Terms & Conditions

Smart PJ Tech Palace · Version 1.0 · Last updated 12 Jun 2026

Dear Sir/Madam,

These Terms & Conditions ("Terms") govern the relationship between Smart PJ Tech Palace (the "Company") and its clients (the "Client"). Please read them carefully before proceeding.

1. Project Scope and Invoice Issuance

Prior to the issuance of any invoice, the Client must provide a complete and detailed specification of all required features, functionalities, and deliverables for the proposed project. Upon receipt and review of these specifications, the Company will issue a formal invoice outlining the scope of work, associated costs, and project timeline. No work shall commence until the invoice has been issued and accepted by the Client.

2. Invoice Validity and Acceptance

All invoices issued by the Company are valid for a period of thirty (30) calendar days from the date of issuance (the "Invoice Date"). Before making payment, the Client must carefully review all details contained within the invoice, including but not limited to: itemized charges, project scope, deliverables, and applicable taxes. Additionally, the Client must read and accept these Terms & Conditions in full. Payment of the invoice constitutes full acceptance of the scope of work and these Terms & Conditions.

3. Payment Delays and Refund Policy

If payment is not received within seven (7) calendar days from the Invoice Date (including both working days and weekends), the Client shall forfeit any right to a refund of deposits or payments made. All payments made under such circumstances are strictly non-refundable. The Company reserves the right to cancel or pause the project until full payment is received.

4. Initial Deposit Requirement

Every project requires an initial deposit before any work commences. The deposit amount shall be either forty percent (40%) or fifty percent (50%) of the total project cost, as specified in the invoice. No deposit below forty percent (40%) shall be accepted under any circumstances. Work will only begin after the deposit has been paid in full.

5. Out-of-Scope Features and Additional Billing

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Any feature, functionality, or deliverable that is not explicitly listed in the agreed-upon project specification shall be deemed an "Out-of-Scope Feature." The system will automatically flag any Out-of-Scope Feature added during development or requested by the Client. Such features will incur additional charges, and a separate invoice will be issued. Work on Out-of-Scope Features will only commence after payment of the additional invoice.

6. Resource Procurement Options

Prior to project commencement, a designated team member (developer, project manager, or technical lead) will identify and communicate all external resources required for successful project completion (e.g., hosting, domains, SSL certificates, third-party APIs, software licenses, or hardware). The Client shall choose one of the following three (3) options:

- **Option A (Client Purchases):** The Client purchases and provides all required resources directly.
- **Option B (Company Includes):** The Company includes the cost of all resources within the total project pricing, and the Client pays a consolidated amount.
- **Option C (Separate Billing):** The Company separates development fees from resource costs, and the Client is billed separately for each.

The chosen option must be confirmed in writing before project work begins.

7. Client Testing Period and Deadline Extensions

Upon substantial completion of the project, the Client shall have five (5) working days (approximately one (1) week) to thoroughly test the system, report any defects or non-conforming features, and sign off (the "Testing Period"). If the Client does not respond within the Testing Period, the project shall be deemed accepted and the final balance shall become due. Failure to complete testing within the Testing Period shall result in:

- An extension of the project completion timeline corresponding to the delay.
- If the delay exceeds thirty (30) calendar days, a penalty shall apply.
- Penalties apply specifically when the Client has selected Option B (Company pays for resources) under Section 6.
- The penalty amount shall be calculated based on the actual resource costs incurred by the Company during the extended period.

8. Non-Payment After Project Completion

If the project has been completed and delivered, but the Client fails to pay the outstanding balance within ten (10) working days without providing formal written communication to the Company, the following actions shall occur:

- The system will be automatically suspended and become inaccessible to the Client.

- The Client will receive email and SMS notifications prior to and upon suspension.
- To restore access, the Client must pay the full outstanding balance **and** a reinstatement penalty of GHS 300 to GHS 700 (amount determined by the Company based on project complexity).
- The Client shall continue to incur the reinstatement penalty until full payment is received.

9. Company Delay and Client Compensation

If the Company fails to meet the agreed-upon project deadline and does not notify the Client of the delay at least four (4) to seven (7) days before the deadline, the Client shall have the right to request compensation. **All payments made to the Company remain strictly non-refundable; under no circumstances shall compensation be issued as a cash refund.** Compensation is provided exclusively as added value to the engagement, in one (or a reasonable combination) of the following forms, to be agreed in writing between the parties:

- **One additional feature** of comparable value to the delay, added to the project at no extra cost;
- **An extension of the maintenance and support period** at no cost, proportional to the length of the delay;
- **A service credit** of comparable value applied toward a future project, feature, or maintenance term (redeemable as services only, never paid out in cash, and non-transferable); or
- **Priority re-scheduling**, including expedited handling and a revised committed timeline at no additional charge.

The Client must submit a written compensation request through the platform within fourteen (14) days of the missed deadline, specifying the preferred form. The Company will review the request in good faith and confirm the applied form in writing before it takes effect. Failure to request compensation within the fourteen-day window waives the Client's right to claim it for that incident.

10. Mandatory Platform Usage

No project shall be initiated, managed, or delivered unless the Client has registered an account on the Company's platform and signed up for the Project Management System. All project-related communications, file sharing, task tracking, approvals, and payments must be conducted exclusively through the platform. Any communication or transaction conducted outside the platform shall be at the Client's own risk and cost, and the Company shall not be held liable for any disputes, losses, or misunderstandings arising from such external communications. This is the sole formal channel through which the Company recognizes and manages client relationships.

11. Maintenance Period Expiration

At the conclusion of the agreed maintenance period, the Client shall have a grace period of three (3) calendar days to renew or extend the maintenance agreement. If no payment is received and no formal written communication regarding renewal is provided within this grace period, it shall be conclusively presumed that the Client does not wish

to continue maintenance services. The Company shall have no further obligation to provide maintenance, support, or updates for the Client's project after this period.

12. Server Expiry and Suspension

If the Client's hosting or server subscription expires (whether managed by the Client or the Company), the Client shall have two (2) calendar days from the expiry date to make the required payment for renewal. Upon expiry, the Client will receive automated email and SMS notifications daily. If payment is not received within the two-day grace period:

- The system shall be automatically suspended.
- Access to the application, database, and all associated files will be revoked.
- The Client will continue to receive notifications.
- Reinstatement requires payment of all outstanding server fees plus a reinstatement fee (if applicable).

13. Client Rights to Project Visibility and Changes

The Client has the right to view the progress of the project at any time through the platform's dashboard. Additionally, the Client may request changes to the project during development, provided that such changes fall within the originally agreed-upon feature set. Changes that alter or add features outside the original scope shall be treated as Out-of-Scope Features (see Section 5). The Client does not have the right to request changes that fundamentally contradict the agreed project specifications or industry best practices.

14. Payment for Additional Features

If the Client requests any feature, functionality, or modification that was not included in the original project specification (an "Out-of-Scope Feature"), the following process shall apply:

- The Company will issue an invoice for the additional feature.
- No work on the feature shall commence until the invoice is paid in full.
- The Client acknowledges and agrees that **no payment = no work** on any additional feature.
- The project timeline may be adjusted based on the complexity of the additional feature.

This policy applies to all clients without exception.

Summary of Key Deadlines and Penalties

Event	Deadline	Consequence of Non-Compliance
Invoice payment	30 days from issuance	Invoice becomes invalid

Event	Deadline	Consequence of Non-Compliance
Payment grace period	7 days from invoice	Payments become non-refundable
Client testing & sign-off period	5 working days	Deemed accepted; final balance becomes due
Final balance payment	10 working days after sign-off	System suspension + GHS 300–700 penalty
Maintenance renewal	3 days after expiry	Maintenance services terminate
Server payment	2 days after expiry	System suspension
Feature request payment	Before work starts	Feature not developed

Acknowledgment

By signing up for an account on the Project Management System platform, making a payment toward any invoice, or accepting these Terms & Conditions through the platform interface, the Client acknowledges that they have read, understood, and agree to be bound by all of the foregoing terms and conditions.

Contact Information

For any questions regarding these Terms & Conditions, please contact the Company through the platform's messaging system or via the contact information provided on the homepage.

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