

Terms of Service

For Duewarden, operated by TECBINO (Pty) Ltd

Entity	TECBINO (Pty) Ltd
Document date	27 September 2026
Status	Effective

Effective date: 27 September 2026.

Website: <https://www.duewarden.tecbino.co.za>

1. Supplier and agreement

Duewarden is provided by TECBINO (Pty) Ltd, a private company incorporated in South Africa under registration number 2025/063187/07. These Terms govern access to and use of the Duewarden website, application, subscriptions, support and related services (the Service).

By creating a workspace, using the Service, purchasing a subscription, accepting an order form, or otherwise agreeing electronically, the customer agrees to these Terms. If a signed enterprise order or other written agreement conflicts with these Terms, the signed document prevails only for the terms it expressly changes.

Physical and legal-service address: 26 Leslie Avenue, Sandton, Gauteng, 2191, South Africa. Support and legal correspondence may be sent to support_duewarden@tecbino.co.za. Telephone: +27 61 536 4024.

2. What Duewarden provides

Duewarden is a cloud-based business application for maintaining equipment and asset records, calibration and service schedules, related certificates or documents, reminders, workflow information and associated reporting / administration features. Features vary by plan and may change as the Service develops.

Duewarden is an information-management tool. It does not itself perform calibration, certify an instrument, guarantee that equipment is fit for purpose, replace competent technical judgement, or replace any statutory inspection, maintenance, quality or safety obligation. The customer remains responsible for the accuracy of its records and for acting on required calibration, service and compliance obligations.

3. Eligibility, authority and customer responsibility

- The Service is intended primarily for businesses and professional users and is not directed to children.
- A person using Duewarden for an organisation confirms that they are authorised to bind that organisation and manage its workspace.
- The customer is responsible for authorised users, role assignments, the legality and accuracy of uploaded information, and the security of credentials under its control.
- Credentials must not be shared outside approved account-management features. Suspected compromise must be reported promptly to support_duewarden@tecbino.co.za.

4. Plans, limits and 7-day Starter trial

Plan	Monthly price	Annual price	Included assets	Included users
Starter	R499 / month	R4,990 / year	100 assets	3 users
Business	R999 / month	R9,990 / year	500 assets	10 users
Professional	R1,999 / month	R19,990 / year	2,000 assets	25 users
Enterprise	Custom quotation	Custom quotation	Custom assets	Custom users

A new workspace receives a 7-day Starter trial. The trial expires automatically at the end of the 7-day period and does not automatically convert into a paid subscription. No subscription charge is taken merely because the trial ends. To continue using paid features after the trial, the customer must deliberately select a paid plan and complete the applicable purchase process. Once a paid plan has been purchased, the recurring renewal terms in these Terms apply.

Plan limits apply to the workspace. TECBINO may prevent new records or users from being added after a limit is reached until the customer upgrades or reduces usage. Enterprise scope, pricing, implementation and support are agreed by quotation or order form.

5. Prices, payments and recurring billing

All published prices are in South African rand (ZAR). TECBINO is not currently VAT registered and does not currently add VAT to the listed prices. If TECBINO becomes VAT registered or another tax becomes applicable, pricing and invoicing will be updated in accordance with law.

Card and supported electronic payments are processed through Paystack. TECBINO does not intend to receive or store full payment-card numbers. Paystack and relevant financial institutions process payment information under their own legal and security obligations.

Unless the checkout or an order form states otherwise, monthly plans renew monthly and annual plans renew annually until renewal is cancelled. The account billing page should show the next renewal date. The customer authorises recurring charges for the selected plan until renewal is cancelled or the agreement otherwise ends.

TECBINO may change subscription prices prospectively. A price change does not alter an already-paid period and will be communicated before it applies to a future renewal where required by law or the agreement.

6. Cancellation and refunds

The customer can cancel future renewal in the Duewarden application. Turning off renewal normally leaves the Service available until the end of the current paid billing period, unless the customer requests earlier closure or applicable law requires a different outcome.

Refund requests must be submitted to support_duewarden@tecbino.co.za. Fees are not automatically refundable merely because the customer did not use the Service, but TECBINO will honour mandatory statutory rights and may approve refunds for duplicate charges, billing errors, service failures or other appropriate circumstances. The separate Cancellation and Refund Policy forms part of these Terms.

For an annual subscription purchased by a juristic person, the annual fee is a 12-month commercial commitment unless the order form says otherwise. Cancelling renewal prevents the next annual renewal but does not, by itself, create a pro-rata refund of the current annual term. Where the CPA or another law gives a natural-person consumer a different cancellation right, that mandatory right prevails.

7. Customer data, privacy and roles

As between TECBINO and the customer, the customer retains its rights in records, documents and other content it enters into its workspace (Customer Data). The customer grants TECBINO the limited rights necessary to host, process, transmit, back up and otherwise use Customer Data to provide, secure and support the Service and to comply with law.

For account, billing and TECBINO business administration, TECBINO may act as the responsible party under POPIA. Where the customer determines the purposes and means of personal information contained in workspace records and TECBINO processes it only to provide Duewarden, TECBINO generally acts as an operator for that customer. The Privacy Notice and Customer Data Processing Addendum provide more detail.

The customer must not upload personal information it has no lawful basis or authority to process. Special personal information, children's information, medical records, government identity documents and other high-risk information should not be uploaded unless the customer has confirmed that the processing is lawful and appropriate for Duewarden.

8. Hosting and international processing

Duewarden application and authentication infrastructure is hosted on Amazon Web Services (AWS) in eu-central-1 (Frankfurt, Germany). This means account, authentication, workspace and technical data may be processed outside South Africa. TECBINO maintains contractual / operator safeguards and an international-transfer register intended to satisfy POPIA section 72.

Payment data is processed through Paystack South Africa and its service providers. Paystack states that it may process data in South Africa and other countries and currently identifies AWS

infrastructure in Ireland in its South African privacy material. Customers should read the Privacy Notice for the current cross-border disclosures.

9. Security

TECBINO uses reasonable technical and organisational safeguards appropriate to the risk, which may include access controls, least privilege, authentication controls, encryption in transit, secure configuration, logging, patching, backups, operator controls and incident response. No online service can be guaranteed to be completely secure or uninterrupted.

Customers must use appropriate passwords and access controls, promptly remove users who should no longer have access, and notify TECBINO of suspected compromise. Security testing of TECBINO production systems requires prior written authorisation as described in the Acceptable Use Policy.

10. Acceptable use

The customer and its users must comply with the Acceptable Use Policy. TECBINO may investigate suspected abuse and may limit or suspend access where reasonably necessary to protect the Service, another customer, a third party, or legal compliance. Where practicable, TECBINO will give notice and an opportunity to remedy before suspension unless urgency, security or law requires immediate action.

11. Service changes, availability and support

TECBINO may maintain, patch and change the Service and may add, modify or retire features. Material changes that substantially reduce paid functionality will be handled reasonably, taking account of the customer's current paid term and any signed enterprise commitment.

Standard support is provided through support_duewarden@tecbino.co.za. No response-time or uptime service level applies unless a signed order form expressly provides one.

12. Intellectual property

TECBINO and its licensors retain all rights in the Duewarden software, designs, documentation, trademarks, know-how, APIs and other platform materials, excluding Customer Data. The subscription gives the customer a limited, non-exclusive, non-transferable right to use the Service for its internal lawful business purposes during the subscription term.

Except to the extent a mandatory law permits otherwise, the customer may not copy, sell, sublicense, scrape, circumvent technical restrictions, or reverse engineer the Service, or use it to build a competing hosted service.

13. Third-party services

The Service depends on third-party infrastructure and services, including AWS and Paystack. Their outages, maintenance, legal requirements and technical limits may affect the Service. TECBINO remains responsible for its own obligations and for selecting and managing operators to the extent required by applicable law.

14. Warranties and customer remedies

TECBINO will use reasonable skill and care in providing the Service. Except for express written commitments and rights that may not lawfully be excluded, the Service is provided on an as-available basis and TECBINO does not warrant that it will be error-free, uninterrupted, or suitable for every regulatory, safety or operational purpose.

Nothing in these Terms excludes any warranty, remedy or consumer right that cannot lawfully be excluded or restricted under the CPA, ECTA or another applicable law.

15. Limitation of liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, consequential or special loss, loss of profit, loss of anticipated savings, or loss arising from information the customer failed to maintain or act on, except where such exclusion is prohibited by law.

Subject to mandatory law and any different signed enterprise term, TECBINO's aggregate contractual liability arising from the Service during any rolling 12-month period will not exceed the subscription fees actually paid to TECBINO for the affected workspace during that period. This limitation does not apply to fraud, wilful misconduct, gross negligence, or any liability that may not lawfully be limited.

16. Suspension and termination

TECBINO may terminate or suspend for material breach, unlawful use, non-payment, security risk, or where continuing the Service would breach law. Where the breach is reasonably capable of remedy and immediate action is not required, TECBINO will provide a reasonable opportunity to remedy it.

When paid access ends, the workspace enters closure. Customer workspace data is scheduled for deletion or irreversible de-identification within 40 days after effective closure, except information that TECBINO is legally authorised or required to retain, such as billing, tax, fraud, dispute or security records. Customers should retrieve records they require before the workspace closes.

17. ECTA and CPA rights

Where Chapter VII of ECTA applies to a consumer electronic transaction, the customer retains the rights that cannot lawfully be excluded. Duewarden is normally activated immediately. Where applicable, any consent or acknowledgement required by law for immediate commencement of the service is presented during the purchase process.

Where CPA fixed-term agreement provisions apply to a natural-person consumer, those statutory cancellation / renewal protections prevail over inconsistent commercial wording. CPA section 14 does not apply to transactions between juristic persons.

18. Notices, governing law and disputes

Notices to TECBINO may be sent to support_duewarden@tecbino.co.za and, where physical service is required, to 26 Leslie Avenue, Sandton, Gauteng, 2191, South Africa. The customer is responsible for keeping its account contact details current.

These Terms are governed by the laws of the Republic of South Africa. The parties should first attempt in good faith to resolve a dispute through written escalation. This does not prevent either party from approaching a competent court, regulator, statutory ombud or other body where law permits or requires it.

If any provision is unenforceable, it will be limited or severed to the minimum extent necessary and the remaining provisions continue. A failure to enforce a right once is not a waiver of that right.

19. Supplier information

Particular	Details
Legal supplier	TECBINO (Pty) Ltd
Legal status	Private company incorporated in South Africa
Registration number	2025/063187/07
Office bearer / director	Luigi Di Leo
Physical / legal service address	26 Leslie Avenue, Sandton, Gauteng, 2191, South Africa
Website	https://www.duewarden.tecbino.co.za
Email	support_duewarden@tecbino.co.za
Telephone	+27 61 536 4024
VAT status	Not VAT registered
Payment provider	Paystack