

GENIX GENIUS SOFTWARE

TERMS OF SERVICE (TOS)

GenisoftInc

Effective Date: October 3, 2024, | Last Updated: June 3, 2026

Please read these Terms of Service carefully before purchasing or using any Genisoft Inc. product or service. By placing an order, activating a license, or using any of our systems, you agree to be bound by these terms.

1. Definitions

In these Terms of Service, the following definitions apply:

"Company," "We," "Us," or "Our": Genix Genius Software, *trading as Genisoft Inc.*, registered in Ghana under Registration No. BN584200526, TIN: P006695679X.

"Client," "Licensee," or "You": The individual, business, or organization that purchases, licenses, or uses any Product or Service offered by the Company.

"Product": Any software system, web application, mobile application, plugin, or digital tool developed and offered by Genisoft Inc., including but not limited to GenisoftPOS, GenisoftCART, GenisoftDESK, Moodle LMS, School Management System, Fleet Systems, and Doc Repository.

"Service": Any professional or technical service provided by Genisoft Inc., including website design, mobile app development, graphic design, cloud solutions, IT support, and consultancy.

"License": The non-exclusive, non-transferable right granted to the Client to use a licensed Product.

"License Year": A 12-month period beginning from the date of Product activation or license renewal.

"Renewal Fee": The annual fee payable by the Client to continue using a licensed Product after the first License Year.

"Agreement": These Terms of Service, together with any specific product agreement, quotation, or invoice issued by the Company.

2. Scope of These Terms

These Terms of Service govern all products and services offered by Genisoft Inc. They apply to:

- i.* All licensed software products developed and maintained by Genisoft Inc.
- ii.* All professional services rendered by Genisoft Inc., including web design, mobile development, IT support, and consultancy
- iii.* All interactions via our websites, genisoftinc.com and any product-specific domains
- iv.* All quotations, invoices, and project agreements issued by Genisoft Inc.

Where a specific Product or Service has additional terms (e.g., a product-specific agreement or service-level agreement), those terms apply alongside and supplement these general Terms. In the event of conflict, the product-specific terms shall prevail.

The current portfolio of Genisoft Inc.'s products and services include, but is not limited to:

Product Name	Description	Type
GenisoftPOS	Point of Sale & Inventory Management System	Licensed Software
GenisoftCART	E-Commerce Platform	Licensed Software
GenisoftDESK	Helpdesk & Support Management System	Licensed Software
Moodle LMS	Learning Management System	Licensed Software
School Management	School Administration & Records System	Licensed Software
Fleet Systems	Fleet & Transport Management System	Licensed Software
Website Design	Custom Business Website Development	Service
Mobile Applications	Custom Android & iOS App Development	Service
WP Plugins	Custom WordPress Plugin Development	Service/Product
Doc Repository	Document Management System	Licensed Software
Cloud Solutions	Cloud Infrastructure & Hosting Services	Service
Graphic Design	Branding, Logo & Visual Design Services	Service
IT Support & Services	On-site & Remote IT Consultancy	Service
Other Products	Additional solutions offered by Genisoft Inc.	Various

3. License Grant (Software Products)

For all licensed software products, upon full payment of the applicable fee, the Company grants the Client a limited, non-exclusive, non-transferable, revocable license to use the Product solely for the Client's internal business operations.

3.1 Permitted Use

- i.* The Client is entitled to use the software product solely for its own internal business needs and strictly for the purpose for which the product was designed and intended. Use of the software to provide

services to third parties, to operate as a service bureau, or for any purpose beyond the Client's own operations is not permitted without the prior written consent of the Company.

- ii.* Use the software at the Client's registered business location(s)
- iii.* Allow authorized personnel to access the system under defined role-based permissions
- iv.* Generate, view, and export data created within the system

3.2 Prohibited Use

- i.* Create copies, duplicates, imitations, or derivative works of any Genisoft Inc. software product.
- ii.* Use or distribute tools, scripts, or methods that could threaten the security, functionality, or integrity of any Genisoft Inc. software or infrastructure.
- iii.* Tamper with, modify, or interfere with the functioning of the software in any way that is not related to the Client's own permitted configuration settings.
- iv.* Reselling, sublicense, lease, or transferring the software or license to any third party
- v.* Reverse engineer, decompile, disassemble, or attempt to extract source code
- vi.* Use the software to develop a competing product or service
- vii.* Remove, alter, or obscure any proprietary notices, branding, or copyright marks
- viii.* Share login credentials with unauthorized users or external businesses
- ix.* Use the software for any unlawful, fraudulent, or harmful purpose

4. Licensing Model and Fees

4.1 First-Year Package Fee

For licensed software products, the first-year fee is a comprehensive package that covers the license, installation, deployment, setup, training, and any applicable hosting or domain registration as specified in the product's pricing. Full payment is required before deployment and activation.

4.2 Annual License Renewal

From the second year onward, the Client pays an Annual License Renewal fee to continue using the software. The renewal fee covers:

- i.* Continued access to the software and all its features
- ii.* Software updates, bug fixes, and security patches
- iii.* Continued cloud hosting (where applicable)
- iv.* Standard technical support

4.3 Renewal Notice and Grace Period

The Company will notify the Client of the upcoming renewal at least 30 days before the renewal date. A 14-day grace period is provided after license expiry, during which access may be limited to read-only mode. Access will be fully suspended after the grace period if renewal is not completed.

4.4 Service-Based Pricing

For professional services (web design, mobile apps, graphic design, IT support, etc.), pricing is quoted on a per-project or retainer basis and communicated via a formal quotation or invoice before work commences.

5. Payment Terms

- i.* All fees are quoted and payable in Ghana Cedis (GHS) unless otherwise agreed in writing.
- ii.* The Company is registered for Value Added Tax (VAT). All fees quoted are exclusive of VAT unless expressly stated otherwise. VAT will be charged at the rate applicable at the time of the taxable transaction in accordance with Ghanaian tax regulations. Any invoice issued will reflect the applicable VAT amount separately.
- iii.* For software products, full payment of the first-year package fee is required before deployment or activation begins.
- iv.* For professional services, payment schedules will be specified in the project quotation (typically a deposit before commencement and balance on delivery).
- v.* Annual License Renewal fees are due on or before the renewal date.
- vi.* Accepted payment methods include cash, mobile money, and bank transfer.
- vii.* Overdue payments beyond the grace period may result in suspension of access or services without further notice.
- viii.* The Company reserves the right to charge interest on payments overdue by more than 30 days, at a rate to be notified to the Client.

6. Refund Policy

6.1 Software Products

A full refund will only be issued if:

- i.* The Company is unable to deploy or activate the system within 30 days of full payment, through no fault of the Client.
- ii.* A critical technical defect renders the software completely unusable and cannot be resolved within 14 business days of being reported.

6.2 Professional Services

For service-based engagements, refunds will only be considered if:

- i.* Work has not yet commenced and the Client cancels in writing within 48 hours of payment.
- ii.* The Company fails to deliver agreed milestones within the agreed timeline without valid cause.

6.3 Non-Refundable Items

- i.* Deployment, setup, installation, and training fees once services have been rendered
- ii.* Domain registration and hosting fees once activated
- iii.* Annual License Renewal fees once the renewal period has commenced
- iv.* Completed design, development, or consultancy work

6.4 Refund Process

All refund requests must be submitted in writing to the Company within 7 days of the qualifying event. Approved refunds will be processed within 14 business days.

7. Delivery and Project Timelines

Estimated timelines for deployment or project delivery will be communicated in the product agreement or project quotation. Timelines are estimates and may be affected by:

- i.* Delays in the Client providing required information, content, or approvals
- ii.* Third-party dependencies (domain registration, hosting setup, payment gateways)
- iii.* Force majeure events outside the Company's control

8. Updates and Maintenance

- i.* The Company will provide periodic software updates, security patches, and feature enhancements to active license holders at no additional cost.
- ii.* Scheduled maintenance will be communicated at least 24 hours in advance where possible.
- iii.* Emergency maintenance may occur without prior notice to address critical issues.
- iv.* The Company does not guarantee uninterrupted access during maintenance windows.
- v.* Major version upgrades that involve significant new features or architecture changes may be offered at an additional fee, communicated in advance.

9. Support Services

Standard support is included with all active licenses and covers:

- i.* Bug fixes and error resolution
- ii.* User guidance and feature assistance
- iii.* Remote troubleshooting via phone, WhatsApp, or email
- iv.* Support is available Monday to Saturday, 8:00 AM – 5:00 PM GMT. The Company will endeavor to respond within 1 business day.
- v.* On-site visits, custom development requests, after-hours emergency support, and dedicated account management may be available at additional cost.

10 Warranty and Defect Remediation

- i.* The Company warrants that its software products will function materially as described in the relevant product documentation during the active license period, provided that the Client has met all its obligations under these Terms. The Company's warranty applies only to the current version of the software in use; it does not extend to defects arising from earlier versions, unsupported configurations, or third-party integrations not managed by the Company.
- ii.* **Upon receiving a defect report from the Client, the Company will:**
 - a.* acknowledge receipt of the report without undue delay;
 - b.* take reasonable steps toward remedying the defect promptly; and
 - c.* remedy the defect within a reasonable period, taking into account the severity and complexity of the issue.
- iii.* The Client agrees to afford the Company a minimum of 14 business days to remedy any reported bug, error, or defect. The existence of a remediable defect shall not entitle the Client to terminate the agreement, withhold payment, or demand a price reduction, provided the Company is actively working toward a resolution.
- iv.* The Client is required to provide the Company with all reasonable assistance necessary to diagnose, and remedy any reported defect, including access to relevant system logs, screenshots, and user account details where requested.

10.1 The warranty shall not apply where:

- i.* the software has not been properly registered, activated, or kept up to date by the Client;
- ii.* the license has expired due to non-renewal;

- iii. the defect arises from the Client's failure to follow the Company's guidance or recommended operating procedures; or
- iv. the Client has breached any of its obligations under these Terms.

11. Client Responsibilities

The Client agrees to:

- i.* Provide accurate and complete information required for product setup and deployment
- ii.* Ensure all personnel using the software are adequately trained
- iii.* Maintain the security of login credentials and notify the Company immediately of any unauthorized access
- iv.* Keep contact and billing details up to date for renewal notifications
- v.* For On-Premises products: maintain appropriate hardware, backups, and security at the Client's own cost
- vi.* Comply with all applicable laws when using any Genisoft Inc. product or service

12. Intellectual Property

- i.* All software, code, designs, interfaces, logos, documentation, and other materials developed by Genisoft Inc. are the exclusive intellectual property of Genix Genius Software. Nothing in these Terms transfers any ownership rights to the Client. The Client is granted only the limited usage rights described in Section 3.
- ii.* The Client expressly acknowledges that all Genisoft Inc. software products are and shall remain the exclusive property of Genix Genius Software, and that such products are protected under Ghanaian copyright law and applicable international intellectual property conventions. The Client shall not take any action that is inconsistent with or that challenges the Company's ownership of or rights in the software.
- iii.* For custom development projects (websites, mobile apps, custom software), ownership of deliverables will be specified in the project agreement. Unless explicitly stated otherwise in writing, the Company retains all intellectual property rights.

13. Data Ownership

All business data entered into any Genisoft Inc. software product by the Client remains the sole property of the Client. The Company will not use, sell, or share the Client's business data for any purpose beyond delivering the agreed service. Upon termination, clients are provided with a data export window as specified in their product agreement.

14. Limitation of Liability

To the fullest extent permitted by applicable law:

- i.* The Company shall not be liable for any indirect, incidental, consequential, special, or punitive damage arising from the use of or inability to use any Product or Service.
- ii.* The Company's total aggregate liability to the Client shall not exceed the total fees paid by the Client in the 12 months preceding the claim.
- iii.* The Company is not liable for business losses, lost profits, or data loss resulting from the Client's failure to renew a license, maintain hardware, perform backups, or follow recommended operating procedures.
- iv.* The Company is not liable for disruptions caused by third-party services, internet outages, payment gateway failures, or force majeure events.
- v.* The Company is not liable for the loss of, or damage to, data that was not properly backed up by the Client. For On-Premises installations, data backup is entirely the Client's responsibility.
- vi.* The Company is not liable for the Client's lost profits, loss of goodwill, loss of turnover, or any special, indirect, economic, or consequential loss arising from the use of or inability to use any Genisoft Inc. product or service, even if the Company was previously advised of the possibility of such loss.

14.1 Client Right of Withdrawal Due to Extended Inoperability

The Client is entitled to terminate the relevant license agreement if Genisoft Inc. software product is rendered completely inoperable for a continuous period exceeding 30 days, where such inoperability is caused exclusively by the Company and not by factors outside the Company's reasonable control (including but not limited to Client hardware failure, internet outages, or third-party service disruptions). This right of withdrawal does not apply where the inoperability results wholly or in part from the Client's own actions or omissions.

15. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the business relationship, including pricing, system configurations, business processes, and client data. This obligation survives termination of any agreement.

16. Termination

16.1 Termination by the Company

The Company may terminate any license or service agreement immediately if:

- i.* The Client materially breaches any provision of these Terms and fails to remedy the breach within 14 days of written notice
- ii.* The Client provided false or materially misleading information when entering into any product or service agreement with the Company.
- iii.* The Client permitted an unauthorized third party to use the software without the prior written consent of the Company.
- iv.* The Client uses or distributes tools that could threaten the security, functionality, or integrity of any Genisoft Inc. software product.
- v.* The Client becomes insolvent, enters into administration, receivership, bankruptcy proceedings, or any similar process under applicable Ghanaian law.
- vi.* The Client fails to pay renewal fees within the grace period
- vii.* The Client engages in fraudulent, abusive, or illegal use of any Product or Service

16.2 Termination by the Client

The Client may terminate a license or service engagement by providing written notice to the Company. No refund will be issued for the unused portion of any prepaid license period or service retainer, unless otherwise specified in a product agreement.

16.3 Effect of Termination

Upon termination, the Client's access to the relevant system will be revoked. The Client must cease all use of the licensed software. Data export rights as defined in the relevant product agreement will apply for a limited period post-termination.

17. Governing Law and Dispute Resolution

These Terms of Service are governed by and construed in accordance with the laws of the Republic of Ghana. Any disputes shall first be addressed through good-faith negotiation. If unresolved within 30 days, disputes shall be referred to mediation or arbitration in Ghana before any legal proceedings are commenced.

17. Assignment and Transfer of Rights

- i.* The Company may assign, transfer, or novate any of its rights or obligations under these Terms, or any product or service agreement, to a third party without requiring the Client's further consent. The Client hereby provides

its prior consent to any such assignment by the Company, subject to the assignee assuming all obligations of the Company under the relevant agreement.

- ii.* The Client may not assign, transfer, sell, lease, rent, charge, or otherwise deal in any of its rights or obligations under these Terms or any product or service agreement without the prior written consent of the Company. Any purported assignment by the Client without such consent shall be null and void.

18. Amendments to These Terms

- i.* The Company reserves the right to amend these Terms and Conditions at any time. Clients will be notified of any amendment or supplementation at least 30 days before the effective date, via the Company website, the client's account interface, and/or by email (where an email address was provided).
- ii.* The Client has the right to refuse any such amendment and, on that basis, terminate the relevant license or service agreement in writing before the effective date of the change. If the Client does not exercise this right before the effective date, continued use of the product or service shall be deemed acceptance of the revised Terms.
- iii.* Amendments to these Terms shall not result in a unilateral increase to the price of any license during the current agreed license period. Any pricing adjustment shall take effect only at the start of the next renewal period.

19. Contact Information

For questions, legal notices, or concerns regarding these Terms:

Company: Genix Genius Software (*trading as Genisoft Inc.*)

Registration No.: BN584200526 | TIN: P006695679X

Website: <https://genisoftinc.com>

Phone / WhatsApp: +233 247 577 332

Email : info@genisoftinc.com | dansoetorclement@gmail.com

Address: Akosombo High Street, Asuogyaman District, Eastern Region, Ghana