

# Terms & Conditions

## 1. Acceptance

The use of this site constitutes an agreement to the terms and conditions herein

## 2. netVendor's' Rights

netVendor reserves the right to alter the terms and conditions under which the netVendor website is offered.

## 3. Electronic Communication & Records

I/We agree 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.

## 4. Copyright

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

## 5. Website Access

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

## 6. Links to Third Party Sites

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

## 7. Sales

- a. **Quotes:** The quote remains open for acceptance for a period of 30 days from the date of offer.
- 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.

## 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 or operated in accordance with the recommendations and instructions issued by the meter manufacturer; and repairs to goods are effected 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 managing agent or landlord 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 will be for the Body Corporate/Landlord (Billing Company)
- f. Should the meter go faulty outside of the warranty period, a new meter shall be purchased and installed at the cost of the owner/Body Corporate (Billing Company)
- g. The Billing Company has the right to return meters that were not pre-examined prior to delivery.
- h. The Billing Company has the right to receive a refund provided the meters are returned unused meters 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 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 Billing Company 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 billing company 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 satisfied with this service. I/We acknowledge that we are to provide netVendor with 20 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.

## 12. Full Disclosure

I / We 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 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 acknowledge that there is a monthly service fee of 10 % per transaction (excluding VAT) for houses and apartments; OR R40 (Excluding VAT) for Garden Flats which will be deducted on a daily basis (Formula: Monthly Fee x12 / 365.25 x No. of days between purchases. First purchase is full amount). R/D payments will be subject to an administration fee of R43-86 (Excluding VAT) which will be amended from time to time according to the banking levies.

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

Tenants may purchase via EasyPay or Unipin outlets, and via cash or EFT deposits. Cash deposits are subject to a R14.25. The tenant may purchase via Debit-Order request via SMS or via the netVendor website provide that the banking details are verified and registered on the netVendor system.

### 16. Meter Deposit

If required by the Body Corporate of the property for which I am registering, I acknowledge that I 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 SMS'd to you once your bank details have been verified and captured. (Minimum of R150).

### 17. Payment

I 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 property managers or body corporate. I understand that the transaction will only be debited from my banking account within 5 (five) working days. I also acknowledge that the minimum purchase amount is R50-00.

### 18. 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.