

Terms of Service

& Acceptable Business and Use Policy

Version 1.0 | Effective: August 2026 | hello@dahnjay.tech

& ATTORNEY REVIEW PENDING

This document is an operational/legal draft. Sections marked [ATTORNEY DECISION REQUIRED] require review and approval by qualified legal counsel before final publication. DJT's governing law, liability cap, indemnification scope, arbitration/dispute provisions, and Kenya-specific consumer law implications have not been finalized.

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PART ONE — DJT TERMS OF SERVICE

1. About Dahn Jay Tech

Dahn Jay Tech ("DJT," "we," "our," or "us") provides an AI-powered business operating platform ("Platform") to businesses in the United States, Kenya, and other markets. By creating an account, accessing DJT services, or clicking "I Agree," you ("Customer," "you") agree to be bound by these Terms of Service ("Terms") and all incorporated policies.

These Terms form a legally binding agreement between you (and the organization you represent) and Dahn Jay Tech. Please read them carefully.

2. Eligibility & Authority

To use DJT, you must:

- Be at least 18 years of age.
- Have legal capacity to enter into binding contracts in your jurisdiction.
- Have authority to bind the organization on whose behalf you are creating an account.
- Provide truthful, accurate, and complete account and business information.

If you are creating an account on behalf of a company, organization, or other legal entity, the agreement is between DJT and that entity. You represent that you are authorized to bind that entity.

Minors may not independently create DJT business accounts. Account holders are responsible for ensuring that DJT access is not provided to unauthorized persons, including minors, except as specifically permitted and disclosed.

3. Business Verification

DJT may require verification of your business identity, including but not limited to: employer identification number (EIN), KRA PIN or business registration information (Kenya), business address, authorized representative identity, industry, country of operation, payment verification, or other information reasonably necessary for fraud prevention or regulatory compliance.

You must not:

- Impersonate another business or organization.
- Falsify your country of operation to obtain different pricing or access.
- Misrepresent your eligibility for DJT services.
- Provide false business registration information.
- Misrepresent your business industry or activity.

4. Account Security

You are responsible for:

- Protecting your DJT credentials and any credentials for connected integrations.
- Maintaining an authorized user list and promptly removing departing employees or contractors.
- Maintaining multi-factor authentication (MFA) where enabled.
- Notifying DJT promptly at hello@dahnjay.tech if you suspect unauthorized account access.
- Not sharing credentials in a manner intended to evade account or licensing restrictions.

DJT may temporarily suspend access when reasonably necessary to protect your account, other tenants, DJT infrastructure, or connected third-party services from security threats. DJT is not responsible for losses caused by unauthorized access resulting from your failure to maintain secure credentials.

Tenant administrators may have significant permissions within your DJT account, including access to business data, communications, employee information, integrations, and financial configuration. You are responsible for selecting appropriate administrators and for their actions taken within their granted permissions.

5. DJT Services

DJT provides a multi-tenant AI-powered business platform that may include: Atlas AI business concierge, AI workforce agents, Business Memory, knowledge base, Pulse business intelligence, payroll-related tools, timekeeping and attendance, employee management, clock-in (including GPS-enabled attendance), employee onboarding, email processing (Gmail, Microsoft 365/Outlook), SMS, WhatsApp messaging, phone systems (including AI phone agents via Telnyx), call logs and transcripts, appointment management, billing (Stripe, Flutterwave, M-Pesa, Wise), DJT Credits, tenant subdomains, support tickets, document management, educational courses, automation, scheduled jobs, and webhooks.

DJT operates on infrastructure provided by Supabase, Vercel, Cloudflare, and other authorized providers. This service list is representative, not exhaustive. DJT is an evolving platform and capabilities may be added, modified, or removed over time as described in Section 23.

6. Artificial Intelligence — Atlas and AI Workforce

DJT's AI systems, including Atlas and other AI employees, are designed to assist your business operations. By using AI-powered features, you understand and acknowledge that:

- AI-generated outputs may contain errors, incomplete information, or outdated content.
- AI systems may misunderstand instructions or produce unexpected results.
- AI output is not guaranteed to be legally, financially, medically, or professionally correct.
- AI should not be used as a substitute for qualified professional advice.
- Customer review is required before relying on AI output for high-impact decisions.

You must use appropriate human review before relying on DJT AI for decisions involving: hiring, firing, discipline, payroll adjustments, tax filings, legal decisions, medical decisions, credit decisions, employee eligibility, safety, regulatory compliance, or financial commitments. You remain responsible for all such decisions unless DJT expressly assumes that responsibility in a separate written agreement.

DJT AI is an assistive business tool. It is not a licensed attorney, accountant, tax professional, physician, financial adviser, licensed HR professional, or regulated compliance consultant. DJT AI does not replace professional advice and should not be used as a substitute for professional services in regulated areas.

7. Business Memory & Customer Content

Business Memory allows you to store business instructions, policies, FAQs, documents, and context that inform how Atlas and other AI tools respond. You retain ownership of the business content you submit to DJT. DJT receives only the limited rights necessary to provide the requested services (store, process, transmit, analyze, generate outputs from, and back up your content for service delivery purposes).

You are responsible for:

- Having lawful authority to upload, process, and instruct DJT to use all data you provide.
- Not uploading data obtained illegally or without required permissions.
- Not placing unlawful content, stolen data, or unnecessary secrets into Business Memory.
- Obtaining any required employee notices, consents, and authorizations before providing workforce data.
- Complying with applicable data protection laws for information you submit.

DJT may process Business Memory through authorized AI and infrastructure providers as necessary to deliver requested functionality. DJT does not claim ownership of your business content and does not intentionally allow one customer's private Business Memory to become available to another customer. DJT's tenant isolation architecture enforces logical separation between customers.

8. Email, Phone, SMS & WhatsApp

DJT provides communications features, including email integration, AI phone agents, SMS, and WhatsApp. When using these features, you are responsible for:

- Complying with all applicable marketing laws, anti-spam laws, telemarketing rules, and communications consent requirements (including CAN-SPAM, TCPA, and equivalent regulations).
- Complying with applicable call recording laws, including obtaining any required notice and consent from call participants before recording, monitoring, transcribing, or applying AI analysis to calls.
- Ensuring all recipients of DJT-powered communications have provided required consents where applicable.
- Complying with WhatsApp/Meta, Telnyx, and carrier platform rules.
- Using phone, SMS, and email features only for lawful business purposes.

DJT provides tools that may assist with disclosures. Those tools do not transfer legal responsibility to DJT unless expressly stated. DJT prohibits using communications features for unlawful surveillance, stalking, harassment, illegal robocalling, deceptive communications, or spam.

When you connect Gmail, Microsoft 365, Outlook, or other email/calendar accounts, you authorize DJT to access data within the requested scopes. You must have authority to connect the account. Revoked or expired OAuth authorization may affect functionality. Third-party account restrictions can affect service availability.

9. Payroll & Workforce Tools

DJT provides software and automation for payroll-related workflows, attendance, scheduling, and workforce management. DJT is a software and automation provider — not a licensed payroll service or employer of record. You remain responsible for:

- Providing accurate employee information and wage rates.
- Issuing lawful payroll instructions and maintaining required employment records.
- Tax classification of employees and contractors.
- Employment law compliance, including wage and hour requirements, overtime, and applicable regulations.
- Reviewing all payroll information and approvals before submission.
- Legally required payroll filings unless DJT has separately contracted to handle them.
- Compliance with US and Kenya payroll regulations applicable to your business.

Third-party payroll and payment providers integrated with DJT may have separate terms and obligations.

10. Clock-In & Location Features

DJT may include GPS-enabled clock-in/out functionality for attendance and timekeeping. When using location features, you are responsible for:

- Lawful implementation of timekeeping and location data collection.
- Providing legally required notice to employees about location collection and use.
- Obtaining required employee consents where applicable.
- Maintaining appropriate workforce location policies.
- Using location features only for their intended business purpose.

DJT collects location data to support authorized platform features such as attendance verification. Customers must not use DJT location features for unlawful employee surveillance, stalking, or monitoring outside the intended business scope.

11. Microsoft 365 & Connected Account Integrations

When connecting third-party accounts (Microsoft 365, Google, WhatsApp, and others), you authorize DJT to access permitted data within the requested scopes. Connected integrations may process data according to those providers' own terms and privacy policies in addition to DJT's. You are responsible for maintaining active, properly configured integrations. Expired, revoked, or misconfigured credentials may cause feature disruptions that are not attributable to DJT.

12. Third-Party Service Dependencies

DJT depends on trusted third-party providers including: Stripe, Flutterwave, M-Pesa infrastructure, Wise, Telnix, Google, Microsoft, WhatsApp/Meta, Supabase, Cloudflare, Vercel, OpenAI and other AI model providers, telecom carriers, and others. DJT does not control these platforms.

A third-party outage, policy change, API restriction, carrier failure, account suspension, payment-network event, or provider change may affect DJT functionality. DJT is not automatically financially responsible for failures primarily caused by independent third-party providers.

Important: If a third-party provider fails, that is generally a third-party event. If DJT incorrectly configured that provider or DJT's integration logic failed, that may be a DJT failure. DJT's Service Reliability & Refund Policy governs available remedies.

13. Fees, Billing & Payment

Pricing is displayed at the time of purchase. Subscriptions recur according to the selected billing cycle unless canceled. You are responsible for maintaining a valid payment method. Applicable taxes may apply. Usage-based charges, telecommunications fees, and API usage charges may apply where disclosed at the time of purchase or feature activation. Nonpayment may result in service restriction or suspension.

Please refer to the DJT Service Reliability & Refund Policy for information about refunds, service credits, and remedies for billing errors.

Cancellation: Canceling your subscription prevents future renewal according to your billing cycle. Cancellation does not automatically refund previously provided service. Prior billing periods are not ordinarily refunded upon cancellation. DJT will not make cancellation intentionally difficult.

14. DJT Credits

DJT Credits are prepaid digital usage entitlements that power consumption-based features. Credits are not cash, bank deposits, cryptocurrency, or securities. Credits generally have no cash redemption value. Detailed rules governing Credit purchase, consumption, and refund eligibility are set forth in the DJT Credit Purchase Policy, incorporated herein by reference.

15. Educational Courses

DJT may sell educational courses and instructional products separate from SaaS subscriptions. Courses are governed by the DJT Course Buildability Guarantee, incorporated herein by reference. DJT does not guarantee any specific business outcome from completing a course, including revenue, profit, employment, customer acquisition, App Store approval, investment returns, or any specific commercial result beyond the buildability commitment stated in the Course Guarantee.

16. Intellectual Property

DJT retains all rights, title, and interest in its source code, designs, trademarks, branding, templates, workflows, course content, documentation, proprietary AI orchestration, software architecture, and platform materials ("DJT IP"). Under these Terms, you receive a limited, non-exclusive, non-transferable license to access and use DJT as described herein for the duration of your subscription. No DJT IP is transferred to you.

You must not: copy, modify, reverse-engineer, decompile, or create derivative works from DJT software; sublicense or resell DJT access without written authorization; remove or obscure DJT proprietary notices; or represent DJT functionality as your own proprietary platform to third parties.

17. Customer Content

You retain ownership of content you submit to DJT. You grant DJT the limited license necessary to store, transmit, process, display, analyze, generate outputs from, back up, and otherwise handle your content for service delivery purposes. You warrant that your use of content in DJT does not violate third-party rights. You may provide voluntary feedback about DJT products; DJT may use such feedback without compensation. Voluntary product feedback is not the same as your private Business Memory or customer data.

18. Confidentiality

DJT will protect non-public customer business information in accordance with its Privacy Policy and reasonable administrative, technical, and organizational security controls. You agree to maintain confidentiality of any non-public DJT information (pricing proposals, unreleased features, system architecture, security practices, and similar) that DJT may share with you.

Confidentiality obligations do not prevent DJT from: complying with lawful legal requests, conducting security investigations, sharing data with authorized subprocessors, or disclosing information authorized by you through integrated services. DJT does not guarantee absolute confidentiality in all circumstances.

19. Beta Features & Demo Mode

DJT may offer experimental, beta, preview, or early-access features. These features may change, fail, contain bugs, or be removed. Beta features have limited support and are not subject to the same reliability commitments as generally available production features. DJT does not apply beta disclaimers to production functionality that is marketed as fully available.

DJT's demo mode may display artificial or illustrative data. Demo information does not reflect actual customer financial results, business performance, or real operations. Demo content should not be relied upon as representative of actual platform capabilities in production.

20. Suspension

DJT may suspend account access, temporarily or indefinitely, where reasonably necessary for:

- Security risk or suspected account compromise.
- Nonpayment or delinquent billing.
- Suspected fraud, misrepresentation, or abuse.
- Operation of a prohibited business activity (see Part Two).
- Human trafficking, child exploitation, or sexual exploitation (immediate suspension).
- Illegal activity or severe platform abuse.
- Excessive technical harm or attacks on DJT infrastructure.
- Third-party provider requirement or regulatory order.
- Risk of significant harm to other DJT tenants.

Suspension is proportional where the circumstances allow. For severe safety violations, illegal conduct, or child exploitation, immediate suspension may be required without advance notice. DJT will generally provide notice and an opportunity to cure ordinary breach, except in circumstances where notice would enable further harm.

21. Termination

You may cancel your subscription at any time through the DJT dashboard or by contacting support. Cancellation takes effect at the end of the current billing period unless otherwise specified.

DJT may terminate accounts for material violations of these Terms. DJT distinguishes between ordinary breach (which may receive a cure period), serious security or fraud abuse, illegal conduct, trafficking, child exploitation, or prohibited business activity (which may result in immediate termination without a cure period).

Refund treatment following termination for policy violations is governed by the DJT Service Reliability & Refund Policy and applicable law. DJT does not promise refunds following termination for prohibited conduct to the extent permitted by applicable law.

22. Data After Termination

Following account termination or cancellation, DJT may retain certain information as required or permitted by applicable law, including for legal compliance, accounting, fraud prevention, security, dispute resolution, and backup expiration cycles. Customers should export needed information before account closure where appropriate. DJT's Privacy Policy governs data retention and deletion practices. DJT does not promise immediate permanent deletion if legal, backup, security, or accounting requirements prevent it.

23. Service Changes

DJT is a rapidly evolving platform. DJT may improve services, modify features, replace third-party providers, change integrations, discontinue non-core functionality, and introduce new capabilities. DJT will communicate material subscription impacts reasonably and provide remedies where applicable law or the DJT Refund Policy requires. DJT will not eliminate all features a customer paid for without appropriate notice and applicable remedy consideration.

24. Warranty Disclaimer

[ATTORNEY DECISION REQUIRED] This section requires legal review to ensure compliance with consumer protection laws applicable in the United States and Kenya.

DRAFT: TO THE EXTENT PERMITTED BY APPLICABLE LAW, DJT PROVIDES THE PLATFORM "AS IS" AND "AS AVAILABLE." DJT DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, COMPLETELY ERROR-FREE, PERFECTLY SECURE, COMPATIBLE WITH EVERY THIRD-PARTY SERVICE, OR THAT IT WILL GENERATE ANY PARTICULAR BUSINESS OUTCOME. THIS DISCLAIMER DOES NOT AFFECT REMEDIES SEPARATELY AVAILABLE UNDER THE DJT SERVICE RELIABILITY & REFUND POLICY OR APPLICABLE STATUTORY RIGHTS.

25. Limitation of Liability

[ATTORNEY DECISION REQUIRED] The final liability cap and applicable carve-outs must be determined by DJT's legal counsel and CFO, with particular attention to US consumer protection law and Kenya's consumer law framework.

DRAFT: TO THE EXTENT PERMITTED BY APPLICABLE LAW, DJT'S AGGREGATE LIABILITY TO CUSTOMER FOR CLAIMS ARISING FROM OR RELATED TO THESE TERMS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO DJT IN THE [3 / 6 / 12] MONTHS PRECEDING THE CLAIM — TO BE DETERMINED BY LEGAL COUNSEL.

DJT IS NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, REPUTATIONAL HARM, OR LOSSES ARISING FROM: (a) THIRD-PARTY OUTAGES; (b) CUSTOMER MISCONFIGURATION; (c) CUSTOMER MISUSE; (d) UNAUTHORIZED CUSTOMER-ADMIN ACTIONS; (e) DECISIONS MADE SOLELY ON THE BASIS OF AI OUTPUT; (f) FAILURE TO MAINTAIN CUSTOMER-SIDE BACKUPS; OR (g) FORCE MAJEURE EVENTS.

DJT IS NOT BUSINESS-LOSS INSURANCE. A TEMPORARY AI OR SERVICE OUTAGE DOES NOT MAKE DJT RESPONSIBLE FOR ALLEGED LOST CONTRACTS OR BUSINESS LOSSES BEYOND DIRECT BILLING REMEDIES AVAILABLE UNDER THE REFUND POLICY.

26. Indemnification

[ATTORNEY DECISION REQUIRED] Final indemnification scope, carve-outs, and applicable law must be reviewed by counsel.

DRAFT: To the extent legally enforceable, you agree to indemnify and hold harmless DJT and its officers, directors, employees, and agents from claims, damages, liabilities, and costs (including reasonable legal fees) arising from: (a) customer-provided unlawful data; (b) customer infringement of third-party rights; (c) customer's illegal communications or recording without consent; (d) employment-law violations caused by your decisions; (e) customer misuse of the platform; (f) fraud or prohibited conduct; (g) illegal content submitted by or through your account; (h) unlawful data collection; or (i) violations of applicable third-party platform rules. This indemnification does not make DJT automatically liable for lawful customer business operations merely because the customer used DJT software.

27. Force Majeure

DJT is not liable for failure to perform due to causes genuinely outside its reasonable control, including: natural disasters, widespread internet outages, war or government action, telecommunications disruptions, major third-party infrastructure outages, or other extraordinary events. Force majeure does not excuse ordinary engineering failures, routine maintenance, or failures caused by DJT's own internal decisions.

28. Governing Law & Dispute Resolution

[ATTORNEY DECISION REQUIRED] Final governing law, venue, arbitration clause (if any), class-action waiver (if any), small claims carve-out, and consumer vs. business distinctions have not been finalized. DJT's legal counsel must determine these provisions with attention to applicable US and Kenya law before publication.

Placeholder: These Terms are governed by applicable law [JURISDICTION TO BE DETERMINED]. Disputes shall be resolved [PROCESS TO BE DETERMINED — arbitration / court / etc.].

29. Policy Changes

DJT may update these Terms from time to time. Material changes will be communicated through the DJT dashboard notification system or registered email. Prior versions are retained in DJT's legal versioning system. Continued use of DJT after the effective date of an update constitutes acceptance of the revised Terms. Where a material update requires renewed acceptance, DJT will request it upon next login.

30. Related & Incorporated Policies

These Terms incorporate by reference the following DJT policies, each of which forms part of the agreement:

- DJT Privacy Policy — governs data collection, use, and retention.
- DJT Acceptable Business & Use Policy (Part Two of this document) — governs prohibited industries and uses.
- DJT Service Reliability & Refund Policy — governs refunds and service remedies.
- DJT Credit Purchase Policy — governs prepaid usage Credits.
- DJT Course Buildability Guarantee — governs educational course refund eligibility.

In the event of conflict between these Terms and an incorporated policy, the Terms govern unless the incorporated policy expressly states otherwise for a specific provision. DJT may adopt additional product-specific terms for specialized services.

31. Contact

Dahn Jay Tech | hello@dahnjay.tech | dahnjay.tech

PART TWO — DJT ACCEPTABLE BUSINESS & USE POLICY

This Acceptable Business & Use Policy ("Policy") is incorporated into and forms part of the DJT Terms of Service. It defines the business activities and uses that DJT does not support. This Policy is based on business conduct and activity type, not personal characteristics. DJT's restrictions are activity-based, not discriminatory.

1. Prohibited Business Industries — Hard Stop

DJT does NOT support businesses whose primary or material business activity involves any of the following. Accounts operating these business activities will be denied, restricted, suspended, or terminated.

- ' Pornography, pornographic content production, or pornographic distribution.
- ' Commercial sexually explicit content, commercial sexual entertainment, or adult entertainment where sexual services are offered.
- ' Prostitution or commercial sexual services.
- ' Escort services where sexual services are offered, facilitated, promoted, or reasonably inferred.
- ' Sexual exploitation in any form.
- ' Sex trafficking or human trafficking.
- ' Forced labor, slavery, or involuntary servitude.
- ' Child sexual exploitation, child sexual abuse material (CSAM), or any related activity.
- ' Non-consensual intimate imagery.
- ' Sexual coercion.
- ' Any business whose primary commercial model involves exploiting people sexually.

DJT retains the right to deny onboarding, require additional information, suspend access, restrict features, terminate service, preserve evidence where legally appropriate, cooperate with lawful authorities, and refuse refunds where permitted by law following enforcement actions for prohibited business activity.

2. Prohibited Uses — All Customers

DJT may not be used for any of the following purposes:

Safety & Exploitation

- Human trafficking or sex trafficking of any kind.
- Sexual exploitation or exploitation of minors.
- Child sexual abuse material (CSAM) or any related content.
- Non-consensual explicit content.
- Harassment, stalking, or threats.
- Unlawful surveillance of individuals.

Fraud & Crime

- Fraud, phishing, or identity theft.
- Credential theft or unauthorized account access.
- Money laundering or financing unlawful activity.
- Sanction evasion or engagement with sanctioned persons or entities.
- Criminal enterprise management.
- Illegal weapons trafficking or illegal drug trafficking.
- Extortion or unlawful threats.

Technical Abuse

- Malware, ransomware, or virus distribution.
- Unauthorized access to or attacks on third-party systems.

- Bypassing DJT security or account controls.
- Credential sharing intended to evade account or usage restrictions.
- Copyright piracy at scale or stolen data trafficking.

Communications Abuse

- Spam, illegal robocalling, or deceptive communications.
- Impersonation of DJT, other businesses, or individuals.
- Illegal call recording without legally required consent.
- Unlawful discrimination in communications.

3. Minors & Children

DJT is a B2B platform intended for adult business users. Account holders must be at least 18 years old or have legal authority to enter into the agreement. Minors may not independently create DJT business accounts.

Businesses that provide services to, employ, enroll, supervise, or process information about individuals under 18 are responsible for:

- Complying with all applicable parental consent, child safety, education, and employment laws.
- Providing required notices and disclosures to minors and their guardians.
- Disclosing during business onboarding that their operations involve minors.
- Not providing direct DJT administrative account access to minors.

DJT maintains a separate onboarding declaration for businesses that work with minors. This declaration creates an internal risk flag and admin review record. The existence of this declaration does not automatically restrict lawful businesses serving minors in compliance with applicable law.

4. Enforcement

DJT enforces this Policy through investigation, review, warning, feature restriction, suspension, and termination, depending on the severity of the violation. DJT considers:

- Evidence supporting the alleged violation.
- Severity and category of the conduct.
- Prior violations or history.
- Customer cooperation.
- Applicable legal obligations.

For ordinary violations, DJT will generally provide notice and an opportunity to respond before taking action. For severe safety violations, trafficking, child exploitation, or CSAM, immediate suspension and termination may occur without advance notice. DJT may cooperate with lawful law enforcement requests in connection with serious violations.

Evidence of violations will be preserved where legally appropriate. DJT does not expose suspected illegal material unnecessarily in administrative interfaces.

5. Enforcement Severity Model

	Minor policy concern. Possible warning or guidance.
MEDIUM	Repeated abuse or significant misuse. Possible temporary restriction.
HIGH	Fraud, serious platform abuse, unlawful activity. Immediate suspension possible.
CRITICAL	Human trafficking, sex trafficking, child exploitation, CSAM, severe security attack. Immediate suspension, termination, and legal escalation.

6. Appeals

For enforcement actions not involving serious illegal conduct, customers may request an internal review through the DJT support portal. DJT will not automatically restore service during review. For severe illegal activity (trafficking, child exploitation, CSAM), DJT may deny or limit the appeals process to the extent permitted by applicable law.

7. Export Control & Sanctions

DJT may not be used in violation of applicable sanctions laws, by sanctioned persons or entities, for illegal export activity, or to evade lawful restrictions imposed by any applicable government or regulatory authority. DJT reserves the right to block or restrict access from sanctioned regions or to sanctioned persons in accordance with applicable law.