

POS NINJA

Terms of Service

Effective Date: August 3, 2026

1. Acceptance of Terms

By downloading, installing, or using the POS Ninja application for macOS, iOS, or Android, or the POS Ninja web platform (collectively, the "Service"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the Service.

These Terms constitute a legally binding agreement between you ("User," "you," or "your") and Albert Huang ("we," "us," or "our"), the developer and operator of POS Ninja, part of the Food Ninja family of products.

2. Description of Service

POS Ninja is a point-of-sale and inventory management application under active development. As of the Effective Date, the following features are released:

- Inventory Management System: import and track inventory items in an on-device database; publish items as sellable products; organize products into groups; create discounts.
- Sales and Checkout: build sales tickets, apply discounts, check out a sale, and automatically decrement inventory.
- Receipts and Analytics: view past sales tickets and receipts, and review income/cost/profit analytics, entirely from your on-device data.
- Label Printing: print barcode/discount labels to a supported USB thermal printer (Android only), or export a label file for other platforms.
- Export: export inventory and product data to PDF and Excel files.
- Optional Taiwan E-Invoicing: when you enable and configure it in Settings, issue Taiwan government e-invoices (電子發票) for a sale through a third-party provider, Amego, via our server. This feature is off by default — see Section 5.3 and our Privacy Policy for details on what data this involves.

Additional features are planned for future releases. We reserve the right to modify, add, suspend, or discontinue any feature or the Service at any time, with or without notice.

3. Platform Availability and Self-Distributed Software

POS Ninja is made available through the following channels:

- macOS: distributed directly by us as a downloadable disk image (.dmg), outside of the Mac App Store.
- iOS: available through the Apple App Store.
- Android: distributed directly by us as a downloadable installation package (.apk), outside of Google Play, as well as through Google Play.
- Web: accessible via a web browser.

Self-distributed builds (the macOS .dmg and Android .apk): because these builds are not distributed through the Mac App Store or Google Play, they are not subject to those platforms' review, sandboxing, or update-management processes. To install them, you may need to adjust your device's security settings (such as macOS Gatekeeper or Android's "install from unknown sources" setting). You are solely

responsible for evaluating the source and integrity of any installation file before installing it, and for keeping the Service updated by downloading new versions as we release them.

Google Play version: if you download POS Ninja from Google Play, your use is additionally subject to Google Play's Terms of Service.

4. Eligibility

The Service is intended for users of all ages. Users under the age of 13 (or the applicable age of digital consent in their jurisdiction) should use the Service only with the involvement of a parent or guardian. The optional e-invoicing feature (Section 5.3) is a business/merchant tool intended for the store operator issuing invoices, and requires the operator to hold a valid Business UBN.

No account registration is currently required or available to use the Service.

5. User Data

5.1 On-Device Storage

All inventory items, products, product groups, discounts, sales tickets, receipts, and other data you create within POS Ninja are stored exclusively in a local database on your device. This data is never transmitted to or stored by us, except as described in Section 5.3 below.

5.2 Exported Files

When you export data to PDF or Excel, the resulting file is created and saved on your device or shared to a destination of your choosing. You are responsible for managing, securing, and backing up any exported files.

5.3 Optional E-Invoicing Data Transmission

If you enable "Issue E-Invoices" in Settings and configure your Business UBN and Amego App Key, then — and only then — completing a sale using that feature transmits the sale's line items, your Business UBN, your Amego App Key, and (if applicable) the buyer's scanned mobile barcode carrier or an NPO donation code to our server, over an encrypted (TLS/HTTPS) connection. Our server forwards this data to Amego, a third-party Taiwan e-invoice provider, solely to issue the invoice, and does not persist your Business UBN or Amego App Key. Our server is hosted by Hetzner Online GmbH in Nuremberg, Germany. See our Privacy Policy, Sections 2.2 and 10, for full details.

If you do not enable this feature, no sale or inventory data is ever transmitted to our servers.

5.4 Data Loss

Because your inventory, sales, and receipt data is stored only on your device, it may be lost if your device is lost, damaged, reset, has its storage cleared, or if the app is uninstalled. We strongly recommend regularly exporting or otherwise backing up any data you wish to preserve. Because e-invoicing data (Section 5.3) is not retained on our servers beyond the single request needed to issue an invoice, we are unable to help recover a lost invoice record; the invoice itself is retained by Amego as required by Taiwan tax law. We are not responsible for any data loss.

6. In-App Purchases and Monetization

POS Ninja does not currently offer any in-app purchases, subscriptions, or paid features. If monetization features are introduced in a future release, this section will be updated, and any billing will be handled in accordance with the applicable platform's (Apple App Store or Google Play) terms.

7. Accuracy of Inventory and Sales Data; No Professional Advice

POS Ninja is a tool to help you record and organize inventory and sales information that you enter. It is not an accounting, tax, or financial reporting system, and it does not verify, audit, or guarantee the accuracy of any data you enter, import, or export.

The optional e-invoicing feature depends on the continued availability and correct operation of a third-party service, Amego, and on the accuracy of the Business UBN, App Key, and sale information you provide. We do not guarantee that an e-invoice will be issued successfully, promptly, or without error, and you remain solely responsible for verifying that any invoice issued (or any failure to issue one) is correct and for meeting your own tax and regulatory obligations.

TOTAL EXCLUSION OF LIABILITY FOR INVENTORY/SALES DATA AND E-INVOICING: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALBERT HUANG SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY BUSINESS LOSS, FINANCIAL LOSS, INVENTORY DISCREPANCY, ACCOUNTING ERROR, FAILED OR INCORRECT E-INVOICE ISSUANCE, OR OTHER ADVERSE OUTCOME ARISING OUT OF OR RELATED TO YOUR USE OF, OR RELIANCE ON, DATA RECORDED, TRACKED, OR EXPORTED THROUGH THE SERVICE, OR THE OPTIONAL E-INVOICING FEATURE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIM IS BROUGHT. YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY OF YOUR INVENTORY AND SALES DATA AND FOR MAINTAINING INDEPENDENT RECORDS AS NEEDED FOR ACCOUNTING, TAX, OR REGULATORY PURPOSES.

8. Intellectual Property

All content, design, code, trademarks, and materials within the Service, including but not limited to the POS Ninja name, logo, user interface, and original text, are the exclusive intellectual property of Albert Huang and are protected by applicable copyright, trademark, and intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the Service for personal or business purposes in accordance with these Terms. You may not copy, modify, distribute, sell, sublicense, reverse engineer, or create derivative works from any part of the Service without our prior written permission.

9. Prohibited Conduct

You agree not to:

- Use the Service for any unlawful purpose or in violation of these Terms
- Attempt to reverse engineer, decompile, or disassemble any part of the Service
- Redistribute, repackage, or re-host the installation files (.dmg, .apk, or otherwise) without our prior written permission
- Interfere with or disrupt the integrity or performance of the Service
- Upload or transmit any malicious code, virus, or harmful data through any feature of the Service
- Attempt to gain unauthorized access to any portion or feature of the Service
- Use the optional e-invoicing feature to submit fraudulent, inaccurate, or unauthorized Business UBN, App Key, or invoice information

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

We do not warrant that the Service will be uninterrupted, error-free, secure, or free of viruses. We do not warrant the accuracy, reliability, or completeness of any content, data, or output generated through the Service, including e-invoices issued via the optional third-party e-invoicing feature.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALBERT HUANG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE.

OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE SIX (6) MONTHS PRECEDING THE CLAIM, OR TWD 1,000, WHICHEVER IS GREATER.

12. Indemnification

You agree to indemnify, defend, and hold harmless Albert Huang and his affiliates, officers, agents, employees, and licensors from any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way related to your use of the Service, your violation of these Terms, or your violation of any rights of another party.

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Republic of China (Taiwan), without regard to its conflict of law provisions.

Any dispute arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the competent courts located in Taiwan.

Notwithstanding the above, because e-invoicing data (Section 5.3), when that optional feature is enabled, is transmitted to and processed by servers located in Germany (European Union) operated by Hetzner Online GmbH, data protection matters relating to that feature are additionally subject to the General Data Protection Regulation (GDPR). In the event of a conflict between Taiwan law and GDPR with respect to that data protection matter, GDPR shall prevail to the extent required by law.

14. Changes to These Terms

We reserve the right to update or modify these Terms at any time, particularly as new features are released. When we make material changes, we will update the Effective Date at the top of this document and, where appropriate, notify you through the app or via email.

Your continued use of the Service after any modification constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Service.

15. Termination

We reserve the right to suspend or terminate your access to the Service at our sole discretion, without notice, if we believe you have violated these Terms or applicable law.

Upon termination, your right to use the Service will immediately cease. Sections 8, 10, 11, 12, and 13 shall survive any termination.

16. Contact Information

If you have any questions, concerns, or feedback regarding these Terms, please contact us at:

Albert Huang – POS Ninja Developer (Food Ninja)

Privacy Inquiries: privacy@food-ninja.com

Legal Matters: legal@food-ninja.com

General Support: support@food-ninja.com

Developer: alberthuang@food-ninja.com