



# Cancellation Policy

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## Contact Us

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# Cancelling a Contract

## **Period of Agreement and Notice of Termination**

60 days' notice in writing must be given by either party to the other.

## **Termination for Cause**

Either party may terminate a contract if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate a contract by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to the contract.

## **Payment for Non-Cancellable Materials**

Any non-cancellable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as plugins, themes, photography and/or external services) shall be paid for by you, in accordance with the provisions of the contract. We agree to use our best efforts to minimise such liabilities immediately upon written notification from you. We will provide written proof, upon request of a Client, that any such materials and services, are non-cancellable.

### **Materials Unpaid For**

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

### **Transfer of Materials**

Upon termination of a contract, provided that there is no outstanding indebtedness then owing by the Client to Kernel IT Services, Kernel IT Services shall transfer, assign and make available to the Client all property and materials in its possession or control belonging to the Client. The Client agrees to pay for all costs associated with the transfer of materials.