

Terms and Conditions

PitStop GMS - Garage Management System

Last Updated: November 24, 2025

1. Introduction and Acceptance of Terms

Welcome to PitStop GMS ("the App"), a garage management system developed and operated by **Nimbus Technologies Private Limited** ("we," "us," "our," or "Company").

By accessing, downloading, installing, or using PitStop GMS, you ("User," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use the App.

Important Notice: PitStop GMS is currently in its Minimum Viable Product (MVP) stage. This means certain features are under active development, and the App's functionality may change, expand, or be modified without prior notice.

2. Company Information

Nimbus Technologies Private Limited

- **Website:** nimbustechologies.in
 - **Instagram:** @nimbustech.india
 - **Contact Number:** +91 99990-98900
 - **Email:** [Contact through website or provided channels]
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3. Service Description

3.0 PitStop Suite

*PitStop GMS is part of the **PitStop Suite**, a comprehensive collection of automotive industry solutions developed by Nimbus Technologies Private Limited. While PitStop GMS focuses on garage management, the PitStop Suite roadmap includes future applications such as:*

- *Fleet Management System*
- *SPMS (Spare Parts Management System)*
- *DMS (Dealership Management System)*
- *Other automotive industry solutions*

Note: These additional applications are part of our long-term vision and may be developed, modified, or not released based on market needs and business strategy. Access to future PitStop Suite applications may be offered separately and is not guaranteed with your current PitStop GMS account.

PitStop GMS is a comprehensive garage management system designed to streamline automotive service operations. The MVP version currently includes:

3.1 Available Features

- **Customer Management:** Tools to manage customer information, contact details, and service history
- **Staff Management:** Employee records, role assignments, and performance tracking
- **Vehicle Management:** Vehicle database including make, model, registration details, and service records
- **Job Card Management:** Creation, tracking, and management of service job cards
- **Financial Transactions:** Recording and tracking of payments, invoices, and financial activities
- **Revenue Analytics:** Dashboard and reports providing insights into business performance

3.2 Development Status

As an MVP product, PitStop GMS is continuously evolving. Additional features, enhancements, and modifications are under development. We reserve the right to:

- *Add, modify, or remove features at any time*
 - *Update the user interface and user experience*
 - *Change pricing structures for future premium features*
 - *Discontinue or replace the App with notice to users*
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4. User Accounts and Registration

4.1 Account Creation

To use PitStop GMS, you must:

- *Provide accurate, current, and complete information during registration*
- *Be at least 18 years of age or the age of majority in your jurisdiction*
- *Have the legal authority to enter into these Terms*
- *Maintain and promptly update your account information*

4.2 Account Security

You are responsible for:

- *Maintaining the confidentiality of your login credentials*
- *All activities that occur under your account*
- *Immediately notifying us of any unauthorized access or security breach*
- *Using strong passwords and implementing appropriate security measures*

4.3 Account Termination

We reserve the right to suspend or terminate your account if:

- *You violate these Terms*
- *You engage in fraudulent or illegal activities*
- *Your account remains inactive for an extended period*
- *We discontinue the service*

5. User Responsibilities and Prohibited Conduct

5.1 Acceptable Use

You agree to use PitStop GMS only for lawful purposes and in accordance with these Terms.

You will not:

- *Use the App for any illegal or unauthorized purpose*
- *Violate any local, state, national, or international law*
- *Infringe upon the rights of others, including intellectual property rights*
- *Transmit any harmful code, viruses, or malicious software*

- Attempt to gain unauthorized access to the App or related systems
- Interfere with or disrupt the App's functionality or servers
- Reverse engineer, decompile, or disassemble the App
- Use automated systems (bots, scrapers) without express permission
- Resell, redistribute, or sublicense the App without authorization

5.2 Data Input Accuracy

You are solely responsible for:

- The accuracy, quality, and legality of data you input into the App
 - Ensuring you have the right to use and store customer and vehicle information
 - Compliance with applicable data protection laws in your jurisdiction
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6. Intellectual Property Rights

6.1 Open Source Code

PitStop GMS is developed as open-source software. The source code is made available under specific open-source licensing terms:

- **Repository Access:** The code repository is not publicly listed. To access the source code, you must first contact us via email at +91 99990-98900 or through nimbustechnologies.in
- **License Terms:** Upon gaining repository access, your use of the source code is governed by the open-source license specified in the repository (e.g., MIT, GPL, Apache 2.0, or other applicable license)
- **Code Contributions:** If you contribute to the codebase, you agree to license your contributions under the same open-source license

6.2 Separation of Code and Service

While the source code is open source:

- The **PitStop GMS service** (hosted application, infrastructure, and support) remains proprietary
- These Terms and Conditions apply to use of the hosted service
- Trademarks, branding, and commercial use of "PitStop GMS" and "PitStop Suite" require separate permission

- *Self-hosting the code does not grant rights to use our trademarks or represent your deployment as affiliated with Nimbus Technologies*

6.3 Ownership of Non-Code Assets

All rights, title, and interest in the following remain the exclusive property of Nimbus Technologies Private Limited:

- *Trademarks: "PitStop GMS," "PitStop Suite," "Nimbus Technologies"*
- *Brand identity, logos, and visual designs*
- *Documentation and marketing materials*
- *Service infrastructure and architecture*
- *Proprietary algorithms or processes not included in the open-source code*

6.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to use the PitStop GMS hosted service solely for your internal business operations in accordance with these Terms.

For Source Code Users: *If you obtain access to the source code repository, your rights to use, modify, and distribute the code are governed by the open-source license in the repository, not by these Terms and Conditions.*

6.3 Trademarks

"PitStop GMS," "PitStop Suite," "Nimbus Technologies," and associated logos are trademarks of Nimbus Technologies Private Limited. You may not use these trademarks without our prior written consent, even if you have access to the open-source code.

7. Data Privacy and Protection

7.1 Data Collection

By using PitStop GMS, you acknowledge that we collect and process:

- *Account registration information*
- *Customer and vehicle data you input*
- *Usage data and analytics*
- *Device and technical information*

- *Transaction records*

7.2 Data Usage

We use collected data to:

- *Provide and improve the App's functionality*
- *Process transactions and generate analytics*
- *Communicate with you about the service*
- *Ensure security and prevent fraud*
- *Comply with legal obligations*

7.3 Data Security

We implement reasonable security measures to protect your data. However, no system is completely secure, and we cannot guarantee absolute security. You acknowledge the inherent risks of transmitting data over the internet.

7.4 Third-Party Data

You are responsible for obtaining necessary consents from your customers before inputting their personal information into PitStop GMS. You agree to comply with all applicable data protection laws, including but not limited to the Information Technology Act, 2000, and associated rules.

7.5 Data Retention

We retain your data for as long as your account is active or as needed to provide services. Upon account termination, we may retain certain data as required by law or for legitimate business purposes.

8. MVP Status and Disclaimers

8.1 Beta/MVP Nature

PitStop GMS is provided as an MVP product. You acknowledge and agree that:

- *The App may contain bugs, errors, or incomplete features*
- *Functionality may change without notice*
- *Some features may not perform as expected*

- *Data loss or corruption may occur (though we take measures to prevent this)*
- *Service interruptions may happen during updates*

8.2 No Warranty

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- *Warranties of merchantability*
- *Fitness for a particular purpose*
- *Non-infringement*
- *Uninterrupted or error-free operation*
- *Accuracy or reliability of results*

8.3 Use at Your Own Risk

You acknowledge that use of PitStop GMS during its MVP phase is at your own risk. We recommend maintaining backup records of critical business data outside the App.

9. Limitation of Liability

9.1 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NIMBUS TECHNOLOGIES PRIVATE LIMITED SHALL NOT BE LIABLE FOR:

- *Any indirect, incidental, special, consequential, or punitive damages*
- *Loss of profits, revenue, data, or business opportunities*
- *Business interruption or loss of goodwill*
- *Costs of procurement of substitute services*

arising from or related to your use of PitStop GMS, even if we have been advised of the possibility of such damages.

9.2 Maximum Liability

Our total liability to you for all claims arising from or related to the App shall not exceed the amount you paid us (if any) in the twelve (12) months preceding the claim.

9.3 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10. Indemnification

You agree to indemnify, defend, and hold harmless Nimbus Technologies Private Limited, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- *Your use or misuse of PitStop GMS*
 - *Your violation of these Terms*
 - *Your violation of any rights of another party*
 - *Your violation of applicable laws or regulations*
 - *Data you input into the App or your data handling practices*
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11. Payment Terms and Pricing

11.1 Current Pricing

[Specify current pricing model: free trial, subscription fee, or other structure]

11.2 Future Pricing Changes

As PitStop GMS evolves beyond MVP, we reserve the right to:

- *Introduce paid subscription tiers*
- *Implement feature-based pricing*
- *Change pricing structures with reasonable notice*
- *Offer promotional pricing or discounts*

11.3 Payment Processing

Payments, if applicable, will be processed through secure third-party payment gateways. You agree to provide accurate payment information and authorize us to charge the specified amounts.

11.4 Refund Policy

[Specify refund policy based on your business model]

12. Service Availability and Modifications

12.1 Service Availability

We strive to maintain high availability of PitStop GMS but do not guarantee uninterrupted access. The App may be unavailable due to:

- *Scheduled maintenance*
- *Emergency updates*
- *Technical difficulties*
- *Force majeure events*

12.2 Modifications

We reserve the right to modify, suspend, or discontinue any aspect of PitStop GMS at any time, with or without notice. This includes:

- *Adding or removing features*
- *Changing the user interface*
- *Updating system requirements*
- *Altering data storage or processing methods*

12.3 Notice of Material Changes

For significant changes that materially affect your use of the App, we will provide reasonable notice through:

- *In-app notifications*
 - *Email communications*
 - *Updates on our website*
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13. Third-Party Services and Integrations

13.1 Third-Party Dependencies

PitStop GMS may integrate with or depend on third-party services, APIs, or platforms. We are not responsible for:

- *The availability or functionality of third-party services*
- *Changes to third-party terms or pricing*
- *Data practices of third-party providers*
- *Performance issues caused by third-party services*

13.2 Third-Party Terms

Your use of integrated third-party services is subject to their respective terms and conditions. You are responsible for reviewing and complying with such terms.

14. Data Backup and Export

14.1 Your Backup Responsibility

While we implement data protection measures, you are strongly encouraged to:

- *Maintain independent backups of critical business data*
- *Regularly export data from PitStop GMS*
- *Implement your own disaster recovery procedures*

14.2 Data Export

We will provide reasonable mechanisms for you to export your data from PitStop GMS in commonly used formats, subject to technical feasibility.

14.3 No Guarantee of Data Retention

Given the MVP nature of the App, we cannot guarantee long-term data retention in case of service discontinuation. We will provide reasonable notice and data export opportunities if we decide to discontinue the service.

15. Termination

15.1 Termination by You

You may terminate your account at any time by:

- *Using the account deletion feature in the App*
- *Contacting our support team at +91 99990-98900*

15.2 Termination by Us

We may terminate or suspend your access immediately, without prior notice, if:

- *You breach these Terms*
- *You engage in prohibited conduct*
- *We are required to do so by law*
- *We discontinue the service*

15.3 Effect of Termination

Upon termination:

- *Your right to use PitStop GMS immediately ceases*
 - *We may delete your account and data after a reasonable period*
 - *Provisions that by their nature should survive will remain in effect*
 - *You remain liable for any obligations incurred prior to termination*
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16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

16.2 Jurisdiction

You agree that any dispute arising from or relating to these Terms or PitStop GMS shall be subject to the exclusive jurisdiction of the courts in [specify city/jurisdiction where company is registered].

16.3 Dispute Resolution Process

Before initiating legal proceedings, parties agree to:

1. *Notify the other party in writing of the dispute*

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2. Attempt to resolve the matter through good-faith negotiation
 3. Consider mediation or arbitration if negotiation fails

17. General Provisions

17.1 Entire Agreement

These Terms constitute the entire agreement between you and Nimbus Technologies Private Limited regarding PitStop GMS and supersede all prior agreements and understandings.

17.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms without restriction.

17.5 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or internet service failures.

17.6 Notice

Notices to you may be provided via email, in-app notifications, or posting on our website. Notices to us should be sent to:

Nimbus Technologies Private Limited

Website: nimbustechnologies.in

Contact: +91 99990-98900

17.7 Language

In the event of any conflict between the English version of these Terms and any translation, the English version shall prevail.

18. Updates to Terms and Conditions

We reserve the right to modify these Terms at any time. When we make changes, we will:

- *Update the "Last Updated" date at the top of this document*
- *Notify active users through email or in-app notification*
- *Post the updated Terms on our website*

Your continued use of PitStop GMS after changes to these Terms constitutes acceptance of the modified Terms. If you do not agree to the changes, you must stop using the App and terminate your account.

19. Contact Information

For questions, concerns, or support regarding these Terms or PitStop GMS, please contact us:

Nimbus Technologies Private Limited

- **Website:** nimbustechnologies.in
- **Instagram:** @nimbustech.india
- **Phone:** +91 99990-98900

We aim to respond to all inquiries within [specify timeframe, e.g., 48-72 hours].

20. Acknowledgment

BY USING PITSTOP GMS, YOU ACKNOWLEDGE THAT:

- *You have read and understood these Terms and Conditions*
- *You agree to be bound by these Terms*
- *You understand that PitStop GMS is an MVP product with ongoing development*

- You accept the risks associated with using software in its MVP stage
 - You will comply with all applicable laws and regulations in your use of the App
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Thank you for choosing PitStop GMS by Nimbus Technologies Private Limited.

These Terms and Conditions are effective as of the date you first access or use PitStop GMS.