

KinetiX Terms of Service and Legal Statement

Oct 14, 2026 · @One

1. Acceptance of terms and scope

These Terms of Service and Legal Statement (the "Terms") form a binding agreement between you and KinetiX ("KinetiX", "we", "us" or "our") and govern your access to and use of the KinetiX enterprise resource planning (ERP) application, websites, APIs, documentation and related services (together, the "Service").

By creating an account, clicking "I agree", or accessing or using the Service, you confirm that you have read, understood and agree to be bound by these Terms and by our Privacy Policy, which is incorporated into these Terms by reference. If you are accepting on behalf of a company or other organisation, you represent that you have authority to bind that organisation, and "you" refers to both you and that organisation.

If you do not agree to these Terms, you must not access or use the Service.

We may offer separate written agreements, order forms or service schedules to particular customers. Where such a document conflicts with these Terms, the signed document prevails for that customer.

2. Definitions

In these Terms:

- **"Account"** means the registered profile through which you or your organisation access the Service.
- **"Customer"** means the business or organisation that subscribes to the Service.
- **"Authorised User"** means an individual, such as an employee or contractor, whom a Customer permits to use the Service.
- **"Customer Data"** means all data, records, documents and information that you or your Authorised Users enter into or generate through the Service, including financial, payroll, inventory, customer and employee records.
- **"Personal Data"** means information relating to an identified or identifiable individual, including names, email addresses, phone numbers and CNIC numbers.
- **"Subscription"** means the plan, term and fees under which a Customer accesses the Service.
- **"Documentation"** means the user guides and help materials we make available for the Service.

- **"Applicable Law"** means all laws, regulations and binding orders that apply to a party or to the Service, including tax, data protection and electronic transactions laws.

3. Accounts, eligibility and security

Eligibility. You must be at least 18 years old and legally able to enter into a contract to use the Service. The Service is intended for business use only.

Registration. You must provide accurate, current and complete information when you register, including your name, email address, phone number and, where we require it, your CNIC. You must keep this information up to date.

Credentials. You are responsible for keeping your password and any other credentials confidential and for all activity under your Account. You must not share credentials, and you must tell us immediately at the contact address in section 17 if you suspect unauthorised access or a security breach.

Administrators. A Customer's administrator may create, manage and remove Authorised Users and set their permissions. The Customer is responsible for the acts and omissions of its Authorised Users, as if they were the Customer's own.

Verification. We may ask you to verify your identity or business details at any time. We may refuse or cancel an Account if we cannot verify the information provided or reasonably suspect fraud or misuse.

4. Licence and acceptable use

Licence grant. Subject to these Terms and payment of applicable fees, we grant the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service during the Subscription term for its internal business purposes.

Restrictions. You must not, and must not allow anyone else to:

- Copy, modify, translate or create derivative works of the Service
- Reverse engineer, decompile or attempt to extract the source code of the Service, except where Applicable Law expressly permits it
- Sell, resell, lease, rent, sublicense or otherwise make the Service available to third parties, except to your Authorised Users
- Use the Service to build a competing product or to benchmark it for publication without our written consent
- Probe, scan or test the vulnerability of the Service, or bypass its security or access controls

- Introduce viruses, malware or any harmful code
- Overload or disrupt the Service, including through automated scraping or excessive API calls
- Access another customer's data or accounts

Unlawful and harmful use. You must not use the Service to break any law, to commit fraud, to launder money, to evade tax, to infringe the rights of others, or to store or transmit unlawful, defamatory or abusive content. You are solely responsible for ensuring that your use of the Service, and the data you enter, comply with Applicable Law.

5. Customer data and ownership

Ownership. As between you and KinetiX, you retain all rights, title and interest in your Customer Data. We do not claim ownership of it.

Licence to operate the Service. You grant us a limited, worldwide, non-exclusive licence to host, store, process, transmit and display Customer Data solely as needed to provide, secure, support and improve the Service, and to comply with Applicable Law.

Your responsibilities. You are responsible for the accuracy, quality and legality of Customer Data, for having all notices and consents required to enter Personal Data of employees, customers and others into the Service, and for the way you use the outputs the Service generates.

Data processing. Where we process Personal Data on behalf of a Customer, we do so only on the Customer's documented instructions and in line with our Privacy Policy and Applicable Law. We apply the security measures described in our Privacy Policy and will notify the Customer without undue delay after becoming aware of a breach affecting its Personal Data.

Backups and export. You are responsible for maintaining your own copies of records you are legally required to keep. During the Subscription and for 30 days after it ends, you may request an export of your Customer Data in a commonly used format. After that period we may delete it in line with our retention practices.

Aggregated data. We may create and use anonymised, aggregated statistics derived from use of the Service, which do not identify you or any individual, to operate and improve the Service.

6. Fees, billing and taxes

Fees. The Customer must pay the fees stated in its Subscription or order form. Unless stated otherwise, fees are quoted in Pakistani rupees, are billed in advance for each billing period, and are non-refundable except where these Terms or Applicable Law say otherwise.

Payment. Invoices are due within 14 days of the invoice date unless the order form states another period. You authorise us and our payment providers to charge the payment method you provide for recurring fees.

Late payment. If an amount is overdue, we may charge reasonable interest on it, suspend the Service after giving notice, and recover reasonable collection costs.

Taxes. Fees exclude sales tax, withholding tax, and any other taxes or duties, which are the Customer's responsibility unless we are legally required to collect them. If the Customer must withhold tax by law, it must give us the official receipt so we can claim credit.

Fee changes. We may change fees on at least 30 days' written notice, effective from the next renewal period. If you do not accept a change, you may cancel before it takes effect.

Renewal. Unless you cancel before the end of the current term, your Subscription renews automatically for a period equal to the previous term.

7. Intellectual property

Our rights. The Service, including its software, design, interfaces, algorithms, documentation, and the KinetiX name, logo, "People in Business" tagline and other trademarks, are owned by KinetiX or its licensors and are protected by copyright, trademark and other intellectual property laws. Except for the limited right to use the Service in section 4, these Terms give you no rights in them.

Trademarks. You may not use our names, logos or trademarks without our prior written permission, other than to truthfully state that you use the Service.

Feedback. If you give us suggestions, ideas or feedback about the Service, you grant us a perpetual, irrevocable, worldwide, royalty-free licence to use them without restriction or payment to you.

Infringement claims. If you believe content on the Service infringes your rights, send a written notice to the contact address in section 17 with enough detail for us to identify and assess the claim.

8. Confidentiality

"Confidential Information" means non-public information that one party discloses to the other and that is marked confidential or would reasonably be understood to be confidential. Customer Data is the Customer's Confidential Information. The non-public parts of the Service and its pricing are ours.

Each party must use the other's Confidential Information only to perform or exercise rights under these Terms, must protect it with at least the care it uses for its own confidential information, and must not disclose it except to employees, contractors and advisers who need to know it and are bound by equivalent duties.

This section does not apply to information that is or becomes public through no fault of the recipient, was already known to the recipient, was independently developed, or was lawfully received from a third party. A party may disclose Confidential Information when required by law or a court or regulator, provided it gives the other party prompt notice where permitted and discloses only what is required.

These duties continue for five years after these Terms end, and for as long as the information remains a trade secret or Personal Data.

9. Financial and accounting disclaimer

KinetiX is a software tool. It is not an accounting firm, auditor, tax adviser, legal adviser, bank, payment institution or financial adviser, and nothing in the Service or its outputs is professional advice.

- **Your responsibility for accuracy.** Reports, ledgers, invoices, payroll calculations, tax figures and forecasts depend on the data and settings you provide. You must review them before relying on them, filing them or acting on them.
- **Tax and regulatory compliance.** Tax rates, filing rules and statutory requirements change. The Customer remains solely responsible for meeting its obligations to the Federal Board of Revenue, provincial revenue authorities, the Securities and Exchange Commission of Pakistan, labour and social security bodies and any other authority, and should consult a qualified professional.
- **Payroll and payments.** Where the Service calculates or initiates payroll or payments, the Customer must verify amounts and recipients before approval. We are not liable for errors caused by incorrect inputs or by delays or failures of banks and payment providers.
- **No guarantee of results.** We do not guarantee any financial outcome, saving, profit or regulatory acceptance from using the Service.

10. Service availability, support and changes

Availability. We aim to keep the Service available and to perform maintenance with reasonable notice where possible, but we do not promise uninterrupted or error-free operation. Access may be affected by maintenance, third-party outages, internet failures or events outside our control.

Support. We provide support by email and phone during our published business hours, Monday to Friday in Pakistan Standard Time, excluding public holidays. Any service levels beyond this must be agreed in writing.

Changes to the Service. We may add, change or remove features to improve the Service, to comply with law or for security. If we make a change that materially reduces core functionality you have paid for, we will give reasonable notice and, where appropriate, a pro-rata refund.

Changes to these Terms. We may update these Terms from time to time. We will post the new version with a new effective date and, for material changes, notify you by email or in the app at least 14 days before they take effect. Continued use after the effective date means you accept the updated Terms.

Third-party services. The Service may connect to third-party products such as banks, payment gateways and cloud providers. We are not responsible for them, and your use of them is governed by their own terms.

11. Warranty disclaimer

We warrant that we will provide the Service with reasonable skill and care and in material accordance with the Documentation.

Except as stated in the previous paragraph, and to the maximum extent permitted by Applicable Law, the Service is provided "as is" and "as available". We disclaim all other warranties, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, and any warranty arising from course of dealing or usage of trade.

We do not warrant that the Service will meet all your requirements, that it will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that data will never be lost or corrupted. Some jurisdictions do not allow certain warranty exclusions, so parts of this section may not apply to you.

12. Limitation of liability

To the maximum extent permitted by Applicable Law:

- **No indirect loss.** KinetiX is not liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, business, goodwill, anticipated savings or data, however caused and on any legal theory, even if we were told they were possible.
- **Cap.** Our total aggregate liability arising out of or relating to these Terms and the Service will not exceed the fees you paid to us for the Service in the 12 months before the event that gave rise to the claim.
- **Free use.** If you use any part of the Service without paying, our total liability for it is limited to PKR 10,000.

These limits apply to all claims, including in contract, tort (including negligence), breach of statutory duty and otherwise, and they apply even if a remedy fails of its essential purpose.

What is not limited. Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded, including liability for fraud, wilful misconduct, or death or personal injury caused by negligence.

The parties agree that these limits reflect a fair allocation of risk and are reflected in the fees charged.

13. Indemnification

You agree to defend, indemnify and hold harmless KinetiX, its owners, officers, employees and agents from and against all claims, losses, damages, liabilities, fines, costs and expenses (including reasonable legal fees) arising out of or related to:

- Your Customer Data, including a claim that it infringes the rights of others or was collected or used unlawfully
- Your breach of these Terms or of Applicable Law
- Your misuse of the Service, or misuse by your Authorised Users
- A dispute between you and your own employees, customers, suppliers or tax authorities relating to your use of the Service

We will tell you promptly about any claim, allow you to control its defence and settlement (provided you do not settle in a way that admits fault on our behalf without our consent), and give you reasonable help at your cost.

14. Suspension and termination

Termination by you. You may stop using the Service and cancel your Subscription at any time through your Account or by written notice. Cancellation takes effect at the end of the current billing period, and fees already paid are not refunded unless Applicable Law requires it.

Suspension by us. We may suspend or restrict access immediately, with notice where practicable, if you breach these Terms, fail to pay after notice, create a security risk, or if required by law or a regulator.

Termination by us. We may terminate these Terms or your Account on 30 days' written notice for any reason, or immediately if you materially breach these Terms and do not fix the breach within 10 days of notice, or if the breach cannot be fixed.

Effect of termination. When these Terms end, your right to use the Service stops, you must pay all outstanding fees, and you may request an export of your Customer Data as described in section 5. If we terminate without cause, we will refund prepaid fees for the unused part of the term.

Survival. Sections that by their nature should continue after termination will do so, including sections 5 to 9, 11 to 13 and 15 to 16.

15. Governing law and dispute resolution

Governing law. These Terms and any dispute arising from them or from the Service are governed by the laws of the Islamic Republic of Pakistan, without regard to conflict-of-law rules.

Informal resolution. Before starting formal proceedings, each party must give the other written notice of the dispute and try in good faith to resolve it within 30 days.

Arbitration. A dispute not resolved informally will be finally resolved by arbitration under the Arbitration Act, 1940, or any law that replaces it, before a single arbitrator appointed by agreement or, failing that, by the court. The seat and venue of arbitration will be Lahore, and the language will be English.

Courts. For urgent relief, and for any matter that cannot be arbitrated, the courts of Lahore, Punjab have exclusive jurisdiction, and each party submits to them.

Time limit. Any claim must be brought within one year after the cause of action arose, to the extent Applicable Law allows a shorter period than the usual limitation period.

16. General provisions

- **Entire agreement.** These Terms, our Privacy Policy and any signed order form are the whole agreement between us about the Service and replace all earlier discussions.
- **Severability.** If a provision is found invalid or unenforceable, it will be limited to the minimum extent needed, and the rest of the Terms stay in force.
- **No waiver.** A delay or failure to enforce a right is not a waiver of it.
- **Assignment.** You may not assign or transfer these Terms without our written consent. We may assign them to an affiliate or to a successor to our business.
- **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, such as natural disaster, war, strikes, government action, power or internet failure, or third-party outages. Payment obligations are not excused.
- **Relationship.** The parties are independent contractors. These Terms create no partnership, agency, joint venture or employment relationship.
- **Third parties.** Only the parties have rights under these Terms.
- **Notices.** We may give notice by email, in the app or on our website. You must send notices to us at the contact address below.
- **Export and sanctions.** You must not use the Service in breach of applicable export control or sanctions laws.
- **Language.** These Terms are written in English. Any translation is for convenience, and the English version prevails.
- **Headings.** Headings are for reference only and do not affect interpretation.

17. Contact information

For questions about these Terms, to send a legal notice, or to report a security or infringement concern, contact KinetiX:

- Email: me@moazen.com
- Phone: +92-3034210007

By using the Service you acknowledge that you have read and understood these Terms and agree to be bound by them.