

KilanFlux Terms of Service

Welcome to KilanFlux! These Terms of Service (“Terms”) govern your access to and use of our website, applications, and services (collectively, the “Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, please do not use our Services.

1. Acceptance of Terms

We provide our Services subject to these Terms. When you use or access our Services, you accept and agree to be bound by these Terms and our [Privacy Policy](#), incorporated herein by reference.

2. Eligibility

- **Age Requirement.** You must be at least 18 years old (or the age of majority in your jurisdiction) to use our Services.
 - **Authority.** By using our Services, you represent that you have the right, authority, and capacity to enter into these Terms and to abide by all of the provisions herein.
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3. Account Registration

1. **Creating an Account.** To access certain features, you must register for an account. You agree to provide accurate, current, and complete information.
 2. **Account Security.** You are responsible for safeguarding your password and any credentials. You agree to notify us immediately of any unauthorized use of your account.
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4. License Grant & Restrictions

1. **License.** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business purposes.
 2. **Restrictions.** You may not:
 - Copy, modify, or create derivative works of the Services;
 - Reverse engineer or attempt to extract the source code of any component;
 - Use the Services to transmit unlawful, infringing, or harmful content;
 - Interfere with or disrupt the integrity or performance of the Services.
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5. User Content

- **Ownership.** You retain all rights in the content you submit, post, or display (“User Content”).
 - **License to Us.** By providing User Content, you grant us a worldwide, royalty-free, transferable license to use, host, distribute, modify, and display that content in connection with operating and improving the Services.
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6. Fees & Payment

- **Payment Terms.** If you purchase paid features, you agree to the applicable fees and billing terms. All fees are non-refundable except as required by law or expressly stated.
 - **Taxes.** You are responsible for any taxes associated with your purchase.
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7. Termination

- **By You.** You may terminate your account at any time via your account settings or by contacting us.
 - **By Us.** We may suspend or terminate your account or access to the Services at our discretion, with or without notice, for any violation of these Terms or any unlawful or harmful activity.
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8. Disclaimers

- **“AS-IS” Basis.** We provide the Services “as is” and “as available,” without warranties of any kind, whether express or implied.
 - **No Guarantee.** We do not warrant that the Services will be uninterrupted, error-free, or fully secure.
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9. Limitation of Liability

To the fullest extent permitted by law, in no event will we, our officers, directors, employees, or agents be liable for:

- Any indirect, incidental, special, or consequential damages arising out of your use of or inability to use the Services;
 - Any loss of data, revenue, or profits, even if we have been advised of the possibility of such damages.
- Our total aggregate liability for all claims arising under these Terms will not exceed the fees you paid us in the 12 months preceding the claim.
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10. Indemnification

You agree to defend, indemnify, and hold us harmless from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of your violation of these Terms or your misuse of the Services.

11. Governing Law & Dispute Resolution

- **Governing Law.** These Terms and any disputes arising under them will be governed by the laws of Kenya, without regard to conflict-of-law principles.
 - **Arbitration.** Any dispute not resolved informally will be submitted to binding arbitration in Nairobi, Kenya, under the rules of the Nairobi Centre for International Arbitration.
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12. Changes to These Terms

We may modify these Terms at any time. When we do, we will update the “Effective Date” above and post the revised Terms on our site. Your continued use of the Services after those changes become effective constitutes your acceptance of the new Terms.

13. Contact Us

If you have questions or concerns about these Terms, please contact us at:

- **Email:** legal@kilanflux.com
- **Address:** KilanFlux Tech., Nairobi, Kenya

Thank you for choosing KilanFlux. We look forward to serving you!