

BarCode and POS
"Barcode and Pos made easy"

**SOFTWARE/HARDWARE PURCHASE AGREEMENT & RETURN POLICY
AND PRIVACY NOTICE
PAGE 1 OF 5**

BARCODE & POS ("BCPOS") will sell the following hardware and/or software subject to this Agreement under the following terms and conditions.

1. All warranties for the hardware and/or software shall be only those warranties provided by the original Manufacturer of such hardware and/or software and any claim for breach of any such warranty shall be made against the Manufacturer. BARCODE & POS makes no warranty whatsoever of merchantability or fitness for a particular purpose and THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Note: Original Manufacturer's warranties are only good for 1 year after date of purchased unless otherwise specified.
2. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT UPON RECEIVING OR OPENING OF THE PACKAGING OF ANY SOFTWARE OR HARDWARD PURCHASED THERE WILL BE NO REFUNDS, SUCH AS, SOFTWARE AND/OR HARDWARE WILL NO LONGER BE SUBJECT TO REFUND(S), AS IT IS THE POLICY OF SOFTWARE / HARDWARE MANUFACTURER'S TO DENY REFUNDS PACKAGING AND BARCODE & POS WILL NOT BE HELD LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
3. ALL MANUFACTURER'S HARDWARE AND SOFTWARE ARE SUBJECT TO CHANGE WITHOUT NOTICE DEPENDING ON PRICING AND AVAILABILITY!
4. DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BARCODE & POS SHALL BE LIMITED TO THE SUM OF ANY MONEYS ALREADY PAID TO BARCODE & POS UNDER THE AGREEMENT, WHICH THE PARTIES AGREE IN ADVANCE IS REASONABLE IN THE LIGHT OF THE ANTICIPATED OR ACT HARM CAUSED BY THE BREACH, THE DIFFICULTIES OF PROOF OF LOSS, AND THE INCONVENIENCE OR INFEASIBLE OF OTHERWISE OBTAINING AN ADEQUATE REMEDY.
5. Any dispute between the parties to this Agreement shall be resolved through the process of binding arbitration as a precondition to the filing of a lawsuit within the state of Georgia law in Fulton County to resolve any such dispute.

**SOFTWARE/HARDWARE PURCHASE AGREEMENT & RETURN POLICY
AND PRIVACY NOTICE
PAGE 2 OF 5**

6. RETURN POLICY:

Upon completion of purchased Hardware/Software, Customer understands and agrees that any and/or all remedies or refunds are the sole right and responsibility of the original Manufacturer. And customer will NOT hold BARCODE & POS liable for any refunds or remedies, Subject to paragraph 1, 2 and 3 and it will be the Customer's responsibility to contact the original Manufacturer to resolve all issues or concerns as it pertain to restock fees, etc. and as it is the policy the Manufacturer to address any and all remedies or resolutions within their guide lines. All items or merchandise are subject to paragraph 1, 2 , and 3, All Sales are final and There are no refunds!

7. This contract may remain perpetual for all future sales transactions

8. Customer / Client understands by entering the **Security Code** and completing this sales transaction(s), Customer / Client agrees to all of the terms and conditions of this Agreement.

To include Privacy Notice below...

**SOFTWARE/HARDWARE PURCHASE AGREEMENT & RETURN POLICY
AND PRIVACY NOTICE**

PAGE 3 OF 5

Privacy Notice

Effective Date: August 1, 2014

This privacy notice discloses the privacy practices for [BarCode & POS] and our website; [www.barcodeandpos.com]. This privacy notice applies solely to information collected by this website, except where stated otherwise. It will notify you of the following:

- What information we collect;
- With whom it is shared;
- How it can be corrected;
- How it is secured;
- How policy changes will be communicated; and
- How to address concerns over misuse of personal data.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g., to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number provided on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data

Registration

In order to use this website, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

**SOFTWARE/HARDWARE PURCHASE AGREEMENT & RETURN POLICY
AND PRIVACY NOTICE**

PAGE 4 OF 5

Orders

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

Sharing

We share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

And/or:

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

And/or:

We partner with another party to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (e.g. billing or customer service) are granted access to personally identifiable information. The computers/servers on which we store personally identifiable information are kept in a secure environment.

**SOFTWARE/HARDWARE PURCHASE AGREEMENT & RETURN POLICY
AND PRIVACY NOTICE
PAGE 5 OF 5**

Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance their experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (e.g., advertisers). However, we have no access to or control over these cookies.

Links

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Surveys & Contests

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Notification of Changes

Whenever material changes are made to the privacy notice specify how you will notify consumers.

Other Provisions as Required by Law

Numerous other provisions and/or practices may be required as a result of laws, international treaties, or industry practices. It is up to you to determine what additional practices must be followed and/or what additional disclosures are required. Please take special notice of the California Online Privacy Protection Act (CalOPPA), which is frequently amended and now includes a disclosure requirement for "Do Not Track" signals.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at [770-751-0001] or via email at [\[Sales@barcodeandpos.com\]](mailto:Sales@barcodeandpos.com).