Terms of Service

Rules for using the Stocklane service

Provider: [Stocklane Legal Entity Name]

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Complete every bracketed field and obtain legal advice from counsel qualified in each market before publishing or signing this document.

These Terms of Service govern access to and use of the Stocklane retail operations service provided by [Stocklane Legal Entity Name]. By creating a workspace, accepting an Order Form or using the Service, you agree to these Terms for yourself and the business you are authorised to represent.

1 Eligibility and authority

You must be legally able to enter into these Terms and have authority to bind the business for which you create or administer a workspace. The initial workspace administrator is responsible for appointing users, roles, branches and access levels. You must provide accurate account information and keep it current.

2 The service

Stocklane provides a multi-tenant retail operations service that may include central inventory, branch operations, stock transfer, point of sale, staff access, reporting, loyalty and related support features. Features may differ by plan, region, deployment, lawful availability or written order. Stocklane may update the Service to maintain security, improve performance or comply with law, provided we do not materially reduce a paid core service without reasonable notice or an applicable remedy.

3 Accounts security and acceptable use

• Keep credentials confidential, use unique passwords and promptly report suspected unauthorised access.

• Use the Service only for lawful business purposes and in accordance with applicable tax, labour, consumer, financial and privacy laws.

• Do not interfere with the Service, bypass access controls, probe for vulnerabilities, introduce malicious code, scrape data, reverse engineer except where law permits, or use the Service to harm another person.

• Do not upload unlawful, infringing, deceptive, abusive or privacy-violating content, or full payment-card details, government identifiers, health data or other highly sensitive information unless Stocklane expressly agrees in writing.

• Do not use customer or loyalty data for marketing without an appropriate lawful basis, any required consent and a working opt-out process.

4 Customer responsibilities

You are responsible for the accuracy, legality and integrity of Customer Data, your stock counts, pricing, tax settings, sales records, employees, permissions, branch operations and all activity by users you authorise. Stocklane is not your accountant, tax adviser, employer, payment acquirer or insurer. You must independently validate reports, tax treatment, pricing and business decisions before relying on them.

5 Customer Data and content

You retain your rights in Customer Data. You grant Stocklane a limited, non-exclusive right to host, process, transmit, display and use Customer Data only to provide, secure, support and improve the Service as permitted by the Data Processing Agreement and Privacy Policy. You represent that you have the necessary rights and notices to provide Customer Data and uploaded content. Stocklane may remove or disable content that appears to breach these Terms, law or another person's rights.

6 Intellectual property

Stocklane and its licensors retain all rights in the Service, software, documentation, designs, trademarks and improvements. Subject to these Terms and payment of applicable fees, Stocklane grants you a limited, non-exclusive, non-transferable and revocable right for authorised users to use the Service during the subscription term. Feedback may be used by Stocklane without restriction or compensation, provided it does not identify you as the source without permission.

7 Fees trials and future subscriptions

Current fees, trial terms and any service limits will appear in an Order Form, plan page or written agreement. If Stocklane introduces recurring subscriptions, the checkout and order confirmation will state the plan, price, currency, billing interval, renewal terms, cancellation method and any trial conditions before payment is taken. Taxes are excluded unless stated otherwise. The Refund Policy applies only where a paid plan or order expressly makes it applicable.

8 Availability support and suspension

We aim to provide a reliable Service but do not guarantee uninterrupted or error-free operation. Planned maintenance, emergency security work, third-party failures and events beyond reasonable control may affect availability. We may suspend access where reasonably necessary to protect the Service, investigate misuse, prevent harm, comply with law or address overdue undisputed fees. Where practicable, we will give notice and restore access promptly after the issue is resolved.

9 Confidentiality

Each party will protect the other party's non-public confidential information using reasonable care and will use it only to perform under these Terms. This obligation does not cover information that becomes public without breach, was already known without confidentiality duty, is independently developed, or is lawfully obtained from another source. A party may disclose confidential information when required by law after giving notice where permitted.

10 Disclaimers and liability

Except where law does not allow it, the Service is provided on an as-is and as-available basis. Stocklane disclaims implied warranties including merchantability, fitness for a particular purpose and non-infringement. Stocklane does not warrant that the Service will meet every business, regulatory, accounting, tax or reporting requirement.

To the maximum extent permitted by law, neither party is liable for indirect, special, incidental, punitive or consequential loss, lost profit, lost revenue, loss of goodwill, or loss caused by decisions made using the Service. The liability cap and exclusions in an Order Form or Master Services Agreement apply; where no such agreement exists, Stocklane's aggregate liability is limited to the fees paid for the affected Service in the twelve months before the event giving rise to the claim.

11 Indemnity

You will defend and indemnify Stocklane and its personnel against third-party claims arising from your Customer Data, uploaded content, unlawful marketing, misuse of the Service, or breach of these Terms. Stocklane will defend you against a third-party claim that the unmodified Service directly infringes an intellectual property right, subject to the exclusions, procedures and remedies in the Master Services Agreement or applicable Order Form.

12 Termination and data export

You may stop using the Service at any time, subject to an agreed subscription term. We may terminate or suspend for material breach not cured after reasonable notice, unlawful use, repeated infringement or non-payment of undisputed amounts. Following termination, you may export Customer Data during the stated access period. The Data Processing Agreement governs deletion and retention of Customer Data.

13 Governing law and contact

These Terms are governed by the laws of the Federal Republic of Nigeria, without regard to conflict-of-law rules, and disputes will be handled by the courts of [State, Nigeria], unless a signed Master Services Agreement provides otherwise. Notices to Stocklane must be sent to [legal@yourdomain.com] and [Registered Address]. We may update these Terms on notice; continued use after the effective date means acceptance where law permits.