

smartPOS Cloud

Terms of Use

Effective Date: August 2026

Issued by Prodev Innovations Limited

These Terms of Use ("Terms") govern your access to and use of smartPOS Cloud, a cloud-based point-of-sale platform owned and operated by Prodev Innovations Limited ("Prodev", "we", "us", or "our"). By accessing or using smartPOS Cloud, you agree to be bound by these Terms. If you do not agree, you must not access or use the platform.

1. Definitions

1.1 "smartPOS Cloud" or "the Platform" means the cloud-based point-of-sale software application and all related mobile apps, desktop applications, APIs, and services provided by Prodev under that name.

1.2 "Client" or "you" means the business entity or individual that has registered for and holds a subscription to the Platform.

1.3 "Authorised User" means an employee, contractor, or agent of the Client who has been granted access to the Platform under the Client's account.

1.4 "Subscription" means the paid licence granted to the Client to access and use the Platform in accordance with the selected package and these Terms.

1.5 "Client Data" means all data, content, and information submitted to, uploaded to, or generated on the Platform by the Client or its Authorised Users in the course of operating their business.

1.6 "Intellectual Property Rights" means all patents, copyright, database rights, trademarks, trade secrets, and other intellectual and proprietary rights, whether registered or unregistered.

2. Access and Account Registration

2.1 To use the Platform, you must register for an account and provide accurate, complete, and current information including your business name, email address, and billing details.

2.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. You must notify us immediately at legal@prodevkampala.com if you suspect unauthorised access.

2.3 You must not create an account on behalf of another person or entity without their authorisation, or use a false identity or impersonate any person or entity.

2.4 Each Subscription is issued to a single business entity. You may grant access to Authorised Users within that entity, subject to the user limits applicable to your Subscription package.

2.5 You must be at least 18 years of age and have the legal authority to bind your business to these Terms.

3. Subscription and Payment

3.1 Access to the Platform requires a paid Subscription. Subscription fees are set out on our website and in your Subscription agreement and are billed monthly or annually, depending on the plan selected.

3.2 All payments are processed through Stripe, a third-party payment processor. By subscribing, you authorise Prodev to charge your designated payment method via Stripe for all applicable fees on the billing cycle you select.

3.3 Subscriptions renew automatically at the end of each billing period unless cancelled before the renewal date. It is your responsibility to cancel your Subscription if you do not wish to be charged for the next billing period.

3.4 All fees are exclusive of applicable taxes. Where taxes apply (including VAT or local levies), they will be added to the stated fee and are your responsibility to pay.

3.5 If payment fails, your account may be suspended until payment is received. Prodev reserves the right to terminate a Subscription for non-payment after fourteen (14) days of failed billing.

3.6 Refunds. Subscription fees are non-refundable except where required by applicable law, or at Prodev's sole discretion in exceptional circumstances.

4. Acceptable Use

4.1 You may use the Platform solely for your internal business operations in accordance with these Terms and applicable law. You must not use the Platform to:

- (a) violate any applicable law, regulation, or third-party right;
- (b) upload or transmit any content that is unlawful, defamatory, fraudulent, or infringes the Intellectual Property Rights of any third party;
- (c) attempt to gain unauthorised access to any part of the Platform, its infrastructure, or any other systems connected to it;
- (d) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform;
- (e) distribute, sublicense, sell, resell, or commercially exploit the Platform or any portion of it without Prodev's prior written consent;
- (f) use automated tools (bots, scrapers, crawlers) to extract data from the Platform;
- (g) introduce viruses, malware, or any other harmful code into the Platform;

(h) interfere with or disrupt the integrity or performance of the Platform or the data of other clients.

4.2 Prodev reserves the right to suspend or terminate your access without notice if you breach this Section 4.

5. Intellectual Property

5.1 smartPOS Cloud, including its software, source code, user interface, design, trademarks, logos, documentation, and all other content provided by Prodev, is the exclusive property of Prodev Innovations Limited and is protected by intellectual property laws.

5.2 Prodev grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for your internal business purposes during the term of your Subscription.

5.3 You acknowledge that you acquire no ownership interest in the Platform or any part of it under these Terms or by virtue of your use of the Platform.

5.4 You retain all rights in your Client Data. You grant Prodev a limited licence to use, host, store, and process your Client Data solely to provide and improve the Platform services as described in our Privacy Policy.

5.5 You must not remove, alter, or obscure any copyright, trademark, or proprietary notices displayed on or within the Platform.

6. Client Data and Privacy

6.1 Prodev will handle your Client Data in accordance with our Privacy Policy, which is incorporated into these Terms by reference.

6.2 You warrant that you have all necessary rights, consents, and permissions to submit Client Data to the Platform, and that doing so does not violate any applicable law or any third party's rights.

6.3 Prodev implements industry-standard technical and organisational measures to protect Client Data, including encryption at rest and in transit, row-level database security, and role-based access controls. However, no method of transmission or storage is completely secure, and Prodev cannot guarantee absolute security.

6.4 You are responsible for ensuring that your Authorised Users comply with applicable data protection laws in connection with their use of the Platform.

6.5 Upon termination of your Subscription, Prodev will retain your Client Data for ninety (90) days, during which you may request an export. After that period, your data will be permanently deleted.

7. Service Availability and Support

7.1 Prodev will use reasonable commercial efforts to make the Platform available 24/7, excluding scheduled maintenance windows, of which Prodev will endeavour to provide advance notice.

7.2 The Platform includes an offline-first mode powered by local device storage and synchronisation technology. While this reduces the impact of internet outages on daily operations, some features (such as subscription management and certain reporting functions) require an active internet connection.

7.3 Technical support is available to all active Subscribers via email at legal@prodevkampala.com. Support response times and escalation procedures are set out in your Subscription agreement.

7.4 Prodev reserves the right to modify, update, or discontinue features of the Platform at any time. Where a change materially reduces functionality, Prodev will provide at least thirty (30) days' notice.

8. Third-Party Services

8.1 The Platform integrates with third-party services including Stripe (payment processing), Supabase (database infrastructure), and PowerSync (offline sync). Your use of these services is also subject to their respective terms and privacy policies.

8.2 Prodev is not responsible for the availability, accuracy, or security of third-party services and shall not be liable for any loss or damage arising from your use of or reliance on those services.

9. Limitation of Liability

9.1 To the maximum extent permitted by applicable law, Prodev shall not be liable for any:

- (a) indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or business opportunities;
- (b) loss or corruption of Client Data resulting from factors outside Prodev's reasonable control;
- (c) damages resulting from your failure to implement appropriate security measures or from your own misuse of the Platform.

9.2 Prodev's total aggregate liability to you for any claim arising under or in connection with these Terms (whether in contract, tort, or otherwise) shall not exceed the total Subscription fees paid by you to Prodev in the three (3) months immediately preceding the event giving rise to the claim.

10. Warranties and Disclaimers

10.1 Prodev warrants that it will provide the Platform with reasonable skill and care and in substantial conformance with its published documentation.

10.2 Except as expressly set out in these Terms, the Platform is provided "as is" and "as available." Prodev disclaims all implied warranties, including fitness for a particular purpose, merchantability, and non-infringement, to the fullest extent permitted by law.

10.3 Prodev does not warrant that the Platform will be error-free, uninterrupted, or free from vulnerabilities, though Prodev will endeavour to address material issues promptly.

11. Confidentiality

11.1 Each party may have access to confidential information of the other party in connection with the Subscription. Each party agrees to keep such information confidential and not to disclose it to any third party without the prior written consent of the other party, except as required by law.

11.2 This obligation of confidentiality survives termination of these Terms for a period of three (3) years.

12. Term and Termination

12.1 These Terms commence on the date you first access the Platform and continue for as long as your Subscription remains active, unless earlier terminated.

12.2 Termination by you. You may cancel your Subscription at any time through your account settings or by contacting us. Cancellation takes effect at the end of the current billing period, and no refunds will be issued for unused time.

12.3 Termination by Prodev. Prodev may suspend or terminate your account immediately if:

- (a) you breach any provision of these Terms and, where the breach is capable of remedy, fail to remedy it within seven (7) days of written notice;

- (b) you fail to pay any amounts due under your Subscription;
- (c) you become insolvent, enter liquidation, or are subject to analogous proceedings.

12.4 On termination, your right to access the Platform ceases immediately. Provisions that by their nature should survive termination (including Sections 5, 9, 10, 11, and 13) shall do so.

13. Governing Law and Disputes

13.1 These Terms are governed by and construed in accordance with the laws of the Republic of Uganda, without regard to its conflict of laws principles.

13.2 Any dispute arising out of or in connection with these Terms shall first be subject to good-faith negotiation between the parties for a period of thirty (30) days. If unresolved, either party may refer the dispute to arbitration in Kampala, Uganda, under mutually agreed rules.

14. Changes to These Terms

14.1 Prodev reserves the right to update these Terms at any time. When we make material changes, we will notify you via email or a prominent in-platform notice at least fourteen (14) days before the changes take effect.

14.2 Your continued use of the Platform after the effective date of the updated Terms constitutes your acceptance of the revised Terms. If you do not agree, you must stop using the Platform and cancel your Subscription.

15. General

15.1 Entire Agreement. These Terms, together with the Privacy Policy and your Subscription agreement, constitute the entire agreement between you and Prodev with respect to the Platform.

15.2 Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force.

15.3 No Waiver. Prodev's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

15.4 Assignment. You may not assign or transfer any rights or obligations under these Terms without Prodev's prior written consent. Prodev may assign these Terms in connection with a merger, acquisition, or sale of assets.

15.5 Notices. Notices to Prodev should be sent to legal@prodevkampala.com. Notices to you will be sent to the email address associated with your account.

16. Contact Us

If you have any questions about these Terms, please contact us:

- **Company:** Prodev Innovations Limited
- **Email:** legal@prodevkampala.com
- **Phone:** +256 780 101 601
- **Website:** prodevkampala.com
- **Address:** Kampala, Uganda