

Terms & Conditions

1. **Acceptance**

The use of this site/ platform/ mobile platform constitutes an acceptance by the customer of the terms and conditions contained herein and an agreement to be bound by same in contracting with netVendor.

2. **netVendor's' Rights**

netVendor reserves the right to alter the terms and conditions under which the netVendor site/ platform/ mobile platform is offered.

3. **Electronic Communication & Records**

I/We (the Customer) agree(s) that netVendor will deal with your transactions electronically and that netVendor's computer records can be presented as prima facie proof (i.e. conclusive proof unless you are able to show differently) of their contents. You further agree that electronic communication to you or from you is the same as communication in writing for all legal purposes. (The customers per definition are defined as Owners/Landlords/Body Corporates/Billing Companies/Property Managers or Property Agents)

4. **Copyright**

The content on this site/ platform/ mobile platform and all software used on this site/ platform/ mobile platform is the property of netVendor, and is protected by South African and International copyright and intellectual property laws.

5. **Website Access**

The customer or end-user is granted limited access to the netVendor site/platform/mobile platform by netVendor for the purposes of making legitimate purchases, to browse content and to view accounts. Content on this site/platform/mobile platform may not be copied, uploaded, reproduced or used for any illegal activity. Any unauthorised use of this site/platform/mobile platform may be in violation of copyright and intellectual property laws.

6. **Links to Third Party Sites and data flow from the netVendor facility**

The netVendor site/platform/mobile platform may contain links to third party sites/platforms/mobile platforms, which are not under the control of netVendor. netVendor is not responsible for the content of any linked site/platform/mobile platform, including, without limitation any links, changes, updates and webcasting or other communication from the linked

site/platform/mobile platforms. The customer further acknowledges that the flow of data from netVendor's servers will depend to a large part on the performance of hardware, software and services provided or controlled by third party communications providers. netVendor disclaims all liability resulting from the customer's inability to communicate with the netVendor's servers to the extent that such inability is the result of the failure of hardware, software or services provided by such third-party communications provider.

7. a. **Sales Quotes:**

The quote remains open for acceptance for a period of 14 days from the date of offer. The quotation is subject to the current exchange rate and availability of products. We reserve the right to change fees from time to time.

b. **Payments for Goods:**

The official order will be submitted to the meter manufacturer once payment to netVendor is received in full. Payment to netVendor shall be in South African Rands. No other currency will be accepted.

c. **Delivery:** The meters will be delivered within 4-6 weeks depending on availability.

8. **Guarantee and Returns Policy**

The meter manufacturer guarantees that each of the contract goods supplied in terms of this quote will be free from defects in material and workmanship for a period of 12 months calculated from the date of dispatch to the premises stipulated in the contract, provided that the guarantee shall be void and of no force and effect if:

- a. The goods have been interfered with or subjected to any form of abuse or accident;
- b. The goods have not been used, wired, installed or operated in accordance with the recommendations and instructions issued by the meter manufacturer, in accordance with accepted industry practice and repairs to goods are affected or attempted by any person not authorised thereto in writing to the meter manufacturer;
- c. The meter manufacturer shall reserve the right to exchange the product upon return of the contract goods.
- d. Save as set out above no guarantee or other warranty (including those imposed by law) applies in respect of the contract goods supplied by the meter manufacturer.
- e. Should a meter go faulty within the 12-month warranty period, it is the responsibility of the customer to return the meter to netVendor for inspection. Should the meter be faulty, the meter will be swapped out at no extra charge. The cost of the electrician/plumber/professional will be for the customer's account.

- f. Should the meter go faulty outside of the warranty period, a new meter shall be purchased and installed at the cost of customer.
- g. The customer has the right to receive a refund provided the meters are returned unused within two weeks of delivery or under the discretion of management. The meters need to be in the original packaging and must be unused and must not have been tampered with in any way.

9. **Registration of Billing Company**

- a. **Authorisation:** I/We hereby declare that the information on the Billing Company Form is correct. I/We (the customer) hereby appoint netVendor to manage and control the sales of services for the above-mentioned company. I/We undertake to notify netVendor of any change to the above details, and should I fail to do so, I/We will be liable for any tracing costs.
- b. **Acceptance:** I/We hereby accept that this contract is valid for a period of 2 years from date of signature hereon.
- c. **Cancellation of expired fixed-term agreement:** The customer has the right to cancel fixed-term agreements on expiry of the contract period, and no penalty shall be applicable.
- d. **Continuation of Service:** Delivery on expiry of fixed-term agreement shall continue on a month-to month basis should the customer fail to request the cancellation of the agreement in writing.
- e. **Out Clause:** I/We hereby acknowledge that I/We have the right to terminate this contract should I/We not be satisfied with this service. I/We acknowledge that we are to provide netVendor with 60 business days' written notice of the cancellation of the fixed-term agreement. In addition, I/We acknowledge that Key Change Tokens will be charged at the prescribed rate per token at the time of request.

10. **Payment to the Billing Company**

netVendor will transfer the amount owing to the Billing Company from the holding account within five (5) working days from the close-off at Month-End. The Monthly Service Fees due to netVendor will be paid to netVendor from the holding account within five (5) working days from the close off at Month-End.

11. **Privacy of Information**

netVendor will at all times treat your personal information with utmost privacy. All your banking details and passwords are stored encrypted in the database. All netVendor sites use 128bit SSL encryption. Please note that any personal information submitted to netVendor will be collected, processed, and stored as is necessary to carry out actions for the conclusion or performance of the agreement entered into between the parties in accordance with the Protection of Personal Information Act.

12. **Full Disclosure**

I/We (the customer) guarantee that all information given to netVendor in respect of any transaction will be true and accurate and can be relied on for contracting. I/We will disclose all necessary material information before netVendor will be bound by any transaction. Where such information is not disclosed or is incorrect, affected transactions may be cancelled or voided and damages recovered from you or benefits or payments lost. You confirm that to the best of your knowledge, any amount paid or payable by you or on your behalf to netVendor does not come, directly or indirectly, from criminal activity.

13. **Account Holder Authority**

You, the customer, confirm that, for any transactions involving deductions from or payments to bank accounts; you are either the owner of the relevant bank account/s, or have the capacity and authority to give binding instructions regarding such account/s. Where you give such instructions and bank details electronically, your signature on this document will be used to complete that electronic instruction, as if it were your signature on a paper instruction to the same effect. You are now, in writing, confirming current and future electronic instructions to netVendor to collect amounts from or to pay amounts to bank account/s specified by you for that purpose.

14. **Service and Penalty Fees**

I/We (the customer) acknowledge that there is a monthly service fee as per the signed Billing Area Form for houses and apartments. R/D payments will be subject to an administration fee of R43-48 (Excluding VAT) which will be amended from time to time according to the banking levies.

15. **Pre-Paid Electricity and Water Purchases**

The customer may purchase via various payment gateways, a full list is available on the netVendor web site, which is updated from time to time as more integrators come on board. Cash deposits are subject to a R14.38 charge. The tenant may purchase via Debit-Order, via the netVendor website or via the netVendor mobile app provided that the banking details are verified and registered on the netVendor system. In the unlikely event that the

customer's payment does not clear into netVendor's trust bank account the customer shall remain liable for payment to netVendor for any such amount.

16. **Wallet System**

- a. In the unlikely event that the customer's meter runs into a negative amount for whatever reason the customer shall remain liable for payment to netVendor for any such amount.
- b. If the customer fails to receive notification of a low credit warning on the system netVendor shall not be liable, under any circumstances, for the disconnection of the meter or any consequences, damages or losses that may follow or result from a disconnection. It remains at all times the responsibility of the customer to ensure that the Wallet is topped up to prevent the disconnection of the system.
- c. Any failure by netVendor to send out a bill for utility consumption to the customer during any given period or should the customer not receive a utility bill this shall not in any way relieve the customer of its obligation to pay for consumption as metered. It shall at all times remain the customer's responsibility to log onto the netVendor App or the website to establish the actual monthly billed amount.

17. **Meter Deposit**

If required by the Owners/Landlords/Body Corporates/Billing Companies/Property Managers or Property Agents of the property for which I am registering, I/We acknowledge that I/We must place a deposit for services and netVendor will hold it in an account before any Debit-Order purchases on my netVendor account will be allowed. The account will hold the deposit as surety. Account details and PIN will be provided to you once your bank details have been verified and captured. (Minimum of R150).

18. **Payment**

I/We authorize netVendor to transact on my banking details to the amount deposited in the netVendor account for services rendered by netVendor on behalf of the Owners/Landlords/Body Corporates/Billing Companies/Property Managers/Property Agents. I/We understand that the transaction will be debited from my banking account within 5 (five) working days. I also acknowledge that the minimum purchase amount is R250-00.

19. **Disclaimer**

netVendor shall not be held liable for any direct, indirect, incidental or consequential damages, lost revenues, data loss, or loss of profit due to the inability, misuse or incorrect use of this site/platform or from whatsoever cause arising. netVendor's liability shall at all times be limited only to the replacement of any equipment proven to be defective or the reasonable replacement value of such defective equipment.

20. **Force Majeure**

netVendor shall not be liable for any non- performance or delay in performance of any of its obligations under this agreement to the extent that such non- performance or delay is caused by an Act of God, natural disaster, civil disturbance, war, fire earthquake, regulation or government policy(“the Force majeure events”), or non- performance by any third party as a direct consequence of any of the force majeure events, and could not have been prevented by netVendor despite taking reasonable precautions’.

21. **Communications**

The Entity expressly acknowledges that the flow of data to or from the netVendor facility, to The Entity, will depend in large part on the performance of hardware, software and services provided or controlled by third party communications providers. netVendor disclaims any and all liability resulting from or related to The Entity's inability to communicate with the netVendor facility, to the extent such inability is the result of the failure of hardware, software or services provided by such third-party communications providers