

# Terms and Conditions for NovaLink Solutions

## NovaLink Solutions

Effective Date: 10/11/2024

### 1. Introduction & Acceptance

Welcome to NovaLink Solutions ("NovaLink," "Company," "we," "our," or "us"). By purchasing our products, using our services, or accessing our website (novalinksolutions.co.uk), you (the "User," "Customer," or "Client") agree to comply with these Terms and Conditions. If you do not agree with any part of these terms, you must not use our services.

### 2. Definitions

- **"User"** – Any individual or entity using our services or purchasing our products.
- **"Products"** – Bespoke metal plaques with NFC/QR technology and related digital services.
- **"Services"** – Hosting, configuration, customisation, and integration of digital features such as, but not limited to, WiFi access, Google Reviews, menu displays, ordering systems, and restaurant profiles.
- **"Intellectual Property (IP)"** – Digital renderings, ordering systems, and restaurant profiles created by NovaLink.
- **"Abuse"** – Any prohibited activities, including unauthorised system access, fraudulent transactions, or misuse of our services.
- **"Payment Initiation Services (PIS)"** – A service that initiates a payment transaction from the User's bank account.
- **"Account Information Services (AIS)"** – A service that provides aggregated account data from the User's financial institution.

### 3. Payment Initiation And Account Information Services

NovaLink Solutions integrates Payment Initiation Services (PIS) and Account Information Services (AIS) provided by **Plaid Financial Ltd.** ("Plaid") to facilitate secure payment transactions and financial data aggregation within our platform. Plaid Financial Ltd. is an authorised payment institution regulated by the **Financial Conduct Authority (FCA)** under the **Payment Services Regulations 2017** (Firm Registration Number: 804718) for the provision of payment services.

By using our services, you acknowledge and agree that:

- Payment transactions and financial data aggregation are processed through Plaid.
- NovaLink does not directly provide payment services and is not responsible for the performance, security, or compliance of Plaid's services.
- You must provide explicit consent for NovaLink to facilitate PIS and AIS through Plaid.
- Any disputes related to transactions initiated via Plaid must be addressed directly with your financial institution or Plaid.

#### **4. User Responsibilities**

- Users must provide accurate information when placing orders and using our services.
- Users are responsible for maintaining the security of their accounts and passwords.
- Users must not engage in fraudulent, malicious, unlawful, or unauthorised activities on our platforms.
- Any attempt to disrupt, hack, or misuse our services may result in immediate suspension or termination of all associated services and accounts.

#### **5. Account Registration & Security**

- Users may need to create an account for certain services.
- Users are responsible for safeguarding their credentials.
- We reserve the right to suspend or terminate accounts if unauthorised activities are detected.

#### **6. Intellectual Property Rights**

- All digital renderings, profiles, or any other graphical/web-based content generated by NovaLink remain the property of NovaLink unless explicitly agreed otherwise.
- Customers may use content generated for themselves by NovaLink only for its intended purpose.
- Users retain ownership of any images or text they upload to our systems, provided they were the rightful owners beforehand.
- Sample products remain the property of NovaLink unless paid for or agreed otherwise.

#### **7. Payments, Fees & Refunds**

- A 50% non-refundable deposit is required to initiate an order.

- Orders will only commence once the deposit and any required information have been received.
- If a customer fails to provide required details within 30 days, NovaLink reserves the right to cancel the order and retain the deposit.
- Late or non-payment may result in the suspension or termination of services and disconnection from all NovaLink services and systems.
- Refunds are not provided for products or services rendered useless due to user non-compliance.

## **8. Limitations Of Liability**

- NovaLink is not liable for any losses resulting from service disruptions, misuse, or unauthorised access.
- We are not responsible for any financial, reputational, or operational damage caused by user actions or third-party breaches.
- Service suspensions due to abuse or non-payment are at NovaLink's sole discretion and are not subject to refunds.
- NovaLink is not responsible for any financial losses, transaction errors, or security breaches arising from the use of Plaid's PIS or AIS services.

## **9. Disclaimers & Warranties**

- All products come with a one-year manufacturer's guarantee covering defects in materials and workmanship.
- Our services are provided "as is," without any guarantees of uninterrupted availability.
- We are not responsible for third-party system failures, compatibility issues, or unforeseen technical limitations.

## **10. User-Generated Content**

- Users may upload text, images, and other media to our platforms, provided the User has purchased a product/service that necessitates it.
- Users retain ownership of their uploaded content but grant NovaLink a license to use such content as necessary to provide services.
- We reserve the right to remove content that violates these Terms and Conditions.

## **11. Privacy & Data Protection**

- Our data collection and processing practices are outlined in our Privacy Policy (linked separately).

- We do not share, sell, or disclose personal data except as required to provide our services or by law.
- Users have rights under **GDPR**, including access, correction, and deletion of personal data.
- By using our services, you consent to the collection and processing of financial data by **Plaid** for the purposes of PIS and AIS.

## **12. Termination & Suspension**

NovaLink reserves the right to suspend or terminate services without notice if:

- Users violate these terms.
- Users engage in abuse, fraud, or unauthorised/unlawful activities.
- Payments are late or unpaid.
- Termination due to user misconduct does not entitle the user to refunds.
- Any associated accounts or services may also be suspended or terminated at our discretion.

## **13. Governing Law & Jurisdiction**

- These Terms and Conditions are governed by the laws of the **United Kingdom**.
- Any disputes shall be resolved in UK courts.

## **14. Changes To Terms**

- NovaLink reserves the right to modify these terms at any time.
- Continued use of our services constitutes acceptance of the updated terms.

## **15. Dispute Resolution**

- Any disputes should first be resolved through direct communication with NovaLink's customer support.
- If unresolved, disputes may be resolved through mediation or arbitration before legal action is taken.

For any inquiries, contact us at:

- **Email:** [contact@novalinksolutions.co.uk](mailto:contact@novalinksolutions.co.uk)

By using our services, you acknowledge and agree to these Terms and Conditions.

