TERMS OF USE & END USER LICENCE AGREEMENT (EULA)

DOCUMENT SUMMARY — KEY POINTS

- This Agreement governs your use of the XPOS cloud-based point-of-sale platform and all associated services.
- By activating your account or accessing the platform, you accept these terms in full.
- XPOS provides 99.9% uptime SLA, TLS-encrypted communications, and data hosted in Sydney, Australia.
- Your data belongs to you. You may export it at any time with 3 months' written notice.
- Data is retained for 10 years for active accounts. Suspended accounts are deleted after 6 months.
- XPOS will never request your passwords, banking credentials, or FRCS login details.
- Governing law: Republic of Fiji. Jurisdiction: Fijian courts.

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1. DEFINITIONS

The following terms have the meanings assigned below wherever used in this Agreement:

- **Agreement** — These Terms of Use and EULA, together with any Order Forms, Service Schedules, and privacy policies incorporated by reference.
- **XPOS / Provider** — XPOS, a cloud software provider operating at xpos.com.fj, incorporated and operating under the laws of Fiji.
- **User / Customer** — Any individual, business, or entity that accesses, installs, or uses the Service under a valid subscription.
- **Service / Platform** — The XPOS cloud-based point-of-sale software, APIs, portals, mobile applications, and related managed services.
- **Subscription** — A time-limited, fee-based licence to access and use the Service under the terms herein.
- **User Data** — All data, content, transactions, configurations, and information entered into or generated within the Platform by the User.
- **Personal Data** — Any information relating to an identified or identifiable natural person, as defined under applicable data protection legislation.
- **Admin User** — A User account with elevated privileges to configure settings, manage sub-users, and administer the Platform on behalf of the Customer.
- **Authorised User** — Any employee, contractor, or agent of the Customer permitted by the Customer to access the Service.
- **Force Majeure Event** — Any event beyond a party's reasonable control, including natural disaster, war, pandemic, internet outage, cyberattack, or government action.
- **Basic SLA** — Monday to Friday, 8:00 AM – 5:00 PM Fiji Standard Time (FJT/GMT+12), excluding bank holidays.

- **Priority SLA** — Service Level Agreement — the uptime and performance commitments described in Section 6.
- **Confidential Information** — Any non-public information disclosed by either party that is designated confidential or that a reasonable person would understand to be confidential.

2. ACCEPTANCE OF TERMS

2.1 Binding Agreement

By accessing, installing, activating, or using the XPOS Service in any manner, the Customer confirms they have read, understood, and unconditionally agree to be bound by this Agreement. This Agreement is effective from the earlier of: (a) the date the Customer first accesses the Service; (b) the date the Customer clicks "Accept" or equivalent during account setup; or (c) the date stated on an applicable Order Form.

2.2 Authority to Enter Agreement

If the Customer is an entity (company, partnership, or organisation), the individual accepting this Agreement represents and warrants that they have the legal authority to bind that entity. If you do not have such authority, you must not accept this Agreement or use the Service.

2.3 Age and Legal Capacity

The Service is intended for use by business entities and individuals who are at least 18 years of age and have the legal capacity to enter into binding contracts under the laws of Fiji or their applicable jurisdiction.

2.4 Amendments to Terms

XPOS reserves the right to amend this Agreement at any time. Users will be notified of material changes at least 30 days in advance via email and/or in-platform notification. Continued use of the Service following the effective date of amended terms constitutes acceptance. If the Customer does not agree to the amended terms, they may terminate the Agreement under Section 17.

3. LICENCE GRANT & RESTRICTIONS

3.1 Licence Grant

Subject to payment of applicable fees and compliance with this Agreement, XPOS grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Service solely for the Customer's internal business operations during the applicable Subscription term.

3.2 Authorised Use

The licence granted herein permits the Customer to:

- Allow Authorised Users to access and use the Service up to the number of user seats purchased
- Configure and customise the Platform within the features available to the Customer's subscription tier
- Access and retrieve Customer Data through supported export mechanisms
- Integrate the Service with third-party tools where XPOS provides or supports API access

3.3 Licence Restrictions

The Customer must not, and must ensure that Authorised Users do not:

- Sublicense, resell, rent, lease, or otherwise transfer the Service or any part thereof to a third party
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service
- Modify, copy, adapt, or create derivative works based on the Service or any of its components
- Remove, obscure, or alter any proprietary notices, branding, or copyright notices within the Service
- Use the Service to provide bureau services or managed services to third parties without XPOS's prior written consent
- Use automated scripts, bots, or scrapers to access or extract data from the Service in an unauthorised manner
- Attempt to circumvent authentication, authorisation, or security controls
- Use the Service in a manner that violates any applicable law or regulation

3.4 Intellectual Property

All intellectual property rights in the Service, including software, documentation, algorithms, interfaces, and branding, remain the exclusive property of XPOS or its licensors. Nothing in this Agreement transfers any intellectual property rights to the Customer. The Customer's use of the Service does not grant any rights to XPOS's trademarks, trade names, or logos.

4. USER RESPONSIBILITIES & DATA ACCURACY

4.1 Responsibility for Data Inputs

The Customer is solely responsible for the accuracy, completeness, and lawfulness of all data, configurations, transactions, and inputs entered into the Service. XPOS does not validate or verify the accuracy of User Data.

4.2 Disclaimer Regarding Outputs

All system outputs, reports, analytics, forecasts, and calculations generated by the Service are entirely dependent on the quality and accuracy of User Data. XPOS provides no warranty that outputs will be accurate, complete, or fit for any particular purpose. The Customer acknowledges that:

- Financial outputs may not reflect actual business performance if input data is incomplete or inaccurate
- Reports must not be relied upon as the sole basis for tax compliance, financial decisions, or regulatory submissions
- The Customer is responsible for verifying all outputs with qualified financial or legal professionals

4.3 Account Administration

The Customer is responsible for:

- Maintaining a current and accurate account registration, including contact and billing details
- Designating and managing Admin Users with appropriate access controls
- Ensuring that Authorised Users comply with this Agreement
- Notifying XPOS promptly of any changes in the Customer's business structure that affect the Agreement

4.4 Audit & Compliance

The Customer agrees to maintain reasonable records of their use of the Service and to cooperate with XPOS in any compliance review upon reasonable notice. XPOS may suspend the Service if it reasonably believes the Customer is in material breach of this Agreement pending resolution.

5. SECURITY & CREDENTIAL POLICY

5.1 XPOS Security Commitment

XPOS implements industry-standard security controls to protect the integrity and confidentiality of User Data, including:

- TLS/HTTPS encryption for all data in transit between User devices and XPOS servers
- AES-256 encryption for data at rest on cloud infrastructure
- Role-based access control (RBAC) and multi-factor authentication (MFA) support
- DDoS mitigation and continuous 24/7 security monitoring
- Regular vulnerability assessments and penetration testing
- Audit logging of all significant system and user actions
- Physical security controls at Equinix SY4 Data Centre, Sydney, Australia

5.2 Credential Policy

XPOS staff will never request the Customer's:

- Platform passwords or authentication tokens
- Banking credentials, payment card details, or internet banking login information
- FRCS (Fiji Revenue and Customs Service) portal credentials or tax filing credentials
- Third-party software or API credentials not expressly required for integration purposes

Any request for such credentials purportedly from XPOS should be treated as fraudulent and reported immediately to security@xpos.com.fj.

5.3 Customer Security Obligations

The Customer is responsible for:

- Maintaining the confidentiality of all account credentials
- Implementing strong password policies for all Authorised Users
- Enabling MFA where available, particularly for Admin User accounts
- Promptly revoking access for any Authorised User whose employment or engagement ends
- Notifying XPOS within 24 hours of discovering any unauthorised access or suspected security breach
- Not sharing access credentials with any third party, including XPOS personnel

5.4 Incident Response

In the event of a confirmed security incident affecting User Data, XPOS will: (a) notify the Customer within 72 hours of becoming aware; (b) provide a summary of the incident scope and actions taken; (c) cooperate in remediation; and (d) comply with applicable notification obligations under Fijian law.

6. SERVICE LEVELS & AVAILABILITY (SLA)

6.1 Uptime Commitment

XPOS warrants a monthly uptime availability of 99.9% for the core Service, measured on a calendar month basis. This equates to a maximum of approximately 43.8 minutes of unplanned downtime per month.

SLA Metrics:

- Monthly Uptime: 99.9% (excluding excluded periods)
- Planned Maintenance Window: Communicated 48 hours in advance where possible
- Emergency Maintenance: May occur without prior notice; communicated as soon as practicable
- Incident Response – Critical: Initial response within 2 Business Hours
- Incident Response – High: Initial response within 4 Business Hours
- Incident Response – Standard: Initial response within 1 Business Day

6.2 Exclusions from SLA

The Uptime SLA does not apply during:

- Scheduled maintenance windows communicated in advance
- Emergency maintenance required to protect system integrity or security
- Downtime caused by Force Majeure Events
- Downtime attributable to the Customer's actions, misconfigurations, or third-party services outside XPOS's control
- Internet service provider failures or connectivity issues affecting the Customer's access

6.3 Planned Maintenance

XPOS will endeavour to schedule maintenance during off-peak hours (typically between 10:00 PM – 4:00 AM FJT on weekdays). Advance notice of at least 48 hours will be provided via email and in-platform notification where practicable.

7. DATA HOSTING, PRIVACY & SECURITY

7.1 Data Hosting Infrastructure

All User Data is hosted on enterprise-grade cloud infrastructure:

- Primary Cloud Provider: Defy Technologies Pte Limited via Vultr Cloud Services
- Physical Data Centre: Equinix SY4, Sydney, Australia
- Redundancy: Multi-zone deployment with automatic failover
- Backup Frequency: Daily automated backups with 30-day retention
- Disaster Recovery: RPO of 24 hours; RTO of 4 hours
- Network Security: DDoS mitigation, WAF, and IDS/IPS systems

7.2 Data Ownership

The Customer retains full ownership of all User Data at all times. XPOS processes User Data solely for the purpose of providing and improving the Service, and does not sell, rent, or share User Data with third parties except as required to deliver the Service or as required by law.

7.3 Privacy Compliance

XPOS processes Personal Data in accordance with applicable privacy legislation, including obligations under Fijian law. XPOS's Privacy Policy (available at xpos.com.fj/privacy) is incorporated into this Agreement by reference.

7.4 Sub-Processors

XPOS may engage sub-processors (e.g., cloud infrastructure providers, email delivery services) to assist in delivering the Service. XPOS remains responsible for the acts and omissions of sub-processors with respect to User Data. A current list of sub-processors is available at xpos.com.fj/sub-processors.

7.5 Cross-Border Data Transfers

User Data is hosted in Sydney, Australia. Where data is transferred across jurisdictions, XPOS ensures appropriate safeguards are in place, including contractual data protection clauses.

7.6 Data Processing Agreement

Enterprise and Government customers who require a formal Data Processing Agreement (DPA) may request one from XPOS at legal@xpos.com.fj.

8. DATA RETENTION & DELETION

8.1 Active Account Retention

For active, paid accounts, XPOS retains User Data for a maximum period of 10 years from the date of creation. Customers may request deletion of specific data records at any time, subject to legal retention obligations.

8.2 Account Suspension Due to Non-Payment

- Accounts with outstanding unpaid balances will receive written notice of overdue payment.
- The Customer will be given 30 calendar days from the date of notice to settle the outstanding balance.
- Failure to settle within the 30-day period may result in account suspension.
- Suspended accounts will be given a further 6 months during which data is preserved but inaccessible.
- If the account remains unsettled after 6 months of suspension, all associated User Data will be permanently and irrecoverably deleted.

8.3 Voluntary Termination

Upon termination of the Subscription:

- 30-day grace period post-termination during which the Customer may export data.
- After 30 days, account access will be deactivated.
- User Data will be retained in a secure, non-accessible state for 90 days following deactivation.
- After 90 days, User Data will be permanently deleted from XPOS systems, unless legally required to retain it.

8.4 Legal Hold

XPOS may retain User Data beyond standard retention periods if required by law, regulation, court order, or in connection with an ongoing legal proceeding.

8.5 Backup Deletion

Following deletion of User Data from primary systems, associated backup data will be deleted in the normal course of XPOS's backup rotation cycle, which shall not exceed 45 days.

9. DATA EXPORT & EXIT RIGHTS

9.1 Right to Exit

The Customer has the right to exit the XPOS platform at any time, subject to providing three (3) months' written notice to XPOS at support@xpos.com.fj. The notice period may be waived by mutual written agreement.

9.2 Data Export Process

Upon receipt of a valid exit notice, XPOS will:

- Acknowledge the exit request in writing within 5 Business Days
- Work with the Customer to scope and schedule the data export
- Deliver the Customer's data in XPOS database schema format within approximately 30 days of the scheduled export date
- Confirm delivery in writing and provide data integrity checksums or verification where requested

9.3 Export Formats

Standard data export is provided in XPOS database schema format (typically SQL or structured CSV exports). Custom export formats may be available and will be quoted separately.

9.4 Data Deletion Upon Exit

Following successful delivery and written confirmation of receipt by the Customer, XPOS will permanently delete all associated User Data from its cloud systems within 30 days. A certificate of deletion may be provided upon request.

9.5 Migration Support

XPOS may provide migration support services to assist the Customer in transitioning to another platform. Such services will be scoped and priced separately unless otherwise agreed in writing.

9.6 Business Continuity During Notice Period

During the notice period, XPOS will continue to provide the Service at the contracted service level. The Customer's obligations, including payment obligations, remain in effect during the notice period.

10. BILLING, PAYMENTS & SUBSCRIPTIONS

10.1 Subscription Fees

Subscription fees are as set out in the applicable Order Form or pricing schedule. XPOS reserves the right to revise pricing at renewal by providing at least 60 days' advance written notice.

10.2 Billing Cycle

Subscription charges are billed in advance at the commencement of each billing cycle (monthly or annually, as selected). All invoices are due and payable within 14 days of the invoice date unless otherwise agreed in writing.

10.3 Taxes

All fees are exclusive of applicable taxes (including VAT) unless expressly stated otherwise. XPOS will include applicable Fijian VAT on invoices where required by law.

10.4 Disputed Invoices

If the Customer disputes an invoice in good faith, they must notify XPOS in writing within 14 days of the invoice date. The parties will work in good faith to resolve the dispute within 30 days. Undisputed portions of an invoice remain due and payable on the original due date.

10.5 Subscription Upgrades

Customers may upgrade their subscription tier at any time; upgrades take effect immediately with pro-rata billing adjustments.

11. REFUND POLICY

11.1 Eligibility for Refund

Refunds are available under the following circumstances:

- Unused full billing months remaining on an annual subscription cancelled within the first 30 days of the initial term
- In the event of a material service failure directly attributable to XPOS, at XPOS's discretion

11.2 Non-Refundable Items

- No refunds are provided for partial months of use within a billing period
- Setup fees, onboarding fees, training fees, and professional services fees are non-refundable
- Fees paid for completed data exports or migration services are non-refundable
- Subscriptions cancelled after the initial 30-day period of an annual term are not eligible for refund

11.3 Refund Process

Approved refunds will be processed within 14 Business Days of approval and paid via bank transfer or original payment method. To request a refund, submit a written request to billing@xpos.com.fj with supporting details.

12. ACCEPTABLE USE POLICY

12.1 Permitted Use

The Service is provided solely for lawful, legitimate business operations. The Customer is responsible for ensuring all Authorised Users comply with this Acceptable Use Policy.

12.2 Prohibited Conduct

The Customer and Authorised Users must not use the Service to:

- Engage in or facilitate any unlawful, fraudulent, or criminal activity, including tax fraud, money laundering, or financial misrepresentation
- Input, process, or store any data that infringes third-party intellectual property rights or violates any applicable law
- Attempt to gain unauthorised access to any XPOS systems, networks, or accounts
- Transmit malware, viruses, ransomware, or any other harmful code through the Service
- Conduct load testing, penetration testing, or security scanning of the Service without XPOS's prior written consent
- Scrape, harvest, or systematically extract data from the Service for any purpose not authorised herein
- Use the Service to send unsolicited communications (spam) or to conduct phishing activities
- Interfere with, degrade, or disrupt the performance, availability, or security of the Service
- Circumvent, disable, or tamper with any security feature of the Service
- Share access credentials with individuals who are not Authorised Users

12.3 Content Standards

All data input into the Service must comply with applicable law and must not contain content that is defamatory, obscene, harassing, or otherwise unlawful.

12.4 Monitoring

XPOS reserves the right to monitor use of the Service for compliance with this Policy and security purposes, subject to applicable privacy laws.

12.5 Consequences of Violation

Material breach of this Acceptable Use Policy may result in immediate suspension of the Service, termination of the Agreement, and/or referral to appropriate authorities where unlawful activity is suspected.

13. TECHNICAL SUPPORT & MAINTENANCE

13.1 Support Channels

- **Email Support:** support@xpos.com.fj — response within 1 Business Day (standard issues)
- **Phone Support:** Available during Business Hours for eligible subscription tiers
- **In-Platform Chat:** Available for real-time support during Business Hours
- **Online Documentation:** Available 24/7 at docs.xpos.com.fj
- **Emergency Support:** Critical system outages escalated to on-call engineering team

13.2 Support Hours

Standard technical support is provided during Business Hours (Monday–Friday, 8:00 AM – 5:00 PM FJT), excluding Fijian public holidays.

13.3 Scheduled Maintenance

XPOS performs periodic maintenance for platform stability, security patching, and performance improvements. Scheduled maintenance will be communicated at least 48 hours in advance where practicable.

13.4 Emergency Maintenance

In cases where immediate maintenance is required to protect system security or integrity, XPOS may perform emergency maintenance without prior notice and will communicate as soon as practicable.

13.5 Customer Responsibilities for Support

When raising support requests, the Customer agrees to:

- Provide sufficient details to reproduce or investigate the issue
- Designate a primary contact for support communications
- Cooperate with XPOS support staff in good faith to resolve issues

13.6 Professional Services

Services beyond standard support, including custom development, training, data migration, and API integration, are available as professional services governed by a separate Statement of Work (SOW).

14. CONFIDENTIALITY

14.1 Mutual Confidentiality

Both parties acknowledge that they may receive Confidential Information of the other party. Each party agrees to: (a) hold the other's Confidential Information in strict confidence; (b) not disclose Confidential Information to third parties without prior written consent; and (c) use Confidential Information solely for the purposes of this Agreement.

14.2 Exceptions

Obligations of confidentiality do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was known to the receiving party prior to disclosure; (c) is independently developed without reference to Confidential Information; or (d) must be disclosed by law or court order.

14.3 XPOS Confidentiality

XPOS treats all User Data as Confidential Information and will not use it for any purpose other than delivering and improving the Service, unless explicitly permitted by the Customer or required by law.

14.4 Survival

Confidentiality obligations survive termination or expiry of this Agreement for a period of five (5) years.

15. REPRESENTATIONS & WARRANTIES

15.1 XPOS Warranties

XPOS represents and warrants that:

- It has the right and authority to enter into this Agreement and to provide the Service
- The Service will perform materially in accordance with the documentation during the Subscription term
- XPOS will implement and maintain reasonable technical and organisational security measures
- XPOS will comply with applicable laws and regulations in delivering the Service

15.2 Customer Warranties

The Customer represents and warrants that:

- It has the authority to enter into this Agreement and to bind itself and its Authorised Users
- It will use the Service in compliance with all applicable laws and this Agreement
- All User Data input into the Service is either owned by the Customer or the Customer has the right to use it
- It will promptly notify XPOS of any security incident or suspected breach

15.3 Disclaimer of Warranties

Except as expressly stated in this Agreement, the Service is provided "as is" and "as available" without warranties of any kind, express or implied. To the maximum extent permitted by law, XPOS disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

16. LIMITATION OF LIABILITY

16.1 Exclusion of Consequential Loss

To the maximum extent permitted by applicable law, XPOS shall not be liable to the Customer for any indirect, incidental, special, consequential, or punitive damages, including but not limited to: loss of profits, loss of revenue, loss of business, loss of opportunity, loss of data, or loss of goodwill, even if XPOS has been advised of the possibility of such damages.

16.2 Cap on Liability

XPOS's total aggregate liability to the Customer for all claims arising under or in connection with this Agreement shall not exceed the total fees paid by the Customer to XPOS in the three (3) calendar months immediately preceding the event giving rise to the claim.

16.3 Exceptions to Limitation

Nothing in this Agreement limits XPOS's liability for:

- Death or personal injury caused by XPOS's negligence

- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded or limited by law

16.4 Customer Acknowledgement

The Customer acknowledges that the limitations of liability in this Section reflect a reasonable allocation of risk between the parties.

17. TERM & TERMINATION

17.1 Term

This Agreement commences on the Effective Date and continues for the initial Subscription term selected by the Customer (monthly or annual). It will automatically renew on the same terms unless either party provides written notice of non-renewal at least 30 days before the end of the then-current term.

17.2 Termination by Customer

The Customer may terminate this Agreement: (a) at any time for convenience by providing 3 months' written notice; (b) immediately if XPOS is in material breach and fails to remedy the breach within 30 days of written notice.

17.3 Termination by XPOS

XPOS may terminate this Agreement: (a) immediately upon written notice if the Customer is in material breach of the Acceptable Use Policy or fails to pay undisputed amounts after a 30-day cure period; (b) with 60 days' notice if XPOS discontinues the Service; (c) immediately if the Customer becomes insolvent or ceases to trade.

17.4 Effect of Termination

Upon termination: (a) all licences are immediately revoked; (b) the Customer's access is deactivated; (c) the Customer must cease all use of the Service; (d) data export and deletion provisions of Sections 8 and 9 apply; (e) all accrued and unpaid fees remain due.

17.5 Survival

Sections 4, 7, 8, 14, 15, 16, 17.4, and 19 survive termination of this Agreement.

18. FORCE MAJEURE

18.1 Force Majeure Events

Neither party shall be liable for any delay or failure in performance (other than payment obligations) arising from a Force Majeure Event, including but not limited to:

- Acts of God, natural disasters (floods, earthquakes, cyclones, volcanic activity)
- War, armed conflict, terrorism, or civil unrest
- Pandemic or epidemic declared by the World Health Organisation
- Government-imposed restrictions, embargoes, or regulatory actions

- Widespread internet outages or undersea cable failures affecting Fiji or the Pacific region
- Cyberattacks of exceptional scale that exceed commercially reasonable mitigation capabilities

18.2 Notification Obligation

The affected party must notify the other party in writing as soon as practicable, describing the event and its expected duration, and must use commercially reasonable efforts to mitigate its effects.

18.3 Extended Force Majeure

If a Force Majeure Event continues for more than 60 consecutive days and materially prevents delivery of the Service, either party may terminate the Agreement on 14 days' written notice without liability, except for fees accrued prior to the event.

19. DISPUTE RESOLUTION

19.1 Good Faith Negotiation

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter through good faith negotiation within 14 days of written notice of the dispute.

19.2 Mediation

If the parties are unable to resolve the dispute through negotiation within 30 days, either party may refer the matter to non-binding mediation in Suva, Fiji. The costs of mediation shall be shared equally.

19.3 Governing Law & Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Republic of Fiji. Any unresolved disputes shall be subject to the exclusive jurisdiction of the courts of Fiji.

19.4 Interim Relief

Nothing in this Section prevents either party from seeking urgent injunctive or other interim relief from a court of competent jurisdiction to prevent irreparable harm.

20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior negotiations, representations, warranties, and understandings.

20.2 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.3 Waiver

A party's failure to enforce any provision of this Agreement shall not constitute a waiver of that party's rights to enforce it in the future.

20.4 Assignment

The Customer may not assign or transfer any rights or obligations under this Agreement without XPOS's prior written consent. XPOS may assign this Agreement in connection with a merger, acquisition, or sale of assets.

20.5 Notices

All formal notices must be delivered in writing to:

- **General:** support@xpos.com.fj
- **Billing:** billing@xpos.com.fj
- **Security:** security@xpos.com.fj
- **Legal / Notices:** legal@xpos.com.fj
- **Website:** xpos.com.fj
- **Address:** 58 Link Road, Lautoka

20.6 Relationship of Parties

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

20.7 Third-Party Rights

No third party has any right to enforce any term of this Agreement.

20.8 Language

This Agreement is made in the English language. In the event of any conflict between the English version and any translation, the English version shall prevail.

20.9 Electronic Acceptance

Electronic acceptance of this Agreement (including via checkbox, click-wrap, or electronic signature) is valid and legally binding to the same extent as a handwritten signature under applicable Fijian law.

CONTACT DETAILS

- **General Support:** support@xpos.com.fj
- **Billing Enquiries:** billing@xpos.com.fj
- **Security Issues:** security@xpos.com.fj
- **Legal / Notices:** legal@xpos.com.fj
- **Website:** xpos.com.fj

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