

MELIORA POS

TERMS OF USE

Professional terms governing access to and use of the Meliora RMS Point of Sale platform

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Issued by Meliora Business Solutions Ltd.
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Please read these Terms carefully before creating an account. By selecting the acceptance checkbox and creating an account, you confirm that you have read, understood and agreed to be bound by them.

Important notice

These Terms form a legally binding agreement between Meliora Business Solutions Ltd. ("Meliora", "we", "us" or "our") and the person or organisation accessing or using Meliora POS ("you", "your" or "Customer"). If you create an account for a company or other organisation, you represent that you have authority to bind that organisation.

If you do not agree to every provision, do not create an account or use the Service. Nothing in these Terms excludes rights or remedies that cannot lawfully be excluded under applicable law.

1. About the Service

Meliora POS is a multi-tenant retail management platform that may include point-of-sale checkout, product and inventory management, staff access, receipts, offline transaction capture and synchronisation, dashboards, reports, purchasing, supplier invoices, returns, subscriptions, public storefronts, guest ordering, payment integrations and related features (the "Service"). Features may depend on your plan, configuration, role, device, connectivity, third-party services and applicable law.

2. Eligibility and authority

You must be at least 18 years old and legally capable of entering a binding contract. You may use the Service only for a lawful business or professional purpose. Where you act for an organisation, that organisation is responsible for your use and the use of all persons it authorises.

3. Account registration and approval

- You must provide complete, accurate and current registration and contact information.
- Registration does not guarantee access. A tenant may remain pending until Meliora completes its approval or provisioning process.
- You must promptly update information that changes and must not impersonate another person or organisation.
- Meliora may reject, suspend or cancel a registration where information is false, risk cannot reasonably be managed, or use would breach these Terms or applicable law.

4. Account security and authorised users

You are responsible for safeguarding usernames, passwords, devices and sessions associated with your account; assigning appropriate Owner, Cashier or Inventory permissions; and promptly removing access when a user is no longer authorised. Accounts must not be shared except through authorised staff accounts. Notify Meliora promptly of suspected unauthorised access. Actions performed through your account will be treated as authorised by you unless applicable law requires otherwise.

5. Customer responsibilities

You control and are responsible for your retail operations and all information entered into the Service. In particular, you are responsible for:

- the accuracy of product descriptions, prices, taxes, discounts, stock quantities, costs, expiry dates, customer information, supplier records and reports;
- issuing lawful receipts, maintaining accounting and tax records, and meeting fiscal, licensing, employment, consumer, product-safety and sector-specific obligations;
- reconciling cash, payment confirmations, inventory and offline transactions before relying on reports;
- obtaining all notices, permissions or lawful bases needed to collect and use personal data through the Service;
- the quality, safety, legality, fulfilment, delivery, return and refund of goods you sell; and
- maintaining suitable equipment, connectivity, power, backups and operational controls.

Meliora provides software infrastructure and is not the seller, supplier, employer, accountant, tax adviser, delivery provider or custodian of physical cash for your business.

6. Acceptable use

You must not use the Service to:

- break any law, regulation, court order or third-party right;
- sell illegal, counterfeit, stolen, unsafe, prohibited or fraudulently described goods or services;
- launder money, evade taxes, manipulate records, process fraudulent transactions or mislead consumers;
- upload malware, probe security, interfere with availability, bypass access controls or gain unauthorised access;
- reverse engineer, scrape, copy, resell or commercially exploit the Service except as expressly permitted;
- send spam, harassment or unlawful communications, or process personal data without authority; or
- use automated means that impose an unreasonable load or circumvent rate limits.

We may investigate suspected misuse and preserve or disclose relevant information where reasonably necessary to protect users, enforce these Terms, prevent fraud or comply with law.

7. Subscriptions, trials and fees

- Prices, plan periods and included features are shown in the Service or an applicable order. Fees are stated in Nigerian Naira unless indicated otherwise.
- A trial may be offered for a stated period. Continued use after the trial or grace period requires a valid subscription.
- Subscriptions extend for the purchased period after confirmed payment. Unless expressly stated at checkout, plans do not automatically renew.
- Fees are exclusive of taxes or levies that you are legally required to pay.
- We may change future pricing on reasonable notice. A change will not retrospectively alter a period already paid for.

8. Payments, bank transfers and third-party processors

Card and online payments may be processed by Paystack or another disclosed payment service provider under that provider's terms and privacy practices. Meliora does not guarantee approval of a payment. Bank-transfer evidence is subject to verification and does not activate or extend a subscription until confirmed. We may reject unverifiable evidence and reverse an incorrectly credited, refunded, disputed or charged-back payment.

For public storefront transactions, payment splitting, commissions, gateway fees and settlement may be handled by a payment provider. The merchant remains responsible for the underlying sale and fulfilment. Timing of settlement is subject to the processor and participating financial institutions.

Except where required by law or expressly stated, paid fees are non-refundable once the applicable subscription period has been activated. This does not affect mandatory consumer rights or correction of duplicate or erroneous charges.

9. Public storefronts and guest orders

If you enable a public storefront, you authorise publication of your store name, catalogue, prices, stock availability and supplied contact or location information. You are the merchant of record for products sold. You must honour confirmed orders, communicate fulfilment status, arrange pickup or delivery, address complaints, and provide refunds or remedies required by law.

Stock may be reserved while payment is pending. If inventory becomes unavailable before payment is confirmed, the Service may initiate or flag a refund. Delivery estimates, geocoding, distances and fees are calculated using configured values and third-party routing data and may not reflect actual road or traffic conditions.

10. Offline operation and synchronisation

Certain cash-sale functions may operate offline and synchronise later. Offline records are stored on the device and can be lost if browser data is cleared, a device fails, or unauthorised persons gain access. You must protect the device, verify queued sales, reconnect regularly and resolve discrepancies. Card and transfer transactions may be disabled offline. Network retries are designed to prevent duplication but do not replace daily reconciliation. Stock may become negative where physical sales exceed recorded availability.

11. Data protection and privacy

Meliora processes account, business, transaction, technical and support data to provide, secure, administer and improve the Service; process payments; communicate with users; prevent fraud; meet legal obligations; and establish or defend legal claims. Processing will be carried out in accordance with applicable data-protection law, including the Nigeria Data Protection Act 2023 where it applies.

For personal data that a Customer enters about staff, customers, suppliers or guests, the Customer generally determines the purpose and means of processing and is responsible for required notices and lawful bases. Meliora processes such data to provide the Service and may use vetted hosting, email, payment, mapping, analytics or support providers subject to appropriate safeguards.

12. Data handling, retention and security

- We use reasonable administrative, technical and organisational safeguards, but no system is completely secure or continuously available.
- You must collect only data necessary for legitimate business purposes and restrict access according to role.
- Data may be retained while an account is active and afterwards as reasonably needed for legal, accounting, security, backup, dispute-resolution and enforcement purposes.
- Subject to law and technical feasibility, requests concerning access, correction, deletion, objection or other data-subject rights may be sent to the contact in section 24.
- You should export records required for your business before termination. Deleted data may remain temporarily in secure backups until ordinary rotation.

13. Confidentiality

Each party must protect non-public business, technical and commercial information received from the other and use it only to perform or receive the Service. This obligation does not cover information that is public without breach, already lawfully known, independently developed, rightfully received from another source, or required to be disclosed by law. Where legally permitted, the receiving party will give reasonable notice before compelled disclosure.

14. Intellectual property

Meliora and its licensors retain all rights in the Service, software, designs, documentation, trademarks and improvements. Subject to these Terms and payment of applicable fees, Meliora grants you a limited, non-exclusive, non-transferable, revocable right to access the Service for your internal business operations during the subscription period. You retain ownership of data you lawfully submit and grant Meliora a limited licence to host, process, reproduce and transmit it as needed to provide and protect the Service.

15. Feedback

If you provide suggestions or feedback, you permit Meliora to use them without restriction or payment, provided this does not transfer ownership of your confidential information or personal data.

16. Availability, maintenance and changes

We aim to provide a reliable Service but do not promise uninterrupted or error-free operation. Access may be affected by maintenance, upgrades, internet or power outages, third-party services, security events, force majeure or circumstances beyond reasonable control. We may modify features to improve security, performance, compliance or usability. We will use reasonable efforts to avoid materially reducing core paid functionality during a current subscription period.

17. Third-party services and links

The Service may interoperate with payment processors, banks, email providers, mapping services, messaging platforms, app stores, browsers or other third parties. Their services are independently controlled, and their terms may apply. Meliora is not responsible for a third party's outage, refusal, delay, content or acts, except to the extent liability cannot legally be excluded.

18. Suspension and restriction

We may suspend or restrict access where a subscription expires beyond any grace period; payment is overdue, reversed or disputed; use poses a security, fraud or legal risk; these Terms are materially breached; required by a regulator or court; or necessary to protect the Service or others. Where reasonably possible, we will provide notice and an opportunity to remedy. Billing, password, export or support functions may remain available at our discretion.

19. Termination

You may stop using the Service at any time. Either party may terminate for a material breach that is not remedied within a reasonable period after notice, or immediately where the breach cannot be remedied, involves fraud or illegality, or continued performance is prohibited. Upon termination, access rights cease and outstanding amounts remain payable. Provisions intended by their nature to survive - including payment, intellectual property, confidentiality, disclaimers, liability, indemnity and dispute terms - will survive.

20. Disclaimers

To the fullest extent permitted by law, the Service is provided "as is" and "as available". We disclaim implied warranties of merchantability, fitness for a particular purpose, non-infringement and uninterrupted or error-free operation. Reports, stock figures, margins, delivery calculations and summaries depend on the accuracy and completeness of input data and are operational aids, not accounting, tax, legal or financial advice. You must independently verify material business decisions.

21. Limitation of liability

Nothing in these Terms limits liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, breach of obligations that cannot legally be limited, or any mandatory statutory remedy.

Subject to the preceding paragraph and to the fullest extent permitted by law: (a) neither party is liable for indirect, incidental, special, exemplary or consequential loss, or loss of profit, revenue, goodwill, anticipated savings or data; and (b) Meliora's total aggregate liability arising from the Service during any twelve-month period will not exceed the fees paid or payable by the affected Customer for the Service during the six months immediately preceding the event giving rise to the claim. The limitation applies across contract, tort, negligence, statute and other legal theories.

22. Indemnity

To the extent permitted by law, you will defend and indemnify Meliora and its personnel against third-party claims, losses and reasonable costs arising from your products, business operations, unlawful data processing, infringement of third-party rights, misuse of the Service, or material breach of these Terms. This obligation does not apply to the extent a claim was caused by Meliora's breach, negligence or wilful misconduct. We will give reasonable notice and permit your control of the defence, subject to our right to participate and to approve any settlement imposing liability or admission on us.

23. Changes to these Terms

We may update these Terms to reflect changes in law, security, technology, third-party requirements or the Service. We will identify the effective date and provide reasonable notice of material changes through the Service, email or another appropriate channel. Changes will apply prospectively. If you do not agree, you must stop using the Service before the revised Terms take effect. Continued use after the effective date constitutes acceptance to the extent permitted by law.

24. Notices, support and complaints

Operational, legal or security notices may be delivered through the Service, to the email or phone number associated with your account, or by another reasonable electronic method. You are responsible for keeping contact details current.

Questions, complaints, data-protection requests and legal notices may be sent to:

Meliora Business Solutions Ltd.

Abuja, Nigeria

Email: iammeliorabusinesssolutions@gmail.com

Telephone: +234 813 871 7911

We will seek to acknowledge and resolve complaints fairly and within a reasonable time. Nothing in these Terms prevents a person from approaching a competent regulator or exercising a non-waivable statutory right.

25. Governing law and disputes

These Terms are governed by the laws of the Federal Republic of Nigeria. The parties will first attempt in good faith to resolve a dispute through written notice and discussion for at least 30 days. If unresolved, the courts of competent jurisdiction in Abuja, Nigeria will have jurisdiction, subject to any mandatory consumer right to bring proceedings elsewhere or use a regulator or statutory dispute mechanism.

26. General provisions

- These Terms, together with any referenced order, plan terms and applicable privacy notice, constitute the agreement concerning the Service.
- If a provision is unlawful or unenforceable, it will be adjusted to the minimum extent necessary and the remainder will continue in effect.
- A delay in enforcing a right is not a waiver. Rights and remedies are cumulative.
- You may not assign these Terms without our written consent. We may assign them as part of a merger, restructuring, financing or transfer of the Service, provided your mandatory rights are not reduced.
- Neither party is liable for delay caused by events beyond reasonable control, except that this does not excuse payment already due.
- Electronic records, notices and acceptance may be used to evidence the agreement to the extent permitted by law.

27. Acceptance

By checking the Terms acceptance box and selecting "Create account", you confirm that you have had the opportunity to open and read these Terms, understand them, meet the eligibility and authority requirements, and agree to be legally bound on your own behalf and, where applicable, on behalf of the organisation you register.

Reference framework

These Terms are intended to operate consistently with applicable Nigerian law, including the Nigeria Data Protection Act 2023 and the Federal Competition and Consumer Protection Act 2018. References are descriptive and do not limit any law that applies.

Official resources: Nigeria Data Protection Commission, ndpc.gov.ng; Federal Competition and Consumer Protection Commission, fccpc.gov.ng.