevailing Party in any action or proceeding arising from this Agreement shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

26. CHANGES TO THIS AGREEMENT

Company may modify this Agreement from time to time. For material changes, Company will provide reasonable notice before the changes become effective.

Unless Customer terminates its subscription before the effective date of a material change, Customer's continued use of the Services after the effective date constitutes acceptance of the modified Agreement.

Changes will not retroactively modify rights or obligations that accrued before the effective date.

28. NOTICES

Notices under this Agreement shall be provided by email, through the Services, or by another method reasonably calculated to provide actual notice.

Notices to Company shall be sent to:

Dylan Senderling
2401 Eilers Lane, Unit 808, Lodi, California 95242
Email: support@grimoirepos.com

Notices to Customer may be sent to:

Name
Address
Email

Either Party may change its contact information by providing written notice to the other Party.

29. ASSIGNMENT

Customer may not assign or transfer this Agreement without Company's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of Customer's assets, provided that the assignee agrees in writing to be bound by this Agreement. Company may assign this Agreement without Customer's consent.

30. INDEPENDENT CONTRACTORS

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary relationship, employment relationship, franchise relationship, or other similar relationship.

31. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the Parties' original intent to the maximum extent permitted by law.

32. WAIVER

A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it later.

33. ENTIRE AGREEMENT

This Agreement, together with any Order Forms, applicable pricing schedules, Privacy Policy, and other documents expressly incorporated into this Agreement, constitutes the entire agreement between the Parties concerning the Services and supersedes all prior or contemporaneous agreements concerning the same subject matter.

If there is a conflict between this Agreement and an Order Form, the Order Form controls only with respect to the specific subject matter expressly addressed in the Order Form.

34. ELECTRONIC ACCEPTANCE

Customer agrees that clicking an acceptance button, checking an acceptance box, electronically signing an Order Form, creating an account, purchasing a subscription, or otherwise accessing or using the Services constitutes Customer's electronic acceptance of this Agreement.

Electronic records and electronic signatures shall have the same force and effect as original written signatures to the extent permitted by applicable law.

35. SURVIVAL

Sections concerning payment obligations, Customer Data, intellectual property, confidentiality, disclaimers, indemnification, limitation of liability, dispute resolution, and any other provisions that by their nature should survive termination shall survive expiration or termination of this Agreement.

36. CUSTOMER ACKNOWLEDGMENT

CUSTOMER ACKNOWLEDGES THAT:

1. THE SERVICES ARE PROVIDED AS A SOFTWARE AND TECHNOLOGY PLATFORM;
2. CUSTOMER REMAINS RESPONSIBLE FOR ITS BUSINESS OPERATIONS AND RECORDS;
3. CUSTOMER IS RESPONSIBLE FOR VERIFYING SALES, INVENTORY, TAX, ACCOUNTING, AND OTHER BUSINESS INFORMATION;
4. THIRD-PARTY PAYMENT PROCESSORS AND OTHER THIRD-PARTY SERVICES ARE SUBJECT TO THEIR OWN TERMS;
5. THE SUBSCRIPTION IS FOR A MONTHLY SUBSCRIPTION TERM AND SUBSCRIPTION FEES SHALL BE PAID MONTHLY; AND
6. CUSTOMER HAS READ AND AGREES TO THIS AGREEMENT.

ACCEPTANCE

By signing below, or by electronically accepting this Agreement, Customer acknowledges that Customer has read, understood, and agreed to be bound by this Agreement.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

COMPANY:

By: _____
Name: Dylan Senderling, d.b.a. Grimoire
Title: Owner
Date: _____