

MelioraBMP
Terms of Use

Terms governing access to and use of MelioraBMP, the Meliora Business Management Platform (formerly Meliora POS)

Version 2.0

Effective 17 October 2026 for accounts created on or after that date, and 16 November 2026 for accounts created earlier.

Replaces the Meliora POS Terms of Use effective 9 August 2026.

Issued by Meliora Business Solutions Ltd.
Abuja, Nigeria

iammeliorabusinesssolutions@gmail.com | +234 813 871 7911

Please read these Terms and the MelioraBMP Privacy Notice carefully before creating an account. By selecting the acceptance checkbox and creating an account or continuing to payment, 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 MelioraBMP ("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.

MelioraBMP was previously called Meliora POS. The change of name does not change the contracting party, your account or your data. This version replaces the Meliora POS Terms of Use effective 9 August 2026.

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

MelioraBMP is a multi-tenant business management platform for retailers (the "Service"). Depending on your plan and configuration it may include point-of-sale checkout, offline cash-sale capture and synchronisation, receipts, product and inventory management, multiple stores and stock transfers, customer records and loyalty points, customer credit and receivables, expense requests and approvals, financial books, purchasing, supplier order links and supplier invoices, smart replenishment suggestions, returns, dashboards and reports, a public storefront with online ordering, card-terminal and payment integrations, an optional MelioraProduction link, subscriptions and related features.

Features depend on your plan, configuration, role, device, browser, connectivity, third-party services and applicable law. Some modules must be enabled separately by the account Owner or by Meliora.

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 activation

- You must provide complete, accurate and current registration and contact information, including your business name, country and currency.
- A free-trial registration does not guarantee access. It may remain pending until Meliora completes its approval or provisioning process.
- An account created through the subscribe-and-pay page is activated once the payment is confirmed: automatically for a successful online payment, or after Meliora verifies a bank-transfer payment.
- 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, users and stores

You are responsible for safeguarding usernames, passwords, devices and sessions associated with your account; assigning appropriate roles (Owner, Cashier or Inventory), permissions and store assignments; and promptly removing access when a person is no longer authorised. Each plan includes a stated number of persons and, where applicable, active stores. 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 business operations and all information entered into the Service. In particular, you are responsible for:

- the accuracy of product descriptions, prices, taxes, discounts, loyalty rules, stock quantities, costs, expiry dates, customer, staff and supplier records, expenses 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, terminal results, inventory, stock transfers and offline transactions before relying on reports;
- obtaining all notices, permissions or lawful bases needed to collect, use and contact people through the Service, including customers you email receipts, statements or reminders to;
- 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, lender, debt collector, 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. Plans, trials, grace periods and fees

- The Service is offered in plans (currently Starter, Business, Operations and Enterprise). The features, included persons, active stores and prices of each plan are shown on the MelioraBMP website, in the Billing page or in an applicable order. Enterprise terms are agreed in writing.
- Prices are listed in Nigerian Naira, Ghanaian Cedi, Kenyan Shilling or South African Rand for businesses registered in those countries, and in US Dollars elsewhere, unless otherwise agreed.
- A free trial may be offered for the period stated at sign-up. During the trial the full platform is available to a limited number of persons. Continued use after the trial requires a valid subscription.
- Subscriptions run for the purchased daily, monthly or yearly period after confirmed payment. Unless expressly stated at checkout, plans do not renew automatically.
- When a subscription ends, a grace period stated in the Service may apply, during which access continues and renewal reminders are shown. After it, selling and other features pause until you renew. Your data is retained in accordance with section 17.
- If you move to a plan that does not include a feature, that feature becomes unavailable but its records are not deleted by the change.
- 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, terminals and third-party processors

Subscription card and online payments are processed by Paystack, currently for businesses in Nigeria, Ghana, Kenya and South Africa, under Paystack's own terms and privacy practices. Elsewhere, subscriptions are paid by bank transfer. Meliora does not guarantee approval of a payment. Bank-transfer evidence you upload is stored privately for 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.

Card-terminal integrations (for example Paystack Terminal or Moniepoint) require your own agreement, merchant credentials and configured terminal with that provider. Meliora is not a party to that agreement. A sale is complete only when the provider confirms the payment; you must check unresolved terminal payments before retrying or refunding them.

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 storefront and online orders

If you enable a storefront, you authorise publication of your business name, Main Store catalogue, prices, stock availability and supplied contact or location information. You are the merchant of record for products sold. You must honour confirmed orders, keep order status up to date, arrange pickup or delivery, address complaints, and provide refunds or remedies required by law.

Storefront payments are collected through Paystack into your Paystack subaccount. A Meliora platform commission, shown in your storefront settings as a percentage of the order subtotal, is deducted at checkout, and Paystack transaction fees are borne by your subaccount as configured. Settlement timing is subject to Paystack and participating financial institutions.

Stock may be reserved for a short period while payment is pending. If inventory becomes unavailable before payment is confirmed, the Service may initiate or flag a refund. Order confirmations and status updates may be emailed to your customers on your behalf. Delivery distances and fees are estimated using your configured values and third-party geocoding and routing data and may not reflect actual road or traffic conditions.

10. Customer credit and receivables

Where you sell on credit, you alone decide whether to extend credit, to whom and on what terms. The Service records balances, instalment collections, statements and ageing, and enforces the credit limits you set, but Meliora is not a lender, guarantor or debt collector and does not assess creditworthiness.

If you enable payment reminders, the Service emails your customers on your behalf at the interval you choose. You are responsible for having a lawful basis to contact them, for the accuracy of the amounts shown, and for complying with consumer-protection and debt-collection rules.

11. Expenses, financial books and reports

Expense approvals, financial books, journal entries, reconciliations, reports, stock figures, margins and summaries are operational aids based on the data entered. Financial books maintain internal accounts for comparison with your bank or wallet statements; they are not an automatic bank feed, a payment-execution service or a complete statutory accounting package, and they are not accounting, tax, legal or financial advice.

12. Purchasing, suppliers, stock transfers and replenishment

Supplier order links let a supplier view and respond to a purchase order without an account. Anyone holding a link can open it, so you are responsible for sending it only to the intended supplier. Stock transfers move recorded stock between your stores only when the receiving store confirms receipt. Replenishment and transfer-before-buying suggestions are recommendations; they do not place orders or move stock by themselves.

13. Offline operation and synchronisation

After a till has been prepared online, cash sales, local receipts and cached product lookup can continue offline. Card, transfer, terminal and credit sales need a connection. Queued sales are stored on the device and sent when a user synchronises; the Owner can see tills still holding unsent sales.

Offline records can be lost if browser data is cleared, a device fails or unauthorised persons gain access. You must protect the device, synchronise regularly, verify queued sales and resolve discrepancies. An emergency recovery file exported from a till contains sales and staff details and must be kept secure and shared only with Meliora support. Duplicate-safe identifiers are designed to prevent a sale being posted twice but do not replace daily reconciliation. Stock may become negative where physical sales exceed recorded availability.

14. Integrations and Meliora services

If you connect a MelioraProduction workspace, delivery, product and receipt-confirmation data is exchanged with that workspace under the connection you configure; it may be subject to separate terms.

If you registered with an affiliate referral code, Meliora shares your registration and first subscription payment (business name, plan, amount, currency and reference) with the Meliora affiliate programme so that the referring affiliate can be credited. Retail sales are never shared for this purpose.

The Service may display service messages, notices and promotional information about Meliora services. Operational notices may be shown until acknowledged.

15. Data protection and privacy

Meliora processes account, business, transaction, technical and support data as described in the MelioraBMP Privacy Notice, which forms part of these Terms. Processing is carried out in accordance with applicable data-protection law, including the Nigeria Data Protection Act 2023 where it applies.

For personal data you enter about staff, customers, suppliers or storefront guests, you generally determine the purpose and means of processing and are responsible for required notices and lawful bases. Meliora processes such data on your behalf to provide the Service and uses vetted hosting, email, payment, mapping

and support providers subject to appropriate safeguards.

Meliora records coarse, pseudonymous usage and reliability information (client activity monitoring) to support adoption, reliability and security, as described in the Privacy Notice.

16. Security

We use reasonable administrative, technical and organisational safeguards, including encrypted connections, hashed passwords, role-based access and audit records, 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.

17. Data retention and export

- Data is retained while an account is active and afterwards as reasonably needed for legal, accounting, security, backup, dispute-resolution and enforcement purposes.
- Audit records are kept online for about two years and then archived. Monitoring data is kept for the periods stated in the Privacy Notice.
- 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 27.
- You should export records required for your business before termination. Deleted data may remain temporarily in secure backups until ordinary rotation.

18. 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.

19. Intellectual property and feedback

Meliora and its licensors retain all rights in the Service, software, designs, documentation, trademarks (including MelioraBMP) 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.

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.

20. 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.

21. Third-party services

The Service may interoperate with payment processors, card-terminal providers, banks, email providers, mapping and routing services, messaging apps, browsers and 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.

22. Suspension, restriction and termination

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.

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.

23. 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. You must independently verify material business decisions.

24. 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.

25. 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, credit and collection activities, 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.

26. 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 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.

27. 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.

28. 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.

29. General provisions

- These Terms, together with the Privacy Notice, any referenced order and plan terms, 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.

30. Acceptance

By checking the Terms acceptance box and creating an account or continuing to payment, you confirm that you have had the opportunity to open and read these Terms and the Privacy Notice, 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.