SERVICE PROVIDER POLICY AND AGREEMENT

This Service Provider Policy and Agreement ("Agreement") is entered into by and between **TechBuilderz Inc**, a business/service provider using the TechBuilderz SmartPOS system ("Service Provider"), and the client/customer ("Client"). This Agreement governs the provision of services related to the installation, configuration, customization, training, support, and maintenance of the TechBuilderz SmartPOS system.

1. PURPOSE OF THIS AGREEMENT

This Agreement defines the roles, responsibilities, rights, and obligations of the Service Provider and the Client regarding the use, support, and service delivery of the TechBuilderz SmartPOS system.

2. SCOPE OF SERVICES

The Service Provider may provide one or more of the following services depending on the agreement with the Client:

- Installation and setup of the TechBuilderz SmartPOS system
- Configuration of products, stock, users, branches, and settings
- System customization (where applicable)
- User training and onboarding
- Data entry and data migration support
- Technical support and troubleshooting
- System maintenance and updates
- Advisory services related to POS usage and best practices

Any additional services not listed above shall be subject to separate agreement or additional charges.

3. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees to:

- Deliver services professionally and with reasonable skill and care
- Use the TechBuilderz SmartPOS system in accordance with its intended functionality
- Maintain confidentiality of Client data and business information
- Provide accurate guidance and support based on the system's capabilities
- Notify the Client of any known system limitations or risks

4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate and complete business information
- Ensure proper use of the TechBuilderz SmartPOS system by staff
- Maintain secure login credentials and user access controls
- Perform regular data backups where applicable
- Make timely payments for services rendered

The Service Provider shall not be liable for errors arising from incorrect data input or misuse of the system by the Client or its employees.

5. FEES AND PAYMENT TERMS

- Service fees shall be agreed upon prior to commencement of services
- Payments may be charged as one-time fees, monthly fees, or per-service fees
- All fees are non-refundable once services have been delivered
- Late payments may result in suspension of services

6. LIMITATION OF LIABILITY

The Service Provider shall not be held liable for:

- Business losses, loss of profits, or loss of data
- System downtime caused by internet failure or power outages.
- Errors or limitations inherent in the TechBuilderz SmartPOS software
- Unauthorized access resulting from Client negligence

Liability, if any, shall be limited to the amount paid by the Client for the specific service.

7. DATA PROTECTION AND CONFIDENTIALITY

- Client data shall be treated as confidential
- The Service Provider shall not share Client data with third parties without consent, except where required by law
- Clients are responsible for compliance with local data protection regulations

8. INTELLECTUAL PROPERTY

- TechBuilderz SmartPOS remains the intellectual property of its original developers
- Any custom configurations or documentation created by the Service Provider remain the property of the Service Provider unless otherwise agreed
- Clients are granted a non-transferable right to use the system

9. TERMINATION

This Agreement may be terminated:

- By either party with written notice
- Immediately in cases of breach of agreement or non-payment

Upon termination, outstanding fees remain payable, and access to services may be withdrawn.

10. DISCLAIMERS

The Service Provider does not guarantee that:

- The TechBuilderz SmartPOS system will be error-free or uninterrupted
- The system will meet all specific business requirements

Services are provided "as-is" and "as-available".

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of **The Republic of Liberia**.

12. ACCEPTANCE OF AGREEMENT

By engaging the Service Provider and/or using services related to TechBuilderz SmartPOS, the Client acknowledges that they have read, understood, and agreed to the terms of this Agreement.

Service Provider Name: TechBuilderz Inc

Authorized Representative: _____

Signature: _____ **Date:** _____

Client Name: _____

Client Signature: _____ Date: _____

This document serves as a general service provider policy and agreement and may be customized to suit specific business or legal requirements.