

# TERMS OF SERVICE

These Terms of Service govern the use of all systems, websites, and services provided by:


eKhonnector (Registration Number: 2019/546837/07)  
("The Developer")

By creating an account, accessing, or using any service provided by the Developer, you ("The Client") agree to these Terms in full.

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## 1. Scope of Services

The Developer provides:

- Custom Management Systems
  - Policy Administration Systems
  - Legal Contrivance Systems
  - Mine Contrivance Systems
  - Website Development
  - Hosting and Infrastructure
  - Ongoing Technical Support
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## 2. Onboarding & Initial Payment

Before any work begins, the Client must pay:

- The selected system or website package fee
- Any customization or additional feature fees (if applicable)

Work will only commence once full upfront payment has been received.

This applies to:

- Management Systems
  - Websites
  - Any custom-built solutions
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## 3. Monthly Fees (Hosting & Service)

After development and deployment:

- The Client will be billed monthly in advance
- Fees cover:
  - Hosting (servers & infrastructure)
  - Data storage
  - System availability
  - Technical support

Failure to pay results in service interruption.

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## 4. System Usage, Data & Billing Policy

### 4.1 Definition of Usage

System usage includes:

- Logging in and operating the system
  - Receiving technical support (calls, messages, assistance)
  - Storage of Client data on Developer servers
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### 4.2 Billing Principle

The Client agrees that:

- As long as their data remains on the Developer's servers, the system is active and billable
  - Billing is not dependent on login activity
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### 4.3 Suspension vs Removal

- **Suspended System:**  
If the system is suspended due to non-payment, it remains billable, as data is still stored.
  - **Removed System:**  
If the Client requests removal, data is deleted and billing stops
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### 4.4 Cancellation Requirement (Important)

If the Client does not wish to continue using the system for the next month:

- They must notify the Developer at least 5 days before the new billing cycle

If no notice is given:

- The system remains active (or suspended)

- The Client will be billed for that month
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## 5. Non-Payment Policy

If the Client fails to pay:

- The system may be suspended without notice
- Access to services will be restricted

If non-payment continues for 3 consecutive months AND there is no communication:

- All data may be permanently deleted
  - The Developer cannot be held liable for any data loss
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### 5.1 Communication Exception

If the Client communicates regarding payment delays:

- Data may be stored offline at the Developer's discretion
  - Restoration only occurs after full payment
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## 6. Data Responsibility

- The Client is responsible for backing up their own data
  - The Developer does not guarantee recovery of lost data
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## 7. Revisions & Additional Work

Any work outside the agreed scope:

- Will be quoted separately
  - Requires approval before execution
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## 8. Technical Support

Support is provided via:

- Calls
- Messaging
- Email

Limited strictly to system-related issues.

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## 9. Acceptance of Service

A system or website is considered accepted when:

- The Client begins using it, OR
  - The system is deployed and made available
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## 10. Warranty

- A 90-day limited warranty is provided
- Covers issues from normal system use

Beyond this:

- Fixes are billable

All systems are provided “as is”

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## 11. Refund Policy

All payments are non-refundable once:

- Development has started, OR
- The system or website has been created

No exceptions, including:

- Change of mind
  - Business closure
  - Dissatisfaction
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## 12. Intellectual Property

The Client:

- Confirms rights to all provided content

The Developer:

- May use non-confidential materials for marketing or demonstration

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## 13. Client Responsibilities

The Client must:

- Protect login credentials
  - Avoid unauthorized system changes
  - Communicate regarding payments and usage
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## 14. Limitation of Liability

The Developer is not liable for:

- Business losses due to downtime or suspension
- Data loss due to non-payment or lack of communication
- Misuse of the system

Total liability is limited to fees paid.

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## 15. Termination

The Developer may terminate or restrict services if:

- Payment terms are violated
  - The Client becomes unresponsive
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## 16. Agreement Acceptance

By using the system or services, the Client:

- Confirms they have read and understood these Terms
  - Agrees to be legally bound by them
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