

Software Dynamics Limited - Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern your access and use of the Software Dynamics Limited ("Software Dynamics", "we", "us", or "our") Software as a Service ("SaaS") products and services (collectively, the "Service").

2. Acceptance of Terms

By accessing or using the Service, you ("you" or "User") agree to be bound by these Terms. If you do not agree to all the Terms, you may not access or use the Service.

3. Eligibility

You must be at least 18 years old and have the legal authority to enter into a contract with Software Dynamics to use the Service.

4. Registration and Account Security

You may need to register for an account to access certain features of the Service. You are responsible for maintaining the confidentiality of your account information, including your username and password. You are also responsible for all activities that occur under your account.

5. Service Description

Software Dynamics provides a SaaS platform that offers [briefly describe the core functionalities of your SaaS software]. We reserve the right to modify or discontinue the Service, in whole or in part, at any time with or without notice.

6. Pricing and Payment

The Service may be offered with different pricing plans. You are responsible for all charges associated with your use of the Service, including applicable taxes. We may change our pricing plans at any time.

7. Cancellation and Termination

You may cancel your account at any time. Software Dynamics may also terminate your account or suspend your access to the Service for any reason, at any time, with or without notice.

8. Intellectual Property

The Service and all intellectual property rights associated therewith, including copyrights, trademarks, and patents, are owned by Software Dynamics or its licensors. You are granted a non-exclusive, non-transferable license to use the Service in accordance with these Terms.

9. User Content

You are responsible for all content you upload, post, or otherwise transmit through the Service ("User Content"). You retain all ownership rights to your User Content. However, by submitting User Content, you grant Software Dynamics a non-exclusive, royalty-free, worldwide license to use, modify, publish, and distribute your User Content in connection with the Service.

10. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOFTWARE DYNAMICS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

11. Limitation of Liability

IN NO EVENT SHALL SOFTWARE DYNAMICS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE, EVEN IF SOFTWARE DYNAMICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnity

You agree to indemnify and hold harmless Software Dynamics, its officers, directors, employees, and agents from and against any claims, actions, or losses arising out of or relating to your use of the Service or your violation of these Terms.

13. Privacy Policy

Our Privacy Policy explains how we collect, use, and disclose your personal information. You can access our Privacy Policy <https://softwaredynamicsgroup.com/privacypolicy>

14. Entire Agreement

These Terms constitute the entire agreement between you and Software Dynamics regarding your use of the Service.

15. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of [insert your jurisdiction], without regard to its conflict of laws provisions. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in Kenya

16. Severability

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

17. Waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

18. Updates to Terms

Software Dynamics may update these Terms at any time. We will notify you of any changes by posting the new Terms on our website. You are advised to review the Terms periodically for any changes. Your continued use of the Service after the revised Terms are posted constitutes your acceptance of the revised Terms.

19. Contact Us

If you have any questions about these Terms, please contact us at sales@softwaredynamicsgroup.com



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