

Service Terms

Vorynix Systems

Effective date: 12 July 2026

Last updated: 12 July 2026

Version: 1.0

These Service Terms govern commercial engagements with Vorynix Systems. They are separate from the Website Terms of Use, which apply to visitors using the public website.

These terms should be read together with the applicable quotation, proposal, statement of work, project agreement and any service-level or maintenance agreement. Project-specific documents take precedence where they expressly differ from these general terms.

1. About Vorynix Systems

Vorynix Systems is the software and systems-development division of:

Registered entity: AgriX Systems (Pty) Ltd

Registration number: 2026 / 244372 / 07

Country of registration: Republic of South Africa

Trading division: Vorynix Systems

Website: <https://vorynixsystems.co.za>

Project enquiries: projects@vorynixsystems.co.za

In these terms:

“Vorynix,” “we,” “us” or “our” refers to the registered entity operating through Vorynix Systems.

“Client,” “you” or “your” refers to the person or organisation purchasing or requesting services.

“Project” means the services, work and deliverables described in the applicable project documents.

“Project documents” include quotations, proposals, statements of work, specifications, project agreements and accepted change requests.

“Deliverables” means the software, designs, documentation, configurations or other outputs expressly identified for delivery.

“Third-party services” include hosting, cloud platforms, APIs, payment services, licences, domains, app stores and other external technology providers.

2. Application of these terms

These Service Terms apply to services including:

website design and development;

mobile application development;

web applications and business platforms;
backend and API development;
cloud infrastructure and deployment;
artificial-intelligence integration and automation;
connected, embedded and IoT systems;
technical consultation;
maintenance and support;
prototypes and minimum viable products;
system integration and modernisation.

They apply unless an authorised representative of Vorynix agrees otherwise in writing.

3. Order of precedence

If there is a conflict between documents, the following order generally applies:

Signed project or service agreement

Accepted change request

Accepted statement of work or quotation

Project proposal or specification

These Service Terms

Website Terms of Use

A later signed document may amend an earlier document where the change is clearly stated.

4. Project formation and acceptance

A request, discussion, consultation or website enquiry does not automatically create a service agreement.

A project becomes binding only when Vorynix confirms the engagement in writing and the required commencement conditions have been satisfied.

These conditions may include:

acceptance of a quotation or proposal;
signature of a project agreement;
approval of the scope;
payment of the required deposit;
provision of required information, content and access;
completion of identity, procurement or onboarding requirements.

Vorynix may decline a proposed project before written acceptance without being required to perform the requested work.

Electronic acceptance, including approval by email, electronic signature or another

agreed electronic process, may be recognised to the extent permitted by applicable law and the relevant project documents. ECTA provides the legal framework for electronic communications and transactions in South Africa.

5. Scope of services

The agreed scope defines:

the services to be performed;
platforms and devices supported;
features and functionality included;
deliverables;
integrations;
milestones;
assumptions;
exclusions;
client responsibilities;
estimated timelines;
acceptance criteria;
pricing and payment structure.

Only work expressly included in the approved scope is included in the agreed price.

Discussions, demonstrations, examples, mock-ups and preliminary suggestions do not expand the scope unless they are incorporated into an approved project document.

6. Project delivery models

A project may be delivered using one or more of the following models.

6.1 Fixed-scope project

A defined set of deliverables is completed for an agreed price and estimated schedule.

6.2 Phased development

The project is divided into approved phases or milestones, each of which may have separate deliverables, pricing and acceptance requirements.

6.3 Prototype or MVP

Development focuses on validating selected essential functions. A prototype or MVP is not automatically a production-ready, fully scaled or feature-complete product.

6.4 Ongoing development

Services are delivered through approved work cycles, retained capacity, time-based billing or recurring development arrangements.

6.5 Maintenance and support

Post-launch services are provided under a separate support arrangement or where expressly included in the project scope.

7. Estimates and project assumptions

Quotations and timelines are based on the information available when they are prepared.

An estimate may change where:

requirements are incomplete or inaccurate;

scope changes are requested;

technical assumptions prove incorrect;

third-party systems create additional requirements;

the client delays feedback, approvals or access;

legal or regulatory requirements change;

previously unknown technical limitations are discovered.

Vorynix will communicate material changes and, where appropriate, issue a revised quotation or change request before additional work begins.

8. Quotations and pricing

Unless otherwise stated:

prices are quoted in South African rand;

quotations are valid for the period stated in the quotation;

prices apply only to the specified scope;

third-party costs are excluded unless expressly included;

recurring services may be priced separately;

work outside scope is charged separately.

If the contracting entity is not registered for VAT, quotations should state that VAT is not charged. If the entity later becomes VAT registered, applicable taxes may be added as required by law.

Pricing may be based on:

fixed project fees;

milestones;

time and materials;

monthly retainers;

support packages;

usage or infrastructure costs;

separately approved change requests.

9. Deposits and commencement

A deposit may be required before Vorynix:

reserves development capacity;

begins discovery or design;

purchases third-party services;

configures project infrastructure;
commences development.

Work normally begins only after:

the required deposit has cleared;
the project documents have been accepted;
required content and access have been received.

The commencement date may be adjusted if these conditions are delayed.

10. Payment structure

Payments may be linked to:

commencement;
discovery or architecture approval;
design approval;
development milestones;
testing or acceptance;
pre-deployment completion;
final handover;
recurring support or infrastructure.

The applicable quotation will identify:

invoice amounts;
due dates;
milestone conditions;
accepted payment methods;
recurring charges;
any separately payable third-party costs.

Payment is only considered complete once cleared funds are received.

11. Late or overdue payments

Where an invoice becomes overdue, Vorynix may provide written notice and may:

pause work;
postpone deployment;
withhold handover items;
suspend support;
restrict access to systems controlled by Vorynix;
revise the delivery schedule;
decline further work.

Suspension does not remove the client's obligation to pay for work already completed or costs already incurred.

Vorynix will not unlawfully restrict access to client-owned data or property. Any

suspension must be applied consistently with the applicable agreement and law.
Interest or collection costs will only apply where clearly stated in the project documents and legally enforceable.

12. Deposits, cancellation and refunds

Deposits may be used to cover:

reserved development capacity;
discovery and planning work;
design or architecture work;
administrative setup;
third-party purchases;
work already performed.

A deposit is not automatically refundable merely because the client later decides not to continue.

If a project is cancelled, Vorynix will calculate:

work completed;
committed development capacity where expressly agreed;
non-cancellable third-party costs;
approved expenses;
amounts already paid;
any remaining amount lawfully refundable or payable.

Any statutory cancellation, cooling-off or refund rights that cannot legally be excluded remain unaffected.

Vorynix will not retain amounts that it is not lawfully or contractually entitled to retain.

13. Client responsibilities

The client must:

provide accurate and complete requirements;
appoint an authorised decision-maker;
provide content, branding and documentation;
provide necessary credentials, access and technical information;
review work within agreed periods;
approve or reject milestones clearly;
confirm legal and regulatory requirements applicable to its operations;
ensure submitted material is lawful;
make payments according to the agreed schedule;
cooperate reasonably with testing and deployment.

The client must promptly notify Vorynix of errors, changes or information that may

materially affect the project.

14. Client delays

Delivery estimates depend on timely client cooperation.

Where the client delays:

content;

instructions;

system access;

approvals;

testing;

feedback;

meetings;

payments,

Vorynix may:

move the project to a later development slot;

revise milestones;

extend the estimated completion date;

charge reasonable restart or reallocation costs where agreed;

place the project on hold.

A project placed on hold for an extended period may require re-scoping before work resumes.

15. Content and client materials

The client is responsible for material it provides, including:

text;

photographs;

videos;

logos;

trademarks;

datasets;

software;

credentials;

business information;

third-party documentation.

The client confirms that it has the necessary rights and authority to provide and use such material.

Vorynix is not required to verify ownership of every client-supplied item.

If a third party alleges that client-supplied material infringes its rights, the client must cooperate in resolving the issue and may be responsible for resulting

costs or claims to the extent caused by that material.

16. Changes to scope

A request is a scope change where it materially changes:

functionality;

deliverables;

integrations;

user roles;

supported platforms;

design direction after approval;

technical architecture;

data requirements;

security or compliance requirements;

delivery dates;

revision limits.

The change-control process is:

The client requests the change.

Vorynix assesses its technical and commercial effect.

Vorynix confirms any additional cost, assumptions and timeline impact.

The client approves the change in writing.

The change is scheduled and implemented.

Vorynix is not required to begin out-of-scope work before written approval.

17. Revisions

The number and type of included revisions will be stated in the project documents.

A revision means a reasonable adjustment to work already produced within the approved

scope. It does not include:

replacement of the original concept;

substantial restructuring;

new features;

new pages or platforms;

additional integrations;

changes to previously approved requirements;

repeated changes caused by conflicting client instructions.

Additional revision cycles may be quoted separately.

18. Design and milestone approval

Where approval is required, the client must review the relevant deliverable and

provide:

approval;

consolidated revision instructions; or
a clear explanation of non-compliance with the agreed scope.

Approval may be provided through:

email;
a project platform;
signed documentation;
another agreed communication channel.

Once approved, later changes may be treated as scope changes.

19. Development and staging environments

Vorynix may use development, testing or staging environments during delivery.

These environments:

may contain incomplete functionality;
may be unavailable without notice;
may use temporary data;
may not meet production performance standards;
must not be treated as production systems unless expressly confirmed.

The client must not provide staging credentials to unauthorised persons.

20. Testing

Vorynix will conduct testing reasonably appropriate to the scope, which may include:

functionality;
user workflows;
responsive behaviour;
authentication;
permissions;
validation;
integration behaviour;
performance;
error handling;
compatibility;
security configuration.

Testing does not guarantee that software will be entirely free from defects or future incompatibilities.

Specialised penetration testing, certification, regulatory validation, load testing or accessibility audits are only included where expressly stated.

21. Client acceptance testing

The client must test the deliverables against the agreed requirements during the acceptance period stated in the project documents.

If no period is stated, the default review period is seven business days after delivery of the relevant milestone or release candidate.

The client must report:

reproducible defects;
the affected feature;
expected behaviour;
actual behaviour;
relevant screenshots or evidence.

Requests for new functionality are not defects and will be managed through change control.

22. Acceptance

A deliverable may be considered accepted when:

the client confirms acceptance;
the acceptance period expires without a material defect report;
the client deploys or commercially uses the deliverable;
the client instructs Vorynix to proceed to the next dependent stage;
reported material defects have been corrected.

Minor defects that do not materially prevent intended use do not necessarily prevent acceptance, provided they are recorded for correction.

23. Deployment

Deployment may depend on:

acceptance;
settlement of due invoices;
production credentials;
domain or DNS access;
app-store accounts;
third-party approval;
infrastructure readiness;
client authorisation.

Vorynix is not responsible for delays caused by:

app-store reviews;
domain propagation;
third-party verification;
payment-provider onboarding;
external API approval;
cloud-provider outages;
client-controlled infrastructure.

Deployment does not automatically include ongoing hosting, monitoring, maintenance or support.

24. Handover

Handover items may include, where stated:

deployed software;
administrative access;
source-code repository access;
credentials;
technical documentation;
user guidance;
training;
configuration records;
build files.

The exact handover package depends on the approved scope.

Source-code handover is only included where expressly stated.

Credentials should be transferred securely and changed by the client after handover where appropriate.

25. Intellectual property: client materials

The client retains ownership of its pre-existing material, trademarks, data and business content.

The client grants Vorynix a limited licence to use that material only as reasonably **necessary to:**

deliver the project;
test and deploy the system;
provide support;
meet legal obligations.

26. Intellectual property: Vorynix materials

Vorynix retains ownership of its pre-existing:

software libraries;
frameworks;
templates;
tools;
development methods;
architecture patterns;
reusable components;
generic code;
documentation structures;

technical know-how.

Using these materials in a client project does not transfer their ownership.

Where necessary, the client will receive an appropriate licence to use embedded Vorynix materials as part of the delivered system.

27. Intellectual property: custom deliverables

Subject to full payment and the applicable project documents, rights in custom deliverables will be:

transferred to the client;

licensed to the client; or

divided between the parties,

as specified in the project agreement or quotation.

No intellectual-property transfer occurs before all amounts relating to the affected deliverables have been paid, unless expressly agreed otherwise.

The project documents should specify whether the client receives:

ownership;

an exclusive licence;

a non-exclusive licence;

source-code access;

deployment rights;

modification rights.

28. Open-source and third-party components

Projects may use open-source software, APIs, libraries, platforms and third-party services.

Such components remain subject to their respective:

licences;

pricing;

service terms;

usage limits;

availability;

security practices.

Vorynix cannot transfer ownership of third-party technology.

The client must comply with licences and third-party terms that apply to the delivered system.

29. Domains, hosting and third-party accounts

Unless otherwise agreed:

domains should be registered in the client's name;

production cloud and platform accounts should ultimately be controlled by the client;

third-party subscriptions are payable by the client;
recurring costs remain the client's responsibility;
Vorynix may assist with setup but does not control provider decisions.
Where Vorynix temporarily manages an account on the client's behalf, the project documents should define:
ownership;
billing;
administrative access;
transfer arrangements;
termination procedures.

30. Artificial-intelligence services

Where a project uses artificial-intelligence services:
outputs may not always be accurate or complete;
model behaviour may change;
third-party usage costs may apply;
human review may remain necessary;
sensitive or regulated decisions may require additional controls.
The client remains responsible for determining whether AI-generated outputs are suitable for its operational, legal or regulatory context.
Vorynix will not represent an AI system as infallible or suitable for high-risk decisions without appropriate assessment and controls.

31. Connected and hardware systems

Connected-system projects may depend on:

sensors;
networking;
power;
environmental conditions;
device firmware;
third-party hardware;
field installation;
physical safety controls.

Prototype behaviour may differ from production performance.
The client must not use a prototype in a safety-critical or regulated environment unless it has been appropriately tested, approved and documented for that use.

32. Personal information and data protection

Each party must process personal information lawfully and implement reasonable safeguards.

The client is responsible for:

identifying the lawful purpose for data collection;
providing required notices;
obtaining necessary consent where applicable;
ensuring its instructions are lawful;
determining appropriate retention and access rules.

Where Vorynix processes personal information solely on the client's instructions, the parties may need a separate responsible-party-to-operator agreement.

POPIA requires a responsible party to regulate an operator's processing and security obligations through a written contract.

Vorynix may refuse instructions that appear unlawful or create an unreasonable privacy or security risk.

33. Confidentiality

Each party must protect confidential information received from the other party.

Confidential information may include:

source code;
credentials;
business plans;
technical architecture;
pricing;
customer information;
data;
security information;
unpublished products;
commercial strategies.

Confidentiality does not apply to information that:

is already public without breach;
was lawfully known before disclosure;
is independently developed;
is received lawfully from another source;
must be disclosed by law.

Where necessary, the parties may sign a separate non-disclosure agreement.

34. Portfolio and publicity

Vorynix may only display project information, screenshots, client branding or case studies:

where permitted by the project agreement;
with appropriate client approval;

where the material is already lawfully public; or
after confidential information has been removed or anonymised.
The parties may agree that a project remains confidential or is excluded from
Vorynix's public portfolio.

35. Security

Vorynix will implement security measures reasonably appropriate to the project scope.

Security measures may include:

access controls;
authentication;
secure configuration;
encrypted connections;
input validation;
restricted administrative access;
monitoring and backups.

No digital system can be guaranteed to be completely secure.

The client must also protect:

credentials;
devices;
staff access;
administrative accounts;
third-party integrations.

A security incident must be reported promptly through the agreed contact channel.

36. Backups and recovery

Backups are only included where expressly stated.

Where backup services are included, the project documents should define:

frequency;
retention;
storage;
restoration procedure;
client responsibilities;
recovery expectations.

Clients should maintain independent copies of critical content, credentials and
business data.

37. Defect-correction period

Unless the project documents state otherwise, Vorynix will correct reproducible
defects reported within 30 calendar days after final acceptance or production
deployment.

This applies only where the system does not materially conform to the approved scope.

It does not include:

new features;
changed requirements;
client modifications;
third-party changes;
expired licences;
unsupported devices;
misuse;
infrastructure failures outside Vorynix's control.

After the defect-correction period, work may be handled under a support agreement or separately quoted.

38. Maintenance and support

Maintenance is not automatically included after deployment.

A support agreement may cover:

bug resolution;
content updates;
monitoring;
backups;
security updates;
infrastructure maintenance;
platform upgrades;
technical consultation;
feature development.

Response and resolution times apply only where expressly stated in a support plan or service-level agreement.

A response time does not necessarily mean the issue will be resolved within that period.

39. Third-party interruptions

Vorynix is not responsible for interruptions caused by third-party systems outside its

reasonable control, including:

cloud providers;
internet providers;
payment processors;
app stores;
domain registries;
external APIs;

messaging services;
identity-verification providers.

Vorynix will provide reasonable assistance where such assistance is included or separately approved.

40. Warranties

Vorynix warrants that it will perform services with reasonable care and skill consistent with the agreed scope.

Except where required by law or expressly stated:

no guarantee is made that every system will be uninterrupted;

no guarantee is made that all defects can be prevented;

no particular commercial result is promised;

no third-party service is warranted by Vorynix;

estimates are not guarantees.

Nothing in these terms excludes a warranty or remedy that cannot lawfully be excluded.

41. Limitation of liability

To the extent permitted by law, neither party will be liable for indirect or consequential loss arising from the project, such as loss of opportunity, anticipated profit or goodwill, unless such exclusion is prohibited by law.

Subject to applicable law and any project-specific agreement, Vorynix's aggregate liability relating to a project should not exceed the fees paid for the affected project or service during the period stated in the project agreement.

This limitation does not apply where liability cannot lawfully be limited, including

where loss results from:

fraud;

wilful misconduct;

gross negligence where legally applicable;

unlawful processing of personal information;

another non-excludable legal obligation.

42. Client indemnity

To the extent legally enforceable, the client will be responsible for third-party

claims caused by:

unlawful client instructions;

client-provided infringing material;

misuse of the deliverables;

unauthorised modification;

the client's breach of applicable law;

the client's failure to obtain required permissions.

This does not apply to the extent that the claim was caused by Vorynix's own breach or unlawful conduct.

43. Suspension for security or legal risk

Vorynix may suspend affected services where reasonably necessary to:

protect systems or data;
investigate suspected abuse;
comply with law;
prevent material harm;
address unauthorised access;
manage an overdue account.

Where practical, Vorynix will notify the client and explain the reason for suspension.

44. Termination by the client

The client may terminate a project by giving written notice in accordance with the project agreement.

On termination, the client must pay for:

completed work;
work in progress;
approved expenses;
non-cancellable third-party costs;
other amounts lawfully due.

Any unused prepaid amount will be handled according to the project agreement and applicable law.

45. Termination by Vorynix

Vorynix may terminate or suspend a project where the client:

materially breaches the agreement;
fails to pay after notice;
provides unlawful instructions;
creates an unacceptable security risk;
repeatedly fails to cooperate;
becomes insolvent or unable to perform;
acts abusively or fraudulently.

Where the breach can reasonably be corrected, Vorynix may provide a period for remedy before termination.

46. Consequences of termination

After termination:

outstanding invoices become payable;

work stops;
access may be withdrawn where lawful;
each party must return or protect confidential information;
handover depends on payment and the project agreement;
licences may terminate or continue according to their terms;
provisions intended to survive termination remain effective.
These may include confidentiality, intellectual property, payment, liability, privacy and dispute provisions.

47. Force majeure

Neither party is liable for delay caused by circumstances beyond its reasonable control, including:

major infrastructure failures;
natural disasters;
widespread network outages;
government action;
civil unrest;
labour disruptions;
third-party platform failure;
events affecting essential suppliers.

The affected party must notify the other party and take reasonable steps to reduce the effect.

If the disruption continues for an extended period, either party may request revised delivery arrangements or termination in accordance with the project agreement.

48. Complaints and disputes

A complaint should first be sent to:

projects@vorynixsystems.co.za

The parties should attempt to resolve disputes through:

Written notice describing the dispute

Good-faith negotiation

Mediation or another agreed process where appropriate

A competent court or legally applicable tribunal

Nothing prevents a consumer from approaching a regulator, ombud, tribunal or court where legally entitled.

49. Governing law

These Service Terms are governed by the laws of the Republic of South Africa.

Any legal proceedings will be brought before a competent South African court, subject to any statutory forum available to the client.

50. Notices

Formal notices must be sent to the contact details in the project agreement.

A notice sent by email is considered received when:

delivery is confirmed;

the recipient acknowledges it; or

it is otherwise shown to have reached the recipient's designated system,

subject to applicable law and the project documents.

The parties must keep their contact information current.

51. Assignment and subcontracting

The client may not transfer the agreement to another party without written consent, which will not be unreasonably withheld.

Vorynix may use employees, contractors or specialist service providers to deliver parts of a project, provided that Vorynix remains responsible for managing its contractual obligations.

Where subcontractors process personal information, appropriate contractual and security controls must be applied.

52. Entire agreement

The project documents and these Service Terms constitute the agreement relating to the relevant services.

They replace prior discussions or representations concerning the same scope, except where expressly incorporated.

53. Variation

A change to the project agreement must be:

recorded in writing;

approved by authorised representatives;

sufficiently clear to identify the change.

Informal discussions do not amend the agreement unless later confirmed through the agreed change process.

54. Severability

If a provision is invalid or unenforceable, it will be limited or removed only to the extent necessary.

The remaining provisions will continue to apply where legally permissible.

55. No waiver

Failure to enforce a term immediately does not waive the right to enforce it later.

A waiver applies only where clearly given in writing.

56. Contact details

Vorynix Systems

A technology division of AgriX Systems (Pty) Ltd

Project enquiries: projects@vorynixsystems.co.za

Founder contact information : nduvho@vorynixsystems.co.za

Privacy enquiries: privacy@vorynixsystems.co.za

Information Officer and PAIA contact: informationofficer@vorynixsystems.co.za

Website administration: projects@vorynixsystems.co.za

Website: <https://vorynixsystems.co.za>

Registration number: 2026 / 244372 / 07

Telephone: +27 69 751 8804