

Datio POS Terms of Service / Terms of Sale

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Effective Date: May 13, 2026

These Terms of Service and Terms of Sale (“Terms”) govern the use of Datio POS products, software, applications, cloud services, websites, and related services (collectively, the “Services”) provided by Datio POS (“Datio,” “we,” “our,” or “us”).

By accessing or using the Services, you (“Merchant,” “Customer,” or “User”) agree to these Terms.

1. Services Provided

Datio POS provides restaurant and retail point-of-sale software and related cloud services designed to assist businesses with order entry, payments, reporting, inventory management, employee management, and operational workflows.

2. Subscription and SaaS Fees

Use of the Services requires an active subscription or Software-as-a-Service (“SaaS”) payment plan unless otherwise agreed in writing.

Monthly or recurring subscription fees must be paid on time to maintain access to the Services and cloud-connected functionality.

Failure to pay applicable fees may result in suspension or termination of access to the Services, including access to cloud-hosted transactional data, reporting tools, synchronization features, or account services.

All fees are non-refundable unless otherwise required by law.

3. Intended Use

The Services are intended solely for lawful business and commercial use.

Merchants agree to use the Services only for their intended purpose and in compliance with all applicable laws, regulations, tax requirements, labor laws, and payment industry rules.

Merchants are responsible for proper employee training, maintaining accurate pricing and tax settings, reviewing transactional accuracy, securing access credentials and devices, and maintaining compatible hardware and internet connectivity.

Datio POS is not responsible for losses caused by improper configuration, misuse, unauthorized access, or failure to follow operational procedures.

4. Third-Party Payment Processing

Datio POS is not a payment processor, merchant account provider, acquiring bank, or financial institution.

Payment processing services are provided exclusively by third-party payment processors selected by the merchant.

Datio POS does not store or process unencrypted payment card Primary Account Number (PAN) data.

Payment terminals and payment encryption are controlled by the payment processor and its certified payment systems.

Merchants are solely responsible for their agreement with the payment processor, processor fees and chargebacks, PCI DSS compliance obligations, terminal handling, and processor security requirements.

5. Data Retention and Backups

Transactional and operational data may remain available while the merchant maintains an active subscription.

Merchants are solely responsible for downloading, exporting, and maintaining independent backup copies of business records and transactional data.

Although Datio POS may retain historical data during an active subscription period, Datio POS does not guarantee permanent retention of data.

Unless otherwise required by law or written agreement, Datio POS liability related to data retention, recovery, restoration, or loss is limited to the most recent thirty (30) days of available data.

Following cancellation, non-payment, or account termination, Datio POS may delete stored data without further notice, subject to applicable legal requirements.

6. Availability and Service Interruptions

Datio POS strives to provide reliable service availability and cloud uptime.

While Datio POS has experienced no known material cloud downtime materially impacting service availability during the past ten (10) years, Datio POS does not guarantee uninterrupted availability, continuous uptime, or error-free operation.

The Services rely in part on third-party providers, including Google Cloud Platform and other external services beyond Datio POS control.

Datio POS shall not be liable for outages, interruptions, delays, data loss, or service degradation caused by internet failures, cloud provider outages, hardware failures, cybersecurity incidents, scheduled maintenance, force majeure events, or third-party services.

The Services are provided on an “as is” and “as available” basis.

6A. Hardware Warranty and Replacement Policy

Certain hardware products sold by Datio POS, including products sold directly or through third-party marketplaces such as Amazon, may include a limited one (1) year hardware warranty unless otherwise stated in writing.

The limited warranty covers defects in materials or workmanship under normal intended commercial use.

The warranty does not cover accidental damage, abuse or misuse, liquid damage, power surges, unauthorized modification or repair, cosmetic wear, or damage caused by improper installation or environmental conditions.

To obtain warranty service, customers may be required to provide proof of purchase, troubleshooting information, photographs, or serial numbers.

Datio POS may provide advance replacement or replacement hardware at its discretion. Customers are required to return defective or replaced hardware upon request.

If replacement hardware is provided and the original hardware is not returned within the required timeframe, Datio POS reserves the right to charge the customer for the replacement hardware, including applicable shipping and handling costs.

Replacement hardware may be new, refurbished, or functionally equivalent equipment.

Warranty claims are limited to repair, replacement, or refund at Datio POS sole discretion.

Except as expressly stated in this section, hardware is provided without additional warranties of any kind, whether express or implied.

7. Limitation of Liability

To the maximum extent permitted by law, Datio POS shall not be liable for lost profits, lost revenue, business interruption, data loss, chargebacks, tax reporting errors, or indirect, incidental, special, exemplary, or consequential damages.

Datio POS total cumulative liability arising out of or related to the Services shall not exceed the amount paid by the merchant to Datio POS during the three (3) months preceding the event giving rise to the claim.

8. Disclaimer of Warranties

The Services are provided without warranties of any kind, whether express or implied.

Datio POS disclaims all implied warranties including merchantability, fitness for a particular purpose, non-infringement, continuous availability, and accuracy or completeness of data.

9. Termination

Datio POS may suspend or terminate access to the Services for non-payment, suspected fraud or abuse, security concerns, violation of these Terms, or illegal or prohibited use.

10. Governing Law

These Terms shall be governed by the laws of the State of California.

11. Changes to Terms

Datio POS may update these Terms from time to time. Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

12. Contact Information

Datio POS

Website: <https://datiopos.com>

Email: support@datiopos.com