

Service Agreement – Star Pack

This Service Agreement (“Agreement”) is between: Service Provider:

Orion Dev Core – Automated Business Solutions (“Service Provider”), 26 Vasco Da Gama, Amanzimtoti, 4126, South Africa.

Client:

The business or individual that signs the quotation or accepts these terms (“Client”).

1. **Parties**

* **Service Provider:** Orion Dev Core – Automated Business Solutions (“Service Provider”), located at 26 Vasco Da Gama, Amanzimtoti, 4126, South Africa.

* **Client:** The business or individual that signs the quotation or accepts these terms (“Client”).

2. **Services (Star Pack)**

The Service Provider agrees to provide the following services (“Services”) for the Star Pack:

- * Design and deployment of a branded, mobile-friendly landing page for the Client, hosted online.

- * Configuration of an online order/booking form linked to Google Apps Script and Google Sheets for data capture and basic reporting.

- * Automation of confirmation emails and notifications using the Client’s Gmail account, including appointment or order confirmations.

- * Automation of calendar entries using the Client’s Google Calendar for bookings and reminders.

- * Generation of secure Yoco payment links for the Client’s customers, based on order or booking data captured through the form.

- * Ongoing basic maintenance and minor content updates to the landing page and automations during office hours (Monday–Friday, 09:00–17:00 SAST).

- * *The Client acknowledges that payment processing is carried out by Yoco and related financial institutions, and not by the Service Provider.*

3. **Fees and Payment**

- * **Setup Fee:** A once-off fee of R1,290 payable upon acceptance of this Agreement and before go-live.

- * **Monthly Management Fee:** A recurring fee of R499 per month for the continued hosting configuration, monitoring, and support of the Services.

- * Fees are payable in advance each month.

- * Late payments may result in temporary suspension of Services until fees are brought up to date.

4. **Term and Termination**

* This Agreement starts on the date the Client accepts these terms and continues on a month-to-month basis.

* Either party may terminate with 30 days' written notice (email is acceptable).

* On termination, the Service Provider will provide the Client with a copy of their Google Sheet data on request and will remove or disable the landing page and automations.

5. **Client Responsibilities**

The Client agrees to:

* Provide accurate business information, branding, and content for the landing page and communications.

* Maintain active Google and Yoco accounts and comply with their own terms and conditions.

* Remain solely responsible for compliance with FICA, POPIA, and any industry-specific regulations relating to their business, including KYC on their customers and record-keeping of legal or financial matters.

* Ensure that customers are informed about the use of their personal information and payment details.

6. **Data Protection and Privacy (POPIA)**

* The Service Provider acts as an "operator" processing personal information on behalf of the Client, who is the "responsible party" in terms of POPIA.

* The Service Provider will only process personal information (names, contact details, addresses, order details, and signatures) for the purposes of providing the Services and in accordance with the Client's written instructions.

* The Service Provider will take reasonable technical and organisational measures to protect personal information, including access control on Google accounts, use of reputable cloud services, and avoiding unnecessary sharing of raw data.

* The Service Provider may store and process data using third-party platforms such as Google Workspace (Gmail, Calendar, Apps Script, Sheets) and Yoco, which have their own security and privacy measures and terms of service.

* If the Service Provider becomes aware of a suspected data breach involving Client data, the Service Provider will notify the Client as soon as reasonably possible and cooperate with the Client's investigation and required notifications.

7. **Intellectual Property**

* The Service Provider retains ownership of all generic code, scripts, templates, and tools used to provide the Services.

* The Client owns their branding, logo, content, and data captured through the system.

* The Service Provider grants the Client a non-exclusive licence to use the Star Pack implementation for as long as this Agreement is in force and all fees are paid.

8. **Limitation of Liability**

- * The Services are provided "as is" and the Service Provider does not guarantee uninterrupted or error-free operation.
- * To the maximum extent allowed by law, the Service Provider's total liability under this Agreement is limited to the total fees paid by the Client in the 3 months preceding any claim.
- * The Service Provider is not liable for:
 - * Failures or downtime of third-party services (Google, Yoco, internet providers);
 - * Losses arising from the Client's non-compliance with FICA, POPIA, or other legal obligations;
 - * Indirect, consequential, or special damages, including loss of profits.

9. **General**

- * Any changes to this Agreement must be recorded in writing (including email).
- * This Agreement is governed by the laws of the Republic of South Africa.
- * If any provision is found invalid, the rest of the Agreement remains in force.

Client Acceptance:

"I, the undersigned, confirm that I am authorised to bind the Client and that the Client accepts the Orion Dev Core – Automated Business Solutions Service Agreement (Star Pack)."