Terms and Conditions of Pocket Pay Pty Ltd

1. Introduction & Agreement to Terms

These Terms and Conditions ("T&C") govern the use of the services provided by Pocket Pay Pty Ltd. ("Pocket Pay," "we," "us," or "our"), a company registered in New South Wales, Australia. By accessing or using our services, including but not limited to our point-of-sale (POS) system, online reservations, waitlist management, payments, kitchen display screen, real-time database, data cloud, content delivery networks, and sign-in authentication (collectively, the "Service"), the client ("Client," "you," or "your") agrees to be bound by these T&C. If you do not agree to these T&C, you must immediately discontinue the use of our Service.

2. Definitions

For the purposes of these T&C, the following definitions shall apply:

(a) "Pocket Pay" refers to Pocket Pay Pty Ltd (ACN 679 748 095), located in New South Wales, Australia.

(b) "Service" refers to the software solutions and features provided by Pocket Pay, including but not limited to POS, online reservations, waitlist management, payments, and kitchen display screen services.

(c) "Client" refers to the individual or entity that has entered into an agreement to use the Service.

(d) "Third-Party Services" refers to external providers integrated with the Service, including but not limited to payment gateways, cloud storage providers, data networks, any hardware and software issues in payment machines, and authentication services.

3. Scope of Services

Pocket Pay provides software solutions designed for restaurant operations, including POS, online reservations, waitlist management, payments, and kitchen display screens. The Service integrates with third-party providers for payment processing, real-time data management, and other functionalities. Pocket Pay does not have control over nor guarantees the performance of these third-party services. The features and functionalities of the Service are subject to modification at the sole discretion of Pocket Pay.

4. User Accounts & Responsibilities

Clients are responsible for maintaining the confidentiality of their account credentials and ensuring that all information provided is accurate and up to date. Clients shall be solely responsible for all activities conducted through their account. Pocket Pay shall not be liable for any unauthorised access to an account resulting from weak or compromised credentials. Clients are responsible of all hardware faults, connection issues or performance.

5. Subscription Plans & Payment Terms

Pocket Pay offers three tiers of service: Free Tier, Core Tier, and Pro Tier. The Free Tier provides limited features, while the Core and Pro Tiers are paid subscription plans.

(a) **Billing Cycle**: For monthly subscriptions, payments are due on the first business day of each month. If a Client subscribes after the first of the month, they will be charged a prorated amount for the remaining days of the month. Yearly subscriptions are billed in advance for 365 days, with automatic renewal on the same date the following year.

(b) **Price Adjustments**: If Pocket Pay increases subscription fees, Clients will be notified via email. The updated pricing will apply to payments made after the notification.

(c) **Auto-Renewal**: Subscriptions automatically renew unless the Client cancels the subscription before the renewal date.

(d) **Grace Period**: If a Client fails to make a payment within three (3) days of the due date, their account will be downgraded to the Free Tier. Upon receipt of payment, the subscription will be reinstated to the previous paid tier.

(e) **Refunds**: Refunds are not made after the subscription is paid. Subscription refunds are processed through the same payment method used for the initial transaction and are subject to the policies of third-party payment providers.

(f) **Card Payment Fees**: Any changes to card surcharges will be communicated to Clients via email and/or in-person and/or phone call, and such changes will take effect within a reasonable period following notification.

6. Data Ownership & Privacy

Clients retain ownership of their business data. Pocket Pay does not store credit card information. Any personal data breach arising from the use of third-party services is beyond the control of Pocket Pay, and we shall not be liable for any resulting damages. Our Privacy Policy, available at the footer of our website, pocketaway.com, governs the collection, use, and storage of personal data.

7. Third-Party Services

Pocket Pay integrates with various third-party services to facilitate payment processing, real-time data synchronisation, and authentication. We are not responsible for service failures, disruptions, or any other issues arising from these third-party providers. Clients are responsible for maintaining their own data connections, including internet access, which is beyond our control.

8. Service Availability & Downtime

(a) **Free Tier**: No Service Level Agreement (SLA) is provided, and Pocket Pay holds no liability for any service interruptions.

(b) **Core & Pro Tiers**: Clients are entitled to a maximum of ninety-five (95) percent of uptime per month. If downtime exceeds this threshold, Pocket Pay shall provide 100% of the exceeded downtime as free credit. Pocket Pay shall not be liable for any business losses resulting from service disruptions, including but not limited to the inability to process payments during restaurant operating hours. Pocket Pay's uptime obligations are limited to the availability of the Pocket Pay Service itself and do not cover unavailability attributable to Client systems, hardware, local network equipment, or internet service providers.

(c) **Scheduled Maintenance**: Clients will receive notice of scheduled maintenance via email at least seven (7) days in advance.

9. Limitations of Liability

Pocket Pay's total liability in any circumstance shall not exceed the total amount paid by the Client for the Service in the two (2) months preceding the claim. Pocket Pay shall not be responsible for indirect, incidental, or consequential damages, including but not limited to loss of revenue, loss of data, or business interruptions caused by service downtime.

10. Hardware Disclaimer

Clients are solely responsible for all hardware used in connection with the Service, including POS tablets, printers, routers, payment terminals, and network equipment. Pocket Pay does not guarantee the performance, compatibility, or reliability of any Client-owned hardware and is not liable for failures, malfunctions, connection issues, or downtime caused by such devices or the Client's internet service.

11. Indemnification

Clients agree to indemnify and hold Pocket Pay harmless from any claims, damages, liabilities, or expenses arising from their misuse of the Service, breach of these T&C, or violation of applicable laws.

12. Payment processing and limitations

Pocket Pay acts solely as a gateway to third-party payment providers. All card transactions, settlements, refunds, and chargebacks are processed by the respective payment provider, not by Pocket Pay.

Pocket Pay is **not liable** for:

  (a) failed or declined transactions;

  (b) payment terminal or gateway downtime;

  (c) chargebacks or disputes raised by cardholders;

  (d) delays in settlements or fund transfers by payment providers;

  (e) any errors, outages, or performance issues arising from third-party payment systems

The Client is responsible for managing refunds, chargebacks, settlement enquiries, and any related customer disputes directly through the payment provider.

13. Intellectual Property

All intellectual property rights in the service of Pocket Pay, including but not limited to the software, source code, object code, user interface, logo, design, features, workflows, algorithms, documentation, and all updates or enhancements, are and shall remain the exclusive property of the Company or its licensors. Pocket Pay does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Pocket Pay.

14. Licence

Pocket Pay grants you a limited, revocable, non-exclusive, non-transferable licence to access and use the Service solely for your business operations and strictly in accordance with these Terms. This

licence does not include any right to copy, modify, distribute, create derivative works, or otherwise exploit the Service or its underlying technology.

15. Force Majeure

Pocket Pay is not liable for any delay or failure to perform caused by events beyond its reasonable control, including natural disasters, government actions, labour disturbances, internet or telecommunications failures, third-party service outages, or other circumstances outside Pocket Pay's control. Pocket Pay's obligations will resume once the event has ended.

16. Assignment

Pocket Pay may assign or transfer its rights and obligations under these Terms to any affiliated entity or successor without the Client's consent. Clients may not assign their rights or obligations without Pocket Pay's prior written approval.

17. Prohibited Actions

You must not, and must not permit any third party to:

    (a) copy, decompile, disassemble, reverse engineer, or attempt to derive the source code of the Service;

    (b) sublicense, sell, rent, lease, or otherwise provide access to the Service to any third party;

    (c) use the Service to build a competing product or service;

    (d) remove or obscure any copyright, trademark, or proprietary notices on the Service.

18. Dispute Resolution

These terms and conditions and the Quote will be governed by and construed in accordance with the laws for the time being in force in New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of that New South Wales.

19. Amendments & Updates

Pocket Pay reserves the right to modify these T&C at any time. Clients will be notified of any changes via email, and continued use of the Service following notification shall constitute acceptance of the revised T&C.

20. Termination

Pocket Pay reserves the right to suspend or terminate a Client's account if any suspicious activity is detected. Furthermore, Pocket Pay may terminate the business relationship at its sole discretion if it determines that the Client is not a suitable fit for the Service.