

# Terms & Conditions

## Definitions:

**EFT:** Electronic fund transfer via a secure internet banking site.

**User:** A consumer purchasing prepaid services via EFT.

**Electricity.co.za:** The recharge payment platform accepting deposits made via EFT by users and in return recharging various services to the user.

**Registration details:** Email address, Cell number, Meter number, municipality or other detail that Electricity.co.za might require to affect a transaction.

**Third party:** Any other party that Electricity.co.za interfaces with in order to ensure service is provided to the user. These include: Municipalities, Private metering companies, Cell phone networks, Internet platforms, Vending companies contracted by municipalities and telephone networks.

**Communication:** The communication channel for purposes of this agreement will be through e-mail only. No cellular or other contact numbers will be provided by Electricity.co.za. Recharge Voucher/Token or Pin: A sequence of numbers sent by "Electricity.co.za" to the user via an electronic medium. This could include a sms by cell phone, an email or any message via a choice of other electronic platforms.

**Awareness:** Will be deemed as the time Electricity.co.za support staff read any request and not the time an enquiry has been sent.

**Recharge Voucher/Token or Pin:** A sequence of numbers sent by "Electricity.co.za" to the user via an electronic medium. This could include a sms by cell phone, an email or any message via a choice of other electronic platforms.

## Terms & Conditions

### 1. General

1.1. The terms and conditions with Electricity.co.za will not in any way over rule or eliminate or adjust the terms and conditions entered between the client, the bank and/or any service provider.

1.2. Users acknowledge that Electricity.co.za does not hold a deposit-taking license (a banking license) and cannot hold funds on your behalf which are not the proceeds of payments made by you to purchase specific goods or products on your behalf.

1.3. Electricity.co.za will not be liable for any loss due to incorrect information supplied by a client such as: The incorrect cell number, electrical meter number or email address. Electricity.co.za will however make all effort to recharge the supplied prepaid number or electrical meter.

### 2. Copyright

3rd Parties or users may not use a Electricity.co.za logo or other proprietary graphic or trademark of Electricity.co.za to link to this Site without the express written permission of Electricity.co.za. Electricity.co.za may revoke this right at any time. 3rd Parties or users are granted a limited; nonexclusive right to create a hyperlink to this Site provided such link does not portray Electricity.co.za in a

false, misleading, derogatory or otherwise defamatory manner.

### **3. Intellectual Property Rights**

All the trademarks, data and content on this web site, including but not limited to software, databases, text, video clips, graphics, icons, hyperlinks, private information, designs and agreements, are the property of, or are licensed to Electricity.co.za. All these are protected from infringement, from any third party, by local and international legislation and treaties.

### **4. Electricity.co.za service delivery**

4.1 To avoid fraud and corruption there is a stop on duplicate recharge attempts i.e. the same cell phone number with the exact same amount will not be allowed through within 54 hours, to avoid this simply recharge again with a slightly different amount.

4.2 Although Electricity.co.za affects most recharges in less than 15 minutes, Electricity.co.za does not in any way guarantee any turnaround time. The main reason for this being Electricity.co.za's reliance on third parties.

4.3 Transactions will only be processed once the EFT payment has been cleared by the bank.

4.4 Should a recharge not have been affected, and Electricity.co.za has been made aware of this fact, Electricity.co.za, will answer all such queries fast and efficiently. Although most personal communication from Electricity.co.za to the user will commence within an hour or two from receiving the enquiry, Electricity.co.za commits to communicate with users personally with regards to any failures within 2 business days from receiving a failure report via email support@electricity.co.za. The only reason Electricity.co.za reserves this right is to ensure communication to all users, during critical system failures of any third party.

4.5 Should a user request a refund for any reason, such refund will be processed, no questions asked, unless a voucher or pin has been requested by Electricity.co.za prior to Electricity.co.za becoming aware of such a request. The time of issuing such a request, by the user, will not be deemed as the time that Electricity.co.za was notified. Notification will be deemed as the time that Electricity.co.za support staff became aware of such a request. Automatic programmed processes continuously run in the background to attempt recharging unsuccessful transactions, for this reason Electricity.co.za cannot be held liable for a recharge taking place in the window period from the user sending such a request to the time support staff becomes aware of such a request.

4.6 Should a Voucher/token or pin not have been issued and support staff becomes aware of a user's request for a refund, such refund will be affected within 2 business days, should Electricity.co.za have the necessary bank details of the particular user. Should it not be the case, support staff will request the detail. Upon receiving the information Electricity.co.za again reserves the right to affect the recharge within 2 business days.

### **5. Fees and charges**

5.1 Electricity.co.za provides a method of obtaining prepaid electricity vouchers by combining existing internet banking methods and infrastructure. Electricity.co.za will retain the right to deduct any or all costs and legal fees from users that have received their recharges. The user shall be responsible to supply sufficient proof of payment to the satisfaction of both the Bank and/or Electricity.co.za should the client claim a recharge or refund.

5.2 All prices are inclusive of VAT

5.3 Standard rates apply for USSD services

5.4 All levies raised by third parties with respect to the purchase of prepaid products would be deducted from the user's payment.

## **6. User conduct and responsibility**

6.1 Should the user, commence a transaction with Electricity.co.za, the user acknowledges and accepts the possible delay between any of the third parties involved to successfully recharge your electrical meter. Should a user supply incorrect registration details or insufficient banking detail to Electricity.co.za to do a successful recharge, the user will be responsible to supply sufficient and original Proof of Payment with the correct meter number to be charged. Such to be attached to enquiry done through support email support@electricity.co.za.

6.2 It is the responsibility of the user to notify Electricity.co.za, through its support email support@electricity.co.za, should the user not have received his or her recharge voucher or pin within 15 minutes.

## **7. Disclaimer and Warranty**

7.1 Electricity.co.za is merely a payment platform and does not guarantee the Vouchers/Tokens or pins it supplies. These are generated by third parties. These companies are ultimately responsible to ensure that same is in working order. Should any Voucher/Token or pin not be in working order Electricity.co.za will do everything in its power to assist the user in obtaining a voucher or pin in working order, by giving all relevant contact details of suppliers to users. By doing this Electricity.co.za does not in any way acknowledge responsibility for a "working" Voucher/Token or Pin, but is merely acting in the interest in connecting the end user and supplier, and should not be interpreted differently.

7.2 Transactions where an incorrect electrical meter number has been supplied by the client and Electricity.co.za have affected the recharge on this wrong number, this transaction cannot be reversed. Electricity.co.za can also not be held responsible for any losses.

7.3 Users understand and agree that this site and the information, services, products and materials available through it are provided on an "as is" and "as available" basis. You expressly agree that use of this site is at your own sole risk.

7.4 To the fullest extent permissible according to applicable law, Electricity.co.za and its affiliates disclaim all warranties of any kind, either express or implied, including but not limited to any warranties of title, or implied warranties of merchant ability or fitness for a particular purpose. No oral or written information provided by Electricity.co.za or its affiliates, officers, directors, employees, agents, providers, merchants, sponsors, licensors or the like shall create a warranty; nor shall you rely on any such advice or information.

7.5 You expressly agree that use of this site, including all content, data or software distributed by, downloaded or accessed from or through this site, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business or your computer system or loss of data that results from the download of such content, data and/or software.

7.6 You acknowledge that Electricity.co.za or any of its affiliates do not in any respect control any information, products or services offered by third parties on or through this site, except as otherwise agreed in writing. Electricity.co.za and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through this site.

7.7 Neither Electricity.co.za nor any affiliate makes any warranty that this site or its contents will meet your requirements, or that the site or content will be uninterrupted, timely, secure or error-free, or that defects, if any, will be corrected. Electricity.co.za does not represent or warrant that materials in this site or information provided by Electricity.co.za via e-mail or other means, are accurate, complete, reliable, current or error free. Nor does Electricity.co.za make any warranty as to the results that may be obtained from use of Electricity.co.za or its content or as to the accuracy, completeness or reliability of any information obtained through use of this site

7.8 Electricity.co.za assumes no responsibility for: Any damages suffered by a user, including, but not limited to, loss of data from delays, non-deliveries of content, sms's or e-mail, network or system outages, file corruption or service interruptions caused by the negligence of Prepaid2 4, its affiliates or a user's own errors and/or omissions. Electricity.co.za disclaims any warranty or representation that confidentiality of information transmitted through this web site will be maintained. All the information appearing on this site is provided without a representation or warranty whatsoever, whether expressed or implied, and Electricity.co.za and its affiliates disclaims any liability to the user in this regard.

## **8. Disputes**

Electricity.co.za and the user, "the Parties", agrees irrevocably that any dispute whatsoever arising from the above mentioned Terms and Conditions shall be settled as follows:

8.1 The Parties shall firstly make their best efforts to attempt to settle the dispute amicably between them through negotiation. This entails that the one party invites the other in writing to a meeting to attempt to resolve the dispute within thirty (30) days from the date of written invitation;

8.2 should such negotiation fail to resolve the dispute, "the Parties" irrevocably agree that the dispute shall be referred to administered mediation upon the terms set by the Arbitration Foundation of South Africa ("AFSA");

8.3 should the mediation fail to resolve the dispute, "the Parties" agree irrevocably that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted according to the AFSA arbitration rules, in Johannesburg, South Africa, before: a single arbitrator appointed in terms of those rules in the event that the amount in dispute is less than R1 000 000 (One million rand) OR three arbitrators appointed in terms of those rules in the event that the amount in dispute is greater than R1 000 000 (One million rand).

8.4 The arbitrator shall have regard to the desire of the Parties to dispose of such dispute expeditiously, economically and confidentially; and shall be obliged to provide written reasons for his decision.

8.5 The Parties irrevocably agree that the decision in the arbitration proceedings shall be final and binding on "the Parties"; and shall be carried into effect; and may be made an order of any court of competent jurisdiction.

8.6 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

### **The Parties agree that:**

the nature of any dispute arising from this agreement; and the resolution thereof in terms of this clause which shall include any testimony and/or evidence presented in terms of the provisions of this dispute resolution clause; and any settlement agreement in terms of this clause as well as any

arbitration award, shall be considered Confidential Information.

This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the negotiations, mediation or decision of the arbitrator as the case may be from time to time. The provisions of this clause will continue to be binding on "the Parties" notwithstanding any termination or cancellation of this Agreement.

## **9. Limitation of liability**

9.1 Under no circumstances, including without limitation negligence, shall Electricity.co.za or its affiliates, officers, directors, employees, agents, providers, suppliers or any other party involved in creating, producing, transmitting or distributing Electricity.co.za be liable for any indirect, incidental, special, consequential or punitive damages arising from or in connection with the use or inability to use Electricity.co.za or any other content provided by or through the site, or resulting from unauthorised access to or alteration of your transmissions or data or other information that is sent or received, including but not limited to damages for lost profits, use, data or other intangibles, even if Electricity.co.za has been advised of the possibility of such damages.

9.2 Electricity.co.za or any affiliate shall have no liability to you in connection with any product, service or otherwise, purchased or used as a result of this site. It is expressly understood that the user is aware that Electricity.co.za provides a service to bring service provider and service consumer together and accepts no responsibility for the quality, reliability, safety, function, sustainability or otherwise, of a product purchased, service used, or otherwise, as a result of the use of this site.

### **Standard terms and conditions applicable to all competitions conducted/promoted partly or wholly by or associated with Electricity.co.za**

1. No person will be considered or may enter the same competition hosted partly or in whole by Electricity.co.za within 12 months of winning the same or any other competition hosted partly or in whole by Electricity.co.za.
2. The result of the draw is final and no correspondence will be entered into.
3. Prizes are not transferable and are not negotiable.
4. Electricity.co.za undertakes to deliver prizes to respective winners via e-mail.
5. Electricity.co.za reserves the right to end the competition with 30 days prior notice posted on all websites and affiliate sites.
6. By participating in any competition hosted partly or in whole by Electricity.co.za, participants further agree to be bound by our Terms and Conditions posted on our website.