

# Terms and Conditions

All the fun legal stuff....

## CUSTOMER AGREEMENT

Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

If you accept this agreement on behalf of a Company or other Legal Entity, you represent that you are Authorized to bind this company to these terms and conditions, in which case the terms "you" or "your" shall refer to this Company/Customer. If you do not have such Authority, or if you do not agree with the Terms and Conditions included herein, you must leave not proceed to use the SunfirePOS.com Software. You can decline the agreement, and must cease to access any portion of the SunfirePOS.com Software.

Furthermore, you represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the SunfirePOS.com Software and that your billing information you provided is correct.

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. BY ACCEPTING DELIVERY OF THE HARDWARE AND SOFTWARE FROM METRO PAYMENT TECHNOLOGIES, D/B/A SUNFIRE POS, AS REBRANDED FOR SUNMED POS PAY (HEREINAFTER REFERRED TO AS "SELLER") DOCUMENTATION TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER HEREBY AGREES TO BE BOUND BY, AND ACCEPTS, THESE TERMS AND CONDITIONS.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON THE WEBSITE DO NOT CONSTITUTE PART OF THIS AGREEMENT.

SELLER is Metro Payment Technologies, 510 Century Blvd, Wilmington, DE 19808. All questions should be directed to (800) 771-3719.

These Terms and Conditions (hereinafter referred to as this "Agreement" constitute a binding contract between Customer and SELLER. Customer accepts these Terms and Conditions by making a purchase from, or by placing an order with, SELLER or, by shopping on SELLER's website (the "Site") or, by otherwise requesting products (the "Products") or engaging SELLER to perform or procure any Services. This Agreement is subject to change, from time to time, without any prior notice.

Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting SELLER. In addition, internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents. Customer may issue a purchase order for its own administrative purposes only. Additional or different terms and conditions contained in any such purchase order, however, will be null and void.

**Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes and replaces, in its entirety, any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade will be relevant in determining the meaning of this Agreement.

## **TERM**

This Agreement commences on the date you confirm subscription and renews monthly until terminated by you or SunfirePOS.com. The full fee amount of the plan you selected is due and payable when you confirm the sales. The term is indefinite and may be terminated at any time by SunfirePOS's sole discretion. Either party may terminate this Agreement or make plan changes.

## **TERMINATION FOR CAUSE**

Any breach of your payment obligations or unauthorized use of the SunfirePOS.com Software will be deemed a material breach of this Agreement. SunfirePOS.com in its sole discretion may terminate your password, account or use of the Software if you breach or otherwise fail to comply with this Agreement. In addition, SunfirePOS.com may terminate a free account at any time in its sole discretion. You agree and acknowledge that SunfirePOS.com has no obligation to retain the Business Owner Data, and may delete such Business Owner Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of such breach.

## **INDEMNIFICATION**

You agree to hold harmless and indemnify SunfirePOS.com and its subsidiaries, affiliates, officers, agents, vendors and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature.

## **CONFIDENTIALITY AND NON-DISPARAGEMENT**

In the event that SunfirePOS.com terminates your use of the Software or you elect to cancel service, as per the terms and conditions of this agreement you are to maintain in strict confidence the reasons for which the service was ended, except as may be required by law. Furthermore, you agree not to disparage SunfirePOS.com or any of its officers, directors or employees by any means including but not limited to blogs, posts on social media, emails, industry websites, or general publications. For purposes of this agreement and section, "disparage" shall mean any negative statement, whether written or oral, about SunfirePOS.com or any of its officers, directors or employees. You agree and acknowledge that this non-disparagement provision is a material term of this agreement.

## **LICENSE & RESTRICTIONS**

SUNFIREPOS.com hereby extends to you a non-exclusive, non-transferable, worldwide right to use the Software, solely for your own domestic and internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved solely by SUNFIREPOS.com. If you are a direct competitor of SUNFIREPOS.com or employed or contracted by a direct competitor, you may not register to and access our Platform, except with SUNFIREPOS.com prior written consent. In addition, you may not access the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit

or make available to any third party the Software or any of the SUNFIREPOS.com content in any way. You shall also not create Internet "links" to SUNFIREPOS.com 's plans or "frame" or "mirror" any content on any other server or wireless or Internet-based device. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function. You may use the SUNFIREPOS.com Software only for your domestic and internal business purposes and shall not: send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or that violate third-party privacy rights; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of the Software or the data contained therein, or attempt to gain unauthorized access to the Software or its related systems or networks. The SUNFIREPOS.com name, the SUNFIREPOS.com logo, are trademarks that exclusively belong to SUNFIREPOS.com

### **NON-SOLICITATION/NON-HIRER**

Customer agrees not to solicit, hire or otherwise engage in any manner whatsoever, directly or indirectly, and of the Seller's employees from the date of this Agreement and for a period of two years thereafter. If the Customer violates this provision, the Customer shall pay the seller the sum of one year's current salary of each employee hired or engaged as liquidated damages and not as a penalty.

### **ASSIGNMENT**

This Agreement is not assignable by Customer without written permission from Seller and any attempt of Customer to assign any right, duties or obligations, which arise under this Agreement without such permission, shall be void. The Software shall not be sold, leased, pledged or otherwise transferred or encumbered by Customer.

### **GOVERNING LAW**

THIS AGREEMENT AND ANY ATTENDANT STATEMENT OF WORK SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO SUBMIT ANY DISPUTE ARISING HEREUNDER TO THE EXCLUSIVE JURISDICTION OF THE NEW CASTLE COUNTY SUPERIOR OR DISTRICT COURTS LOCATED IN WILMINGTON DELAWARE. CUSTOMER FURTHER SUBMITS TO THE PERSONAL JURISDICTION OF THESE COURTS AND WAIVES THE RIGHT TO CHANGE VENUE TO ANY OTHER JURISDICTION.

YOU AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. PRIOR TO INSTITUTING ARBITRATION, THE PARTIES SHALL MEET IN GOOD FAITH AND ATTEMPT TO RESOLVE ANY DISPUTE ARISING FROM OR RELATED TO THE AGREEMENT THROUGH NON-BINDING MEDIATION.

IF MEDIATION IS UNSUCCESSFUL, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. EACH PARTY TO THE ARBITRATION SHALL BE RESPONSIBLE FOR ITS OWN COSTS AND EXPENSES OF ARBITRATION, INCLUDING LEGAL AND FILING FEES. ARBITRATION SHALL RESIDE EXCLUSIVELY IN NEW CASTLE COUNTY, STATE OF DELAWRE, WILMINGTON USA AND YOU HEREBY WAIVE ANY JURISDICTION, VENUE OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS.

Except in the case of nonpayment, neither party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided SELLER under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## **GENERAL TERMS**

### **Returns or Refunds**

All products must be returned in the same condition it was delivered. The product must be accompanied with its original box and all packing materials.

For all items that, you have 30 calendar days to return an item from the date you received it. There are some items, however, that are ineligible for returns such as opened software, consumable products, electronic software downloads or products that are deemed nonreturnable by product's manufacturer.

No product or equipment may be returned without first obtaining SUNFIREPOS's written Return Material Authorization due to faulty product or damaged equipment. Any and all product or equipment to be returned to the Company is subject to all the terms and conditions of this Refund Policy, Sales Terms and Conditions Agreement and other policies reflected on our site. It's the customer's responsibility to create a backup of their own data, and remove all personal private Data, or any personal identification information from the products prior to returning to the Company.

We do not offer refunds on any Professional Service, MSP, Maintenance, Software Development Time, Software As a Service Fees, Hosting fees, and subscription fees.

### **Receipt of Software**

Customer understands receipt of software occurs when software credentials are delivered via electronic mail (e-mail). Any software credentials delivered via e-mail will be considered as Customer's access and acceptance.

### **Payment**

If purchasing only hardware, software, services or supplies, customer is responsible for payment in full at the time the order is placed. Charges on customer's credit card statement will reflect Metro Payment Technologies

Monthly POS Software is billed on a recurring, monthly basis for \$95 per month. Customer may cancel this payment at any time with a 30-day notice. Payments must be made monthly in advance. All subscription obligations and payments are non-cancelable and nonrefundable.

You agree to provide SunfirePOS.com with complete and accurate billing and contact information. This information is to remain current at all times. SunfirePOS.com reserves the right to terminate your access to the SunfirePOS.com Platform, in addition to any other legal remedies, if the contact information you have provided is false or fraudulent.

### **System Disable**

Seller represents and Customer agrees and understands that an automatic shutdown feature is incorporated in the system, which if activated may render the system partially inoperable. Seller further represents that this automatic shutdown feature will be activated only if Customer fails to pay the purchase price on the date of physical delivery or within 30 days thereafter.

## **User Content**

SunfirePOS.com does not own any of the data, information or material ("Business Owner Data") that you submit to the Software in the course of using the SunfirePOS.com Solution. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, ownership or right to use of all Business Owner Data; and SunfirePOS.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Business Owner Data. In the event that User is terminated for any reason, all Business Owner Data will be lost. SunfirePOS.com reserves the right to withhold, remove and/or discard Business Owner Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Business Owner Data immediately ceases, and SunfirePOS.com shall have no obligation to maintain or forward any Business Owner Data.

## **Inability To Perform**

Customer shall not be required to perform Seller's obligations under this Agreement, or be liable for Seller's failure to perform or for delay in performance of Seller's obligations hereunder if such performance is prevented, hindered or delayed by reason of any cause beyond the reasonable control of Seller, including without limitation, any labor dispute, act of God, regulation or order of any government authority, or failure of a supplier to timely deliver any product.

## **Order Processing and Shipping Explanations**

Orders are processed by the Fulfillment Department within 48 hours from submission. After processing, the shipping method and time-frames purchased will apply. The typical expected delivery time-frame of a complete system build is 7-14 days. Customer is advised to contact the Customer Service Department for an accurate arrival quote. Ground shipping is the general method of shipment (3-7 days). Expedited shipping may be purchased at the time of sale or prior to ship-out. Shipping cannot be intercepted nor expedited once in the possession of the carrier. SELLER and/or its affiliates will arrange shipping, crating and packaging. SELLER neither accepts responsibility for the carrier's performance, nor accepts any responsibility for damages caused to the merchandise after it leaves SELLER's office or warehouse location. If damage occurs in route to Customer, SELLER will aid with handling the damage claim with the shipper; however, Customer will be responsible for filing a damage claim with the carrier. Inspection for concealed damage will be the sole responsibility of Customer. Any and all damaged equipment must be documented with the freight driver before the driver departs your location. Any damage must be reported immediately. Insurance will be used on all equipment shipped.

## **Risk of Loss**

If Customer provides SELLER with Customer's carrier account number or selects a carrier, other than a carrier that regularly ships for SELLER, title to Products and risk of loss or damage during shipment pass from SELLER to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from SELLER to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

## **IP RIGHTS**

You acknowledge that SunfirePOS.com alone (and its licensors, where applicable) shall own all rights,

title and interest, including without limitation all related Intellectual Property Rights, in the Software, the SunfirePOS.com website and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the SunfirePOS.com. Accordingly, you agree that you shall not copy, reproduce, alter, modify, or create derivative works from the Platform. You also agree that you will not use any automated or manual process to monitor or copy any content from the SunfirePOS.com Software. In particular, you shall not reverse engineer or access the Software in order to build a competitive product or service or to build a product using ideas, features, functions or graphics of the SunfirePOS.com Software.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to SunfirePOS.com Software, the SunfirePOS.com website or the Intellectual Property Rights owned by SunfirePOS.com.

#### **INTERNET DISCLAIMER**

SUNFIREPOS.COM SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

SUNFIREPOS.COM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. YOU ARE RESPONSIBLE FOR PROCURING AND MAINTAINING THE APPROPRIATE INTERNET SERVICES REQUIRED FOR YOUR USE OF THE SOLUTION.

#### **WARRANTY DISCLAIMER**

SUNFIREPOS.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORM OR ANY CONTENT. SUNFIREPOS.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS WHETHER OR NOT EXPRESSED, OR THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF THE SOFTWARE HARDWARE AND SUBSCRIPTION SERVICE OBTAINED BY YOU THROUGH SUNFIREPOS.COM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SOLUTION OR THE SERVER(S) THAT MAKE THE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PLATFORM AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SUNFIREPOS.COM AND ITS LICENSORS.

#### **LIABILITY LIMITATION**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE MONTH'S PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PLATFORM, ANY

INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SERVICES**

Customers may order services, warranty, support, and/or training (collectively, "Services") from or through SELLER. Certain Services may be sold by SELLER as a distributor or sales agent ("Third Party Services").

In the case of Third-Party Services, the third party shall be the party responsible for providing the services to the Customer and, Customer agrees that he/she will look solely to the third party for any loss, claims or damages arising from, or related to, the provision of such Third-Party Services. Customer hereby releases SELLER and the entities that control, are controlled by, or are under common control with SELLER ("Affiliates"), from any and all claims arising from, or relating to, the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by SELLER will be collected solely in the capacity as an independent sales agent.

## **SECURITY AND VIRUSES**

Customer acknowledges that the security and protection of the System and data, including protections against unauthorized access, is solely and entirely Customer's responsibility. Customer must secure and maintain virus and spyware protection software, which may include, but is not limited to firewalls, passwords, physical security, access control policies, and the like. Support or services necessitated by computer viruses, or by any failure or breach of Customer's security to Customer's System or data, including without limitation, damage caused by hackers or persons lacking authorized access, are not covered under this Agreement, and will be supplied by Seller only upon Customer's request, on a reasonable efforts basis with mutually agreeable conditions and on a time-and-materials basis. Customer waives any claims hereunder against Seller, to the extent arising from Customer's failure to have or maintain current virus or spyware protection. Customer acknowledges that credit card providers, banks, and credit card processing companies implement and require specific policies in conjunction with their cards and services. Customer shall be solely responsible for compliance with all policies, rules, regulations, and procedures required by the credit card companies, bank, and/or processors Customer elects to accept or utilize.

## **COOPERATION**

Customer agrees to cooperate with SELLER in connection with performance of the Services by providing (i) timely responses to SELLER's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by SELLER which are necessary or useful as determined by SELLER in connection with providing the Services, including, but not limited to, physical and system/computer access to Customer's computer systems, and (iii) all Required Consents necessary for SELLER to provide the Services. "Required Consents" means consents or approvals required to give SELLER, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with SELLER.

SELLER will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to SELLER from time to time.

## **ACCESS**

SELLER may perform the Services at Customer's place of business, at SELLER's own facilities or such other locations as SELLER and Customer deem appropriate. When the Services are performed at Customer's premises, SELLER will attempt to perform such Services within Customer's normal business hours, unless otherwise jointly agreed to by the parties. Customer will also provide SELLER access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that SELLER determines are useful or necessary for SELLER to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect SELLER and Customer's premises and to indemnify and hold SELLER and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of SELLER's gross negligence or willful misconduct.

## **PAYMENT**

Orders are not binding upon SELLER until accepted by SELLER. Customer agrees to pay the total purchase price for the Products, plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to SELLER as a result of using Customer's carrier account number. Terms of payment are within SELLER's sole discretion. If no payment schedule is provided, Customer will pay for the Services as invoiced by SELLER. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by SELLER. SELLER may issue an invoice to Customer. Customer will pay for, and will indemnify and hold SELLER and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide SELLER with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of SELLER's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, SELLER reserves the right to suspend Services until payment is received.

Customer will reimburse SELLER for all reasonable out-of-pocket expenses incurred by SELLER in connection with the performance of the Services, including, but not limited to, travel and lodging.

## **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right, at our sole discretion, to modify or replace these Terms or prices at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.



By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

### Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

By email: [service@metropaytech.com](mailto:service@metropaytech.com)

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN, AND VOLUNTARILY AND WILLINGLY AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.**

# Privacy Policy

We take your privacy very seriously.

## What information do we collect?

We collect information from you when you register on our site, place an order, subscribe to our newsletter, respond to a survey, or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.

## What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- Personalize your experience - your information helps us to better respond to your individual needs
- Improve our website - we continually strive to improve our website offerings based on the information and feedback we receive from you
- Improve customer service - your information helps us to more effectively respond to your customer service requests and support needs
- Process transactions
- Administer a contest, promotion, survey or other site feature
- Send periodic emails

Other than for the express purpose of delivering the purchased product or service requested, we assure you that your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent; provided however, that we may share your information with an acquirer in the event of a sale of the company or sale of all or substantially all of the company's asset. The email address you provide may be used to send you information, respond to inquiries, and/or other requests or questions.

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

## How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway provider's database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

## Do we use cookies?

Yes. Cookies are small files that a site (or its service provider) transfers to your computer's hard drive through your web browser, if you allow. These small files enable the site's or service provider's systems to recognize your browser, capture and remember certain information.

We use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits, keep track of advertisements, and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. However, you can still place orders over the telephone.

## Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally

identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## Third Party Links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

## Your California Privacy Rights

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act or “CCPA.”

For more details about the personal information we have collected over the last 12 months, including the categories of sources, SUNFIREPOS does not sell the personal information we collect (and will not sell it without providing a right to opt out). Please note that we do use third-party cookies for our advertising purposes.

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of personal information we collect (including how we use and disclose this information), to delete their personal information, to opt out of any “sales” that may be occurring, and to not be discriminated against for exercising these rights.

California consumers may make a request pursuant to their rights under the CCPA by contacting us at [service@metropaytech.com](mailto:service@metropaytech.com). We will verify your request using the information associated with your account, including email address. Government identification may be required. Consumers can also designate an authorized agent to exercise these rights on their behalf.

## Do Not Track

Our website does not currently take any action when it receives a Do Not Track request. Do Not Track is a privacy preference that you can set in your web browser to indicate that you do not want certain information about your webpage visits collected across websites when you have not interacted with that service on the page. For details, including how to turn on Do Not Track, visit [www.donottrack.us](http://www.donottrack.us).

## Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

## Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website at <http://www.sunfirepos.com/terms-and-conditions>.

## Your Consent

By using our site, you consent to our online privacy policy.

## Changes to our Privacy Policy

If we decide to change our privacy policy, we will update the Privacy Policy modification date below.

This policy was last modified on 08/15/2022

## Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

[Service@metropaytech.com](mailto:Service@metropaytech.com)