



TERMS OF SERVICE

Last Updated: 15th May 2025

These Terms of Service ("Terms") govern your use of any products, software and services provided by Skyetek (Pty) Ltd including the Skye platform. By accessing or using our services, you agree to be bound by these Terms.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity.

1. Services

Skyetek provides cloud-based business management software, including CRM, HR, Compliance, Competency Tracking, and related services, available through our web-based platform and add-ons (collectively, the "Services").

2. Account Registration

To access our Services, you must sign up for a system. You agree to provide accurate and complete information and to keep your account credentials secure. You are responsible for all activity that occurs under your account.

3. Subscription & Fees

Access to our Services requires a subscription and payment of applicable fees. All fees are billed as agreed upon in your service agreement or invoice and are non-refundable unless stated otherwise. Skyetek reserves the right to adjust pricing with reasonable notice.

4. Use Restrictions

You agree not to:

- Use the Services for unlawful purposes;
- Attempt to reverse engineer, decompile, or disassemble the software;
- Interfere with or disrupt the Services or servers;
- Misuse data or violate the privacy rights of individuals.

Skyetek reserves the right to suspend or terminate accounts that violate these rules.

5. Data & Privacy

You retain ownership of your data. By using the Services, you grant Skyetek a limited license to use your data solely to provide and improve our Services.

We will handle your data in accordance with our [Privacy Policy](#). We comply with applicable data protection laws, including POPIA (South Africa) and other jurisdictional requirements where relevant.

6. Confidentiality

Each party agrees to keep confidential any proprietary or non-public information disclosed during the term of this agreement. This obligation survives termination.

7. Availability & Support

Skyetek will use reasonable efforts to maintain uptime and availability of the Services but makes no guarantees of uninterrupted service. Support is provided during business hours 08:00 – 16:30 Monday - Friday via support channels such as the support@skyetek.co.za email and the Skyetek landline 041 001 0957.

8. Modifications

Skyetek may update these Terms or the features of the Services from time to time. We will notify users of material changes. Continued use after such updates constitutes acceptance of the modified Terms.

9. Termination

You may terminate your subscription by providing written notice as per your signed agreement. Skyetek may suspend or terminate Services for breach of these Terms or non-payment. Upon termination, your access will be revoked and your data will be retained or deleted per our data retention policy.

10. Limitation of Liability

To the maximum extent permitted by law, Skyetek will not be liable for any indirect, incidental, special, or consequential damages. Our total liability shall not exceed the fees paid in the past 12 months.

11. Indemnification

You agree to indemnify and hold harmless Skyetek from any claims, losses, damages, liabilities, or costs arising out of your use of the Services or violation of these Terms.

12. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Any disputes arising will be subject to the exclusive jurisdiction of the courts of South Africa.

13. Contact

For questions or support, contact:



info@skyetek.co.za



www.skyetek.co.za